GENERAL INFORMATION ABOUT THE CONTENTS OF THIS FILE

Submissions by the public in compliance with the Commission Rules and Operating Procedures (ROPs), Rule 4.3, are distributed to the Commission and uploaded online. Please note that "compliance" means that the submission complies with deadline, delivery method (hard copy and/or electronic) AND the number of copies. Please review the Commission ROPs to ensure that you meet the submission requirements. The ROPs can be accessed at **http://planning.lacity.org**, by selecting "Commissions & Hearings" and selecting the specific Commission.

All compliant submissions may be accessed as follows:

- **"Initial Submissions"**: Compliant submissions received no later than by end of day Monday of the week prior to the meeting, which are not integrated by reference or exhibit in the Staff Report, will be appended at the end of the Staff Report. The Staff Report is linked to the case number on the specific meeting agenda.

- **"Secondary Submissions"**: Submissions received after the Initial Submission deadline up to 48-hours prior to the Commission meeting are contained in this file and bookmarked by the case number.

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If you have any questions, please contact the Commission Office at (213) 978-1300.

SECONDARY SUBMISSIONS

Department of City Planning

City Hall, 200 N. Spring Street, Room 272, Los Angeles, CA 90012

October 19, 2021

TO: City Planning Commission

FROM: Kathleen King, City Planner

TECHNICAL MODIFICATION TO THE STAFF RECOMMENDATION REPORT FOR CASE NOS. CPC-1952-4072-CU-PA1 and ZA-2017-928-ZAD; 12000 Chalon Road

The following technical modifications are presented for your consideration to be incorporated into the Staff Recommendation Report at the City Planning Commission meeting of October 21, 2021 related to Item Nos. 6 and 7 on the meeting agenda. Deleted text is shown in ~~**strikethrough**~~ and added text is shown in **underline.**

Page A-31, Issues Related Projects Sub-header

The following paragraph is to be updated to clarify reasons why certain projects were not included in the Draft EIR's related projects list:

Related Projects

Comments were received stating that the related projects list was incomplete. CEQA requires that an analysis of cumulative impacts be included in a Draft EIR. For an adequate discussion of significant cumulative impacts, a list of past, present, and probable future projects producing related or cumulative impacts can be relied upon or a summary of projections contained in an adopted general plan, related planning document, or prior environmental document which has been adopted or certified, and which described or evaluated regional or area-wide conditions contributing to a cumulative impact may be used. A list of 67 related projects known at the time the NOP was published and within a five-mile radius of the Project Site was used to determine potential cumulative impacts. It should be noted that due to the location of the Project Site, the related project radius was increased from the then standard of one and a half to two miles to five miles to ensure a conservative number of related projects were captured. Additionally, since publication of the EIR, LADOT has updated the related project radius to now only be half a mile from a project site. Comments were received claiming that the related projects list was incomplete and should have included additional projects, including the Berggruen Institute, the Benedict Canyon Project, the Curtis School Project and the Miriam School Project. All of the referenced projects ~~are located greater five miles from the Project Site~~ were filed after the Wellness Pavilion's NOP was issued and thus were not required to be included pursuant to CEQA, as the established baseline for analysis was based on existing conditions at the time of the NOP.

Page A-35, Issues Enforcement of Trip Cap Thresholds, 2nd Paragraph

The following corrects a reference to a project design feature:

> As required by PDF-TRAF-~~1~~7, the Campus Event Coordination Plan which will define the parameters of the Wellness Pavilion's parking reservation systems, shuttling, valet parking program…

Page A-39, Issues Evacuation of Campus Sub-header

The following clarifies and corrects the fire emergency procedures for the campus, as verified by the Los Angeles Fire Department:

> *Evacuation of the Campus*
>
> Commenters expressed concern as to how the Campus will be evacuated, especially with new events being hosted at the Campus, during an emergency, including a wildfire. Wildfires have occurred historically and recently in the area, including the recent 2019 Getty Wildfire and the 2017 Skirball Fire in Bel Air. Additionally, commenters noted that during the 2019 Getty Wildfire, some students evacuated on foot towards Sunset Boulevard. Further, because of the surrounding roadway characteristics (Chalon Road, Noman Place, and Bundy Drive are all designated as a Local Street Standard with a right-of-way of 60 feet) community members express concern as to whether LAFD will be able to access the Campus if the surrounding residences, students, faculty, staff, and outside guests are trying to evacuate. A detailed discussion regarding evacuation of the Campus is provided in Section II. Response to Comments, Topical Response No. 4, of the Final EIR. A summary of that discussion is provided below.
>
> Planning staff met with LAFD Inspector Miller, Chief Hogan and Chief Zimmerman in August 2020 to discuss MSMU's shelter in place policy and when individuals on the Campus would be permitted to leave. ~~how best to evacuate the Campus~~. During the meeting LAFD confirmed that after the 2019 Getty Wildfire, MSMU submitted an Emergency Response Plan as well as met with LAFD to ensure moving forward better practices are implemented.
>
> A component of the Emergency Response Plan is the existing Campus Command Center, consisting of a Watch Commander, MSMU Incident Commander, Patrol Officer, Main Gate Officer, and Community Relations Officer who provide security and emergency management to ensure personal safety of students, fire prevention, evacuation management, and other duties. Watch Commanders are responsible for conducting vehicle patrols both on Campus and in the immediate surrounding area and responding to Campus emergencies as well as regular nonemergency calls for service. The 24-hour Command Center monitors MSMU's automatic fire/life/safety systems and receives emergency calls from within the Campus. In addition to its Emergency Response Plan, MSMU also maintains a Chalon Wildfire Emergency Plan that was developed in consultation with LAFD to ensure appropriate action during wildfires.
>
> If a future emergency arose, school officials will first communicate with the City's Emergency Operation Center (EOC) Team, which is comprised of LAFD, LADOT, and other City agencies. After reviewing the situation, ~~T~~the EOC Team will confirm if individuals on the Campus have time to leave the Campus. (I.e., the emergency does not require the evacuation of the surrounding residential community). ~~has time to evacuate and the best evacuation route available~~. However, if LAFD issues evacuation orders for the surrounding residential community, the Campus will shelter in place and public safety professionals will direct Campus occupants to a safe location on the Campus to shelter in place. This will ensure there are no conflicts on the surrounding

roadway between Campus occupants and surrounding residents as the residents evacuate. ~~Additionally, MSMU University Incident Commanders may call for evacuation preparation, in which all individuals will evacuate from the separate buildings to a central Campus location, or MSMU may choose to evacuate prior to receiving evacuation orders from the LAFD, as they did for the Skirball Fire.~~

~~Nevertheless, if LAFD issues an evacuation order, they will provide a certain amount of time that the Campus has to safely evacuate. Those who choose not to evacuate will be required to shelter in place. It should be noted that~~ LAFD has confirmed that the Campus is a defensible ~~space~~ and safe space, and may be used as a staging area. MSMU's shelter in place policy is consistent with that of other institutions of higher education near wildlands such as Pepperdine University in Malibu, which has successfully employed a shelter in place policy for wildfires since 1993. The Carondelet Center successfully sheltered in place during the 2019 Getty Fire.

LAFD's goal in issuing an evacuation order is to ensure everyone can evacuate safely.

Page A-46, Issues Conditional Use Permit/Master Plan Request Subheader, 1st Paragraph

The following corrects a typographical error:

"The Campus does not operate under a CUP."

Item No. 09

Department of City Planning

City Hall, 200 N. Spring Street, Room 525, Los Angeles, CA 90012

October 18, 2021

TO: City Planning Commission

FROM: Esther Ahn, City Planner

ADDITIONAL INFORMATION TO THE STAFF RECOMMENDATION REPORT FOR CASE NO. CPC-2008-619-ZC-DA-M1; 8700 West Beverly Boulevard

The following document is supplemental information to be incorporated into the staff recommendation report to be considered at the City Planning Commission meeting of October 21, 2021, related to Item No. 9 on the meeting agenda.

Transmitted herewith, is the original 1993 Development Agreement between the City of Los Angeles and Cedars-Sinai Medical Center as reference material for the Commissioners.

EXHIBIT 2

RECORNING REQUE: TED BY AND
WHEN RECORDED MAIL TO:

George J. Mihlsten, Esq.
LATHAM & WATKINS
633 West Fifth Street, Suite 4000
Los Angeles, California 90071

93 1590786

RECORDED/FILED IN OFFICIAL RECORDS
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CALIFORNIA
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DEVELOPMENT AGREEMENT

between

THE CITY OF LOS ANGELES

and

CEDARS-SINAI MEDICAL CENTER

August 12, 1993

CPC-2008-0619
CPC 1992 0534
CPC-2021-3512

TABLE OF CONTENTS

		Page
1.	DEFINITIONS.	1
	1.1 "Applicable Rules"	1
	1.2 "Conceptual Building Plans"	1
	1.3 "Development Agreement Act"	2
	1.4 "Discretionary Action" or "Discretionary Approval"	2
	1.5 "District Plan"	2
	1.6 "Effective Date"	2
	1.7 "Floor Area"	2
	1.8 "General Plan"	2
	1.9 "Master Plan"	2
	1.10 "Processing Fees"	2
	1.11 "Project"	3
	1.12 "Project Approvals"	3
	1.13 "Property"	3
	1.14 "Reserved Powers"	3
2.	RECITALS OF PREMISES, PURPOSE AND INTENT	4
	2.1 State Enabling Statute.	4
	2.2 City Procedures.	5
	2.2.1 Planning Commission Action	5
	2.2.2 City Council Action.	5
	2.3 Purpose of this Agreement.	6
	2.3.1 Cedars-Sinai Medical Center Objectives.	6
	2.3.2 Mutual Objectives.	6
	2.3.3 Applicability of the Agreement	7
3.	AGREEMENT AND ASSURANCES	8
	3.1 Agreement and Assurance on the Part of Cedars-Sinai Medical Center.	8
	3.1.1 Project Development.	8
	3.1.1.a. Dedication of Land for Public Purposes	8
	3.1.1.b. Description of Transportation Improvements	8
	3.1.1.c. Intensity of the Project	8
	3.1.1.d. Maximum Height of the Project	8
	3.1.2 Phasing of Development.	8
	3.1.3 Hold as One Parcel.	9
	3.2 Additional Consideration for this Agreement	9
	3.3 Agreement and Assurances on the Part of the City	12
	3.3.1 Entitlement to Develop	12
	3.3.2 Changes in Applicable Rules	13
	3.3.2.a. Nonapplication of Changes in Applicable Rules	13
	3.3.2.b. Changes in Building and Fire Codes	13
	3.3.2.c. Changes Mandated by Federal or State Law	14
	3.4 Subsequent Development Review	14
	3.5 Site Plan Review	14

3.6 Effective Development Standards. 15
3.7 Consistency with Applicable Rules 15
3.8 Moratoria or Interim Control Ordinances. 16

4. ANNUAL REVIEW, DEFAULT PROVISIONS 16
4.1 Annual Review. 16
4.1.1 Annual Review 16
4.1.2 Pre-Determination Procedure 16
4.1.3 Evidence for Annual Review 16
4.1.4 Director's Determination 17
4.1.5 Appeal By Cedars-Sinai Medical Center 17
4.1.6 Period To Cure Non-Compliance 18
4.1.7 Failure To Cure Non-Compliance Procedure 18
4.1.8 Termination or Modification of Agreement 19
4.1.9 Reimbursement of Costs 19
4.2 Default Provisions 20
4.2.1 Default by Cedars-Sinai Medical Center 20
4.2.1.a. Default 20
4.2.1.b. Notice of Default 20
4.2.1.c. Failure to Cure Default Procedure 20
4.2.1.d. Termination or Modification of Agreement 21
4.2.1.e. Damages and Specific Performance 21
4.2.2 Default by the City 22
4.2.2.a. Default and Notice of Default 22
4.2.2.b. Application for Modification or Termination 22
4.2.3 Damages and Specific Performance 23

5. DISPUTE RESOLUTION 23
5.1 Dispute Resolution Proceedings. 23
5.2 Arbitration. 23
5.3 Arbitration Procedures. 23
5.4 Extension of Agreement Term. 24

6. GENERAL PROVISIONS 24
6.1 Effective Date. 24
6.2 Term 24
6.3 Appeals to the City Council 25
6.4 Enforced Delay; Extension of Time of Performance 25
6.5 Cooperation and Implementation 26
6.5.1 Processing 26
6.5.2 Other Governmental Permits 26
6.5.3 Cooperation in the Event of Legal Challenge 27
6.5.4 Relationship of the Parties 27
6.6 Hold Harmless and Insurance. 28
6.6.1 Hold Harmless. 28
6.6.2 Insurance. 28
6.7 Legal Action 29
6.8 Applicable Law 29
6.9 Amendments 29

Page

6.10 Assignment. 30
6.11 Statute of Limitation and Laches. 30
6.12 Covenants 31
6.13 Notices 31
6.14 Severability 32
6.15 Waiver 33
6.16 Recording 33
6.17 Constructive Notice and Acceptance. 33
6.18 Successors and Assignees. 33
6.19 No Third Party Beneficiaries. 33
6.20 Entitlement to Written Notice of Default. 34
6.21 Discretion to Encumber 34
6.22 Entire Agreement 34
6.23 Legal Advice; Neutral Interpretation; Headings, Table of Contents, and Index 34
6.24 Counterparts 35

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is executed this 12 TH day of August, 1993, by and between the CITY OF LOS ANGELES, a municipal corporation ("City") and CEDARS-SINAI MEDICAL CENTER ("Developer"), pursuant to California Government Code Section 65864, et seq., and the implementing procedures of the City, based upon an initial application dated November 10, 1992, with respect to the following:

1. DEFINITIONS.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context requires otherwise:

1.1 "Applicable Rules" means the rules, regulations, ordinances and policies of the City in force as of the Effective Date of this Agreement. Notwithstanding the language of this Section or any other language in this Agreement, all specifications, standards and policies regarding the design and construction of public works facilities, if any, shall be those that are in effect at the time the Project plans are being processed for approval and/or under construction. Furthermore, the Applicable Rules shall include the City-wide programs enacted after the Effective Date of this Agreement for (1) storm water pollution abatement mandated by the Federal Water Pollution Control Act of 1972, and subsequent amendments thereto, (2) traffic congestion management mandated by a congestion management program pursuant to California Government Code Section 65088, et seq., or any successor statute, and (3) child care facilities mandated by the City of Los Angeles by ordinance to be provided generally by employers located in the City of Los Angeles.

1.2 "Conceptual Building Plans" mean the plans and drawings attached as Exhibit E.

1.3 "Development Agreement Act" means Section 65864, et seq. of the California Government Code.

1.4 "Discretionary Action" or "Discretionary Approval" means an action which requires the exercise of judgment, deliberation or a decision on the part of the City, including any board, commission or department and any officer or employee thereof, in the process of approving or disapprovihg a particular activity, as distinguished from an activity which merely requires the City, including any board, commission or department, or any officer or employee thereof, to determine whether there has been compliance with statutes, ordinances, regulations or resolutions.

1.5 "District Plan" means the Wilshire District Plan.

1.6 "Effective Date" is the date on which this Agreement is attested by the City Clerk of the City of Los Angeles after execution by Cedars-Sinai Medical Center and the Mayor of the City.

1.7 "Floor Area" means the total square footage of a building as described in Section 12.21.1 of the Los Angeles Municipal Code.

1.8 "General Plan" means the General Plan of the City, as amended as of the date of this Agreement.

1.9 "Master Plan" means the Master Plan for the Cedars-Sinai Medical Center, approved under City Plan Case Nos. CPC 92-0530(ZC), CPC 92-0533(HD) and CPC 92-0534(DA) which provide for the expansion of the Cedars-Sinai Medical Center as described in Section 3.1.1 of this Agreement.

1.10 "Processing Fees" means all fees required by the City including, but not limited to, fees for land use applications, project permits, building applications, building permits, grading permits, maps and certificates of occupancy which are necessary to accomplish the intent and purpose of this Agreement. Expressly exempted from Processing Fees are all impact

fees, linkage fees, or exactions which may be imposed by the City on development Projects pursuant to laws enacted after the Effective Date of this Agreement, except as specifically provided for in this Agreement. The amount of the Processing Fees to be applied in connection with the development of the Project shall be the amount which is in effect on a City-wide basis at the time an application for the City action is made. Notwithstanding the language of this Section or any other language in this Agreement, Cedars-Sinai Medical Center shall not be exempt from the payment of a traffic mitigation fee, if any, imposed through the Wilshire West Interim Control Ordinance (Ordinance No. 167,551 or any successor ordinance); or from the payment of affordable housing mitigation fees, if any, imposed through Ordinance No. 165,530; or from the payment of fees, if any, imposed on a City-wide basis as part of the City's program for storm water pollution abatement mandated by the Federal Water Pollution Control Act of 1972 and subsequent amendments thereto, or from the payment of City-wide fees, if any, imposed as a result of the congestion management program mandated by California Government Code Section 65088, et seq., or any successor statute.

1.11 "Project" means the design, financing, construction and other development activities for the Master Plan.

1.12 "Project Approvals" means the Zone Change, Height District Change and Development Agreement applications filed as City Plan Case Nos. CPC 92-0530(ZC), CPC 92-0533(HD) and CPC 92-0534(DA), approved concurrently herewith.

1.13 "Property" means the 25.8 gross acre Cedars-Sinai Medical Center at 8700 Beverly Boulevard, located generally between Beverly Boulevard, San Vicente Boulevard, Third Street and Robertson Boulevard. The legal description is attached as Exhibit A.

1.14 "Reserved Powers" means the rights and authority excepted from this Agreement's restrictions on the City's police powers and which are instead reserved to the City. The

Reserved Powers include the powers to enact regulations or take future Discretionary Actions after the Effective Date of this Agreement that may be in conflict with the Applicable Rules, but: (1) are necessary to protect the public health and safety, and are generally applicable on a City-wide basis (such can be applicable on a non-City-wide basis in the event of natural disasters as found by the Mayor or City Council such as floods, earthquakes and similar acts of God); (2) are amendments to Chapter V, Article 7 of the Los Angeles Municipal Code Section 57.01.01, et seq. (Los Angeles Fire Code) or Chapter IX, Article 1 of the Los Angeles Municipal Code Section 91.0101, et seq. (Los Angeles Building Code) regarding the construction, engineering and design standards for private and public improvements to be constructed on the Property, provided that such changes are (i) necessary to the health and safety of the residents of the City; and (ii) are generally applicable on a City-wide basis (such can be applicable on a non-citywide basis in the event of natural disasters as found by the Mayor or City Council, such as floods, earthquakes, and similar acts of God); (3) are necessary to comply with state and federal laws and regulations (whether enacted prior or subsequent to the Effective Date of this Agreement); or (4) constitute Processing Fees imposed or required by the City to cover its actual costs in processing applications, permit requests and approvals of the Project, or in monitoring compliance with permits issued or approvals granted for the performance of any conditions imposed on the Project.

2. RECITALS OF PREMISES, PURPOSE AND INTENT.

2.1 State Enabling Statute. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Act, which authorizes any city to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interest in such property. Section 65864 of the Development Agreement Act expressly provides as follows:

"The Legislature finds and declares that:

(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and a commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

(b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development."

Notwithstanding the foregoing, to ensure that it remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the Legislature, the City: (i) accepts restraints on its police powers contained in development agreements only to the extent and for the duration required to achieve the mutual objectives of the parties; and (ii) to offset such restraints, seeks public benefits which go beyond those obtained by traditional City controls and conditions imposed on development project applications.

2.2 City Procedures.

2.2.1 Planning Commission Action. The Planning Commission conducted a duly-noticed public hearing on March 18, 1993 and approved the Agreement on April 1, 1993.

2.2.2 City Council Action. The City Council conducted a duly-noticed public hearing on June 23, 1993, and adopted Ordinance Nos. 168847 and 168848 on June 23, 1993 to become effective on the thirty-first day after publication, which approved this Agreement and

the Council found that the provisions of the Agreement are consistent with the General Plan, the District Plan, and authorized the execution of this Agreement.

2.3 **Purpose of this Agreement.**

2.3.1 Cedars-Sinai Medical Center Objectives. In accordance with the legislative findings set forth in the Development Agreement Act, and with full recognition of the City's policy of judicious restraints on its police powers, Cedars-Sinai Medical Center wishes to obtain reasonable assurances that the Project may be developed in accordance with the Applicable Rules and with the terms of this Agreement and subject to the City's Reserved Powers. To the extent of Project development, and as provided by Section 3.1.1, Cedars-Sinai Medical Center anticipates making capital expenditures in reliance upon this Agreement. In the absence of this Agreement, Cedars-Sinai Medical Center would have no assurance that it can complete the Project for the uses and to the density, intensity or height of development set forth in this Agreement. This Agreement, therefore, is necessary to assure Cedars-Sinai Medical Center that the Project will not be (1) reduced or varied in density, intensity, or height, permitted demolition, use or other development entitlements under this Agreement; (2) subjected to new rules, regulations, ordinances or policies which are not related to compliance with State or Federal mandates or health and safety conditions; or (3) subjected to delays for reasons other than City-wide health and safety enactments related to critical situations such as, but not limited to, the lack of water availability or sewer or landfill capacity.

2.3.2 Mutual Objectives. Development of the Project in accordance with this Agreement will provide for the orderly development of the Property in accordance with the objectives set forth in the General Plan and the Wilshire District Plan. Moreover, a development agreement for the Project will eliminate uncertainty in planning for and securing orderly development of the Project, assure installation of necessary improvements, assure

attainment of maximum efficient resource utilization within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the Development Agreement Act was enacted. The parties believe that such orderly development of the Project will provide many public benefits to the City through the imposition of the development standards and requirements under the provisions and conditions of this Agreement, including without limitation, increased tax revenues, installation of on-site and off-site improvements, and retention of a desirable industry and jobs within the City. Additionally, although development of the Project in accordance with this Agreement will restrain the City's land use or other relevant police powers, the Agreement will provide the City with sufficient Reserved Powers during the term hereof to remain responsible and accountable to its residents. In exchange for these and other benefits to the City, Cedars-Sinai Medical Center will receive assurance that the Project may be developed during the term of this Agreement in accordance with the Applicable Rules and Reserved Powers, subject to the terms and conditions of this Agreement.

2.3.3 Applicability of the Agreement. This Agreement does not: (1) grant density, intensity or height, permitted demolition, use or other development entitlements in excess of that otherwise established in the Applicable Rules; (2) eliminate future Discretionary Actions relating to the Project if applications requiring such Discretionary Action are initiated and submitted by the owner of the Property after the Effective Date of this Agreement; (3) guarantee that Cedars-Sinai Medical Center will receive any profits from the Project; (4) prohibit the Project's participation in any benefit assessment district that is generally applicable to surrounding properties; or (5) amend the City's General Plan. This Agreement has a fixed term, as provided in Section 6.2. Furthermore, in any subsequent actions applicable to the Property after expiration of this Agreement, the City may apply such new

rules, regulations and policies as are contained in its Reserved Powers, as legally apply to the Property.

3. AGREEMENT AND ASSURANCES.

3.1 Agreement and Assurance on the Part of Cedars-Sinai Medical Center. In consideration for the City entering into this Agreement, and as an inducement for the City to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the premises, purposes and intentions set forth in Article 2 of this Agreement, Cedars-Sinai Medical Center hereby agrees as follows:

3.1.1 Project Development. Cedars-Sinai Medical Center agrees that it will use its best efforts, in accordance with its own business judgement and taking into account health care delivery needs and economic consideration, to develop the Project in accordance with the terms and conditions of this Agreement.

3.1.1.a. Dedication of Land for Public Purposes. Provisions for the dedication of land for public purposes are set forth in Exhibit C attached hereto.

3.1.1.b. Description of Transportation Improvements. The Transportation Improvements to be included within the scope of the Project are described in Exhibit C attached hereto.

3.1.1.c. Intensity of the Project. The development intensity of the Project is shown in Exhibit D attached hereto.

3.1.1.d. Maximum Height of the Project. The maximum height of each of the Project's proposed buildings is shown on Exhibit D attached hereto.

3.1.2 Phasing of Development. The parties acknowledge that Cedars-Sinai Medical Center cannot at this time predict when or at the rate at which phases of the Property would be developed. Such decisions depend upon numerous factors which are not all within the control of Cedars-Sinai Medical Center, such as health care delivery needs, financing and

economic consideration. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development permitted a later adopted initiative restricting the timing of development and controlling the parties' agreement, it is the intent of Cedars-Sinai Medical Center and the City to hereby acknowledge and provide for the right of Cedars-Sinai Medical Center to develop the Project in such order and at such rate and time as Cedars-Sinai Medical Center deems appropriate within the exercise of its sole and subjective business judgment. The City acknowledges that such a right is consistent with the intent, purpose and understanding of the parties to this Agreement. Cedars-Sinai Medical Center will use its best efforts, in accordance with its owned business judgment and taking into consideration health care delivery needs, financing and other economic considerations influencing its business decision, to commence or to continue development, and to develop the Project in accordance with the provisions and conditions of this Agreement and with the Applicable Rules, subject to the Project Approvals.

3.1.3 Hold as One Parcel. The Medical Center and its various components shall be operated as an integrated unit for the purpose of implementing the mitigation measures and conditions of approval of the Project, including without limitation the TDM requirements. This provision does not, however, tie the individual parcels within the Property together as one parcel so as to prohibit obtaining financing or joint development opportunities for the construction of improvements on those individual parcels within the Property.

3.2 Additional Consideration for this Agreement. The development assurance provided by this Agreement, the implementation of the Master Plan and the resulting construction of the planned facilities will allow Cedars-Sinai Medical Center to continue to provide the highest quality health care using its state-of-the-art facilities. The Project will allow the consolidation of interrelated medical functions in discrete areas of the Cedars-Sinai Medical Center,

resulting in increased efficiency in the delivery of medical services. The City's and the community's need to provide for the continuation and expansion of high quality health care services and facilities is an exceptional public benefit.

3.2.a Continued provision of assistance to community programs relating to the mission of Cedars-Sinai Medical Center for the term of the Agreement. Several specific Community Programs currently provided by Cedars-Sinai Medical Center are described in Exhibit F.

3.2.b Unless (1) the Los Angeles County Trauma System is disbanded; or (2) Cedars-Sinai Medical Center determines, in its sole discretion, that the operation of the Level One Trauma Center causes a material adverse economic impact upon Cedars-Sinai Medical Center and Cedars-Sinai provides one year written notice to the City of Los Angeles of its intent to withdraw from the Trauma System, then Cedars-Sinai Medical Center shall continue its participation in the Los Angeles County Trauma System as a Level One Trauma center for the term of this agreement, as documented through the Emergency Medical Services agency of the Los Angeles County Department of Health Services.

3.2.c Continued maintenance of a qualified 24-hour Basic Emergency Department for the Term of this Agreement, as documented through the State of California Department of Health Services.

3.2.d Cedars-Sinai Medical Center shall make available up to 1,500 square feet of floor area at a location to be determined by Cedars-Sinai within the Property for a temporary Los Angeles Police Department sub-station within one year of the Effective Date of this Agreement, subject to the acceptance and approval thereof by the Los Angeles Police Department and The Los Angeles City Council. Cedars-Sinai Medical Center shall make available up to 1,500 square feet of floor area at

a location to be determined by Cedars-Sinai within the Property for a permanent Los Angeles Police Department sub-station within five years of the Effective Date of this Agreement, subject to the acceptance and approval thereof by the Los Angeles Police Department and The Los Angeles City Council. Cedars-Sinai Medical Center shall not be responsible for any costs relating to physical improvements or operating costs with respect to the temporary or permanent substation, including without limitation, shell improvements, furniture, fixtures, equipment, utilities or personnel.

3.2.e Cedars-Sinai Medical Center shall prepare and execute a covenant and agreement to the satisfaction of the City Planning Department and the Metropolitan Transit Authority (MTA) agreeing to provide an easement within the Property for a portal to a Metro Rail station at the southwest corner of San Vicente Boulevard and Beverly Boulevard provided that the easement does not adversely impact the operation of the Medical Center as determined by Cedars-Sinai Medical Center in its sole discretion.

3.2.f Cedars-Sinai Medical Center will contribute to the design and installation of ATSAC or Quicnet systems at the intersections of Wilshire Boulevard and Gale Drive and Wilshire Boulevard and Willaman Drive if the Beverly Hills Department of Transportation and the Los Angeles Department of Transportation determine that these facilities are necessary to operate the ATSAC or Quicnet systems installed at the intersections of Wilshire Boulevard and Robertson Boulevard and Wilshire Boulevard and La Cienega Boulevard, provided, however, the cost shall not exceed $100,000 per intersection.

3.2.g Cedars-Sinai Medical Center shall contribute up to $40,000, as provided below, towards an Urban Design Program for the area generally bounded by Robertson Boulevard, Beverly Boulevard, Third Street and San Vicente Boulevard.

Cedars-Sinai will provide matching contributions, dollar for dollar, up to a maximum of $40,000, with those contributions received from participants in the Urban Design Program. The purpose of the Urban Design Program is to create a more pedestrian-oriented environment in the area and should include a program of unifying themes and implementation of the recommended improvements. Cedars-Sinai Medical Center shall not be responsible for the collection of funds or the administration or implementation of the Urban Design Program, although Cedars-Sinai may be a participant in the Urban Design Program.

3.2.h Establishment of a Community Employee Recruitment and Outreach Program designed to benefit the local community as described in Exhibit G for the term of this Agreement.

3.3 **Agreement and Assurances on the Part of the City.** To effectuate the parties' respective objectives set forth in Article 2 above, and to induce Cedars-Sinai Medical Center to agree to the covenants and conditions set forth in the preceding Section 3.1, the City hereby agrees and assures Cedars-Sinai Medical Center that, subject to its Reserved Powers: (i) only the Applicable Rules and the terms and conditions of this Agreement shall be applied to the Project during the term hereof; and (ii) the Applicable Rules and terms and conditions of this Agreement are vested contractual rights of Cedars-Sinai Medical Center to develop this Project during the term of this Agreement. In furtherance of such agreement and assurances, and pursuant to the authority and provisions set forth in the Development Agreement Act and the resolution adopted by the City Council on August 18, 1987 under Council File No. 85-2313-S3, City, in entering into this Agreement, hereby agrees and acknowledges that:

3.3.1 **Entitlement to Develop.** Cedars-Sinai Medical Center has the right to develop the Project, subject to the terms and conditions of this Agreement, the Applicable Rules, and

the Reserved Powers. The City finds that the Project is consistent with the General Plan, the Wilshire District Plan and the zoning regulations applicable to the Property.

3.3.2 Changes in Applicable Rules.

3.3.2.a. Nonapplication of Changes in Applicable Rules. Any change in, or addition to, the Applicable Rules, including, without limitation, any change in any applicable general, district or specific plans, zoning or building regulations, adopted or becoming effective after the Effective Date of this Agreement, including, without limitation, any such change by means of ordinance, City Charter amendment, initiative, referendum, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the Mayor, City Council, Planning Commission or any other Board, Commission or Department of the City, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict in any way with the Applicable Rules or this Agreement, shall not be applied to the Project unless such change represents an exercise by the City of its Reserved Powers.

3.3.2.b. Changes in Building and Fire Codes. Notwithstanding any provisions of this Agreement to the contrary, development of the Project shall be subject to changes occurring from time to time in the Uniform Building Code and other uniform construction codes. In addition, development of the Project shall be subject to changes occurring from time to time in the Los Angeles Fire and Building Codes, Chapter V, Article 7, Section 57.01.01, et seq. and Chapter IX, Article 1, Section 91.0101, et seq. of the Los Angeles Municipal Code, respectively, regarding the construction, engineering and design standards for both public and private improvements provided that such changes are (1) necessary to the health and safety of the residents of the City; and (2) are generally applicable on a City-wide basis (such can be applicable on a non-citywide basis in the event

of natural disasters as found by the Mayor or City Council, such as floods, earthquakes and similar acts of God).

3.3.2.c. **Changes Mandated by Federal or State Law.** This Agreement shall not preclude the application to the Project of changes in, or additions to, the Applicable Rules, including rules, regulations, ordinances, fees and official policies, to the extent that such changes or additions are mandated to be applied to developments such as this Project by state or federal regulations. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations.

3.4 Subsequent Development Review. The City shall not require Cedars-Sinai Medical Center to obtain any Discretionary Approvals or permits for the development of the Project in accordance with this Agreement other than those permits or Discretionary Approvals which are required by the Applicable Rules or the Reserved Powers, or the Project Approvals. To the extent that any additional Discretionary Approvals are required for the development of the Project, such Discretionary Approvals shall be determined in accordance with Section 3.6. However, any subsequent Discretionary Action or Discretionary Approval initiated by Cedars-Sinai Medical Center which changes the intensity or height, density, height, permitted demolition, use or other development entitlements permitted by the Project Approvals shall be subject to the rules, regulations, ordinances and official policies of the City then in effect. Unless amended to provide otherwise, this Agreement shall not apply to such subsequent Discretionary Actions.

3.5 Site Plan Review. Pursuant to Section 16.05 I of the Los Angeles Municipal Code, the City agrees that the environmental review conducted in connection with the adoption of the Project Approvals provides a suitable method of complying with the California

Environmental Quality Act ("CEQA") for future development and that the detailed regulations and standards contained in the Master Plan provide siting controls for new buildings within the Property sufficient to satisfy the Site Plan Review Ordinance (Ordinance No. 165,951 as amended by Ordinance No. 166,127; L.A.M.C. § 16.05 and § 12.24 B 1(aa)). Therefore, pursuant to Los Angeles Municipal Code Section 16.05 I, site plan review under Los Angeles Municipal Code Section 16.05 is not applicable to the Project. In addition, notwithstanding Los Angeles Municipal Code Section 12.24 B 1(aa), the City also agrees that site plan review of "major" development projects pursuant to the conditional use procedures of Los Angeles Municipal Code Section 12.24 B 1(aa) is not applicable to the Project.

3.6 **Effective Development Standards.** The City agrees that it is bound to permit the density, intensity and height, permitted demolitions, uses and other development entitlements which are permitted by this Agreement, insofar as this Agreement and the Project Approvals so provide or as otherwise set forth in the Applicable Rules or the Reserved Powers. The City hereby agrees that it will not unreasonably withhold or unreasonably condition any Discretionary Action or Discretionary Approval which must be issued by the City in order for the Project to proceed, provided that Cedars-Sinai Medical Center reasonably and satisfactorily complies with all preliminary procedures, actions, payments of Processing Fees, and criteria generally required of developers by the City for processing applications for developments and consistent with this Agreement.

3.7 **Consistency with Applicable Rules.** Based upon all information made available to the City up to or concurrent with the execution of this Agreement, City finds and certifies that no Applicable Rules prohibit or prevent the full completion and occupancy of the Project in accordance with the density, intensity and height, permitted demolition, uses and other development entitlements incorporated and agreed to herein.

3.8 **Moratoria or Interim Control Ordinances.** In the event an ordinance, resolution or other measure is enacted, whether by action of the City, by initiative, or otherwise, which relates to the rate, timing, sequencing, or phasing of the development or construction on all or any part of the Property, City agrees that such ordinance, resolution or other measure shall not apply to the Property or this Agreement, unless such changes: (1) are found by the City to be necessary to the health and safety of the residents of the City, and (2) are generally applicable on a City-wide basis (except in the event of natural disasters as found by the Mayor or the City Council such as floods, earthquakes and similar acts of God).

4. ANNUAL REVIEW, DEFAULT PROVISIONS

4.1 Annual Review.

4.1.1 Annual Review. During the Term of this Agreement, the City shall review annually Cedars-Sinai Medical Center's compliance with this Agreement. Such periodic review shall be limited in scope to good faith compliance with the provisions of this Agreement as provided in the Development Agreement Act and Cedars-Sinai Medical Center shall have the burden of demonstrating such good faith compliance.

4.1.2 Pre-Determination Procedure. Cedars-Sinai Medical Center's submission of compliance with this Agreement, in a form which the Director of Planning may reasonably establish, shall be made in writing and transmitted to the Director of Planning not later than sixty (60) days prior to the yearly anniversary of the Effective Date. The public shall be afforded an opportunity to submit written comments regarding compliance to the Director of Planning at least sixty (60) days prior to the yearly anniversary of the Effective Date. All such public comments shall, upon receipt by the City, be made available to Cedars-Sinai Medical Center.

4.1.3 Evidence for Annual Review. The City shall deliver to Cedars-Sinai Medical Center a copy of any staff report and any other documents to be used or relied upon in

conducting the annual review concerning Cedars-Sinai Medical Center's performance hereunder prior to commencement of any such annual review by the Director of City Planning, or if any such document is subsequently created or received, within 48 hours of its creation or receipt by the City. Cedars-Sinai Medical Center shall be permitted a reasonable opportunity to respond to the City's evaluation of its performance at each stage of the review process, either orally or in writing, at Cedars-Sinai Medical Center's election. The Director of City Planning, the City Planning Commission, and the City Council shall review and give due consideration to Cedars-Sinai Medical Center's testimony and written submittals in their respective deliberations.

4.1.4 Director's Determination. On or before the yearly anniversary of the Effective Date of the Agreement, the Director of Planning shall make a determination regarding whether or not Cedars-Sinai Medical Center has complied in good faith with the provisions and conditions of this Agreement. This determination shall be made in writing with reasonable specificity, and a copy of the determination shall be provided to Cedars-Sinai Medical Center in the manner prescribed in Section 6.13. Copies of the determination shall also be available to members of the public. If the Director does not find evidence of non-compliance with the Agreement by Cedars-Sinai Medical Center, no further action by the Director, the Planning Commission or the City Council shall be required and the annual review process for such year shall end.

4.1.5 Appeal By Cedars-Sinai Medical Center. In the event the Director of Planning makes a finding and determination of non-compliance, Cedars-Sinai Medical Center shall be entitled to appeal that determination to the Planning Commission. After a public hearing on the appeal; the Planning Commission shall make written findings and determinations, on the basis of substantial evidence, whether or not Cedars-Sinai Medical Center has complied in good faith with the provisions and conditions of this Agreement. Nothing in this Section or

this Agreement shall be construed as modifying or abrogating Los Angeles City Charter Section 32.3 (City Council review of Commission and Board actions).

4.1.6 Period To Cure Non-Compliance. If, as a result of this Annual Review procedure, it is found and determined by the Planning Director or the Planning Commission, on appeal, that Cedars-Sinai Medical Center has not complied in good faith with the provisions and conditions of this Agreement, the City, after denial of any appeal or, where no appeal is taken, after the expiration of the appeal period described in Section 6.3, shall submit to Cedars-Sinai Medical Center, by registered or certified mail, return receipt requested, a written notice of default in the manner prescribed in Section 6.13, stating with specificity those obligations of Cedars-Sinai Medical Center which have not been performed. Upon receipt of the notice of default, Cedars-Sinai Medical Center shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than sixty (60) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that Cedars-Sinai Medical Center shall continuously and diligently pursue such remedy at all times until such default(s) is cured.

4.1.7 Failure To Cure Non-Compliance Procedure. If the Director of Planning finds and determines that Cedars-Sinai Medical Center, or its successors, transferees, and/or assignees, as the case may be, has not cured a default pursuant to this Section, and that the City intends to terminate or modify this Agreement or those transferred or assigned rights and obligations, as the case may be, the Director of Planning shall make a report to the Planning Commission. The Director of Planning shall then set a date for a public hearing before the Planning Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If after such public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that Cedars-Sinai Medical Center,

or its successors, transferees, and/or assignees, as the case may be, has not cured a default pursuant to this Section, and that the City shall terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the finding and determination shall be appealable to the City Council in accordance with Section 6.3. In the event of a finding and determination of compliance, there shall be no appeal by any person or entity. Nothing in this Section or this Agreement shall be construed as modifying or abrogating Los Angeles City Charter Section 32.3 (City Council review of Commission and Board actions).

4.1.8 Termination or Modification of Agreement. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after such final determination of the City Council or, where no appeal is taken, after the expiration of the appeal periods described in Section 6.3. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code Sections 65867.5 and 65868, irrespective of whether an appeal is taken as provided in Section 6.3.

4.1.9 Reimbursement of Costs. Cedars-Sinai Medical Center shall reimburse the City for its actual costs reasonably and necessarily incurred, to perform the required annual review.

4.2 **Default Provisions.**

4.2.1 **Default by Cedars-Sinai Medical Center.**

4.2.1.a. Default. In the event Cedars-Sinai Medical Center does not perform its obligations under the Agreement in a timely manner, the City shall have all rights and remedies provided herein or under applicable law, which shall include, but not be limited to, compelling the specific performance of the obligations of Cedars-Sinai Medical Center under this Agreement, or modification or termination of this Agreement, provided that the City has first complied with the following procedure:

4.2.1.b. Notice of Default. The City through the Director of Planning shall submit to Cedars-Sinai Medical Center, by registered or certified mail, return receipt requested, a written notice of default in the manner prescribed in Section 6.13, identifying with specificity those obligations of Cedars-Sinai Medical Center which have not been performed. Upon receipt of the notice of default, Cedars-Sinai Medical Center shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than sixty (60) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that Cedars-Sinai Medical Center shall continuously and diligently pursue such remedy at all times until such default(s) is cured.

4.2.1.c. Failure to Cure Default Procedure. If after the cure period has elapsed, the Director of Planning finds and determines that Cedars-Sinai Medical Center, or its successors, transferees and/or assignees, as the case may be, remains in default and that the City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the Director shall make a report to the Planning Commission and then set a public hearing before the Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If after

public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that Cedars-Sinai Medical Center , or its successors, transferees and/or assigns, as the case may be, has not cured default pursuant to this Section, and that the City may in its sole discretion terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, Cedars-Sinai Medical Center and its successors, transferees and/or assigns, shall be entitled to appeal that finding and determination to the City Council in accordance with Section 6.3. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity. Nothing in this Section or this Agreement shall be construed as modifying or abrogating Los Angeles City Charter Section 32.3 (City Council review of Commission and Board actions).

4.2.1.d. Termination or Modification of Agreement. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after such final determination of the City Council or, where no appeal is taken, after the expiration of the appeal periods described in Section 6.3. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code Sections 65867.5 and 65868, irrespective of whether an appeal is taken as provided in Section 6.3.

4.2.1.e. Damages and Specific Performance. In the event that Cedars-Sinai Medical Center defaults under the material provisions of this Agreement, City shall have all rights and remedies provided herein or by applicable law, which shall include, but not be limited to, compelling the specific performance of Cedars-Sinai Medical Center's obligations under this Agreement. City may, where appropriate, be awarded compensatory damages, but shall not be entitled, in any case, to damages for loss of profits or punitive damages.

4.2.2 Default by the City.

4.2.2.a. Default and Notice of Default. In the event the City does not accept, process, render a decision on or issue necessary development permits, entitlements, or other land use or building approvals for use as provided in this Agreement upon compliance with the requirements therefor, or as otherwise agreed to by the parties, or the City otherwise defaults under the provisions of this Agreement, Cedars-Sinai Medical Center shall have all rights and remedies provided herein or by applicable law, which shall include, but not be limited to, compelling the specific performance of the City's obligations under this Agreement. No part of this Agreement shall be deemed to abrogate or limit any immunities or defenses the City may otherwise have with respect to claims for monetary damages. Cedars-Sinai Medical Center shall first submit to the City a written notice of default stating with specificity those obligations which have not been performed. Upon receipt of the notice of default, the City shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than one hundred and twenty (120) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that the City shall continuously and diligently pursue such remedy at all times until such default(s) is cured.

4.2.2.b. Application for Modification or Termination. If the City remains in default of this Agreement after the cure period has elapsed, or federal or state law or regulations enacted after the adoption of the Agreement prevent compliance by Cedars-Sinai Medical Center or the City, Cedars-Sinai Medical Center shall be entitled to exercise its other remedies hereunder, including the right to apply to the Planning Commission for termination or modification of this Agreement, or to commence arbitration or litigation. In such event, the matter shall be set for public hearing before the Planning Commission in accordance with the notice and hearing requirements of Section 65867 of the Development Agreement Act.

4.2.3 **Damages and Specific Performance.** In the event the City defaults under the material provisions of this Agreement, Cedars-Sinai Medical Center shall have all rights and remedies provided herein or by applicable law, which shall include, but not be limited to, compelling the specific performance of obligations under this Agreement. Cedars-Sinai Medical Center may, where appropriate, be awarded compensatory damages, but shall not be entitled, in any case, to damages for loss of profits or punitive damages.

5. DISPUTE RESOLUTION

5.1 **Dispute Resolution Proceedings.** The parties may agree to dispute resolution proceedings to fairly and expeditiously resolve disputes or questions of interpretation under this Agreement. These dispute resolution proceedings may include: (a) procedures developed by the City for expeditious interpretation of questions arising under development agreements; (b) non-binding arbitration as provided below; of (c) any other manner of dispute resolution that is agreed upon by the parties. Nothing in this Agreement shall require the parties to arbitrate.

5.2 **Arbitration.** In the event the parties mutually agree to arbitrate a dispute arising under this Agreement, the arbitration proceeding shall be conducted by an arbitrator who must be a former (1) judge of the Los Angeles County Superior Court; (2) Appellate Justice of the Second District Court of Appeals; or (3) Justice of the California Supreme Court. This arbitrator shall be selected by mutual agreement of the parties.

5.3 **Arbitration Procedures.** In the event the parties mutually agree to arbitrate a dispute arising under this agreement, upon appointment of the arbitrator, the matter shall be set for arbitration at a time not less than thirty (30) nor more than ninety (90) days from the effective date of the appointment of the arbitrator. The arbitration shall be conducted under the procedures set forth in California Code of Civil Procedure Section 638, et. seq., or under such other procedures as are agreeable to both parties, except that provisions of the

California Code of Civil Procedure pertaining to discovery and the provisions of the California Evidence Code shall be applicable to such proceeding.

5.4 **Extension of Agreement Term.** The Term of this Agreement as set forth in Section 6.2 shall automatically be extended for the period of time in which the parties are engaged in dispute resolution to the degree that such extension of the Term is reasonably required because activities which would have or could have been completed prior to the expiration of the Term are delayed beyond the scheduled expiration of the Term as the result of such dispute resolution.

6. GENERAL PROVISIONS

6.1 **Effective Date.** This Agreement shall be effective upon the date on which this Agreement is attested by the City Clerk of the City of Los Angeles after execution by Cedars-Sinai Medical Center and the Mayor of the City. As provided in Section 65868.5 of the Development Agreement Act, and as provided in Section 6.16 hereof, a copy of this Agreement shall be recorded with the Los Angeles County Recorder.

6.2 **Term.** The term of this Agreement ("Term") shall commence on the Effective Date and shall extend until the completion of the Project or 15 years after the Effective Date, whichever is earlier, unless said Term is otherwise terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto. Following the expiration of this Term, this Agreement shall terminate and be of no further force and effect; provided, however, that this termination shall not affect any right or duty arising from entitlements or approvals, including the Project Approvals on the Property approved concurrently with, or subsequent to, the Effective Date of this Agreement. The Term of this Agreement shall automatically be extended for the period of time of any actual delay resulting from any enactments pursuant to the City's Reserved Powers, and for any period during which the parties are engaged in dispute resolution.

6.3 **Appeals to the City Council.** Unless otherwise specified in this Agreement, where an appeal by Cedars-Sinai Medical Center to the City Council from a finding and/or determination of the Planning Commission is created by this Agreement, such appeal shall be taken, if at all, within twenty (20) days after the mailing of such finding and/or determination to Cedars-Sinai Medical Center, or its successors, transferees, and/or assignees, as the case may be. The City Council shall act upon the finding and/or determination of the Planning Commission within eighty (80) days after such mailing, or within such additional period as may be agreed upon by Cedars-Sinai Medical Center and the City Council. The failure of the City Council to act shall not be deemed to be a denial or an approval of the appeal, which shall remain pending until final City Council action.

6.4 **Enforced Delay; Extension of Time of Performance.** In addition to specific provisions of this Agreement, whenever a period of time, including a reasonable period of time, is designated within which either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days during which such party is actually prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of causes beyond the reasonable control of the party to be excused, including: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; litigation and administrative proceedings against the Project (not including any administrative proceeds contemplated by this Agreement in the normal course of affairs (e.g., the annual review)); any approval required by the City (not including any period of time normally expected for the processing of such approvals in the ordinary course of affairs); restrictions imposed or mandated by other governmental entities; enactment of conflicting state or federal laws or regulations; judicial decisions; the exercise of the City's Reserved Powers; or similar bases for excused performance which is not within the reasonable control of the party to be excused (financial

inability excepted); and, any unreasonable time required by the City for the approval of this Agreement. This Section shall not be applicable to any proceedings with respect to bankruptcy or receivership initiated by or on behalf of Cedars-Sinai Medical Center, or, if not dismissed within ninety (90) days, by any third parties against Cedars-Sinai Medical Center. If written notice of such delay is given to either party within (30) days of the commencement of such delay, an extension of time for such cause will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

6.5 Cooperation and Implementation.

6.5.1 Processing. Upon satisfactory completion by Cedars-Sinai Medical Center of all required preliminary actions and payment of appropriate Processing Fees, including the fee for processing this Agreement, the City shall commence and diligently process all required steps necessary for the implementation of this Agreement and development of the Property in accordance with the terms of this Agreement. Cedars-Sinai Medical Center shall, in a timely manner, provide the City with all documents, plans, fees, and other information necessary for the City to carry out its processing obligations. The City shall perform all ministerial acts and issue all permits necessary to effectuate this Agreement.

6.5.2 Other Governmental Permits. Cedars-Sinai Medical Center may apply in a timely manner for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project. The City shall cooperate with Cedars-Sinai Medical Center in its endeavors to obtain such permits and approvals and shall, from time to time at the request of Cedars-Sinai Medical Center, attempt with due diligence and in good faith to enter into binding agreements with any such entity to ensure the availability of such permits and approvals, or services, provided such agreements are reasonable and not detrimental to the City. These agreements may include, but are not

limited to, joint powers agreements under the provisions concerning the Joint Exercise of Powers Act (California Government Code Section 6500, et seq.) or the provisions of other laws to create legally binding, enforceable agreements between such parties. To the extent allowed by law, Cedars-Sinai Medical Center shall be a party to any such agreement, or a third party beneficiary thereof, and shall be entitled to enforce for its benefit on behalf of the City, or in its own name, the rights of the City or Cedars-Sinai Medical Center thereunder or the duties and obligations of the parties thereto. Cedars-Sinai Medical Center shall reimburse the City for all costs and expenses incurred in connection with seeking and entering into any such agreement, provided that Cedars-Sinai Medical Center has requested it. Cedars-Sinai Medical Center shall defend the City in any challenge by any person or entity to any such agreement, and shall reimburse the City for any costs and expenses incurred by the City in enforcing any such agreement. Any fees, assessments, or other amounts payable by the City thereunder shall be borne by Cedars-Sinai Medical Center, except where Cedars-Sinai Medical Center has notified the City in writing, prior to the City entering into such agreement, that it does not desire the City to execute such agreement.

6.5.3 Cooperation in the Event of Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to affirmatively cooperate in defending said action.

6.5.4 Relationship of the Parties. It is understood and agreed by the parties hereto that the contractual relationship created between the parties hereunder is that Cedars-Sinai Medical Center is an independent contractor and not an agent of the City. Further, the City and Cedars-Sinai Medical Center hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing herein or in any document executed in

connection herewith shall be construed as making the City and Cedars-Sinai Medical Center joint venturers or partners.

6.6 Hold Harmless and Insurance.

6.6.1 Hold Harmless. Cedars-Sinai Medical Center hereby agrees to and shall indemnify, save, hold harmless and defend the City, and its elected and appointed representatives, boards, commissions, officers, agents, and employees (collectively, "the City" in this Section), from any and all claims, costs, and liability for any damages, personal injury or death which may arise, directly or indirectly, from Cedars-Sinai Medical Center or Cedars-Sinai Medical Center's contractors, subcontractors, agents, or employees' operations in connection with the construction of the Project, whether such operations be by Cedars-Sinai Medical Center or any of Cedars-Sinai Medical Center's contractors, subcontractors, by any one or more persons directly or indirectly employed by, or acting as agent for Cedars-Sinai Medical Center or any of Cedars-Sinai Medical Center's contractors or subcontractors. Cedars-Sinai Medical Center further agrees to and shall indemnify, save, hold the City harmless and if requested by the City, Cedars-Sinai Medical Center shall defend the City in any action brought by a third party (1) challenging the validity of this Agreement; or (2) seeking damages which may arise directly or indirectly from the negotiation, formation, execution, enforcement or termination of this Agreement. Nothing in this Section shall be construed to mean that Cedars-Sinai Medical Center shall hold the City harmless and/or defend it from any claims arising from, or alleged to arise from, the negligent acts, or negligent failure to act, on the part of the City. The City agrees that it shall fully cooperate with Cedars-Sinai Medical Center in the defense of any matter in which Cedars-Sinai Medical Center is defending and/or holding the City harmless.

6.6.2 Insurance. Without limiting its obligation to hold the City harmless, Cedars-Sinai Medical Center shall provide and maintain at its own expense, during the Term of this

Agreement, the following program of insurance concerning its operations hereunder. The insurance shall be provided by insurer(s) satisfactory to the City on or before the Effective Date of this Agreement. The program of insurance provided shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days prior to any modification or termination of coverage. Such insurance shall be primary to and not contributing with any other insurance maintained by Cedars-Sinai Medical Center, shall name the City as an additional named insured, and shall include, but not be limited to, either comprehensive liability insurance endorsed for Premises/Project Site Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury or Builder's All-Risk Insurance, with a combined single limit of not less than $1,000,000 per occurrence. From time to time, but not more often than once every two (2) years, Cedars-Sinai Medical Center shall increase the coverage limits of insurance required under this Section if so directed by the City after a determination by the City that such an increase is justified using customary and reasonable risk management methods and principles.

6.7 Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation, or enforce by specific performance the obligations and rights of the parties hereto.

6.8 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California, and the venue for any legal actions brought by any party with respect to this Agreement shall be the County of Los Angeles, State of California for state actions and the Central District of California for any federal actions.

6.9 Amendments. This Agreement may be amended from time to time by mutual consent in writing of the parties to this Agreement in accordance with Section 65868 of the Development Agreement Act. Any amendment to this Agreement which relates to the Term,

density, intensity or height, permitted demolitions, uses and other development entitlements shall require notice and a public hearing before the parties may execute an amendment thereto. Cedars-Sinai Medical Center shall reimburse the City for its actual costs, reasonably and necessarily incurred, including the cost of any public hearings, to review any amendments requested by Cedars-Sinai Medical Center.

6.10 Assignment. The Property, as well as the rights and obligations of Cedars-Sinai Medical Center under this Agreement, may be transferred or assigned in whole by Cedars-Sinai Medical Center without the consent of the City; provided, however, that because this Agreement is intended to represent an integrated plan, the failure of any successor-in-interest to perform the obligations assigned to it may result, at the City's option, in a declaration that this Agreement has been breached and an election to terminate this Agreement in its entirety as provided for in Section 5. Cedars-Sinai Medical Center, or any successor transferor, shall give prior written notice to the City of its intention to assign or transfer any of its interests, rights or obligations under this Agreement and a complete disclosure of the identify of the assignee or transferee, including copies of the Articles of Incorporation in the case of corporations and the names of individual partners in the case of partnerships. Any failure by Cedars-Sinai Medical Center to provide said notice shall be curable in accordance with the provisions of Section 5.1. Upon assignment or transfer of the rights under this Agreement, the obligations of Cedars-Sinai Medical Center and the assignee or transferee shall be joint and several.

6.11 Statute of Limitation and Laches. The City and Cedars-Sinai Medical Center agree that each party will undergo a change in position in detrimental reliance upon this Agreement from the time of its execution and subsequently. The parties agree that Section 65009(c) of the Government Code, which provides for a 120 day statute of limitations to challenge the enactment or amendment of a zoning ordinance, is applicable to this Agreement, which will

provide for development consistent with the zoning ordinance. In addition, any persons who may challenge the validity of this Agreement are hereby placed on notice that, should the legality or validity of this Agreement be challenged by any third party in litigation which is filed and served more than 120 days after the execution of this Agreement, the City and Cedars-Sinai Medical Center shall each assert the affirmative defense of laches with respect to such challenge, in addition to all other available affirmative defenses.

6.12 Covenants. The provisions of this Agreement shall constitute covenants which shall be effective for the period during which this Agreement is in effect and shall run with the land comprising the Property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of all assignees, transferees, and successors to the parties hereto.

6.13 Notices. Any notice or communication required hereunder between the City or Cedars-Sinai Medical Center must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any party hereto may at any time, by giving ten (10) days' written notice to the other party hereto, designate any other address in substitution of the address, or any additional address, to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to the City:

City of Los Angeles
200 North Spring Street
Los Angeles, CA 90012
Attn: Director of Planning

Director of Planning
City of Los Angeles
City Hall Room 561-C
200 North Spring Street
Los Angeles, California 90012

With copies to:

General Manager
Department of Transportation
City of Los Angeles
Room 1200, City Hall
200 North Spring Street
Los Angeles, California 90012

City Attorney, City of Los Angeles
Real Property/Environmental Division
1800 City Hall East, 200 N. Main Street
Los Angeles, California 90012

If to Cedars-Sinai Medical Center:

Cedars-Sinai Medical Center, Inc.
8700 Beverly Boulevard
Los Angeles, California 90048
Attn: Peter E. Braveman, Esq.

With a Courtesy Copy to:

Latham & Watkins
633 W. Fifth St., Suite 4000
Los Angeles, California 90071
Attn: George J. Mihlsten, Esq.

Either party may change its address by giving notice in writing to the other party.

6.14 Severability. If any provisions, conditions, or covenants of this Agreement, or the application thereof to any circumstances of either party, shall be held invalid or unenforceable, the remainder of this Agreement or the application of such provision, condition, or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

6.15 Waiver. No waiver of any provision of this Agreement shall be effective unless it is made in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought and refers expressly to this Section. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any right or remedy with respect to any other occurrence or event.

6.16 Recording. As provided in Government Code Section 65868.5, the City Clerk of Los Angeles shall record a copy of this Agreement with the Registrar-Recorder of the County of Los Angeles against all portions of the property then owned by Cedars-Sinai Medical Center within ten (10) days following its execution by both parties. Within ten (10) days of the acquisition by Cedars-Sinai Medical Center of each and any parcels within the Property, a copy of this Agreement shall be recorded against each such parcel acquired by Cedars-Sinai Medical Center, Cedar-Sinai Medical Center shall provide the City Clerk with the fees for such recording prior to or at the time of such recording.

6.17 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title, interest in or to the Property, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

6.18 Successors and Assignees. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties, any subsequent owner of the Property and their respective successors and assignees.

6.19 No Third Party Beneficiaries. The only parties to this Agreement are the City and Cedar-Sinai Medical Center, and their successors-in-interest. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person whatsoever.

6.20 Entitlement to Written Notice of Default. The mortgagee of a mortgage or beneficiary of a deed of trust encumbering the Property, or any part thereof, and their successors and assigns shall, upon written request to the City, be entitled to receive from the City written notification of any default by Cedars-Sinai Medical Center of the performance of Cedars-Sinai Medical Center's obligations under this Agreement which has not been cured within sixty (60) days following the date of default. Cedars-Sinai Medical Center shall reimburse the City for its actual costs, reasonably and necessarily incurred, to prepare this notice of default.

6.21 Discretion to Encumber. The parties hereto agree that this Agreement shall not prevent or limit Cedars-Sinai Medical Center, or its successor, in any manner, at Cedars-Sinai Medical Center's, or its successor's, sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust, or other security device securing financing with respect to the Property or its improvements.

6.22 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties and there are no oral or written representations, understanding or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein and no testimony or evidence of any such representations, understandings, or covenants shall be admissible in any proceedings of any kind or nature to interpret or determine the provisions or conditions of this Agreement.

6.23 Legal Advice; Neutral Interpretation; Headings, Table of Contents, and Index. Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. The headings,

table of contents, and index used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.

6.24 Counterparts. This Agreement is executed in 3 duplicate originals, each of which is deemed to be an original. This Agreement, not counting the Cover Page, Table of Contents or Index, consists of 36 pages and seven (7) Exhibits which constitute the entire understanding and agreement of the parties. The Exhibits are identified as follows:

Exhibit "A" Legal Description

Exhibit "B" Location Map

Exhibit "C" Dedication of Land for Public Purposes/Description of Transportation Improvements

Exhibit "D" Development Intensity of Project/Maximum Building Heights

Exhibit "E" Conceptual Building Plans

Exhibit "F" Community Programs

Exhibit "G" Community Employee Recruitment Program

State of California
County of Los Angeles

On 8-13-93 (DATE) before me, Yoko Saxon, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Richard Riordan (NAME(S) OF SIGNER(S))

☐ personally known to me - OR - ☑ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

YOKO SAXON
Comm #993633
NOTARY PUBLIC CALIFORNIA
LOS ANGELES COUNTY
Comm. Expires May 14, 1997

Yoko Saxon
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)
TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Development Agrmt. Cedars Sinai
NUMBER OF PAGES 69 DATE OF DOCUMENT 8-12-93
SIGNER(S) OTHER THAN NAMED ABOVE N/A

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No 5197

State of California
County of Los Angeles

On 8-16-93 (DATE) before me, Charles F. Ruebsamen, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Sheldon E King and Paul Yaeger (NAME(S) OF SIGNER(S))

☑ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

CHARLES F. RUEBSAMEN
COMM. #995602
Notary Public-California
LOS ANGELES COUNTY
My comm. expires FEB 09,1996

SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)
TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Development Agreement Cedars-Sinai
NUMBER OF PAGES 69 DATE OF DOCUMENT 8-12-93
SIGNER(S) OTHER THAN NAMED ABOVE N/A

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF LOS ANGELES, a municipal corporation of the State of California

By: _____
Richard Riordan, Mayor

APPROVED AS TO FORM:
JAMES K. HAHN, City Attorney

By: Patricia V. Tubert
Deputy City Attorney
PATRICIA V. TUBERT

DATE:

ATTEST:
NANCY RUSSELL City Clerk

By: _____
Deputy

DATE: August 12, 1993

CEDARS-SINAI MEDICAL CENTER

By: Sheldon S. King
Name: Sheldon S. King
Title: President

APPROVED AS TO FORM:
LATHAM & WATKINS

By: _____
George J. Mihlsten
Counsel to Cedars-Sinai
Medical Center

By: _____
Name: Paul Yaeger
Title: Vice President,
Facilities Planning & Development

EXHIBIT A

Legal Description

LEGAL DESCRIPTION:

PER TICOR TITLE INSURANCE COMPANY TITLE REPORT NO. 8562546 DATED MARCH 24, 1989:

PARCEL 1: TRACT I (NORTHWEST CORNER)

THAT PORTION OF PARCEL 1 (SHOWN ON SHEET 1 OF THE SURVEY) SHOWN AS PARCEL 1A ON SHEET 1-A OF THE SURVEY WHICH COMPRISES A PORTION OF LOT 1 OF TRACT 7617 (AS SHOWN ON THE MAP RECORDED IN MAP BOOK 110 AT PAGES 97 AND 98 IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER) AND WHICH IS DESCRIBED IN 4 PARTS AS FOLLOWS:

PART A (1.50 ACRES), BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF ALDEN DRIVE AND THE FORMER WEST RIGHT-OF-WAY LINE OF HAMEL ROAD, WHICH POINT IS NORTH 0°17'31" EAST 63 FEET AND SOUTH 88°22'25" WEST 30 FEET FROM THE INTERSECTION OF THE CENTER LINES OF ALDEN DRIVE AND HAMEL ROAD;

THENCE (1) NORTH 89°43'00" WEST 17.00 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF ALDEN DRIVE;

THENCE (2) SOUTHWEST ALONG THE NORTH RIGHT-OF-WAY LINE OF ALDEN DRIVE AND A SEGMENT OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 608 FEET AN ARC DISTANCE OF 68.99 FEET;

THENCE (3) SOUTH 83°46'56" WEST 101.98 FEET TO A POINT NEAR THE EAST FACE OF A ONE AND TWO-STORY CONCRETE BUILDING LOCATED AS SHOWN ON SHEET 1 OF THE SURVEY;

THENCE (4) NORTH 0°53'00" EAST ALONG A LINE PARALLEL WITH THE EAST FACE OF THE AFORESAID CONCRETE BUILDING 360.59 FEET TO THE NORTH LINE OF LOT 1 OF TRACT 7617;

THENCE (5) SOUTH 89°44'31" EAST 183.42 FEET TO THE FORMER WEST RIGHT-OF-WAY LINE OF HAMEL ROAD; AND

THENCE (6) SOUTH 0°17'31" WEST 345.20 FEET BACK ALONG THE FORMER WEST RIGHT-OF-WAY LINE OF HAMEL ROAD TO THE POINT OF BEGINNING; BUT SUBJECT TO A NONEXCLUSIVE RIGHT AND EASEMENT FOR THE BENEFIT OF THE OWNER AND USERS OF THE ONE AND TWO-STORY CONCRETE BUILDING, THE EAST FACE OF WHICH IS PARALLEL WITH THE WEST BOUNDARY OF PART 1 OF THIS TRACT 1 AS DESCRIBED ABOVE, FOR THE PARKING OF MOTOR VEHICLES SO LONG AS SAID CONCRETE BUILDING REMAINS STANDING AND IN USE AND SUCH PARKING IS REQUIRED BY APPLICABLE ZONING AND SIMILAR CODES OR REGULATIONS; AND

TOGETHER WITH ALL AIR RIGHTS, SUBSURFACE RIGHTS AND OTHER RIGHTS NOT GRANTED TO THE CITY OF LOS ANGELES BY THE EASEMENTS FOR PUBLIC STREET PURPOSES RECORDED ON MAY 9, 1971 AS INSTRUMENT NO. 2066 AND FEBRUARY 24, 1972 AS INSTRUMENT NO. 2589 OVER, UNDER, IN OR TO THE FOLLOWING LAND:

PART B, ALL THE LAND BETWEEN THE NORTH RIGHT-OF-WAY LINE OF ALDEN DRIVE AND A LINE 30 FEET NORTH OF AND PARALLEL WITH THE CENTER LINE OF ALDEN DRIVE BETWEEN THE SOUTHWARD EXTENSION OF THE 4TH AND 6TH COURSES OF THE DESCRIPTION OF PART A OF THIS TRACT I; AND ALSO TOGETHER WITH A PORTION OF PARCEL 1 (SHOWN ON SHEET 1 OF THE SURVEY) LYING TO THE WEST OF PARCEL 1A (SHOWN 1-A OF THE SURVEY) BOUNDED AS FOLLOWS:

PART C, BEGINNING AT THE END OF THE 3RD COURSE OF THE DESCRIPTION OF PART A OF THIS TRACT I;

THENCE (1) NORTH 0°53'00" WEST 360.59 FEET ALONG THE 4TH COURSE OF THE DESCRIPTION OF PART A OF THIS TRACT I TO THE NORTH LINE OF LOT

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1 OF TRACT 7617;
THENCE (2) NORTH 89°44'34" WEST 145.01 FEET TO THE NORTHWEST CORNER OF PART B OF THE LAND DEPICTED ON PARCEL MAP 2436 RECORDED IN MAP BOOK 50 AT PAGE 15;
THENCE (3) SOUTH 0°53'00" WEST 377.07 FEET BACK TO THE NORTH RIGHT-OF-WAY LINE OF ALDEN DRIVE (AT THE MOST EASTERLY POINT BEFORE REACHING THE INTERSECTION OF ALDEN DRIVE AND HAMEL ROAD WHERE SUCH NORTH RIGHT-OF-WAY LINE IS STILL ONLY 30 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF ALDEN DRIVE); AND
THENCE (4) NORTH 83°46'56" EAST 146.12 FEET BACK TO THE POINT OF BEGINNING; AND FURTHERMORE
TOGETHER WITH ALL AIR RIGHTS, SUBSURFACE RIGHTS AND OTHER RIGHTS NOT GRANTED TO THE CITY OF LOS ANGELES BY THE EASEMENTS FOR PUBLIC STREET PURPOSES RECORDED ON MAY 19, 1971 AS INSTRUMENT NO. 2066 AND FEBRUARY 24, 1972 AS INSTRUMENT NO. 2589 OVER, UNDER, IN OR TO THE FOLLOWING LAND:
PART D, ALL THE LAND BETWEEN THE NORTH RIGHT-OF-WAY LINE OF ALDEN DRIVE AND A LINE 30 FEET NORTH OF AND PARALLEL WITH THE CENTER LINE OF ALDEN DRIVE BETWEEN THE SOUTHWARD EXTENSION OF THE 1ST COURSE AND THE END OF THE 3RD COURSE OF THE DESCRIPTION OF PART C OF THIS TRACT I.

PARCEL 2: TRACT II (NORTHEAST CORNER)

THE 6 PARCELS OF LAND SHOWN AS PARCELS 2, 3, 7, 8, 10 AND 6 ON THE SURVEY COMPRISING (A) LOTS 2 AND 3 AND A PORTION OF SAN VICENTE BOULEVARD AS SHOWN ON THE MAP OF TRACT NO. 7617 RECORDED IN MAP BOOK 110 AT PAGES 97 AND 98 IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER, ALL DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
PART A (6.45 ACRES), BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF ALDEN DRIVE AND THE FORMER EAST RIGHT-OF-WAY LINE OF HAMEL ROAD, WHICH POINT IS NORTH 0°17'31" EAST 63 FEET AND NORTH 88°22'25" EAST 30 FEET FROM THE INTERSECTION OF THE CENTER LINE OF ALDEN DRIVE AND HAMEL ROAD;
THENCE (1) NORTH 0°17'31" EAST 343.23 FEET ALONG THE FORMER EAST RIGHT-OF-WAY LINE OF HAMEL ROAD TO THE FORMER NORTH LINE OF HAMEL ROAD;
THENCE (2) NORTH 89°44'31" WEST 37.99 FEET ALONG PART OF THE FORMER NORTH RIGHT-OF-WAY LINE OF HAMEL ROAD TO THE EAST LINE OF PARCEL 6 AS SHOWN ON THE SURVEY (AND OF LOT 15 OF BLOCK 11 OF TRACT 5939);
THENCE (3) NORTH 0°15'34" EAST 114.94 FEET ALONG THE EAST LINE OF SAID PARCEL 6 (AND LOT 15) TO THE SOUTH RIGHT-OF-WAY LINE OF BEVERLY BOULEVARD;
THENCE (4) SOUTH 89°44'26" EAST ALONG A SEGMENT OF THE NORTH LINE OF PARCEL 7 AS WELL AS A SEGMENT OF THE SOUTH RIGHT-OF-WAY LINE OF BEVERLY BOULEVARD 299.54 FEET TO A POINT;
THENCE (5) ALONG SOUTH RIGHT-OF-WAY LINE OF BEVERLY BOULEVARD (AS ESTABLISHED BY ORDER RECORDED IN BOOK D-2603 PAGE 840) AND A SEGMENT OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 750 FEET AN ARC DISTANCE OF 161.72 FEET;
THENCE (6) ALONG THE SOUTH RIGHT-OF-WAY LINE OF BEVERLY BOULEVARD AND A SEGMENT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50 FEET AN ARC DISTANCE OF 23.53 FEET;
THENCE (7) ALONG THE SOUTH RIGHT-OF-WAY LINE OF BEVERLY BOULEVARD AND A SEGMENT OF A CURVE TO THE LEFT HAVING A RADIUS OF 80 FEET AN ARC DISTANCE OF 31.99 FEET;

THENCE (8) ALONG THE SOUTH RIGHT-OF-WAY LINE OF BEVERLY BOULEVARD AND A SEGMENT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 738 FEET AN ARC DISTANCE OF 85.09 FEET;
THENCE (9) ALONG THE SOUTH RIGHT-OF-WAY LINE OF BEVERLY BOULEVARD AND A SEGMENT OF ANOTHER CURVE TO THE RIGHT HAVING A RADIUS OF 27 FEET AN ARC DISTANCE OF 26.37 FEET;
THENCE (10) ALONG THE SOUTH RIGHT-OF-WAY LINE OF BEVERLY BOULEVARD AND A SEGMENT OF A CURVE TO THE LEFT HAVING A RADIUS OF 450 FEET AN ARC DISTANCE OF 24.65 FEET;
THENCE (11) SOUTH 89°44'31" WEST 7.21 FEET TO A POINT ON THE SOUTHWEST RIGHT-OF-WAY LINE OF SAN VICENTE BOULEVARD;
THENCE (12) ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF SAN VICENTE BOULEVARD AND A SEGMENT OF A CURVE TO THE LEFT HAVING A RADIUS OF 457 FEET AN ARC DISTANCE OF 105.57 FEET;
THENCE (13) SOUTH 26°51'05" EAST ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF SAN VICENTE BOULEVARD 234.20 FEET;
THENCE (14) AROUND A SEGMENT OF CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 25 FEET AN ARC DISTANCE OF 51.41 FEET TO THE NORTH RIGHT-OF-WAY LINE OF ALDEN DRIVE;
THENCE (15) NORTH 89°43'00" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF ALDEN DRIVE 686.58 FEET BACK TO THE POINT OF BEGINNING;
TOGETHER WITH THE AIR RIGHTS, SUBSURFACE AND OTHER RIGHTS NOT GRANTED TO THE CITY OF LOS ANGELES BY THE EASEMENTS FOR PUBLIC STREET PURPOSES RECORDED ON JULY 11, 1967 AS INSTRUMENT NO. 3482, ON MAY 19, 1971 AS INSTRUMENT NO. 2066, ON FEBRUARY 24, 1972 AS INSTRUMENT NO. 2589 OR ON SEPTEMBER 26, 1973 BY INSTRUMENT NO. 3365, OR BY THE OFFER TO DEDICATE RECORDED ON FEBRUARY 10, 1972 AS INSTRUMENT NO. 2273, OVER, UNDER, IN OR TO THE FOLLOWING LANDS:
PART B, ALL OF THE LAND WHICH IS SOUTH, EAST AND NORTHEAST OF PART A AS DESCRIBED ABOVE BETWEEN THE SOUTH, EAST AND NORTHEAST BOUNDARIES OF PART A, THE SOUTHWARD EXTENSION OF THE 1ST COURSE OF THE DESCRIPTION OF PART A, A LINE 30 FEET NORTH OF A PARALLEL WITH THE CENTERLINE OF ALDEN DRIVE AND A LINE 50 FEET SOUTH 63°09'55" WEST FROM AND PARALLEL WITH THE NEW CENTERLINE OF SAN VICENTE BOULEVARD (WHICH LINE INTERSECTS THE 12TH COURSE OF THE DESCRIPTION OF PART A AT APPROXIMATELY ITS MIDPOINT); AND
ALL OF THE LAND IN THE BED OF THE VACATED PART OF HAMEL DRIVE BETWEEN PARTS A AND B OF TRACTS I AND II SHOWN AS PARCEL 10 ON THE SURVEY AND DESCRIBED BY COURSES AND DISTANCES AS FOLLOWS:
PART C, BEGINNING AT THE BEGINNING POINT OF PART A OF THIS TRACT II AS DESCRIBED ABOVE;
THENCE (1) NORTH 0°17'31" EAST ALONG THE 1ST COURSE OF THE DESCRIPTION OF PART A OF THIS TRACT II 343.23 FEET;
THENCE (2) ALONG THE 2ND COURSE OF THE DESCRIPTION OF PART A OF THIS TRACT II AND ITS WESTWARD EXTENSION 60.00 FEET TO THE EAST LINE (AND 6TH COURSE) OF PART A OF TRACT I;
THENCE (3) SOUTH 0°17'31" WEST 367.20 FEET ALONG THE EAST LINE AND 6TH COURSE OF PART A OF TRACT 4 AND ITS SOUTHWARD EXTENSION TO A POINT OF TANGENCY WITH A CIRCULAR CURVE TO THE RIGHT HAVING A 10 FOOT RADIUS;
THENCE (4) SOUTHWESTERLY AROUND A SEGMENT OF SAID CURVE AN ARC DISTANCE OF 15,71 FEET TO A LINE 30 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF ALDEN DRIVE;
THENCE (5) SOUTH 89°43'00" EAST ALONG SAID LINE 30 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF ALDEN DRIVE 80 FEET TO A POINT OF TANGENCY WITH ANOTHER CIRCULAR CURVE HAVING A 10 FOOT RADIUS;

THENCE (6) NORTHWESTERLY AROUND A SEGMENT OF SAID CURVE AN ARC DISTANCE OF 15.71 FEET TO THE SOUTHWARD EXTENSION OF THE 1ST COURSE OF THE DESCRIPTION OF PART A OF THIS TRACT II; AND
THENCE (7) NORTH 0°17'31" EAST 24 FEET BACK TO THE POINT OF BEGINNING; AND
ALL OF THE LAND SHOWN AS PARCEL 6 ON THE SURVEY (AND AS LOT 15 OF BLOCK 11 OF TRACT 5939) DESCRIBED BY COURSES AND DISTANCES AS FOLLOWS:
PART D, BEGINNING AT THE END OF THE 2ND COURSE OF THE DESCRIPTION OF PART A OF THIS TRACT II;
THENCE (1) NORTH 89°44'31" WEST ALONG PART OF THE 2ND COURSE OF THE DESCRIPTION OF PART C OF THIS TRACT II AND THE 5TH COURSE OF THE DESCRIPTION OF PART A OF TRACT I 46.00 FEET TO THE WEST LINE OF LOT 15 OF BLOCK 11 OF TRACT 5939;
THENCE (2) NORTH 0°15'34" EAST 114.94 ALONG THE WEST LINE OF LOT 15 TO THE SOUTH RIGHT-OF-WAY LINE OF BEVERLY BOULEVARD;
THENCE (3) SOUTH 89°44'26" EAST ALONG SAID SOUTH LINE 46.00 FEET; AND
THENCE (4) SOUTH 0°15'34" WEST BACK ALONG THE 3RD COURSE OF THE DESCRIPTION OF PART A OF THIS TRACT II TO THE POINT OF BEGINNING.

PARCEL 3: TRACT III (SOUTHEAST CORNER)

THE 4 PARCELS OF LAND SHOWN AS PARCEL 4 AND PARCEL 9 (ACTUALLY, 3 PARCELS) ON THE SURVEY, COMPRISING LOT 1 OF TRACT 29854 AS SHOWN ON THE MAP IN MAP BOOK 849 AT PAGES 42 AND 43 IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER AND PORTIONS OF LOT 7 OF TRACT 7617 AS SHOWN ON THE MAP IN MAP BOOK 110 AT PAGES 97 AND 98 IN THE SAME OFFICE, AND CERTAIN RELATED EASEMENT RIGHTS OVER CERTAIN ADJOINING LAND TO THE SOUTH, ALL DESCRIBED AS FOLLOWS:
PART A (3.65 ACRES), BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF ALDEN DRIVE, WHICH POINT IS SOUTH 0°17'05" WEST 30 FEET AND SOUTH 89°43'00" EAST 45 FEET FROM THE INTERSECTION OF THE CENTERLINE OF ALDEN DRIVE AND HAMEL ROAD;
THENCE (1) SOUTH 89°43'00" EAST 550.26 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF ALDEN DRIVE;
THENCE (2) SOUTHEAST ALONG A SEGMENT OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 15 FEET AN ARC DISTANCE OF 23.56 FEET TO THE WEST RIGHT-OF-WAY LINE OF SHERBOURNE DRIVE;
THENCE (3) SOUTH 0°16'45" WEST 159.61 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF SHERBOURNE DRIVE;
THENCE (4) SOUTH 1°02'35" WEST 135.01 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF SHERBOURNE DRIVE;
THENCE (5) NORTH 89°43'00" WEST 164.28 FEET;
THENCE (6) NORTH 0°17'00" EAST 40.43 FEET;
THENCE (7) SOUTH 71°39'00" WEST 85.48 FEET;
THENCE (8) SOUTH 0°17'00" WEST 13.12 FEET;
THENCE (9) NORTH 89°43'00" WEST 169.92 FEET;
THENCE (10) NORTH 0°17'00" EAST 112.60 FEET;
THENCE (11) NORTH 89°43'00" WEST 163.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF HAMEL ROAD;
THENCE (12) NORTH 0°28'45" WEST 22.41 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF HAMEL ROAD;
THENCE (13) NORTH 0°17'05" EAST 159.59 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF HAMEL ROAD; AND
THENCE (14) AROUND A SEGMENT OF A CIRCULAR CURVE TO THE RIGHT

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HAVING A RADIUS OF 15 FEET AN ARC DISTANCE OF 23.56 FEET BACK TO THE POINT OF BEGINNING; AND
TOGETHER WITH THE AIR RIGHTS OVER AND SUBSURFACE RIGHTS UNDER THE FOLLOWING LAND LYING ABOVE THE ELEVATION OF 181.2 FEET AND BELOW THE ELEVATION OF 159.0 FEET BASED ON THE U.S.G.S. DATUM EFFECTIVE JULY 1, 1925 BY VIRTUE OF ORDINANCE NO. 522222 OF THE CITY OF LOS ANGELES RESERVED IN THE EASEMENT DEED RECORDED ON MAY 19, 1971 AS INSTRUMENT NO. 2066 AND IN THE OFFER AND AGREEMENT RECORDED ON FEBRUARY 1, 1972 AS INSTRUMENT NO. 2394;
PART B, ALL THE LAND BETWEEN PART A OF THIS TRACT III AND PART B OF TRACT II DESCRIBED BY COURSES AND DISTANCES AS FOLLOWS:

BEGINNING AT A POINT ON THE 1ST COURSE OF THE DESCRIPTION OF PART A OF THIS TRACT III WHICH IS PRECISELY 80.00 FEET AS MEASURED NORTH 89°43'00" WEST FROM THE CENTERLINE OF SHERBOURNE DRIVE;
THENCE (1) NORTH 89°43'00" WEST BACK ALONG A SEGMENT OF THE 1ST COURSE OF THE DESCRIPTION OF PART A OF THIS TRACT III 195.17 FEET;
THENCE (2) NORTH 0°17'00" EAST ACROSS THE RIGHT-OF-WAY OF ALDEN DRIVE 60 FEET TO THE LINE 30 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF ALDEN DRIVE WHICH IS THE SOUTH LINE OF PART B OF TRACT II;
THENCE (3) SOUTH 89°43'00" EAST BACK ALONG A SEGMENT OF THE SOUTH LINE OF PART B OF TRACT II 195.15 FEET; AND
THENCE (4) SOUTH 0°17'00" WEST BACK ACROSS THE RIGHT-OF-WAY OF ALDEN DRIVE 60 FEET TO THE POINT OF BEGINNING; AND ALSO TOGETHER WITH ALL OF THE AIR RIGHTS OVER AND SUBSURFACE RIGHTS UNDER THE FOLLOWING LAND LYING ABOVE THE ELEVATION OF 181.8 FEET AND BELOW THE ELEVATION OF 159.8 FEET BASED ON THE U.S.G.S. DATUM IDENTIFIED ABOVE BEFORE PART B OF THIS TRACT III RESERVED IN THE EASEMENT DEED RECORDED ON MAY 19, 1971 AS INSTRUMENT NO. 2066 AND IN THE OFFER AND AGREEMENT RECORDED ON FEBRUARY 1, 1972 AS INSTRUMENT NO. 2394;
PART C, BEGINNING AT A POINT IN THE 1ST COURSE OF THE DESCRIPTION OF PART A OF THIS TRACT III WHICH IS 305.65 FEET AS MEASURED BACK ALONG SAID 1ST COURSE FROM THE BEGINNING POINT OF PART B OF THIS TRACT III;
THENCE (1) NORTH 89°43'00" WEST BACK ALONG THE 1ST COURSE OF THE DESCRIPTION OF PART A OF THIS TRACT A DISTANCE OF 52.67 FEET;
THENCE (2) NORTH 0°17'00" EAST ACROSS THE RIGHT-OF-WAY OF ALDEN DRIVE 60 FEET TO THE LINE 30 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF ALDEN DRIVE WHICH IS THE SOUTH LINE OF PART B OF TRACT II;
THENCE (3) SOUTH 89°43'00" EAST ALONG THE SOUTH LINE OF PART B OF TRACT II 52.67 FEET; AND
THENCE (4) SOUTH 0°17'00" WEST BACK ACROSS THE RIGHT-OF-WAY OF ALDEN DRIVE 60 FEET TO THE POINT OF BEGINNING; AND MOREOVER
TOGETHER WITH ALL OF THE SUBSURFACE RIGHTS BELOW THE ELEVATIONS OF 160.5 AND 162.4 FEET BASED ON THE U.S.G.S. DATUM IDENTIFIED ABOVE BEFORE PART B OF THIS TRACT III RESERVED BY THE EASEMENT DEED RECORDED MAY 19, 1971 AS INSTRUMENT NO. 2066 AND BY THE OFFER AND AGREEMENT RECORDED FEBRUARY 1, 1972 AS INSTRUMENT NO. 2394 UNDER THE FOLLOWING LAND;
PART D, BEGINNING AT A POINT IN THE 14TH COURSE OF THE DESCRIPTION OF PART A OF THIS TRACT III WHICH IS 5.10 FEET SOUTH OF WEST, AS MEASURED BACK ALONG SAID 14TH COURSE, FROM THE BEGINNING POINT OF THE DESCRIPTION OF PART A OF THIS TRACT III;
THENCE (1) NORTH 0°17'05" EAST ACROSS THE RIGHT-OF-WAY OF ALDEN

DRIVE 60.86 FEET TO THE LINE 30 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF ALDEN DRIVE WHICH IS THE SOUTH LINE OF PARTS B AND C OF TRACT II;
THENCE (2) NORTH 89°43'00" WEST 20 FEET ALONG THE SOUTH LINE OF PARTS B AND C OF TRACT II;
THENCE (3) SOUTH 0°17'05" WEST ALONG A LINE 10 FEET NORTH 80°43'00" WEST FROM AND PARALLEL WITH THE 13TH COURSE OF THE DESCRIPTION OF PART A OF THIS TRACT III AND ITS NORTHWARD EXTENSION 233.17 FEET THROUGH THE RIGHT-OF-WAY OF HAMEL ROAD;
THENCE (4) SOUTH 45°17'05" WEST 14.14 FEET THROUGH THE HAMEL ROAD RIGHT-OF-WAY;
THENCE (5) NORTH 89°43'00" WEST THROUGH THE HAMEL ROAD RIGHT-OF-WAY ABOUT 39 FEET TO THE WEST RIGHT-OF-WAY LINE OF HAMEL ROAD AND THE 2ND COURSE OF THE DESCRIPTION OF TRACT IV BELOW;
THENCE (6) SOUTH 1°02'55" WEST ABOUT 20 FEET BACK ALONG A SEGMENT OF THE 6TH COURSE OF THE DESCRIPTION OF TRACT IV BELOW TO A POINT 115.13 FEET FROM THE BEGINNING OF SAID 6TH COURSE;
THENCE (7) SOUTH 89°43'00" EAST 60 FEET ACROSS HAMEL ROAD FROM ITS WEST TO ITS EAST RIGHT-OF-WAY LINE;
THENCE (8) NORTH 0°28'45" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF HAMEL ROAD AND ALONG THE 12TH COURSE OF THE DESCRIPTION OF PART A OF THIS TRACT III ABOUT 32.41 FEET TO THE END OF SAID 12TH COURSE;
THENCE (9) NORTH 0°17'05" EAST ALONG THE 13TH COURSE OF THE DESCRIPTION OF PART A OF THIS TRACT II 159.59 FEET; AND
THENCE (10) AROUND A SEGMENT OF THE 14TH COURSE OF THE DESCRIPTION OF PART A OF THIS TRACT III 18.46 FEET BACK TO THE POINT OF BEGINNING; AND IN FINAL ADDITION THERETO
TOGETHER WITH ALL OF THE EASEMENTS GRANTED BY THE DECLARATION AND AGREEMENT, RESTRICTIONS AND RECIPROCAL EASEMENTS RECORDED ON FEBRUARY 8, 1977 AS INSTRUMENT NO. 77-135299 (AS AMENDED BY A FIRST AMENDMENT MADE AND ENTERED INTO AS OF MAY, 1978) IN, TO, OVER AND UNDER ALL OR PARTS OF THE FOLLOWING LAND:
PART E, ALL THE PARCEL OF LAND SOUTH OF PART A OF THIS TRACT III BOUNDED BY HAMEL ROAD ON THE WEST, THIRD STREET ON THE SOUTH AND SHERBOURNE DRIVE ON THE EAST CONTAINING ABOUT 3.57 ACRES ON WHICH A NEW MEDICAL OFFICE BUILDING IS UNDER CONSTRUCTION BY HOWARD S. WRIGHT DEVELOPMENT CO. AND MEDICAL OFFICE BUILDINGS, LTD.

PARCEL 4: TRACT IV (SOUTHWEST CORNER)

APPROXIMATELY 4.20 ACRES OF LAND SHOWN AS PARCEL 5 ON THE SURVEY COMPRISING (A) A PORTION OF LOT 8 AS SHOWN ON A MAP OF TRACT NO. 7617 RECORDED IN MAP BOOK 110 AT PAGES 97 AND 98 IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER AND DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF ALDEN DRIVE WHICH IS NORTH 89°43'00" WEST 45 FEET AND SOUTH 0°17'05" WEST 30 FEET FROM THE INTERSECTION OF THE CENTERLINE OF ALDEN DRIVE AND HAMEL ROAD;
THENCE (1) NORTH 89°43'00" WEST 427.72 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF ALDEN DRIVE TO THE EAST LINE OF AN ALLEY;
THENCE (2) SOUTH 0°53'00" WEST 402.61 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF THE ALLEY;
THENCE (3) SOUTH 44°25'00" EAST 14.07 FEET TO THE NORTH LINE OF ANOTHER ALLEY;

THENCE (4) SOUTH 89°43'00" EAST 435.03 FEET ALONG THE NORTH LINE OF THIS SECOND ALLEY TO THE WEST RIGHT-OF-WAY LINE OF HAMEL ROAD;
THENCE (5) NORTH 0°17'05" EAST 88.04 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF HAMEL ROAD;
THENCE (6) NORTH 1°02'55" EAST 150.01 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF HAMEL ROAD;
THENCE (7) NORTH 0°17'05" EAST 159.57 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF HAMEL ROAD; AND
THENCE (8) AROUND A SEGMENT OF A CIRCULAR CURVE TO THE LEFT HAVING A 15 FEET RADIUS AN ARC DISTANCE OF 23.56 FEET BACK TO THE POINT OF BEGINNING.

PARCEL 5:

LOT 4 AND THE NORTHERLY 10 FEET OF LOT 5 MEASURED AT RIGHT ANGLES AND RADIALLY TO THE NORTHERLY LINE OF SAID LOT 5 OF TRACT NO. 7617, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 110, PAGES 97 AND 98, INCLUSIVE, OF MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

PARCEL 6:

LOTS 10, 11, 12, 13 AND 14, IN BLOCK 11 OF TRACT NO. 5939, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 62, PAGES 43 AND 44, INCLUSIVE, OF MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL RIGHTS IN MINERAL, OIL, GAS AND OTHER HYDROCARBONS LOCATED IN, ON OR BENEATH SAID LAND, AS QUITCLAIMED TO THOMAS N. WONG, ET AL., BY AN INSTRUMENT RECORDED NOVEMBER 13, 1978 AS INSTRUMENT NO. 78-1264640.

PARCEL 7:

LOT 6 OF TRACT NO. 7617 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 110, PAGES 97 AND 98, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

PARCEL 8:

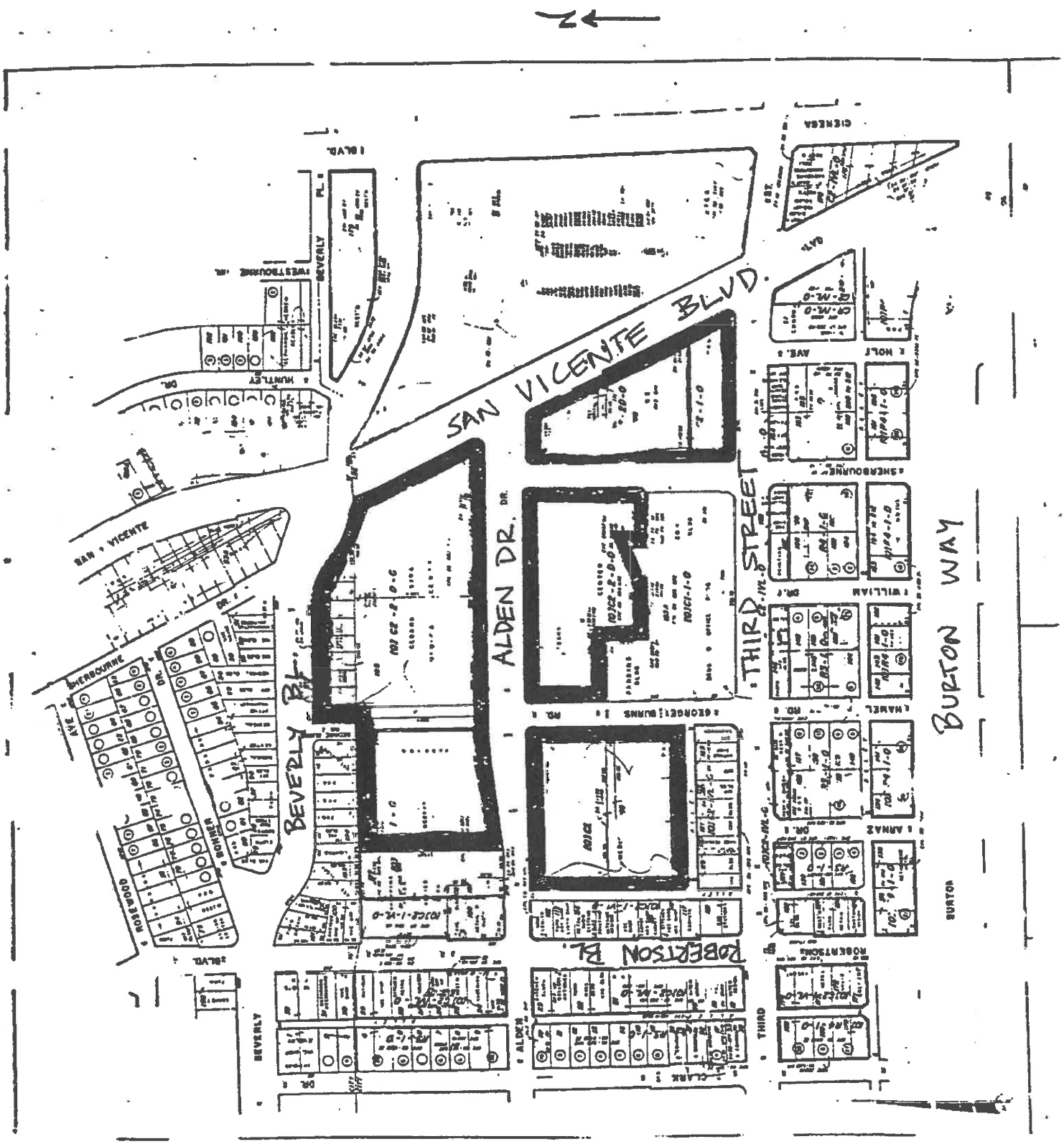
THE SOUTHERLY 10 FEET OF LOT 5 OF TRACT NO. 7617, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 110, PAGES 97 AND 98 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

F:\WP\MAPPING\0487-111.EX1

EXHIBIT B

Location Map

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LOCATION MAP 93 1590786

CPC 92-0530 ZC
92-0533 HD

EXHIBIT C

Dedication of Land For Public Purposes/
Description of Transportation Improvements

Dedication of Land for Public Purposes

A. Dedication of the north side of Third Street and the southwest side of San Vicente Boulevard north of Third Street adjoining the subject property to the satisfaction of the City Engineer.

Description of Transportation Improvements

A. Installation of Automated Traffic Surveillance and Control (ATSAC) equipment at the intersection of Third Street and Orlando Avenue to the satisfaction of DOT and the City Engineer.

B. Installation of Automated Traffic Surveillance and Control (ATSAC) equipment at the intersection of Third Street and Robertson Boulevard to the satisfaction of DOT and the City Engineer.

C. Design and installation of street improvements at the following intersection to the satisfaction of DOT and the City Engineer:

1. San Vicente Boulevard/Wilshire Boulevard
2. San Vicente Boulevard/La Cienega Boulevard
3. San Vicente Boulevard between Beverly Boulevard and Burton Way
4. Beverly Boulevard between San Vicente Boulevard and La Cienega Boulevard
5. Third Street between Sherbourne drive and La Cienega boulevard
6. Robertson Boulevard/Burton Way

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EXHIBIT D

Development Intensity of Project/Maximum Building Heights

Development Intensity

The total gross floor area contained in all buildings on the subject property shall not exceed 2.27 million square feet. In no event shall the overall floor area ratio of development on the subject property exceed 2.46:1. The project shall consist of the following structures and building expansion areas:

A.	Outpatient Diagnostic and Treatment Center	
	Medical Suites	Maximum 209,000 square feet GFA
	Laboratory Space	Maximum 90,000 square feet GFA
	Administrative/Support Space	Maximum 41,000 square feet GFA
B.	Organ Transplant Wing	Maximum 170,000 square feet GFA
	including	Maximum 110 hospital beds
C.	Rehabilitation Center	Maximum 127,500 square feet GFA
	including	Maximum 200 hospital beds
D.	MRI Center	Maximum 21,000 square feet GFA
E.	Additional Administrative Space	Maximum 23,300 square feet GFA
F.	Emergency Room Expansion	Maximum 3,700 square feet GFA
G.	Computer Services Facility Expansion	Maximum 14,500 square feet GFA

Gross floor area (GFA) shall be calculated as defined in Los Angeles Municipal Code Section 12.03.

Building Height

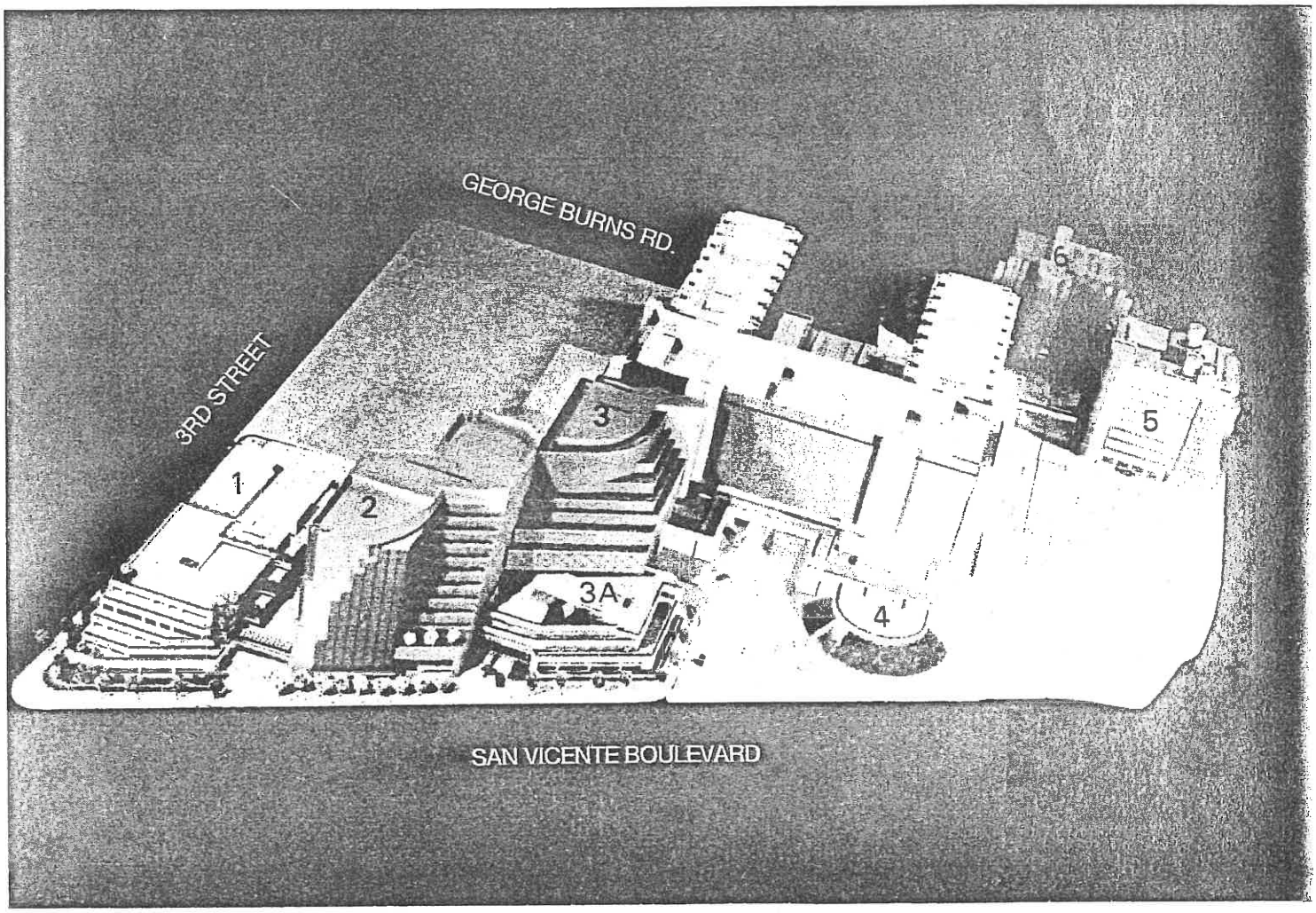
No building or structure located on the subject property shall exceed one hundred eighty five (185) feet in height above grade as defined by Los Angeles Municipal Code Sections 12.21.1-B.3a and b.

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EXHIBIT E

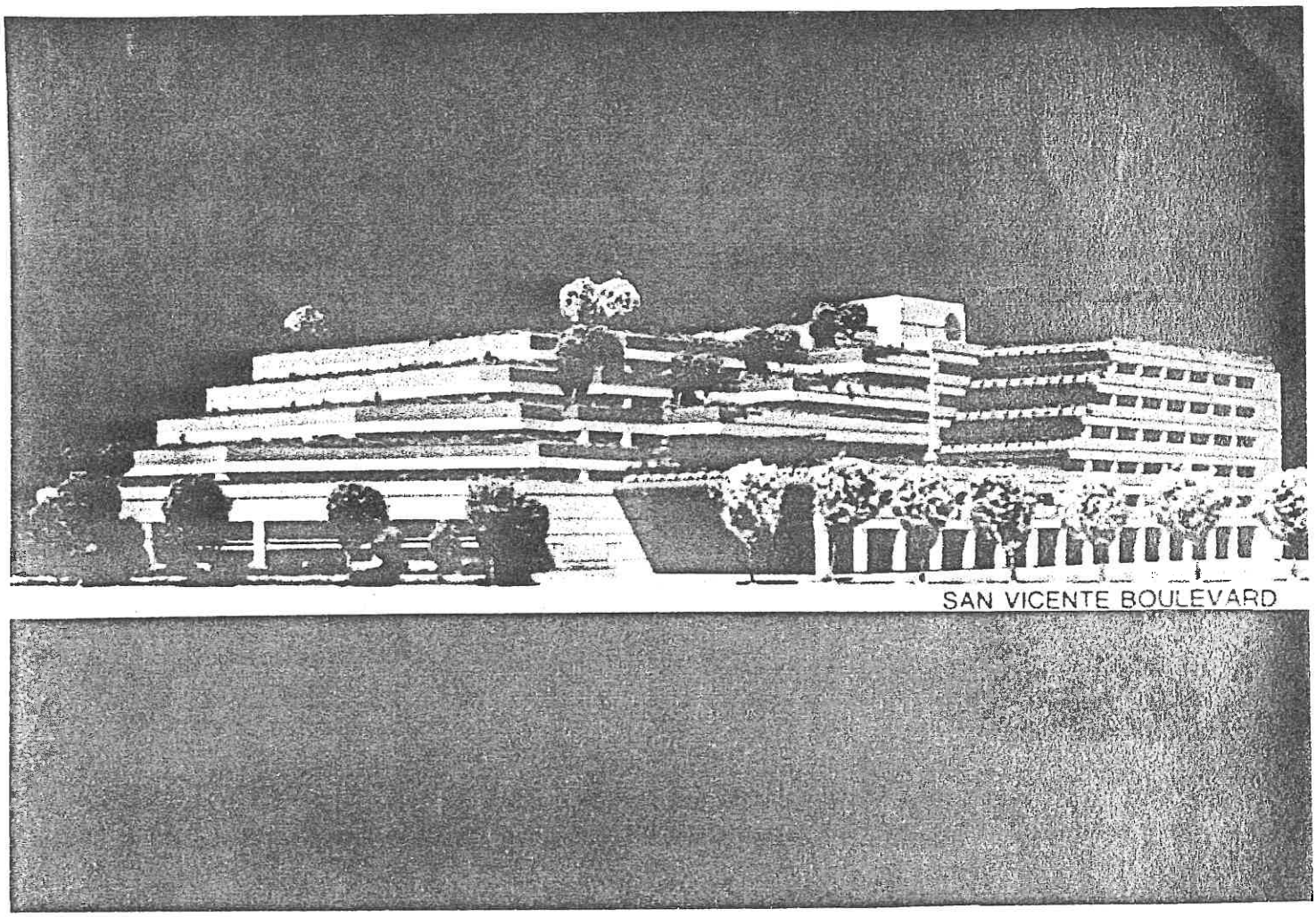
Conceptual Building Plans

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CSMC: SITE

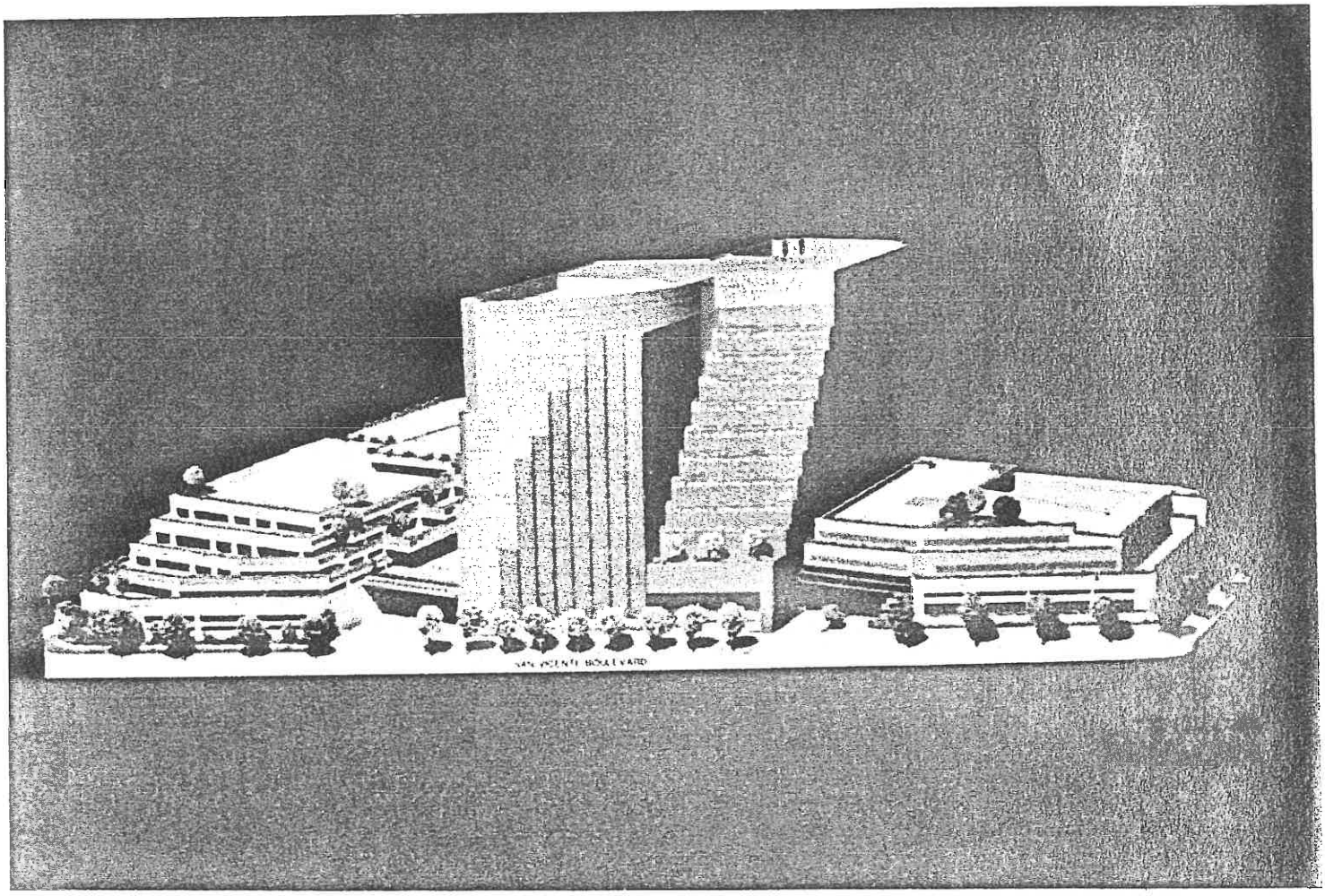
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CSMC: SOUTH PARKING

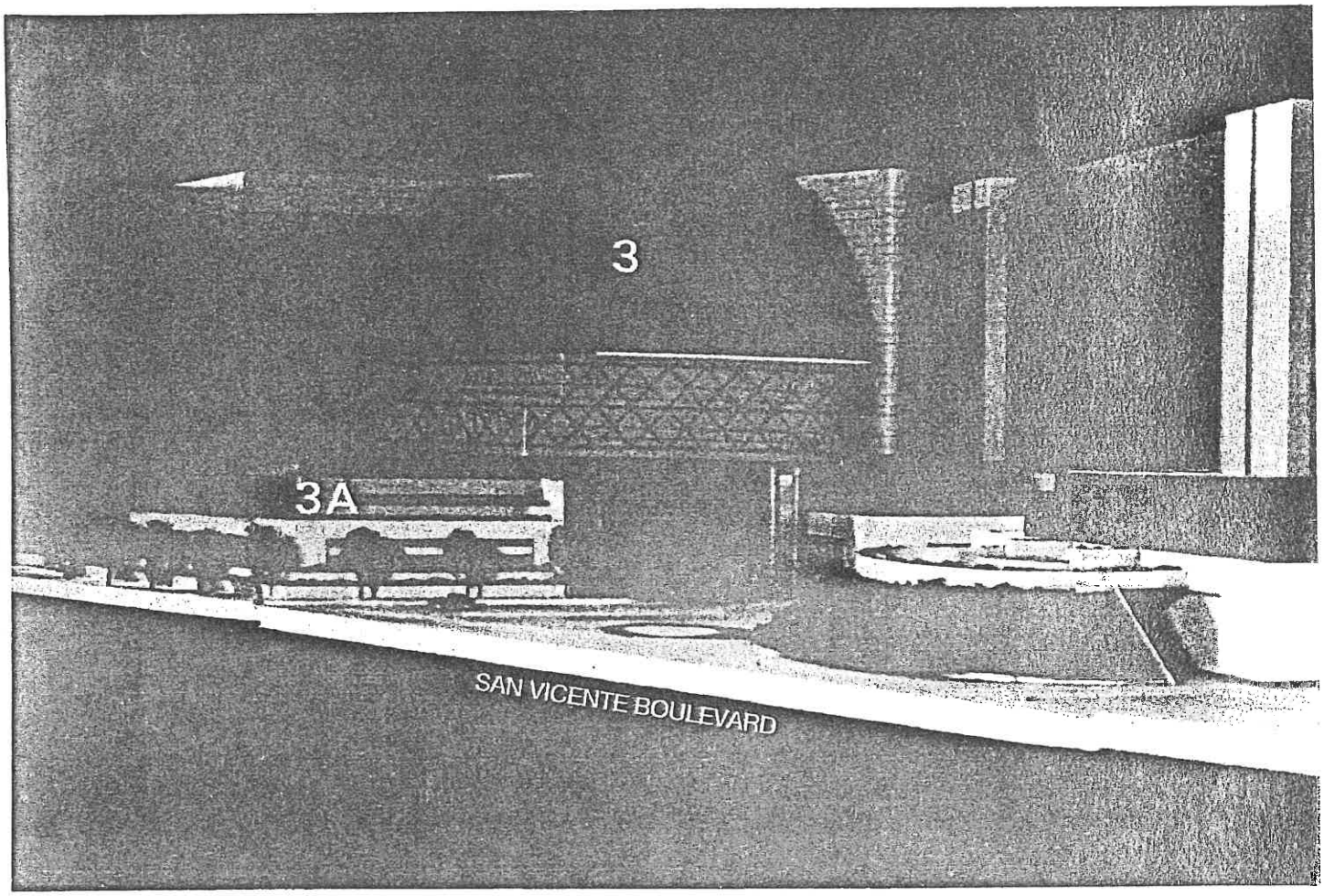
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(a)



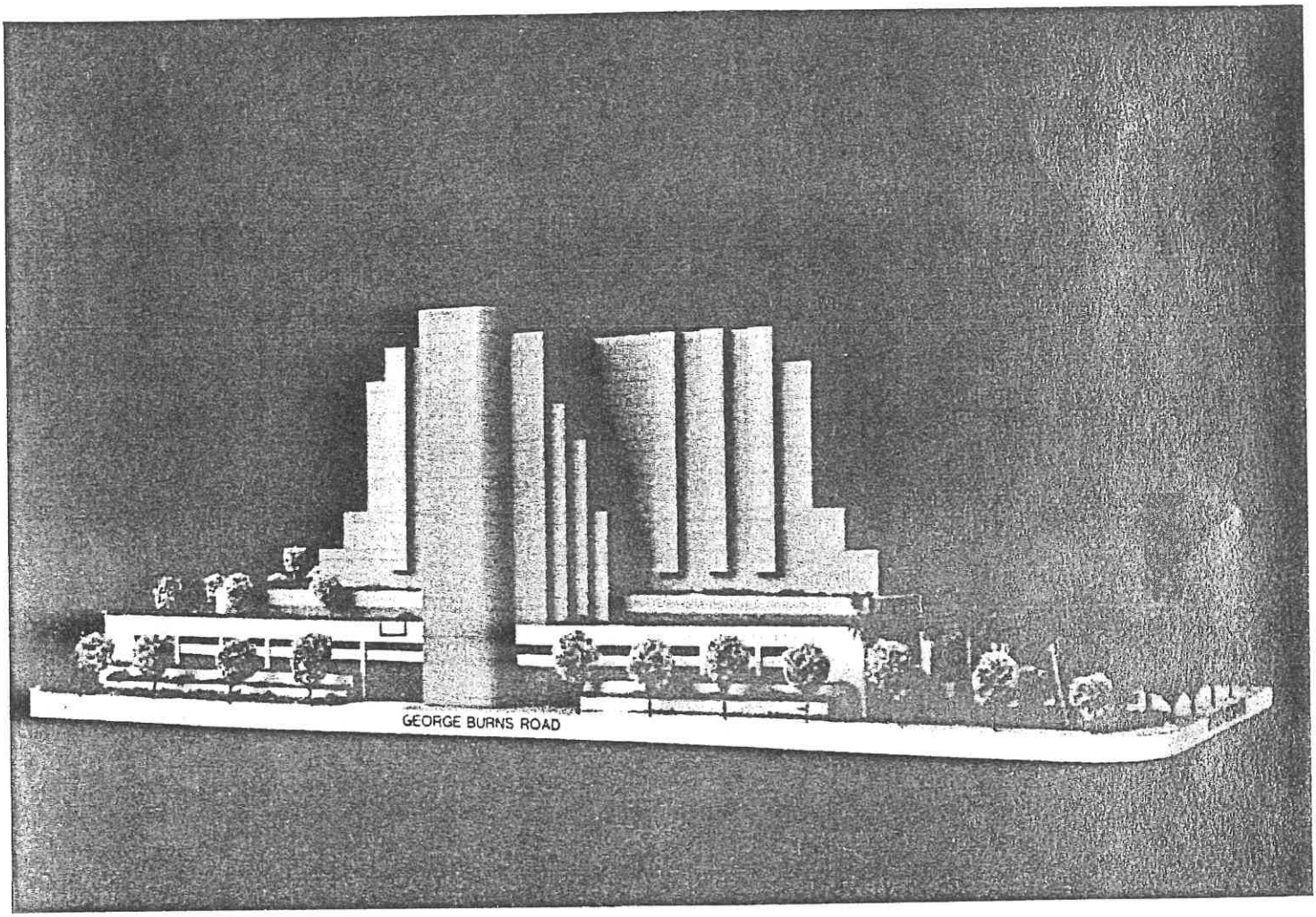
CSMC: OUTPATIENT DIAGNOSTIC AND TREATMENT CENTER

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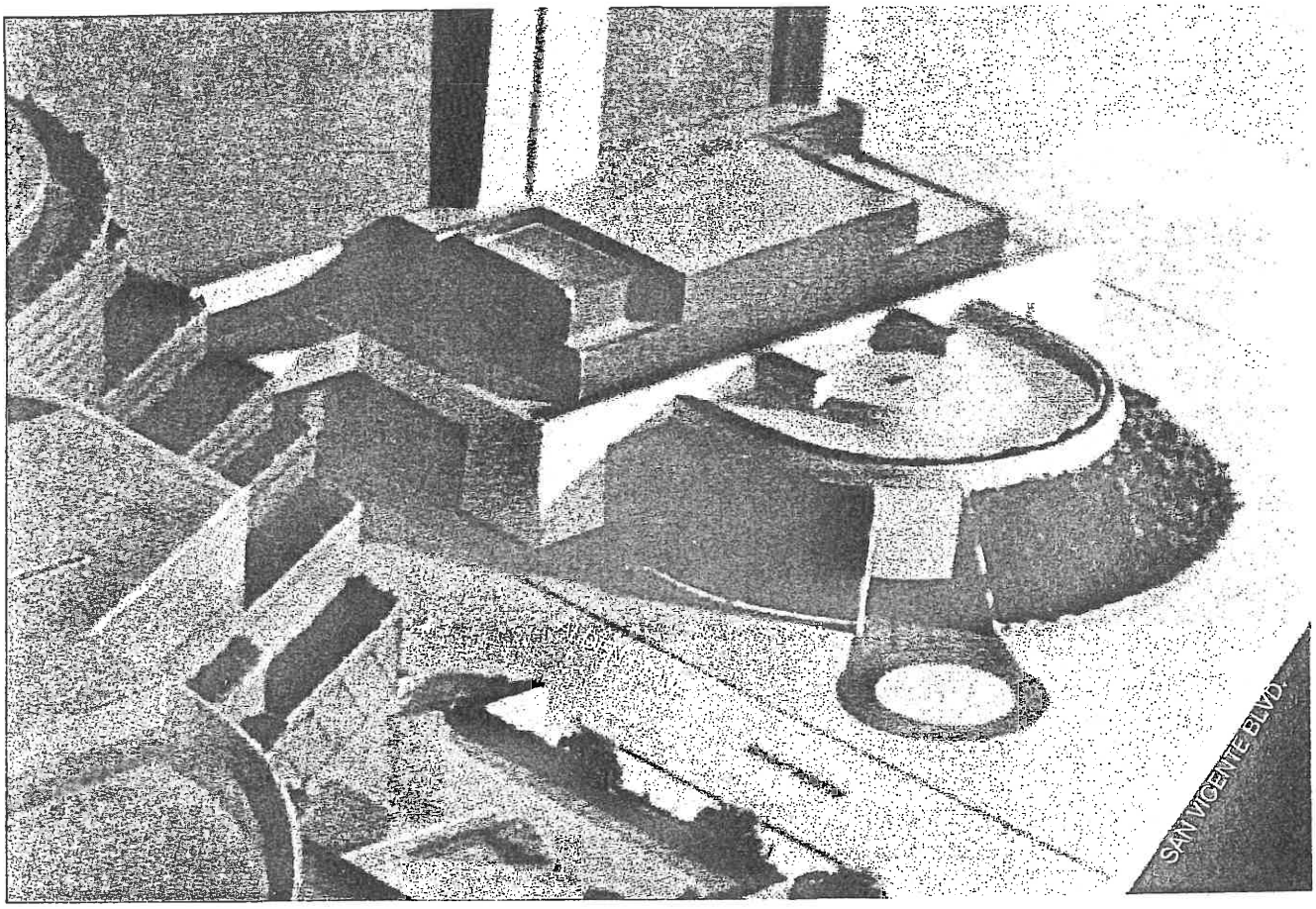
CSMC: ORGAN TRANSPLANT WING

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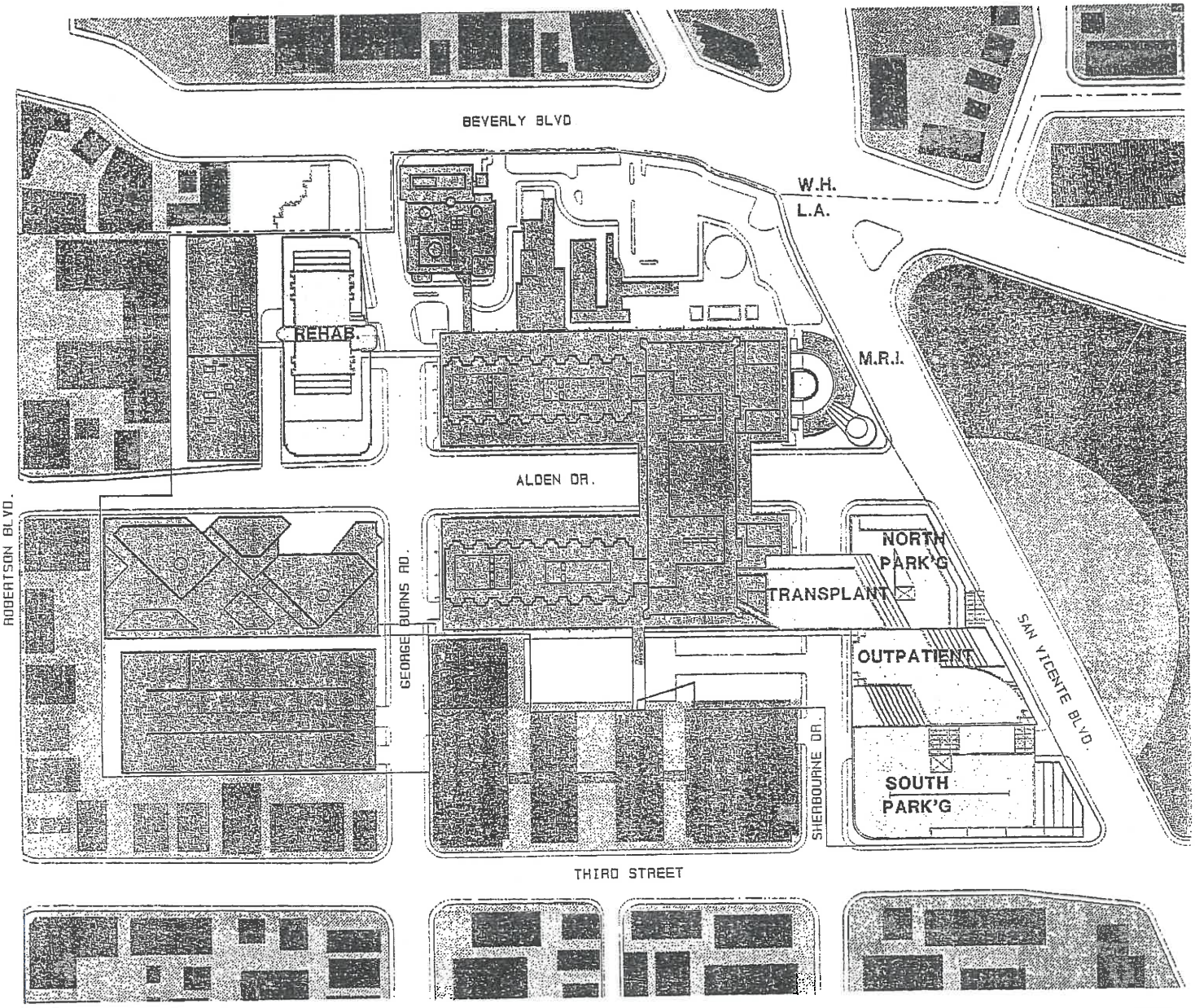
CSMC: REHABILITATION CENTER

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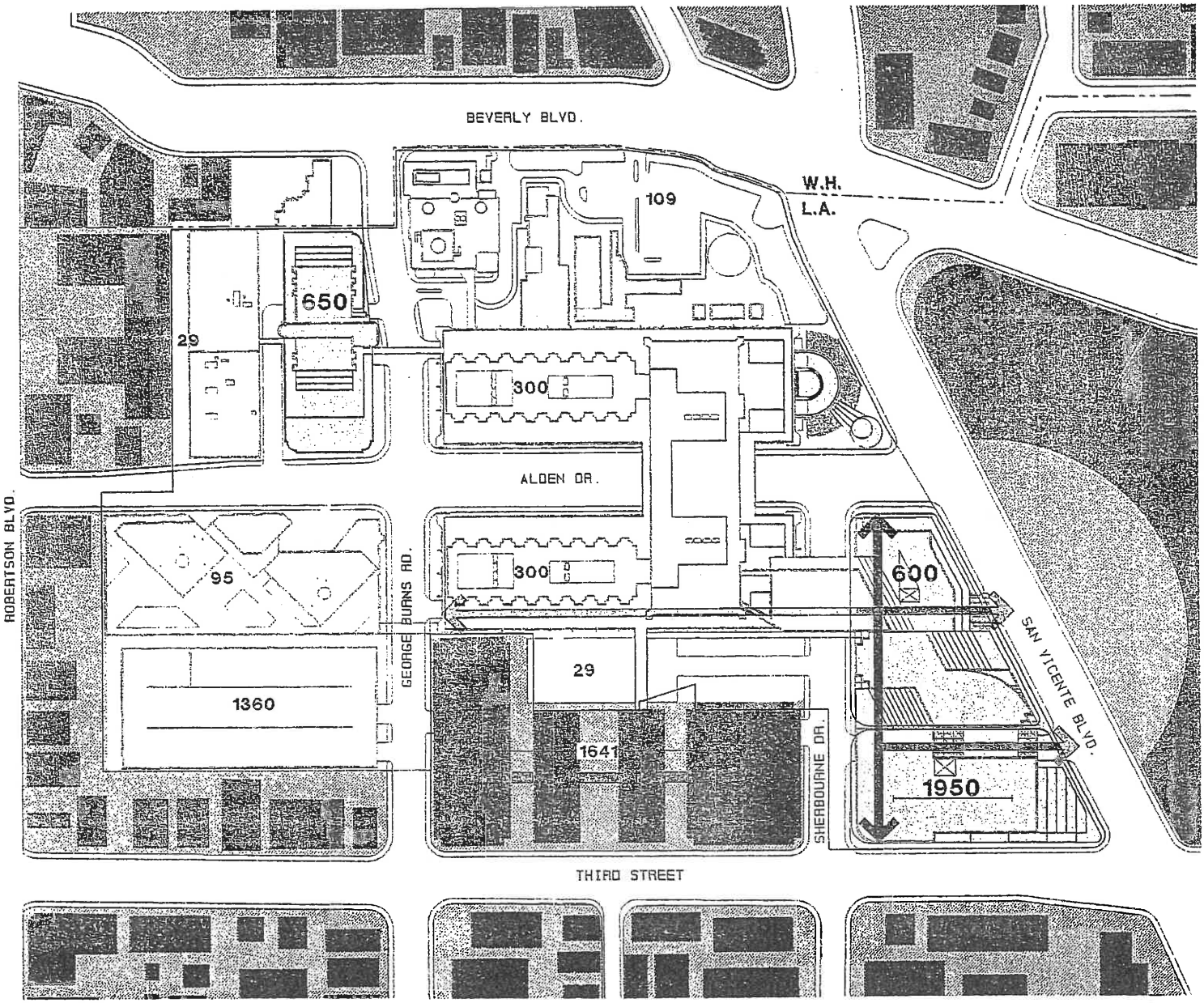
CSMC: MRI

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CSMC: SITE PLAN

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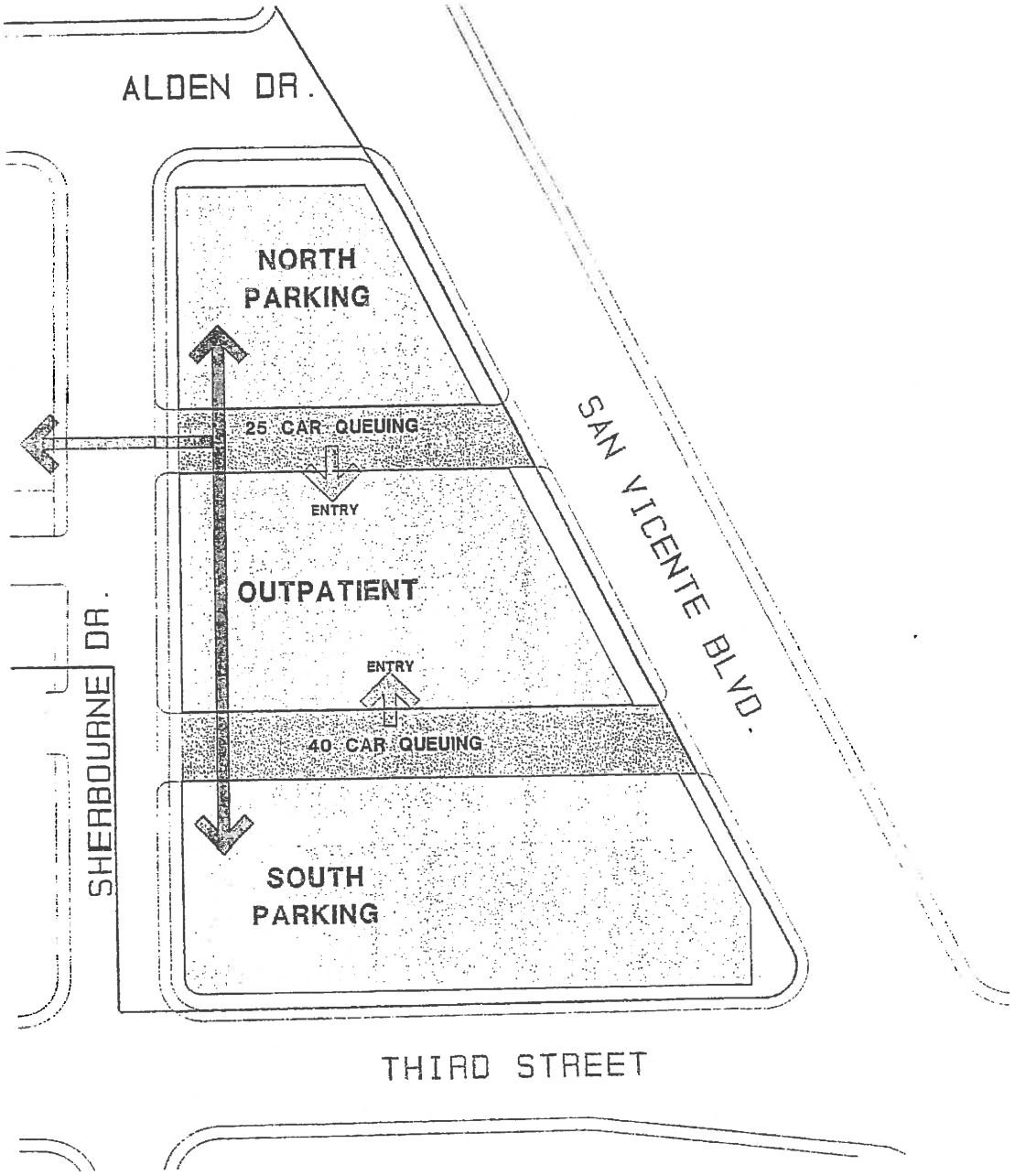


SOUTH PARKING	1950 SP
NORTH PARKING	600 SP
REHAB PARKING	650 SP
MEZZANINE LINK	

0 50 100 150
SCALE Feet

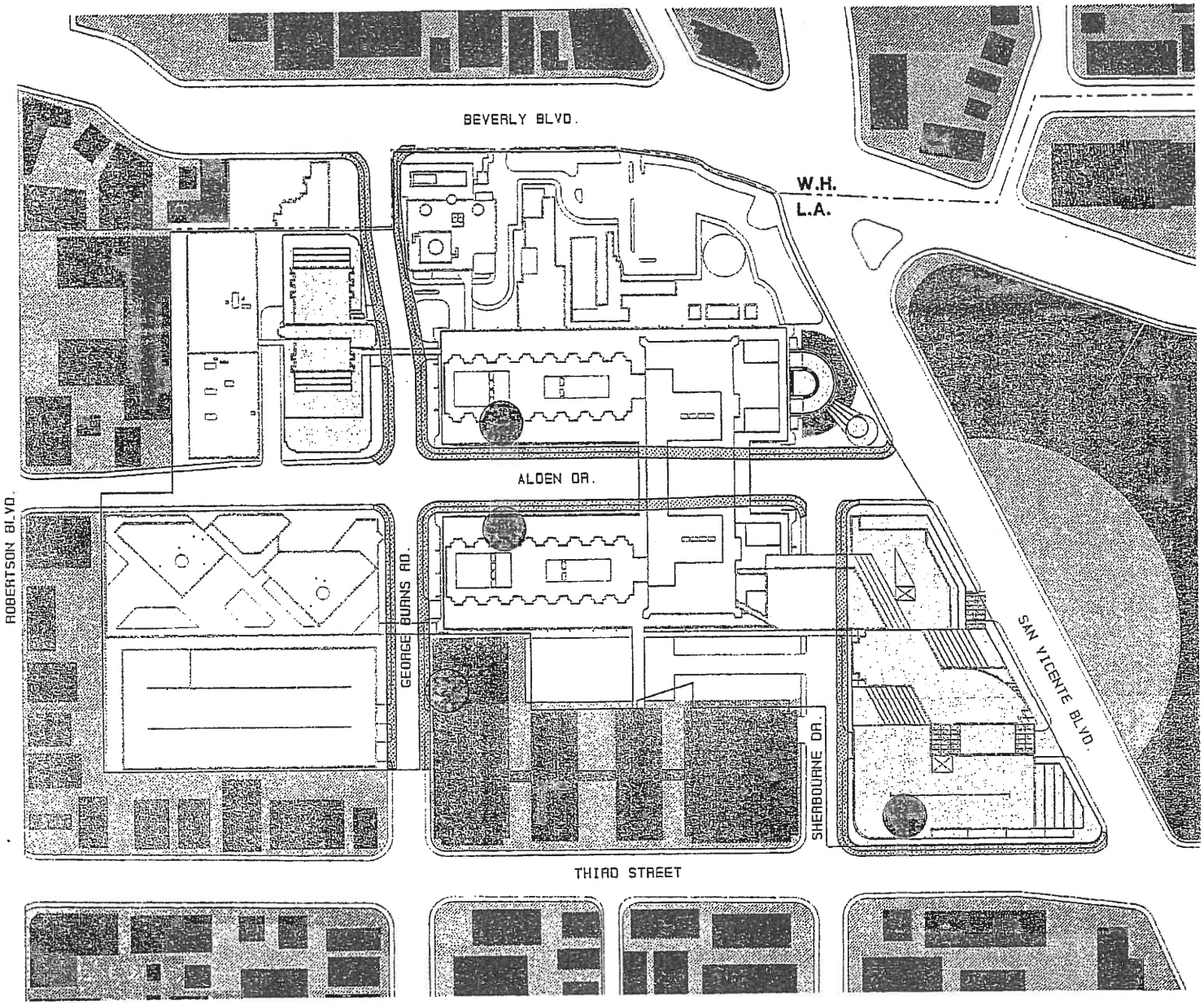
CSMC: PARKING PLAN

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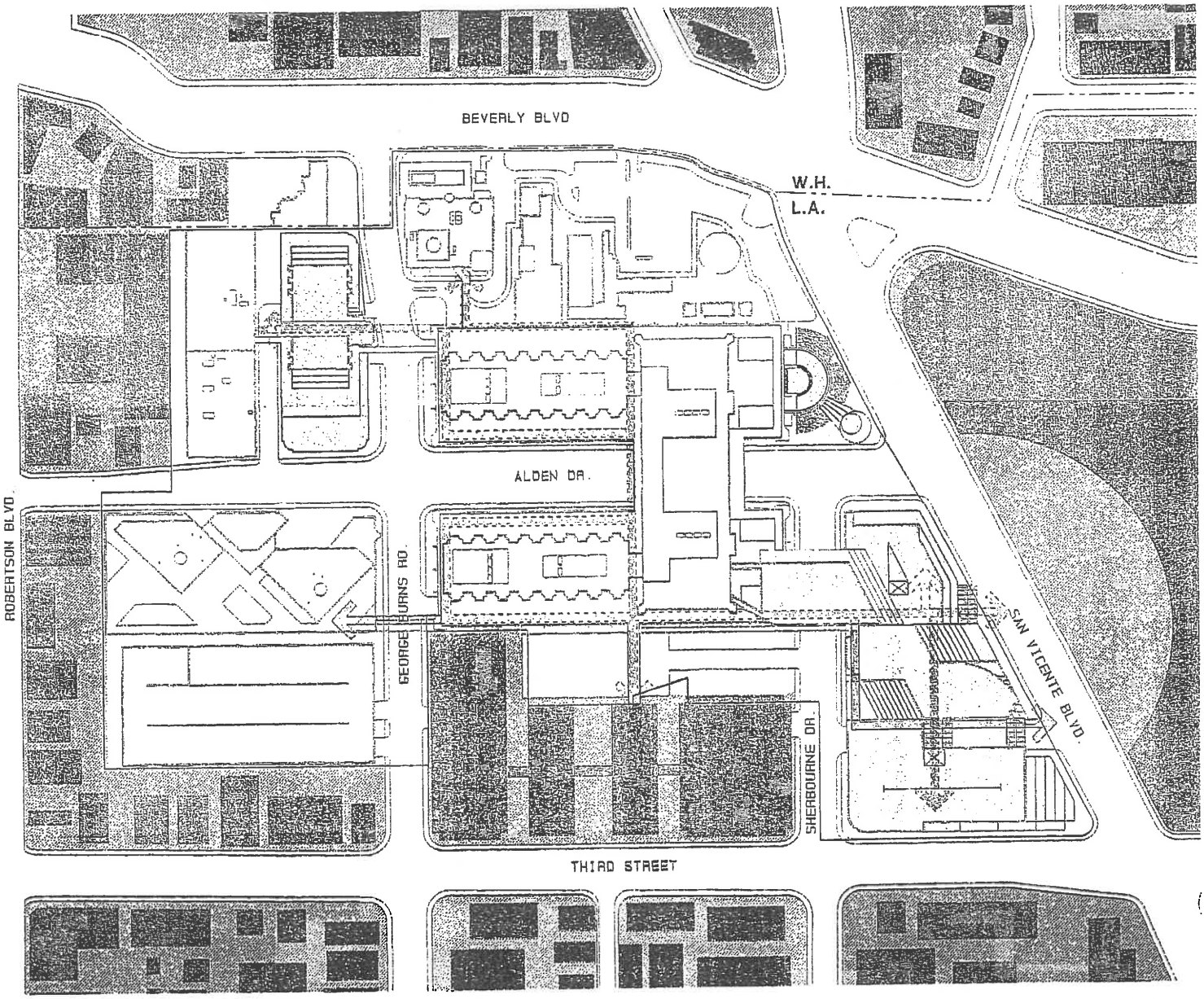
CSMC: SITE ONE

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CSMC: PEDESTRIAN/STREET

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CSMC: PEDESTRIAN/PLAZA

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EXHIBIT F

CEDARS-SINAI MEDICAL CENTER

COMMUNITY PROGRAMS AND SERVICES

Cedars-Sinai Medical Center will continue its provision of financial and other assistance to specific community programs relating to the mission of Cedars-Sinai Medical Center and designed for the participation and education of the local community, including continuing provisions of free and part-pay health care to community members.

Cedars-Sinai cannot commit to specific programs or health care facilities or agencies to which assistance will be provided over the term of the Development Agreement. The following programs are provided by Cedars-Sinai Medical Center as of April, 1993, and are representative of the type and scale of Community Programs to be provided by Cedars-Sinai Medical Center over the term of the Development Agreement.

School/Youth Programs

Adopt-A-School Program

Cedars-Sinai adopted Fairfax High School in 1985. Each year it conducts career awareness and health care programs, donates supplies, provides speakers and tutors, offers student health fairs and field trips to the Medical Center.

Student Tours

Tours for local elementary and junior high schools are available and include lectures, demonstrations, visits to special departments and health career counseling. Cedars-Sinai conducts seven or eight tours each year.

Teen Line

Telephone helpline, using teen counselors, addresses issues including suicide prevention, drug use, child abuse, pregnancy and depression.

SafeSitter

This two-day course teaches teenagers to be medically responsible, creative and attentive babysitters. The course is taught by a certified professional and is offered at a low-fee.

Kidsafe

Designed for children ages 4-14, this class educates children and their parents about child safety, how to make emergency calls, earthquake preparedness, etc.

Senior Programs

Center Strutters

A walking program for seniors held at the Beverly Center that includes health related lectures.

Senior Resource Center

Provides a telephone and walk-in resource and referral system offering information on medical, social, and legal issues. It also has information on residential facilities, drivers and companions.

Early Bird Dinner Program

Offers low-cost meals in the Medical Center coffee shop to seniors.

Senior Care Program

This membership program offers financial and insurance counseling, special discounts on pharmaceuticals, educational lectures, and a quarterly program newsletter.

Senior Shape Up

this exercise class is offered at a nominal fee three times per week. The class is designed to help improve endurance, strength and flexibility.

Health Programs

Growth Screening

Each year, Cedars-Sinai offers a free growth screening day for children ages 4-14 who are not growing at a normal rate.

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Kids Care

Free immunizations and health screening are offered to children up to 12 years of age. Co-sponsored with the American Red Cross and the Department of Health Services. The same program, co-sponsored by Cedars-Sinai, is also presented at local churches.

Health Fair Expo

A one-day free health screening and education program which includes blood pressure testing, height and weight, health consultations, etc.

Prostate Cancer Screening

Free prostate cancer screening and education program each year.

Skin Cancer Screening

Free skin examinations are given by board certified dermatologists, and education and referrals are provided by registered nurses.

Student Health Fairs

A one-day health education screening program is presented at a local high school each year. Co-sponsored by Cedars-Sinai, health care providers, health and voluntary agencies.

CPR and First Aid

Free CPR classes which are taught once a month. Classes include a lecture, demonstration and skill practice.

Educational Programs

Freedom from Smoking

A seven session program designed to help adults quit smoking, offered at a nominal fee.

Health Lecture Series

Health education classes designed for business and industry and conducted by Cedars-Sinai experts and professionals upon request.

Speakers Bureau

Cedars-Sinai arranges a series of free lectures on medical issues.

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Senior Care Lectures

Lectures conducted throughout the year by professionals in a variety of health-related fields.

Prenatal Education Programs

Cedars-Sinai offers more than a dozen courses in prenatal education, infant care, breast-feeding, etc.

Special Counseling

Children and Families of Divorce

Provides assistance and counseling for parents and children of all ages. Also provides education to attorneys, judges, and mental health clinicians in the area of psychological needs of adolescents and parents after divorce.

Psychological Trauma Center

Helps children, teachers and families cope with traumatic events.

Warmline and Primary Prevention Program

Telephone guidance and counseling is provided to parents who have the potential to abuse their children.

Other Programs

Food, Clothing and Toy Drive

Cedars-Sinai employees, volunteers and medical staff collect food, clothing and toys for needy families and the homeless throughout the year.

Hospice Program

A special team of health care professionals, social workers and volunteers offers inpatient hospice care to terminally ill patients.

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In addition, Cedars-Sinai provides community service in collaboration with the following organizations:

American Heart Association
American Cancer Society
American Red Cross
Aviva Center
Chabad House
Foundation for the Junior Blind
Iranian-American Federation
Israeli Student Organization
Jewish Federation Council
Jewish Family Service
Jewish Community Center Association
Los Angeles Free Clinic
National Black Nurses Association
National Institutes of Health
International Patient Education Council
Advisory in Health Promotion & Research
City of West Hollywood
American Lung Association
International Association of Enterostomal Therapists
National Cholesterol Education Program
Venice Free Clinic
Vista Del Mar
West Hollywood Senior Center

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EXHIBIT G

Community Employee Recruitment and Outreach Program

In order to provide increased employment opportunities for members of the community surrounding the Project site, Cedars-Sinai Medical Center shall establish a Community Employment Recruitment and Outreach Program which may include:

1. Posting of notices of available job opportunities in and around residential locations adjacent to the Project site, including notification to community-based job training and development programs including community-based media.

2. Publication of advertisements encouraging local residents to apply for job opportunities.

3. Development of employment procedures such as a job fair at the Project site or other similar marketing efforts to increase the ability of local residents to become aware of potential job opportunities at the site.

4. When reviewing employment applications, after screening for standard job qualifications, give primary emphasis to make offers of employment available to those in the otherwise equally qualified applicant pool who reside in the local labor area.

5. When awarding building services contracts, Cedars-Sinai Medical Center shall take reasonable efforts to ensure that primary emphasis is given, as among otherwise qualified businesses, to those entities which are located in or adjacent to the local labor area and whose employees reside closest to the Project site.

October 16, 2021

Doug Haines
P.O. Box 93596
Los Angeles, CA 90093-0596

Los Angeles City Planning Commission
200 N. Spring St.
Los Angeles, CA 90012

Chair Millman and Honorable Commission members.

The Hollywood Target at Sunset Blvd. and Western Ave. has been in operation for almost a year.

As part of the City Planning Commission's approval of the Hollywood Target and its new Subarea F of the Vermont/Western Transit Oriented District Specific Plan (a "Highway Oriented" subarea for a transit oriented specific plan), Target was conditioned to provide a prominent transit directory, abundant bicycle parking, a large pedestrian plaza, and free delivery to residents of the SNAP.

Please note by the photos below that the required Transit Directory located at the front of the Hollywood Target has been blank since it was installed a year ago:





Please further note by the below photo that Target provides no chairs for the required tables in its pedestrian plaza (to prevent pedestrians from sitting in the pedestrian plaza):



Please also note by the below photo that none of the Target bike racks are used (because people do not ride their bikes to shop at Target):



I wish to also bring to the commission's attention that Target does not provide free delivery to shoppers who reside within the SNAP.

Does anyone ever enforce the conditions imposed upon discretionary projects?

Thank you for your attention to this issue.

Doug Haines

BRENTWOOD HOMEOWNERS ASSOCIATION

PO Box 49427 ■ Los Angeles, California 90049 ■ (424) BHA-8765 ■info@brentwoodhomeowners.org

October 18, 2021

Via email

Los Angeles City Planning Commission
200 N. Spring St., Rm. 272
Los Angeles, CA 90012

Re: October 21, 2021 Agenda Item #6; MSMU Wellness Pavilion
CPC-1952-4072-CU-PA1; ZA-2017-928-ZAD; CPC-1952-4072-CU

Dear Commission President Millman and Commissioners,

Brentwood Homeowners Association's (BHA)[1] is strongly opposed to Mount Saint Mary's Wellness Pavilion Expansion (the Project).

It is with great disappointment that BHA reviewed the Staff Report for the MSMU project. The Staff Report ignores critical concerns regarding the Project's size and impacts on neighboring residents and the broader community. As set forth below, there are several reasons why the FEIR is deficient and erroneous, and why approval of the FEIR and the entitlements requested by the Plan Approval would be unlawful. This letter also recommends revisions to the Conditions of Approval for clarity and to eliminate impacts to the community.

I. The Proposed Required Findings Under LAMC 12.24 E Related to the Request for a Plan Approval in Accordance with LAMC Section 12.24 M for the Construction and Operation of The Wellness Pavilion ("Project") Are Not Supported By Substantial Evidence or Law.

A. The Project would not enhance the built environment in the surrounding neighborhood nor perform a function or provide a service that is essential or beneficial to the community, city, or region.

The proposed Finding states that the Project "will improve MSMU's fitness/educational facilities on the Chalon Campus (Campus) providing a greater and enhanced educational and wellness experience for MSMU students, faculty, staff, and outside guests." That statement does not accurately characterize the extent of the Project, and therefore it is incomplete, misleading, and inaccurate.

The proposed Finding states: "Athenian Day and Homecoming, will be permitted to increase the maximum number of outside guests, students, faculty, and staff upon relocating these events to the Wellness Pavilion. In addition, a number of new events will be held at the Wellness Pavilion including Summer Sports Camps, Health and Wellness Speaker Series, Other Wellness / Sports Activities, and MSMU's existing volleyball and basketball club sports practices and games (which currently practice and play games off-site)." These aspects of the Project that would allow new multiple events for 400 outside guests per day, who would be

[1] The Brentwood Homeowners Association (BHA) represents approximately 4,500 single family homes and condominiums north of San Vicente Blvd to the Santa Monica Mountains, west of the 405, and east of Canyon View Drive. The Project would reside in the hills directly north of our members in a Very High Fire Hazard Severity Zone with all vehicle trips beginning and ending on Sunset Boulevard, one of the most congested streets in Los Angeles.

allowed to generate a new 310 outside guest vehicle trips per day, would definitely not enhance the surrounding neighborhood, nor perform a function or service essential, or even beneficial, to the community, City, or region as a whole. These aspects of the Project that would allow a new twelve-week summer camp for 200 campers and 40 staff per day, who would be allowed to generate 236 summer camp vehicle trips per day, would definitely not enhance the surrounding neighborhood, nor perform a function or service essential, or even beneficial, to the community, City, or region as a whole.

The proposed Finding includes a table on pages F-2 - 3 of proposed events at the Wellness Pavilion and states that it shows "the estimated number of students, faculty, staff, and outside guests which will be permitted." That statement and the column entitled "Estimated Attendance" are misleading and inaccurate. The estimates include numbers for students, faculty, staff and numbers for outside guests, but the truth is that the permitted number of outside guests is greater than the estimates. This misleading table misstates the impact on the neighborhood and misstates the educational benefit to the students.

On page F-3, the proposed Finding states: "Alternative 5 will allow MSMU to continue providing the essential and beneficial service of a private educational institution in the Brentwood Community." The implication that a substantial number of residents of Brentwood attend the school and therefore a function or service essential and beneficial to the community is being provided is not true. MSMU has a survey in 2019 that shows that less than 5% of its students at the Chalon campus are from Brentwood.

The proposed Finding recites the vehicle trip limits proposed for multiple NEW events and the NEW summer camp as if those limits enhance the neighborhood and benefit the community. That is irrational to suggest that new adverse impacts somehow become beneficial because they are not as bad as they could have been without the limits.

The proposed Finding suggests that a 35,000 sq ft, two story, edifice in a residential neighborhood that is in a Very High Fire Hazard Severity Zone, and that would require special exemptions for height, grading, and retaining walls, will somehow enhance the built environment in the surrounding residential neighborhood. The statement is obviously not true and is unsupported by evidence. The building would clearly violate the intent of the Hillside Mansionization Ordinance.

The proposed Finding suggests that Archer School and Brentwood School, both located on residentially zoned property on Sunset Boulevard, a four-lane highway, are precedent for approving the Project. That conclusion may not reasonably be made since the proposed Project would have only one means of ingress and egress on a narrow, winding, two-lane road over two miles from Sunset Boulevard. Further, the proposed Finding is deficient because it avoids mentioning and dealing with the obvious hazardous and nuisance obstacles that the proposed location present to the built environment in the surrounding neighborhood.

The proposed Finding concludes that the Project "will provide students, faculty, staff" with a new facility, and will "educate students." That statement is misleading and not true. The proposed Project includes many aspects designed for outside guests and non-curriculum activities. Hence, the statement does not provide evidence nor support for the recommended Plan Approval. In fact, what is omitted from the description proves the opposite – that the Project is intended for the aggrandizement of MSMU.

B. The Project's location, size, height, operations and other significant features would not be compatible with, and would adversely affect or further degrade, adjacent properties, the surrounding neighborhood, or the public health, welfare and safety.

The proposed Finding states: "The Wellness Pavilion will provide students, faculty, staff, with a

modernized fitness/educational facility and wellness programming to encourage physical activity and to educate students on nutrition and health and allow MSMU to continue providing the essential and beneficial service of a university." This statement omits many impactful operations, and therefore is misleading and incorrect. The Alternative 5 Project would include a summer camp and many events that would be allowed to be populated solely by outside guests. The use of the Pavilion for such outside guests would not be compatible with the surrounding neighborhood, and would adversely affect the public health, welfare and safety (traffic, pollution, fire/evacuation impacts), and there is no substantial evidence to prove otherwise.

Further, the Staff Report states on pages A-8 – 9 that the Chalon Campus offers only the Traditional Undergraduate Baccalaureate Program. Therefore, the Non-Traditional Undergraduate (Nursing and Weekend Programs) and Graduate programs are offered to only students enrolled at the Doheny Camps. Hence, the thousands of square feet in the proposed Pavilion for Wellness Studios and Wellness Pockets (Figure III-2 and-3) are not compatible with the Chalon Campus education program, and there is no substantial evidence to prove otherwise.

The above facts highlight a major deception perpetrated by MSMU and repeated in the FEIR, the Staff Report and proposed Findings, namely that that the Chalon Campus primarily educates nurses and health care workers, and the so-called "Wellness Pavilion" is needed on the Chalon Campus for the education of students enrolled at the Chalon Campus in health care programs. In fact, there are undisclosed (but reasonably expected large) adverse impacts from the use of the Chalon Campus for Doheny students not enrolled at the Chalon Campus. This results in inappropriate operations not compatible with the surrounding residential neighborhood and that adversely affect the public health, welfare and safety. There is no substantial evidence justifying why all square footage and operations proposed for the Wellness Pavilion that is not part of a usual BA or BS program should be located at the Chalon Campus rather than the Doheny Campus, particularly since such operations are related to programs of the Doheny students.

The proposed Finding states: "Regarding construction of the Wellness Pavilion, Alternative 5's temporary construction period will be a total of 20 months" and concludes that "Thus Alternative 5's construction activities will not adversely affect or degrade adjacent properties, the surrounding neighborhood, or public health, welfare and safety." However, without a Condition that the 20 months of construction are consecutive and the maximum, there is no assurance that the construction period will be "temporary." Without that Condition, the construction could actually be endless rather than temporary, and hence there is no substantial evidence that the construction will not adversely affect or degrade adjacent properties, the surrounding neighborhood, or public health, welfare and safety.

The proposed Finding states: "Athenian Day and Homecoming, would be permitted to increase the maximum number of outside guests, students, faculty, and staff upon relocating these events to the Wellness Pavilion. In addition, a number of new events will be held at the Wellness Pavilion including Summer Sports Camps, Health and Wellness Speaker Series, Other Wellness / Sports Activities, and MSMU's existing volleyball and basketball club sports practices and games (which currently practice and play games off-site)." These aspects of the Project that would allow new multiple events for 400 outside guests per day, who would be allowed to generate a new 310 outside guest vehicle trips per day, would definitely not enhance the surrounding neighborhood, nor perform a function or service essential, or even beneficial, to the community, City, or region as a whole. These aspects of the Project that would allow a new twelve-week summer camp for 200 campers and 40 staff per day, who would be allowed to generate 236 summer camp vehicle trips per day, would definitely adversely affect adjacent properties, the surrounding neighborhood, and the public health, welfare and safety, and there is no substantial evidence otherwise.

The proposed Finding includes a table on pages F-9 - 10 of proposed events at the Wellness Pavilion and states that it shows "the estimated number of students, faculty, staff, and outside guests which will be permitted." That statement and the column entitled "Estimated Attendance" are misleading and inaccurate. The estimates include numbers for students, faculty, staff and numbers for outside guests, but the truth is that the permitted number of outside guests is greater than the estimates. This misleading table misstates the impact on the neighborhood and misstates the educational benefit to the students. Hence, the statement does not provide evidence nor support for the recommended Plan Approval. In fact, what is omitted from the description proves the opposite – that the Project is intended for the aggrandizement of MSMU. The proposed Finding describes certain traffic restrictions on page F-10 but fails to describe the existing gridlock on Sunset Blvd that is already beyond the tipping point. ANY addition to the traffic in the MSMU neighborhood, particularly the 546 allowed vehicle trips per day from new events and summer camp at the Pavilion, would definitely adversely affect adjacent properties, the surrounding neighborhood, and the public health, welfare and safety, and there is no substantial evidence otherwise.

The fact that no change in enrollment is part of the requested entitlements does not alter the obvious fact that part of the purpose of the Pavilion Project is to make MSMU more attractive to students considering alternative schools. Even if not intended, a reasonably foreseeable consequence of the Pavilion Project is a greater enrollment, subject only to legal limits. Therefore, the omission of any discussion and analysis of increased enrollment makes the EIR and the proposed Plan Approval deficient, erroneous, and unlawful. The statement on page A -1 of the Staff Report "Alternative 5 will not increase student enrollment" is not supported by any evidence, and is illogical and erroneous. Even without a specific request to increase enrollment, the fact remains that MSMU asserts the right to increase enrollment to over 2,200 at the Chalon Campus. (DEIR, pages 11-12 prior to trying to hide the issue by deleting the discussion). Since the number of students living on campus in 2015 was the maximum that could be accommodated, an increase in enrollment would add to the demand for housing nearby with impacts on traffic and infrastructure (including utilities, LAPD, LAFD) that were not studied in the EIR; hence, the EIR and Findings are deficient and unlawful. The failure to study the impacts from that 40% larger enrollment prevents lawful approval of the EIR, and the failure to discuss such impacts in the proposed Findings results in the Findings being deficient, erroneous, and not supported by substantial evidence. Further, adoption of the proposed Findings and Conditions without any analysis of the legal maximum enrollment would be a de facto approval of MSMU's asserted right to an enrollment in excess of 2,100 without any study or discussion of the adverse impacts of an increased enrollment; hence, resulting in the EIR, the Findings, and Conditions being legally deficient, and a Plan Approval of any entitlements unlawful.

C. The Project does not substantially conform with the purpose, intent and provisions of the General Plan, and the Brentwood-Pacific Palisades Community Plan.

The proposed Finding states on page F-13: "The Campus exists as a "deemed to be approved" conditional use because its use as an educational institution predates such CUP requirement, and development of the Campus has been permitted through a series of Plan Approvals.... Alternative 5 does not involve a material change from the previously authorized deemed approved conditional use." These statements are deficient and inaccurate because they fail to describe that the Chalon Campus is comprised of two parcels and, although the two parcels were joined by filing a Parcel Map in 1981, the application of the LAMC provisions and statutory and case law is different with respect to the two parcels. The 17-acre parcel acquired for school use by MSMU in 1952 did not have deemed approved conditional use status when acquired or at any time since. The Parcel Map filed in 1981 did not add such status to the 17-acre parcel. Hansen Bros. Enters., Inc. v Board of Supervisors (1996) 12 C4th 533, 48 CR 2d 778. Prior Plan Approvals, if any, that may have referred to such status being applicable to the 17-acre parcel were legally wrong and may not now be used to bootstrap the current Plan Approval application. The reason this is relevant is that the proposed Alternative 5 Project would be on that 17-acre parcel.

The 1929 variance was only for use of the 33 acres of land for educational uses, subject to getting approval of plans for buildings. After the zoning code was changed in 1946, that use could not be extended to occupy a greater land area than that occupied when the legal nonconforming use was established.

The 17 acres was a separate residentially zoned parcel prior to 1952 and was not being lawfully used for any non-residential use because MSMU never applied for a variance or conditional use for the 17 acres prior to 1952. In fact, the unlawful use by MSMU continued for over 5 years after the changes to the zoning code in 1946. The 1952 CU allowing its educational use, subject to conditions, did not give the 17acres legal nonconforming use status. Exhibit C3 (the 1952 CU) to the Staff Report grants a Conditional Use, and there is no mention whatsoever of the property being entitled to deemed approved conditional use. Eliminating the lot line between the two parcels did not extend nonconforming use status to the 17 acres of land. Hansen Bros. Enters., Inc, supra. Hence, a plan approval pursuant to 12.24 M and L may only be used for the 33-acre portion of land.

The City Planning Commission cannot show how LAMC 12.24 M and L provisions support MSMU's request for a Plan Approval to allow development of the proposed Alternative 5 Project. A full analysis is in the letter, dated July 13, 2021, from the undersigned to Kathleen King with respect to this matter, and such letter is incorporated herein by this reference.

The proposed Finding states on page F-14: "The introduction of new events open to outside guests will further contribute to the City's diversity of uses and will provide new extracurricular events/activities for the City's existing and future residents, businesses, and visitors." However, that statement is not consistent with the purpose of the Project -- The DEIR on page II-17 states: "The purpose of the Project is to develop a new on-Campus facility that provides **MSMU students** with comprehensive health and wellness services including modern amenities needed for physical and health education." Emphasis added.

II. Revisions to Conditions of Approval

A number of revisions and additions should be made to the Plan Approval Conditions (Pages C-1 to C-3) to improve their clarity, effectiveness and enforcement. Without these revisions and additions, the required Findings to support a Plan Approval may not be made by CPC.

- Condition 2, Use, should be modified to restrict use to no outside use by individuals or groups unrelated to MSMU and the education of its students. This includes summer camps, weddings, photo shoots and a public speaker series inviting up to 400 guests. The use of the Wellness Pavilion should be only for the benefit and education of the students at the Chalon Campus, as stated by MSMU.

- Condition 3, Building, should include a moratorium on any new construction or building additions until a 20-year Master Plan is developed for the entire campus and approved by the City. This has been a requirement for other colleges in R-1 Zoning. Loyola Marymount University is just one example.

- Condition 6, Parking, additional provisions for parking should be included that state no school related parking on Chalon or any other residential streets is allowed. To comply, all faculty, staff and students must register a car or other method of transportation to the school. 100% utilization of on-campus parking is required through development and implementation of an Event Parking and Transportation Management Plan that includes a parking reservation system to enforce vehicle trip caps.

- Condition 12, Event Restrictions**,** should be modified as follows:

a. Rental/Leasing, should be modified to state "Rental or lease of the Wellness Pavilion is not permitted." There should be no exceptions to the total ban of renting, leasing or free use of the Wellness Pavilion by outside groups, including for other wellness/sports events. This pavilion is not for commercial purposes and was built for the expressed use of students.

b. Other Wellness/Sports Activities, should be modified to state, "No external rental activities shall be allowed." Condition 12a states no rental or leasing of the Wellness Pavilion for a fee and then proceeds to state that Other Wellness/Sports Activities may occur 12 times per year. P. A-16 of the Staff Report defines these activities as: *External rental activities that are [sic] support health, wellness and sports*. By its very definition these events are not allowed and the Condition should reflect that.

c. Wellness Speaker Series Events. Again, this condition should limit attendees to staff, faculty and students with no outside guests allowed.

d. Summer Sports Camp should be eliminated entirely since it is a commercial enterprise that is unrelated to the education of the enrolled students at the Chalon Campus.

e. Club Sport Events, should be modified as follows, "All athletic competitions shall be held during the school year, Monday through Thursday. No athletic competitions on Friday, Saturday or Sunday. No tournaments shall be held on campus."

h. Total Daily Outside Guest Vehicle Trips associated with Wellness Pavilion activities should not be permitted. Instead, the condition should be a daily vehicle trip cap for all activities on campus. This trip cap should be based on 2018 average daily trips reported by MSMU of 1,813 not the 2,100 trips of 2016. This condition should be part of an overall transportation program that includes a trip reduction plan.

i. New Event Start/End Times should be modified to "shall not be permitted to start between the hours of 7:00am to 9:30am and *3:30pm* to 7:30pm and/or end between the hours of 6:30am to 9:30am and *3:00pm* and 7:00pm." ALL EVENTS that begin or end during AM and PM peak hours should be required to use a Campus entry reservation system. In addition, the Campus entry reservation system should apply to all events, not just those during AM and PM peak hours trips (See new condition below). The School shall provide annual reports regarding the issued parking reservations on a designated page or link within the School's website for community informational purposes.

- Condition 13, Neighborhood Outreach and Notice. In addition to the calendar identifying all campus events with over 50 outside guests, the MSMU community website should include a link for the community to register complaints, ask questions and resolve issues with a reply required within 48 hours. The Community Relations Representative should also conduct neighborhood meetings twice a year to report on the compliance of the university with trip caps and all other conditions of operation and include a review of any complaints or concerns received from the community and their resolution.

- Condition 15, Construction, should be modified to include a condition that 20 months of construction are consecutive and the maximum to ensure the construction period is temporary.

- Condition 15b, Construction Access should include a Construction Parking Plan that identifies on- and off-site parking locations for construction personnel. The details of the plan shall be submitted to the Department of Transportation for its approval 30 days prior to commencement of construction activities. MSMU will provide a copy of the parking plan to the Council Office. All construction vehicles

must arrive and depart outside of am and pm peak hours. The following additional conditions should also be included:

Transportation Management Program. A comprehensive Transportation Management Program with a Trip Reduction Plan should be a condition of approval. Components of the plan should include a rideshare program of carpools and shuttles, increased incentives for use of public transportation, limited vehicle trips during peak hours of 7:00 – 9:00 AM and 3:00 – 7:00 PM, a parking reservation system and event parking plan, full-time transportation and parking coordinator to manage the system and program, monitoring of parking on residential streets. The electronic Campus Parking Reservation system must require a reservation and parking pass for all visitors to access campus for all special events or athletic competitions. All visitors, including students, faculty and staff from the Doheny campus must also use the system. Penalties should be enforced if limits are exceeded for trip caps.

Reporting of Transportation Management Program.

The School should be required to submit a Transportation Management Compliance Report for five years after the issuance of the Certificate of Occupancy to the City Planning Department, the Department of Transportation, and the Council Office that demonstrates compliance with the average daily trip cap and other transportation and traffic mitigation measures required. A copy of the Transportation Management Compliance Report shall also be provided to the Brentwood Community Council and Brentwood Homeowners Association. The School shall secure, at its own expense, an independent third-party compliance monitor who shall prepare the annual Transportation Management Compliance Report. The report should include any reports of violation by students, faculty, staff or visitors parking on residential streets.

Enrollment

While Condition 6c states "any new parking provided in association with the Wellness Pavilion and/or a future use shall not be used as a mechanism to increase student enrollment for the Chalon Campus," there is no mechanism that exists today to cap enrollment at the campus. Parking spaces have been the traditional method used to determine enrollment, with no checks or balances or enforcement mechanisms. In fact, it appears parking spaces have been added over the years, separate from the parking structure, on open surfaces around the campus. How else to explain the increase from 1,072 allowed enrollment in the 1984 approval of a parking structure versus the 2,244 MSMU states they are allowed today. Ms. King acknowledges the various interpretations over the enrollment allowed at MSMU and states new parking spaces may not be used to add enrollment in the future, but then proceeds not to define the maximum number allowed. This is a glaring omission and deficiency with the conditions that must remedied immediately.

In summary, we ask that the Project be conditioned with the following:

- Enrollment Cap of 1,072 (not based on parking spaces, but a definite number)
- No summer camp program or any other programming in the summer months
- Wellness Pavilion programming for students, faculty and staff ONLY
- No additional programming of Wellness Pavilion for outside guests
- No weekend use of the campus for non-students
- Limits on the size and number of special events
- Reduction in daily vehicle trips from 2018 levels-- NOT the higher 2016 levels
- PM peak hours defined as 3pm to 7pm
- No filming permitted on campus
- Vehicle Trip Caps that apply to all vehicles arriving to campus between 3:00pm and 7:00pm
- Annual monitoring by a third party of compliance with trip caps (through car counts, logs from

security regarding pedestrian access) as well as annual reports from an electronic parking reservation system that shows compliance with use and access of allowed vehicles.
- Required Plan Approval one year after the Certificate of Occupancy to verify monitoring, enforcement and compliance with all mitigation measures with a report submitted to the Brentwood Homeowners Association.
- Penalties for noncompliance with restrictions and conditions

III. Additional Fire Protection Measures Should be Included

Steve Oaks[2], of Viking Research, prepared the following recommendations for what a successful shelter in place and evacuation plan should have for the greatest chance of success. Mr. Oaks spoke with Chief Hogan from Los Angeles City Fire Department (LAFD) about evacuation and protecting exposed populations. In addition, he spoke with Ben Elisondo regarding the emergency response plans and wildfire safety features the Skirball Cultural Center has in place, including full control of the air handling systems, emergency supplies and staff emergency training.

Attempts were made to discuss wildfire safety and identify the procedures that Mount Saint Mary's University (MSMU) is planning to use to facilitate successful protection of their resident and visitor population. He reached out to MSMU but unfortunately, MSMU's representatives were unwilling to discuss with him any specifics of their plan and how they are planning to protect the campus residents and visitors in a wildfire.

Problems with Emergency Evacuation

The distinction between "evacuation" and the "relocation" action is available time. Relocation is an action that takes place when there is no exigent circumstance. That is, no immediate threat to the MSMU campus population. Consistent with the universally accepted "Ready, Set, Go", the movement of people to a location outside of the risk area is preferable when authorities are confident that the egress pathways are safe for travel.

Relocation and Shelter-in-place

Residents and visitors to MSMU should be told that, in the event of a wildfire in the area, MSMU staff, trained directly or indirectly by the LAFD, will initiate one of two protective actions. A relocation to safety outside of the threat area or a shelter-in-place option. If sufficient time is available, and environmental conditions allow, the controlled relocation of the population away from the impact area should be implemented. If, however, the wildfire is close enough to cause unfavorable environmental conditions like blowing embers, heavy smoke, high winds, low visibility or anything that could cause a panicked response in the population then the shelter-in-place action is clearly the best option.

Shelter-in-place is a protective action that is used when it is determined that it is safer to seek temporary refuge away from an immediate threat. Hence, in an earthquake scenario it is best to remain outside of buildings in an open area where falling debris is less likely. In a flood or debris flow those effected should leave low areas and seek shelter in higher ground. In a wildfire scenario, the threat comes from exposure to the environmental conditions created by the fire. Radiant heat, direct flame exposure, blowing embers, heavy smoke and untenable air quality are the hazards we want to shelter the population from. Therefore, a place designated as a shelter needs to be able to provide protection from those hazards. It seems obvious that if the

[2] Mr. Oaks' credentials include retired Santa Barbara County Fire Marshal and a Division Chief with experience in operational strategic planning, fire protection planning, project management, policy development, political problem solving, and team building. Mr. Oaks has extensive operational experience with numerous incidents over the last 32 years.

objective is to protect a population from external environmental conditions that the process should not send people to an open outside area that is unprotected from those hazards.

For this reason, protection from the environment created by an encroaching wildfire should be in a purpose-built structure or an existing structure with enhanced fire protection features that provide appropriate protection. It is important to differentiate between shelter-in-place as a protective action and the physical structure itself. To alleviate ambiguity, I will refer to the structure itself as a Temporary Safe Refuge.

What is Temporary Safe Refuge (TSR)?

During a wildfire, taking temporary safe refuge means to stay inside a purpose-built structure and remain there until the threat from the emergency is over or until the situation evolves to a point where relocation becomes appropriate. A TSR Building is carefully designed and constructed to provide the utmost protection against the threat of wildfire. The structure should be able to provide occupants a safe place to stay and keep them informed on conditions while they are being sheltered.

If controlled relocation is not possible due to the effects of an encroaching wildfire, the residents, visitors and staff should be directed to the TSR building(s). Staff should then provide leadership and keep the population safe, informed and calm. They should describe active and passive features of the TSR facility; the building features, the safety designed into the area immediately surrounding the building including vegetation management, and the level of training of the of the staff. Additionally, the staff should have an accurate accounting of all residents and visitors on campus at all times.

The building(s) to be used as TSR's should be of sufficient size to accommodate the entire on-site population comfortably. It should be sized to allow at least 15 square feet per person which is more than twice the 7 square feet per person required of basic assembly occupancies and have bathrooms, air conditioning, and automatic fire sprinklers. The building should be ignition resistant, consistent with the most restrictive of elements of the LAFD enhanced fire-resistive construction requirements, and the California Building Code, Chapter 7a. In addition, the building should be provided with automatic closure features on any windows, vents or skylights to prevent the entry of burning embers. The TSR building needs to have optimum communication systems in place and operable at all times when people are on site. This should include radio, television, telephone, and internet capability, with back-up power for those devices. Back-up power should be provided for the building, immediate area lights and all active and passive fire protection systems.

Staff training and periodic exercises should be performed on site to assure the effectiveness of these protective features, operating procedures and the efficiency of staff. The frequency of the training should be a product of staff turnover and observed exercise performance. Contact information such as telephone numbers, cellular numbers, e-mail addresses, radio frequencies and staff descriptors, should be maintained and updated as needed, and reviewed at least annually. These provisions should be included within a formal Fire Protection Plan.

Elements Required for a successful Temporary Safe Refuge facility?

- Enhanced fire resistive construction including special passive and active fire protection features to limit ember exposure such as, fire resistive shutters for windows, and self-closing vents and skylights.
- Automatic fire sprinklers in compliance with standards for public assembly areas.
- Building size exceeding (more than doubling) the required 7 sq. ft. per person for comparable assembly occupancy.

- Ability to seal off air handling system against smoke and ember intrusion.
- Fuel Modification and clearance of combustibles around TSR structure and egress ways.
- Communication systems including; radio, television, telephone, internet and Wi-Fi capability with back-up (two independent sources) power for those devices (grid, solar, battery, generator, etc.)
- Back-up power for building and area lights.
- Restrooms, drinking water, emergency food supplies
- Accountability of all personnel on site.
- Full control of air handling systems including smoke filtering.
- Significantly more than the minimum of 100 ft. of defensible space surrounding the facility.
- Perimeter exterior proprietary hydrant system.
- Convenient access for emergency first responder vehicles.
- Disabled access including restrooms.
- Fire Official or Law Enforcement on site.
- Cell phone charging capability

In addition to Mr. Oak's observations and recommendations, we ask the Commission to obtain from MSMU, what, if any, resources MSMU is personally willing to commit to avert the chaos and diversion of City fire resources that occurred during the Getty fire. Rather than call on LAFD to evacuate students fleeing on foot by ambulance or fire trucks or to use other limited City resources, we respectfully ask the Commission to require the School to have in place a plan similar to the Getty where staggered evacuation in institutional transportation (such as MSMU's shuttle vans) is implemented after temporary refuge has occurred.

To the extent the proposed Plan Approval, the proposed Findings and the proposed Conditions do not incorporate, or are inconsistent with, the statements in the above section of this letter entitled "III. Additional Fire Protection Measures Should be Included", the City Planning Commission would err and abuse its discretion if it nevertheless approved the Project.

In closing, the findings and conclusions contained in the Staff Recommendation Report are erroneous and not supported by substantial evidence and cannot support approval of the Project. BHA incorporates herein, by reference, the issues raised and arguments made in prior filings and attachments (including without limitation, our letters, dated June 12, 2018, and July 13, 2021), as well as our testimony in these matters.

The Brentwood Homeowners Association appreciates the time and dedication of the City Planning Commission to the complex questions presented by this project. We would be happy to provide further details or respond to any questions during the October 21 hearing on the project.

Sincerely,

Kathleen Flanagan
BHA Board President

cc: Councilmember Mike Bonin, CD-11
Chad Molnar, Chief of Staff, CD-11
Krista Kline, Deputy Chief of Staff, CD-11

100+ CONSTITUENTS SUBMITTED THE FOLLOWING STATEMENT FOR YOUR CONSIDERATION:

Subject: Case Number CPC-1952-4072-CU-PA1; ENV-2016-2319-EIR

I am writing to voice my strong opposition to Mount Saint Mary's Wellness Pavilion Expansion.

The project's location, size, height, operations and other significant features are incompatible with and will adversely affect or further degrade adjacent properties, the surrounding neighborhood, or the public health, welfare and safety.

The community deserves protection from the significant impacts generated by MSMU, especially in a Very High Fire Hazard Severity Zone. That is why we ask the City to protect the community by adopting the additional conditions and mitigation measures proposed by BHA.

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GRACE LANE NEIGHBORS OF MOUNT SAINT MARY'S UNIVERSITY

October 15, 2021

Los Angeles City Planning Commission
Los Angeles City Hall
200 North Spring Street
Los Angeles, CA 90012

Re: Support for Mount Saint Mary's University's Wellness Pavilion Project

Dear Commission President Millman and Honorable Planning Commissioners:

We, the undersigned residential neighbors of Mount Saint Mary's University – representing all of the homeowners on Grace Lane, the street directly below the University and among the University's closest neighbors, are writing to express our support for the Mount Saint Mary's University Wellness Pavilion project. Specifically, we support Alternative 5 as described in the project's Final Environmental Impact Report ("EIR"). For the reasons articulated below, we respectfully request that you too support approval of Alterative 5.

Mount Saint Mary's has acted responsibly in working with us and our legal counsel to address concerns we raised in our comment letter for the Notice of Preparation issued in connection with the EIR. Based on that work, we secured an agreement and covenant that we believe will significantly improve the University's operations post-Project over existing conditions. We are pleased to report on two major elements of the agreement and covenant that would become effective upon issuance of a Certificate of Occupancy (or equivalent) for the Wellness Pavilion:

1. A legally binding commitment from the University to **reduce average AM (7-9 AM) and PM (4-7 PM) peak hour trips to and from the campus** below the 2016 EIR baseline year.

2. A legally binding commitment on the part of the University to **prohibit pedestrian entry into the campus, in effect making it impossible for University students, faculty, staff, and visitors to park on neighborhood streets.** This action to make the University a "closed campus" (the only one of its kind we are aware of) is intended to eliminate the community's long-standing concerns about overflow parking on Chalon Road and other nearby streets.

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The second element, requiring a closed campus, has since been incorporated into Alternative 5 as PDF-TRAF-17. Alternative 5 also incorporates PDF-TRAF-18, requiring overall annual trips generated by the campus to remain below 2016 levels.

By reducing traffic to/from campus during not just the peak hour periods referenced above, but also the overall average daily number, and rendering overflow parking impossible in the surrounding neighborhood, the University has demonstrated a clear commitment to addressing our community's concerns and has made it evident that, upon completion, Alternative 5 will not result in increased burdens associated with traffic and parking on surrounding streets.

We believe that traffic, parking, and emergency vehicle access are the most important metrics with respect to the Wellness Pavilion. We further believe the University's contractual commitment to reduce peak-hour traffic and prohibit pedestrian entry if Alternative 5 is approved will improve, sometimes dramatically, those metrics. Perhaps it is a bit ironic, but we do recognize that without the Wellness Pavilion, the agreement we have reached with the University would, most likely, not have been available and we would not have achieved the now secured legal protections from what is essentially unchecked traffic and overflow parking. In short, as citizens of our immediate Brentwood neighborhood first, we have weighed the University's request and believe that we will all be better off – with the peak traffic and parking commitments we have secured from Mount Saint Mary's in connection with approval of Alternative 5, as well as the additional traffic control measures included in Alternative 5.

We recognize that Mount Saint Mary's focus on training health care professionals, primarily from under-served communities, is important to Los Angeles and the region. As Angelenos interested in the great work we all know the University does, we are proud that we could help bring the greater good that is the work of Mount Saint Mary's into alignment with the equally important concerns of our residential community.

A final point regarding fairness: In the course of our discussions with the University, we were reminded that the University was here before this became a residential neighborhood, and while the University may have grown, so has the community around it. We are more than pleased with the outreach the University has made to achieve the traffic and parking limitations agreed to and feel it is only fair to reciprocate by offering our support to what will be a significant enhancement to the University's ability to better serve its mission.

For the reasons set forth herein, we urge your support of Mount Saint Mary's Wellness Pavilion.

Sincerely,

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Richard A. Barry

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Peter E. Mandell

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Shadow Hills POA
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HILLSIDE FEDERATION

October 14, 2021

City Planning Commission
Los Angeles, CA
Via email: cpc@lacity.org, kathleen.king@lacity.org,

Re: Mount St. Mary's Proposed Project - OPPOSE
12001 Chalon Road, Los Angeles, CA 90049
ENV-2016-2319-EIR, CPC-1952-4072-CU-PA1, ZAD-2017-928-ZAD

Dear City Planning Commission:

The Federation of Hillside and Canyon Associations, Inc., founded in 1952, represents 46 homeowner and resident associations with approximately 250,000 constituents spanning the Santa Monica Mountains. Our mission is to encourage and promote policies and programs aimed at preserving the natural topography and wildlife of the mountains and hillsides, allowing for their safe enjoyment by all the people of Los Angeles, and maintaining the health and safety of our residential communities.

At its July 2021 meeting, the Hillside Federation voted to oppose the Mount St. Mary's University (MSMU) Chalon Campus expansion project, in particular the proposed construction of a 35,500 square foot Wellness Pavilion. This outsized structure, referred to throughout the application document as a "gym", would more accurately be described as a multi-use facility and events center. With a scope far surpassing the need for an in-house student athletic facility, this center would bring intensification of use, increased traffic and density, and proprietary, non-school/academic-related events to the campus seven days a week, including evenings.

Such a project is clearly not compatible with the area's low density residential zoning, and the Hillside Federation is deeply concerned about the failure of MSMU's Final Environmental Impact Report (FEIR) to accurately describe the project, disclose and analyze impacts, or offer viable mitigation measures. (Where mitigations are required the FEIR instead offers "Project Design Features.")

MSMU must be instructed to come back with a project and environmental review that correct these shortcomings, disclosing where current operations do not comply with current operating conditions (including accurate enrollment figures, which are known to be far above the permitted number of 750), and which support their proposed expansion with a correct baseline and updated studies. Areas of significant concern and negative impacts that must be addressed include:

- **WILDFIRE DANGER**
- **VIOLATIONS OF ZONING CODE**
- **EMERGENCY EVACUATION AND ACCESS**
- **DESTRUCTION OF HUMAN LIFE, WILDLIFE, AND BIOLOGICAL RESOURCES**

WILDFIRE
MSMU is located at the end of a dead end road atop Bundy Canyon, a box canyon in a residentially-zoned, Very High Fire Hazard Severity Zone (VHFHSZ). The campus' sole access is from Sunset Boulevard on the south, via two and a half miles of narrow, winding (two lane) residential streets, passage on which is frequently impeded by the presence of parked cars and oversized vehicles. The neighborhood is already at a tipping point, coping with the current level of purely school-related traffic, officially quantified at some 2,000 private car trips per day coupled with a steady stream of oversized MSMU buses that rumble up and down the street, from early morning until after dark. While MSMU is not currently requesting an enrollment increase (because they falsely claim they have already been approved for 2,200 students), the increased visitor traffic generated by non-school related events at the new facility will do irreparable harm to both the residential neighborhood and wildlands habitat in which it is located.

Furthermore, the scale of expansion MSMU is proposing would clearly exacerbate wildfire risks in this already fragile and fire-prone hillside area. In 2020 alone, California experienced the most destructive wildfire season in the state's recorded history with more than 4 million acres burned. As of October 14, 2021, a total of 7,064 fires have been recorded, burning 1,968,326 acres across the state, claiming one life and destroying 3,050 structures (https://www.fire.ca.gov/incidents/2021/). Science tells us this is the "new normal", a volatile Anthropocene cocktail in which years-long drought and other extreme weather conditions come together with increased human presence (intruding on wildlands and displacing resilient native habitat with urban development) to spark hotter, drier and more intense "mega" wildfires.

Over the past several years a number of such fires have burned frighteningly close to (and in some cases actually encroached on) the MSMU campus. These recent fires, which include the 2017 Skirball Fire and 2019 Getty Fire, illustrate all too clearly the challenges faced by the school, local residents, and rescue workers when they must react to nature's sudden shows of force—for example, the difficulties of a swift and orderly evacuation from a remote urban-wildlands location. (Never mind the utter impossibility of getting a horde of panic-stricken students to follow the official shelter-in-place mandate of the fire authorities!)

With Climate Change accelerating, events such as these are becoming more common and more severe. MSMU's proposed project with its poorly described and inadequately analyzed intensification of use would also FURTHER INTENSIFY the risks posed by conflagrations such as these, not only to the campus itself or to Bundy Canyon but extending across neighboring hills and canyons and, in the worst case scenario, the entire Santa Monica Mountains range. It would do this by: 1) bringing increased human ignition opportunities into an existing high fire hazard severity zone and by 2) impeding the ingress and egress necessary for residential and campus communities and visitors to safely evacuate the area at the same time that emergency workers and vehicles are trying to access it, using the same limited-access, substandard streets.

The threat posed by a Mount St. Mary's-type (proposed) expansion/intensification is not limited to wildfires but could extend to any number of disaster scenarios, particularly those which would require emergency action and evacuations, including earthquakes, floods, landslides, etc.

ZONING CODE
The zoning code and specific plans were created to protect the special character and needs of different parts of the city, and there are powerful reasons why hillside communities in particular (such as Bundy Canyon) are designated and should be preserved for exclusively low density uses. Over the years a fortunate few educational and cultural institutions have been granted a conditional foothold in the beautiful, highly desirable, environmentally sensitive Santa Monica Mountains. Because of the perceived benefit they offer to the community and the once-upon-a-time fantasy of unlimited environmental resources, these privileged institutions have at times been allowed quite a lot of leeway in the interpretation of their CUP conditions. But the time for fantasies is over. The dangers threatening our hillsides and canyons can no longer be ignored and projects in these hillsides must be held to a higher standard. We are in a climate emergency, and the City needs to set and enforce appropriate limits so that development is scaled back to a safe level. It is absolutely imperative that everyone, residential communities and institutions alike, conduct themselves in a manner compatible with the very low density zoning. Our survival depends on it.

EMERGENCY EVACUATION AND ACCESS
MSMU'S proposed project creates significant emergency-access risks. In addition to the potentially occluded residential box canyon streets, the major traffic artery into which these streets lead is Sunset Boulevard, a traffic conduit to the 405 Freeway and one of the most congested commercial streets in California.

The Hillside Federation asks that, going forward, an Evacuation Study and Roadway Capacity Analysis be required of all large projects in our hillsides.

DESTRUCTION OF WILDLIFE AND BIOLOGICAL RESOURCES
In addition to endangering human life and property, the intensification of use generated by this project poses a serious threat to wildlife habitat and biological resources. As stated in the biological impacts analysis by Land Protection Partners, a project with a smaller footprint would reduce impacts to the natural chaparral while complying with the Governor's 30X30 Executive Order, which prioritizes protection of wildlife and biological resources.

IN CONCLUSION
The Hillside Federation supports schools. But a school cannot be allowed to grow exponentially if it does not have the proper infrastructure to support it. Unlike UCLA or USC, Mount St. Mary's Chalon Campus is a remote facility high in the urban-wildlands of the Santa Monica Mountains, located at the end of a dead end street and accessed through a residential community characterized (like so many hillside communities) by substandard streets and infrastructure.

Our society has long believed continued growth and maximization of resources to be the "best and highest use" of property and a reliable indicator of a business or institution's (or individual's) health and success. But the time has come to rethink these values. An April 2019 report "Wildfires and Climate Change: California's Energy Future" put out by the Governor's office recommends that ***local governments begin to deprioritize new development in areas of the most extreme fire risk***. This advice is especially relevant to the hillsides: we need to start scaling back development and maintaining lower densities to preserve wildlife habitat and connectivity and protect our hillside environment and residents from devastating wildfires. How does this translate in the case of the present project? The obvious solution is for Mount St. Mary's to build a much smaller gym and utilize the natural environment for some of their exercise. A more modest gymnasium truly focused on the health and fitness of students (rather than a showy event center) would reduce the project's carbon footprint and be far less impactful to the neighboring residential community as well as the MSMU staff and students, because it would involve less grading and fewer events outside the academic realm to attract visitors. It might also free up school resources for other uses. But whatever project MSMU chooses to present, they must support their application with much more robust and meaningful data, particularly a proper wildfire evacuation plan and roadway capacity analysis, in order for the significant impacts to be properly disclosed and evaluated.

The Federation of Hillside and Canyon Associations asks the City of Los Angeles to reject the current EIR and demand a recirculation that includes a higher level of accountability where this and all other hillside projects are concerned.

Please add us to the notification list for this project.

Sincerely,



Charley Mims, President

Cc:
Councilmember Mike Bonin
Brentwood Residents Coalition
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SOS!!!

IMPORTANT... YOUR HELP URGENTLY NEEDED TO PROTECT OUR NEIGHBORHOOD!



SOS!!!

IMPORTANT... YOUR HELP URGENTLY NEEDED TO PROTECT OUR NEIGHBORHOOD!



The McMullen Company, Inc.

October 1, 2021

Kathleen King, City Planner
City of Los Angeles, Department of City Planning
221 North Figueroa Street, Suite 1350
Los Angeles, CA 90012

Re: Environmental Case: ENV-2016-2319-EIR State Clearinghouse No.: 2016081015
Response to the Final EIR
Mount Saint Mary's University Chalon Campus Wellness Pavilion Project
Bundy Canyon Area Fire and Life Safety

In our June 2018 fire/life-safety analysis of the Wellness Pavilion Draft EIR, The McMullen Company provided Chatten-Brown and Carstens for Bundy Canyon Association (CHATTEN-1) a fire and life safety analysis and it outlined many non-mitigatable deficiencies in the construction and operation of the proposed project. We believe that these substantial deficiencies still exist in the Final EIR CASE NO. ENV-2016-2319-EIR (SCH NO.2016081015) (here after referred as Final EIR). We advise and suggest that the Chalon Campus Wellness Pavilion Project or Alternative 5 (Project) not be developed as it is deficient in many fire and life safety areas as noted in our submittal to the Draft EIR.

If the Planning Commission, nevertheless, decides to approve the Project or Alternative 5, the Concerned Citizens of Bundy Canyon are requesting and encouraging the Los Angeles City Planning Commission to impose the following conditions as part of the anticipated approval. We are filing the following comments to the Final EIR regarding the proposed development/building Mount Saint Mary's University (MSMU) Project. These conditions are imperative, necessary, and reasonable fire and life safety for the adjacent residents, MSMU students, faculty, visitors, and campus workers.

This report and the requested conditions have been prepared by The McMullen Company, a highly qualified California fire protection consulting company. Based on our experience and expertise in the fire and life safety arena, there are several items that contribute to proper fire and life safety for all persons who are faced with wildland fires. The McMullen Company has determined that many critically necessary fire and life safety measures have not been correctly addressed, mitigated, or included in the proposed new construction of the Project or Alternative 5. The comments in the Final EIR Responses to Comments, the Revisions Clarifications and Corrections, and the Appendix G Modifications do not accurately reflect

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current fire and life safety standards. The McMullen Company believes that the information provided in the three sections of the Final EIR noted above were prepared by personnel not familiar, nor fully qualified, to render fire and life safety guidelines; there are no qualifications listed in the Final EIR to suggest otherwise.

History has well shown that wildland fires in the hillsides above Los Angeles regularly threaten citizens and emergency personnel, in addition to causing millions of dollars of loss. Wildland fires in the vicinity of MSMU are a major threat to life and property throughout the region due to unique fuel, terrain, and climatic conditions. This hazard is especially great when dry "Santa Ana" winds arrive, usually in the fall and winter seasons, as evidenced by these recent fires.

- 2020 Brentwood Fire is the most recent fire in the area around MSMU; it caused the temporary closure of I-405 but did not result in any structural damage.
- 2019 Getty fire affecting approximately 745 acres in the Bundy Canyon/Brentwood neighborhood, destroying 10 structures and damaging an additional 15 structures. The students under their own initiative, fleeing for their lives, escaped on foot as the fire was bearing down on them.
- 2018 Woolsey Fire burning 96,949 acres, destroying 1,643 structures, tragically killing three persons, and evacuating over 295,000 persons.
- 2017 Skirball Fire in the Bel Air neighborhood affecting approximately 422 acres, destroying six structures and damaging 12 others. This fire caused the evacuation of the MSMU campus.
- Creek Fire in the Sylmar neighborhood.

It obvious that appropriate fire and life safety measures are necessary if residents and MSMU personnel are to be safe.

The needed conditions and measures include the following.

1. Effective emergency access: Ingress of emergency vehicles and egress of residents, MSMU students, MSMU personnel, MSMU guests, and MSMU contractors/delivery personnel/occupants.
2. Functioning and effective emergency plans and procedures for the MSMU campus.
3. Continuous fuel modification/brush clearance meeting the necessary and code requirements.

Emergency Access

The residential streets are below standards especially considering where street parking is permitted, and especially when other, non-resident, vehicles are simultaneously utilizing the streets (i.e., delivery vehicles, construction trucks, refuse trucks, etc.). In order to provide emergency access during a declared emergency, the following is necessary.

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1. MSMU should be mandated to implement immediate campus closure of all roads and control student pedestrian access and implement shelter -in-place when any wildland fire, storm, or earthquake occurs, until specific fire department direction can be received. Staff, workers, construction personnel, visitors, and students will be safer on campus instead of walking or driving down streets as has been done during previous emergencies. Until such time that an approved shelter-in-place structure(s) large enough to accommodate all occupants of the campus is built alternate and adequate means to evacuate all occupants must be available 24 hours per day. Evacuation drills to accommodate the above must be scheduled on a regular basis. Realizing that this access is not on MSMU property or under their control, the effort to gain access can only most appropriately be evaluated by an independent consultant hired by the City and paid for by MSMU.

2. MSMU must be mandated to work diligently on getting access approvals and improving secondary access via the private segment of St. Chalon Road to Getty Center Drive, as emergency access, controlled by the LAFD, and as acceptable to The Getty (not to be utilized for regular access). A secondary, paved access roadway meeting the Fire Code requirements is required of all new construction, commercial and residential, when the access exceeds 600 feet from the nearest roadway leading to a separate public street, and the Project must be considered new, substantial construction. Even though the streets N. Bundy Dr. and N Norman Pl. lead to MSMU, there is a single road segment serving those two roads from N. Saltair Ave. to Lockearn St. making the road serving MSMU a single road and far exceeding the Fire Code requirements.

3. The MSMU emergency plan must mandate that activities on campus would be canceled if an evacuation order is issued prior to an event, whether preemptive by MSMU or ordered by the LAFD for the Brentwood community.

4. MSMU should be mandated to provide a “construction traffic officer” who will work every day construction is conducted and shall be provided with communications to the LAFD and MSMU and will be the person in authority to control construction traffic and stop construction work and traffic in the event of a declared emergency. MSMU shall provide additional personnel at their cost as deemed necessary by the “construction traffic officer” to assist with and ensure construction traffic is controlled at streets outside the hillside/Brentwood/Bundy Canyon area.

Background and Reasoning

In order that the Final EIR mitigation measures are implemented effectively, the four requested conditions must me required for the Project, including Alternative 5, if the Final EIR is to be accurate and correct. The only way the Planning Commission will know is after the fires that will occur and endanger the MSMU and area residents for years to follow.

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The Final EIR states that a key feature of the construction management plan is ongoing coordination with the City and emergency service providers throughout the entire construction period to ensure adequate access is maintained to the Project Site and neighboring residences at all times. The implementation of the construction traffic management plan under the Project would ensure uninterrupted access on external roads to avoid emergency response and evacuation impairment. In the event of a wildfire in the vicinity of the Campus during construction, construction workers would follow the same protocols described for other Campus occupants.

The Project would bring additional outside guests to the Campus to attend events held at the Wellness Pavilion. In the event of a wildfire in the vicinity of the Campus, MSMU's Chalon Wildfire Emergency Plan, developed in coordination with LAFD, calls for the implementation of a "shelter in place" policy. Sheltering in place calls for Campus occupants, including outside guests attending events at the Wellness Pavilion, to relocate to safe locations on the Campus and remain there until LAFD deems it safe to leave and provides an "all clear." Occupants would stay inside an enclosed building with windows shut to prevent sparks from entering the building, and inflammable objects would be moved away from windows to prevent combustion. In the event that a fire emergency occurred during a large event at the Wellness Pavilion, MSMU's shelter in place protocols would ensure that individuals, including outside guests, are all gathered at a safe location on Campus under the direction and protection of LAFD. Activities at the Wellness Pavilion would be canceled if an evacuation order is issued prior to an event, whether preemptive by MSMU or ordered by the LAFD for the Brentwood community. The need to cancel or postpone Wellness Pavilion events would be evaluated on a case-by-case basis in consultation with MSMU Incident Commanders and/or on information provided by the LAFD/LAPD Unified Command Post. As such, there would be no traffic associated with the Project during announced evacuation or shelter in place periods.

A Red Flag Day is when the potential for a fast-moving brush fire is extremely high, when wind speeds are 25 mph or more and the humidity is 15 percent or less. On those days, illegally parked cars in Very High Fire Hazard Severity Zone (VHFHSZ) areas may be towed if their presence would prevent roadway access needed by LAFD. Residents must also be responsible to conformance to Red Flag Day parking restrictions.

The closest fire station houses Engine Company 19 which is farther away from MSMU than the Fire Code permits. Any additional construction and the Project increase the risk to residents and MSMU. The area served by Station 19 is a large geographic area is characterized by curved, narrow, mountain roads and a variety of fire roads, often times blocked during an emergency. It is also noted that the majority of the service area north of Sunset Boulevard is greater than 1.5 mile from the Engine Company 19 station.

There is no practical means to ensure that the LAFD/LAPD have priority use of roadways in congested conditions. Once the roadways are congested, they cannot easily be cleared.

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Emergency Plans

In order for the MSMU emergency plan to function correctly and effectively, the following is necessary.

1. MSMU should be mandated to implement immediate campus closure of all roads and control student pedestrian access and implement shelter in place when any wildland fire, storm, or earthquake occurs, until specific fire department direction can be received. Staff, workers, construction personnel, visitors, and students' safety can best be ensured by keeping personnel on campus in Fire Department approved shelter-in-place locations instead of walking or driving down streets like has been done in previous emergencies.

2. The MSMU emergency plan must mandate that activities on campus would be canceled if an evacuation order is issued prior to an event, whether preemptive by MSMU or ordered by the LAFD for the Brentwood community.

3. Failure of the MSMU emergency plan and/or the MSMU staff to immediately implement the emergency plan mandatory procedures during any declared emergency by the LAFD shall result in a six-month cancellation of all special non-school hour's activities, and MSMU shall review the post emergency actions and make necessary corrections during the six-month cancellation of activities and complete two full-scale, full school participation drills. Failure of MSMU to conduct regular fire, shelter in place, and evacuation drills no less often than once every four months, shall result in a six-month cancellation of all special non-school hour's activities.

Background and Reasoning

In order that the Final EIR mitigation measures are implemented effectively, the three requested conditions must me required for the Project, including Alternative 5, if the Final EIR is to be accurate and correct. The only way the Planning Commission will know is after the fires that will occur and endanger the MSMU and area residents for years to follow.

The Final EIR states that MSMU's Chalon Wildfire Emergency Plan has been developed in consultation with LAFD to ensure appropriate action during wildfires. It has not been implemented effectively; in fact, students have taken independent action and taken to walking down hill on the public streets causing further congestion and preventing emergency vehicle access. There exists an on-Campus Command Center, consisting of a Watch Commander, MSMU Incident Commander, Patrol Officer, Main Gate Officer, and Community Relations Officer who provide continuous, round-the clock security to ensure personal safety of students, fire prevention, evacuation management, and other duties. Watch Commanders are responsible for conducting vehicle patrols both on Campus and in the immediate surrounding area, responding to Campus emergencies as well as regular non-emergency calls for service. And yet with all the systems in place, students have endangered each other and the residents by taking independent action.

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Fuel Modification/Brush Clearance

In order to provide appropriate and necessary fire and life safety during a wildland fire, the following is necessary.

1. MSMU should be mandated to implement a brush clearance inspection program with an independent and qualified inspection firm. The annual inspection of the required brush clearance shall be accomplished by an independent inspection company paid for my MSMU, and in conjunction with the LAFD. Failure of the MSMU to pass the annual inspection, a six-month cancellation of all special non-school hour's activities shall occur, and shall continue until at such times MSMU has completed the necessary and required brush clearance.

Background and Reasoning

In order that the Final EIR mitigation measures are implemented effectively, the requested condition must me required for the Project, including Alternative 5, if the Final EIR is to be accurate and correct. The only way the Planning Commission will know is after the fires that will occur and endanger the MSMU and area residents for years to follow.

Wildfire concerns pertain to projects that are located in, or near, California's State Responsibility Areas or lands, classified as VHFHSZ. Because of the hilly topography, population density, and the proximity to natural brush hillside areas within the Santa Monica Mountains, the Brentwood Community to the north of Sunset Boulevard is classified as a VHFHSZ. The VHFHSZ designation includes the entire MSMU campus and adjacent area. Because it is located in a VHFHSZ, the entire campus, including the Project site, must comply year-round with the requirements of Fire Code Section 57.322, which requires brush clearance within 200 feet of any structure. The Fire Code also requires the management of hazardous vegetation and fuel, as well as maintenance of defensible space in wildland-urban interface areas.

In order that the Final EIR mitigation measures are implemented effectively, the four requested conditions must me required for the Project, including Alternative 5, if the Final EIR is to be accurate and correct. The only way the Planning Commission will know is after the fires that will occur and endanger the MSMU and area residents for years to follow.

The Final EIR states that the Project would comply with these requirements. The Final EIR states that during the MSMU Project the fuel reduction area adjacent to the Project site would be extended to maintain a 200-foot distance from the broader foundation footprint of the Wellness Pavilion. Because the required fuel reduction area would expand under the Project as compared to existing conditions, wildfire risks as a result of unmodified natural vegetation conditions would marginally decrease under the Project. Because the required fuel reduction area would expand under the Project as compared to existing conditions, wildfire risks as a result would marginally decrease under the Project.

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Respectfully submitted on behalf of the Concerned Citizens of Bundy Canyon.

Peter M Bryan

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CONCERNED CITIZENS OF BUNDY CANYON

June 2021

TO: THE LOS ANGELES CITY PLANNING DEPARTMENT, THE PLANNING COMMISSION AND CITY COUNCIL

Re: **Mount Saint Mary's College –Chalon Campus ("MSMC-CC") Expansion Plan: City Planning Case No. ENV-2016-2319-EIR, including the development of an enormous Interscholastic Wellness and Sports Center with interscholastic activities and a 60- day** Summer Camps for non-scholastic purposes (collectively, "MSMC-CC Expansion"), all of which will generate a 31,000 cumulative vehicle trip increase to the MSMC-CC and Brentwood.

We, residents of Brentwood as well as members of the neighborhood group CONCERNED CITIZENS OF BUNDY CANYON, petition the Los Angeles City Planning Department, the Planning Commission and the City Council to reject all of the MSMC-CC redevelopment proposals as presented in their the Final Environmental Impact Report ("FEIR"). We also petition these same agencies to compel MSMC though its municipal policing powers to reduce its enrollment to 750 students to meet the terms of its current CUP.

MSMC-CC is a locational anomaly which does not fit into the residential neighborhood in which it is located. Moreover, the school is a long-term and flagrant abuser of its operating permits which granted it limited permission to exist in a transportation-challenged area accessed via residential neighborhoods with substandard streets, most without sidewalks. The City has mistakenly closed its eyes to MSMC-CC's illegal enrollment of over 100% of the permitted allotment. It has also ignored the College's failed fire evacuation procedures. As residents of Brentwood, we cannot ignore the flagrant effects of such over-enrollment on traffic nor the danger of fire as a result of the failure of various municipal agencies in policy, implementation and compliance.

For the sake of the health, safety and welfare of the Brentwood residents and the students, staff and teachers at MSMC-CC, any redevelopment proposals, enrollment caps, vehicle trip caps and fire evacuation procedures must meet the terms of the revised proposed Conditional Use Permit, including monitorable compliance, as outlined below:

1. **MSMC is grossly violating its Conditional Use Permit which allows for 750 enrolled students. MSMC is currently enrolling approximately 1560 students at the Chalon Campus**. This is a flagrant violation of their Conditional Use Permit ("CUP') by 108%. MSMC-CC should be formally noticed, fined, reprimanded and constrained from this type of gross violation and further violations should result in the rescission of all operating permits for MSMC-CC. There must be monitoring of the CUP's enrollment provisions and vehicle trips going forward. This violation has placed extreme burdens on the residents of Brentwood and has placed their lives and property at undo risk. (See attached draft CUP.)

2. **The Sunset corridor west of the 405 Freeway is a non-mitigatable traffic nightmare.** This is confirmed by MSMC's own traffic engineers in its draft environmental impact report ("DEIR"). The DEIR labeled most of the intersections west of the 405 "failed." MSMC-CC is currently producing approximately 2,000 vehicle trips per day ("MSMC-CC VT/Day"). MSMC is the largest fixed location contributor to traffic in Brentwood. **The only way to reduce traffic impact from MSMC-CC is to reduce vehicle trips.**

   Vehicle trips can be reduced by reducing total enrollment from the MSMC-CC and by converting a portion of the enrollment to "on-line learning" only. The draft CUP attached has a suggested vehicle trip allotment of 900 vehicle trips per day, commensurate with the current CUP of 750 enrolled students, including 300-500 students living on campus, some carpooling, some shuttle buses from bus stops and rail lines and allowances for staff and educators. Larger student enrollment can be accomplished with the same number of vehicle trips per day by adding and growing "on-line learning" popular in higher education. (See attached draft CUP and photographs of typical Sunset Corridor nightmarish traffic.)

3. **The fire season is now believed to be 12 months long, not the previously considered five months of August-December.** On-going fire disruption and devastation from climate change is causing massive economic and life-threatening problems for all residents of California. Since the DEIR was filed, the three worst fires in the state have occurred, the largest fire to date, the August Complex fire in 2020, burned over 1,000,000 acres, that is 1.0% of the State; and the most deadly and destructive fire, the Camp Fire in 2018 which killed 85 people and destroyed 18,000 structures. All of these mega-conflagrations occurred within the last few years**. In the same time period since the initial application for the MSMC-CC Expansion, there have been many named fires threatening lives and destroying property in Brentwood, fires which have caused both mandatory and voluntary evacuations in Brentwood.** Directly and locally, the three most recent large fires were the Skirball Fire (2017), the Getty Fire (2019) and the Pacific Palisades fire (2021), causing massive evacuations and property loss. The getty Fire burned the perimeter of the MSMC-CC.

   MSMC-CC has continuously and flagrantly failed to protect its students, staff and guests during evacuations. (**See mandatory evacuation procedures in the proposed CUP and attached photographs of students fleeing for their lives in the recent Getty Fire.) During the Getty fire, students should have been systematically evacuated just as the residents of Brentwood were evacuated, house-by-house.) Instead, students in pajamas and slippers walked down the narrow streets without any direction from MSMC-CC, thus creating traffic jams for fire trucks attempting to reach the fire and residents fleeing their homes. A plan suggested by some fire

planners that MSMC-CC students and staff shelter in place, with the threat of severe bodily harm or death looming, is outrageous and unrealistic. **Mandatory evacuation procedures for the MSMC-CC staff and students must be adhered to just as evacuation procedures for the other Brentwood residents must be adhered to.**

4. **Rapidly changing climate and drought-induced risks must be closely monitored and addressed by various agencies with respect to the California Environmental Quality Act.** (S*ee* CEQA Guidelines, § 15126.2(a), explaining the types of significant impacts that should be discussed in an Environmental Impact Report.) The collective impact of allowable uses on all neighboring residents and properties must be considered under CEQA as expanded in 2019 and 2020. The exacerbated life-safety threats to neighboring residential residents and / properties must be considered as there are not enough resources in the Fire Department to protect students, staff, teachers and Brentwood residents simultaneously. **The FEIR has failed to meet this requirement.**

5. **MSMC-CC is located at the top of a boxed canyon in a designated "Very High Fire Hazard Severity Zone."** This is the most extreme and dangerous place for residential and commercial uses such as homes and colleges. In such a location, there must be an additional layer of life-safety precautions. That means that all development and redevelopment must include a common sense allocation of fire response teams and be strictly reviewed under revised CEQA guidelines. The FEIR has failed to meet this requirement. **The continued use of this location of the MSMC-Chalon Campus must be contingent upon the ability of the institution to evacuate all of its residents and guests in short order.** (See mandatory evacuation procedures under the proposed CUP.)

6. **MSMC-CC's requested expansion and increased intensity of usage for summer camps and multiple educational and interscholastic events generating an additional 31,025 vehicle trips per year (85 vehicle trips per day) must be denied as the area is not defensible from fire risks to the added occupants and users and the failed transportation system cannot take the added stress.**

7. **Absent the MSMC-CC expansion plan going forward, the current illegal enrollment of 1560 students is 810 students over the enrollment cap of 750 students; this generates approximately 1100 added vehicle trips per day. This is a gross overreach by MSMC-CC into the sustainability of Brentwood and must cease immediately.**

For all the above reasons, we, the residents of Brentwood, urge all Los Angeles agencies involved in the approval process to reject the redevelopment and expansion plans of MSMC-CC as expressed in their Final EIR. We also urge these same agencies to compel the College to operate within its enrolment caps as noted in the existent CUP, and, if not complied with, we urge the agencies to withdraw the CUP and other permits from the College.

If any members of these various agencies wish to discuss a modified CUP for MSMC-CC, similar to that which is attached, they are invited to speak with any of the organizers of Concerned Citizens of Bundy Canyon (see contact information attached.)

_____ _____

Name **address**

_____ _____

Name **address**

_____ _____

Mount St. Mary's College, Chalon Campus ("MSMC-CC").. New Conditions for enrollment, construction, all activities on campus …. by Joseph Ebin, MA Urban Planning

Brentwood Residents desire that the MSMC-CC thrives in a manner conducive to its location in a residential neighborhood accessed via a failed transportation system using substandard surface streets. Additionally, this location is near the peak of a Very High Fire Severity Zone.

MSMC-CC must in all ways be the best neighbor possible given the limitations of its site, the limitations of the access and egress and the environment it is located in, subject to drought and unpredictable fires in a nine month long fire season. MSMC-CC must take measurable and accountable steps and procedures to aggressively mitigate the above conditions.

CUP CONDITIONS: Renewed and Amended CUP, all reportable and monitorable with substantial penalties for non-compliance, monitoring costs to be paid by MSMC and to be independently verified:

1. **Enrollment caps/conditions:** Not more than 750 students can attend classes in person ("Enrollment In Class" or "E-IC""); with respect to this, students cannot be enrolled at another campus of MSMC and then attend classes at the MSM-CC in order to subvert the E-IC. The MSM's large established "on-line enrollment" shall not be limited
2. No less than 50% of E-IC must live on campus ("Dorm Students" or "DS" of which 90% must be shuttled to town for shopping and entertainment (only 10% can have cars based on physical requirements);
3. **Vehicle trip reduction** by 55% to not more than 900 vehicle trips per day, total morning and evening, accomplished by carpooling, shuttle busses, Enrollment-On line, Dorm Students;
4. **Not allowed:** summer-or other camps for non-enrolled full time college students, movie shoots, weddings, interscholastic athletic events, etc.;
5. **Gymnasium-Wellness Center**
    a. Yes: rebuild gym, call it Wellness Center or anything similar to reasonable size limitations of 5,000 square feet
    b. USED FOR ON-CAMPUS PHYSICAL EXERCISE AND LEARING ACTIVITIES, NOT FOR PUBLIC ASSEMBLY and not for interscholastic academic or sporting events.
6. **Construction limitations and completion deadlines**. No construction vehicle access or egress after 2:00 p.m. on weekdays. Weekend and holiday construction to be encouraged. No parking or stacking of construction trucks on adjacent residential streets or any street north of Sunset Boulevard and other such measures.
7. **Parking and Enrollment:** No request can be made to increase the parking nor increase number of E-IC for 99 years.
8. **Fire Issues:**
    a. The fire evacuation orders must be strictly adhered to as a continuing condition of the CUP in compliance with the Los Angles Fire Department's interpretation of the Very High Fire Severity Zone status of the MSM-CC. Additional ad hoc emergency type orders must be the same for the MSMC--CC as for the neighboring residential area in order not to draw down the emergency fire relief staff to protect shelter-in-place students.
    b. Evacuation Vehicles must be stored and maintained on campus to evacuate on short order 100% of the faculty, staff and students. Evacuation trials must be held every quarter for the first five years, then semi-annually.
9. **Compliance:** Third party compliance verifications all salient issues two times per year. Paid for by MSMC.
10. **Penalties for Violations:**
    a. Enrollment: half the tuition of each student over 750 E-IC
    b. Dorm Students: half the dorm fees per student for not meeting minimum
    c. Carpooling/Shuttling/Commercial and other activities: to be determined
    d. Fire Procedures: substantial financial penalties for violations to be determined

- **750 students total enrollment established by the CUP limits in 1984**

Planning CPC <cpc@lacity.org>

Opposition to MSMU expansion

Jane Marlis <janemarlis4@gmail.com>
To: cpc@lacity.org

Sun, Oct 17, 2021 at 10:30 AM

Sent from my iPhone

Re: Case Number CPC-1952-4072-CU-PA1;
ENV-2016-2319-EIR,

To: cpc@lacity.org I am writing to voice my strong opposition to Mount Saint Mary's Wellness Pavilion Expansion.

MSMU PUTS THE BURDEN OF ITS OPERATIONS ON THE COMMUNITY

Mount Saint Mary's proposed Wellness Pavilion is more than a 35,000 square foot *gym* for its students. The project includes large outside events that will bring more traffic to the narrow and fire threatened streets. The size of the project and the resulting increase in operational use are not compatible with the surrounding neighborhood and will adversely impact public health, welfare and safety.

- Instead of an early and efficient evacuation in the event of fire, MSMU wants the limited LAFD resources diverted from protecting our homes and allocated instead to its campus where they want to shelter-in-place (where they think students will remain instead of creating chaos as they run from danger as with the Getty Fire). This "Shelter in Place" is in violation of **SB 901 Senate Bill No. 901,** CHAPTER 626

SB 901, Dodd. Wildfires.

SEC. 42.

Section 8387 of the Public Utilities Code is amended! (Please read)

This section describes that a “Wild Fire Plan” is required in areas where wildfires are possible and indicated by past wildfire events in the Area!

MSMU, when declaring that they will “Shelter in Place”, has no “Wildfire Plan”!

- Instead of a cap on enrollment like every other school, MSMU wants to expand its facilities while reserving the right to expand its enrollment (which already violates its permit).

- Instead of a significant reduction in vehicle trips (like Brentwood School and Archer School), MSMU wants to be able to increase its 1,800 average daily vehicle trips to over 2,100 daily vehicle trips, and continue to account for 30% of the daily trips in Bundy Canyon (which all begin at MSMU!)

Jane & Rand Marlis

WILDFIRE
DEFENSEWORKS

WildfireDefenseWorks.com | 707-337-8046 | 952 School Street | N° 239 | Napa, California 94559-2824

October 18, 2021

To: Wendy-Sue Rosen, President
Brentwood Residents Coalition
200 South Barrington Ave. Box 49583
Los Angeles, CA 90049

Re: Environmental Case: ENV-2016-2319-EIR State Clearinghouse No.: 2016081015
Response to the Final EIR Mount Saint Mary's University Chalon Campus Wellness Pavilion Project

Comments on Wildfire Safety Impacts

Dear Ms. Rosen,

I am pleased to have been invited to review the documentation for the Mount St. Mary's University Chalon Campus (MSMU) Final Environmental Impact Report (FEIR), and provide my expert opinion related to wildfire safety factors. In 2018, I retired from the California Department of Forestry and Fire Protection (CAL FIRE) as the Staff Chief of Planning and Risk Analysis after a successful and dedicated 32-year career and now run my own wildfire consulting business.[1]

In preparation of this letter, I have reviewed both the DEIR, the FEIR, including the comments and responses. I have driven through the surrounding neighborhoods, and observed the landscape around the University in person, in order to directly assess how a wildfire scenario would affect this Project and how the addition of the proposed Project would impact the safety of the neighboring community. My assessment of the proposed Project's potential to result in fire-related impacts is based on more than three decades of experience with CAL FIRE. I remain actively engaged in wildfire research and technology, specifically focused on how wildfires impact individual structures and the effects of large, devastating wildfires on entire communities. I have recently completed a Wildfire Assessment Report for the City of Beverly Hills, and am completing a similar report for the residents of Hollywoodland, providing them with an overview of wildfire risks and steps to help reduce these risks. This knowledge and experience form the basis for my comments.

[1] See bio at www.DefenseWorks.com

As detailed in this letter, the proposed Project has the potential to result in significant impacts by:

- Impairing implementation of or physically interfering with an adopted emergency response plan or emergency evacuation plan;
- Exposing people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires;
- Exacerbating existing wildfire hazards due to slope, prevailing winds, and other factors, which may expose project occupants and local community members to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire; and,
- Requiring the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or continuing impacts to the environment.

The MSMU project site is located on a ridge on the south flank of the Santa Monica Mountains, surrounded on three sides by natural open space and wildlands, within a very high fire hazard severity zone. The 35,500 square foot Wellness Pavilion as proposed is an individual structure that will serve the current student population as well as offer increased outside events. The FEIR fails to provide sufficient information to determine whether the structure and its increased capacity will be a significant contributing factor in exacerbating existing and increasing wildfire hazards.

Additionally, the accompanying infrastructure and cumulative impacts from additional uses of the facility have not been adequately addressed within the FEIR. Mitigation factors such as evacuation analysis, emergency planning, and sufficient plans for sheltering in place are virtually ignored as they relate to the current wildfire environment of the project site. By ignoring wildfire-related issues at the outset, the life safety risks become insurmountable, not only to University occupants and visitors, but also to surrounding communities.

We as a society have but one opportunity to incorporate the highest levels of life safety factors into our built environment – and that is during the planning stages of new development. Once projects have been approved and built, it becomes virtually impossible to alter components that may have been inadequate to begin with. California Attorney General Rob Bonta recently emphasized this very point saying, “Local governments have a responsibility to address wildfire risks associated with development projects at the front end. Doing so will save dollars – and lives – down the line.”[2]

It is my opinion that the assumptions and determinations being presented in the MSMU FEIR related to wildfire safety factors are wholly inadequate. The FEIR essentially ignores current wildfire risk factors and assessment methods entirely, or brushes them aside as “insignificant.” As a result, the FEIR has failed to identify or mitigate the significant fire-related impacts of the proposed Project.

[2] https://timesofsandiego.com/politics/2021/10/07/judge-finds-environmental-review-of-huge-otay-ranch-projects-failed-to-account-for-wildfire-risks/

PROJECT OVERVIEW

The proposed 35,500 square foot Wellness Pavilion will include a gymnasium, fitness center and equipment, and associated meeting rooms for various functions related to overall health and wellness. The Project will include parking and an outdoor pool area, and is intended to be used by campus students, faculty and staff, and other members of the University. In addition, Project facilities will be used for summer camping programs, speaker series, sports activities and other events that will bring guests and visitors to the campus.

The project site lies at the northern end of the MSMU campus, straddling a ridge with downhill slopes on both sides to the East and West. The project's orientation and vulnerability to wildfire risk is significant. The fact that the University sits on a ridgetop with steep downhill slopes on both sides makes it extremely vulnerable to a wildfire event. Most campus structures appear to be built with materials that may provide some level of resiliency from an encroaching wildfire, however I have not had an opportunity to inspect these structures in person. In addition, environmental and other project documents do not provide sufficient information to determine the fire resiliency value of MSMU's structures or whether materials and structures are maintained in a fire resilient manner.

From the original project drawings, the Wellness Pavilion appears to have been planned with some level of fire resiliency. Neither the construction details nor long-term maintenance plans have been disclosed as part of the project information, however, so no conclusion can be drawn as to the Wellness Pavilion's fire resilience. It is unclear whether the structure itself presents qualities that could allow it to be one of the structures that the University would deem as a "shelter" in the event of a wildfire. These details are not disclosed in the environmental document and therefore cannot be analyzed.

FOCUSED REVIEW OF FEIR RELATED TO WILDFIRE ISSUES

The Environmental Impact Report, in both Draft and Final form, presents significant gaps in its wildfire analysis. Most important, the FEIR lacks any recognition of the current wildfire regime. Experts universally agree that wildfires have become far more intense, more destructive, and more frequent over the past several years than ever before.[3] In fact, this year is on target to become the second worst on record, approaching last year's record-breaking acreage burned, making it the worst in modern history.[4] Climate change, with warmer temperatures, drier vegetation and longer "windows" in which catastrophic wildfires burn, has become the new normal. Even communities that have been built to the newest code requirements have suffered catastrophic damage in wildfire events.

Yet, the MSMU FEIR references documents that are in some cases close to a decade old. In many instances, the reference material used to determine "significant" or "less than significant" wildfire impacts dates back to 2018, or earlier. An official document with a 2018 date on it means that the

[3] See https://www.biologicaldiversity.org/programs/urban/pdfs/Built-to-Burn-California-Wildfire-Report-Center-Biological-Diversity.pdf

[4] https://www.latimes.com/california/story/2021-07-12/california-wildfires-outpacing-2020-worst-on-record

information used to create that report most likely occurred prior to 2018. Yet the most catastrophic wildfire events started to occur in late 2017, and have continued almost nonstop since then. Therefore, the documentation used to analyze this project predates almost all of the most up-to-date wildfire information available today. This translates into an Environmental Impact Report that fails to consider many of the current impacts from a wildfire event that may occur today or in the future.

Wildfires are primarily influenced by three factors: weather, topography, and fuels (anything the fire can burn). We have no control over weather factors, especially wind events that are one of the most significant elements contributing to wildfire behavior. We do not have the ability to change entire hillsides, ridgetops and valleys, nor how they affect wildfire behavior. The one factor we do have control over is the fuel component. We can choose where we build structures and the materials used for their construction. We have the ability to alter the vegetation around structures and entire communities, and we know these actions can have a tremendous influence on fire behavior and structure resiliency.

The FEIR presents plans for vegetation clearances and long-term planning for vegetation on the downhill slopes that present a potential wildfire challenge for this project, and the entire University as a whole. However, the larger focus of evacuation planning and the suggestion that occupants and visitors at the University may be directed to a "shelter" are not explained in a manner that incorporates current fire behavior factors or anticipated reactions of occupants and visitors during a wildfire event. This information has not been disclosed or discussed in the environmental document, so any references to "shelters" as part of life safety planning for this project have not been adequately reviewed.

One of the most elusive factors that occurs during a wildfire emergency relates to human behavior. Despite stated claims to have a plan in place to coordinate and provide emergency information to campus residents and visitors when a wildfire event occurs, it is unclear if these plans have been adequately practiced or fully understood by residents and staff at MSMU. The FEIR maintains that collective control of students will be handled by shuttling students off campus in buses or private vehicles, or by directing them to shelter on campus. Yet these claims are unsupported by any analysis or evidence that have these life safety procedures have been practiced. As recently as 2019 this control plan has been shown to be inadequate. When the Getty Fire erupted near Interstate 405 on October 28, 2019, burning significant areas around the campus, numerous students fled on foot down local streets through the residential neighborhood instead of remaining on campus as directed.

Based on the growing pace and scale of wildfires, and the accompanying difficulties with evacuations, the concept of providing "shelters" for people to take refuge as a last resort during a wildfire situation is gaining ground. Many wildfire experts, researchers, building and code officials, and fire officers have begun discussing the options that could provide safe facilities to help people trapped in a wildfire survive. A great deal of research must be conducted to fully understand what these "shelters" should be to adequately provide the basic life-safety principles that exist in all types of building construction today. Because of the greatly increased fire behavior, fire severity and intensity, it is not yet fully understood what these "shelters" may look like, nor what factors

must be incorporated into them in order to provide a safe, habitable environment for people to escape the effects of an approaching wildfire. Basic analysis such as air quality within the shelter, water consumption, communications capabilities, and other factors related to essential life safety must be analyzed and tested. The lengthy process of creating a building type to fully fit within fire code regulations has simply not been done yet.

It is premature to simply point to any given existing structure and assume it can adequately serve as a "shelter" for people in today's wildfire environment. While this concept was considered valid by many as recently as a decade ago, the increase in wildfire behavior has rendered previous assumptions invalid. It is therefore problematic to recommend a "shelter in place" strategy for MSMU. There is no documentation identifying where sheltering would take place, nor any responsible quantification or analysis to demonstrate that "shelters," which have not yet been identified, may adequately serve the potential number of people on campus or provide safe shelter for humans from the impacts of a wildfire. Therefore, it is astonishing that one of the proposed mitigation measures for this project is to rely on a plan that implies a facility or structure on campus may serve as a life-saving "shelter." The details necessary to make this determination have not been defined nor reviewed on any level. The FEIR's contention that the significant potential risk of structure loss, as well as human injury or death from wildland fires can be mitigated by a shelter-in-place strategy is not supported by evidence provided in the FEIR.

Not only is the project site located in a very high fire hazard severity zone on a ridgetop with steep downhill slopes on both sides, it is located beyond the maximum safe distance from the nearest fire station. Fire Station 19 on Sunset Boulevard is the nearest fire station to the project site. The Los Angeles Fire Department's (LAFD) designated maximum safe distance from a fire station is 1.5 miles. The Wellness Pavilion project site is 2.6 miles from Station 19, well outside LAFD's designated maximum safe distance. The LAFD provides options to meet "same practical effects" or "alternatives" to allow for development beyond the 1.5 mile distance without requiring new stations or other types of infrastructure to be built. For this particular project, the proposed "alternative" is to provide the Wellness Pavilion with a full interior sprinkler system complying with the accepted national standards as outlined in the National Fire Protection Association (NFPA) 13 Handbook. But a structure such as the Wellness Pavilion is already required by current building codes to be fully sprinklered with the NFPA 13 system, even if it were being built across the street from Station 19. Therefore, this required system does not compensate for the extended distance from the nearest fire station. The FEIR has failed to specify how the failure to meet LAFD proximity to the fire station requirement, and the associated risk of significant loss, injury or death involving wildland fires will be mitigated. There remains a significant unmitigated impact due to the proposed Project location.

The FEIR fails to provide a robust review of the evacuation factors in the face of an encroaching wildfire event. As previously mentioned, the environmental document implies that an emergency plan by MSMU is coordinated by individuals directing what actions will be taken based on any specific situation. This may include shuttling students, faculty, and other occupants at MSMU via preplanned buses, or private vehicles. Ultimately, people may be directed to take shelter, a plan that is completely lacking in specificity on any level. But physical evacuations utilizing vehicles has also not been adequately reviewed nor tested. The FEIR fails to include an adequate analysis of

the feasibility of evacuations in the event of a wildfire, the adequacy of evacuation routes, the impact of evacuation procedures, and how they all may impact the surrounding area.

Evacuation is significantly hampered by the lack of a feasible secondary access route. The FEIR indicates that the evacuation plan provides for evacuations to the north of MSMU campus via the Mt. St. Mary's Fire Road. This dirt road is inadequate as a traditional evacuation path for several reasons. First, the road surface itself is not well maintained, and many vehicles, whether buses or passenger vehicles, would be unable to safely traverse the trail. In addition, should this route be needed for emergency equipment to gain access to the north side of the campus, there is inadequate room to accommodate two-way traffic on this narrow dirt road. Further, the Fire Road exits into the Mountaingate Community, whose residents may also need to utilize the road to evacuate. Therefore, the route is compromised due to the inadequate road surface from a stability standpoint, as well as inadequate ability to provide for access and egress to occur simultaneously.

But an even larger issue with the suggestion that the Mt. St. Mary's Fire Road could provide for evacuation has not been addressed – the trail's location on the landscape. The most severe wildfires occur during high wind events, which, in the vicinity of the project site, traditionally blow from the north, northeast, or east, pushing fires across the landscape to the west or south. Hillsides, ridges and valleys play a significant role in determining the direction and intensity of fires. The consideration of Mt. St. Mary's Fire Road as an evacuation route fails to consider its high risk location and geography.

The Mt. St. Mary's Fire Road traverses hillsides and ridgelines to the north of the campus. As has been seen by numerous fires in the past, most recently the Getty Fire in 2019, a wildfire occurring during these events renders this fire road impassable due to potentially extreme fire behavior across most of the route. Sending evacuees on this road would put them in extreme, and possibly life-threatening danger.

Over the past several years, attempted evacuations over similarly precarious routes have provided difficult lessons about evacuations made in the face of extreme fire behavior. Unfortunately, a significant number of fatalities have occurred during these desperate evacuations, including the Tubbs Fire (2017) and the Camp Fire (2018). These risk factors have not been identified or discussed in any detail in the environmental document.

Another proposed emergency evacuation alternative is a route to the east through the Getty Center. This potential route suffers from many of the same issues as the Fire Road to the north – potential conflicts with responding emergency equipment, and inadequate road surfaces and bridges. Although this alternative evacuation route was proposed as one of the early considerations, it is understood that MSMU has since withdrawn this option as one of the alternative evacuation routes. But the fact that it was initially suggested leaves the concept for this option to remain as a potential future option. The inadequacies of this option must be addressed prior to being reconsidered again. The FEIR has failed to demonstrate that the proposed Project has a safe and viable secondary emergency access or egress route.

The final proposed option for evacuation is MSMU's sole access, the existing paved street surfaces through the communities to the south of the campus. The two primary routes would direct

evacuees leaving the main entrance to campus onto Chalon Road, which travels to both the east and west when exiting the campus. Taking the eastern path would then transfer these evacuees onto N. Norman Place, and continue down the hill to the south. Taking the western path would transfer evacuees onto N. Bundy Drive, and also continue down the hill to the south. In many areas these streets measure less than the minimum 20-foot width that is the standard for evacuation routes according to the Fire Safety Regulations in the Public Resource Code 4290. These new standards were derived from a new law, signed by the Governor in 2018, and took effect on July 1, 2021. This expanded a regulation that previously applied only to the State Responsibility Areas, but has now extended it to the Local Responsibility Areas: Very High Fire Hazard Severity Zones. This bill requires roadways to be a minimum of 20 feet in width, with a minimum 1-foot shoulder on either side to accommodate concurrent fire safe ingress for fire equipment and egress for evacuation.

Further, no new development is permitted on dead end roads longer than 800 feet where any parcel served is less than 1 acre, as is the case for this project location. There is no adequate mitigation for a dead-end road project other than construction of another 20' wide road that does not travel to the same dead end road to provide true secondary egress. Neither N. Bundy Drive nor N. Norman Place meet the standards currently in place for new development. The environmental review provides no reference to these new required standards, nor any disclosure on how these new requirements would be met. None of these factors are disclosed within the environmental review.

Adding Project and Campus traffic to the existing evacuation route from the neighborhoods in the MSMU vicinity would result in a significant impact on emergency response. Eastbound Chalon Road exiting MSMU takes traffic to N. Norman Place, while westbound Chalon Road exiting MSMU takes traffic to N. Bundy Drive. These two roads then intersect, combining the volume of both roads into a single road that eventually winds its way down two miles to Sunset Blvd. Therefore, regardless of which direction an evacuee might choose to take when leaving the campus, they eventually end up on N. Bundy Drive, heading toward Sunset Blvd. The fact that these two streets merge compounds the volume of traffic from residents trying to flee a wildfire event on these evacuation routes. Additional traffic from MSMU and the proposed Project would likely overwhelm the capacity of these streets, potentially placing people in harm's way. When additional traffic loads are added to the already overburdened local streets, the inability of traffic to quickly and safely evacuate the neighborhood becomes more likely. This scenario would also be exacerbated by and interfere with emergency responders trying to gain access at the same time, further obstructing the roadways and inhibiting safe egress. All of this is compounded in the areas where local streets measure less than the minimum requirement of 20 feet in some areas.

The environmental review deemed the access issues to the campus as adequate, but that does not take into account statements made in the LAFD's letter dated October 17, 2017, which stated that based on proximity to fire station criteria, "fire protection would be considered inadequate" or that "development of this proposed project, along with other approved and planned projects in the immediate area, may result in the need for the following: 1 increased staffing for existing facilities (i.e. Paramedic Rescue Ambulance and EMT Rescue Ambulance resources.) 2. Additional fire protection facilities. 3. Relocation of present fire protection facilities." The environmental review has failed to take more recent and current potential impacts into consideration.

The FEIR has failed to demonstrate that the proposed Project has either adequate primary or secondary access which complies with fire safety standards or provide sufficient details and analysis that a shelter in place strategy can be effectively implemented for the MSMU Campus. Given the proposed Project's location, the escalating fire regime, inadequate access, lack of adequate shelter in place or evacuation planning, the proposed Project could result in a significant risk of loss, injury or death.

An additional factor related to potential evacuation impacts is the student population of MSMU, which has been projected to be increased from the approved level of 750 to approximately 2200 students. The Wellness Pavilion would bring an increased number of occupants well above the 1500 current student population. Collectively, this translates into even more people who would be required to successfully evacuate in the event of a major wildfire scenario. Additionally, if a large gathering of visitors are on site when an emergency occurs, many, if not most, would not be familiar with the details of MSMU's Emergency Plan. Despite MSMU's plans to have onsite personnel provide direction, fire emergency planners must consider that human behavior frequently takes over when an emergency occurs. Despite the best intentions, residents during an emergency situation will default to their own senses, which too often ignore established protocol. Essentially, many more people will travel downhill onto N. Bundy Drive and N. Norman Place, increasing the possibility of gridlock as more people attempt to flee.

The Staff Recommendation Report references Pepperdine University as a facility that has successfully used sheltering in the event of wildfires. But comparing Pepperdine University to MSMU is inappropriate. Pepperdine University was designed with wildfire risk as one of the primary design considerations, and the Pepperdine campus has long had a shelter in place policy in effect. Even still, during the Woolsey Fire, many students fled the campus onto Pacific Coast Highway, which was backed up for miles. It was reported that motorists spent four hours to get out of the area (a drive that normally takes half an hour). The two campuses are not comparable when referencing wildfire planning and impacts.

We have unfortunately witnessed forced evacuations from many wildfire events in recent years with hundreds of uncomfortable and sometimes dramatic videos posted by evacuees on social media and through witness statements. The FEIR does not address the reality of human behavior to consider how panicked individuals react in the face of an encroaching wildfire and the potential life-threatening situations that often result. Given the proposed Project's location, the escalating fire regime, inadequate access, lack of adequate shelter in place or evacuation planning, the proposed Project could result in a significant impact to adopted emergency response and evacuation plans.

CONCLUSION

This letter details four primary areas of concern:

1. Lack of review related to current wildfire behavior. In many instances, the environmental review relies on older and outdated documents that have no reference to the increasing wildfire intensity or severity that is common today. Therefore, the conclusions throughout

the report deem the impacts from the project as “insignificant” when viewed through this outdated information. Conclusions may appear insignificant based on outdated review methodologies, but this conclusion is not supported when considering the more catastrophic nature of wildfires today.

2. MSMU’s emergency planning, which includes references to “sheltering” people in the event of a wildfire is wholly inadequate. The idea of creating shelters for this purpose are currently in the early discussion stages, and there are no tests or acceptance from current code analysis to accurately quantify what these shelters should be.
3. The proposal to install a sprinkler system in the building is not an adequate mitigation for the structure being sited beyond what is the maximum safe distance from a fire station. This building type is already required to include a sprinkler system without regard to the distance from the nearest fire station, and therefore cannot also be a mitigation to compensate for excessive distances from a fire station.
4. The evacuation plans for the increased number of people and vehicles on the existing substandard hillside streets that do not conform with current minimum requirements for road widths or have an appropriate secondary access or egress route. The environmental review does not provide sufficient information or analysis to demonstrate how the increased population can successfully use existing streets for evacuation.

The environmental review does not take current wildfire behavior nor current documentation into account to arrive at its final conclusions. Collectively, these factors may put both occupants at MSMU as well as neighborhoods below the campus at great risk in the event of a major wildfire event. The Final EIR should be revised and recirculated to provide additional wildfire analysis, either to adequately address these issues, or to provide alternatives, including consideration of an alternative safer site without similar wildfire risks on which to construct the facility.

Thank you for the opportunity to provide my comments on this project. I welcome any feedback you may provide.

With Best Regards,

David B. Shew

David Shew
Owner/CEO, *Wildfire DefenseWorks*
Retired Staff Chief, CAL FIRE

AUTHOR'S BIO

The following background provides readers a chance to understand my qualifications and experience which provide me the authority to make these observations.

I retired from the California Department of Forestry and Fire Protection (CAL FIRE) as the Staff Chief of Planning and Risk Analysis after a successful and dedicated 32 year career. Prior to my career in the fire service, I practiced as a licensed architect in both Northern and Southern California, becoming deeply familiar with building design, materials, construction, land use planning, and other typical aspects of working as an architect. I joined a volunteer fire department in a rural community where I was living at the time, and this newly discovered focus of helping people in their time of need led to a job offer from the State to join CAL FIRE as a permanent employee.

I started as an entry level firefighter, moving up to become an engine operator, Fire Captain, and Battalion Chief. I served in both Operational and Administrative Chief positions, and finally promoted to the level of Staff Chief, working directly for the State Fire Marshal (a branch of CAL FIRE) in Sacramento Headquarters. During my career, I traveled around the state to numerous emergency incidents, served as Incident Commander on many large wildfires, and was the Public Information Officer (PIO) for 11 years on Incident Management Team 3. This experience allowed me to be directly involved with, and witness, numerous historic fires in the past three decades, such as the Tunnel Fire in the Oakland Hills in 1991, the devastating fire sieges in Southern California in both 2003 and again in 2007. As a resident of Napa, California, I witnessed first-hand the devastating impacts of the fire siege that erupted on October 8, 2017 in Napa and Sonoma Counties. These and many other fires have allowed me to understand wildfire behavior, the overall wildfire environment, and the increasing impacts they are now having on our built environment. In addition, I also served as the Napa County Fire Marshal for a number of years. This position enabled me to pull together my background as an architect and my years of fire experience in the review and approval phases of many projects, marrying the design and planning worlds with the emergency life safety world in a unique manner.

Since my retirement, I have continued to be closely involved with the fire community as they continue to struggle with the increasing impacts of wildfires on our landscape. I am connected with researchers and scientists around the world who are all identifying why fires have become so destructive, with a focus on how to be better prepared and more resilient during future fires. I am working with communities, businesses, and individuals who are deeply concerned about how they can introduce more fire resilient measures into their structures, their landscapes, and their planning goals. These efforts are designed to save lives, structures, and infrastructure when – not if – the next fire occurs.

My consulting work continues to be in high demand because of my unique background and experiences. It is due to over 40 years of working in these professions that have now merged, and provide me the opportunity to review of this project. It is hoped that my experienced perspectives and knowledge will help create a more resilient and safe future from wildfire impacts.

THEPEOPLECONCERN
Because everyone should be housed, healthy and safe.
OPCC & LAMP COMMUNITY UNITED

September 22, 2021

Ms. Samantha Millman, President and Commissioners
City Planning Commission
City of Los Angeles
200 North Spring Street
Los Angeles, CA 90012
cpc@lacity.org

RE: Case Nos. CPC-2021-3512-VZC-VCU and CPC-2008-619-ZC-DA-M1

Dear President Millman and Honorable Commissioners:

On behalf of The People Concern, we are writing to support Cedars-Sinai's requests to the City of Los Angeles and its plan to upgrade the existing medical center buildings to comply with the rigorous California seismic standards. Cedars-Sinai's plan calls to extend its master development agreement and to construct a seismic upgrade wing that would house inpatient beds, operating rooms and ancillary services; allowing the organization to upgrade existing facilities without disrupting patient care or the availability of services to the community. In addition to ensuring that Cedars-Sinai complies with the state's seismic safety law, notably, the medical center campus will be improved to meet the needs of the community in the future.

As one of Los Angeles County's largest housing and social services agencies, The People Concern provides a fully integrated system of care – including outreach, interim housing, mental and medical health care, substance abuse services, domestic violence services, life-skills and wellness programs, and permanent supportive housing for our most vulnerable neighbors. The People Concern partners with Cedars-Sinai to reduce the high-utilization of Emergency Departments (ED) and to more effectively address the varied needs of people experiencing homelessness. The People Concern is proud to be a Cedars-Sinai grantee; the Patient Navigator program allows The People Concern staff to be embedded in the ED and to assess the non-medical needs of people experiencing homelessness and connect them to community resources and housing.

We respectfully ask the City of Los Angeles' Planning Commission to support Cedars-Sinai's requests for an amendment to their master development agreement, zone change, and conditional use permit to allow for the addition of the proposed wing.

Sincerely,



John Maceri
Chief Executive Officer
The People Concern

Cc: Ms. Esther Ahn, City Planner

DAY OF HEARING SUBMISSIONS

Los Angeles County Business Federation
Strengthening the Voice of Business Since 2008

September 21, 2021

Honorable Chair and Members of the City Planning Commission
City of Los Angeles
201 N Figueroa St,
Los Angeles, CA 90012

RE: Letter to Support the Mount Saint Mary University Wellness Center

Dear Madam Chair and Members:

On behalf of the Los Angeles County Business Federation (BizFed), a grassroots alliance of more than 215 diverse business groups mobilizing 410,000 employers in Los Angeles County, we wish to express our full support of the Mount Saint Mary University (MSMU) Wellness Center at the Chalon campus in Brentwood.

The proposed MSMU Wellness Center will serve as the campus' "North Star" and be a grand central station for health, sports, and stress reduction – everything students need to master the art of living vigorously. The Wellness Center is a basic need for our students. In 2017, MSMU launched a comprehensive wellness movement after conducting a needs assessment that revealed 60% of our first-year students self-identified as unhealthy and 30% identified as food insecure.

Additionally, the project would provide a career path into the healthcare field. Preparing healthcare workers has always been a priority for MSMU, more than 60% of students enter the field after graduation. MSMU is home to one of the preeminent nursing programs in the country, with the first Bachelor of Science in Nursing program established in California. Students who graduate from MSMU programs work at nearly every hospital and healthcare system in Los Angeles, some gaining experience before they even leave school. During the COVID-19 pandemic, MSMU students worked on the frontlines in short-staffed medical centers, assisting nurses with hospitalized COVID patients.

For these reasons and more, we respectfully request your support of the MSMU Wellness Center at the Chalon campus in Brentwood.

Thank you for your consideration. If you have any questions, please don't hesitate to contact our BizFed Policy Manager Chris Wilson at (562) 201-6034 or chris.wilson@bizfed.org.

Sincerely,

Donna Duperron
BizFed Chair
Torrance Area Chamber

David Fleming
BizFed Founding Chair

Tracy Hernandez
BizFed Founding CEO
IMPOWER, Inc.

Los Angeles County Business Federation

Strengthening the Voice of Business Since 2008

BizFed Association Members

7-Eleven Franchise Owners Association of Southern California
Action Apartment Association
Air Products
Alhambra Chamber of Commerce
American Beverage Association
American Institute of Architects - Los Angeles
Apartment Association of Greater Los Angeles
Apartment Association, CA Southern Cities, Inc.
Arcadia Association of Realtors
AREAA North Los Angeles SFV SCV
Armenian Trade and Labor Association
Associated Builders & Contractors, Inc. Southern California Chapter
Association of Club Executives
Association of Independent Commercial Producers
Azusa Chamber of Commerce
Bell Gardens Chamber of Commerce
Beverly Hills Bar Association
Beverly Hills Chamber of Commerce
Black Business Association
BNI4SUCCESS
Bowling Centers of Southern California
Boyle Heights Chamber of Commerce
Building Industry Association - Baldyview
Building Industry Association - LA/Ventura Counties
Building Industry Association - Southern California
Building Owners & Managers Association of Greater Los Angeles
Burbank Association of REALTORS
Burbank Chamber of Commerce
Business and Industry Council for Emergency Planning and Preparedness
Business Resource Group
CA Natural Resources Producers Assoc
CalAsian Chamber
Calabasas Chamber of Commerce
California Apartment Association- Los Angeles
California Asphalt Pavement Association
California Bankers Association
California Business Properties Association
California Business Roundtable
California Cannabis Industry Association
California Cleaners Association
California Construction Industry and Materials Association
California Contract Cities Association
California Fashion Association
California Gaming Association
California Grocers Association
California Hispanic Chamber
California Hotel & Lodging Association
California Independent Oil Marketers Association (CIOMA)
California Independent Petroleum Association
California Life Sciences Association
California Manufacturers & Technology Association
California Metals Coalition
California Restaurant Association
California Retailers Association
California Small Business Alliance
California Self Storage Association
California Society of CPAs - Los Angeles Chapter
California Trucking Association
Californians for Balanced Energy Solutions
Carson Chamber of Commerce
Carson Dominguez Employers Alliance
CDC Small Business Finance
Central City Association
Century City Chamber of Commerce
Cerritos Regional Chamber of Commerce
Chatsworth/Porter Ranch Chamber of Commerce
Citrus Valley Association of Realtors
Claremont Chamber of Commerce
Coalition for Renewable Natural Gas
Coalition for Small Rental Property Owners
Commercial Industrial Council/Chamber of Commerce
Construction Industry Air Quality Coalition
Construction Industry Coalition on Water Quality
Council on Trade and Investment for Filipino Americans
Covina Chamber
Crescenta Valley Chamber of Commerce
Culver City Chamber of Commerce
Downey Association of REALTORS
Downey Chamber of Commerce
Downtown Center Business Improvement District
Downtown Long Beach Alliance
Eaze Technologies
El Monte/South El Monte Chamber
El Segundo Chamber of Commerce
Employers Group
Encino Chamber of Commerce
Engineering Contractor's Association
EXP
F.A.S.T.- Fixing Angelenos Stuck in Traffic
FilmLA
Friends of Hollywood Central Park
FuturePorts
Gardena Valley Chamber
Gateway to LA
Glendale Association of Realtors
Glendale Chamber
Glendora Chamber
Google LLC
Greater Antelope Valley AOR
Greater Bakersfield Chamber of Commerce
Greater Lakewood Chamber of Commerce
Greater Leimert Park Village Crenshaw Corridor Business Improvement District
Greater Los Angeles African American Chamber
Greater Los Angeles Association of REALTORS
Greater Los Angeles New Car Dealers Association
Greater San Fernando Valley Regional Chamber
Harbor Association of Industry and Commerce
Harbor Trucking Association
Historic Core BID of Downtown Los Angeles
Hollywood Chamber
Hong Kong Trade Development Council
Hospital Association of Southern California
Hotel Association of Los Angeles
Huntington Park Area Chamber of Commerce
Independent Cities Association
Industrial Environmental Association
Industry Business Council
Inland Empire Economic Partnership
International Cannabis Business Women Association
Irwindale Chamber of Commerce
La Cañada Flintridge Chamber
LA Fashion District BID
LA South Chamber of Commerce
Lancaster Chamber of Commerce
Larchmont Boulevard Association
Latin Business Association
Latino Food Industry Association
Latino Restaurant Association
LAX Coastal Area Chamber
League of California Cities
Long Beach Area Chamber
Long Beach Economic Partnership
Los Angeles Area Chamber
Los Angeles County Board of Real Estate
Los Angeles County Waste Management Association
Los Angeles Gateway Chamber of Commerce
Los Angeles Gay & Lesbian Chamber of Commerce
Los Angeles Latino Chamber
Los Angeles Parking Association
MADIA Tech Launch
Malibu Chamber of Commerce
Marketplace Industry Association
Motion Picture Association of America, Inc.
MoveLA
Multicultural Business Alliance
NAIOP Southern California Chapter
Nareit
National Association of Tobacco Outlets
National Association of Waterfront Employers
National Association of Women Business Owners - CA
National Association of Women Business Owners - LA
National Federation of Independent Business
National Hookah Community Association
National Latina Business Women's Association
Orange County Business Council
Pacific Merchant Shipping Association
Pacific Palisades Chamber
Panorama City Chamber of Commerce
Paramount Chamber of Commerce
Pasadena Chamber
Pasadena Foothills Association of Realtors
PhRMA
Planned Parenthood Affiliates of California
Pomona Chamber
PROLOGIS
Propel LA
Rancho Southeast Association of Realtors
ReadyNation California
Recording Industry Association of America
Regional Black Chamber-San Fernando Valley
Regional Hispanic Chamber of Commerce
Regional San Gabriel Valley Chamber
Rosemead Chamber
San Dimas Chamber of Commerce
San Gabriel Chamber of Commerce
San Gabriel Valley Economic Partnership
San Pedro Peninsula Chamber
Santa Clarita Valley Chamber
Santa Clarita Valley Economic Development Corp.
Santa Monica Chamber of Commerce
Sherman Oaks Chamber
South Bay Association of Chambers
South Bay Association of Realtors
South Gate Chamber of Commerce
Southern California Contractors Association
Southern California Golf Association
Southern California Grantmakers
Southern California Leadership Council
Southern California Minority Suppliers Development Council Inc.
Southern California Water Coalition
Southland Regional Association of Realtors
Sunland/Tujunga Chamber
Sunset Strip Business Improvement District
Television City
The California Business & Industrial Alliance (CABIA)
Torrance Area Chamber
Town Hall Los Angeles
Tri-Counties Association of Realtors
United Cannabis Business Association
United Chambers – San Fernando Valley & Region
United States-Mexico Chamber
Unmanned Autonomous Vehicle Systems Association
US Green Building Council
US Resiliency Council
Valley Economic Alliance, The
Valley Industry & Commerce Association
Vermont Slauson Economic Development Corporation
Vernon Chamber
Veterans in Business Network
Vietnamese American Chamber
Warner Center Association
West Hollywood Chamber
West Hollywood Design District
West Los Angeles Chamber
West San Gabriel Valley Association of Realtors
West Valley/Warner Center Chamber
Western Electrical Contractors Association
Western Manufactured Housing Association
Western States Petroleum Association
Westside Council of Chambers
Whittier Chamber of Commerce
Williams-Sonoma, Inc.
Wilmington Chamber
World Trade Center

I am Diedre Gordon and I reside at 655 Firth Ave, north of sunset blvd.

MSM has already created an “intensification of use” prior to any addition to the campus. By violating their 750 student enrollment cap, they are responsible for bringing at least 1800+ car trips and numerous MSM buses up and down our narrow residential streets.

The proposed project is not a “gym”. Were they building the needed gym ,and only the gym, to be used by live-in students and staff, I would be more understanding. Instead, they are proposing a commercial event center to further increase traffic with the addition of weekend, evening, and summer use.

Last month I had the harrowing experience of needing to get my husband to the emergency room and was stuck trying to depart my neighborhood at Barrington and Sunset. While MSM is not the sole source of congestion- it is a significant source. Congestion should not be increased by either enrollment or events.

When the campus opened in 1930 it had a residential enrollment of 150 students. The surrounding neighborhood homes were largely non-existent. And MOST significantly, conditions have undeniably changed, resulting in the real and present danger of repeated wildfires.
Shelter in place may be a good strategy on a campus like Pepperdine - which was built expressly to resist fire, and is surrounded by open land to stage a fire stance, without a residential neighborhood outside its gate.That is not the case for MSM. Ask the girls who fled for their lives, or the homeowners that lost their homes during the Getty fire because all resources were directed to “shelter in place” at the campus, instead of evacuating it, as the rest of the neighborhood was instructed to do; thus leaving our vulnerable hillside homes to largely fend for themselves- How effective was this strategy? This proposed project unites us all in one unwanted way. It puts our homes and loved ones and MSM at drastically increased fire risk. It is luck, not a proper plan, that has prevented loss of life to this point. Should the city approve this plan knowing its dangers, they will have blood on their hands.

I oppose the current proposal and implore you to oppose as well.

Planning CPC <cpc@lacity.org>

Case # CPC-1952-4072-CU-PA1 : ENV-2016-2319-EIR Bundy Canyon Streets Views

Stefanie Michaels <stefaniemichaels@gmail.com> Tue, Oct 19, 2021 at 3:46 PM
To: Kathleen King <kathleen.king@lacity.org>, mj.bonin@lacity.org, Raymond Klein <rklein908@gmail.com>, JACQUELINE BACAL <jc.bacal@icloud.com>, JOANNE SOLOV <jsolov@mac.com>, Chad Molnar <chad.molnar@lacity.org>, Krista Kline <krista.kline@lacity.org>, Len Nguyen <len.nguyen@lacity.org>, councilmember.bonin@lacity.org, cpc@lacity.org

Hi Kathleen,
Please add these to the MSMU file. They are screenshots from an event on “the loop” this weekend of Bundy and North Saltair. This is what happens when there are too many vehicles on our tiny streets. Congestion was 1/2 hours w cops being called and people getting out of their vehicles out of frustration.

Thank heavens this wasn’t a fire this time or none of us would make it out alive, instead having to flee our cars on foot to get out of our canyon! Hope this gives you a little better visual of what we neighbors are up against.

Again, I invite you to come for a visit to see what we are all up against, as most people need to see it to believe it.

Stef

Sent from my iPhone

4 attachments



IMG_0611.PNG
423K

IMG_0612.PNG
463K





IMG_0613.PNG
439K



IMG_0614.PNG
449K

8:58
◀ Mail



nextdoor.com

8:59
◀ Mail



nextdoor.com

8:59
◀ Mail



nextdoor.com

8:59
◀ Mail



nextdoor.com

Planning CPC <cpc@lacity.org>

Case Number CPC-1952-4072-CU-PA1; ENV-2016-2319-EIR: Pleae Adopt BHA Mitigation Measures for MSMU Wellness Ceenter

Susan Steinhauser <susanst2@bzzmail.com> Wed, Oct 20, 2021 at 8:52 PM
To: "cpc@lacity.org" <cpc@lacity.org>
Cc: "info@brentwoodhomeowners.org" <info@brentwoodhomeowners.org>, "krista.kline@lacity.org" <krista.kline@lacity.org>, "chad.molnar@lacity.org" <chad.molnar@lacity.org>, "kathleen.king@lacity.org" <kathleen.king@lacity.org>

Attn: City Planning Commission
City of Los Angeles

To Whom It May Concern:

I live on N Bundy Drive and am writing to voice my strong opposition to Mount Saint Mary's (MSMU) Wellness Pavilion Expansion. I understand the need for institutions like Mount St. Mary's to expand but it's important that their needs be balanced with the needs of the larger community, including the immediate neighborhood. The Wellness Center's location, size, height, operations and other significant features are incompatible with and will adversely affect or further degrade adjacent properties, the surrounding neighborhood, and/or the public health, welfare and safety.

The Wellness Center would impose significant traffic burdens on the neighborhood. (References are to the City's Staff Recommendation Report.)

* NEW multiple events for up to 400 outside guests per day that would allow an additional 310 guest vehicle trips per day. (p58)

* NEW multiple events for up to 400 outside guests per day that would allow an additional 310 guest vehicle trips per day. (p58)

* NEW twelve-week summer camp for up to 200 campers and 40 staff per day that would allow 236 vehicle trips per day during the normally quiet summer months. (p58)

* DAILY vehicle trips allowed to increase from 1,800 to 2,100, based on a traffic study from 2018 MSMU does not want the neighborhood to know about.

* The right to add 700 students at Chalon Campus and not capping long-term enrollment. (pII-12 of DEIR

In addition, the community deserves protection from the significant impacts generated by MSMU, especially in a Very High Fire Hazard Severity Zone.

For all these reasons, please protect our community by adopting the additional conditions and mitigation measures proposed by The Brentwood Homeowners Association (BHA).

With thanks for your consideration,
Susan Steinhauser
North Bundy Drive Resident
Los Angeles CA 90049

Planning CPC <cpc@lacity.org>

Case Number CPC-1952-4072-CU-PA1; ENV-2016-2319-EIR

Tim Pennington <TPennington@appleoaks.com> Tue, Oct 19, 2021 at 5:29 PM
To: "cpc@lacity.org" <cpc@lacity.org>
Cc: "info@brentwoodhomeowners.org" <info@brentwoodhomeowners.org>, "krista.kline@lacity.org" <krista.kline@lacity.org>, "chad.molnar@lacity.org" <chad.molnar@lacity.org>, "kathleen.king@lacity.org" <kathleen.king@lacity.org>

Dear Madame and Sir,

I am writing to voice my strong opposition to Mount Saint Mary's Wellness Pavilion Expansion.

The project's location, size, height, operations and other significant features are incompatible with and will adversely affect or further degrade adjacent properties, the surrounding neighborhood, or the public health, welfare and safety.

The community deserves protection from the significant impacts generated by MSMU, especially in a Very High Fire Hazard Severity Zone. That is why we ask the City to protect the community by adopting the additional conditions and mitigation measures proposed by BHA.

Timothy M Pennington