

SAVE WESTWOOD VILLAGE

A Community-Business Alliance Dedicated to Quality Revitalization

April 8, 2002

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CITY PLANNING
DIVISION OF LAND

Re: AIMCO/Casden Project - Palazzo Westwood
EIR #2000-3213
Comments to Draft EIR issued February 21, 2002

Dear Ms. Zaitzevsky:

We submit the following comments with respect to the above-referenced Draft EIR ("DEIR").

These comments are submitted without in any way waiving our objections to the DEIR, and without prejudice to our rights in connection therewith, based on the facts that:

(1) none of the public's comments were included (or their existence even disclosed) as part of the responses to the Notice of Preparation information otherwise attached to the DEIR as Appendix A;

(2) many substantial issues which were raised in the omitted public comments are not addressed in the DEIR; and

(3) relevant staff reports and analyses concerning all aspects of this project are not included in the DEIR.

As we previously requested in writing, because of these fatal deficiencies the current DEIR should have been rescinded, amended and recirculated in its entirety.

We incorporate by reference herein all such objections, including without limitation those previously conveyed to the City of Los Angeles by letters copies of which are attached, and all similar objections and requests for recirculation from other parties of which we may not be aware at this time.

1093 Broxton Avenue, PMB Box 620, Los Angeles, CA 90024

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Maya Zaitzevsky

Re: AIMCO/Casden Project - Palazzo Westwood, EIR No. 2000-3213

April 8, 2002

Page 2

CEQA

Pursuant to the §15088.5 of the CEQA Guidelines, a lead agency is required to recirculate an EIR when significant new information is added to the EIR after public notice is given of the availability of the draft EIR for public review but before certification.

The city's responses to the public's NOP comments and to the comments submitted on the DEIR will require the addition of significant new information to the EIR, and therefore will require recirculation at that time.

The current DEIR for this project is so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment are precluded. (Mountain Lion Coalition v. Fish and Game Com. (1989) 214 Cal.App.3d 1043)

Indeed, this DEIR is filled with so many internal inconsistencies, major omissions and misstatements of fact (many of which are noted hereinbelow) that a decisionmaker cannot rely on the information provided therein.

In addition, the current DEIR is fatally defective on its face because it fails to include legally required contents pursuant to the CEQA Guidelines, including without limitation the following:

(a) disclosure and discussion of areas of known controversy. There are several areas of controversy that are well-known to the city, both from the public's comments to the NOP (which the city has ignored), and from the predecessor Smedra project on this site which raised several of the same controversial issues as exist in this project. The DEIR totally fails to address this required topic.

(b) disclosure of all organizations and persons consulted. Since a Notice of Preparation was publicly disseminated by the city for this project and responses were received from the public, at a bare minimum a list of the public's comment letters should have been included in the DEIR (although as set forth above we also believe that if the city chooses to publish some comments it must publish all such comments). The lists in Section XI (Preparers of the EIR, Contacts and References) fail to mention any of the public's letters, and none of the letters were included in Appendix A.

Maya Zaitzevsky

Re: AIMCO/Casden Project - Palazzo Westwood, EIR No. 2000-3213

April 8, 2002

Page 3

Further, CEQA law requires each lead agency to develop a standard format for EIR preparation. Yet City Planning Department staff have told me that they do not have a consistent policy on inclusion of NOP comments -- sometimes they include them all, sometimes they don't include any, and sometimes they include only some of them. This ad hoc approach to EIR preparation clearly violates CEQA.

NOP COMMENTS

We are attaching hereto a copy of public comments to the NOP of which we happen to be aware. We hereby incorporate by reference all such comments, questions and issues as if fully set forth herein. We also incorporate by reference all other comments, questions and issues that may have been raised in other public comments of which we are not aware.

Without in any way waiving our objections to the DEIR described above, and without prejudice to our rights in connection therewith, please fully answer each question and address each issue raised in (a) the attached comment letters, and (b) all such other public comments, as if they were fully set forth herein.

INTRODUCTION

Generally speaking, the concept of a mixed use project, with residential above ground-floor commercial, is an excellent one for Westwood Village and for this particular site.

Our objections to this project do not relate to the underlying concept, but to the particular way in which this concept is attempted to be carried out. There are three major areas in which this project has serious problems: (a) streets and parking; (b) the numerous required amendments to city laws, which are evidence of its clear lack of compatibility with its surroundings due principally to its massive size and scale; and (c) demolition of an historic building.

A large project of this type has an immense potential for devastating impacts on the small-scale, fragile nature of Westwood Village. That's why the Specific Plan was adopted in the first place -- to prevent further degradation of the

Maya Zaitzevsky

Re: AIMCO/Casden Project - Palazzo Westwood, EIR No. 2000-3213

April 8, 2002

Page 4

quality of the Village, by agreeing on objective standards that would limit development to an envelope compatible with what remains of the original charming Village.

The Specific Plan required five years, extensive study, analysis and research, and negotiated compromises among the residential community, commercial property owners (including the predecessor owners of this project site who were actively involved in every step of the Specific Plan), businesses, UCLA and the city.

LAND USE

1. Compliance with Law. The DEIR notes at p. 140 that the Westwood Village Specific Plan provisions are in addition to the City's zoning regulations, and supercede the Zoning Code where more restrictive.

Yet, the DEIR wholly fails to analyze this project under the terms of the current Specific Plan.

The DEIR sidesteps the real impacts of this project by analyzing only whether it is compatible with the purposes of the Specific Plan, which is a matter of mere subjective opinion on which people can easily differ.

This is an insidious approach to urban planning and land-use issues -- ad hoc decisions on projects using variable standards of review based on subjective feelings, instead of uniform, even-handed enforcement of the law -- with chaotic results for the built environment, quality of life and public infrastructure in the City of Los Angeles. This type of selective enforcement and special treatment for wealthy special interests also fuels the deep public cynicism toward politicians and the political process.

The operative law for this project -- which is wholly ignored in the DEIR -- is contained in the provisions which follow the statement of purposes in the Specific Plan. These operative provisions provide the *legally adopted and objective standards* by which the stated purposes are to be accomplished.

Further, the Municipal Code makes violation of a Specific Plan a criminal act, punishable as a misdemeanor. (MC §12.04.01) This project is so far outside the law that it

Maya Zaitzevsky

Re: AIMCO/Casden Project - Palazzo Westwood, EIR No. 2000-3213

April 8, 2002

Page 5

cannot be accommodated with Adjustments, Exceptions or Variances, but must re-write the law for itself.

As a result of this fatal defect in the DEIR, a decisionmaker cannot understand the magnitude and full impact of the proposed amendments to the law.

Therefore, this DEIR is inadequate for one of its principal intended uses (p. 7) regarding amendment of the Specific Plan.

In what ways does this project fail to comply with the Specific Plan, including without limitation such items as height, setbacks, stepbacks, bicycle parking, density, ground floor building frontage, FAR? Please specify in detail each applicable provision of the Specific Plan which this project violates.

For each of the areas in which this project fails to comply with the Specific Plan, what is the difference between what the Specific Plan requires and what this project is proposing? Please specify in detail, in a chart form that clearly sets out the information.

For each such area of noncompliance, is there any physical reason why the project cannot be designed to comply with the law? If so, state in detail why the project cannot be physically designed to comply with the law. Are there any other reasons why the project cannot be designed to comply with the law in each such area, and if so, state in detail why the project cannot be so designed.

2. **"D" Limitations.** The DEIR (p. 140) purports to describe the zoning applicable to this project. While it notes that the project is subject to "D" development limitations, nowhere does it describe what those limitations are or to what extent, if any, the project complies with them.

What is each and every "D" limitation to which this project is subject under current law? To what extent does this project comply with each such limitation?

3. **Owner-Caused Blight.** At p. 54 and elsewhere throughout the DEIR, reference is made to the blighted condition of the project site. The DEIR omits critical information necessary to a fair representation of the actual situation.

In order to accurately state the situation, the DEIR must add wherever these descriptions occur of the blighted and negative aesthetics of the current site, that such conditions are due solely to the failure of the current applicant and its predecessor/partner owners to maintain the property, together with their intentional refusal to lease the empty buildings over the past several years.

4. Loading Dock Compatibility. The DEIR (p. 141-142) wholly fails to analyze (or even allude to) the impacts of locating a three-bay commercial loading dock on Glendon Avenue directly across the street from the cultural resource of the Moustache Café building, the cultural resource of the Westwood Brew Co. building next to it, and immediately adjacent to the frontage of the sleek, newly-renovated Arden Building (1100 Glendon).

What are the impacts of this three-bay commercial loading dock on the surrounding properties?

Similarly, the impacts of locating a two-bay residential loading dock on Tiverton directly across from a residential neighborhood are not mentioned or analyzed. What are such impacts?

5. Pedestrian Orientation. The DEIR states throughout in conclusionary form that this project is pedestrian-oriented.

In fact, it is not truly pedestrian-oriented for the following reasons, among others:

(a) Main entrances to three of the four principal retail spaces are off the street, with accessibility from plazas which are 7 to 8 feet below grade (see discussion below on Sunken Plazas/Below Grade, including Municipal Code provisions on pedestrian orientation for Mixed Use Districts).

(b) Pedestrians must walk by a three-bay commercial loading dock on Glendon Ave.

(c) With the project's proposal for major national retail tenants to occupy the largest spaces on the east side of Glendon (and perhaps also on the west side), which usually prefer to have a controlled number of entrances and exits, pedestrians will be walking by long expanses of essentially blank walls.

Maya Zaitzevsky

Re: AIMCO/Casden Project - Palazzo Westwood, EIR No. 2000-3213

April 8, 2002

Page 7

(d) At more than 55 feet high, with no stepbacks, pedestrians will be dwarfed by the looming mass of the buildings.

What are the impacts of the above elements (which are not analyzed in the DEIR) on the purported pedestrian orientation of the project?

6. Designated for Redevelopment. The DEIR (p. 148) states that this is the largest site designated for redevelopment in the Village. Where is such designation made? What other sites within the Village are "designated for redevelopment," and where are such designations made?

7. Open Space Adjustment. The DEIR wholly fails to address the issue of open space. It is therefore insufficient for use as the basis for any decision on Open Space Adjustment, which is one of the intended uses of the EIR (p. 7).

What are the details of the Open Space Adjustment which, according to the notice of issuance of the DEIR, is being sought by this project?

8. Open Space Calculations. How much open space is required to be provided in this project?

Municipal Code §12.21.G requires 100 sf for each unit having less than three habitable rooms; 125 sf for each unit having three habitable rooms; and 175 sf for each unit having more than three habitable rooms.

How many units of each category are there in this project? Using Table V.J-7 as a guide, it would appear that there are 172 units at 125 sf (21,500 sf), and 178 units at 175 sf each (31,150 sf), for a total of 52,650 sf. Is this correct?

How much open space is in fact being provided in this project? Please specify in detail how such open space is calculated, including without limitation:

(i) how much is common open space determined pursuant to MC §12.21.G, and how much of the common open space consists of recreational amenities? What is the square footage of any

Maya Zaitzevsky

Re: AIMCO/Casden Project - Palazzo Westwood, EIR No. 2000-3213

April 8, 2002

Page 8

recreational rooms which are being used to qualify for common open space? Are any roof decks being used to qualify for common open space? If so, is the portion of the roof within 10 feet from the parapet wall excluded from the common space calculation, and if not, why not?

(ii) how much is private open space determined pursuant to MC §12.21.G, with details as to how many units have how much private open space each. Do all units have some private open space? If not, how many units have no private open space?

(iii) is any of the open space included in this calculation public space, or is it all reserved exclusively for use of residents of the project? If any is available to the general public, how much is so available and what spaces does it consist of? Please identify such spaces in detail.

In what way is the open space being sought to be averaged, e.g., over both the west and east sides of Glendon? How much of each type of open space calculated above is now located on each such individual segment of the project site?

What would be the result of the requested open space averaging, including without limitation the following:

(y) what is the impact on the aesthetics, quality of life and other open space purposes set forth in Municipal Code §12.21.G for those residents on the west side of the project who will have diminished access to open space;

(z) how will the residents on the west side access the open space on the east side (e.g., will they have to run across Glendon and weave through the retail spaces with their children, pets, recreational, barbecue and other equipment; is there a direct path through the retail space from Glendon to the residential open spaces on the east side and will such a path also be available to the public; will they have to descend to the subterranean parking area and cross to the east side that way and would such a path also be available to the public; will they have to walk all the way around Weyburn to the corner of Tiverton and the residential motor court?)

What is the impact on open space calculations of the Yard Adjustment also being requested for this project, which seeks to permit zero setbacks? Since under Municipal Code §12.21.G.2, required front and side yards cannot be counted as open space, by eliminating yard requirements for this project,

the developer is in fact converting the front and side yard requirements to use as open space for his project, thereby circumventing Municipal Code §12.21.G.2. How are the open space calculations affected by subtracting the front and side yard requirements which are sought to be reduced to zero? Would the project meet the required open space in that case? Please specify in detail.

9. FAR Calculations. The DEIR claims that the overall FAR of this project is 2.85:1. Yet the project is proposed as five stories with zero setbacks, which suggests that the true FAR may in fact be higher than that represented.

How are the FAR calculations in the DEIR arrived at? Please specify the details of the calculations, in a chart form that clearly sets out the information. Please set forth the information for each of the three segments of the project site, i.e., the lots on the west side of Glendon, the lots that front on the east side of Glendon, and the lots that front on Tiverton, as well as the various elements within the project, e.g., residential, commercial, covered areas, towers, etc.

Buildable Area

What is the buildable area for each segment of the project site? How is such buildable area determined, specifying how the commercial portion of the project and the residential portion of the project are taken into account. In connection with these questions, note:

(i) only residential development is permitted on the lots fronting Tiverton. How are the required front, side and rear yard setbacks taken into account on these lots?

(ii) how does the proposed commercial encroachment onto the Tiverton-fronting lots impact buildable area? Is buildable area being increased by this commercial encroachment, and if so, by how much?

(iii) the limitations on total floor area are not "height district limitations" but are Specific Plan "D" development limitations. Therefore in determining the size of all yard setbacks, the actual number of stories must be taken into account.

Maya Zaitzevsky

Re: AIMCO/Casden Project - Palazzo Westwood, EIR No. 2000-3213

April 8, 2002

Page 10

(iv) Municipal Code §12.03 specifically provides that the alternate definition of buildable area in C4 zones does not apply in the Westwood Village Specific Plan area or where a "D" limitation on floor area was imposed before July 1, 1997.

(v) how do the proposed lot tie agreements impact buildable area? Is buildable area increased by virtue of these agreements, and if so, by how much?

(vi) how does the proposed elimination of the 15-foot setback on Tiverton impact buildable area? Is buildable area increased as a result, and if so, by how much?

(vii) how does the proposed change to the General Plan to redesignate Tiverton Avenue, thereby eliminating the current requirement that the developer dedicate a portion of the site to widening the street, impact buildable area? Is buildable area increased by this proposed change, and if so, by how much?

(viii) how does the proposed Yard Adjustment impact buildable area? Is buildable area being increased by the Yard Adjustment, and if so, by how much?

(ix) is any portion of the west alley being included as part of the buildable area, and if so, what portion and how many square feet does that comprise?

(x) is any portion of the 70-foot Glendon Ave. public right of way being included as part of the buildable area, and if so, what portion and how many square feet does that comprise? Is any portion of the Weyburn or Tiverton public rights of way being included as part of the buildable area, and if so, what portion and how many square feet does that comprise?

(xi) per a survey available to us, the total square footage of the project site appears to be 179,851.5 sf, not 185,119 sf as set forth in the DEIR (p. 34). Has the city conducted its own survey or otherwise independently verified the total square footage of the site? If so; what is it? Does the city-verified square footage include the west alley or any of the other elements mentioned above?

What would be the total buildable area as determined by adding together the buildable area permitted individually for each lot included in this site under all applicable laws as currently in existence?

Floor Area

What is the floor area of this project?

How is the floor area calculated, specifying in detail in chart form that clearly presents the information for each element of the project (e.g., retail, restaurant, residential, fitness/recreational), with square footage, on each of the three segments of the project site (i.e., west side of Glendon, lots fronting on east side of Glendon, and lots fronting on Tiverton). In connection with this, note:

(a) what portion, and square footage, of the towers are included in floor area (see discussion in Unoccupied Towers below regarding impacts of the proposed location of mechanical equipment in the towers)?

(b) are all recreational areas being included in floor area, including pool, spa, etc.? If not, what portions, with square footage, are excluded, and why?

(c) are any covered walkways, covered entrances, or other covered areas included? If so, what square footage for each such area. If not, what portions, with square footage, are excluded? Note that Municipal Code §12.03 defines building as "any structure having a roof supported by columns or walls, for the housing, shelter or enclosure of persons, animals, chattels or property of any kind" and structure as "anything constructed or erected which is supported directly or indirectly on the earth." Therefore, it appears that any element of the project which shelters, such as a coverings over entrances to restaurant or retail space in the plazas, the public escalator/elevator areas leading to the retail space, the motor court, entrances to the residential areas, etc., must be included in floor area.

(d) what areas of the project are being excluded in reaching the floor area, specifying in detail with square footage, e.g., basement storage areas, etc.?

10. **Bonuses.** The discussion in the DEIR seems to assume that the developer is entitled to an FAR of 2.5:1 on the west side of Glendon and 3:1 on the entire east side of Glendon.

Maya Zaitzevsky

Re: AIMCO/Casden Project - Palazzo Westwood, EIR No. 2000-3213

April 8, 2002

Page 12

However, under the Specific Plan §7.A the base FAR for this entire site is 2:1. Additional FAR up to the indicated maximums may be earned only by meeting one or more of the specifications listed in §7.B

The DEIR entirely fails to analyze what bonuses are being relied on to get to the increased FARs, and whether this project even qualifies for such bonuses.

Which of the bonuses in §7.B is the developer relying on in order to increase his FAR on this project? Please identify the bonus, describe in detail how the relevant element of the project meets this bonus, and specify in detail the square footages involved in the bonus.

Further, the bonus must be calculated separately for buildings located on the west side of Glendon and buildings located on the east side of Glendon.

Neighborhood Retail/Services

Is the developer relying on §7.B.2, the provision of neighborhood retail or neighborhood services? If so, what portion, and how many square feet, of the retail space in this project is being relied on to justify this bonus? Specify for each side of Glendon.

Note that this bonus is only available for ground floor neighborhood retail or services. As discussed below in Sunken Plazas/Below Grade, the majority of the retail being provided in this project is at such a level below grade that it does not qualify as ground floor, under either §4 of the Specific Plan or Municipal Code guidelines (which both use a limit of three feet). To that extent, the majority of the retail space in this project would not qualify for this bonus. What portion, and how many square feet, of the retail space in this project does not qualify as ground floor? How does this reduction in qualifying retail space impact the FAR to which the developer is entitled?

Further, since the lots fronting on Tiverton can only be residential, no neighborhood retail or services can be provided on those lots. Therefore, this bonus is not available at all for the five Tiverton fronting lots.

Will the neighborhood retail and services be guaranteed by covenant? Will the recording of such covenant be a condition precedent to construction of the project? Have any

Maya Zaitzevsky

Re: AIMCO/Casden Project - Palazzo Westwood, EIR No. 2000-3213

April 8, 2002

Page 13

leases been entered into with tenants that qualify as neighborhood retail or neighborhood services, and if so, who are the tenants? If actual tenants have not yet been identified so one can determine whether they are in fact neighborhood retail or services, how can the bonus be earned? What are the consequences of allowing the project to be built to the greater FAR only to discover after the fact that the tenants do not qualify, and how will that situation be remedied?

Dwelling Units Above Commercial

Is the developer relying on §7.B.4, the provision of dwelling units above the ground floor? If so, specify in detail, with square footages, how this bonus is being calculated and applied for each side of Glendon.

Note that this bonus operates to allow an increase only in commercial space, by building residential units (and not an increase in residential, because of the circular result of increasing FAR for residential units by providing residential units -- e.g., if you build 25,000 sf of residential above commercial and this entitled you to another 25,000 sf of residential, you would now have 50,000 sf of residential which would entitle you to another 50,000 sf of residential for a total of 100,000 sf of residential, which would entitle you to another 100,000 sf of residential for a total of 200,000 sf of residential, etc.).

Further, since the lots fronting on Tiverton can only be residential, this bonus is not available at all for the five Tiverton fronting lots.

11. Proposed Amendments. The DEIR characterizes the proposed amendments to the Specific Plan as technical, definitional and minor changes. In fact, they are anything but. They make substantial changes to the Specific Plan, in some cases creating a special rule intended to benefit only the applicant on this site which amounts to illegal spot zoning, in other cases with impacts throughout the entire Village which are not analyzed in the DEIR.

Maya Zaitzevsky

Re: AIMCO/Casden Project - Palazzo Westwood, EIR No. 2000-3213

April 8, 2002

Page 14

(a) Add definition of "Mixed Use" and "Unified Development"(p. 149)

There is no reason to add these definitions to the Specific Plan, as they are already covered in the Municipal Code.

The explanatory discussion gives as a reason conformity with provisions of Municipal Code §13.09. Section 13.09 is one of three different mixed-use scenarios separately provided for under the Municipal Code, and provides detailed rules governing the establishment of a "Mixed Use District." (See discussion under Mixed Use below.)

What the DEIR's discussion fails to disclose is that *under the terms of §13.09 itself, specific plans and "D" limitations take precedence.*

Section 13.09.B.1 states:

"If, as determined by the Director of Planning or his/her designee, the provisions of this section conflict with those of an adopted specific plan, then the provisions of the specific plan shall prevail.... "If 'Q' or 'D' limitations have been imposed on a lot, then the most restrictive requirement shall prevail." (emphasis added)

By proposing this amendment, the developer is really seeking to avoid the very provisions of the Municipal Code that he supposedly seeks conformity with.

Further, the DEIR discussion refers to "future mixed-use projects in Westwood Village." However, when one analyzes the proposed amendments, the only places where "mixed use projects" are mentioned are for this project site! The 3rd amendment doubling permitted density for mixed use developments in Subarea 2, which happens to be this project site; the 4th amendment permitting mixed use projects in Subarea 2; the 8th amendment increasing height for mixed use projects in Subarea 2.

No other references could be found to mixed use project among the proposed amendments. Therefore, the sole purpose for this definition is to change the law to benefit this project site, which constitutes illegal spot zoning.

Finally, like the Specific Plan, the other Municipal Code sections dealing with mixed use projects (§12.22.18 by right, and §12.24.V.2 by CUP), refer to developments combining residential and commercial uses, but do not use the formal definition created for "Mixed Use Districts." Therefore, it is clear that use of this definition is not necessary in the Specific Plan, and may actually result in unnecessarily restricting the types of permissible future development in Westwood Village.

Unified Development is similarly already defined in the Municipal Code in at least two places: §12.24.W.19 governing CUPs for floor area averaging in a unified development, and §13.09.

Contrary to the assertion in the DEIR, there is no requirement in any of the three principal Municipal Code sections dealing with mixed use projects, that a project combining residential and commercial uses be a unified development.

Again, a review of the proposed amendments shows that the only use of the term Unified Development is to benefit this project site: the 5th amendment permits floor area ratio averaging in Subarea 2 for a Unified Development. Once again, this is illegal spot zoning.

Further, the Municipal Code already contains provisions for floor area averaging in unified developments at §12.24.W.19. Why isn't the developer seeking a CUP under that section?

(b) Include the west side of Glendon Avenue in Subarea 2

The DEIR fails to discuss the purpose and impacts of this amendment. Does it change the maximum permitted FAR with bonuses or maximum permitted height?

"Subarea 2" is relevant under the current Specific Plan under §5.B.14, which limits development in that area to residential or hotel, except that if a hotel is not built, then the lots fronting on Glendon may be commercial. The west side of Glendon does not fall under this restriction, and so is already able to be developed with either commercial or residential.

Maya Zaitzevsky

Re: AIMCO/Casden Project - Palazzo Westwood, EIR No. 2000-3213

April 8, 2002

Page 16

The only apparent reason for changing the definition of Subarea 2 to include the west side of Glendon is to further ensure that the proposed amendments will benefit only this project site: the 3rd amendment doubling permitted density in Subarea 2; the 4th amendment regarding mixed use projects in Subarea 2 and permitting commercial uses on the Tiverton-fronting lots; the 5th amendment permitting floor area ratio averaging in Subarea 2; the 8th amendment regarding 55-foot height in Subarea 2.

Once again, this is illegal spot zoning.

(c) Reduce required lot area from 800 sf to 400 sf.

This proposed amendment would double the allowable density for this project.

The DEIR explanatory discussion is entirely focused on the desires of the developer to double the density of his project. The DEIR fails address the existing 800 sf limitation, or any of the impacts of doubling density on this site.

The residential area immediately adjacent to this site (across the street) is zoned R3. The Specific Plan limitation on residential density was adopted in order to be in conformity with the surrounding residential area.

The Specific Plan's 800 sf limitation actually already represents a bonus to the developer over the adjacent zoning, because it permits the highest R3 density unlimited by number of rooms. The lot area requirements for R3 are as follows (Municipal Code §12.10.C.4):

(i) 1,200 sf of lot area for units with more than four habitable rooms;

(ii) 1,000 sf of lot area for units of four habitable rooms;

(iii) 800 sf of lot area for units of less than four habitable rooms.

How much of a bonus does the existing Specific Plan already result in for this project, i.e., what would be the maximum number of units in this project under the R3 standards? Please specify by indicating how many units are

proposed at four or more habitable rooms, how many at four habitable rooms and how many at less than four.

Further, the DEIR indicates that 231 units would be permitted under the existing Specific Plan limitations. Our calculations indicate that the actual number is 225 units. What is the actual number of permitted units is, which requires that the city first verify the total lot area (see discussion above in FAR Calculations regarding the discrepancies in total lot area and need for independent city survey or other verification)

Once again, this substantial benefit is limited to this site only, and therefore constitutes illegal spot zoning.

In the explanatory discussion for this proposed amendment, and elsewhere throughout the DEIR, the blanket representation is made that this project would be entitled to 255,680 sf of commercial development if the 800 sf per residential unit is enforced. How is this amount of permissible commercial development arrived at? Please specify in detail, noting that to the extent it is based on an assumed FAR of 2.85:1, it is subject to all of the same questions and issues raised above regarding FAR calculations and FAR bonuses. Further, FAR is only one of several limitations on development in the Specific Plan area (e.g., setbacks, stepbacks and height). Are all of the other limitations complied with in reaching this conclusion as to permissible alternative commercial development? Please specify in detail.

(d) Allow commercial use on lots fronting on Tiverton Avenue in Subarea 2.

The Specific Plan intentionally restricts the Tiverton-fronting lots to residential if a hotel is not built in Subarea 2 in order to conform with the uses directly across the street, which are residential and hotel.

This amendment would allow commercial use on the ground floor of the Tiverton-fronting lots, which is in direct conflict with the uses across the street from the project.

The DEIR entirely fails to analyze the impacts of permitting this commercial encroachment onto the Tiverton-fronting lots. For example, does this commercial encroachment result in more permissible FAR for the project, e.g., by

Maya Zaitzevsky

Re: AIMCO/Casden Project - Palazzo Westwood, EIR No. 2000-3213

April 8, 2002

Page 18

permitting bonuses for additional FAR which are not now permitted for that lot area, or changing the setback or yard requirements?

What about commercial parking in subterranean spaces located under the Tiverton-fronting lots? This also constitutes commercial encroachment and is not addressed in the DEIR.

(e) Allow floor area ratio averaging in Subarea 2.

The DEIR fails to analyze the true impacts of this amendment.

Why is this amendment necessary? As the DEIR explanation notes, the current Specific Plan is silent on floor area ratio averaging. Therefore, as in other situations, the general provisions of the Municipal Code would govern. Municipal Code §12.24.W.19 already provides for floor area ratio averaging in unified developments through a conditional use permit. Why isn't the developer applying for that CUP instead of amending the Specific Plan? Does this amendment to the Specific Plan create a different result than would be permitted under MC §12.24.W.19? If so, in what way?

Is what is being proposed really floor area averaging, rather than floor area ratio averaging? MC §12.24.W.19 contains a limitation that the floor area ratio for the unified development when calculated as a whole may not exceed the maximum permitted floor area ratio for the height district in which the unified development is located. This implies that such an overall calculation could result in a different ratio than that achieved by the ratio averaging permitted in the preceding sentence.

The proposed amendment, on the other hand, contains what at first glance appears to be a similar limitation, but may in fact be totally different. It purports to permit "floor area ratio averaging" in Subarea 2, "so long as the maximum floor area does not exceed the total amount permitted within the Subarea" (emphasis added). If this provision is correct, and not a typo, then the amendment is improperly drafted because what is being proposed is floor area averaging, not floor area ratio averaging.

Throughout the DEIR this project is represented as having an FAR of 2.85:1 (as discussed above, the FAR calculations

Maya Zaitzevsky

Re: AIMCO/Casden Project - Palazzo Westwood, EIR No. 2000-3213

April 8, 2002

Page 19

concerning this project are subject to substantial questions and issues, all of which are incorporated herein by this reference to avoid repetition). In the discussion of this proposed amendment the DEIR discloses for the first and only time that the FAR for the west side of Glendon is 3.32:1, and the FAR for the east side of Glendon is 2.66:1.

If these ratios are averaged, the result is 2.99:1, not 2.85:1 as represented throughout the DEIR.

The DEIR assumes throughout that the permitted FARs for this project are 2.5:1 on the west side and 3:1 on the east side. In fact, the permitted base FAR for both side is only 2:1.

This may be increased to the maximums of 2.5:1 and 3:1 on these parcels only by complying with one or more bonuses set forth in §7.B. The DEIR fails entirely to discuss which bonuses are being relied on to entitle the developer to the higher FARs, and whether this project even qualifies for such bonuses. (See Bonuses, above.)

The maximum possible FAR with bonuses on the west side of Glendon was limited to 2.5:1 in order to function as a transition from the 2:1 FAR for the properties on Westwood Blvd. to the 3:1 on the east side of Glendon.

The actual 3.32:1 FAR for this project on the west side of Glendon is far in excess of the 2:1 on Westwood Blvd. where several cultural resources are located, and conflicts with the intent to have these lots act as a transition. What are the impacts of creating this great disparity in FAR?

The actual 3.32:1 FAR for this project on the west side of Glendon also far exceeds the maximum permissible FAR with bonuses for that site, which remains at 2.5:1. Averaging on this project (whether of floor area or floor area ratios) also violates this limitation, since the ratio is 2.85 for floor area averaging or 2.99 for floor area ratio averaging.

The DEIR fails to disclose that the standard for a key development limitation is being changed from floor area ratio to floor area, and that one of the major impacts of this provision is to increase the maximum permitted FAR.

Further, as with the other proposed amendments, this amendment is only available to this project site (Subarea 2), and therefore constitutes illegal spot zoning.

Maya Zaitzevsky

Re: AIMCO/Casden Project - Palazzo Westwood, EIR No. 2000-3213

April 8, 2002

Page 20

(f) Limit hotels to the east side of Glendon.

This proposed amendment is mis-labeled, which has created a lot of confusion. The actual language is relevant only to preserving the effects of a height bonus for a hotel on the east side of Glendon.

This proposed amendment is unnecessary if the west side of Glendon is not included in Subarea 2.

(g) Modify method of measuring height for projects on one or more acres.

The DEIR discussion of this proposed amendment is fatally deficient. To begin with, it does not disclose the most important fact:

The method of measuring height which the developer is trying to change through this amendment is actually set forth in the *Municipal Code*, not the *Specific Plan*, and it applies to all property throughout the entire city, large or small, flat or on a grade!

Contrary to the discussion in the DEIR, the issue has nothing to do with Westwood Village or the *Specific Plan*. There are no reasons given why this one parcel out of the millions of parcels throughout this entire city should receive special treatment.

Municipal Code §12.03 defines height as "the vertical distance above grade measured to the highest point of the roof, structure or the parapet wall, whichever is highest." (emphasis added)

That same section defines grade as "the lowest point of elevation of the finished surface of the ground, paving or sidewalk within the area between the building and the property line...." (emphasis added)

As the DEIR points out, this is a large parcel because it is assembled from 20 individual lots, although this site is not unique in terms of location or topography. Contrary to the DEIR discussion, the size does not justify greater development rights. Just the opposite is true, because a project on such a large site has an immense potential for

devastating impacts on the small-scale, fragile nature of Westwood Village. That's why the Specific Plan was adopted in the first place, to limit development to an envelope that is compatible with what remains of the original Village.

The DEIR fails to disclose all the ways in which this proposed amendment seeks to change the Municipal Code definition of height. What are all the ways in which this proposed amendment would change the Municipal Code definition of height, and what are the consequences for each, including without limitation the following:

(i) excluding roofs and roof structures, which are required to be included under the Municipal Code. How much additional height would be permitted due to roofs and roof structures, i.e., how high are roofs and roof structures normally, 10 or 15 feet?

(ii) excluding unoccupied towers, which would now be required to be included. Unoccupied towers are granted substantial additional height under Specific Plan §8.B.3 (additional 40 feet for towers on corners, additional 20 feet elsewhere). Does this continue in effect, but measured under the new definition?

(iii) measured from the ceiling of the tallest habitable room. This is an interior measurement. The Municipal Code requires measurement to the highest exterior point. How much space is there typically in a development of this type between the interior of the ceiling of the tallest habitable room and the exterior of the roof or roof structures, e.g., for plumbing, air conditioning/heating, electrical, structural elements, access spaces, etc.?

(iv) existing grade. The Municipal Code requires using finished surface. What is the difference in height, taking into account that in this project a majority of the finished surface for the retail space is seven feet below existing grade?

(v) vertically below the point of measurement. The Municipal Code requires that the lowest point of elevation on the site. The DEIR states that there is approximately a 19-foot difference between in grade, while the project's architect told a meeting of community leaders on April 2, 2002 that the difference was 26 feet (the difference between the highest point of 343 feet above sea level and lowest point of 317 feet above sea level, which he appeared to be reading off

Maya Zaitzevsky

Re: AIMCO/Casden Project - Palazzo Westwood, EIR No. 2000-3213

April 8, 2002

Page 22

the project plans). What is the actual difference in grade on this site? Has the city conducted its own independent survey to verify the grade differential? If not, why not? If so, what are the relevant measurements?

The developer wants to treat this as 20 individual lots for purposes of height measurement, while at the same time getting all the other benefits of treating this as one lot. If it were 20 different lots, they would not be entitled to 55 feet by right (as this developer is also not entitled to 55 feet by right, see below), they would have to comply with setback requirements above 40 feet, they would have individual yard requirements, etc., all of which would substantially alter the impacts of the height on the individual lots.

What is the actual height of this project, as measured under the currently applicable Municipal Code definitions? Nowhere is this critical fact disclosed in the DEIR.

Throughout the DEIR, this project is represented as being 55 feet high. The project's architect, responding to questions at a meeting of community leaders on April 2, 2002, indicated that the height of this project measured under current law was more than 80 feet. This did not take into account the seven feet below grade for the majority of the retail space. Including that below grade aspect, this project is actually closer to 90 feet high as measured under current law.

What are the details for the calculations for the actual height of this project under the currently applicable Municipal Code definitions, taking into account all elements, including the below grade portion of retail, towers and all roof structures?

Further, the DEIR assumes throughout that this project is entitled to be 55 feet in height. The DEIR fails to disclose that the actual permitted height is 40 feet, which may be increased to a maximum of 55 feet only if several conditions are met (Specific Plan §8.A.4), and if approved by the Director of Planning.

There is a serious question as to whether this project could qualify for the 55 foot height. Does this project meet all required conditions, what are they, and how does it meet them?

Among the conditions to be analyzed are:

a. if adjacent to a cultural resource, the project will be compatible in scale to that resource. This project is adjacent to the Moustache Café building and several cultural resources on Westwood Blvd. which average 30 feet in height and are small buildings on individual lots. This project is a massive, unified development of more than a half million square feet, with an overall height of nearly 90 feet. . Contrary to the assertions at DEIR p. 112-113, it is clearly not compatible in scale to the adjacent cultural resources. (The DEIR relies on Figures V.A1-10 and V.A1-11, which according to the project's architect are not accurate representations (see General below), but more importantly, the perspective of the first is such that the project is actually hidden behind a tree so that its interaction with the adjoining cultural resource cannot even be seen, and the second is misleading because it is only shown adjacent to the tallest of all the cultural resources impacted along Westwood Blvd.)

b. it must contain a façade which resembles a series of smaller buildings. This project does not. In fact, as a unified development, by the developer's own definition this project "appears to be a consolidated whole when viewed from adjoining streets." (see first proposed amendment DEIR p. 149, emphasis added).

c. the portion which exceeds the highest elevation of an adjacent cultural resource must be stepped back at 45 degrees from the permitted height along the frontage. See discussion in Cultural Resource below.

d. the cornice lines of new buildings must meet the cornice line of any abutting cultural resource. Again, this cannot be determined from the figures referred to at DEIR p. 112-113.

Since this project is a unified development, it cannot possibly ever meet the condition in §8.A.4.b. Since by definition a unified development cannot meet the requirement of appearing to be a series of smaller buildings, how can this project claim to be entitled to 55 feet in height?

In addition, the amendment proposes to change the definition for "projects on sites located within the shaded or stippled areas of Figure 3 and which are comprised of lots of

one or more acres." There are numerous lots other than this project site within the shaded and stippled areas on Figure 3.

However, the DEIR wholly fails to analyze this proposed amendment as it may apply throughout the rest of the Specific Plan area. How many other such project sites are there, e.g., the Regent Properties site bounded by Gayley, Weyburn and Broxton, the surface parking lot at Broxton and LeConte, other parcels which may be assembled in the future, etc.?

What are the impacts of permitting height to be measured in this way on all these lots throughout the Village? What would be the maximum heights permitted for each lot in a stippled or shaded area under this proposal if determined under the prevailing Municipal Code definition, i.e., for each such lot, how much extra height is gained over what is currently permitted? How does this impact the non-shaded and non-stippled properties, which remain limited to 40 feet in height as defined under the Municipal Code?

(h) Allow mixed use developments in Subarea 2 to be 55 feet without a building set back at 40 feet.

This proposed amendment would eliminate the required stepback above 40 feet for this project site only. Once again, this constitutes illegal spot zoning.

The DEIR fails to analyze the impacts of this amendment. What are all the impacts of eliminating this stepback requirement including without limitation does this increase the floor area of the project, and if so, by how much; does it affect the shade/shadow impacts, and if so, how?

The DEIR discussion of this proposal is rife with many of the same problems that have been discussed elsewhere, including the assumption that this project is entitled to a 55 foot height, the claim that this site is unique, inappropriate comparison to the surrounding high-rises all of which pre-date the Specific Plan (the desire to prevent more of such buildings was the very reason for its adoption).

Further, the DEIR is again misleading when it refers to the Mixed-Use District ordinance (No. 172,171, Municipal Code §13.09). As discussed above (for the first proposed amendment), that ordinance expressly states that the provisions of specific plans and "D" limitations take

precedence over its provisions, which the DEIR fails to disclose.

Finally, the language of this proposed amendment is not well-drafted, as it does not address the stepback issue, but merely effectively repeats the provisions of the previously proposed amendment regarding height.

(i) Reduce the number of required bicycle parking spaces.

The DEIR fails to disclose or analyze the full impacts of this proposed amendment, which are substantial.

This proposal applies throughout the entire Specific Plan area. It totally eliminates all bicycle parking in residential developments, and reduces required bicycle spaces in commercial developments by 75%. What are the impacts of applying this severely reduced parking requirement throughout the Village?

Because the proposed ratios apply only to commercial development, this means that zero bicycle parking is required for residential development, which is nearly 80% of this project!

What is the total number of bicycle parking spaces required for this project under current law? The DEIR does not disclose this fact. What would be the total under this proposed amendment? What are the impacts of this reduction for this project, e.g., how much of a reduction in the required size of the subterranean parking lot does this represent, would the developer have had to excavate to an additional level for the garage, how much of a cost savings does this represent to the developer, how much of a cost burden is imposed on the surrounding Village, where will the developer's anticipated 672 residents park their bikes?

As the DEIR discussion indicates, Westwood presents a situation which is unique in the city because of the small-scale village environment and the major university campus at adjacent UCLA. As the Specific Plan recognizes, a higher requirement for bicycle parking is necessary and appropriate both because of the higher bicycle use and to encourage bike-riding to help mitigate the traffic congestion and chronic shortage of parking which are choking the Village.

In light of Westwood's clearly unique circumstances, there is absolutely no justification for relying on the general commercial bicycle requirements throughout the rest of the city to rewrite this law.

The proposal of increasing the city standard from 2% to 5% of vehicle parking for Westwood commercial development only does not begin to address the issue. The developer exacerbates the parking problems in Westwood by then reducing the required vehicle parking by the number of bicycle spaces (although the language of the proposed amendment does not include this provision, the discussion refers to it, and Table V.J-7 takes this reduction).

The current law for Westwood Village requires bicycle spaces at 20% of the vehicle parking spaces. No reduction in vehicle spaces is authorized. This high level of bicycle parking is especially appropriate for a development like this project that includes residential as well as commercial. It will encourage the project's residents to use their bikes to get around the Village and up to the UCLA campus.

12. Plan EIR. Under CEQA, the proposed amendments to the Specific Plan would require a Plan EIR, not a project EIR, in order to properly analyze their impacts.

The Specific Plan was adopted 13 years ago, and its EIR which is at least 13 years old cannot be relied upon for these proposed amendments. Among other things, the Specific Plan was developed and adopted without taking into account the effects of UCLA's subsequent Long Range Development Plan, which is adding 3.7 million square feet of new development and thousands of car trips a day to the Westwood Village area.

13. Illegal Spot Zoning. The DEIR fails to analyze the impacts of changing the law in order to benefit one site, which constitutes illegal spot zoning. Which of the proposed amendments benefit only the project site and are therefore illegal? Would adoption of these amendments leave the city vulnerable to a lawsuit? What is the city's potential liability if it were to enact such amendments?

14. Tiverton Setback. The DEIR is grossly inconsistent in its representations regarding the 15-foot landscaped setback on Tiverton required under the Specific Plan.

Throughout the DEIR representations are made (e.g., pp. 65, 147, 157) that a 15-foot landscaped setback on Tiverton will be provided in this project.

However, one of the requested approvals is variously described in the NOP, the notice of issuance of the DEIR, and the DEIR itself (p. 7), as an exception or an amendment relieving the developer from having to provide a 15-foot landscaped setback along Tiverton.

No amendment to the Specific Plan is proposed on this point, and no facts are analyzed which might be used in determining whether this project meets the legal requirements for an exception set forth in Municipal Code §11.5.7.F.

The DEIR is therefore patently inadequate for the intended purpose of any decision for an exception on the 15-foot setback on Tiverton.

Further, at p. 65 the DEIR refers to the "set-back provided by Tiverton itself." What does this mean? Is the project relying on the public street, or any portion of it, as a project setback?

15. Unoccupied Towers. The requested approvals (p. 7) include an exception from the Specific Plan requirements regarding unoccupied towers, in order to permit mechanical equipment to be located in them.

However, nowhere in the DEIR is the issue of unoccupied towers addressed. The DEIR is therefore, once again, woefully inadequate for this intended use.

How many unoccupied towers are there in this project? Where are they located?

What exactly is proposed to be located in each such tower? What are the impacts of the proposed exception?

What is the height of each such tower, as measured under the current Municipal Code definition of height? Do the towers comply with the Specific Plan height requirements? Will they comply once mechanical equipment is located within them? Note that under Specific Plan §8.B.3, towers may exceed the general height limits only if they are unoccupied. In order to be deemed an "unoccupied tower" under §4 the Specific

Plan, the tower must be "designed so that it may not be occupied by individuals, goods, materials or equipment and is not used for the warehousing or office purposes."

What would be the height of each such tower as measured under the amendments proposed in the DEIR to the definition of height?

Under Specific Plan §4, the area within an "unoccupied tower" is not counted as part of the floor area to which the building is attached. This benefit will not apply once the tower is occupied by mechanical equipment.

What is the total square footage of the floor area in the towers? What portion of each tower is proposed to be occupied by mechanical equipment? What is the square footage of such rooms in which the mechanical equipment will be located? What portion, if any, of the square footage of the floor area in the towers has been included in the project's FAR calculation? Please specify the details.

No facts are disclosed or analyzed in the DEIR which might be used in determining whether this project meets the legal requirements for an exception set forth in Municipal Code §11.5.7.F.

16. Yard Adjustments. The DEIR (p. 7) states that it is also intended to be used to support a request for a Yard Adjustment to permit zero setbacks for the residential portions of the project. Yet, once again, the DEIR fails to address the issues relevant to this intended use, and so is inadequate.

The only setbacks discussed in the DEIR are the grossly inconsistent statements regarding the 15-foot setback on Tiverton (see Tiverton Setback above). The DEIR also discusses setbacks for cultural resources, but these are different from required yard setbacks.

What are the required residential yard setbacks for this project, specifying in detail for each of the three segments of the project site (west side of Glendon, lots fronting on east side of Glendon, lots fronting on Tiverton), and for front yards, rear yards, side yards? How are the base requirements increased for number of floors? Are these standards to be applied at the first residential level for residential located above commercial? Note that since the

Maya Zaitzevsky

Re: AIMCO/Casden Project - Palazzo Westwood, EIR No. 2000-3213

April 8, 2002

Page 29

Tiverton-fronting lots can only be residential, the normal rules apply at ground level.

What setbacks and yards is this project actually proposing to provide, specifying in detail?

How are these required setbacks impacted by the proposed lot tie agreements? Are the required setbacks for each individual lot aggregated and applied to the project as a whole, e.g., giving large setbacks at both ends of the project for side yards that might disappear in the middle of the lot tie?

What are the details on the requested Yard Adjustment? Which yards are being sought to be reduced to zero, identifying in detail, and how much is the required yard measurement to start with?

What are the impacts of such reduction to zero, e.g., on the residents of the project and their access to light and air, on the aesthetics of the project and surrounding area, on the nearby properties, increase in buildable area, etc.?

In addition, since under Municipal Code §12.21.G.2, required front and side yards cannot be counted as open space, by eliminating yard requirements for this project, the developer is in fact converting the front and side yard requirements to use as open space for his project, thereby circumventing Municipal Code §12.21.G.2.

No facts are disclosed or analyzed in the DEIR which might be used in determining whether this project meets the legal requirements for a Yard Adjustment set forth in Municipal Code §12.28.

Further, under Municipal Code §12.28.B a Yard Adjustment is limited to 20% of the width or depth of the required yard, and is only authorized where circumstances make the literal application of the yard requirement impractical.

In this case, by asking to reduce the yard to zero, the developer is seeking an adjustment of 100%, which is not even authorized under the Municipal Code.

SUNKEN PLAZAS/BELOW GRADE RETAIL

1. Sunken Plazas/Below Grade Retail. The DEIR does not disclose that 3 out of the 4 public "plaza" entrances to the retail space in this project (at both corners of Weyburn and Glendon, and midblock on the east side of Glendon) are actually located 7 to 8 feet below grade. One who is experienced in interpreting architectural drawings and is armed with exceptionally good eyesight or a powerful magnifying glass may barely be able to discern this critical fact by a very close examination of Figure III-3.

This is apparently because the floor of these retail spaces is also located 7 or more feet below grade. The DEIR also fails to adequately disclose this critical fact. There is only one cryptic reference in a footnote at p. 37, where this is described as "slightly below street level." Seven feet is not "slightly" below street level. It is in fact more than the height of the average person, and would not be considered ground floor space by the standards of the City of L.A. and does not qualify as ground floor space under §4 of the Specific Plan. (see Proven Unsuccessful, below).

These are the main entrances to the two large retail spaces on the east side of Glendon, as well as the main entrance to the large retail space at the west corner of Weyburn and Glendon.

Are any of the plaza entrances in fact located 7 to 8 feet below grade? If so, specify which plazas, and for each such plaza, specify (a) how far below the grade of the immediately adjacent sidewalk the entrance is located; (b) how many steps between the sidewalk and the entrance; (c) will there be ramping available for handicapped access in the plaza; (d) what is the overall dimension of such plaza and what is the dimension of any level spaces in such public plaza; and (e) are there any overhangs or covered areas in these plazas and if so what is the visibility of the entrance to the retail space from the street.

2. Proven Unsuccessful. Sunken plazas are notoriously unsuccessful, as was amply documented in the predecessor Smedra movie mall project proposed for this site.

Attached hereto is a brief sample of the material submitted in connection with this issue on the Smedra project, including letters from the City of New York Planning Department, Richard Weinstein, UCLA Professor of Architecture and Urban Design and former Dean of the UCLA Graduate School of Architecture and Urban Planning, and Metcalfe Associates Urban Design and Development Planning which includes an extensive bibliography.

The City of Los Angeles has recognized the evils of sunken plazas. L.A.'s own guidelines for Mixed Use Districts require that in order for a project to qualify as "pedestrian oriented," "each individual tenant or business space located on the Ground Floor shall have an entrance directly accessible from the street at the same grade as the sidewalk." Municipal Code §13.09.G.4. "Ground Floor" is defined as "the lowest story within a building which is accessible from the street, the floor level of which is within three feet above or below curb level." MC §13.09.B.3 (emphases added)

Further, §4 of the Specific Plan defines ground floor as "that portion of a floor level of a building within three vertical feet of the ground level."

3. Analyze Consequences. The DEIR fails to adequately disclose these below grade aspects of the project, to consider their impacts and to analyze the consequences of locating three out of the four principal retail spaces and the main entrances thereto at 7 to 8 feet below grade. What are all of those impacts and consequences?

MAJOR DEVELOPMENT PROJECT CUP

This project appears to constitute a "major development project" within the meaning of Municipal Code Section 12.24.U.14, as it proposes the construction of more than 100,000 sf of non-residential and non-warehouse uses.

Therefore, a Major Development Project Conditional Use Permit is required for this project. The DEIR, the NOP and the public notice of issuance of the DEIR fail to disclose this required approval.

One of the required findings that must be made before any such CUP can be approved is that "the major development

project conforms with any applicable specific and/or redevelopment plan."

Does this project constitute a "major development project?" If so, is a Major Development Project CUP being sought for this project? What are the impacts associated with such a CUP?

LOT TIE AGREEMENTS

1. **Pre-Existing Lot Ties.** Were any lot tie agreements in existence on any part of the project site prior to the time this project was proposed? If so, what are the details regarding such agreements, including without limitation which lots are tied, what is the date of the lot tie agreements, and what are the terms of the lot tie agreements.

2. **Subsequent or Proposed Lot Ties.** Have any lot tie agreements come into existence since this project was proposed for any of the lots on the project site? If so, what are the details regarding such agreements, including without limitation which lots are tied, what is the date of the lot tie agreements, and what are the terms of the lot tie agreements. Similarly, for the lot tie agreements being sought as part of the approvals for this project, what are the details regarding such agreements, including without limitation which lots are tied, and what are the terms of the proposed lot tie agreements.

3. **Glendon.** Is any portion of 70-foot public right of way on Glendon Avenue, surface or subsurface, included in any existing or proposed lot tie agreements?

4. **Legal Effect.** In order to understand the impacts of a lot tie agreement, what are the legal effects of a lot tie agreement? For example, are all the lots in the agreement thereafter treated as one lot for zoning and development purposes? Can lots subject to a lot tie agreement be individually sold or developed? Are lots subject to a lot tie agreement treated as one lot for property tax purposes? Can lots subject to a lot tie agreement be "untied" at a future time, and if so, what is the procedure?

5. **Impacts.** What are the impacts of the lot tie agreements being sought by the project applicant, including without limitation the increased buildable area by virtue of the

reduction in yard setbacks that would otherwise be required if these lots were developed separately in accordance with the provisions of the Specific Plan? In particular, how much additional buildable area does this project get through the lot tie agreement? Please provide detailed calculations for each component of the project (Tiverton lots, east side of Glendon lots, west side of Glendon lots).

In this connection, while commercial lots do not require setbacks, residential lots do. All five of the lots along Tiverton are to be treated as residential under the Specific Plan, and therefore have front, side and rear yard setbacks. In addition, the residential portion of the entire mixed use project should also have front, side and rear yard setbacks beginning above the ground floor commercial.

6. Legality. Since the lot tie agreements are likely to have impacts, those impacts must first be analyzed through the CEQA process before a lot tie agreement can be authorized. Therefore, to the extent that any lot tie agreements have occurred on this site without the CEQA process first being completed and final, such lot tie agreements are invalid.

PARKING

1. Actual Parking Being Provided. The DEIR is confusing and inconsistent as to the parking being provided in this proposed project. In various places, the text states that there are 1,450 spaces, 1,475 spaces, and 25 bicycle spaces. Table V.J-7 at p. 227 (entitled "Parking Provided by Use") shows 1,429 spaces and 15 bicycle spaces.

How many parking spaces are actually being provided in this project, for cars and for bicycles?

How many residential parking spaces? How many of these are on the surface lot off Tiverton Ave., and how many are subterranean? How many of the residential spaces are full-size and how many are compact? Are any of the proposed residential spaces tandem, and if so, how many? Are any of the residential spaces reserved for valet parking, and if so, how many and where are they located? Will the residential parking spaces be reserved for specific apartment units?

Maya Zaitzevsky

Re: AIMCO/Casden Project - Palazzo Westwood, EIR No. 2000-3213

April 8, 2002

Page 34

Where will residential parking spaces be located for the residential units on the west side of Glendon? If not under such lots, how will the residents access their parking?

How many commercial parking spaces? How many of the commercial spaces are full-size and how many are compact? Are any of the proposed commercial spaces tandem, and if so, how many? Are any of the commercial spaces reserved for valet parking, and if so, how many and where are they located?

Will any of the commercial parking spaces be available for monthly parking? If so, how many?

Will any of the commercial spaces be made available for employees of the commercial tenants? If so, how many spaces? If not, how many employees are anticipated and where will they park? Is provision for employee parking included in the commercial parking ratios used in the DEIR?

Please provide this requested information in a chart form that clearly sets out the information.

2. **Tandem**. What are the legal provisions regarding use of tandem parking in commercial and multifamily residential situations? If it includes tandem parking, does this project comply with those provisions? If so, please specify in detail how it complies.

3. **Parking Ratios**. Table V.J-7 refers to the standards of the Westwood Community Multiple Family Residential Specific Plan ("Westwood Multifamily Specific Plan"). This project site is entirely within the Westwood Community Plan area.

Because of the highly congested and chronically underparked situation in Westwood, the Westwood Multifamily Specific Plan requires parking standards that are higher than the Municipal Code: 2-1/4 spaces for each dwelling unit of four or less habitable rooms, and 3-1/4 spaces for each dwelling unit of more than four habitable rooms. Of these required amounts, 1/4 space per dwelling unit is for guest parking.

Therefore, the parking ratios set forth in Table V.J-7 do not comply with the Westwood Multifamily Specific Plan requirements, which are the most appropriate ratios to determine residential parking requirements for this project.

Maya Zaitzevsky

Re: AIMCO/Casden Project - Palazzo Westwood, EIR No. 2000-3213

April 8, 2002

Page 35

Assuming that the 172 one-bedroom units are required to have 2 spaces per unit, this would require 344 spaces, not the 258 set forth in Table V.J-7 (a shortfall of 86 spaces). Assuming that the 178 two-bedroom units are required to have 3 spaces per unit, this would require 534 spaces, not the 356 set forth in Table V.J-7 (a shortfall of 178 spaces).

How many parking spaces would be required to be provided for the residential units under the Westwood Multifamily Specific Plan?

Further, the City Planning Department also has a policy of considering requirement of additional guest parking in congested areas. For example, in the case of new condos, the city policy requires a minimum of 1/2 space per unit for guest parking (5/24/00 memo from Emily Gabel-Luddy, Deputy Advisory Agency), and reserves the right to require even more guest parking in specified circumstances such as where on-street parking is highly restricted.

How many more parking spaces would be required under this city policy? (Assuming only the 1/2 space requirement for congested areas, this would result in a total guest parking of 175 spaces, not the 88 set forth in Table V.J-7, a shortfall of 87 spaces.) Has the city considered requiring additional guest parking for this project? If so, how much additional parking has been considered?

Further, this project is only one block from the UCLA campus. How will the developer address the issue of renting to students? Since the law prohibits discrimination, apartments may be rented by students. They may take in roommates to share the rental cost. Thus, a two-bedroom apartment might easily house four or more students, each with their own car. Where will they park?

4. Table Internally Inconsistent. To the extent that Table V.J-7 purports to show the legally required parking, it is internally inconsistent. The legally required parking for bicycles in Westwood Village under the Specific Plan, which supercedes general Municipal Plan provisions, is 1 per 5 vehicle spaces, and there is no permitted reduction in vehicle spaces.

How many bicycle parking spaces are required for this project under the current Specific Plan?

What is the required vehicle parking without reduction for bicycle spaces?

Please revise Table V.J-7 to show the current legal requirement for bicycle parking in Westwood Village.

5. Existing Lots. The DEIR states at p. 135 that there are two surface lots on the east side, providing 500 parking spaces. Are there two lots on the east side, or only one lot providing 500 spaces?

6. Monthly Parkers. How many monthly parkers are there currently on each existing surface lot on the project site? How many of the monthly parkers on each such lot are parking there under authority of the covenanted spaces? What evidence is required by the parking lot operator to determine whether such parkers are parking under authority of the covenanted spaces?

7. On-Street Parking. In the Smedra EIR, at least 96 on-street parking spaces were being lost due to the proposed project and traffic mitigations.

How many on-street parking spaces are being lost as a result of this project, including without limitation along (a) Glendon between Kinross and Weyburn due to the proposed narrowing of Glendon; (b) along Tiverton due to the project; (c) along Glendon south of Wilshire; (d) along any and all other streets due to proposed traffic mitigations; (e) for passenger loading only zones; (f) to provide clearance for driveway and loading dock entrances/exits; and (g) for any other reason associated with this project? Please detail which streets, how many spaces, and the reason they are being lost.

8. Replaced On-Street Parking. How many of the on-street parking spaces being lost to this project are being replaced in this project?

9. Ratio of Replaced On-Street Parking. Is the city requiring that 100% of the lost on-street parking be replaced

in this project? If not, why not? If so, where is that reflected in the DEIR?

10. Rates. Will the replaced on-street parking be available to the public at the same rates as on-street parking in the Village generally?

11. Construction Workers. How many construction workers are expected to be engaged on this project? Where will these construction workers park during the construction of this project?

12. Lost During Construction. How many on-street parking spaces will be lost during the construction of this project, due to construction-related activities, including without limitation matters such as staging, access, loading, worker parking, utility work?

13. Replacement Parking. What are the details on how the amount of replacement parking in this project was arrived at in the DEIR?

The Specific Plan (§9.E) requires that 50% of spaces "which existed at the time this Ordinance became effective and which do not serve an existing building or buildings" be replaced, "in addition to the number of spaces otherwise required for the project and for any existing building or buildings on any other lot or lots" (i.e., which must be replaced 100%). Note that the Specific Plan does not require that spaces be covenanted in order to be deemed to be serving existing buildings on other lots.

The DEIR indicates that 57 covenanted spaces will be replaced 100%, and provides a conclusionary statement that 269 on-site spaces do not serve any specific existing buildings and will be replaced at 50%

Given that there are 555 spaces on the two surface lots, of which 57 are covenanted, that leaves 498 spaces. How did the DEIR arrive at the 269 number?

Since all of the remaining 498 spaces are currently available for public parking, 50% replacement would require

that at the very minimum 249 spaces be replaced, not the 135 set forth in the DEIR (a shortfall of 114 spaces).

However, since there are no buildings on the two surface lots, it is clear that all of the spaces serve other existing buildings on other lots in the Village. Thus, all 498 spaces must be replaced.

The fact is that both surface lots on the site are in constant and heavy use -- even though the retail/commercial buildings on the site have been empty for years, and Glendon Manor has been substantially empty for years and is now totally empty.

Further, the retail/commercial buildings, Glendon Manor and the theater are on different lots than the two surface parking lots. These buildings are therefore no different than any of the other surrounding buildings not owned by the applicant at this time.

As a result, it would be inappropriate to attribute any of the surface parking spaces to the retail/commercial buildings, Glendon Manor or the theater, unless there are covenants or evidence of exclusive reservation of spaces for use by these buildings.

Prior to this project being proposed, were there any lot tie agreements in place, tying either of the surface parking lots to the lots on which the retail/commercial buildings, Glendon Manor and the theater are located? If so, what are the details of such lot tie agreements, including without limitation which lots are so tied, the date of such a lot tie agreement, and the terms of such agreement.

Prior to this project being proposed, were there any recorded covenants on either of the two surface lots for the benefit of Glendon Manor, the retail/commercial buildings or the theater? Is so, how many spaces were so covenanted for each such building on each such lot?

Prior to this project being proposed, were any spaces on the two surface lots reserved exclusively for the use of Glendon Manor, the retail/commercial buildings or the theater? What evidence is there of such exclusivity?

It is our understanding that the theater's lease term has expired and the theater is currently operating on that site on a month-to-month basis. Do any covenanted spaces for the

theater survive the termination of the theater's tenancy or a change in use? For example, if a retail store moved into the theater space, would the parking covenants continue in existence?

Assume that the surface parking lots were sold to an entirely different owner than the entities which own the retail/commercial buildings, Glendon Manor and the theater. Would the owners of the retail/commercial buildings, Glendon Manor and the theater have a legal right to require 100% replacement parking in any project that the new owner wanted to build on his surface parking lots? If so, what are the details as to the nature and source of such a legal right to require 100% replacement parking in the different owner's project?

Given the fact that the buildings and surface parking lots are on different lots, that there were no continuing covenants and that these buildings have been substantially empty for years, on what basis can the DEIR attribute any of the non-covenanted spaces on the surface lots to the existing buildings and thereby reduce the number of spaces that must be replaced.?

14. Replacement During Construction. What arrangements are being made for replacement parking during the entire construction period, which is likely to be as long as 2 years or more, for both lost spaces on the surface lots and on-street parking.

15. Subterranean Lot. Will the subterranean parking extend under any portion of Weyburn, the alley to the west of the project site, and/or Tiverton? If so, please specify the details.

16. Commercial Encroachment. Will any portion of the subterranean commercial parking spaces be located in the subsurface area of any lot fronting on Tiverton? If so, what portion? How many such commercial spaces are so located? If not, how will commercial parking be prevented in that area? How will this be ensured for the future?

17. Variances. Variances to permit residential parking to be located on a lot other than where the residential unit is

located, and to permit parking in a revocable permit area, are listed among the intended uses of the EIR (p. 7).

Yet, nowhere does the DEIR address these issues. The only disclosures in the DEIR even related to these issues are that access to residential parking will be from the motor court on Tiverton, and that there will be a 25-space surface guest parking lot on Tiverton for use of guests of residents. The DEIR does not discuss where within the subterranean lot the actual parking spaces for residents will be located, e.g., is the entire top floor extending from Tiverton to the alley on the west reserved for residents?

The DEIR is therefore, once again, inadequate for this stated intended use.

What are the details of the variances being sought in regard to parking?

In what way will the residential parking be located on a lot other than where the residential unit is located? Please specify the details.

How will residents access the remote parking, e.g., will they have to run across Glendon and weave through the retail spaces with their children, pets, groceries and other packages; is there a direct path through the retail space from Glendon to the remote parking and will such a path also be available to the public; will they have to descend to the subterranean parking area and cross to the other side that way and would such a path also be available to the public; will they have to walk around the perimeter of the project to gain access to their spaces?)

What is a revocable permit? What is the source of authority for such a revocable permit? What would be the terms of such a permit for this project, e.g., how long is it good for, under what conditions would it be subject to being revoked, who is it enforceable by, what provisions are required to ensure that if it is revoked there would be adequate alternate parking available? How many residential parking spaces and how many commercial parking spaces would the revocable permit apply to in this project?

What is the revocable permit area in question in this project? What are the considerations and consequences of permitting revocable parking in this area? Will the physical conditions be such that the permit can meaningfully be revoked

Maya Zaitzevsky

Re: AIMCO/Casden Project - Palazzo Westwood, EIR No. 2000-3213

April 8, 2002

Page 41

if the terms of the permit are not followed? If so revoked, where would the parkers who have lost their spaces subsequently park, i.e., where are the alternate parking spaces being provided for in this project?

No facts are disclosed or analyzed in the DEIR which might be used in determining whether this project meets the legal requirements for a variance set forth in Municipal Code §12.27.D.

STREETS/TRAFFIC

1. Tiverton Avenue. The DEIR is wholly inadequate for the intended purpose of obtaining a General Plan Amendment from a Secondary Highway to a Collector Street.

The only discussion is at p. 159, which fails to disclose the true purpose and impacts of this requested amendment. In response to questions from community leaders at a meeting on February 20, 2002, the developer's representatives indicated that the purpose of this request is to avoid having to widen Tiverton along its project site, which is now required.

How many feet of widening is currently required? How does this affect the project site, e.g., would this reduce the length of the Tiverton-fronting lots?

Does this request result in extra buildable area for this project? If so, how much? How does this impact the FAR for this project?

Is the developer required to pay for the street widening and replacing of sidewalks and curbs? If so, how much is the developer being saved by this request?

Further, the traffic study is legally inadequate to support this request. It looks only three years into the future, to the projected completion of this project in 2005. Municipal Code §12.37.A.5 requires a finding that "additional dedications [are] not necessary to meet the mobility needs for the next twenty years." (emphasis added)

The DEIR (p. 159) makes the conclusionary (and erroneous) statement that "Future traffic volumes on Tiverton Avenue are not expected to increase." While the UCLA hospital is being moved, substantial new developments are underway for the east

Maya Zaitzevsky

Re: AIMCO/Casden Project - Palazzo Westwood, EIR No. 2000-3213

April 8, 2002

Page 42

side of campus, e.g. nanosystems building and other science research facilities, that will keep Tiverton in active use as an access point for the UCLA campus.

In addition, the developer's own traffic study (Appendix G, p.35) assumes there will be at least a 1% growth per year in traffic. Finally, this project alone will result in substantial increase in traffic on Tiverton, as all projected 672 residents will have to access and exit the project on Tiverton (and with no bicycle parking being provided for them, they are forced to use their cars all the time).

The DEIR is inconsistent on the current number of cars currently being carried by Tiverton (p. 159 "approximately 3,500", p. 210 "approximately 3,600"). Please correct p. 159 so that it will at least accurately reflect the results of the traffic study (p. 11, Appendix G).

The DEIR (p. 159) makes a cryptic reference to the fact that Tiverton is currently 70 feet, while a Collector Street is required to be only 60 feet. What is the meaning of this? Is the developer seeking to vacate the public easement on Tiverton for the other ten feet?

Nearby property owners have expressed interest in having Tiverton be converted to a two-way street.

2. Glendon Avenue Narrowing.

a. Dimensions. The DEIR is seriously inconsistent on the dimension of the proposed narrowing of Glendon Avenue. In all but one place the DEIR understates the true reduction in street capacity by 40%. The proposed reduction is actually 10 feet, not 6 feet as the DEIR would have one believe.

In most references to the street narrowing, e.g., p. 3, p. 43 and as shown on Figure III-3, the current street width is represented as being 42 feet.

In only one place (p. 64) does the DEIR use the correct current dimensions. We have verified that the current width of the street is actually 46 feet, with two 12-foot sidewalks, which accounts for the entire 70 foot public right of way. So the proposed reduction is really from 46 feet to 36 feet, or a reduction of 10 feet, nearly 25% of the street's current capacity.

Further, the numbers faintly visible in the street on Figure III-3 seem to indicate that the street will be narrowed considerably more than this, to 26 feet as it proceeds north. What do these numbers mean?

Please correct Figure III-3 and the DEIR text throughout to reflect the true current dimension of the street, lanes and available parking, and the final proposed dimensions of the street and the lanes therein.

b. Pedestrian Mall Law. The proposed narrowing for this project is similar to the predecessor Smedra project as revised. In his revised project, which was the version that went before the Planning Commission in April 1998, Smedra proposed to narrow Glendon to 35 feet, claimed that vehicles could still travel on it, and that it was remaining a public right-of-way rather than being vacated.

However, in order to accomplish these goals, the city was legally required to initiate the process for a Pedestrian Mall under California Streets & Highways Code §11000 et seq.

SHC §11006 defines a pedestrian mall as follows:

"'Pedestrian mall' means one or more 'city streets,' or portions thereof, on which vehicular traffic is or is to be restricted in whole or in part and which is or is to be used exclusively or primarily for pedestrian travel." (emphasis added)

The state law requires that "any person owning or having any legal or equitable interest in any real property which might suffer legal damage" is entitled to file a claim (SHC §11200). All such claims must be finally resolved and paid in full by the city before the street can be converted to pedestrian use (SHC §§11310, 11401). For claims that are not otherwise resolved, the city must commence eminent domain proceedings (SHC §11400).

Will the city initiate Pedestrian Mall proceedings in order to narrow Glendon Avenue?

Authorized claimants include not only property owners, but tenants, mortgagees, and others with "any legal or equitable interest." When this issue arose in the Smedra project, approximately 1,600 potential claimants were identified.

What is the city's potential liability in connection with narrowing Glendon Avenue? How will it fund payment of any claims?

Has notice of the proposed narrowing been given to all potential claimants?

c. Functional Privatization/De Facto Street Vacation. The DEIR (p. 64, 74) discloses that the developer's intent in narrowing Glendon is to functionally privatize the street. It "would be used extensively as an internal pedestrian-oriented street within the completed Project" (p. 64) and "would in effect resemble an internal Project street" (p. 74).

The DEIR fails to adequately analyze the impacts of so reducing Glendon Avenue capacity and effectively turning it over to the developer. What are such impacts? Does this constitute a de facto street vacation?

d. Current Traffic & Construction Impacts. The DEIR is internally inconsistent on the actual traffic being currently carried by this street. At p. 210 and in the traffic study (Appendix G, p.11), the DEIR states that this one block of Glendon Avenue north of Kinross currently carries more than 7,200 cars a day.

Yet at p. 238, apparently in an attempt to downplay the impact of "temporary" closure (nowhere does the DEIR disclose how long a time period this will actually be) during construction, the DEIR claims that this street currently carries "less than 3,000 vehicles per day." This is blatantly false. Therefore, in addition to creating confusion internally, because it is relying on a number that is so deficient the DEIR has not adequately assessed the full impacts of closure during construction. (See Construction-Disruption, below.) What are all those impacts?

Further, the 7,200 number is also questionable, because it is the same number that was used in the Smedra project, whose traffic study was conducted in 1995-96, nearly seven years ago at a time when the Monty's building was half empty and Macy's was in decline. At that time, it was found that the majority of this 7,200 cars a day was "through" traffic, and not merely accessing the land uses adjacent to the street (Smedra DEIR p.IV-N-33).

Indeed, according to a DOT memo in January 1997, the traffic count on this block of Glendon was actually 8,600 cars

a day during weekdays -- and that was five years ago! See attached memo from Allyn Rifkin dated 1/10/97, p. 5.

Since that time, the Monty's building has been extensively renovated, and several large new tenants have opened in the Macy's building. UCLA has added considerable new development on campus. All of these changes suggest that the traffic counts should be higher.

On what days were the traffic counts on Glendon north of Kinross taken for this project? Was EXPO Design Center in the Macy's building open at that time? Has DOT undertaken its own traffic counts since January 1997, and if so, what are the results?

d. Third Most Heavily Traveled. According to the traffic study contained in the DEIR (Appendix G), this one block of Glendon Avenue north of Kinross is in fact the third most heavily traveled street within the entire Village, after only Westwood and Gayley.

This one block currently carries more cars per day than Lindbrook, Kinross, Tiverton, LeConte or Weyburn. See attached summary of information from DEIR traffic study.

e. Failed Experiment. The DEIR (p. 64) claims to be patterning its narrowing of Glendon on Broxton Avenue. However, in actual fact the Broxton Avenue improvements are a failed experiment. According to retailers, the widened sidewalks mean that pedestrians walk too far away out of optimal sight range from the retail shop windows, and the loss of street parking has actually resulted in declining customers. In addition, of course, the construction was so disruptive that many businesses did not recover. How many of the retailers that were on Broxton before the street improvements are still there? What has the total business turnover been on that street since the streetscape began?

3. Subterranean Vacation of Glendon Avenue. The impacts of this issue are nowhere addressed in the DEIR, despite having been raised as a serious issue in the public's NOP comment and having been a big area of controversy in the preceding Smedra project. It has also been raised in several comment letters filed with the city in response to the Notice of Proposed. Copies of some of those letters of which we are aware at this time are attached hereto.

The DEIR glosses over the whole issue, merely stating that Glendon will be temporarily closed during construction, which is necessary for construction of the underground parking structure. The DEIR is therefore fatally defective.

What are all the facts, impacts, and areas of controversy surrounding the subterranean vacation of Glendon Avenue? Please respond to all of the questions and issues raised in all of the attached comment letters, and any others which may have been received on this issue, all of which are incorporated herein by reference as if fully set forth, including without limitation the following:

a. under state law, all owners in a subdivision have private easement rights in all streets shown on the subdivision map. While the city can vacate the public easement, the private easements remain, and the city may be liable. What is the city's potential liability in connection with the proposed vacation? How many owners are there in the Westwood Village subdivisions?

b. how will the project be impacted if notices of non-extinguishment are recorded within the state-mandated 2-year period following vacation of the public easement? Will the city permit construction to begin before this 2-year period has expired? What are the impacts on the Village if the city permits excavation to begin before the 2-year period has expired, but challenges are filed that prevent continuation of construction? Will we be left with a giant hole in the ground where Glendon Avenue used to be?

c. how large in square feet is the surface area of Glendon Avenue under which subsurface vacation is being sought? Is any portion of this area being included as part of the project's buildable area for FAR purposes?

d. what is the fair market value of a piece of land of this size in Westwood Village? Is the developer going to compensate the city for the fair market value of this land, or a portion thereof, and if so, how much is it paying?

e. how many parking spaces will be located in the vacated area? At an average rule of thumb of 350 sf per space, we've estimated approximately 287 spaces. Is this correct, and if not, what is the correct number?

f. evaluate the alternative of requiring the developer to build parking on his own land like every other property

owner. How much deeper would the developer have to excavate, e.g., four levels instead of three? We understand that excavation is more expensive as it goes deeper. What is the economic savings to the developer of being given the Glendon right-of-way so he does not have to excavate an extra level or more? Is the city receiving any compensation for granting this benefit to the developer?

g. how will the existence of a subsurface garage impact the ability of emergency vehicles, trucks and other traffic to travel along the narrowed Glendon Avenue? Will the street be restored to its current weight-bearing ability? If not, will the city bear any potential liability in connection therewith, and if so, what is that liability?

4. Revocable Subsurface Encroachment Permit. The DEIR (p. 7) indicates that a revocable subsurface encroachment permit is one of the intended uses for the DEIR, but entirely fails to address this issue. The DEIR is therefore, once again, woefully inadequate.

What is a revocable subsurface encroachment permit? Why is it being requested for this project, specifying all the details? What subsurface areas are involved?

What are the impacts of this request? If the permit is revocable, but it pertains to subsurface rights in some way, how would any revocation be enforced?

5. Inadequate Traffic Study. The traffic study is inadequate for use in the analysis of this project and the intended approval requests, including without limitation for the following reasons:

a. not all relevant streets and intersections were evaluated, e.g., the north-south residential streets of Malcolm and Selby which experience heavy cut-through use. What are the impacts on all relevant streets and intersections?

b. the study looks only three years into the future, merely to the projected completion of this project in 2005. In order to amend a specific plan, a longer term future traffic analysis is required, at least 10 years or more. In order to redesignate Tiverton in the General Plan, a 20-year

study is required (see above, Tiverton Avenue). What would the results be using the longer required future horizon?

c. the combined use of pass-by discounts and internal overlap discounts resulting in total discounts of up to 60% are excessive. Indeed, since Glendon Avenue is being narrowed supposedly to encourage pedestrian rather than vehicle use, the pass-by discounts should be minimal if any. The Smedra mixed-use project EIR included an alternate traffic analysis using the following combined discounts: retail - 35% (was not "specialty retail"); supermarket - 30%; restaurant - 10%. (Addendum to Smedra EIR, Linscott Law & Greenspan Report, Table 4) What would be the overall trip generation of this project using these discounts?

d. the reduction for existing retail and apartment use is totally baseless, as the retail has been totally empty for years, and the apartment building has been substantially empty for years (one of the last two tenants did not even own a car, and the other rarely drove his). What would the overall trip generation of this project be without attributing any trips to existing retail and apartment uses?

MIXED USE

1. By Right.

a. Is the project site located within an area designated on the relevant adopted community plan as a "Regional Center," "Regional Commercial" or "High Intensity Commercial"?

b. Does §12.22.A.18 of the Municipal Code (hereafter "MC") (permitting by right developments combining residential and commercial uses in certain areas and subject to certain limitations) apply to this project?

c. Is the applicant seeking to build this project under MC §12.22.A.18?

2. Conditional Use Permit - Affordable Housing.

a. Will any residential units be reserved for occupancy by lower income households, as defined by Health & Safety Code §50079.5, including elderly persons and families as defined by

Maya Zaitzevsky

Re: AIMCO/Casden Project - Palazzo Westwood, EIR No. 2000-3213

April 8, 2002

Page 49

Health & Safety Code §50067 who meet the criteria for lower income households?

b. If so, how many such units will be so reserved?

c. If so, has the developer agreed (or will the developer agree) to ensure the continued affordability of all reserved lower income units for a minimum of 30 years?

d. If it has so agreed (or will so agree), please specify precisely how such assurance has been or will be guaranteed.

e. Does MC §12.24.V.2 (conditional use permit for mixed commercial/residential use developments with a 20% affordable housing component) apply to this project?

f. Is the applicant seeking to build this project under MC §12.24.V.2?

3. Mixed Use District.

a. Does MC §13.09 (establishment of a Mixed Use District) apply to this project?

b. Is the developer seeking to establish a Mixed Use District under MC §13.09 in order to build this project?

If so, then please answer the following questions:

c. How will the establishment of such a Mixed Use District be initiated -- by application, by the City Council or by the City Planning Commission?

d. What would be the boundaries of such a Mixed Use District?

e. What are the complete terms of the ordinance which will be proposed for establishment of such a Mixed Use District? Please attach a copy of the proposed ordinance to the EIR.

f. Which, if any, of the development incentives available for Mixed Use Districts under MC §13.09.E are being offered and/or used for this project? Please specify in detail how each such incentive is being used.

g. MC §13.09.B.1 clearly and unambiguously states that (a) if any provisions of the Mixed Use District sections conflict with an adopted specific plan, the specific plan shall prevail; and (b) if any "Q" or "D" limitations have been imposed on the lot, then the most restrictive requirements shall prevail.

The city has therefore made the policy decision that specific plans and development limitations take precedence over general provisions for mixed-use developments.

In what ways does the Westwood Village Specific Plan, as currently in force, differ from the provisions for such a Mixed Use District?

h. According to the DEIR, there are existing "D" limitations on this property. What are the terms of such limitations? In what ways do these limitations as currently in force differ from the provisions for a such Mixed Use District?

i. Are any Pedestrian Amenities as defined in MC §13.09 being offered in this project? If so, please specify in detail what they are.

j. Are any Community Facilities as defined in MC §13.09 being offered in this project? If so, please specify in detail what they are.

k. Will any portion of the project be designated as "pedestrian oriented" within the meaning of MC §13.09.G?

l. Three out of the four "plaza" entrances to retail space in this project are located 7 to 8 feet below grade. Does this comply with the requirement in MC §13.09.G.4 that "each individual tenant or business space located on the Ground Floor shall have an entrance directly accessible from the street at the same grade as the sidewalk"?

m. "Ground Floor" is defined in MC §13.09 as "the lowest story within a building which is accessible from the street, the floor level of which is within three feet above or below curb level. It appears that a substantial portion of the retail space in this project is located more than three feet below curb level. How much of the retail space in this project actually qualifies as "Ground Floor" within the meaning of MC §13.09?

n. Do the proposed driveways, including those leading to loading docks, comply with the provisions of MC §13.09.G.5?

o. Does adequate infrastructure exist in Westwood (including but not limited to, schools, streets, sewers and parks) to support such a Mixed Use District?

AFFORDABLE HOUSING

1. **Projected Rentals.** What are the projected rentals for the residential units in this project? Please detail projected rents by size of unit (in square feet and how many habitable rooms), including the number of each such size unit.

2. **Affordable Housing.** Will any portion of this project qualify as "affordable housing"?

3. **Incentives.** Are any affordable housing bonuses or development incentives being taken in this project? If so, describe in detail all such bonuses and development incentives being used in this project, including without limitation what law or regulation authorizes each such bonus or incentive.

4. **Rent Control.** The 42 apartment units in Glendon Manor were under rent control before the owners evicted the tenants. What impact will the rent control laws have on this project? Please specify in detail. For example, will the project have to offer units to previously evicted tenants at reduced rates and if so, how many units, at what price, for how long, what procedure will be followed, etc.

CULTURAL RESOURCE

1. **Preferred Mitigation.** Please revise the summary (p. 11-12) to disclose that the preferred mitigation for Glendon Manor is to preserve the building. This disclosure is necessary in order for the summary to accurately reflect the conclusions of the DEIR on this issue.

2. Architect. Correct the name of the architect of Glendon Manor as it appears at p. 106 of the DEIR, in the report of McKenna et al attached under Appendix C to the DEIR ("McKenna Report"), and anywhere else throughout the DEIR where it appears. The correct spelling is Heth Wharton, not Heath Wharton.

3. Date. Correct the date of acquisition of Glendon Manor by Ira Smedra et al. as it appears in the McKenna Report. To the best of our knowledge, the correct year is 1995, not 1988.

4. Owners. Revise the list of owners in the McKenna Report to account for ownership in the period from 1988 to 1995.

5. Cultural Heritage Commission. Correct the false claim in the DEIR at p. 64, footnote 9 (and perhaps elsewhere in the DEIR that we may not have caught) that Glendon Manor was considered and rejected by the Cultural Heritage Commission of the City of Los Angeles for status as a Cultural and Historical Landmark.

In fact, as the State detailed in its formal findings and as the Cultural Heritage Commission itself confirmed to the state in writing, no determination was made on the merits by the L.A. Cultural Heritage Commission. As the State findings (included in Appendix A of the DEIR) state:

"1) The declination of the LACHC to hear the nomination was not a final determination regarding the significance of the resource, but rather a decision as to whether or not to hold a hearing. That hearing was never held, and therefore a final determination never made.

"Additionally, the Commission is aware that the LACHC is a political body that serves at the pleasure of the mayor and is overseen by a City Council committee chaired by Councilman Feuer, both of whom are in favor of the development planned to replace Glendon Manor. Finally, the transcripts of the meeting at which the LACHC declined to hear the nomination of this resource show that there was an administrative problem with notification of the property owner occurring only a few days before the meeting date and therefore a lack of due process argument may have arisen. In the case of this resource's nomination to the California Register, the property owner was given a 60-day notice of the Commission's hearing,

thus allowing for time to prepare a rebuttal to the nomination."

6. Owner's Objection. Add at p. 64 of the DEIR, and wherever else throughout the document it may arise, that the fact that Glendon Manor is not listed on the California Register is due solely to the owner's objection, that such objection may be waived at any time, and the building would then automatically be listed.

7. Current Codes. Appendix C includes analyses of the work that would need to be undertaken to bring Glendon Manor up to current code standards by Van Tilburg, Banvard & Soderbergh, Group M Engineers, Emery Pali Engineering and Consulting Electrical Engineering.

Is the "current" code referred to in these reports the current code for new buildings? Or is it the "current" code referred to the code for existing buildings? Please specify which code for each report.

8. Proper Analyses of Work. Glendon Manor has been determined eligible for listing in the California Register of Historical Resources. Only the owner's objection stands in the way of its actual listing in the California Register.

In addition, following its consideration by the State Historic Resources Commission, the State Office of Historic Preservation professional staff felt that Glendon Manor would also qualify for the National Register of Historic Places.

The DEIR is deficient because it does not analyze the preservation of Glendon Manor under the requirements applicable to historic buildings. Any such analysis should take into account, without limitation, the following:

- a. the California State Historical Building Code;
- b. federal rehabilitation tax credits of 20%;
- c. Mills Act property tax relief;
- d. the cost of demolition and removal of debris, including the asbestos and lead paint documented in the DEIR

and any other hazardous materials, if the building were to be torn down; and

e. the cost of construction of an equal number of square footage of new construction in its place.

What is the scope of restoration work that would have to be done under historic building standards?

Please include reports from architects and engineers qualified in historic restoration, which are comparable in scope and detail to the three reports provided in Appendix C.

What is the dollar amount of the economic benefits and incentives available for preserving Glendon Manor under (a) "current" code; and (b) historic building standards?

What is the cost of demolition and removal of debris that would be saved by not tearing down Glendon Manor?

9. Additional Mitigation. Analyze as a mitigation the option of selling Glendon Manor to someone who would preserve the building. We are aware of at least one such serious buyer with a track record of historic preservation who has already been introduced to the developer.

10. City's Objection. Correct the false statement in the DEIR at p. 108 that listing in the California Register of Historical Resources did not occur because of objections of the City of Los Angeles. Under state law, only the owner's objections can prevent listing. The State found Glendon Manor historic over the objections of the City of Los Angeles, but the city's objections did not prevent listing.

11. Last Tenant. When did the last tenant vacate Glendon Manor?

12. Tenancy History. In the past ten years, has Glendon Manor ever been totally vacant of tenants?

13. Habitability History. In the past ten years, has Glendon Manor ever been determined uninhabitable by a relevant governmental authority? If so, which authority? On what

dates? What were the reasons given for the uninhabitability? Were any actions taken by the owner to correct any such uninhabitability, and if so, what was done and when?

14. Family/Student. The statements at p. 106 of the DEIR that was not designed for family living is not supported by the historical documentation, which describes the layout as being designed so that adjacent bachelor apartments could be joined to one-bedroom apartments, "enabling the tenant to lease a four-room apartment with three dressing rooms and two baths if so desired." (Westwood Hills News, 8/30/29).

Similarly, even if Glendon Manor was not included on a list of approved residences, that does not establish the fact that students did not occupy the building over the years. We have heard anecdotal evidence that students did occupy the building, and provisions of the original grant deed quoted in the McKenna Report specifically anticipate that UCLA students would be among the tenants of this building.

15. Adjacent Cultural Resources. As the DEIR states at p. 110 et seq., the project is adjacent to the Moustache Café building and to several buildings along Westwood Boulevard (averaging 30 feet in height, at p. 68-69) which are identified in the Specific Plan as cultural resources.

The DEIR fails to include the Bullock's/Macy's building across Weyburn Avenue, which is also identified in the Specific Plan as a cultural resource.

Please add the Bullock's/Macy's building to the list of cultural resources to be considered by this DEIR.

Since property lines generally go to the mid-line of a street or alley, all such properties constitute adjacent cultural resources. Therefore, there is no legal difference between the alley and the street in this regard. The city acknowledges in the DEIR that properties across an alley are "adjacent" for purposes of the cultural resource provisions of the Specific Plan.

What are the consequences of this project being located adjacent to the Bullock's/Macy's building? Does the project comply with the Specific Plan requirements for being adjacent to a cultural resource?

16. Stepbacks, Etc. The Specific Plan (§8.C.2) requires that the "height of a building adjacent to one or more cultural resources shall not exceed a height that is within five feet of the average height of the adjacent cultural resources or 30 feet, whichever is greater. Above this height, the building shall be set back from the building line or lot line at a 45 degree angle." (emphasis added) The immediately preceding section of the Specific Plan regarding height stepbacks generally, indicates that building lines are used as the reference point, unless there is no building line in which case the lot line parallel to a public street is used.

The Specific Plan does not authorize using the buffer of the alley to satisfy the 45-degree stepback adjacent to cultural resources. In fact, the Specific Plan specifically states that the stepback shall be from the building line or lot line. Contrary to the characterization in the DEIR (p. 113), the Specific Plan does not limit this stepback requirement to buildings which are "directly" adjacent.

Therefore, the project, which rises straight up vertically on (a) the west frontage on the alley, (b) the west-facing frontage on the east side of Glendon (across the street from the cultural resource of the Moustache Café building), and (c) the north frontages, to more than 55 feet does not comply with the Specific Plan with respect to stepbacks adjacent to cultural resources.

Please revise the DEIR (at p. 113 and anywhere else relevant) accordingly.

See also the discussion above under Land Use, regarding Proposed Amendment (h).

17. Preservation. The DEIR concludes that the environmentally superior, and therefore the preferred mitigation, for Glendon Manor is preservation. The reason given by the developer for not adopting this measure is that it doesn't fit within its design for the project (p.115)

The DEIR does not independently assess the validity of this reason, but merely adopts the inferior mitigations that happen to be preferred by the developer.

Glendon Manor is a residential apartment building, and the majority of the uses in this project are residential

Maya Zaitzevsky

Re: AIMCO/Casden Project - Palazzo Westwood, EIR No. 2000-3213

April 8, 2002

Page 57

apartments. Further, because of its historic status, by preserving and using Glendon Manor as part of the project, the developer would be legally entitled to approximately 25 more dwelling units than it is otherwise entitled to under the Specific Plan's density requirements for residential units.

Glendon Manor is an authentic Mediterranean Revival building from the original development of Westwood Village, and would appropriately serve as the design keynote for the entire project. Could the project be designed to incorporate Glendon Manor? What are the benefits of doing so?

In evaluating the relevance of the developer's claim that major improvements would be required, please assess the true net costs of such improvements taking into account all the matters discussed in Proper Analyses of Work, above.

See attached letters as a brief sampling of community support for preservation of Glendon Manor.

18. Precautionary Measures. Glendon Manor has been shamefully neglected for years by a recent string of owners. It has now been prematurely emptied of tenants by the owners, and is boarded up.

As a vacant, boarded up, dilapidated and apparently abandoned-looking building, Glendon Manor is a blight on the surrounding neighborhood, a magnet for crime, and creates a serious health and safety nuisance for surrounding properties. Further, allowing Glendon Manor to languish in this abandoned state increases the risk that fire or vandalism will destroy the building, thus making any intent by the city to require preservation (the preferred mitigation) moot.

(a) Is the city taking any precautionary measures to ensure that historic Glendon Manor will not be a blight, attract crime, constitute a health and safety nuisance, or be at risk for arson or vandalism? If so, what measures? If not, why not?

(b) In order for the city to meaningfully exercise its authority under CEQA regarding consideration of all mitigation measures for Glendon Manor, including most importantly the preferred mitigation of preservation, the city must ensure that the building will not be prematurely destroyed.

The DEIR fails to address this very real issue as part of the discussion of mitigations.

What measures are possible to protect the full range of mitigation options under these circumstances, including without limitation the following:

i. a requirement that the owners replicate the building should it happen to be irreparably destroyed prior to a final determination regarding Glendon Manor (and if the preferred mitigation of preservation is adopted, then prior to completion of the project incorporating a restored Glendon Manor);

ii. clarifying the Specific Plan to indicate that Glendon Manor is a cultural resource. (The city has already acknowledged Glendon Manor's status as a cultural resource in connection with this CEQA process. When the Specific Plan was adopted in 1989, there was no procedure for determining statewide significance, so the definition of cultural resource refers only to local or national significance. The California Register of Historical Resources was not established until 1996. Further, as the State Historical Resources Commission found after extensive hearings, the determination as to listing in the Specific Plan was made based on whether a cultural resource was commercial or residential. As the evidence at the State hearings established, the city determined that Glendon Manor, which was the only residential building in the Specific Plan area, would better be preserved as part of a residential HPOZ with other nearby buildings outside the Specific Plan area, but that HPOZ was never actually finalized.)

iii. ensuring that Building and Safety Department has flagged this building and project site to prevent issuance of a demolition permit unless and until a final determination has been made that would permit demolition;

iv. alerting local fire and police stations to the situation, and asking for special vigilance;

v. requiring the installation of fire and burglar alarm systems which would ensure direct, immediate response by police and fire personnel;

vi. private security patrols.

Maya Zaitzevsky

Re: AIMCO/Casden Project - Palazzo Westwood, EIR No. 2000-3213

April 8, 2002

Page 59

Please assess each of such measures in the DEIR. What measures has the city adopted to protect the full range of mitigation options under the circumstances? What is the level of protection afforded by each such measure? If none have been adopted, why not?

CONSTRUCTION

1. Time. In several places, the DEIR states that demolition will take 1-1/2 months, and excavation and earth removal 7 to 8 months. However, we were not able to find any information in the DEIR as to how long the entire construction process will take.

An accurate assessment of the impacts of the construction of this project cannot be made without knowledge of one of the most fundamental facts: how long a period is involved?

Once the demolition, excavation and removal of earth and debris is completed, how long will it be before the project is finally completed? Taking into account this time period, how long will all phases of the construction of this project take?

2. Haul Route. The DEIR is vague and confusing on the haul route (e.g., pp. 4, 24, 43, 238). It states that the haul route must be approved by the Department of Building and Safety. Yet, it also states that the proposed haul route would direct trucks to travel south on Glendon to Wilshire, then turn right to the San Diego Freeway, and that no truck travel or staging is planned to occur on Weyburn or Tiverton.

Has a haul route in fact been approved by the Department of Building and Safety? If so, what is it?

If not, are any alternatives under consideration, other than the proposed route of travel south on Glendon to Wilshire and from there to the San Diego Freeway? What are all the alternatives being considered by the Department of Building and Safety? When will a final determination as to haul route be made?

An accurate assessment of all the impacts of the construction phase cannot be made without knowing what the final haul route is. If more than one alternative is being

Maya Zaitzevsky

Re: AIMCO/Casden Project - Palazzo Westwood, EIR No. 2000-3213

April 8, 2002

Page 60

considered, what are the impacts of each route under consideration?

3. Staging. The DEIR is similarly vague and confusing on the staging for this project. It states that no truck staging or travel is planned to occur on Weyburn or Tiverton. It also states (p. 43) that staging will be located on Sepulveda Blvd. Yet at p. 238, it indicates that Sepulveda Blvd. will be the staging area prior to 7:00 am, and that after 9:00 am, "the trucks will proceed directly to Glendon Avenue."

From where will the trucks proceed directly to Glendon Ave.? How and where will the trucks be staged once they are on Glendon?

What is the actual staging plan for all phases of the construction? Please specify in detail. The impacts on the properties surrounding this project site cannot be assessed without this critical information.

4. Landfill Sites. The DEIR is vague on the landfill sites to be used for this project, listing three possibilities: Lopez Canyon, Terminal Island, or Playa Vista.

Is each of these sites capable of handling the volume of earth planned to be excavated from this project? What are the considerations as to which site will be used for this project? When will a decision be made? Who will make such a decision? Are any other possible sites also under consideration, and if so, what are they?

Where will the debris from demolition of existing buildings be disposed of, especially in light of the presence of asbestos and lead-based paint? Please specify in detail.

5. Disruption. The DEIR fails to assess the level of disruption to the area surrounding this project, including traffic and businesses. For example, the disruption may be so severe, and for such an extended period of time, that existing businesses would be destroyed, thereby creating vacancies and blight.

The DEIR merely states in conclusory form (e.g., p. 4, p. 43, p.238) that "Glendon Avenue would be temporarily closed from Weyburn Avenue to the southerly Project boundary during

Maya Zaitzevsky

Re: AIMCO/Casden Project - Palazzo Westwood, EIR No. 2000-3213

April 8, 2002

Page 61

construction, and would be re-opened upon Project completion." Since none of the information critical to determining what the impacts would be is provided or assessed in the DEIR (e.g., see questions above), there is no basis for this conclusion.

How long will Glendon Avenue in fact be closed? What are the impacts of this closure of Glendon Avenue during construction? (see Streets/Traffic - Glendon Ave. Narrowing above)

What are all the impacts to the area surrounding this project site during the construction of this project?

What is the city's potential liability in connection therewith (e.g., look at the numerous lawsuits which arose out of the MTA excavations under Hollywood Blvd.)?

COMMERCIAL CORNER

The DEIR indicates (p. 7) that one of the intended uses is for a CUP to permit deviations from the commercial corner ordinance. However, nowhere does the DEIR disclose what the requested deviations are, or what their impacts would be, and once again the DEIR is therefore inadequate for the intended purposes.

This project is obviously a commercial corner development within the meaning of Municipal Code §12.03 and is subject to the restrictions set forth in §12.22.A.23. Some of those restrictions include hours of operation, no tandem parking and a maximum height of 40 feet. What deviations from the commercial corner ordinance are being requested? What are the impacts of these requests?

Under MC §12.24.W.27, the 40-foot height limit cannot be changed through a CUP for commercial corner, so presumably that is why the developer is seeking a variance. However, the DEIR provides no information or analysis as to whether this project can meet the findings required for such a variance under MC §12.27.D. What are those required findings, does this project meet them, and if so, how?

Maya Zaitzevsky

Re: AIMCO/Casden Project - Palazzo Westwood, EIR No. 2000-3213
April 8, 2002

Page 62

OTHER

1. **Inaccurate Renderings.** The DEIR does not include accurate or complete renderings of the project. The project's architect in meeting with community leaders on April 2, 2002, stated that the computer simulated photos in the DEIR do not accurately represent the project. Also, elevations for the west side of Glendon are not included in the DEIR.

2. **Alternatives.** The discussion of alternatives is inadequate. Among other things, for example, Alternative 2 (like the proposed amendments to the Specific Plan discussed above under Land Use) fixates on maximum permitted FAR with bonuses as if that were the only limitation on development in the Specific Plan area. Further, it assumes that the form of floor area averaging in the proposed amendments to the Specific Plan apply to this Alternative.

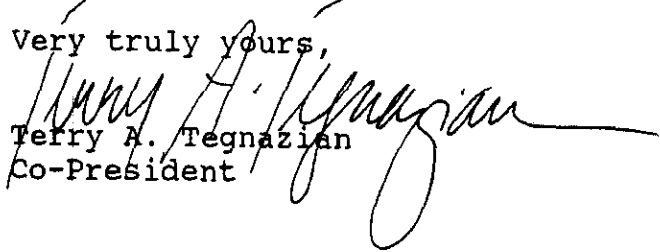
In fact, there are several limitations on development in the Specific Plan area of equal importance -- e.g., height, stepbacks, setbacks, density, bicycle parking, FAR calculations, entitlement to bonuses, etc. Are each of these limitations met before reaching the conclusions of Alternative 2 regarding and if so, please specify how?

3. **Notice.** Because the proposed street actions impact rights of all property owners and potentially others with legal or equitable interests in real estate in the subdivision, notice of the DEIR and all such actions pertaining to the street must be mailed to all in the subdivision, not just to persons within 500 feet.

Thank you for this opportunity to comment on the DEIR. As demonstrated above, the EIR for this project will have to be substantially revised and recirculated for another comment period, because of the substantial amount of new information which is required to be added.

If you have any questions, please call me at my direct telephone number 310-470-0770.

Very truly yours,


Terry A. Tegnazian
Co-President

Maya Zaitzevsky

Re: AIMCO/Casden Project - Palazzo Westwood, EIR No. 2000-3213

April 8, 2002

Page 63

ATTACHMENTS

1. Public comments to the NOP.
2. Public comments to the Notice of Proposed Street Vacation.
3. Letters requesting recirculation of the DEIR.
4. Sunken plaza information.
5. Glendon Manor - letters from organizations.
6. Comparison chart of Village street traffic.
7. Memo dated 1/10/97 from Allyn Rifkin.