

Ms. Maya Zaitzevsky
Re: ALMCO/Casden Project - Palazzo Westwood: FEASIBLE ALTERNATIVE
July 9, 2002
Page 2

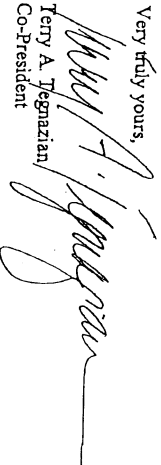
In light of Mr. Casden's sworn testimony, there is no reason why this site cannot be developed well within the existing D limitations under the Westwood Village Specific Plan as currently in force. There also appears to be no reason for the subsurface vacation and narrowing of Glendon Avenue or the demolition of historic Glendon Manor.

Even if one were only able to get half the approximately \$3.29 per square foot monthly rent that Ralphs would have paid under its original agreement for this site, it seems apparent that one could double the amount of development (to a total of 100,000 to 120,000 square feet) and still have an economically feasible project. In fact, however, we understand that retail rental rates in Westwood Village are now generally at \$3.00 or more per square foot per month, with recent deals closing at very close to or in some instances greater than the original Ralphs lease for this site.

Since Mr. Casden has testified under oath that it would be economically feasible for him to build a single-story grocery store on this site -- *indeed, this was his fall-back plan if he does not get his approvals* -- this alternative must be considered in the revised Draft EIR. Pursuant to CEQA §§21002 and 21081, projects cannot be approved as proposed if there are feasible alternatives or feasible mitigation measures, nor is a statement of overriding consideration authorized in such cases.

The Draft EIR must include a detailed analysis (traffic generation, compliance with the Specific Plan, etc.) of this feasible alternative proposed by Mr. Casden.

Very truly yours,


Terry A. Tegnazian
Co-President

enc.
cc (w/ enc.): Councilman Jack Weiss, CDS
Renee Schillaci, CDS
Councilman Ed Reyes, Chair, PLUM Committee
Councilwoman Jan Perry, Chair, Public Works Committee
Mayor James Hahn
Rocky Delgadillo, City Attorney
Con Howe, Department of City Planning
Bob Sutton, Department of City Planning
Emily Gabel-Luddy, Department of City Planning
Edmund Yew, Bureau of Engineering
Jay W. Kim, Department of Transportation
Fred Woocher, Esq.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CASDEN GLENDON LLC, a Delaware
limited liability company,
Plaintiff,
vs.
RALPHS GROCERY COMPANY, a
Delaware corporation; and DOES
1 through 100, inclusive,
Defendants.

No. BC 243872

**CERTIFIED
COPY**

DEPOSITION OF ALAN CASDEN
Santa Monica, California
Friday, January 11, 2002
Volume 1

Reported by:
MARYAM T. SALAHUD-DIN
CSR No. 9669
JOB No. 596158

EXHIBIT I
PAGE 1

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1 first terminating our letter. So that gave me a
2 significant economic advantage in their pursuing another
3 site or in my being able to obtain another -- in
4 addition to which my downside in buying the site which
5 Ralphs summarily and in breach of in the February 7th
6 letter and their lease agreement, destroyed, took away
7 economic value that I bargained for in that letter and
8 took it away and by breaching the agreement because my
9 downside is, if I never got any approvals on this site,
10 I could have built a single-story Ralphs Grocery store
11 on that parking lot and leased it to them. They would
12 have taken that immediately.

13 And under the lease I had 24 months to work out
14 arrangements with plans and things to work out that we
15 would submit plans to do that. And when they terminated
16 that letter without giving us the right to work with
17 that 24-month period, I didn't have the ability to go
18 back and say I will build you a single-story store and
19 get my money out of the property. And they took that
20 away.

21 In fact, they confirmed to me in their
22 September 13th letter that they had breached my February
23 7th lease amendment and agreement because they had
24 pursued other sites. They confirmed it in the September
25 13th letter, and they took away the economic advantage

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EXHIBIT
PAGE 20

Esquire Deposition Services
714.834.1571

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1 MR. PLATT: Just in case you want to know how
2 he got screwed completely and they stole his money.

3 THE WITNESS: Under the February 7th lease
4 amendment, that gave us a competitive advantage of the
5 lease 12 months because, for them to start -- give us
6 notice and then start negotiations usually takes them
7 between 6, 9, 10 months and the store layout and
8 whatever. So I had 12 months.

9 That means before Ralphs announced they were
10 signing another -- for another site, I could have had 12
11 months to get somebody else, or I could have changed my
12 mind and come back to them with a single-store layout
13 and got my money out of the property.

14 They economically harmed Casden Properties Inc.
15 when they summarily breached and terminated the
16 arrangement. And, also, their ability to terminate,
17 okay, based upon plans or whatever, the building, I had
18 24 months to ameliorate whatever their concerns were
19 under the lease.

20 And they didn't give me the 24 months that I
21 was entitled to under the lease because, when they
22 amended the lease, they didn't change that time period.
23 And they could terminate for any reason if they wanted
24 to pursue another site, but they had to give me notice
25 before they even commenced it.

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EXHIBIT
PAGE 22

Esquire Deposition Services
714.834.1571

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SAVE WESTWOOD VILLAGE

A Community-Business Alliance Dedicated to Quality Revitalization

March 5, 2003

Ms. Maya Zaitzevsky
Los Angeles City Planning Department
200 N. Spring Street, Room 763
Los Angeles, CA 90012

Terry A. Tegnazian
Co-President
Direct Tel: (310) 470-0770

Re: AIMCO/Casden Project - Palazzo Westwood
ENV-2000-3213-EIR

Dear Ms. Zaitzevsky:

As part of our comments on the above-referenced Draft EIR, we are enclosing a copy of a letter from the Los Angeles Cultural Heritage Commission dated February 25, 2003 confirming the historic status of Glendon Manor and recommending preservation of this building.

The enclosed was sent by the City's Cultural Heritage Commission in response to a request from the developer of the above-referenced project for comments on the Draft EIR and apparently also for a redetermination of the historic status of Glendon Manor.

As you can see from the enclosed, the City's Cultural Heritage Commission confirms that the building's historic status has been "definitively settled" by the State. Further, in this letter the City's Cultural Heritage Commission also went on the record to encourage preservation of historic Glendon Manor.

Preservation has now been recommended not only by the developer's own expert architectural historian as reported in the Draft EIR, but also by the City's Cultural Heritage Commission.

What steps could the City take to ensure preservation of Glendon Manor in connection with the above-referenced project? Which of these steps is the City taking?

Thank you.

Very truly yours,
Terry A. Tegnazian
Co-President

enc.

1093 Broxton Avenue, PMB Box 620, Los Angeles, CA 90024
Voicemail/Fax: (310) 358-7622

I, the undersigned, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the foregoing proceedings were taken before me at the time and place herein set forth; that any witnesses in the foregoing proceedings, prior to testifying, were placed under oath; that a verbatim record of the proceedings was made by me using machine shorthand which was thereafter transcribed under my direction; further, that the foregoing is an accurate transcription thereof.

I further certify that I am neither financially interested in the action nor a relative or employee of any attorney of any of the parties.

IN WITNESS WHEREOF, I have this date subscribed my name.

Dated: JAN 17 2002

Margaret Salas
MARGARET SALAS-DR
CSR No. 9669

EXHIBIT I
PAGE 25

CULTURAL AFFAIRS
COMMISSION

CITY OF LOS ANGELES
CALIFORNIA



JAMES K. HAHN
MAYOR

CULTURAL HERITAGE
COMMISSION

CHARLES M. STERN
PRESIDENT
DENNIS R. MARTINEZ
VICE PRESIDENT
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ALFRED J. LOS ANO
KIM L. HUNTER
LEE RAYNER
GAYLE GARNER ROSKI
MICHAEL A. CORNWELL
PRESIDENT
MARY KLAUS-MARTIN
VICE PRESIDENT
ALMA M. CARUSLE
JOHNNY GRANT
HOLLY A. WYMAN

February 25, 2003

Gregory S. Smith, Senior Project Manager
Casden Properties LLC
9090 Wilshire Blvd.
Beverly Hills, CA 90211

Re: Notice of Application for Demolition Permit
1070 Glendon Avenue-Glendon Manor Apartments
ENV-2000-3213-Palazzo Westwood

Dear Mr. Smith:

Thank you for the information included with your February 19 letter.

As you may know, the Cultural Heritage Ordinance process for the determination you requested in the last paragraph of your letter would follow our Commission's receipt and consideration of a new application for Historic-Cultural Monument status.

Also, as you know, the Cultural Heritage Commission previously (9/17/97) declined to consider the application for this apartment building, as outlined in the tape transcription included in the material you provided. If a new application were received, I would appoint a committee of the Commission. This committee would convene and find that either substantial new historical information has been documented and included in the new application, or determine substantial rehabilitation that meets the Secretary of the Interior's Standards has been performed. Without one or both of these findings, a new application cannot be placed on the Commission's agenda for the Board to consider the matter and make a determination.

Though your submittal also questions Glendon Manor's eligibility for the California Register of Historical Resources, the Commission would note that this issue has already been settled definitively. Glendon Manor was officially determined eligible for listing in the California Register of Historical Resources in a vote by the State Historical Resources Commission that weighed detailed information from both sides.

COMMENT LETTER No. 14
Attachment 14a

CULTURAL AFFAIRS
DEPARTMENT

433 S. SPRING ST., 10TH FLOOR
LOS ANGELES, CA 90013
(213) 473-1700
(213) 473-3552 FAX
MARGIE J. REESE
GENERAL MANAGER

As you know, this action requires that Glendon Manor be treated as a historic resource by the City of Los Angeles under the California Environmental Quality Act (CEQA). This Commission therefore encourages Casden Properties to seriously explore the preservation of Glendon Manor, before you proceed with demolition.

We appreciate your consideration of this matter, and thank you again for the information you provided the Commission.

Sincerely,
CULTURAL HERITAGE COMMISSION

Michael A. Cornwell by fax
Michael A. Cornwell
President

c: Office of the Mayor of the City of Los Angeles
Office of the Councilman for the Fifth District
Jack Brown, Esq., Deputy City Attorney
Maya Zaitzevsky, Environmental Review Section, Planning Dept.
Art Wong, Case Manager, Dept of Building & Safety
Kenneth Bernstein, Los Angeles Conservancy
✓ Terry Tegnazian, Save Westwood Village, Inc.

COMMENT LETTER No. 14
Attachment 14a

§ 11008 PEDESTRIAN MALL LAW OF 1960 Div. 13

istative body, in its resolution adopted pursuant to Section 11200, declares to be such.
(Added by Stats.1960, 1st Ex.Sess., c. 33, p. 367, § 1. Amended by Stats.1961, c. 459, p. 1532, § 1.)

Historical Note

The 1961 amendment added the second and third sentences.

Library References

Words and Phrases (Perm.Ed.)

§ 11009. Assessment roll defined

"Assessment roll" means the assessment roll or rolls used by the city for purposes of city ad valorem taxes on real property of the city.

(Added by Stats.1960, 1st Ex.Sess., c. 33, p. 367, § 1.)

Cross References

Assessment roll, see Revenue and Taxation, § 601 et seq.

Library References

Municipal Corporations § 252(2). Words and Phrases (Perm.Ed.)
C.S.S. Municipal Corporations § 252.

§ 11010. "Similar special assessment law" defined

If "the city" is a charter city, "similar special assessment law" shall include a procedural assessment ordinance of such city.

(Added by Stats.1961, c. 459, p. 1532, § 2.)

Cross References

Chartered cities, see Government Code § 21101, 24400 et seq.

Library References

Words and Phrases (Perm.Ed.)

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Pl. 1 PURPOSE AND POWERS § 11101

Chapter 2
PURPOSE AND POWERS

Sec.

- 11100. Legislative declaration.
- 11101. Powers of legislative body.
- 11101.5 Acquisition and improvement of land.
- 11102. Powers additional to other powers granted.
- 11103. Liberal construction; alternative procedure.

Chapter 2 was added by Stats.1960, 1st Ex.Sess., c. 33, p. 367, § 1.

§ 11100. Legislative declaration

The Legislature hereby finds and declares that in certain areas in cities and particularly in retail shopping areas thereof, there is need to separate pedestrian travel from vehicular travel and that such separation is necessary to protect the public safety and otherwise to serve the public interest and convenience. The Legislature further finds and declares that such objective can, in part, be accomplished by the establishment of pedestrian malls pursuant to this part.

(Added by Stats.1960, 1st Ex.Sess., c. 33, p. 367, § 1.)

Library References

Municipal Corporations § 270(1). C.S.S. Municipal Corporations § 170.

§ 11101. Powers of legislative body

The legislative body of a city shall have the power:

- (a) To establish pedestrian malls.
- (b) To prohibit, in whole or in part, vehicular traffic on a pedestrian mall.
- (c) To pay, from general funds of the city or other available moneys or from the proceeds of assessments levied on lands benefited by the establishment of a pedestrian mall, the damages, if any, allowed or awarded to any property owner by reason of the establishment of a pedestrian mall. No money available for expenditure within the city from the proceeds of any tax, license or fee imposed by any public agency upon the ownership or operation of vehicles or the fuel used therein shall be used to pay such damages, except as may be permitted by Section 11005 of the Revenue and Taxation Code.
- (d) To construct on city streets which have been or will be established as a pedestrian mall improvements of any kind or nature necessary or convenient to the operation of such city streets as a pedestrian mall, including but not limited to, paving, sidewalks, curbs, gutters, sewers, drainage works, street lighting facilities, fire protection facilities, flood protection facilities, water distribution facilities.

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COMMENT LETTER No. 14
Attachment 14b

§ 11000 PEDESTRIAN MALL LAW OF 1960 Div. 13

§ 11000. Citation of part

This part may be cited as the Pedestrian Mall Law of 1960.
(Added by Stats.1960, 1st Ex.Sess., c. 33, p. 366, § 1.)

Library References

Municipal Corporations § 703(1). C.S.S. Municipal Corporations § 170.

§ 11001. Definitions; construction of part

Unless the context otherwise requires, the definitions contained in this chapter shall govern the construction of this part.
(Added by Stats.1960, 1st Ex.Sess., c. 33, p. 366, § 1.)

Cross References

Definitions as governing construction, see § 5.

§ 11002. City defined

"City" includes every county, city, and city and county within this State. "The city" means the particular county, city, or city and county, acting pursuant to this part.

(Added by Stats.1960, 1st Ex.Sess., c. 33, p. 367, § 1.)

Library References

Municipal Corporations § 701. C.S.S. Municipal Corporations § 170.
Words and Phrases (Perm.Ed.)

§ 11003. Legislative body defined

"Legislative body" means the legislative body of "the city."
(Added by Stats.1960, 1st Ex.Sess., c. 33, p. 367, § 1.)

Library References

Municipal Corporations § 701. C.S.S. Municipal Corporations § 170.
Words and Phrases (Perm.Ed.)

§ 11004. Street defined

"Street" as used in the definitions of the terms "city streets," "mall intersection" and "intersecting streets" hereinafter defined means any public street, road, highway, alley, lane, court, way or place of any nature open to the use of the public.

(Added by Stats.1960, 1st Ex.Sess., c. 33, p. 367, § 1.)

Library References

Municipal Corporations § 701. C.S.S. Municipal Corporations § 170.
Words and Phrases (Perm.Ed.)

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Pl. 1 GENERAL PROVISIONS § 11008

§ 11005. City street defined

"City street," as used with regard to streets located within a city or city and county, means any "street" located within the city or city and county, except a "freeway," "state highway," or "county highway" as defined in Sections 23.5, 24, and 25. "City street," as used with regard to streets located within a county, means any "street" located within the county, except a "freeway" or "state highway," as defined in Sections 23.5 and 24.

(Added by Stats.1960, 1st Ex.Sess., c. 33, p. 367, § 1.)

Library References

Words and Phrases (Perm.Ed.)

§ 11006. Pedestrian mall defined

"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.

(Added by Stats.1960, 1st Ex.Sess., c. 33, p. 367, § 1.)

Library References

Municipal Corporations § 703(1). Words and Phrases (Perm.Ed.)
C.S.S. Municipal Corporations § 170.

§ 11007. Mall intersection defined

"Mall intersection" means any intersection of a "city street" constituting a part of a "pedestrian mall" with any "street," which intersection is itself part of the "pedestrian mall."

(Added by Stats.1960, 1st Ex.Sess., c. 33, p. 367, § 1.)

Library References

Words and Phrases (Perm.Ed.)

§ 11008. Intersecting street defined

"Intersecting street" means any "street" which meets or crosses a "pedestrian mall" at a "mall intersection" but includes only those portions thereof on either side of a "mall intersection" which lie between the "mall intersection" and the first intersection of the "intersecting street" with a public street or highway open to vehicular traffic. If any portion of a "pedestrian mall" terminates on a "street" at a place other than a place of intersection with a public street or highway open to vehicular traffic, "intersecting street" also includes that portion of any "street" which lies between such place of termination and the first intersection of such "street" with a public street or highway open to vehicular traffic. "Intersecting street" shall also include any other "street" or portion thereof which the leg-

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COMMENT LETTER No. 14
Attachment 14b

UNIVERSAL
COMMENT LETTER No. 14
Attachment 14c

FILED
LOS ANGELES SUPERIOR COURT
MAY 29 2002
JOHN A. CLARKE, CLERK
BY M. GUEZMAN, DEPUTY

MANATT, PHELPS & PHILLIPS, LLP
WILLIAM S. BRUNSTEN (Bar No. CA 060694)
ROBERT H. PLATT (Bar No. CA 108533)
JOANNA S. MCCALLUM (Bar No. CA 187093)
BRANDON J. WITKOW (Bar No. CA 210443)
11355 West Olympic Boulevard
Los Angeles, CA 90064-1614
Telephone: (310) 312-4000
Facsimile: (310) 312-4224
Attorneys for Plaintiff
CASDEN GLENDON LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CASDEN GLENDON LLC, a Delaware
limited liability company,
Plaintiff,
vs.
RALPHS GROCERY COMPANY, IRA
SMEDRA JACOB WINTNER, VILLAGE
CENTER WESTWOOD, LP, S&W
ASSOCIATES, LLC, THE ARBA GROUP,
10861 WEYBURN, LLC, MADISON
MARQUETTE REALTY SERVICES
LIMITED PARTNERSHIP, MADISON
MARQUETTE REALTY SERVICES, INC.
and DOES 1 through 600, inclusive,
Defendants.

Case No. BC 243872
Hon. Mary Ann Murphy
PLAINTIFF CASDEN GLENDON LLC'S
TRIAL BRIEF
Final Status Conf. May 31, 2002
Trial Date: June 5, 2002
Complaint Filed: 1/24/01

40003280.1

PLAINTIFF'S TRIAL BRIEF

COMMENT LETTER No. 14
Attachment 14c

The above facts will plainly establish that Ralphs committed fraud when it entered into the Letter Agreement, it breached the Letter Agreement when it failed to terminate promptly, it breached the Ralphs Lease by failing to observe the notice-and-cure provisions, it breached its obligation to negotiate and it completely failed to act in good faith in any aspect of its dealings with Casden.

Ralphs' case is based entirely on the fact that the Letter Agreement provided – when taken out of context – that Ralphs could terminate its agreement with Casden "for any reason" and that therefore Ralphs' actions must supposedly be immune from any liability. Casden believes that the Letter Agreement, together with Ralphs' original lease with VCW assigned to Casden in the purchase, limits Ralphs' termination rights. Nonetheless, even under Ralphs' cramped interpretation, Ralphs plainly acted fraudulently in entering into the Letter Agreement and plainly breached the critical "promptness" provision, the notice-and-cure provision and the obligation to negotiate the plan revisions.

Madison merely relies on Ralphs' arguments about the absence of a breach and also contends that the competition privilege protects Madison's conduct. Since Ralphs' termination, Casden has struggled to mitigate its damages by attempting to lease the space designated for Ralphs, but has confronted a multitude of problems, including the difficulties of reconfiguring the space for smaller tenants, finding another anchor tenant willing to lease 58,000 square feet, finding retail tenants willing to commit to a project without an anchor tenant and, in particular, interesting a supermarket in opening a store across the street from competitor Ralphs. Casden's damages include the amount of the Ralphs loan as well the millions of dollars by which the value of the project has been diminished without a high-draw anchor tenant paying \$39.50 per square foot.

II.

STATEMENT OF FACTS

A. The Original Project.

In 1995, Ralphs entered into the comprehensive Ralphs Lease with VCW, the then-owner of the Glendon Property, for supermarket space in the project to be developed on the

40003280.1

PLAINTIFF'S TRIAL BRIEF

J. Mitigation.

Since that time, Casden has worked with numerous potential tenants – including supermarkets – and a retail leasing agent to try to secure another anchor tenant and lease its project, but has encountered enormous difficulties. For example, the space was designed with a 58,000 square foot supermarket in mind and it is architecturally difficult to reconfigure that space into smaller stores. Very few retailers other than supermarkets wish to lease that amount of space. Grocery stores are understandably reluctant to open a market with a Ralphs across the street. And retail tenants are reluctant to enter into leases in a retail project that lacks an anchor tenant.

Casden is still liable to Ralphs on the ever-increasing loan.

III.

ARGUMENT

A. Ralphs' Fraud in Entering Into the Letter Agreement Precludes Its Enforcement of Any Purported Rights Under That Agreement.

As a preliminary matter, before even reaching Ralphs' actual breach of the Letter Agreement, the evidence of Ralphs' fraud in inducing Casden to enter into the Letter Agreement precludes Ralphs from relying on any purported terms of the Letter Agreement. See *Filer Menu, Inc. v. C.C.L. & G., Inc.*, 79 Cal. App. 4th 852, 864 (2000) ("The victim of fraud should have the choice of whether, after having been defrauded, he or she wants to enforce the rest of the agreement. The wrongdoer is not entitled to that choice."). The evidence shows that Ralphs was aware when it entered into the Letter Agreement that it would not open a market in the Glendon Property. Ralphs is not entitled to enforce any term of the fraudulently-induced contract. The termination provisions of the original lease, including the requirement of notice and opportunity to cure, govern.

40503280.1

PLAINTIFF'S TRIAL BRIEF

From: J.GUTH
To: P.BARBER
Cc: ELOW
Sent: Monday, 21 August 2000 5:20pm PT
Subject: Ralphs No. 203/Westwood

Attention: Pat

The following are my comments relative to the plans that we reviewed at the Casden offices:

- The main supermarket elevators are currently planned to be well within the market space. These would be better placed if they were adjacent to the front wall of the store (north wall).
- The depressed plaza at our entry doors in the NW/C of our store will be a concern. Drainage will be troublesome, as well as ADA compliance.
- The DWP vault is shown under our loading dock. This seems to be problematic.
- Interior signage in the garage will be very important in as much as you enter on one side and our entry will be on the other.
- The "enclosed" area dedicated to "Guest Parking" on parking level one should be accomplished by use of a decorative iron and not structure so as not to create a "wall" as vehicles come down the ramp.
- Signage will be very important on the street level as well. Currently there are not any signs indicated on the exterior elevations. The integration of these signs and prominence of the same will be very important.
- There is not a south facing elevation in the proposed elevations.

Pat, although we can work through the issues relative to the interior layout, I feel that the "presence" of the Market has not been considered well enough in the overall design of the project. The integration of the signage and architecture of the signage will be extremely important.

Please let me know when you would like to discuss prior to forwarding our comments.

Jeff

SAVE WESTWOOD VILLAGE

A Community-Business Alliance Dedicated to Quality Revitalization

Please respond to:
Richard Tell
Treasurer
Direct Tel: (310) 826-4334
Direct Fax: (310) 826-6443

RECEIVED
CITY OF LOS ANGELES
APR 07 2003
ENVIRONMENTAL
UNIT

Ms. Maya Zaitzevsky
Los Angeles City Planning Department
200 N. Spring Street, Room 763
Los Angeles, CA 90012

Re: AIMCO/Casden Project - Palazzo Westwood
ENV-2000-3213-EIR

Dear Ms. Zaitzevsky:

As part of our comments on the above-referenced Draft EIR, we hereby incorporate by this reference as if set forth in full the following letters (copies enclosed) regarding the demolition of existing buildings on the project site which was illegally permitted by the City in July 2002, and our request for an immediate stop work order which was ignored by the City:

- July 22, 2002 sent on behalf of several organizations including Save Westwood Village (2 pages, addressed to Andrew Edelman of the Dept. of Building and Safety);
- July 25, 2002 (2 pages plus enclosures, addressed to Andrew Edelman of the Dept. of Building and Safety); and
- July 26, 2002 (3 pages, addressed to Steve MacDonald of the Dept. of Building and Safety).

The Department of Building and Safety deferred to the City Attorney, who never responded to these letters.

- Please answer each and every question contained in the enclosed letters as if set forth in full herein.

1093 Broxton Avenue, PMB Box 620, Los Angeles, CA 90024
Voicemail/Fax: (310) 358-7622

Westwood Bullocks Site Going on the Market

By DANNY KING
Staff Reporter

Madison Marquette, Westwood Village's largest retail landlord, is selling its Bullocks/Macy's redevelopment on Weyburn Avenue and may be shopping the remainder of its Westwood portfolio, according to real estate sources. The Clackamas-based company has enlisted Rapid Realty to sell its interest in the 30-year lease and is option to buy the 212,000-square-foot project from landlord Federated Department Stores Inc. They have long-term leases and the rate of appreciation is fixed," said Larry Taylor, president of Madison-based Christian Development Corp. and a majority partner in the Westwood portfolio partially owned and managed by Madison.

Madison Marquette's money partner, Credit Suisse First Boston, prefers short-term investments, which could be one reason for the listing sale, according to one source. Credit Suisse officials did not return calls seeking comment, and Basiloff's Chris Hoffman, who has the listing, would not comment on the process or the leasehold valuation. While the property at 10861 Weyburn Avenue could be worth between \$65 million and \$70 million, sources say, little is known of the terms of the ground lease with Federated.

Madison Marquette acquired the ground lease in 1999 and invested \$32 million renovating and dividing the site, signing Ralphs Fresh Fare, Best Buy and Longs Drugs and Home Depot's EXPO Design Center. EXPO and Ralphs, with 94,000 square feet and 51,000 square feet respectively, opened last fall, while Madison Marquette purchased the portfolio for about \$35 million in 1997 and it could be worth as much as \$50 million today.

Madison Marquette purchased the portfolio in 1997 and it could be worth as much as \$50 million today. Madison Marquette purchased the portfolio in 1997 and it could be worth as much as \$50 million today.

GOP Groups Set To End Silence on Issue of Secession

Shawn Steel, head of the California Republican Party, said last week he expects most of the Republican organizations to announce their support for secession some time later this summer. "I would expect the Lincoln club and the Republican Party of Los Angeles County will support secession," Steel said. "If the right is with one of the core principles of the party, decentralization of government power. Conservative Republican homesteaders in the northwest San Fernando Valley have formed the core of the Valley secession movement for decades, so official Republican support should come as little surprise. And while there aren't many Republicans within the boundaries of the proposed Hollywood city, party organizations are likely to endorse that split as well.

Meanwhile, Steel himself is in hot water after his run-ins with political operatives from the Bush Administration. Early this month, the staunch conservative launched a conservative Republican's National Committee's "FINE HOWARD" campaign.



Politics

Trouble for Steel

COMMENT LETTER No. 15

Ms. Maya Zaitzevsky
Los Angeles City Planning Department
4/4/03
Page 2

2A. Did the City rely upon any laws, rules or regulations in permitting the premature demolition of these buildings?

2B. If so, identify with specificity each such law, rule and regulation.

3A. Did the City rely upon an opinion from the City Attorney in permitting the premature demolition of these buildings?

3B. If so, please include a complete copy of such opinion as part of the final EIR.

4A. Did the City rely upon any other advice or duly adopted policies, from the City Attorney, another City department or any other source, in permitting the premature demolition of these buildings?

4B. If so, and if such advice or policies are in writing, please include a complete copy of such advice or policies as part of the final EIR. If not in writing, please set forth such advice or policies in full and complete detail, identifying the source thereof.

Thank you.

Very truly yours,



Richard Teil
Treasurer

Enclosure
Via Certified Mail No. 7002 3150 0003 6215 0711
Return Receipt Requested

1093 Broxton Avenue, PMB Box 620, Los Angeles, CA 90024
Voice Mail/Phone: 710.750.7777

FRIENDS OF WESTWOOD
HOLMBY-WESTWOOD PROPERTY OWNERS ASSOCIATION
SAVE WESTWOOD VILLAGE

COMMENT LETTER No. 15
Attachment 15a

URGENT

Via Fax (213) 977-5950

July 22, 2002

Andrew Edelman, General Manager
Department of Building and Safety
City of Los Angeles
201 North Figueroa, Suite 1000
Los Angeles, CA 90012

Re: Request Stop Work Order (Demolition of Buildings)
AINICO/Casden project - Palazzo Westwood
EIR No. 2000-3213
1001-1029 Tiverton Ave. 1020-1070 Glendon Ave., 1015-1065 Glendon Ave.
Los Angeles, CA 90024

Dear Mr. Edelman:

The above named associations would like to inform you of the demolition in progress at the Palazzo Westwood site on Glendon Ave. We believe it is unlawful for the City of Los Angeles to issue Palazzo Westwood a demolition permit prior to the completion and certification of an EIR for the entire proposed project.

The Draft EIR, released on February 21, 2002, was found to be inadequate by the City of Los Angeles. The City has recently determined that new information must be disclosed and must be included in a new DEIR that has yet to be circulated.

California law requires that the EIR be completed and certified prior to the issuance of a demolition permit for a project that encompasses one fourth of Westwood Village. This demolition is the first phase of the overall Project and is subject to the same CEQA review as the rest of the project. The demolition permit cannot be issued until the entire CEQA process is completed and the overall project approved.

We hereby request that a "Stop Work Order" be issued on this project, that the demolition in progress be halted until all parts of the project are approved, and that such piecemeal future approvals be denied.

Continued, page 2 Palazzo Westwood / Stop Work Order

We await an immediate response.

Sincerely,

Laura Lake, Ph.D., Pres., Friends of Westwood
Terry Tegazian, Pres., Save Westwood Village
Sandy Brown, Pres., Holmby-Westwood Property Owners Association

Cc: Renee Schiliaci, Planning Deputy, Councilman Jack Weiss
Carole Magnuson, Pres., Westwood Hills Homeowners Association

Via Fax 213-977-5950

URGENT

July 25, 2002

Andrew Edelman, General Manager
Department of Building and Safety
City of Los Angeles
201 North Figueroa, Suite 1000
Los Angeles, CA 90012

RE: STOP WORK ORDER PALAZZO WESTWOOD

Dear Mr. Edelman:

We have not received any response from your department regarding our request, dated July 22, 2002 for a stop work order for the above project. We have learned that the address for the demolition permit issued by your department was 10870 Weyburn Avenue. We did not include that address in our earlier letter because no Weyburn address was listed on the DEIR letter from the Planning Department. A copy of that letter is enclosed.

Also, note that the driveway for demolition work is on Glendon Avenue, not Weyburn. Finally, please note that the "Pre-Demolition Checklist" issued by the Department of Building and Safety, June 3, 2002, lists 1001-1067 Glendon Avenue as the "job address."

Property at 1019-1029 Glendon has been demolished although a demolition permit was not issued for this address. Is this legal? Please provide us with a copy of the procedures and laws followed for the issuance of demolition permits.

It is now four days since you received our request. With a lack of a stop work order, demolition will be completed shortly. Be advised, however, that this will indicate prejudice on the part of the city, and place a cloud over the entire CEQA process.

A reasonable response on the part of your department while you research the issue is to issue a temporary stop work order to maintain the status quo. Have you done this? If not, why not?

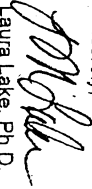
Please take note of the *Orinda* decision regarding the CEQA clearance for demolition.

Please contact me at 310-470-4522 or cell 310-497-5550 regarding this matter. Time is of the essence.

FRIENDS OF WESTWOOD

COMMENT LETTER No. 15
Attachment 15b

Sincerely,


Laura Lake, Ph.D.
President

cc: Sandy Brown, Holmby-Westwood Property Owners Association
Terry Tegnazian, Save Westwood Village
Carole Magnuson, Westwood Hills Property Owners Association
Renee Schillaci, CD5

10558 Kimbard Avenue, Los Angeles, CA 90024
Tel 310-470-4522 □ Fax 310-470-9944 □ E-mail: laura_lake@email.com

FRIENDS OF WESTWOOD

COMMENT LETTER No. 15
Attachment 15c

Tel 310-470-4522 □ Fax 310-470-9944 □ Email: laura_lake@email.com
10558 Kimbard Avenue, LA, CA 90024

July 26, 2002

URGENT

Via Fax 213-977-8428

Steve MacDonald
Los Angeles City Department of Building and Safety
201 N. Figueroa Street, 4th Floor
Los Angeles, CA 90012

RE: PALAZZO WESTWOOD — THIRD REQUEST FOR STOP WORK ORDER

Dear Mr. MacDonald:

Thank you for your letter of today, and for discussing this matter with me over the phone. I have a few questions for you:

- 1) Why was the demolition permit not signed by the inspector?
- 2) Why was the fact that the property has a ZI notice for an EIR and historic property not sufficient to seek Planning Department clearance?
- 3) Is it normal operating procedure to issue a demolition permit for only a portion of a project site? Does this constitute discretion?
- 4) What was the environmental clearance for the demolition permit?
- 5) Was there asbestos at this site, and how was its removal abated?
- 6) Was this application for demolition reviewed by the Preservation Coordinator, since it is part of a site that is "red-flagged" by the Department's preservation coordinator?
- 7) Does the inspector have the discretion to not consult with the Preservation Coordinator even though a review of the zoning map would inform him/her aware that an historic structure is part of the project?
- 8) Did the inspector seek Planning Department clearance per departmental guidelines? (See below).

Your department has a responsibility to abide by CEQA. Referring us to the Planning Department and City Attorney does not explain or legitimize the demolition permit. It is our position that B & S should have consulted those departments prior to issuance of a demolition permit for a portion of the project site.

Departmental Procedure was Violated

Indeed, according to the City of Los Angeles 1998 *Guide to Understanding CEQA in the City of Los Angeles*, the Department of Building and Safety has stated that:

FRIENDS OF WESTWOOD

"Applications for permits from Building and Safety (B & S) are received by Plan Check Engineers at the Public Counter. Projects which might be subject to CEQA are applications involving historic features, some grading activities, product approvals, and projects requiring Planning discretionary actions." (page 4, emphasis added).

This project involves Planning discretionary actions. That is why the EIR is noted on the zoning map along with the historic structure on the project site. Indeed, according to this same document, "After completing any applicable CEQA requirements, the project approval process continues" (*ibid.*)

In other words, no demolition permit may be issued until the CEQA process is completed. It has not been completed. We therefore must conclude that B & S has erred in violating state and local CEQA guidelines, as well as its own published policy regarding CEQA.

B & S has erred by issuing the demolition permit prior to CEQA completion, and further, by refusing to issue a stop work order after it was requested on July 22, 2002 and July 25, 2002.

Issuance of a demolition permit in violation of departmental CEQA procedure indicates prejudice on the part of the City. B & S is acting in a prejudicial, arbitrary and capricious manner. We therefore repeat our request for an immediate stop work order.

This Plea to Approval Violates CEQA

I understand from our conversation today that your department assumes that because a demolition permit is often ministerial, that it can jump-the-gun for CEQA and issue approval. But this position violates City CEQA Guideline Article II, 30.b "Project".

- "a. A project is the whole of an action, which has a potential for resulting in a physical change in the environment, directly or ultimately, that is any of the following:
- (3) An activity involving the issuance to a person of a lease, permit, license, certificate or other entitlement for use by one or more public agencies.
- (4) The enactment and amendment of local zoning ordinances and local general plans or elements thereof. [Palazzo Westwood involves nine (9) specific plan amendments and one general plan amendment.]
- b. The term 'project' refers to the activity which is being approved and which may be subject to several discretionary approvals by governmental agencies. The term 'project' does not mean each separate governmental approval" [emphasis added].

The same language is found in State CEQA Guideline Section 15378.

The Department of Building and Safety erred in treating the demolition permit as a project, rather than as a ministerial approval involved with a discretionary project. The project is not the demolition of existing structures, but the construction of a \$100,000,000 mixed-use development for which an EIR is being revised and recirculated, and for which demolition impacts are being analyzed.

Also, as State CEQA Guideline Section 15369 "Ministerial" makes clear, under the present circumstances, with a large project such as Palazzo Westwood, the demolition permit would not be treated as ministerial:

"As carefully pointed out in *Friends of Westwood, Inc. v. Los Angeles* (1987) 191 Cal. App. 3d 256, usually building permits are ministerial but the approval process for a project unusual in size, dimension and location involve discretionary aspects which are subject to CEQA. It is enough [the agency] possesses discretion to require changes which would

mitigate in whole or in part one or more the [significant] environmental consequences an EIR might conceivably uncover. See also discussion for Section 15268."

FRIENDS OF WESTWOOD

Conclusion

B & S has violated local and state law as well as its own administrative policy, and acted in an arbitrary and capricious manner. By issuing a demolition permit prior to completion of the certification of the EIR for this project, the city has made a mockery of the environmental review process. Even when challenged, it has blithely continued to permit violation of the law.

Sincerely,


Laura Lake, Ph.D.
President
FRIENDS OF WESTWOOD

cc:

Renee Schliack (CD 5)
Con Howe, Director of Planning
Rockard Delgadillo, City Attorney
Sandy Brown, Holmby Westwood Property Owners
Terry Tegnazian, Save Westwood Village
Carole Magnuson, Westwood Hills Property Owners Association
Mayor James Hahn
Peter Hong, Los Angeles Times
Brian Lewis, The Westsider
Howard Fine, LA Business Journal

SAVE WESTWOOD VILLAGE*A Community-Business Alliance Dedicated to Quality Revitalization**Please respond to:*Richard Tell
Treasurer
Direct Tel: (310) 826-4334
Direct Fax: (310) 826-6443

April 4, 2003

Ms. Maya Zaitzevsky
Los Angeles City Planning Department
200 N. Spring Street, Room 763
Los Angeles, CA 90012**RECEIVED**
CITY OF LOS ANGELES
APR 07 2003
ENVIRONMENTAL
UNITRe: AIMCO/Casden Project - Palazzo Westwood
ENV-2000-3213-EIR

Dear Ms. Zaitzevsky:

As part of our comments on the above-referenced Draft EIR issued February 6, 2003, we hereby incorporate by this reference as if set forth in full all of the comments, questions, discussion and enclosures concerning the above-referenced project provided to the City by any and all members of the public (including entities as well as individuals), in response to the Notice of Preparation issued October 27, 2000 and November 2, 2000, the Notice of Street Vacation issued April 18, 2001, the previous Draft EIR issued February 21, 2002, and any other notices or actions concerning this project.

In particular, but without in any way limiting the foregoing, we hereby incorporate by this reference as if set forth in full all of the comments, questions, discussion and enclosures concerning the above-referenced project provided to the City on behalf of Save Westwood Village by letters dated:

1. April 8, 2002 (63 pages plus enclosures, addressed to you);
2. April 11, 2002 (3 pages, addressed to you);
3. June 6, 2001 (4 pages plus enclosures, addressed to Gus Dembegiotis of the Bureau of Engineering, with a copy to Jimmy Liao of the Planning Dept. on June 7, 2001);

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

Voicemail/Fax: (310) 358-7622

Ms. Maya Zaitzevsky
Los Angeles City Planning Department
4/4/03
Page 2

4. December 4, 2000 (8 pages plus enclosures, addressed to Ed Reyes of the Planning Dept.);
5. November 30, 2000 (2 pages plus enclosures, addressed to Ed Reyes of the Planning Dept.) and
6. May 23, 2002 on behalf of several organizations including Save Westwood Village, which among other things requested a new Notice of Preparation because of the misleading and inadequate project description in the original NOP and notice defects in its issuance (7 pages plus enclosures).

To the best of our knowledge, the above-listed documents are already included in Volume I of the Appendices to the Draft EIR issued February 6, 2003. In the interests of saving paper and bulk, we are incorporating by reference rather than sending you another copy. Any other documents referred to herein would be publicly available in the City's files.

It is our understanding that CEQA Guidelines permit incorporation by reference where the incorporated document is publicly available. However, if the City takes the position that it would not be obligated to respond unless these documents are again submitted in their entirety, then please call me at once so that we may deliver another set of copies to you.

Please respond to each and all of the above in the final EIR that will be prepared by the City.

Very truly yours,

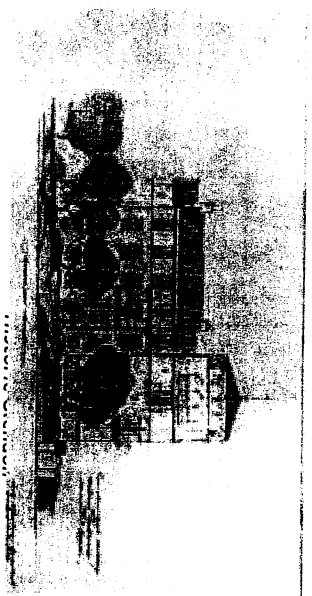

Richard Tell
Treasurer
Via Certified Mail No. 7002 3150 0003 6215 0704
Return Receipt Requested

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

Voicemail/Fax: (310) 358-7622

Glendon Manor Action Alert

Act Now to Save This Historic Building



CONTACT COUNCILMAN WEISS

Glendon Manor, built in 1929, was determined eligible for the California Register of Historical Resources in 1998 after lengthy hearings and extensive evidence. It is the last original Janss residential building in Westwood Village. But AIMCO/Casden want to demolish it for the loading dock for their massive illegal mixed-use project, "Palazzo Westwood."

Councilman Weiss has not committed to saving Glendon Manor. He needs to hear from you now. A sample letter follows. Let him know that you expect him to work to see preservation occur either by:

- # Casden as part of his project; or
- # Sale to restoration experts.

Remind Mr. Weiss that when he was interviewed by the LA Conservancy during his 2001 campaign, he stated that: "Historic preservation is a key component of Westwood's revitalization because we ought to have as our goal making Westwood Village the village it truly used to be." This is the test case. We need his leadership to save Glendon Manor.

Buyers Are Ready to Restore Glendon Manor

Award-winning historic restoration developers are ready to buy it. They claim it's in better condition than their other projects. This is not a stall tactic.

Thank you for your commitment to keeping Westwood Village a vibrant, authentic retail and cultural center serving Westwood and the city.

17.1

SAVE WESTWOOD VILLAGE
 Voicemail 310-358-7622 Fax 310-470-9944 Email: SAVEWESTWOODVILLAGE@gmail.com

You can cut-and-paste this letter into an email and send to weiss@council.lacity.org
 Or use your own letterhead and mail. Remember to cc: SaveWestwoodVillage@Hotmail.com

The Hon. Jack Weiss
 Councilmember Fifth District
 Los Angeles City Council
 200 North Spring Street
 Los Angeles, CA 90012

RE: PRESERVATION OF GLENDON MANOR

Dear Councilman Weiss:

We live in Westwood and want to see its authentic history and architecture preserved. We call upon you honor your 2001 campaign promise that historic preservation would be a key component of Westwood's revitalization. Glendon Manor is the test case. Please take the necessary steps:

1. Commit to having Casden restore and incorporate Glendon Manor as part of his project, or
2. Make sale to qualified restoration developers a condition of approval if Casden refuses to incorporate Glendon Manor into his project.

We ask that you become a champion for historic preservation and do not permit AIMCO/Casden to destroy our history.

Please respond to this letter within one week.

Sincerely,

17.1

cc:

Save Westwood Village
1093 Broxton Avenue, PMB #620, LA, CA 90024
SAVEWESTWOODVILLAGE@HOTMAIL.COM

17.1

Urban Concepts

8383 Wilshire Boulevard, Suite 300 Beverly Hills, CA 90211
323 966-2810 323 966-5801 FAX

20 West 20th Street, Suite 1101 New York, NY 10011
212 243-5504 212 256-6615 FAX

Bill Christopher
Principal

www.urban-concepts.com

April 7, 2003

Hand Delivered

Ms. Maya Zaitzevsky
Environmental Review Unit, Department of City Planning
CITY OF LOS ANGELES
200 N. Spring Street, 7th Floor
Los Angeles, CA 90012

Re: EIR #ENV-2000-3213, SCH #2000101123, Palazzo Westwood
Comments on the Revised Draft Document, Dated February 6, 2003

Dear Ms. Zaitzevsky:

On behalf of our client, Arden Realty Group, Inc., owners of the Westwood Center Building at 1100 Glendon, immediately abutting the subject property to the south, we are re-submitting the following comments, based on changes (or the lack thereof) to the draft document previously circulated:

A. Executive Summary

1. Page 11-4, 1st Paragraph, Project Access and Parking

Our prior comment "The paragraph notes "135 replacement trips", which we believe should read "135 replacement spaces", has been addressed and Table 11-2 now shows 215 "Replacement" spaces.

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2. Page 11-6, 1st Paragraph, Haul Route

The paragraph continues to identify the Lopez Canyon Landfill as a potential dump site. It is our clear understanding that the Lopez Canyon landfill is closed and not receiving any additional material.

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3. Page 11-20, 4th Paragraph, Land Use Plan Consistency

The paragraph states that "...the Project would be consistent with the

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goals, policies objectives and purposes of the Westwood Community Plan and the Specific Plan in many aspects..." in essence conceding that the project is not consistent with the plan in all respects.

As we stated in our initial commentary, the project is clearly consistent with a number of the policies outlined in both the Community Plan and the Specific Plan, the project runs directly counter to three very specific regulatory elements of the Village Specific Plan.

Again, we note that the residential density exceeds that codified in the Specific Plan by a factor of two. Second, the FAR limitations established in the Plan were intended to scale development down as it approached the Village Core from the higher densities permitted at the perimeter. By seeking to average the FAR over the two properties involved, the Project seeks to eliminate that planned reduction in scale. Lastly, the height limit at 55' and the required setback above 40' were specifically intended to avoid the construction of 5 story facades along pedestrian scaled streets, such as those proposed by the applicant. These three factors form the heart of the Specific Plan regulations that have guided the development of Westwood Village for the past decade.

As such, we believe, any approval of proposed project must include either additional mitigation in terms of the density and physical scale of the project or a statement of overriding considerations with regard to land use consistency.

4. *Page 11-21, Noise, Construction Phase Impacts*

As owners of the property immediately abutting the subject site to the south, our clients continue to be very concerned that no mention is made of the impact of construction noise on the existing tenants in Westwood Center Building directly abutting the construction activity. While the preparers obviously do not consider the abutting retail and office tenants noise sensitive uses, there is no analysis to determine if the impacts associated with the projects' construction would exceed acceptable levels at our adjoining property.

5. *Page 11-22, Noise, Operational Impacts to Off-site Uses*

Operationally, the largest of the loading facilities, serving the drug store and market, is located immediately adjacent to the retail portions of the Westwood Center building along Glendon Avenue, yet there does not

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appear to have been any analysis of the potential noise impacts on the neighboring businesses. As noted in the previous paragraph, the preparers obviously do not consider the abutting retail and office tenants noise sensitive uses, there is no analysis to determine if the impacts associated with the projects' loading dock operation would exceed acceptable levels at our adjoining property.

6. *Page 11-29, Traffic, Project Impacts, Project Construction Impacts*

The document continues to state that "No truck staging or travel would occur on Weyburn or Tiverton Avenues." This language clearly implies that truck staging will occur on Glendon. Given that fact that the sole access to the Westwood Center parking structure is located on Glendon, between Kinross and Lindbrook, our clients are very concerned about the potential to for staged trucks to interfere with or completely block that access.

This paragraph also mentions Lopez Canyon, once again, as a landfill destination. Please see our comment #2 above regarding the haul route.

7. *Page 11-29, Project Parking Impacts*

The project proposes to eliminate on-street parking along Glendon, north of Kinross, which is not mentioned in this section. This on-street parking serves the retail tenants at the ground level of the Westwood Center, as well as the retail and restaurant tenants on the west side of Glendon, south of the subject site. This loss of on-street parking is clearly significant to specific adjacent interests in the Village.

8. *Page 11-30, Mitigation Measures, Operational Phase, #3*

Adding a left turn lane from westbound Lindbrook to southbound Glendon would also result in the loss of four on-street parking spaces, which are critical to the retail tenants of the Village. Overall, the loss of on-street parking must be considered a significant impact.

9. *Page 11-31, Wastewater, Project Impact*

The document continues to state that "The Project land uses are consistent with the uses allowed on the site by the Westwood Village Specific Plan, and would therefore be within the expected development to be served." As noted above, the land uses are *not* consistent with the

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