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November 13, 2009

Planning and Land Use Management
Committee
City Council
City of Los Angeles
Los Angeles City Hall
200 N. Spring Street, Room 395
Los Angeles, California 90012

Re: Howard Hughes Center, Vesting Tentative Tract No.
70318-CN-1A; Council File No. 09-2506; Set for Hearing
on November 17, 2009

Honorable Members of the PLUM Committee:

On behalf of our client Equity Office (“Equity”), which is the successor in interest master developer under the Howard Hughes Center Development Agreement (“Development Agreement”), and the owner of the remaining four undeveloped lots at Howard Hughes Center, we are writing to respectfully request that you affirm the Advisory Agency’s and Planning Commission’s decision approving Vesting Tentative Map 70318, and deny the appeal filed by Rex Frankel.

Vesting Tentative Map 70318 implements the Howard Hughes Center’s vested rights under its Development Agreement with the City of Los Angeles (originally approved in 1986), including the residential entitlements approved by the City Council in 2005 through a second amendment to the Development Agreement.¹ The project will complete the build-out

¹ Section III.B.2 of the Development Agreement anticipated that subsequent discretionary approvals may be requested to implement the rights under the Development Agreement and expressly provides that subsequent discretionary actions implementing the Project “shall not prevent development of Howard Hughes Center for the uses and to the maximum density or intensity of development set forth in the Development Agreement.”

of Howard Hughes Center as a location where people can live as well as work, shop and entertain themselves. No new entitlements are being sought.

The history of Howard Hughes Center and the City's studies, hearings and approvals relating to it stretch back almost 30 years to the early 1980's and will not be repeated here.² This letter focuses on the substance of Mr. Frankel's contention on appeal -- that Vesting Tentative Map 70318 (and in particular the building proposed at 6055 Center Drive) creates new view obstruction impacts not considered by the City before.

As discussed in detail below, Mr. Frankel's argument has no merit. When the City Council approved the Howard Hughes Center Development Agreement in 1986 (granting vested rights to complete all of the development approved), it adopted a Statement of Overriding Considerations after preparation of a full Environmental Impact Report acknowledging that views over Howard Hughes Center from surrounding areas would be obstructed. No views across the site to the horizon from any particular vantage point were designated for "view protection." The 1986 EIR noted that space above the horizon (in other words, views of the sky) was not considered as a "view."

Having acknowledged through its Statement of Overriding Considerations that views over Howard Hughes Center would be obstructed and that no particular views would be protected, the City was not obligated by CEQA to conduct any new view studies for Equity's project. However, as part of its tiered-Mitigated Negative Declaration for Equity's project, the City prepared view studies that demonstrated that the positioning of the building proposed at 6055 Center Drive does not significantly interfere with existing view channels between existing buildings at Howard Hughes Center from the few positions where such channels exist. Moreover, because various higher buildings authorized by the City Council in 1986 were not in fact constructed as authorized, there is generally *less* visual imposition on surrounding areas than the City Council authorized in 1986.

Finally, the building Mr. Frankel focuses his complaints about (the condominium to be located at 6055 Center Drive) will actually be lower in height, smaller in square footage,

² Equity hereby incorporates by reference its previous submissions to the Advisory Agency and the Planning Commission in connection with Vesting Tentative Tract 70318, as well as its previous submissions to the Zoning Administrator in connection with Case ZA 2008-2700 (VCU). Further, because Mr. Frankel's contentions on appeal implicate the entire history of environmental review and approvals for Howard Hughes Center from its inception, all of the City's planning and litigation files in connection with the Howard Hughes Center, including without limitation, those related to the 1986 Development Agreement; Tentative Tract Map No. 35269; Variance No. ZA 85-0624(YV); Conditional Use Permit Nos. ZA 85-0625 (CUZ), CPC 85-329 (CU), and ZA 85-0623 (CUB); Final Tract 51419; the First and Second Amendments to the Development Agreement (dated September 4, 2002 and May 2, 2005, respectively); the City's annual reviews of the Development Agreement; the City Attorney's memorandum of November 1, 1990; and the Advisory Agency's letters of November 4, 1999 and December 27, 2002, are hereby incorporated by reference.

and located farther from nearby residences than was anticipated when the City Council approved Howard Hughes Center in 1986. And, despite his arguments regarding actions and decisions long-past, Mr. Frankel has submitted no substantial evidence that Equity's project will cause a significant new view obstruction impact or any other new significant impact.³

For all these reasons, Mr. Frankel's appeal should be denied.

I. Equity's Project

Equity's project proposes to complete the build-out of Howard Hughes Center pursuant to its vested rights under the Development Agreement by improving the remaining four undeveloped lots with:

- a 325 unit residential apartment building at 6040 Center Drive (with 1,500 square feet of ground-floor commercial/retail uses);
- a 225 unit residential condominium building at 6055 Center Drive;
- a 248,871 square foot office building at 5900 Center Drive; and
- a 238,222 square foot office building at 5901 Center Drive.

The proposed residential units implement the City Council's approval of 600 units of housing through an amendment to the Development Agreement that took place in 2005.⁴ The office buildings will utilize the remainder of the office development rights granted by the City to Howard Hughes Center in 1986. The two lots on which the office buildings are to be situated are not part of Vesting Tentative Tract 70318, but all four lots are part of an

³ Mr. Frankel claims he was unaware of the revisions that accompanied the realignment of Center Drive and Final Tract 51419. These claims are belied by the voluminous record of proceedings associated with Howard Hughes Center, and Mr. Frankel's participation, various appeals, and lawsuits against the City and Howard Hughes Center. For example, after losing one of those lawsuits (Coalition of Concerned Communities Inc. v. City of Los Angeles, et al., Los Angeles Superior Court Case No. YC033698), Mr. Frankel entered into a Settlement Agreement where he expressly agreed not to engage in further litigation against development at Howard Hughes Center and, in particular, development implementing Final Tract 51419. See Settlement Agreement; attached as **Exhibit A** hereto.

⁴ Equity's original application requested 275 residential units in the building at 6055 Center Drive, for a total of 600 residential units at Howard Hughes Center, as provided in the Second Amendment to the Development Agreement. The Deputy Advisory Agency subsequently directed Equity to reduce its request to 225 residential units in this building in order to comply with LAMC Section 12.22-A, 18(a). Equity's reduction was without prejudice to the right to apply for the remaining 50 units authorized by the Second Amendment to the Development Agreement.

integrated unified development project application that is traveling a separate approval route and that will not come to the City Council.⁵

All of the uses proposed by Equity are consistent with and authorized by its Development Agreement with the City, and the proposed uses, height limits, lot configurations, and other development criteria previously set and determined by the Deputy Advisory Agency, City Planning Commission and the City Council. Equity has also met extensively with community stakeholders and has revised the project to address community concerns. The project has been endorsed by the Westchester/Playa del Rey Neighborhood Council, the LAX Coastal Area Chamber of Commerce and the Westchester Streetscape Improvement Association.

Furthermore, the City Planning Commission has conducted twenty-two annual reviews documenting Howard Hughes Center's compliance with the Development Agreement. Among other things, the City's annual Development Agreement reviews confirm that:

- Although all of the development authorized for Howard Hughes Center has not been completed, all of the physical transportation improvements required to mitigate full build-out in conformance with the Development Agreement and Project Approvals have been implemented at a cost of more than \$22,400,000; and
- Howard Hughes Center has met and exceeded its TDM requirement to reduce p.m. peak hour trips by 17% from levels forecast in the original EIR, achieving a PM peak hour trip reduction as high as 44%.

II. There is No Merit to Mr. Frankel's Appeal

Mr. Frankel contends that Equity's proposed project, in particular the building to be located at 6055 Center Drive, would create significant view obstruction impacts not considered by the City before. This is not the case and there is no substantial evidence to support Mr. Frankel's contentions.

A. The City Council Acknowledged Unavoidable View Impacts in 1986 and Did Not Promise to Protect any Particular View

In connection with its original approvals for Howard Hughes Center and the Development Agreement that granted vested rights to complete its development, the City prepared and certified a Final EIR. Mitigation measures and a Statement of Overriding Considerations for environmental effects that were not reduced to less than significant levels were adopted to address the impacts of full build-out. In its Statement of Overriding Considerations, the City expressly acknowledged unavoidable view obstruction, cumulative

⁵ Case ZA 2008-2700 (VCU) was approved by the Zoning Administrator on October 15, 2009. It has been appealed to the Area Planning Commission by Mr. Frankel. It will be heard by the Area Planning Commission and is not further appealable to the City Council.

impacts on local and regional air quality, operational noise, traffic impacts, non-renewable energy resources impacts, interim sewer treatment capacity impacts, and landfill capacity impacts.

CEQA provides that having conducted this comprehensive analysis, the City was not obligated to conduct repetitive environmental review in connection with further discretionary decisions implementing the anticipated build-out. Rather, the City was allowed to limit additional review through the "tiering" process to address any new significant effects not adequately addressed in the prior EIR. CEQA Guidelines Section 15152. Moreover, because the right to develop Howard Hughes Center was vested under the Development Agreement, CEQA directs that tiered review should compare any subsequent project against the original project studied and approved in the 1986 Final EIR. *Benton v. Board of Supervisors of Napa County*, 226 Cal. App. 3d 1467, 1484 (1991) (where project vested, lead agency "properly considered only the incremental differences between the original project and the modification when evaluating whether the modifications to the original proposal would result in any significant environmental impacts.")⁶

The 1986 Final EIR studied a conceptual build-out arrangement for the development at Howard Hughes Center. The City's final approvals set height limits for each proposed lot by reference to elevation above sea level and designated potential FAR's (floor to area ratios) for each developable lot. See November 4, 1985, Deputy Advisory Agency approval of Tentative Tract 35269; attached as **Exhibit B** hereto (Condition 19 and Exhibit D) and Development Agreement (Section II.D.4 and Exhibit D) attached as **Exhibit C** hereto.

With respect to view obstruction, in the Final EIR, the City expressly acknowledged that views over the site of Howard Hughes Center would be "largely obstructed" by development there. See excerpt attached as **Exhibit D** hereto at page 166. Developable lots were identified, but specific building footprints were not. Instead, the Final EIR described buildings depicted in its illustrations only as "forms." See **Exhibit E** attached hereto at page 24. The Final EIR stated that "an estimated average of 51% of each primary development parcel would be covered by buildings with the balance retained in landscaping and open space." See excerpt attached as Exhibit E at page 27.

Based on this conceptual analysis, the Final EIR included a figure (Figure 43) depicting the blockage of views from private viewing locations surrounding the site. See excerpt attached as **Exhibit F** hereto. Figure 43 illustrated that surrounding homes were located lower than the projected heights of buildings along the southern and western boundaries of the site, and the Final EIR stated that those buildings "would combine to obstruct much of the viewshed of the site to the northeast and east." See Exhibit D at page 169. It acknowledged that viewing lanes would occur, but that they would be "limited." See

⁶ The City's CEQA review of development at Howard Hughes Center includes, without limitation, two Environmental Impact Reports, an Addendum, a Categorical Exemption, and the instant Mitigated Negative Declaration.

Exhibit D at page 169. No particular views were identified as significant or for "protection" or "mitigation."

Significantly, the Final EIR's analysis and conclusions focused on views along the horizon. Views of the sky above the horizon in this or that location were not considered significant view resources. Thus, the Final EIR found it was not necessary to reduce the height of the various tall buildings proposed to protect private views because buildings that were merely "50 feet higher in elevation than these viewing locations would have the same view obstruction impacts." See Exhibit D at page 169.

In summary, the Council's 1986 approval of Howard Hughes Center acknowledged significant unavoidable view obstruction impacts, did not promise to protect any particular view, and did not promise to protect views of the sky in this or that location.

B. The Mitigated Negative Declaration for the Project Demonstrated that View Obstruction Impacts Would Not Be Increased by the Project

By virtue of its 1986 Final EIR, findings and Statement of Overriding Considerations, as well as other environmental and planning review proceedings over the years (as noted in footnote 6, above), the City did not need to conduct redundant environmental review of Howard Hughes Center's build-out, but nonetheless prepared a Mitigated Negative Declaration based on the tiering principles set forth in CEQA Guidelines Section 15152 and the principles relating to vested development projects set forth in *Benton* to determine whether there were any environmental issues that had not been previously evaluated by the City that were unique to Equity's planned implementation of the unutilized development rights. The Mitigated Negative Declaration confirmed that with the exception of haul route impacts, all issues had been addressed by prior CEQA review.⁷

View studies of Equity's buildings were prepared from locations surrounding Howard Hughes Center where views between existing buildings are available (even though nothing in the administrative record indicates that such views were ever meant to be "protected"). The building proposed for 6040 Center Drive is the same height and in the same location approved by the City in 1986. These studies, which are attached hereto as **Exhibit G**, show that no new adverse impacts on existing viewing lanes would result from the building proposed for 6055 Center Drive. From viewing locations to the west, the building has the effect of opening up viewing lanes relative to what had been anticipated by the 1986 EIR. The 6055 Center Drive building has no effect on views to the horizon from the south because those views were already anticipated to be blocked by buildings along the southern boundary of Howard Hughes Center whose locations have never changed. See Exhibit G.

In addition, it should be noted that various higher buildings authorized by the City Council in 1986 were not in fact constructed as authorized. These include a 200' MSL

⁷ While the Mitigated Negative Declaration recommended acceptable haul route mitigation measures, Equity does not seek haul route approval at this time.

building along Howard Hughes Center Drive across from the residential neighborhood to the south (where a low-level parking garage was built instead), and a second 326' MSL tower that was authorized along Center Drive (where a lower-level office building was built instead). As a result of these and other changes, there is generally *less* visual imposition on surrounding areas than the City Council anticipated and authorized in 1986.

C. The Building Proposed for Lot 18 is Lower, Smaller, and Farther from Residences than the 326' MSL High-Rise Tower on Lots D3 - D5 Authorized by the City When It Approved Howard Hughes Center in 1986

In addition to the City's acknowledging and overriding the significant unavoidable view obstruction impacts of Howard Hughes Center's build-out in 1986, as well as the further study in the Mitigated Negative Declaration for Equity's project, it should be noted that the building that is now the focus of Mr. Frankel's appeal (6055 Center Drive) is lower, smaller, and farther from residences than contemplated by the City's 1986 Final EIR and approval actions.

Mr. Frankel's arguments focus on new alleged significant view impacts resulting from the City's relocation of a building site (then known as Lots D3 - D5) in connection with the realignment of then-proposed Center Drive through Howard Hughes Center. *See Exhibit H* attached hereto. The realignment was implemented through Final Tract 51419, which was recorded in 1994. *See Exhibit I* attached hereto. As a result of the realignment, Center Drive was curved through the center of Lots D3 - D5. Lots D3 - D5 had been designated for the development of a high rise tower. In the Tract Map approval for the project, these lots were given a maximum height limit of 326' MSL. *See Exhibit B*. The lots were also given a maximum FAR of 4.14:1, which (depending on how the lot area is calculated) authorized a building of between 328,215 and 400,000 square feet. *See Exhibit C*.

Because the shift of Center Drive broke up the Lot D3 - D5 development parcel, development rights were moved to what became designated as Lot 18 of Final Tract 51419 (6055 Center Drive), which included a large remnant of Lots D3 - D5 and other area extending towards the I-405 Freeway (and *away* from homes to the south).

On November 4, 1999, the Deputy Advisory Agency issued a Letter of Clarification reconciling the height limitations of Tentative Tract 35269 with the road realignment reflected in Final Map 51419. *See Exhibit J* attached hereto. In its letter, the Deputy Advisory Agency stated:

"The recent realignment of Center Drive, as reflected on Tract No. 51419 (a final map unit of Tract No. 35269), resulted in a reconfiguration of parcels with areas (previously street) with no height designation. That has created the need for a new height exhibit under Condition 19 that clearly shows how the height limits approved under Tract No. 35269 are intended to apply to the existing recorded parcels."

For those portions of Lots D3 - D5 that became part of Lot 18, height limits were *not* changed. For those portions of Lot 18 that had been road area (and thus had no height

designation), the Deputy Advisory Agency moved the height limitation that had been assigned to Lots D3 - D5. Therefore, as presently configured, Lot 18 of Final Map 51419 includes area that is approved for 326' MSL, area approved for 135' MSL and a small area approved for 125' MSL.

Although the City's approvals permit a building of up to 326 MSL' on Lot 18, Equity's proposed building will be limited to a uniform height of 268' MSL.⁸ See Exhibit K at page 21 attached hereto. Thus, Equity's proposed building is lower in height than the 326' MSL high-rise tower on Lots D3 - D5 authorized by the City when it approved Howard Hughes Center in 1986.

Although the City's approvals anticipated that a building of between 328,215 and 400,000 square feet would be developed on Lot D3 - D5, Equity's proposed building at Lot 18 will be only approximately 248,723 square feet. Thus, Equity's building is smaller in floor area than the 326' MSL high-rise tower on Lots D3 - D5 authorized by the City when it approved Howard Hughes Center in 1986.

Finally, as discussed earlier, the 1994 realignment of Center Drive resulted in a shift of the developable parcel approximately one hundred feet towards the I-405 (and more distant from homes to south). Thus, Equity's proposed lower and smaller building will be located farther from homes to the south than the 326' MSL high-rise tower on Lots D3 - D5 authorized by the City when it approved Howard Hughes Center in 1986.

In summary, there is no substantial evidence that Equity's proposed building at Lot 18 -- which will be lower in height, smaller in square footage, and located farther from homes to south than the 326' MSL high-rise tower on Lots D3 - D5 authorized by the City when it approved Howard Hughes Center in 1986 -- will create greater view obstruction impacts than those which were comprehensively overridden by the City Council in its Statement of Overriding Considerations in 1986.⁹

D. Mr. Frankel Has Not Submitted Substantial Evidence of a Significant New View Obstruction Impact

As discussed above, the record demonstrates that the City acknowledged the significant unavoidable view obstruction impacts of building-out Howard Hughes Center in 1986, and did not promise to protect particular views. The Mitigated Negative Declaration for Equity's project also demonstrates that the building proposed for 6055 Center Drive is

⁸ Equity reduced the proposed height of the building at the request of the Westchester-Playa del Rey Neighborhood Council, which has endorsed the project.

⁹ Mr. Frankel has submitted no evidence that the proposed building at 6055 Center Drive, which will be lower in height, smaller in square footage, and located farther from his home or neighborhood than the building anticipated by the City when it approved Howard Hughes Center in 1986, would create a greater impact on privacy (which is a social, rather than environmental condition in any case).

lower, smaller, and farther from residences than contemplated by the City's 1986 EIR, and does not significantly affect existing view channels through Howard Hughes Center to the horizon. These facts by themselves establish that Mr. Frankel's appeal has no merit. But as if they were not sufficient (which they are), it should also be noted that Mr. Frankel has not submitted any substantial evidence of a new potentially significant view obstruction impact. Without such substantial evidence, there is no basis for requiring any CEQA analysis.

As defined by CEQA Section 21080(e), "substantial evidence includes fact, a reasonable assumption predicated upon fact, or expert opinion supported by fact... Substantial evidence is not argument, speculation, unsubstantiated opinion or narrative, evidence that is clearly inaccurate or erroneous, or evidence of social or economic impacts that do not contribute to, or are not caused by, physical impacts on the environment." (emphasis added).

The only potential evidence submitted by Mr. Frankel is a photograph which purports to depict a view from his home located at 6038 75th Street, as well as a purported simulation of the impact of the building proposed for 6055 Center Drive on this purported view. See **Exhibit L** attached hereto. The photograph is not substantial evidence because it is inaccurate and misleading in the following respects:

(1) The photograph was shot from the *rooftop* of Mr. Frankel's home. This is an unnatural and non-representative viewpoint. The photographer's position on the roof is belied by the roofline which is plainly visible in the photograph *below* the photographer. From this unnatural vantage point, the photographer was able to look over the rooftops of houses located between Mr. Frankel's home and Howard Hughes Center (which is located two blocks to the north).

To assess Mr. Frankel's arguments, Christopher A. Joseph & Associates, the City's CEQA consultant for the project, visited the neighborhood and photo-documented the vicinity of Mr. Frankel's home and the actual view available from the street in front of his house. See **Exhibit M** attached hereto. These photographs establish that Mr. Frankel's neighborhood street is generally characterized by one-level single family homes (some, like Mr. Frankel's, with tuck-under garages). Exhibit M, photo 2, shows the actual view from in front of Mr. Frankel's residence, and clearly shows that horizon views towards Howard Hughes Center are effectively blocked by the residences across the street from Mr. Frankel's home.

(2) The purported view simulation in the photograph does not accurately depict the contrast between the development authorized and vested by the City's 1986 actions and the buildings proposed by Equity. It fails to include the 200' MSL building that was authorized (but not constructed) along Howard Hughes Parkway directly north of Mr. Frankel's home. It also fails to properly depict a 135' MSL (not 115' MSL) building that was authorized by the City along Howard Hughes Parkway directly north of Mr. Frankel's home and directly adjacent to the 200' MSL building. These buildings, along with others at Howard Hughes Center, were recognized in the City's

1986 action as obstructing views from homes to the south such as Mr. Frankel's home.

(3) The view simulation in the photograph inaccurately depicts the building proposed for 6055 Center Drive, and fails to show that it is *lower* (268' MSL), *smaller*, and that it will be *located farther from homes to the south* than the 326' MSL high-rise tower on Lots D3 - D5 authorized by the City when it approved Howard Hughes Center in 1986. The purported simulation inaccurately shows the buildings as the same height, size, and distance from Mr. Frankel's house.

Given these fundamental inaccuracies and misleading elements, the photograph submitted by Mr. Frankel does not constitute "substantial evidence" as defined by CEQA.¹⁰

III. Conclusion

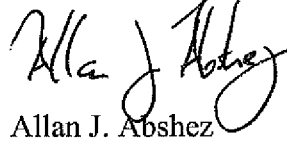
Because Equity's project is consistent with the Howard Hughes Center Development Agreement and will complete its build-out as a location where people can live as well as work and play, the City Council should uphold the decisions of the Advisory Agency and Planning Commission.

The appeal submitted by Mr. Frankel, who has been a long-time opponent of development at Howard Hughes Center, has no merit. While it is always possible for someone to claim that a shift in a building's location (here only approximately 100 feet) is less to their liking, the record demonstrates that the City previously considered and overrode the issue of view obstruction and did not promise to protect particular views. The City's Mitigated Negative Declaration demonstrates that the building proposed for 6055 Center Drive does not significantly affect existing view channels through Howard Hughes Center to the horizon. In addition, as discussed earlier, because various higher buildings authorized by the City Council in 1986 were not in fact constructed as authorized, there is generally *less* visual imposition on surrounding areas than the City Council authorized in 1986. Moreover, Equity's proposed building at 6055 Center Drive will actually be *lower in height, smaller*, and will be *located farther from homes to the south* than the 326' MSL high-rise tower on Lots D3 - D5 authorized by the City in 1986. And finally, the photograph submitted by Mr. Frankel is not substantial evidence of a potential new impact because it is fundamentally inaccurate and misleading.

¹⁰ Even if Mr. Frankel had submitted substantial evidence of changed views from his home in the direction of Howard Hughes Center, it would not support a claim of significant environmental impact because neither CEQA (nor the City of Los Angeles CEQA Thresholds) protect purely private views. See *Mira Mar Mobile Community v. City of Oceanside*, 119 Cal. App. 4th 477, 492-493 (2004) ("[u]nder CEQA, the question is whether a project will affect the environment of persons in general, not whether a project will affect particular persons").

For all of the foregoing reasons, we respectfully request that the City Council approve the Advisory Agency's and City Planning Commission's approval of Vesting Tentative Tract Map 70318, and we look forward to answering any questions you may have at the scheduled November 17, 2009 hearing.

Very truly yours,



Allan J. Abshez

cc: Mr. Frank Campbell
Mr. John Hartz
Ms. Lisa Foyston
Ms. Whitney Blumenfeld,
Council District 11
Ms. Maya Zaitzevsky
Ms. Sarah Molina
Siegmond Shyu, Esq.
Elizabeth Camacho, Esq.

REDACTED

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") is made effective as of March 2000 and is entered into by J.H. Snyder Company, LLC, a California limited liability corporation and Snyder Properties Venture, a California Limited Partnership (together, "Snyder"); Arden Realty Limited Partnership, a Maryland limited partnership ("Arden"); A Coalition of Concerned Communities ("Coalition"), and individual Coalition Representatives Rex Frankel ("Frankel"), Salvatore Grammatico ("Grammatico"), Christine Hislop ("Hislop") and Albert Jibilian ("Jibilian") (together, the Coalition, Frankel, Grammatico, Hislop and Jibilian are sometimes referred to herein as the "Coalition and its Representatives"). Together, Snyder, Arden, and the Coalition and its Representatives are the Parties to this Agreement.

I. DEFINITIONS

The following definitions govern this entire Agreement, including its recitals and section headings:

"City" means the City of Los Angeles and its governing bodies, including its Department of Planning, its Planning Commission and its City Council.

"Coalition-Entertainment Center Lawsuit" means the matter of *A Coalition of Concerned Communities, Inc. v. City of Los Angeles, J.H. Snyder Company and Arden Realty Limited Partnership*, Los Angeles County Superior Court Case No. YC033698, filed November 16, 1998, dismissed and writ denied, June 18, 1999 and notice of appeal filed, August 12, 1999.

"Litigation" means any litigation, claim, cause of action or similar proceeding challenging the Project Approvals, otherwise adverse to the Project or adverse to other new development at Howard Hughes Center that is not inconsistent with the Development Agreement; provided, however, that the following shall be deemed not to be Litigation:

- (a) litigation challenging a conditional use permit for the sale of alcoholic beverages;
- (b) litigation challenging the City Department of Transportation's Transportation Impact Assessment Fees applicable to the Project under the Coastal Transportation Corridor Specific Plan; and
- (c) litigation alleging that new development in Howard Hughes Center other than the Project would (i) exceed the floor areas permitted in the Development Agreement, (ii) require the City Council to amend the Development Agreement, or (iii) require a variance from the entitlements vested by the Development Agreement.

"Project" means the proposed Hughes Entertainment Center, also known as the Promenade at Howard Hughes Center, located in Howard Hughes Center in the City of Los Angeles, which Project is described in the Project Approvals.

"Project Approvals" means Tentative Tract No. 35269 and Los Angeles County Recorded Final Map Unit Nos. 49299 and 51419 (together, the "Tract Map"), including the Tract Map conditions as modified by the City Council on October 20, 1998 (the "Map Modification"); City of Los Angeles Environmental Impact Report No. 97-0182 and State Clearinghouse No. 97061068 for the Howard Hughes Entertainment Center (the "Project EIR"); Los Angeles Department of Building and Safety Building Permit Nos. 99010-10000-00922 and 99010-10000-02183; the Howard Hughes Center Development Agreement by and among the City and Arden (as successor to Howard Hughes Properties, Limited Partnership) recorded on or about November 3, 1986 (the "Development Agreement"); any Conditional Use Permit ("CUP") that is not inconsistent with the Project Approvals enumerated herein; any further approvals, permits or modifications the City determines not to require a subsequent or supplemental environmental impact report; and any building, grading, foundation, occupancy or similar ministerial or discretionary permit or other official action necessary or convenient to complete and operate the Project.

II. RECITALS

WHEREAS, Snyder is planning to develop the Project in a manner consistent with the Project Approvals;

WHEREAS, the Coalition and its Representatives filed the Coalition-Entertainment Center Lawsuit in the name of the Coalition against Snyder, Arden and the City, alleging that the City failed to adhere to certain legal requirements in approving the Project;

WHEREAS, the Coalition-Entertainment Center Lawsuit was dismissed and the writ of mandate sought by the Coalition was denied by the Los Angeles County Superior Court on June 18, 1999 and the Coalition and its Representatives have appealed this trial court decision to the Court of Appeal, which appeal is currently pending;

WHEREAS, the Parties desire to reach a mutually beneficial settlement of their differences, under which the Coalition and its Representatives are compensated for their costs and fees of suit and in exchange agree to dismiss the Coalition-Entertainment Center Lawsuit and not to pursue further Litigation;

III. AGREEMENT

NOW, THEREFORE, in consideration of all the terms and provisions of this Agreement, the Parties hereby agree as follows:

REDACTED

A. Undertakings by Snyder & Arden

1. Payment of Costs and Fees in Coalition-Entertainment Center Lawsuit

After the execution by the Parties of this Agreement and within 21 days after receiving a Court-conformed copy of the Coalition's dismissal with prejudice of the Coalition-Entertainment Center Lawsuit as provided in Section III.B, below. Snyder and Arden agree to pay the Coalition's attorneys fees and costs in an amount of

2. Waiver of Snyder's and Arden's costs and fees already incurred or to be incurred

Snyder and Arden hereby waive any right to recover costs and attorneys fees associated with the Coalition-Entertainment Center Lawsuit, including but not limited to the trial court costs and fees set forth in the Memorandum of Costs filed in Los Angeles County Superior Court on June 3, 1999 and any costs and fees incurred in the course of the appeal.

B. Undertakings by the Coalition & its Representatives

1. Dismissal with Prejudice

Within three (3) business days after the execution of this Agreement by all Parties, the Coalition shall file or have filed a dismissal with prejudice of all parties and claims in the Coalition-Entertainment Center Lawsuit.

2. No Further Litigation

The Coalition and its Representatives hereby covenant not to file, as named parties or otherwise, any Litigation. The Coalition and its Representatives further covenant not to support such Litigation directly or indirectly, by initiating, funding, cooperating with, assisting in funding or participating in any manner in such Litigation. The Parties acknowledge, however, that the Coalition and its Representatives may testify and otherwise make their opinions known to City decisionmaking bodies on subsequent Project Approvals.

3. Waiver of Further Costs and Fees

Other than the costs and fees to be paid by Snyder and Arden under Section III.A of this Agreement, the Coalition and its Representatives hereby waive any right they may have to recover any further fees and costs incurred in the Litigation from any person.

C. Miscellaneous

1. Construction of Agreement

This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the State of California, without regard to conflicts of laws principles. References to the masculine shall be deemed to include the feminine and neuter,

references to the neuter shall be deemed to include the masculine and feminine, and references to the feminine shall be deemed to include the masculine and neuter. References to the plural shall be deemed to include the singular and references to the singular shall be deemed to include the plural. As the Parties have been represented by counsel of their choice and have fully participated in the preparation of this Agreement, the language of this Agreement shall not be construed for or against any party. The headings used herein are for reference only and shall not affect the construction or meaning of this Agreement.

2. Sole Agreement

This Agreement represents the sole and entire agreement between the Parties and supersedes all prior agreements, negotiations, and discussions between the Parties and/or their respective counsel with respect to the subject matters in this Agreement.

3. Amendments & Waiver

Any amendments to this Agreement or waivers of its terms must be in a writing signed by the Parties, stating their intent to amend this Agreement. The failure of any Party to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or any such term, covenant or condition.

4. Enforceability

The Parties intend that this Agreement is enforceable against each and all of the Parties and that it shall not be subject to attack on the ground that any or all of the legal theories or factual assumptions used for negotiating purposes are for any reason inaccurate or inappropriate. Each of the Parties acknowledges that it has been represented by independent counsel of its choice throughout all negotiations preceding this Agreement and that it has executed this Agreement with consent and upon the advice of such counsel.

5. Waiver of Jury Trial; Venue

In the event of a dispute over the terms of, or performance under, this Agreement, including but not limited to all claims of fraud or misrepresentation, the Parties shall and hereby do waive a jury trial. Venue over any action concerning this Agreement shall be in the Superior Court of the State of California for the County of Los Angeles.

6. Release of Undertakings; Remedies

In the event of breach by Snyder and Arden of the undertakings set forth in Section III.A, above, the Coalition and its Representatives shall be released from their obligation to perform the undertakings set forth in Section III.B, above, and shall be entitled to institute legal proceedings to obtain any remedy available at law or in equity, including but not limited to damages, specific performance, temporary injunctive relief or permanent injunctive relief.

In the event of breach by the Coalition, or any of its Representatives, or the Coalition and its Representatives together, of the undertakings set forth in Section III.B, above

Snyder and Arden shall be released from their obligation to perform the undertakings set forth in Section III.A., above, and shall be entitled to institute legal proceedings to obtain any remedy available at law or in equity, including but not limited to damages, specific performance, the immediate dismissal of Litigation, temporary injunctive relief or permanent injunctive relief.

The Parties acknowledge that time is of the essence in performance of their respective undertakings set forth in Sections III.A and III.B of this Agreement. In particular, the Parties acknowledge that the failure to pay the fees set forth in Section III.A will cause a significant financial hardship to the Coalition and its Representatives, and that the institution of Litigation, as prohibited by Section III.B, will cause significant financial hardship to Snyder, or Arden, or both, through defense costs and lost commercial opportunities.

7. Counterparts

This Agreement may be executed in counterparts and, if so executed, shall be binding just as if all Parties had executed the same copy.

8. Binding Effect

Each of the undersigned represents, warrants, and certifies that he or she is fully authorized to enter into this Agreement on behalf of the Party for which he or she has signed this Agreement, and that he or she is fully authorized to execute this Agreement and legally bind the party for which he or she has signed this Agreement.

9. Adequate Consideration

The Parties agree that this Agreement furthers each of their individual interests, and was negotiated at arms length, and that their mutual undertakings and all the terms and provisions of this Agreement constitute adequate consideration for this Agreement.

10. No Admission of Liability

Neither the execution of this Agreement nor anything contained in it shall be deemed or construed as an admission by any party of any wrongdoing or liability. The Parties intend that the Agreement is a compromise and settlement of litigation under California Evidence Code Section 1152.

11. Attorneys' Fees

In the event a Party commences an action against another Party, or against any such Party's successors or assigns, to enforce this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees and costs of such action.

12. Notices

Any notices or payments to be made under this Agreement shall be directed as follows:

As to Snyder:

Michael E. Wise
J.H. Snyder Company
5757 Wilshire Boulevard
Los Angeles, California 90036
Tel. (323) 857-5546
Fax (323) 857-7042

As to Arden:

Michael P. Russell
Arden Realty Limited Partnership
6701 Center Drive West, Suite 1400
Los Angeles, California 90045
Tel. (310) 417-5330
Fax (310) 417-5329

As to the Coalition and its
Representatives

Craig A. Sherman, Esq.
Law Offices of Craig A. Sherman
1901 First Avenue, Suite 335
San Diego, California 92101
Tel. (619) 702-7892
Fax (619) 702-9291

13. Beneficiaries

This Agreement has no third party beneficiaries apart from ORIX-Snyder LA Venture, an Illinois general partnership, and ORIX LA I, Inc., who have ownership interests in the Project site and shall have the independent right to enforce any or all of this Agreement. This Agreement creates no rights in favor of any person other than the Parties, the named third party beneficiaries and those persons affiliated with them, including successors, assigns, heirs and/or personal representatives.

14. Assignment

This Agreement shall both inure to the benefit of and be binding upon, each of the Parties and their respective successors, assigns, heirs and/or personal representatives.

15. Severability

If any provision of this Agreement shall be deemed invalid, unenforceable or illegal, then notwithstanding such invalidity, unenforceability or illegality, the remainder of this Agreement shall continue in full force and effect.

16. Confidentiality

The Parties shall maintain as confidential and shall not disclose to any third person or entity the amount of the sums to be paid under this Agreement, unless ordered to do so by any tribunal with authority so to order or unless any Party alleges any breach of this Agreement and commences any action to enforce the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates below, effective as of the date first written above.

SNYDER

ARDEN

Dated: _____ Dated: _____

By: _____ By: Arden Realty, Inc.,
Michael E. Wise a Maryland Corporation
Its: Partner Its: General Partner

By: _____
Victor Coleman
Its: President and Chief
Operating Officer

**THE COALITION AND ITS REPRESENTATIVES,
INDIVIDUALLY AND ON BEHALF OF THE COALITION**

Dated: 3/9/2000 Dated: March 8, 2000

By: [Signature] By: [Signature]
Rex Frankel Salvatore Grammatico

Dated: March 9, 2000 Dated: March 8, 2000

By: [Signature] By: [Signature]
Christine Hislop Albert Jiblian

APPROVED AS TO FORM:

CRAIG A. SHERMAN, ESQ.
For the Coalition and its
Representatives

LATHAM & WATKINS
For Snyder

Dated: 3-18-00 Dated: _____

By: [Signature] By: _____
Craig A. Sherman, Esq. Christopher L. Elwell, Esq.

LOEB & LOEB
For Arden

Dated: _____

By: _____
Andrew S. Clare, Esq.

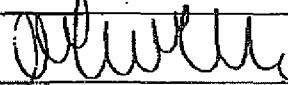
IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates below, effective as of the date first written above.

SNYDER

ARDEN

Dated: 3/10/00

Dated: _____

By: 

By: **Arden Realty, Inc.,
a Maryland Corporation**

Michael E. Wise
Its: **Partner**

Its: **General Partner**

By: _____

Victor Coleman
Its: **President and Chief
Operating Officer**

**THE COALITION AND ITS REPRESENTATIVES,
INDIVIDUALLY AND ON BEHALF OF THE COALITION**

Dated: _____ Dated: _____

By: _____ By: _____

Rex Frankel

Salvatore Grammatico

Dated: _____ Dated: _____

By: _____ By: _____

Christine Hislop

Albert Jibilian

APPROVED AS TO FORM:

CRAIG A. SHERMAN, ESQ.
For the Coalition and its
Representatives

LATHAM & WATKINS
For Snyder

Dated: _____ Dated: _____

By: _____ By: _____

Craig A. Sherman, Esq.

Christopher L. Elwell, Esq.

LOEB & LOEB
For Arden

Dated: _____

By: _____

Andrew S. Clare, Esq.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates below, effective as of the date first written above.

SNYDER

ARDEN

Dated: _____

Dated: 3/13/00

By: _____

By: Arden Realty, Inc.,
a Maryland Corporation

Michael E. Wise

General Partner

Its: Partner

Its: _____

By: 

Victor Coleman

Its: President and Chief

Operating Officer

**THE COALITION AND ITS REPRESENTATIVES,
INDIVIDUALLY AND ON BEHALF OF THE COALITION**

Dated: _____

Dated: _____

By: _____

Rex Frankel

By: _____

Salvatore Grammatico

Dated: _____

Dated: _____

By: _____

Christine Hislop

By: _____

Albert Jibilian

APPROVED AS TO FORM:

CRAIG A. SHERMAN, ESQ.

For the Coalition and its

Representatives

LATHAM & WATKINS

For Snyder

Dated: _____

Dated: _____

By: _____

Craig A. Sherman, Esq.

By: _____

Christopher L. Elwell, Esq.

LOEB & LOEB

For Arden

Dated: _____

By: _____

Andrew S. Clare, Esq.

CITY OF LOS ANGELES
CALIFORNIA



TOM BRADLEY
MAYOR

DEPARTMENT OF
CITY PLANNING
361 City Hall
LOS ANGELES, CA 90012

CALVIN S. HAMILTON
DIRECTOR

KEI UYEDA
DEPUTY DIRECTOR

CITY PLANNING
COMMISSION
DANIEL P. GARCIA
PRESIDENT
SUZETTE NEWMAN
VICE PRESIDENT
ROBERT J. ABERNETHY
SAM BOTWIN
WILLIAM G. LUDDY
RAYMOND I. NORMAN
SECRETARY

DATE: NOV 04 1985

Tooley and Company, Inc.
Attn: William McGregor
6167 Bristol Parkway, Suite 324
Culver City, CA 90230

Psomas and Associates
Attn: George Colvin
3420 Ocean Park Blvd.
Santa Monica, CA 90405

RE: TRACT NO. 35269

In accordance with provisions of Section 17.03 of the Los Angeles Municipal Code, the Advisory Agency approved Tentative Tract No. 35269, located at 6900 Sepulveda Boulevard adjacent to the San Diego Freeway (I-405), for condominium purposes and subdivision divided into 63 lots including a maximum of 2,700,000 square feet* of commercial office space (including a maximum of 100,000 square feet of retail, a maximum 100,000 square feet of health fitness center) and a 600-room hotel subject to the following conditions:

1. That additional right-of-way satisfactory to the City Engineer and the Department of Transportation varying from 19-feet to 30-feet adjoining the tract and to a maximum of 10-feet at 74th Street, be dedicated along Sepulveda Boulevard between Centinela Avenue and southerly of 74th Street to provide for the following:
 - a. Three southbound lanes and four northbound lanes with a striped median between Centinela Avenue and 74th Street.
 - b. Double southbound left-turn lanes at Centinela Avenue, at Road II, and at Road I; and a left-turn lane at 74th Street.
 - c. A right turn lane at 74th Street, at Road I, at Road II, and at Centinela Avenue. The right turn lane at 74th Street may be deleted if additional widening is provided in Road I to accommodate a free right turn movement from northbound Sepulveda Boulevard to Road I satisfactory to the City Engineer and Department of Transportation.

* For the purpose of this tract action, square footages shall be calculated in accordance with Section 12.21.1A5 and Section 12.21.1B4 of the Los Angeles Municipal Code.

- g. Demonstrate on the solar analysis both the winter solstice (9 a.m., 3 p.m.) and summer solstice (8 a.m., 4 p.m.) shading of trees being planted with reference to their type and anticipated size at maturity. The summer analysis shall only be applicable where shading affects adjacent properties and recreational areas. Indicate existing adjacent buildings and recreation facilities showing effects of proposed landscape shading. Indicate prevailing breezes when high-rise structures are involved (six stories or more).
 - h. The names, addresses, phone number of the landscape architect and applicant shall be shown on the plans. Plans shall be signed by the landscape architect with license number. The landscape architect will certify on the landscape plan that she/he has reviewed the approved "Solar Access Report" before preparing the landscape plan.
 - i. A maintenance and irrigation plan, with special consideration for the barrier wall along the southerly property line.
18. That the subdivider execute a covenant and agreement that each property owner will become a member of a property owner's association formed for the purpose of maintaining the TDM program and all landscaped areas and all other common areas particularly the open space areas as shown on Revised Tentative Tract No. 35269 stamp dated July 25, 1985. In the event that Caltrans permits construction of a water feature at the point of ingress and egress of the southbound freeway ramps, it shall be the responsibility of the association to maintain the related elements as well as other water-related elements within the project site.
19. That the heights of buildings shall not exceed those shown in the chart attached hereto as Exhibit D.
20. Prior to recordation of the first final map for the project, the subdivider shall execute and record against the property a covenant and agreement, in form and substance satisfactory to the City Attorney, pursuant to which the subdivider shall agree that the owner(s) or successor(s) in interest of the property involved in this tract will participate in any benefit assessment district or any trust fund based upon a formula or criteria which is applicable to all new development within the Coastal Transportation Corridor Specific Plan Area if and to the extent such benefit assessment district or ordinance establishing such trust fund is otherwise applicable on its effective date to buildings in the project and if and to the extent the project or portions thereof are not otherwise excluded or exempt from the application of such benefit assessment district or ordinance.

HOWARD / IS CENTER /
PROPOSED MAXIMUM HEIGHT OF BUILDINGS

Parcel No.	Proposed Bldg. Height	Bldg. Function	Finish Grade Elevation ¹	Max. Ht. Above Fin. Grade	Maximum Stories ²	Max. 1 Elev. 1	Airport Hazard Elev. 1
A1-A3, A4	11, A3	Office & Parking ⁴	30-38± ft.	340 feet	26 stories	376 ft.	376 ft.
A2, A5-A7	A2, PA	Office & Parking	36-42± ft.	340 feet	26 stories	376 ft.	376 ft.
B1-B4 B5-B7	B8	Parking Office or Hotel & Parking	60± ft. 50-55± ft.	65 feet 280 feet	6 levels 20 stories	125 ft. 326 ft.	326 ft. 326 ft.
C1-C3 C4-C6	PC C	Parking Office & Parking	60± ft. 50-55± ft.	65 feet 175 feet	6 levels 12 stories	125 ft. 230± ft.	326 ft. 326 ft.
D1-D2 D3-D5	PC D	Parking Office & Parking	60± ft. 50-55± ft.	65 feet 280 feet	6 levels 20 stories	125 ft. 326± ft.	326 ft. 326 ft.
E1-E3	E	Hotel & Parking	35-60± ft.	220 feet	20 stories	280± ft.	326 ft.
F1-F3	F	Cent. Square & Parking	55± ft.	45 feet	3 stories	100± ft.	326 ft.
G1-G3	G	Office or Hotel & Parking	35-65± ft.	145 feet	10 stories	200± ft.	326 ft.
H1-H3 H4-H5	PH H	Parking Office & Parking	60± ft. 50-60± ft.	65 feet 175 feet	6 levels 12 stories	125 ft. 235± ft.	326 ft. 326 ft.
J1-J3 J4-J6	PJK J	Parking Office & Parking	60-65± ft. 45-55± ft.	65 feet 90 feet	6 levels 6 stories	125 ft. 140± ft.	326 ft. 326 ft.
K1-K3	K	Office or Hotel & Parking	50-60± ft.	75 feet	6 stories	140± ft.	326 ft.
M1-M2	M	Office or Hotel & Parking	60-65± ft.	110 feet	8 stories	170± ft.	326 ft.
P1-P2	PEH	Parking & Fitness	60-65± ft.	50 feet	3 levels/ stories	115 ft.	326 ft.
P3-P6 S1	PO, PG None	Parking Service Tunnel	60± ft. 55-60± ft.	75 feet No bldg.	7 levels No bldg.	135 ft. No bldg.	326 ft. 326 ft.

Notes: 1 - Above sea level.
 2 - Above Grade.
 3 - Includes areas within Road IV traffic circle.
 4 - Building function includes project monument in traffic circle.

Source: PLANNING CONSULTANTS RESEARCH,
 PSONAS & ASSOCIATES

Ordinances

161685

ORDINANCE NO. _____

An ordinance authorizing the execution of the development agreement by and between the City of Los Angeles and Howard Hughes Properties on 69 acres of real property in the Westchester-Playa del Rey District Plan area adjacent to the intersection of the San Diego Freeway and Sepulveda Boulevard.

WHEREAS, the City Planning Commission on August 7, 1986, approved and recommended that the City Council approve the development agreement, which is attached to Council File No. 85-2313-S1, ("the Agreement"), by and between the City of Los Angeles and Howard Hughes Properties and hereby incorporated into the provisions of this ordinance; and

WHEREAS, after due notice the City Planning Commission and the City Council did conduct public hearings on this matter; and

WHEREAS, pursuant to State Government Code Sections 65864 through 65869.5 and Section 8 of the Coastal Transportation Corridor Specific Plan (Ordinance No. 160,394) the City Planning Commission has transmitted its findings and recommendations; and

WHEREAS, the agreement is in the public interest and is consistent with the City's General Plan including the Westchester Playa del Rey District Plan and the Coastal Transportation Corridor Specific Plan; and

WHEREAS, the City Council has reviewed and considered the agreement and Planning Commission findings and recommendations.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

Section 1. The City Council finds and determines that the subject development agreement is exempt from the requirements of CEQA under Article III, Section 2.1 of the City's CEQA Guidelines.

Sec. 2. That the City Council finds, with respect to the agreement, that:

- (a) It is consistent with the objectives, policies and programs specified in the General Plan including the Westchester Playa del Rey District Plan and the Coastal Transportation Corridor Specific Plan.
- (b) It is compatible with the uses authorized in, and the regulations prescribed for, the zone in which the real property is located.
- (c) It will not be detrimental to the public health, safety and general welfare.
- (d) It will promote the orderly development of property in accordance with good land use practice.
- (e) It is consistent with conditions of previous discretionary approvals for the subject development.

Sec. 3. The City Council hereby approves the development agreement by and between the City of Los Angeles and Howard Hughes Properties, in the form attached to Council File No. 85-2313-S1, and authorizes and directs the Mayor to enter into said agreement in the name of the City of Los Angeles.

Sec. 4. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was introduced at the meeting of the Council of the City of Los Angeles of SEP 19 1986 and was passed at its meeting of SEP 30 1986

Approved: OCT 1 1986

ELIAS MARTINEZ, City Clerk

By: *Edward W. Osherson* deputy

File No. 85-2313-S1

Tom Bradley Mayor
D371416 09/15

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Dale K. Neal, Esq.
Latham & Watkins
555 South Flower Street
Los Angeles, California 90071-2466

HOWARD HUGHES CENTER
DEVELOPMENT AGREEMENT

November 3, 1986

D. The Project

It is Company's intent to subdivide and develop Howard Hughes Center as described below (the "Project").

1. Description of the Major Components of the Project. Company seeks to develop Howard Hughes Center as a mixed-use complex comprised of the following major components:

(a) A maximum of 2,700,000 square feet^{1/} of commercial office and retail development, including at Company's option a maximum 100,000 square feet of retail and a maximum 100,000 square foot fitness center, constructed in the phases and subject to the conditions set forth in the Project Approvals.

(b) A maximum of 600 hotel rooms; provided, however, that Company may construct up to 900 additional hotel rooms, to a maximum of 1,500 total hotel rooms, by exchanging 301 square feet of commercial office/retail space for each additional hotel room.

-
1. As provided in the approval of Tentative Tract Map No. 35269, square footage shall be calculated in accordance with Sections 12.21.1A5 and 12.21.1B4 of the Los Angeles Municipal Code.

(c) Public and private improvements, partially consisting of major road improvements and other infrastructure within the Project area as described in paragraph D.2.

2. Description of Major Infrastructure Improvements to be Included Within the Scope of this Agreement.

The Transportation Improvements which are a part of the Project, together with a phasing program, are described in Exhibit C hereto.

3. Dedication of Land for Public Purposes. Provisions for the dedication of land for public purposes are included within the description of Transportation Improvements on Exhibit C hereto.

4. Density of the Project. The density of the Project is shown on the table attached as Exhibit D hereto and is subject to the limitations set forth in the Project Approvals.

5. Maximum Height of Project Buildings. The maximum height of each of the Project's proposed buildings is shown on the table attached as Exhibit E hereto and is subject to the limitations set forth in the Project Approvals.

EXHIBIT D

TABLE 1

the Floor Area Ratio of the subject property in a lot by lot basis for all property is as follows:

Parcel	Parcel Area AC	Parcel Area Sq. ft.	Allowable FAR ¹ 3 x Bidble	Maximum Proposed Density GFA	Maximum Floor Area Ratios
A1-A3-A4	2.63	114,563	343,689	500,000	4.16 FAR
A2-A5-A7	2.56	111,514	334,541	150,000	3.44
B1-B4	2.2	95,832	287,496	0	0
B5-B7	2.04	88,862	266,587	400,000	3.69
C1-C3	1.12	48,787	146,362	0	0
C4-C6	1.86	81,022	243,065	500,000	5.49
D1-D2	0.6	26,136	78,408	0	0
D3-D5	1.82	79,219	237,838	400,000	4.14
E1-E3	1.77	77,101	231,304	420,000	6.03
F1-F3	1.52	66,211	198,634	30,000	0.46
G1-G3	2.63	114,563	343,688	400,000	3.52
H1-H3	1.08	47,045	141,134	0	0
H4-H5	1.19	51,836	155,509	300,000	4.23
J1-J3	1.14	49,658	148,975	0	0
J4-J6	1.72	74,923	224,770	400,000	5.31
K1-K3	2.24	97,574	292,723	250,000	2.55
H1-H2	0.94	40,946	122,839	150,000	3.62
P1-P2	1.39	60,113	180,388	100,000	1.66
P3-P6	2.15	93,654	280,962	0	0
S1	.25	10,890	32,670	0	0

SUBTOTAL	32.04	1,430,509	4,291,531	0	0
OS1-OS6	15.10	661,240	Single-family	0	0
TOTALS	48.02 (exclusive of roads)	2,091,749	4,291,531	4,000,000 (+sq. ft. GFA.)	0

*Floor Area Ratio (FAR): ratio of building area divided by land area
 **4,000,000 is greater than the proposed total of 3,120,000 square feet in entire development in order to provide reasonable flexibility from parcel to parcel (400,000 square feet in Phase One plus 2,720,000 square feet in subject project); each parcel would be developed with corresponding average of less floor area than parcel-by-parcel maximum would allow.

See Table 2, page 23, and Table 3, page 28 - EIR No. 202-03-ZC(CU2)(ZV) (SUB).

J. VIEWS

ENVIRONMENTAL SETTING

Due to descending topography in the southwest corner of the project site and comparatively low elevations throughout much of the remainder of the property, views over the site are available from locations adjoining the southern property line and from higher ground to the west. Because the areas to the south and west are all but fully developed with extensive residential tracts, publicly accessible views over the site are restricted to certain local street rights-of-way. Principal among these is Sepulveda Boulevard adjoining the site's western property line. From Sepulveda, views to the east are available over the site to northbound as well as southbound vehicular/pedestrian traffic. However, comparable street views are also available from Sepulveda Private, a small dead-end street parallel to and up-slope from Sepulveda Boulevard, while more limited views are available from the northern terminus of Arizona Avenue over undeveloped private property above Sepulveda and the project site, and to the north from the northern terminus of Airport Boulevard.

Privately accessible views of varying quality are also available from some 55 homes adjoining the site's southern property line, and from a lesser number of homes located on the hillside to the west between Sepulveda Boulevard and Arizona Avenue. These viewsheds and the areas from within which they are generally available are depicted in Figure 42.

Views over the site in northerly and northeasterly directions are limited by the upper slopes of the Baldwin Hills 1.5 to 2.0 miles distant, while easterly views into Inglewood are generally unlimited by terrain. Although the views in these directions are pleasant, there are no apparent distinctive focal points giving these views scenic noteworthiness. More distant views to the Hollywood Hills are also available over the project site from areas adjoining the southern property line between Airport and Sepulveda Boulevards. The twin triangular theme towers in Century City do form a focal point within this viewshed available to most of the homes in this area.

ENVIRONMENTAL IMPACT

Placement of the various building masses upon the project site as proposed in the project plan would have considerable effect upon views over the site presently available from public and private viewing locations. Views to the east over the site from the adjoining Sepulveda Boulevard corridor would be largely obstructed by the proposed buildings and parking structures. However, this impact is not considered particularly adverse.

Views from the residential properties adjoining to the south and overlooking the site from the west would also be effected. These effects are diagrammed in Figure 43 relative to two western and two southern

Locations, and in each set of cases the indicated effects represent the range of consequences. From the private viewing locations to the west, it is apparent that the various proposed structures would combine to obstruct much of the viewshed over the site to the northeast and east, but that several windows or viewing lanes through the building masses would be retained. From locations along the western portion of the southern property line views through the project in northern directions to the Hollywood and Baldwin Hills will be largely obstructed though views to the east and west should be largely unaffected. Along the eastern portion of the southern property line, only limited viewing lanes to the north would be retained in addition to east and west views.

These project impacts on privately available views would no doubt be considered significant by the effected residents. However, the existing views consist of amenities that have been enjoyed over neighboring private property subject to a land use regulatory framework which imposes no height limitation upon on-site development. Thus, the proposed concept's view obstruction impacts are not any more adverse than what is clearly permitted within the existing zoning and height district. Although several of the proposed buildings would be 150 to 250 feet higher than the corresponding elevations on surrounding properties, building with comparable base dimensions but only 50 feet higher in elevation than these viewing locations would have the same view obstruction impacts. Thus, the requested Height District variances on several proposed parcels would not be accountable for this impact.

A final point regards the appearance of the proposed project which would be placed within these existing viewsheds. In the project plan, considerable attention has been given to the development of a visually distinguished complex by way of varied building forms, lower building heights closest to neighbors' residences, extensive intervening areas of landscaped open space, and large setbacks from adjoining property. As illustrated in a rendering presented in Figure 44, the completed project is intended to be developed as a visually attractive example of urban design and development. Based on the combination of these considerations, it is concluded that the foregoing view obstruction impacts, though adverse, are not significant despite a very pronounced change in resulting visual character.

MITIGATION MEASURES

Opportunities to mitigate the project's view obstruction impacts are limited to some set of modifications to the proposed structural massing. This could be accomplished by limiting building heights to a fixed level lower than surrounding viewing locations or by opening wider or more viewing lanes through the project, or both.

parcel clusters a maximum of two would be utilized for hotel uses. The maximum number of anticipated hotel rooms on the three parcel clusters which may actually be developed for hotel purposes would be no more than 1500 rooms. In addition, it is proposed that any hotel development of the B, G, K or M Parcel Clusters would be traded directly against the anticipated volume of allowable office space (2.3 million square feet) on the basis of p.m. peak period traffic generation.

Supporting the foregoing primary land uses, the development of a central square on Parcels F1, F2, and F3 and a private park on Parcel OS1 is proposed. The central square is intended as a large area of active open space to be improved with fountains, landscaping, and used as a point of leisure time congregation by project visitors and employees. Parcel OS1 is being considered as the site of a major water feature and passive recreational setting to serve as a counterpoint to the project's more intensive areas.

Parking. Vehicle parking capacity throughout the project is distributed on a parcel by parcel basis. However, as illustrated in Figure 7, parking capacity is for the most part spatially separated from the parcel that it is intended to serve, with a further segregation between visitor and employee parking. An approximate total of some 8,770 parking spaces is anticipated to serve the entire development, an amount which is well in excess of Code requirements. The distribution of this parking capacity on a site by site basis will also exceed the Code requirements. Though some subterranean parking facilities may be constructed, employee parking would be provided for the most part in freestanding above-grade structures each having approximately seven levels, and taking access from Roads II or III. Visitor parking for parcels adjoining Road II would be located for the most part on the subterranean levels below the roadway itself, though other visitor parking locations may also be developed. Parking serving the proposed hotel on the E Parcel Cluster would be located in a freestanding structure located across Road III from the hotel site, though subterranean parking beneath the hotel complex is also anticipated.

Urban Design. The project plan attempts to take advantage of the site's development potential while simultaneously accommodating on-site and off-site environmental concerns. The project's structural components are proposed in low-rise (4 to 6 stories), mid-rise (7 to 14 stories), and tower (15 to 26 stories) forms, the distribution of which is illustrated in Figure 8. The project's built forms are concentrated in the more central and northwest parts of the property, separated from the residential uses adjoining the southern property line by an intervening linear park buffer zone south of Road I, by Road I itself, and by a large open space amenity on Parcel OS1. Similarly, the project's built forms have been placed to respect the separation from the nearest residences to the west by the slope above Sepulveda Boulevard, the Sepulveda right-of-way, and slopes down into the project site below Sepulveda. In order to incrementally increase building scale as distance from the residences to the south increases, to capture favorable southern solar exposure, and to create a strong profile along Sepulveda Boulevard, low-rise structures would occupy the southernmost and easternmost developable parcels while mid-rises are proposed in more central locations, and the tower forms would be located further north. Along the San Diego Freeway, an almost continuous alignment of low-rise office buildings and freestanding parking structures is proposed as a noise

attenuation and visual buffer. The principal development characteristics for each parcel cluster are summarized in Table 3.

Open space is used to buffer the project from its neighbors and as an amenity throughout the project. Among the primary developable parcels this is partly achieved through the separation of parking facilities from the working environment, and through the proposed placement of interconnected planted areas, courtyards, arcades, water features and the like around the bases of each building. Within the landscaped linear park along the southern property line, a landscaped noise attenuation barrier is proposed. The proposed open space program is conceptually illustrated in Figure 9. While building height would vary from one to 26 stories, an estimated average of 51% of each primary development parcel would be covered by buildings with the balance retained in landscaping and open space. The collective footprint of the building and parking structures would cover 27% of the entire site, while landscaped area would cover 46% of the property.

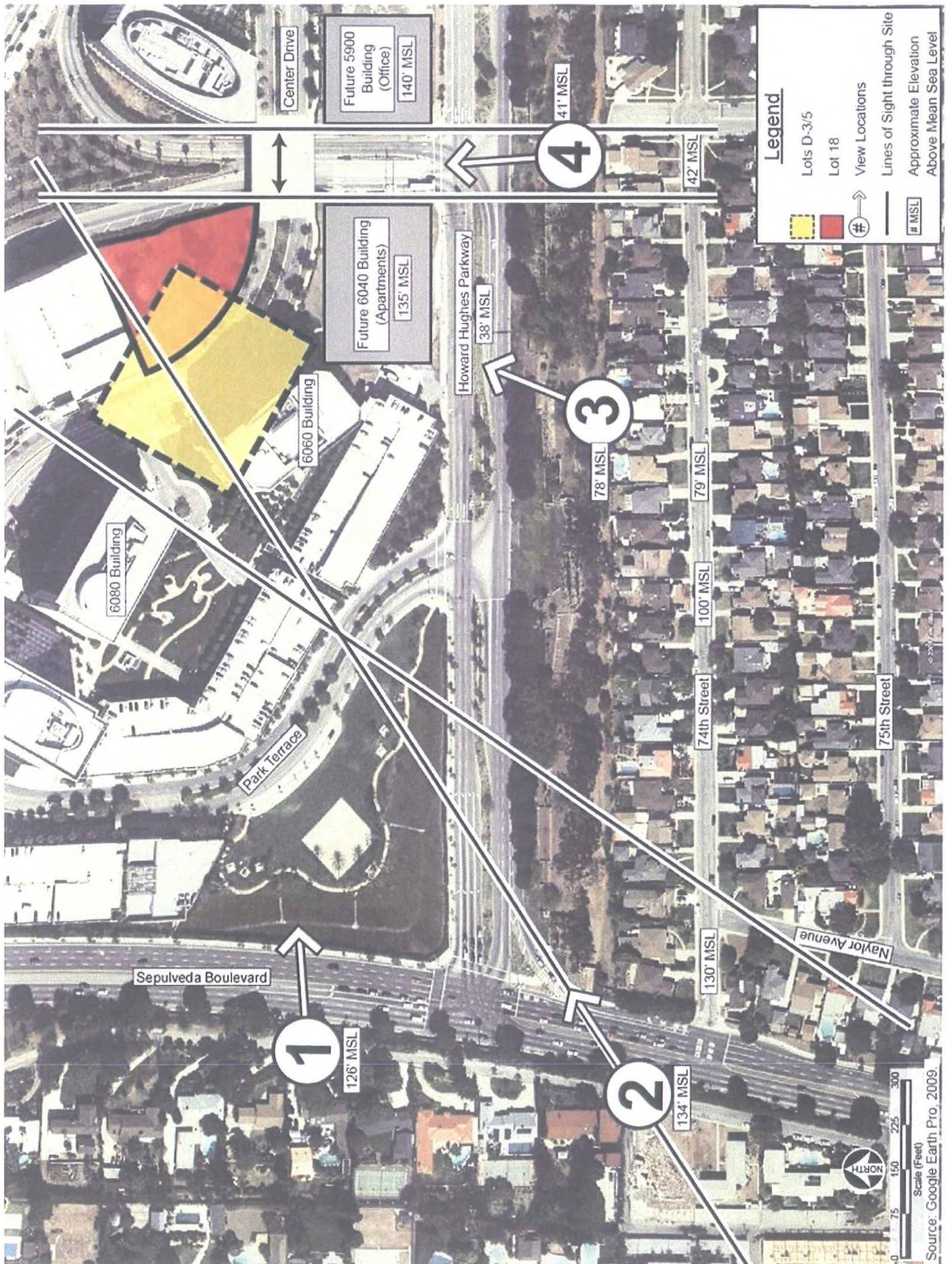
Phasing. Development of the entire project is anticipated over a period of approximately ten years. Although specific roadway improvements and increments of combined density or floor area have been designated in phases, no specific timetable for parcel by parcel development of the property has been established. For purposes of this analysis, three phases have been identified. Phase One shall consist of the development of a maximum of 400,000 square feet of gross floor area on some portion of the A Parcel Cluster as well as part of the proposed road system and certain open space improvements as diagrammed in Figure 10. The Phase One landscaping improvements shall consist of the installation of the entire landscaped linear park between Road 1 and the southern property line including the proposed system of noise barriers. Phase One is expected to be completed and occupied in 1986.

It should be recognized that the applicants have already secured all necessary approvals from the City of Los Angeles regarding the development of Phase One.^{1,2,3} Consequently, Phase One is not subject to the discretionary decisions which necessitate the preparation of this document even though it is clearly part of the development of the project site. Therefore, Phase One is being treated as an anticipated pre-project condition (that is, a condition which does not presently exist but which is predicted to exist prior to commencement of the proposed project) throughout this document. Nevertheless, the incremental environmental effects of Phase One are identified in this document where appropriate.

¹ Correspondence from Calvin S. Hamilton, Director of Planning, City of Los Angeles. October 6, 1983.

² Correspondence from Phil King, City Engineer, City of Los Angeles. October 6, 1983.

³ Correspondence from Donald R. Howery, General Manager, Department of Transportation, City of Los Angeles. September 15, 1983.



Legend

- Lots D-3/5
- Lot 18
- # View Locations
- Lines of Sight through Site
- # MSL

1

126' MSL

2

134' MSL

3

78' MSL

4

41' MSL

79' MSL

100' MSL

130' MSL

Future 5900 Building (Office)
140' MSL

Future 6040 Building (Apartments)
135' MSL

6060 Building

6080 Building

Park Terrace

Howard Hughes Parkway
38' MSL

Sepulveda Boulevard

Naylor Avenue

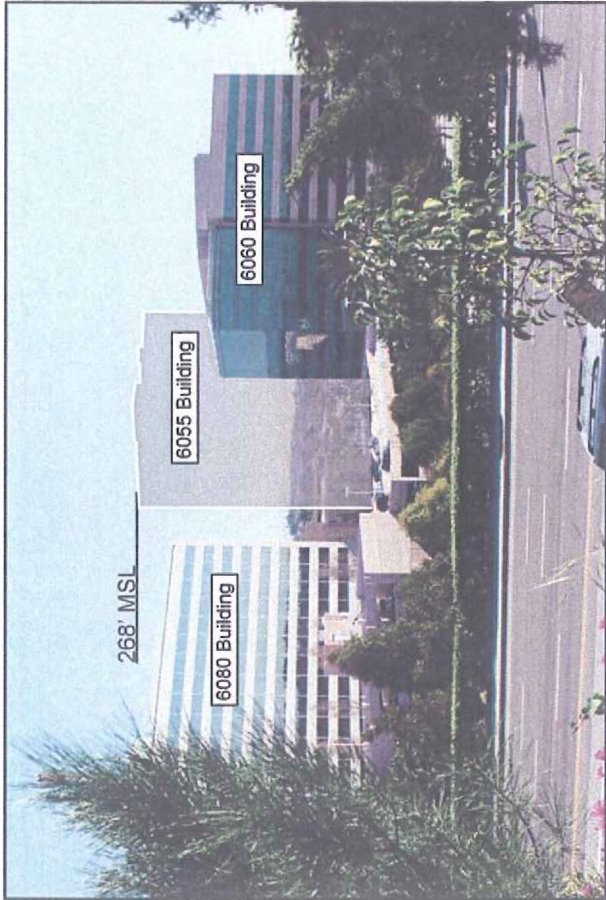
74th Street

75th Street

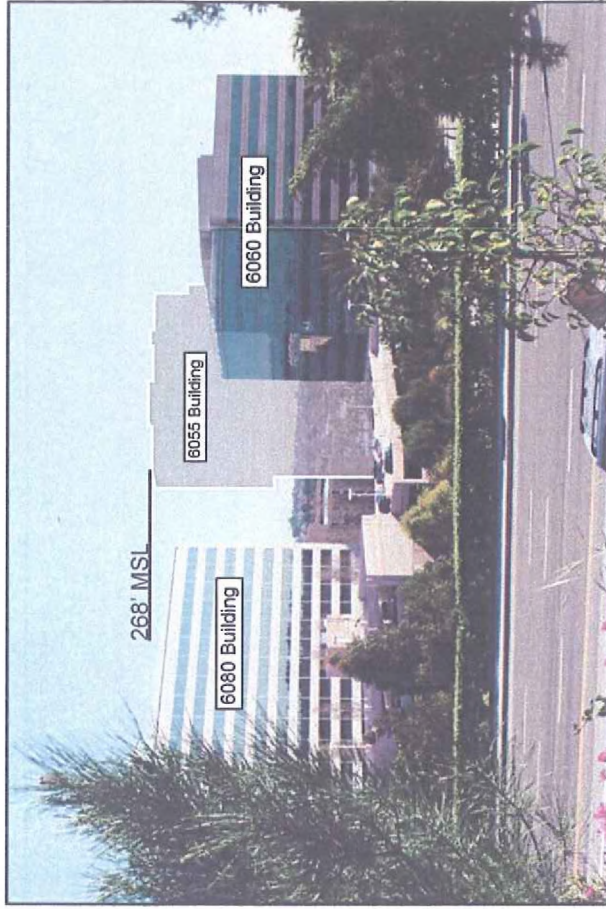
Center Drive

Scale (Feet)
0 75 150 225 300
Source: Google Earth Pro, 2009.





View 1A: Proposed condominium structure on Lots D-3/5.

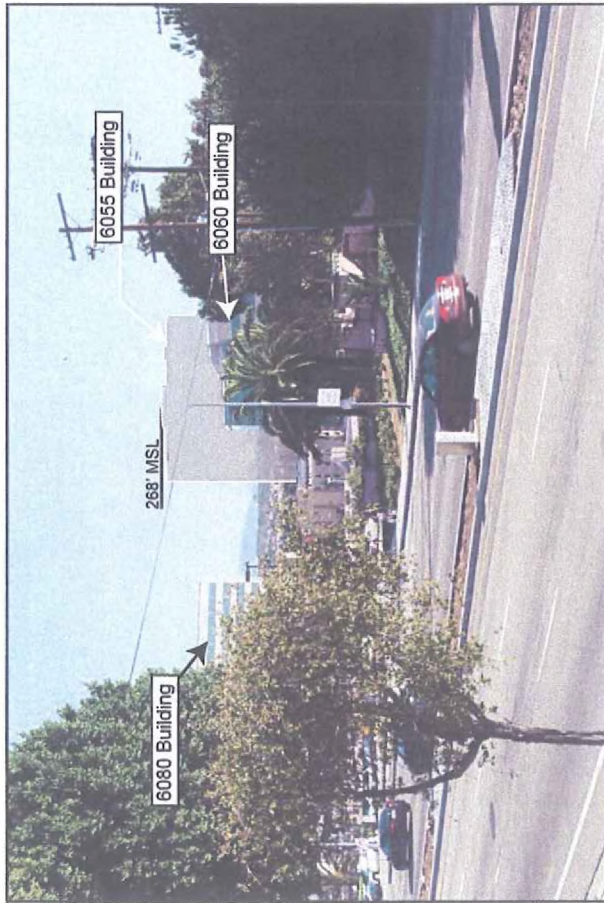


View 1B: Proposed condominium structure on Lot 18.

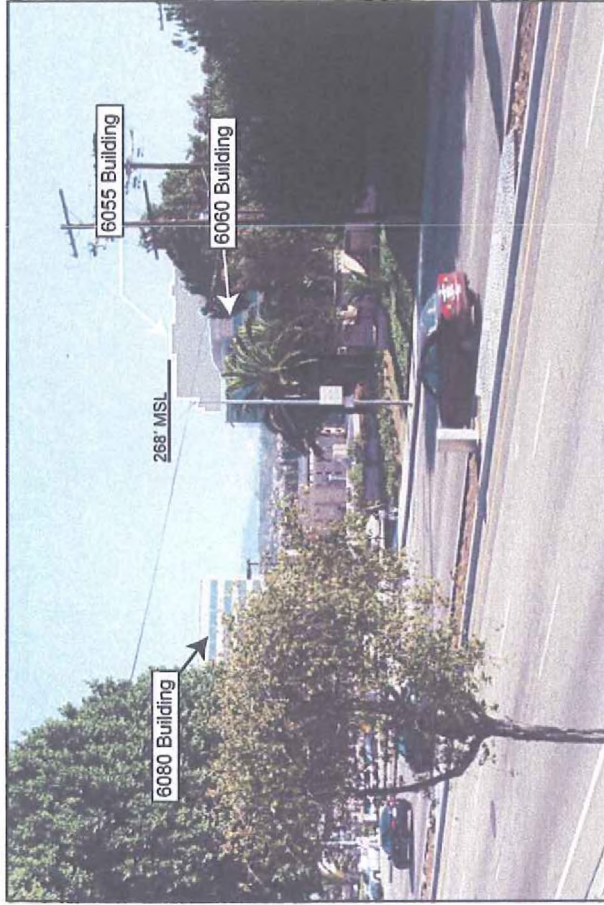
Source: Christopher A. Joseph & Associates, 2009.

 **CHRISTOPHER A. JOSEPH & ASSOCIATES**
Environmental Planning and Research

Figure 2
View Simulation Comparison
View 1 A & B

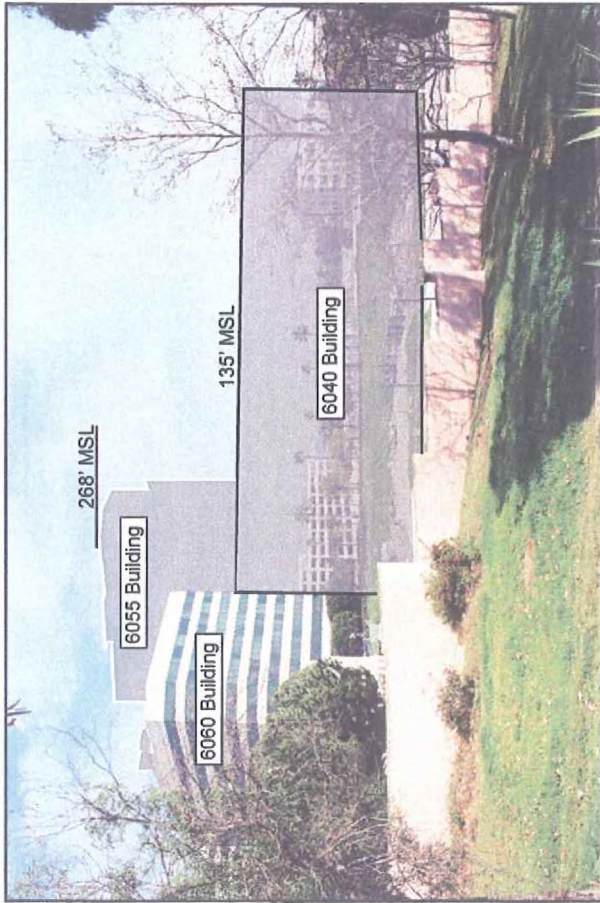


View 2A: Proposed condominium structure on Lots D-3/5.

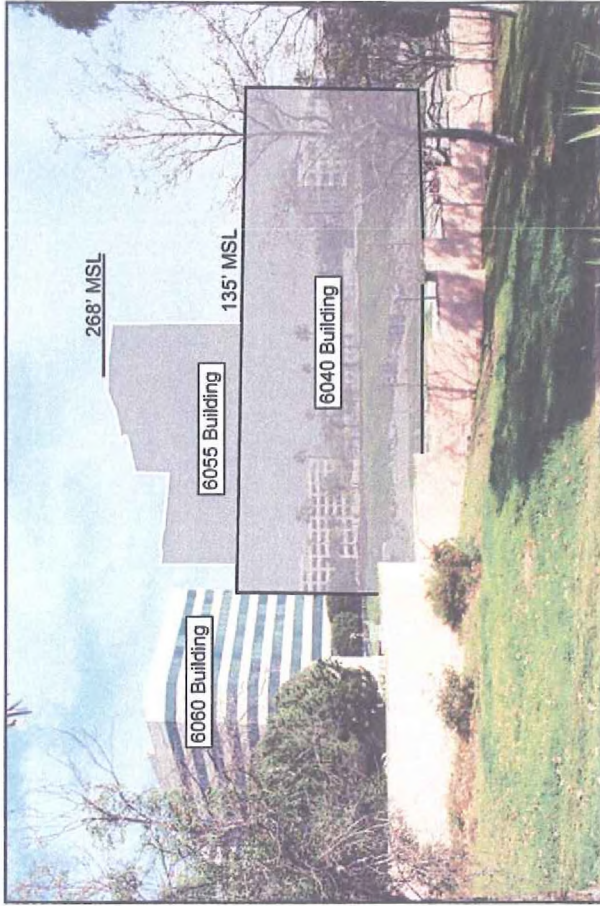


View 2B: Proposed condominium structure on Lot 18.

Source: Christopher A. Joseph & Associates, 2009.

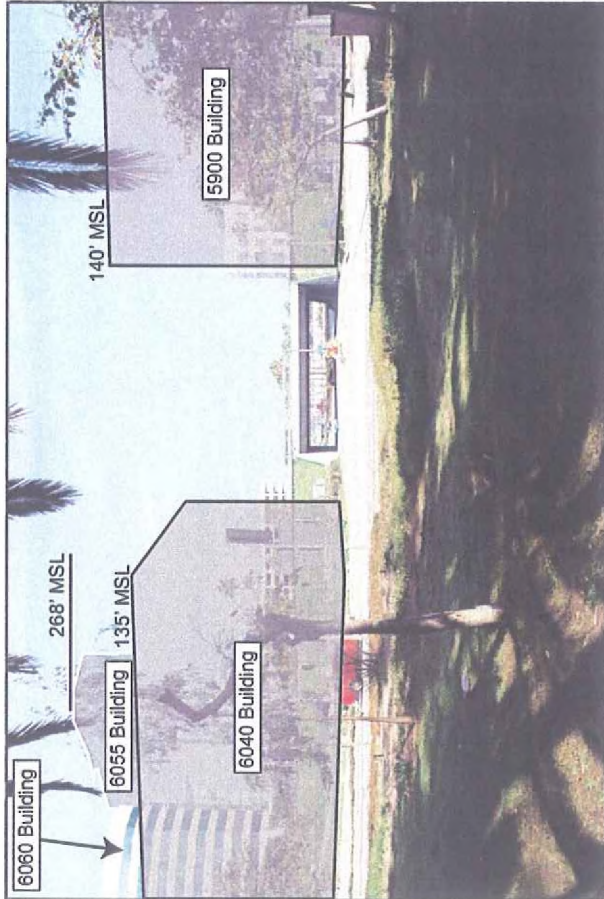


View 3A: White Outline: Proposed condominium structure on Lots D-3/5.
 Black Outlines: Approximate outlines of other approved buildings.

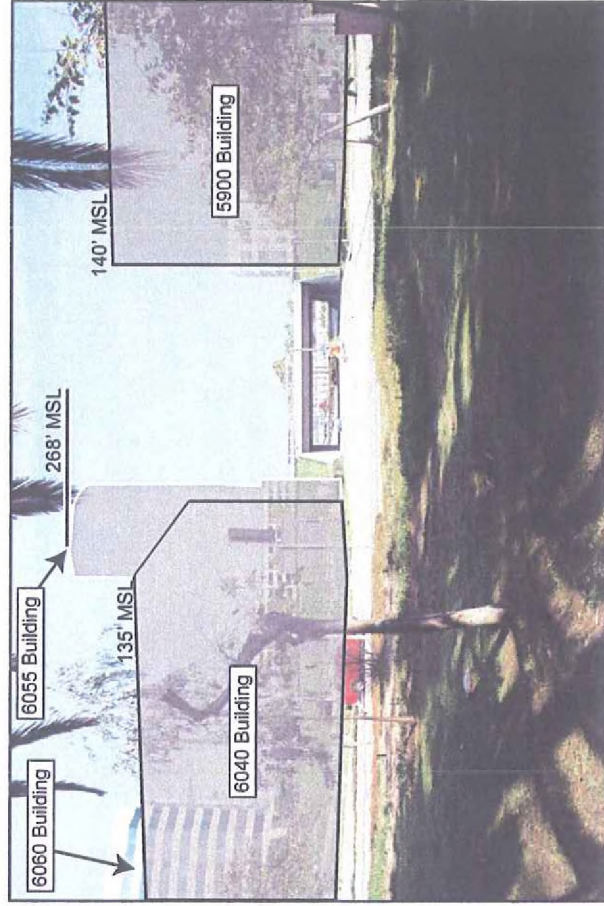


View 3B: White Outline: Proposed condominium structure on Lot 18.
 Black Outlines: Approximate outlines of other approved buildings.

Source: Christopher A. Joseph & Associates, 2009.



View 4A: White Outline: Proposed condominium structure on Lots D-3/5.
 Black Outlines: Approximate outlines of other approved buildings.



View 4B: White Outline: Proposed condominium structure on Lot 18.
 Black Outlines: Approximate outlines of other approved buildings.

Source: Christopher A. Joseph & Associates, 2009.



CHRISTOPHER A. JOSEPH & ASSOCIATES
 Environmental Planning and Research

Figure 5
 View Simulation Comparison
 View 4 A & B

1204/42

SCALE: 1" = 30'
1" = 60'
1" = 200'

TRACT NO. 51419

SHEET 1 OF 9 SHEETS

FEB 24 1994
FILED

AT REQUEST OF OWNER
FEB 24 1994
31 PM 5 PM

IN THE CITY OF LOS ANGELES
STATE OF CALIFORNIA
FOR CONDOMINIUM AND SUBDIVISION PURPOSES 94 158270
94 219270

BEING A SUBDIVISION OF LOTS 5 THRU 9, TRACT NO. 44629, PER MAP FILED IN BOOK 1076, PAGES 3 TO 10, INCLUSIVE OF MAPS AND LOTS 9 THRU 17, TRACT NO. 49299, PER MAP FILED IN BOOK 1175, PAGES 69 TO 78, INCLUSIVE OF MAPS, ALL RECORDS OF LOS ANGELES COUNTY.

IN BOOK 1204
AT PAGE 42
OF MAPS
LOS ANGELES COUNTY, CA
REGISTERED SURVEYOR/ENGINEER
George R. Psonas
City of Los Angeles
FEE \$ 52.00

MAP 655827

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION, AND WE HEREBY DEDICATE TO THE PUBLIC USE THE STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS, SHOWN ON SAID MAP WITHIN SAID SUBDIVISION, AND WE HEREBY GRANT AND DEDICATE TO THE CITY OF LOS ANGELES, BY AGREEMENT, FOR UNDERGROUND PUBLIC PURPOSES OVER THE STRIPS OF LAND SO DESIGNATED ON SAID MAP AND AGREEMENT, FOR PURPOSES OF ACCESS TO AND UTILIZATION OF UTILITIES, INCLUDING BUT NOT LIMITED TO, PORTIONS OF THE PUBLIC UTILITY SYSTEMS, WE HEREBY GRANT AND DEDICATE TO THE PUBLIC, AS COVENANTS RUNNING WITH THE LAND AND BINDING ON OUR HEIRS, SUCCESSORS, AND ASSIGNS, THE STRIPS OF LAND AND EASES FROM LOTS 1, 2, 3, 4, AND 5, IN SAID SUBDIVISION, DESCRIBED.

HOWARD HUGHES PROPERTIES (UNITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP (OWNER))

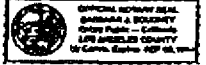
BY ITS GENERAL PARTNER: SUMMA CORPORATION, A DELAWARE CORPORATION

BY: Robert E. Morrison
ROBERT E. MORRISON
SENIOR VICE PRESIDENT
SUMMA CORPORATION

BY: Michael E. Niarchos
MICHAEL E. NIARCHOS
SECRETARY, SUMMA CORPORATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS

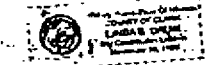
ON July 8, 1993 BEFORE ME, BARBARA J. DOUGHTY, NOTARY PUBLIC, PERSONALLY APPEARED ROBERT E. MORRISON, PERSONALLY KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.



WITNESS MY HAND AND OFFICIAL SEAL.
Barbara J. Doughty
BARBARA J. DOUGHTY
COMMISSION
EXPIRES: SEPTEMBER 3, 1994
PLACE OF BUSINESS: LOS ANGELES COUNTY

STATE OF NEVADA)
COUNTY OF CLARK) SS

ON July 14, 1993 BEFORE ME, David S. Damm, NOTARY PUBLIC, PERSONALLY APPEARED MICHAEL E. NIARCHOS, PERSONALLY KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.



WITNESS MY HAND AND OFFICIAL SEAL.
David S. Damm
DAVID S. DAMM
COMMISSION EXPIRES NOVEMBER 10, 1995
PLACE OF BUSINESS: COUNTY OF CLARK

THE SPECTRUM CLUB/HOWARD HUGHES CENTER PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, AS THE GRANTEE OF AN INTEREST, DISCLOSED BY A MEMORANDUM OF LEASE RECORDED APRIL 28, 1993 AS INSTRUMENT NO. 93-796783 WHICH WAS AMENDED BY DOCUMENT RECORDED FEBRUARY 15, 1994 AS INSTRUMENT NO. 94-219270, BY: THE SPECTRUM CLUB COMPANY, INC. (F/K/A

PONTIUS MANAGEMENT, INC.)
A CALIFORNIA CORPORATION, GENERAL PARTNER

David M. Tella
David M. Tella
Principal and Secretary

BY: ~~BALLUS INC PARTNER, INC.~~
A CALIFORNIA CORPORATION, GENERAL PARTNER

~~David M. Tella
David M. Tella
President~~

SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA, THAT THIS MAP, CONSISTING OF 9 SHEETS, CORRECTLY REPRESENTS A TRUE AND COMPLETE SURVEY MADE BY ME OR UNDER MY DIRECTION ON DECEMBER 1992, THAT THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE SUFFICIENT TO ENABLE THE SURVEY TO BE READILY RETRACED, THAT BOTH BOUNDARY AND CENTERLINE MONUMENTS ARE IN PLACE OR WILL BE IN PLACE WITHIN 6 MONTHS AFTER BEING NOTIFIED OF THE DATE OF ACCEPTANCE OF THE STREET IMPROVEMENTS, NOT TO EXCEED 24 MONTHS FOLLOWING THE FILING DATE OF THIS MAP, AND THAT THE NOTES TO CENTERLINE MONUMENTS SHOWN AS TO BE SET WILL BE SET IN THE OFFICE OF THE CITY ENGINEER WITHIN THE TIME FRAME STATED ABOVE.



George R. Psonas
GEORGE R. PSOMAS LS 2304
LICENSE EXPIRES 6-30-96

BASIS OF BEARINGS

THE BEARING OF N 89° 48' 08" E OF THE CENTERLINE OF HOWARD HUGHES PARKWAY AS SHOWN ON THE MAP OF TRACT 51419, AS FILED IN BOOK 1076 PAGES 3 THROUGH 10, OF MAPS, RECORDS, OF LOS ANGELES COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP.

BENCHMARK

THE ELEVATIONS SHOWN ON THIS MAP ARE BASED ON THE CITY OF LOS ANGELES BENCHMARK NO. 17-02735, SPIKE IN EAST CURB SEPULVEDA BLVD, 34 FEET SOUTH OF NORTH BUILDING LINE (PROD #5711) 0.11 MILE SOUTH OF CENTERLINE CENTINELA AVENUE, NORTH END CATCH BASIN.

ADJUSTMENT: 1974 ELEVATION: 39.480 FEET

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 94462 AND 94463 OF THE VANDERBILT MAP ACT.

EXECUTIVE OFFICER - CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
Robert Lee Levitt
DEPUTY 2-2494



STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS

ON JULY 23, 1993 BEFORE ME, ROBIN LEE LEVITT NOTARY PUBLIC, PERSONALLY APPEARED David M. Tella, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

Robin Lee Levitt
ROBIN LEE LEVITT
COMMISSION EXPIRES AUGUST 3, 1995
PLACE OF BUSINESS: LOS ANGELES

SOIL AND GEOLOGICAL REPORTS
SOIL REPORT
Prepared by: J.A. DOOLITE
Reg. C.E. No. 24661 Date 5/1/94
GEOLOGICAL REPORT
Prepared by: _____ Date _____
Reg. E.G. No. _____ Date _____

NOTIFICATION OF STREET LIGHTING MAINTENANCE ASSESSMENTS

NOTICE IS HEREBY GIVEN that assessments may be levied for the costs of maintenance and energy for any street lighting facilities installed with this subdivision. The initial billing may be for a period of up to three years with subsequent billings thereafter. For further information call the Bureau of Street Lighting.

CERTIFICATE OF SPECIAL ASSESSMENT

I HEREBY CERTIFY that according to the records of the City Engineer of the City of Los Angeles none of the lots or parcels of land shown on this subdivision map will within any time subject to any special assessment which may be paid in full.

CERTIFICATE OF COMPLIANCE

I HEREBY CERTIFY that I have examined this map and that the subdivision as shown herein is substantially the same as it appeared on the tentative map and any approved alterations thereof that all provisions of Ordinance 2 of Title 2 of the Government Code, State of California, and of all local ordinances applicable and in effect at the time of the approval of the tentative map have been complied with and I am satisfied that this map is technically correct.

Feb 17, 1994
City Engineer
Robert S. Lewis



CERTIFICATE OF TITLE

I HEREBY CERTIFY that there is on file in the office of the City Engineer of the City of Los Angeles, County of Los Angeles, State of California, a Certificate of Title in the name of _____
Standard Title
of said City Order No. 04444111 dated E.K.O. 16, 1988, certifying that it appears from the records of said City and County that Howard Hughes Properties, Limited Partnership and THE SPECTRUM CLUB/HOWARD HUGHES CENTER PARTNERSHIP

(s) (are) the only persons whose consent is required for the recording of this map by law.
Date: Feb 17, 1994
City Engineer
Robert S. Lewis

CERTIFICATE OF ACCEPTANCE

I HEREBY CERTIFY that the City Council of the City of Los Angeles approved this map and accepted on behalf of the public all offers of dedication shown herein unless otherwise indicated, except those marked "Private Street", "Future Alley" or "Future Easement" and that nothing herein contained shall be construed as an acceptance of any improvement made hereon or any street, alley or easement shown on this map.
Date: Feb 23, 1994
City Clerk

1204/43

BOOK 1204 PAGE 43

SCALE: 1" = 30'
1" = 60'
1" = 200'

TRACT NO. 51419

IN THE CITY OF LOS ANGELES
STATE OF CALIFORNIA

SHEET 2 OF 9 SHEETS

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION, AND WE HEREBY DEDICATE TO THE PUBLIC USE THE STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS, SHOWN ON SAID MAP WITHIN SAID SUBDIVISION.

INDEMNITY AND WAIVER

WE FURTHER AGREE, WITH RESPECT TO THOSE PORTIONS OF THE PUBLIC STREETS WITHIN THE SUBDIVISION WHICH ARE EITHER LOCATED BENEATH OR ABOVE HORIZONTAL OR SLOPING PLANES, TO INDEMNIFY THE CITY OF LOS ANGELES AND ALL SUCCESSORS AND ASSIGNS FROM ANY LIABILITY FROM INJURY OR DAMAGES PROXIMATELY RESULTING FROM THE BRIDGE STRUCTURES, THE BRIDGE SUPPORTS, OR TUNNEL STRUCTURES TO BE CONSTRUCTED ABOVE OR BELOW SUCH PLANES, AND WAIVE ANY CLAIMS FOR DAMAGES AGAINST THE CITY OF LOS ANGELES FOR INJURY TO SAID BRIDGES, BRIDGE SUPPORTS, OR TUNNEL STRUCTURES.

THIS INDEMNITY AND WAIVER IS GRANTED TO THE CITY OF LOS ANGELES IN CONSIDERATION OF THE CITY ACCEPTING STREET EASEMENTS WITH HORIZONTAL AND VERTICAL CURVES. THIS INDEMNITY AND WAIVER IS A COVENANT RUNNING WITH AND AFFECTING LOTS 1- TO 24 OF THIS TRACT AND SHALL BE ENFORCEABLE AGAINST THE SUCCESSIVE OWNERS OF SAID LOTS. IT IS TO BENEFIT THE CITY OF LOS ANGELES AND ITS SUCCESSORS IN OWNERSHIP OR ADMINISTRATION OF THE PUBLIC STREETS IN THE SUBDIVISION.

HONARD HUGHES PROPERTIES, LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP

BY ITS SOLE GENERAL PARTNER

SUNMA CORPORATION, A DELAWARE CORPORATION

BY: [Signature]
ROBERT E. MORRISON
SENIOR VICE PRESIDENT
SUNMA CORPORATION

BY: [Signature]
MICHAEL C. NIARCHOS
SECRETARY, SUNMA CORPORATION

THE SIGNATURES OF THE FOLLOWING EASEMENT HOLDERS AS DISCLOSED BY LISTED DEEDS, RECORDS OF LOS ANGELES COUNTY, HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 SUBSECTION (h) (3) (i-viii) OF THE SUBDIVISION MAP ACT. THEIR INTERESTS ARE SUCH THAT THEY CANNOT RISE INTO A FREE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION HOLDER OF AN EASEMENT FOR PUBLIC STREETS, SANITARY SEWER, STORM DRAIN AND WATER FACILITIES PURPOSES BY DEED RECORDED IN BOOK 56379 PAGE 89, BOOK D1812 PAGE 970, ALL OF OFFICIAL RECORDS, AND EASEMENT HOLDER FOR SANITARY SEWER AND STORM DRAIN PURPOSES AS DEDICATED ON PARCEL MAP L.A. NO. 4070, FILED IN BOOK 128 PAGES 37 THROUGH 39 INCLUSIVE OF PARCEL MAPS, ALL RECORDS OF LOS ANGELES COUNTY.

THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION HOLDER OF AN EASEMENT FOR STORM DRAIN, SANITARY SEWERS, SIDEWALKS AND INCIDENTAL PURPOSES BY DEDICATION ON THE MAP OF TRACT NO. 4828, FILED IN BOOK 1076 PAGES 3 TO 10, INCLUSIVE OF MAPS, RECORDS OF LOS ANGELES COUNTY.

CHEVRON U.S.A., INC., A CALIFORNIA CORPORATION FORMERLY STANDARD OIL COMPANY OF CALIFORNIA, A CORPORATION HOLDER OF AN EASEMENT FOR PIPE LINES AND TELEGRAPH OR TELEPHONE LINES BY DEED RECORDED IN BOOK 12510 PAGE 84, BOOK 13073 PAGE 205, AND AS MODIFIED IN BOOK N-1459 PAGE 814, ALL OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, A BODY POLITIC AND CORPORATE, HOLDER OF AN EASEMENT FOR STORM DRAIN AND SLOPE PURPOSES BY DEED RECORDED JULY 3, 1962 IN BOOK D1872 PAGE 642, OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

HARLOW-BURNS DEVELOPMENT COMPANY HOLDER OF AN EASEMENT FOR SANITARY SEWERS BY DEED RECORDED IN BOOK 24809 PAGE 111, OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR SANITARY SEWER PURPOSES BY FINAL DECREE RECORDED JANUARY 31, 1992 AS INST. NO. 92-169479 O.R.

PURSUANT TO SECTION 66477.2(c) OF THE STATE SUBDIVISION MAP ACT, APPROVAL OF THIS MAP BY THE LOS ANGELES CITY COUNCIL CONSTITUTES THE TERMINATION OF THE FUTURE STREETS OFFERED FOR DEDICATION BY THOSE CERTAIN IRREVOCABLE OFFERS TO DEDICATE, RECORDED MARCH 5, 1993 AS INSTRUMENT NOS. 93-426615 AND 93-411111 AND OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS

ON July 8, 1993 BEFORE ME, BARBARA J. DOUGHTY, NOTARY PUBLIC, PERSONALLY APPEARED ROBERT E. MORRISON, PERSONALLY KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

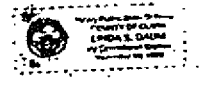


[Signature]
BARBARA J. DOUGHTY
COMMISSION #990937
EXPIRES SEPTEMBER 3, 1994
PLACE OF BUSINESS: LOS ANGELES

STATE OF NEVADA)
COUNTY OF CLARK) SS

ON July 16, 1993 BEFORE ME, LINDA S. DAUM, NOTARY PUBLIC, PERSONALLY APPEARED MICHAEL C. NIARCHOS PERSONALLY KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.



[Signature]
LINDA S. DAUM
COMMISSION EXPIRES SEPTEMBER 10, 1995
PLACE OF BUSINESS: COUNTY OF CLARK

THE SEVENTH CONNECTION/HONARD HUGHES CENTER PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, DISCLOSED BY A MEMORANDUM OF LEASE RECORDED APRIL 28, 1993 AS INSTRUMENT NO. 93-780737 AND HAS ASSIGNED THE DOCUMENT RECORDED FEBRUARY 16, 1993 AS INSTRUMENT NO. 93-426615, OFFICIAL RECORDS.

BY: THE SEVENTH CONNECTION COMPANY, THE (SINIA)
A CALIFORNIA CORPORATION, GENERAL PARTNER

[Signature]
David M. Talla
David M. Talla President and Secretary
PRINT NAME TITLE

BY: SALLIE'S INC PARTNER, INC.,
A CALIFORNIA CORPORATION, GENERAL PARTNER

[Signature]
David M. Talla
David M. Talla President
PRINT NAME TITLE

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS

ON JULY 13 1993 BEFORE ME, ROBIN LEE LEVITT, NOTARY PUBLIC, PERSONALLY APPEARED [Signature] PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

[Signature]
ROBIN LEE LEVITT
NOTARY PUBLIC
COMMISSION EXPIRES AUGUST 7, 1995
PLACE OF BUSINESS: LOS ANGELES



SCALE: 1" = 200'

SHEET 3 OF 9 SHEETS

TRACT NO. 51419

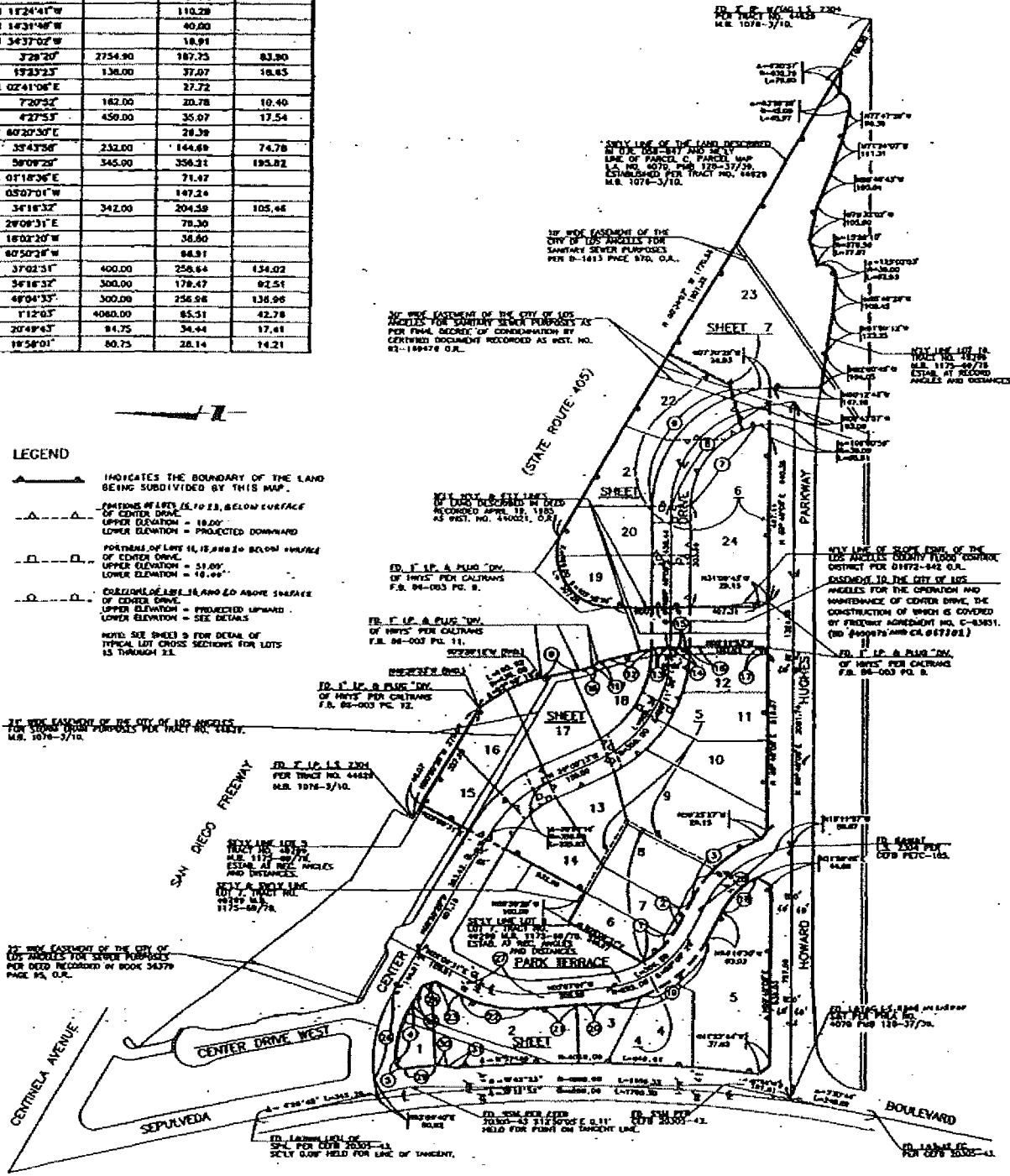
IN THE CITY OF LOS ANGELES
STATE OF CALIFORNIA
MAP INDEX SHEET

DATA

BEARING	MEAS.	LEN./DIST.	TANGENT
33°08'18"	235.00	147.49	73.87
N 87°16'33" W		88.03	
43°08'37"	342.00	284.27	136.48
28°08'45"	337.00	171.23	87.91
88°38'54"	23.00	42.18	28.08
80°27'55"	253.00	495.75	298.65
73°58'01"	247.00	318.84	184.07
80°27'55"	308.00	421.32	253.81
N 17°24'41" W		110.28	
N 14°31'48" W		40.00	
N 34°37'02" W		18.91	
37°28'20"	2754.80	187.75	83.90
15°23'23"	138.00	37.07	18.85
N 02°41'08" E		27.72	
7°20'32"	182.00	20.78	10.40
47°27'53"	458.00	35.07	17.54
N 80°20'30" E		28.39	
33°43'58"	232.00	144.69	74.78
58°07'29"	345.00	358.21	195.82
N 01°18'36" E		71.87	
N 05°07'01" W		147.24	
34°18'32"	342.00	204.58	105.48
N 28°08'31" E		78.30	
N 18°02'20" E		38.80	
N 40°50'28" W		84.91	
37°02'31"	400.00	258.64	134.02
34°16'32"	300.00	178.47	92.51
48°04'33"	300.00	258.98	138.98
11°21'03"	4080.00	85.51	42.78
20°48'43"	84.75	34.44	17.41
18°58'01"	80.75	28.14	14.21

LEGEND

- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.
- PORTIONS OF LOT 15, 16, 23, BELOW SURFACE OF CENTER DRIVE.
UPPER ELEVATION = 18.00'
LOWER ELEVATION = PROJECTED DOWNWARD
- PORTIONS OF LOT 11, 18, 19, 20, 21, 22, BELOW SURFACE OF CENTER DRIVE.
UPPER ELEVATION = 51.00'
LOWER ELEVATION = 18.00'
- CURVILINEAR LINE IS LINED ABOVE SURFACE OF CENTER DRIVE.
UPPER ELEVATION = PROJECTED UPWARD
LOWER ELEVATION = SEE DETAILS
- NOTE: SEE SHEET 3 FOR DETAIL OF TYPICAL LOT CROSS SECTIONS FOR LOTS 15 THROUGH 21.



IF THE EASTERN OF THE CITY OF LOS ANGELES FOR SURVEY PURPOSES PER DEED RECORDED IN BOOK 54379 PAGE 95, O.R.

IF THE EASTERN OF THE CITY OF LOS ANGELES FOR SURVEY PURPOSES PER DEED RECORDED IN BOOK 54379 PAGE 95, O.R.

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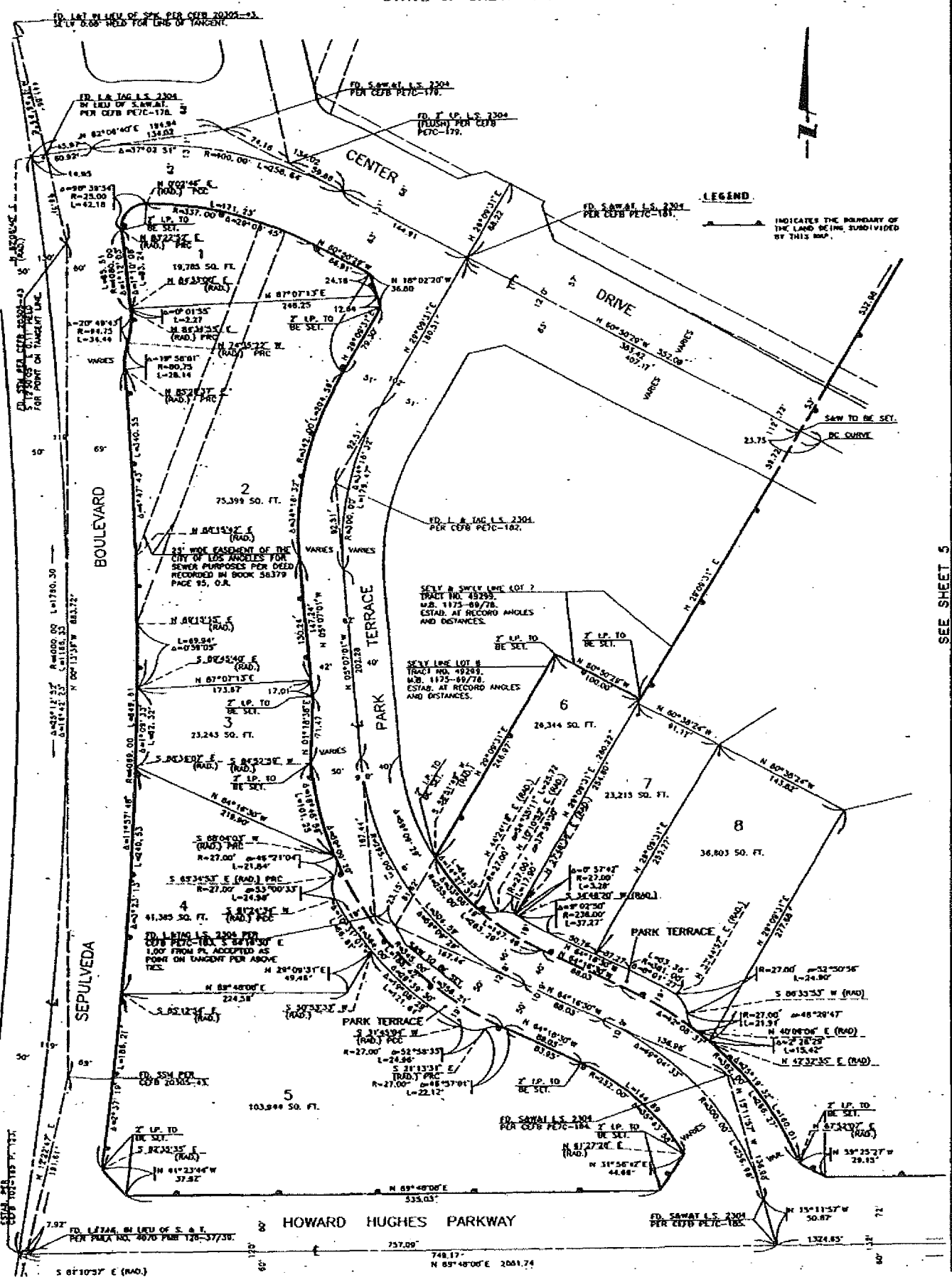
1204/45

SCALE: 1" = 60'

TRACT NO. 51419

IN THE CITY OF LOS ANGELES
STATE OF CALIFORNIA

SHEET 4 OF 9 SHEETS



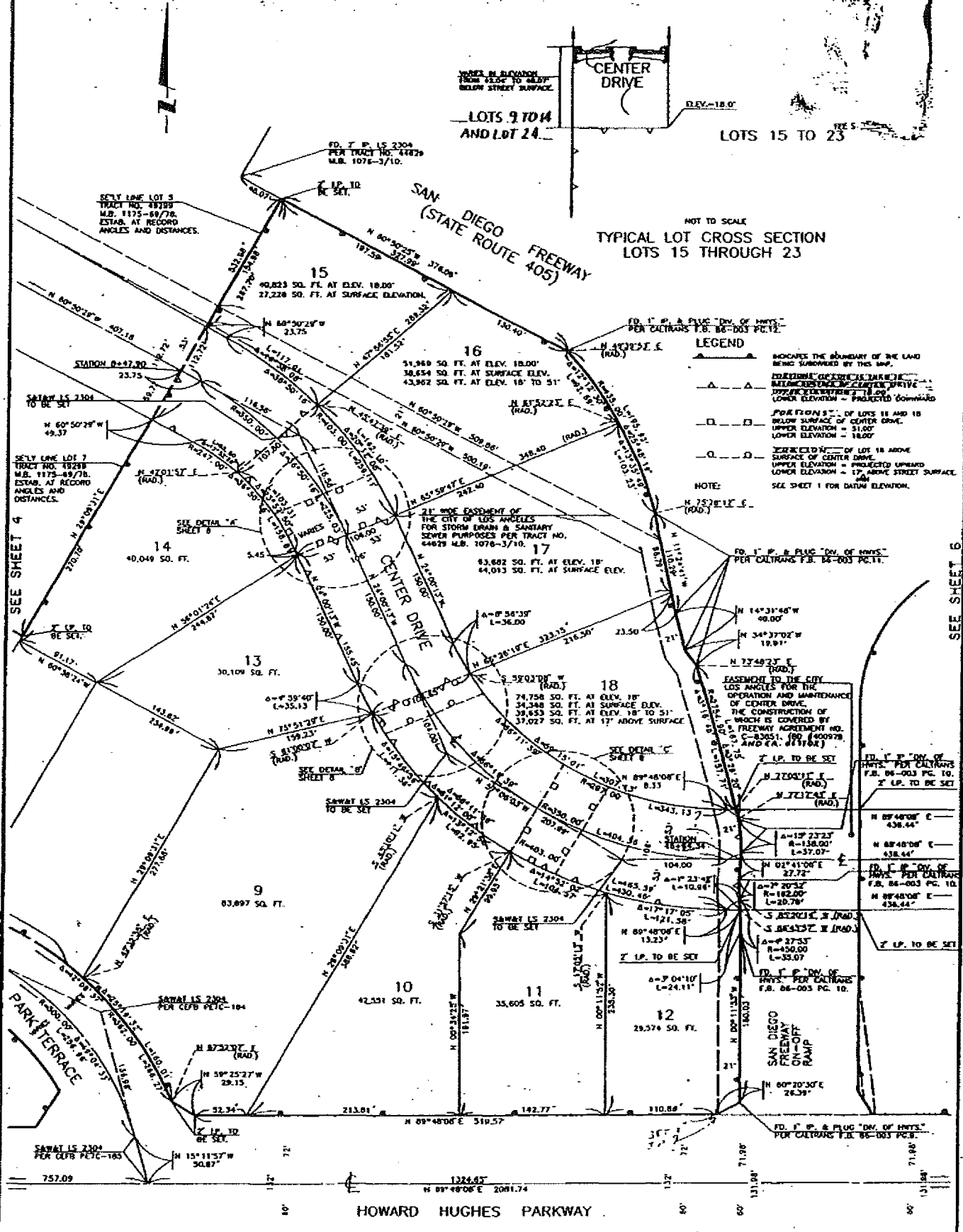
SEE SHEET 5

SCALE: 1" = 60'

TRACT NO. 51419

IN THE CITY OF LOS ANGELES
STATE OF CALIFORNIA

SHEET 5 OF 9 SHEETS



UNDER NO CIRCUMSTANCES SHALL THIS BE USED TO REPLY BELOW STREET SURFACE

CENTER DRIVE

ELEV. -18.0'

LOTS 9 TO 14 AND LOT 24

LOTS 15 TO 23

NOT TO SCALE
TYPICAL LOT CROSS SECTION
LOTS 15 THROUGH 23

LEGEND

- (solid line) BOUNDARY OF THE LAND BEING SUBMITTED BY THIS MAP.
 - - - (dashed line) EASEMENT OR OTHER INTEREST.
 - - - (dotted line) DIFFERENTIAL ELEVATION TO LOWER ELEVATION - PROJECTED DOWNWARD.
 - - - (dash-dot line) FROM ELEVATIONS OF LOTS 15 AND 18 BELOW SURFACE OF CENTER DRIVE. UPPER ELEVATION = 51.00' LOWER ELEVATION = 18.00'
 - - - (long-dash line) ELEVATION OF LOT 18 ABOVE SURFACE OF CENTER DRIVE. UPPER ELEVATION = PROJECTED UPWARD LOWER ELEVATION = 17' ABOVE STREET SURFACE.
- NOTE: SEE SHEET 1 FOR DATUM ELEVATION.

SAN DIEGO FREEWAY (STATE ROUTE 405)

21' WIDE EASEMENT OF THE CITY OF LOS ANGELES FOR STORM DRAIN & SANITARY SEWER PURPOSES PER TRACT NO. 64829 M.B. 1076-3/10.

EASEMENT TO THE CITY OF LOS ANGELES FOR THE OPERATION AND MAINTENANCE OF CENTER DRIVE. THE CONSTRUCTION OF WHICH IS COVERED BY FREEWAY AGREEMENT NO. C-13851, 100 (100078 AND 2A-21198).

STATION 0+27.70

STATION 1+17.05

STATION 2+00.00

STATION 2+83.33

STATION 3+66.67

STATION 4+50.00

HOWARD HUGHES PARKWAY

SCALE: 1" = 60'

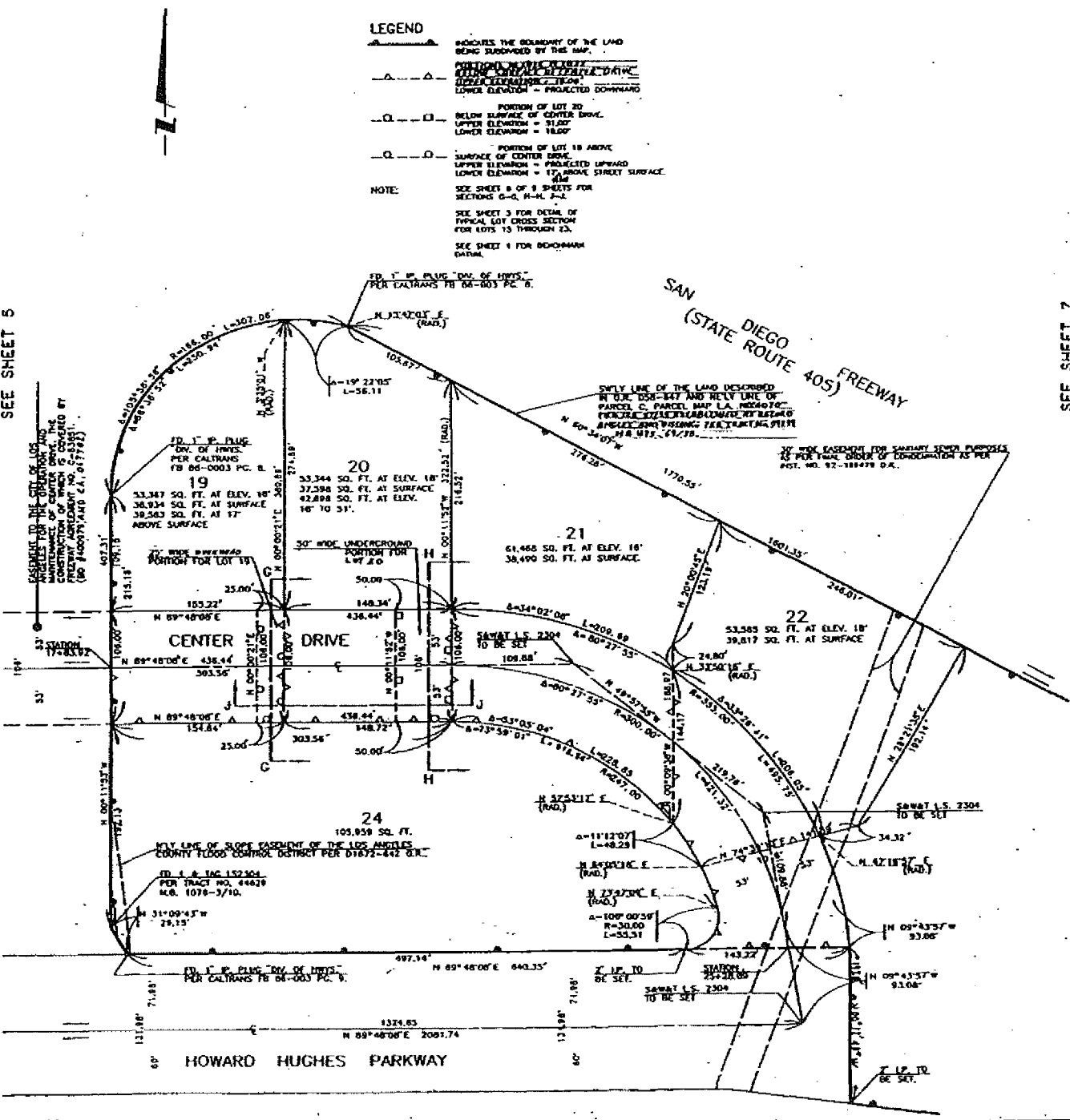
TRACT NO. 51419

IN THE CITY OF LOS ANGELES
STATE OF CALIFORNIA

SHEET 6 OF 9 SHEETS

LEGEND

- - ▲—▲—▲—▲—
 -
 -
- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.
- PORTION OF LOT 20 BELOW SURFACE OF CENTER DRIVE. UPPER ELEVATION = 21.00' LOWER ELEVATION = 18.00'
- PORTION OF LOT 18 ABOVE SURFACE OF CENTER DRIVE. UPPER ELEVATION = 17' ABOVE STREET SURFACE. LOWER ELEVATION = 17' ABOVE STREET SURFACE.
- NOTE: SEE SHEET 8 OF 9 SHEETS FOR SECTIONS D-G, H-K, P-Q.
- SEE SHEET 3 FOR DETAIL OF TYPICAL LOT CROSS SECTION FOR LOTS 18 THROUGH 23.
- SEE SHEET 1 FOR DIMENSION DATA.



SEE SHEET 5

SEE SHEET 7

EASEMENT TO THE CITY OF LOS ANGELES FOR THE UNDERGROUND AND SURFACE OF CENTER DRIVE AND CONTRACTS OF WORK TO BE PERFORMED BY THE CITY OF LOS ANGELES FOR THE SAN DIEGO FREEWAY PROJECT (NO. C-84381) (NO. 240079) AND (A. 017722)

30' WIDE EASEMENT FOR SHARPLY CURVED PURPOSES AS PER TRAC. ORDER OF CONFORMANCE AS PER POST. NO. 92-188478 O.K.

33' EASEMENT TO THE CITY OF LOS ANGELES FOR THE UNDERGROUND AND SURFACE OF CENTER DRIVE AND CONTRACTS OF WORK TO BE PERFORMED BY THE CITY OF LOS ANGELES FOR THE SAN DIEGO FREEWAY PROJECT (NO. C-84381) (NO. 240079) AND (A. 017722)

W/4 LINE OF SLOPE EASEMENT OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT PER D1972-442 O.K.

TO L & INC 152304 FOR TRACT NO. 44629 M.B. 1078-3/10.

TO L & INC 152304 FOR TRACT NO. 44629 M.B. 1078-3/10.

TO L & INC 152304 FOR TRACT NO. 44629 M.B. 1078-3/10.

TO L & INC 152304 FOR TRACT NO. 44629 M.B. 1078-3/10.

TO L & INC 152304 FOR TRACT NO. 44629 M.B. 1078-3/10.

TO L & INC 152304 FOR TRACT NO. 44629 M.B. 1078-3/10.

TO L & INC 152304 FOR TRACT NO. 44629 M.B. 1078-3/10.

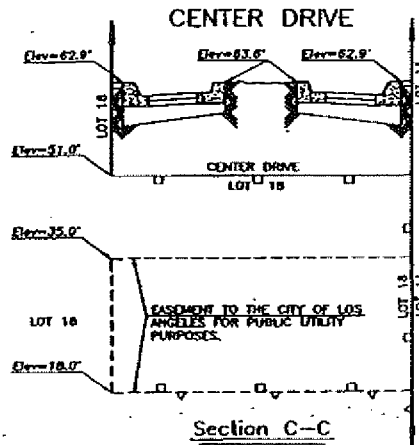
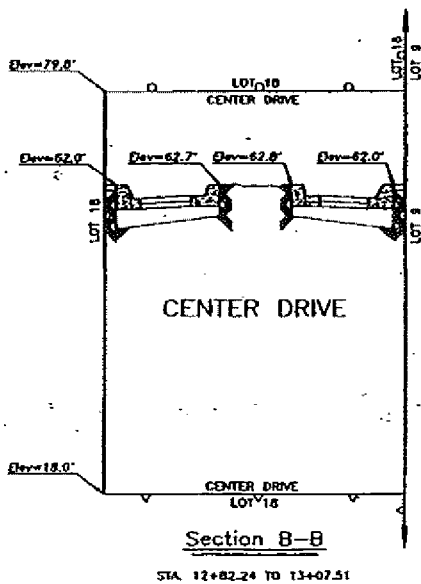
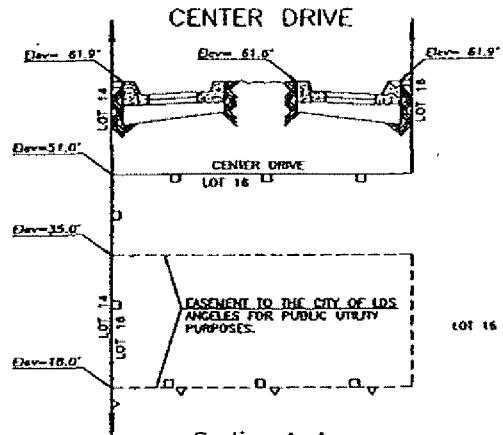
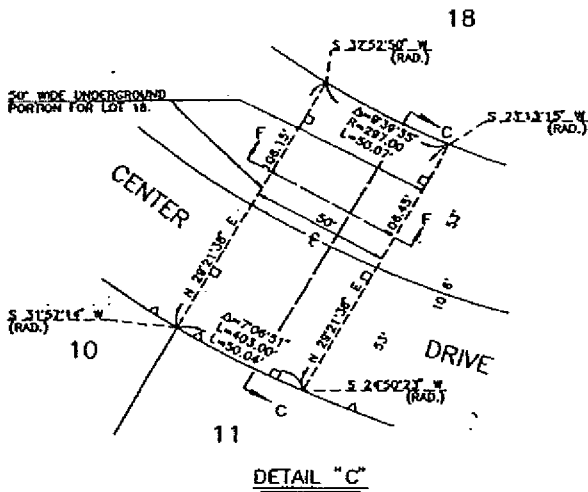
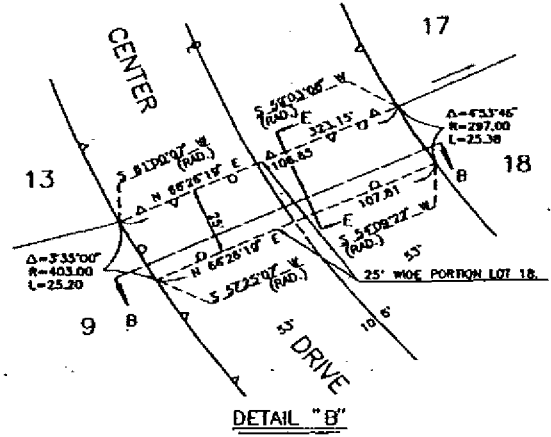
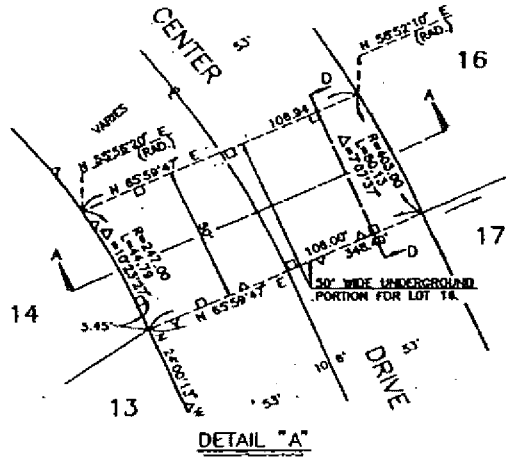
TO L & INC 152304 FOR TRACT NO. 44629 M.B. 1078-3/10.

SCALE: 1" = 30'

TRACT NO. 51419

SHEET 8 OF 9 SHEETS

IN THE CITY OF LOS ANGELES
STATE OF CALIFORNIA



LEGEND

PORTIONS OF LOTS 15 THROUGH 23 BELOW SURFACE OF CENTER DRIVE.
UPPER ELEVATION = 18.00'
LOWER ELEVATION = PROJECTED DOWNWARD

PORTIONS OF LOTS 18 AND 16 BELOW SURFACE OF CENTER DRIVE.
UPPER ELEVATION = 51.00'
LOWER ELEVATION = 18.00'

PORTIONS OF LOTS 18 ABOVE SURFACE OF CENTER DRIVE.
UPPER ELEVATION = PROJECTED UPWARD
LOWER ELEVATION = SEE DETAILS

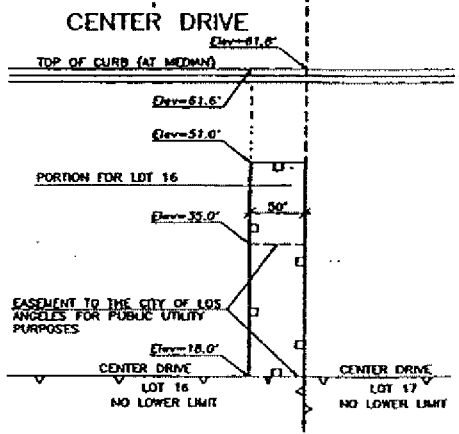
NO SCALE

TRACT NO. 51419

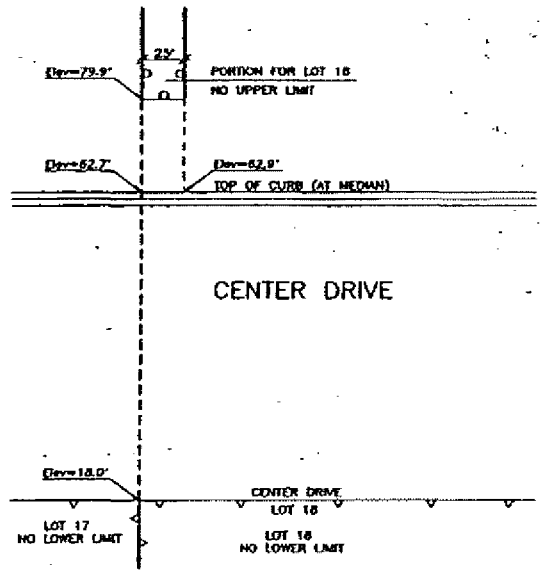
SHEET 9 OF 9 SHEETS

IN THE CITY OF LOS ANGELES
STATE OF CALIFORNIA

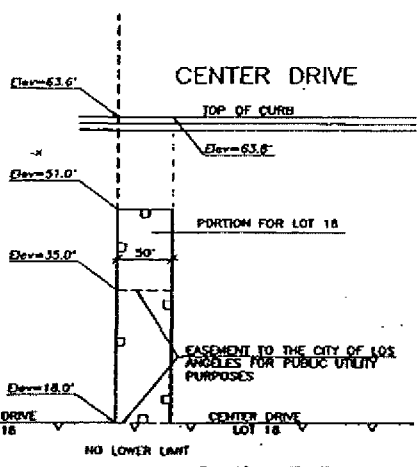
- LEGEND**
- BELOW SURFACE OF CENTER DRIVE
UPPER ELEVATION = 18.00'
LOWER ELEVATION = PROJECTED DOWNWARD
 - BELOW SURFACE OF CENTER DRIVE
UPPER ELEVATION = 51.00'
LOWER ELEVATION = 18.00'
 - ABOVE SURFACE OF CENTER DRIVE
UPPER ELEVATION = PROJECTED UPWARD
LOWER ELEVATION = SEE DETAILS



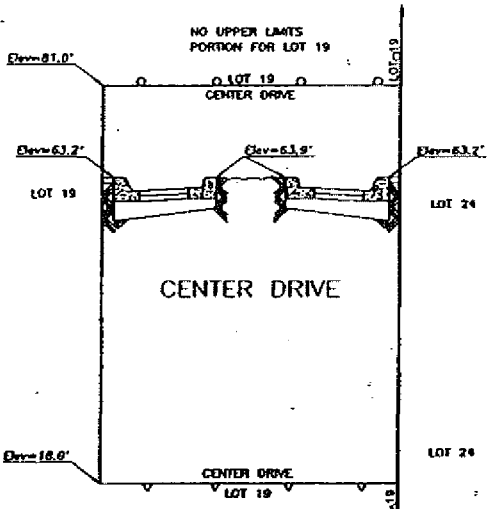
Section D-D



Section E-E

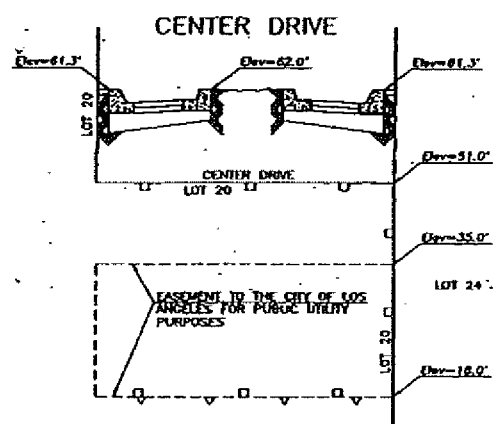


Section F-f



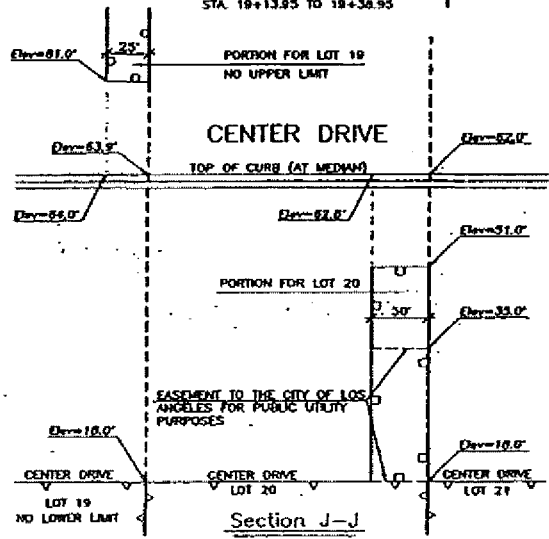
Section G-G

STA. 19+13.95 TO 19+36.95



Section H-H

STA. 20+37.48 TO 20+67.48



Section J-J

CITY OF LOS ANGELES
CALIFORNIA



RICHARD J. RIORDAN
MAYOR

DEPARTMENT OF
CITY PLANNING
221 N FIGUEROA STREET
LOS ANGELES, CA 90012-2001

CITY PLANNING
COMMISSION

PETER M. WEIL
PRESIDENT
JORGE JACKSON
VICE-PRESIDENT
MARNA SCHNABEL
ROBERT L. SCOTT
NICHOLAS H. STONNINGTON

GABRIELE WILLIAMS
COMMISSION EXECUTIVE ASSISTANT
(213) 580-5234

Date: NOV 04 1999

EXECUTIVE OFFICES
16TH FLOOR

CON HOWE
DIRECTOR
(213) 580-1160

FRANKLIN P. EBERHARD
DEPUTY DIRECTOR
(213) 580-1163

GORDON B. HAMILTON
DEPUTY DIRECTOR
(213) 580-1165

ROBERT M. SUTTON
DEPUTY DIRECTOR
(213) 580-1167

FAK: (213) 580-1176

INFORMATION
(213) 580-1172

Arden Realty Limited Partnership
6701 Center Drive West, Suite 1400
Los Angeles, CA 90045
Attn: Mike Russell

Latham & Watkins
633 W. 5th Street
Los Angeles, CA 90071
Attn: Dale Neal

Re: Tract No. 35269
Council District No. 6

LETTER OF CLARIFICATION

On January 24, 1986, in accordance with provisions of Section 17.03 of the Los Angeles Municipal Code, the City Council conditionally approved Tentative Tract No. 35269 as a commercial subdivision of 63 lots, commonly known as Howard Hughes Center ("HHC") and located at 6900 Sepulveda Boulevard.

The recent realignment of Center Drive, as reflected on Tract No. 51419 (a final map unit of Tract No. 35269), resulted in a reconfiguration of parcels with areas (previously street) with no height designation. That has created a need for a new height limit exhibit under Condition No. 19 that clearly shows how the height limits approved under Tract No. 35269 are intended to apply to the existing recorded parcels.

Additionally, Arden Realty Limited Partnership, the current owners of the undeveloped portion of HHC, proposes to increase the size of the "open court" or "open area court" (the terminology used in Condition of Approval No. 15d of Tract No. 35269) or "Cent. Square" (the terminology used in Exhibit D to the Conditions of Approval of Tract No. 35269) previously proposed by Howard Hughes Properties, Limited Partnership on Parcel F of Tract No. 35269 and to spread the open space represented thereby throughout the center of HHC (i.e., on portions of Parcels B,C,D,E,F and G of Tract No. 35269) rather than concentrating it in one location (i.e., Parcel F). In Tract No. 35269, Parcel F is 66,211 square feet. There will be at least that much open space area on portions of Parcels B,C,D,F and G of Tract No. 35269, with the final configuration thereof being determined as buildings are constructed.

PUBLIC COUNTER & CONSTRUCTION SERVICES CENTER
201 NORTH FIGUEROA STREET, ROOM 300 - (213) 977-6083
VAN NUYS - 6251 VAN NUYS BLVD., 1st FLOOR, VAN NUYS 91401 - (818) 756-0596

AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER

Recycle and save for recycled items

Therefore, consistent with the City Council's intent in approving the tract and subsequent modification on October 16, 1998, the following conditions of Tract No. 35269 should be clarified and corrected to read as follows:

Condition 15a

Total construction may not exceed 1,950,000 square feet of office and retail (including a maximum 100,000 square feet of retail and a maximum 100,000 square-foot fitness center), a 250,000 square feet entertainment center with supporting retail plus a minimum of 600 hotel rooms. Retail space ancillary to any hotel use, typically located in a luxury, deluxe or first-class hotel and clearly intended for the convenience of hotel patrons, shall be excluded from the 100,000 square foot limit on retail. This total shall include the 400,000 square feet of commercial office which has already been approved by the City under P.M. LA No. 4070.

Condition 15d

Construction shall proceed according to the following phasing plan:

- Phase I: 400,000 square feet of building area (for which the applicant has already received approval), and landscaped buffers on Lots OS2 through OS6 as shown on Revised Tentative Tract No. 35269, stamp-dated July 26, 1985.
- Phase II: Development shall be permitted up to a maximum of an additional 675,000¹ square feet of office/retail, a 250,000 square feet entertainment center, 600 hotel rooms, and commencement of construction of Parcel OS1 as a private park.
- Phase III: Development shall be permitted up to a maximum of an additional 415,000¹ square feet of office/retail. If not in this Phase, construction of portions of Parcels B, C, D E, F and G as an open area court of at least 66,211 combined total square feet shall occur in Phase IV.

No building permits shall be issued for Phase III unless and until:

- (1) The subdivider's Transportation Coordinator has consulted with LADOT to review the TDM Program with special consideration given

¹ In Phases II, III, and IV, office/retail space may be exchanged for additional hotel rooms in accordance with Condition No. 15b.

to (2) below;

and

(2) The subdivider has, at his own expense, taken counts of inbound and outbound p.m. peak-hour traffic (derived from Phases I and II based upon actual or assumed occupancy of at least 66%) at intervals and locations determined to be reasonable by the Department of Transportation and has demonstrated to the satisfaction of DOT the following:

(a) Trip generation has not exceeded the overall project maximum of 4,785 inbound (IB) and outbound (OB) p.m. peak hour trips;

and

(b) Trip reduction of 10% IB and OB p.m. peak hour trips has been successfully achieved when compared to the number of trips that would have been generated in Phases I and II with no trip reduction;

or

(c) In the event that a 10% reduction in (b) above has not been achieved, DOT shall determine that all reasonable attempts were made to achieve such reduction; and 115,000 square feet of commercial office space shall be excluded from Phase III and placed in Phase IV.

Phase IV: No building permits shall be issued for Phase IV unless and until:

The subdivider has, at his own expense, taken counts of IB and OB p.m. peak-hour traffic (derived from a cumulative total of 1.148 million square feet occupied or assumed to be occupied in Phases I-III) at intervals and locations determined to be reasonable by the Department of Transportation and has demonstrated to the satisfaction of DOT the following:

(a) If a TDM success rate of 17% or better for combined Phase I, II and III IB and OB p.m. peak hour trips has been successfully achieved when compared to the number of trips that would have been generated by Phases I, II and III with no trip reduction; then development shall be permitted up to a maximum of an additional 460,000 square feet.

or

- (b) In the event 115,000 square feet has been withheld from Phase III construction under Condition No. 15d Phase III (2), then development up to a total of an additional 575,000 square feet shall be permitted under the terms of (a) above;

and

- (c) In the event the TDM success rate is less than 17% in (a) above, then the subdivider may construct an increment of 460,000 square feet or 575,000 square feet as noted in (a) and (b) above, which, in the judgment of LADOT and the Advisory Agency, would not result in an IB and OB p.m. peak hour trip generation in excess of 4,785 trips for the entire project.

Change Condition No. 19 to read:

That the heights of buildings shall not exceed those shown on the chart attached hereto as Exhibit D, as clarified by the Composite Height Diagram for Howard Hughes Center dated November 2, 1999 attached hereto. In the event of any conflict between the chart and the diagram, the diagram shall determine the specific height permitted.

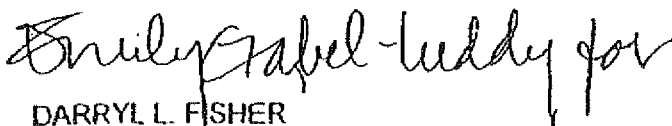
With respect to the "Bldg. Function" category on Exhibit "D", the intent of such category was to be illustrative and descriptive and not to have any regulatory effect under Tract No. 35269.

Relative to Condition No. 21, it should be noted that since the revision to the current design plans may affect the intent of the requirement to provide an on-site transit center, the developer shall meet and confer with the City of Los Angeles Department of Transportation regarding necessary details to implement Condition No. 21.

All other conditions remain unchanged.

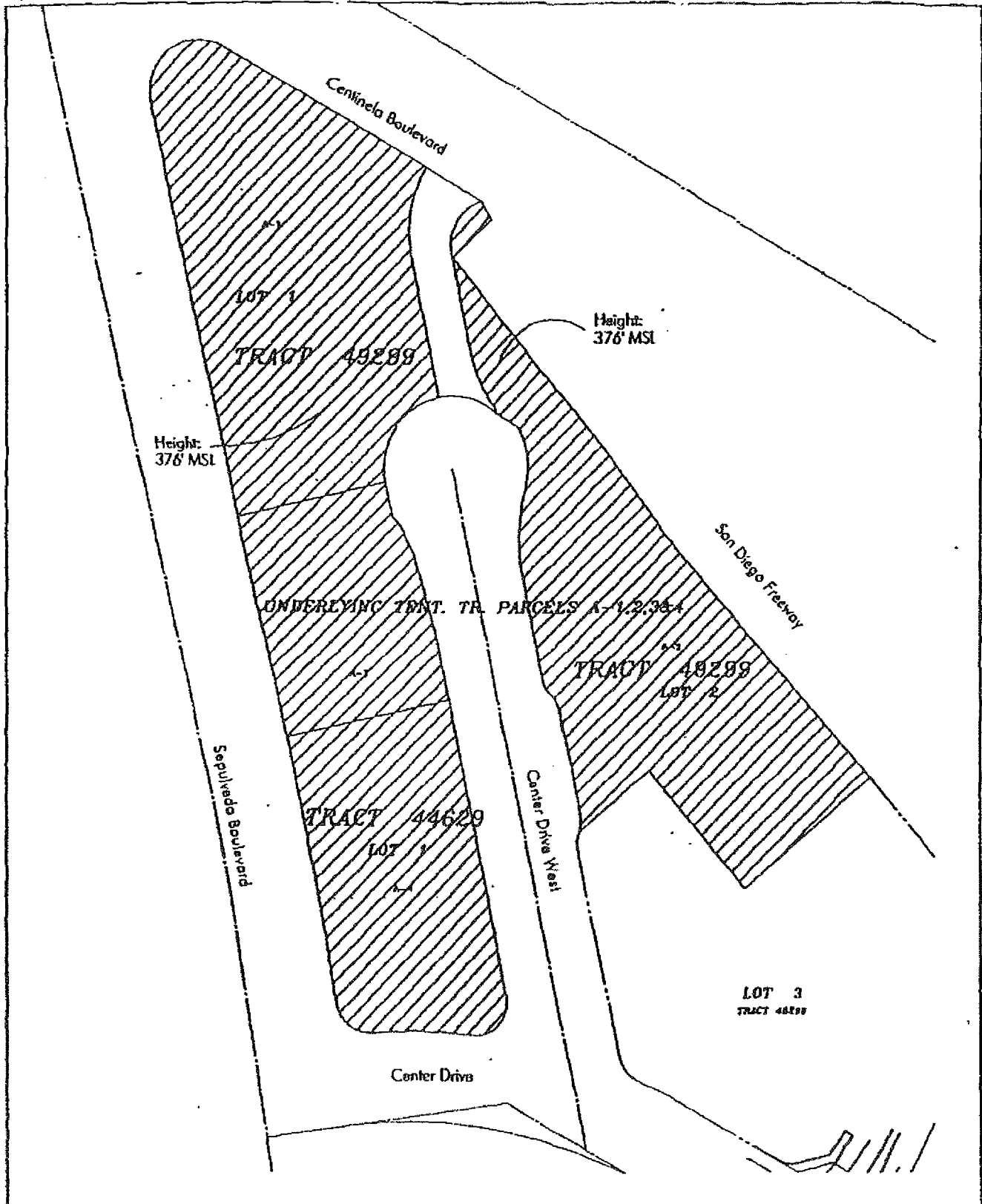
Sincerely,

Con Howe
Advisory Agency

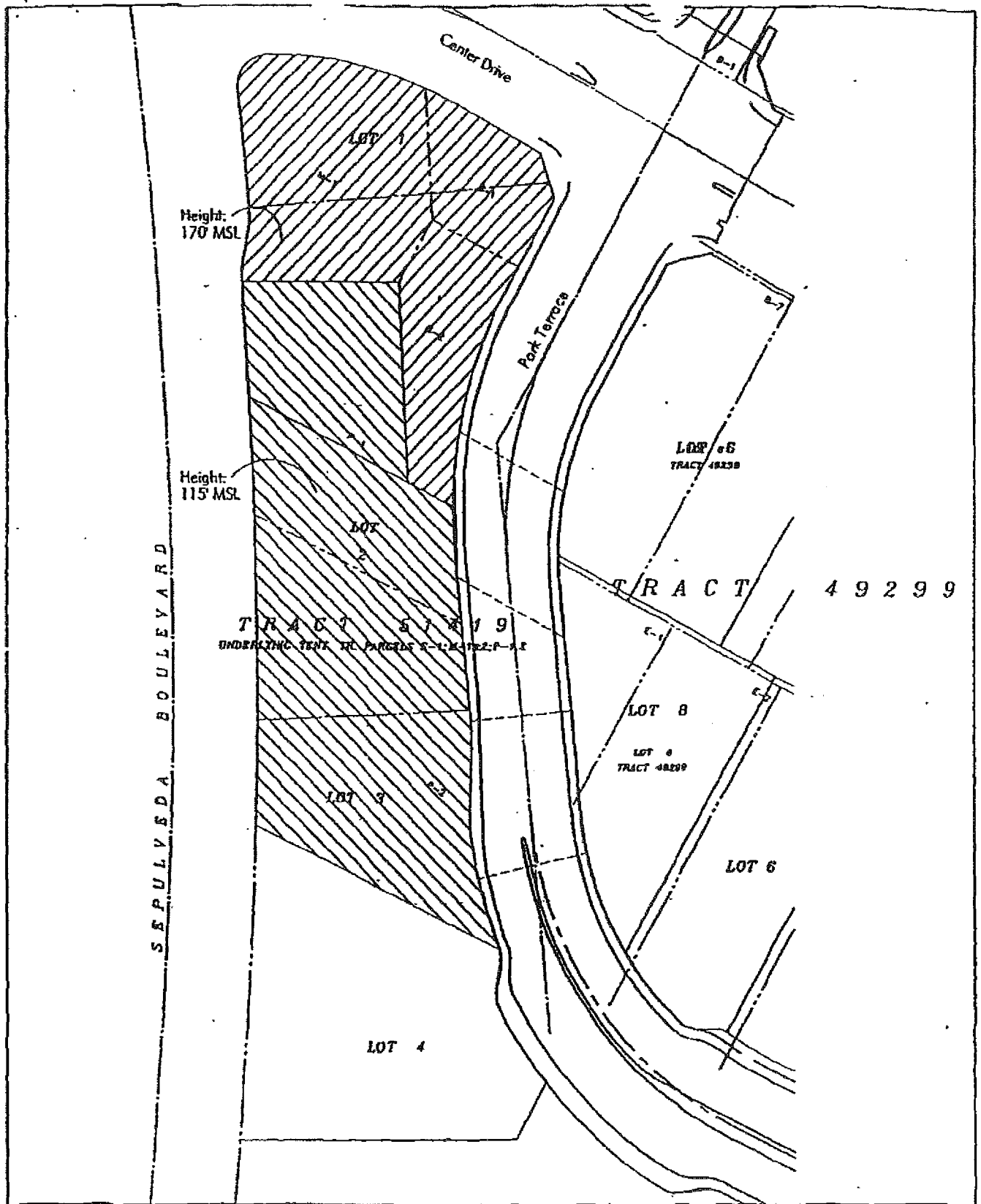


DARRYL L. FISHER
Deputy Advisory Agency

DLF:DK:oss

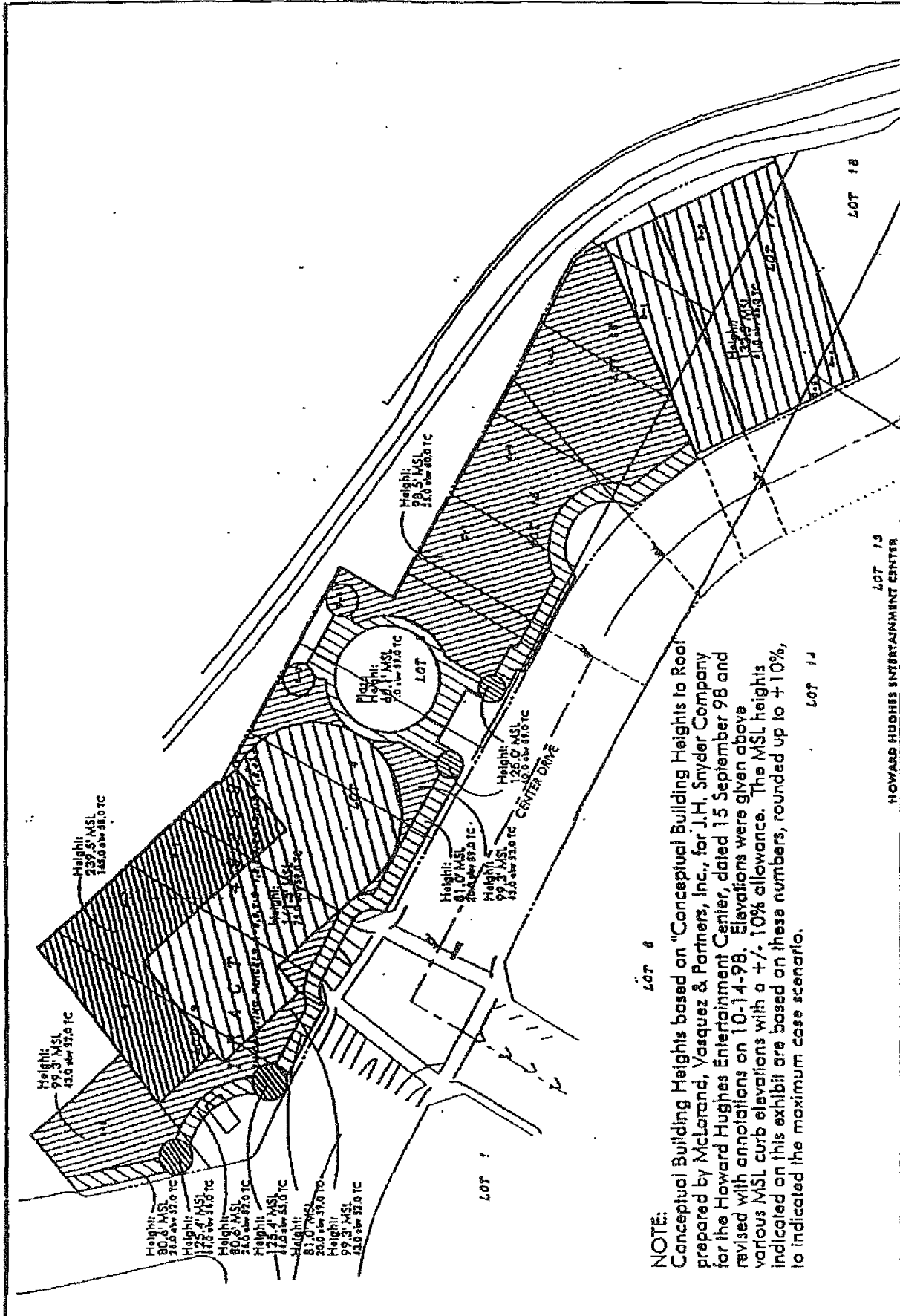


HOWARD HUGHES CENTER
 TRACT #49289 LOTS 1&2
 TRACT #44629 LOT 1



HOWARD HUGHES CENTER
TRACT #51419 (LOTS 1-3)

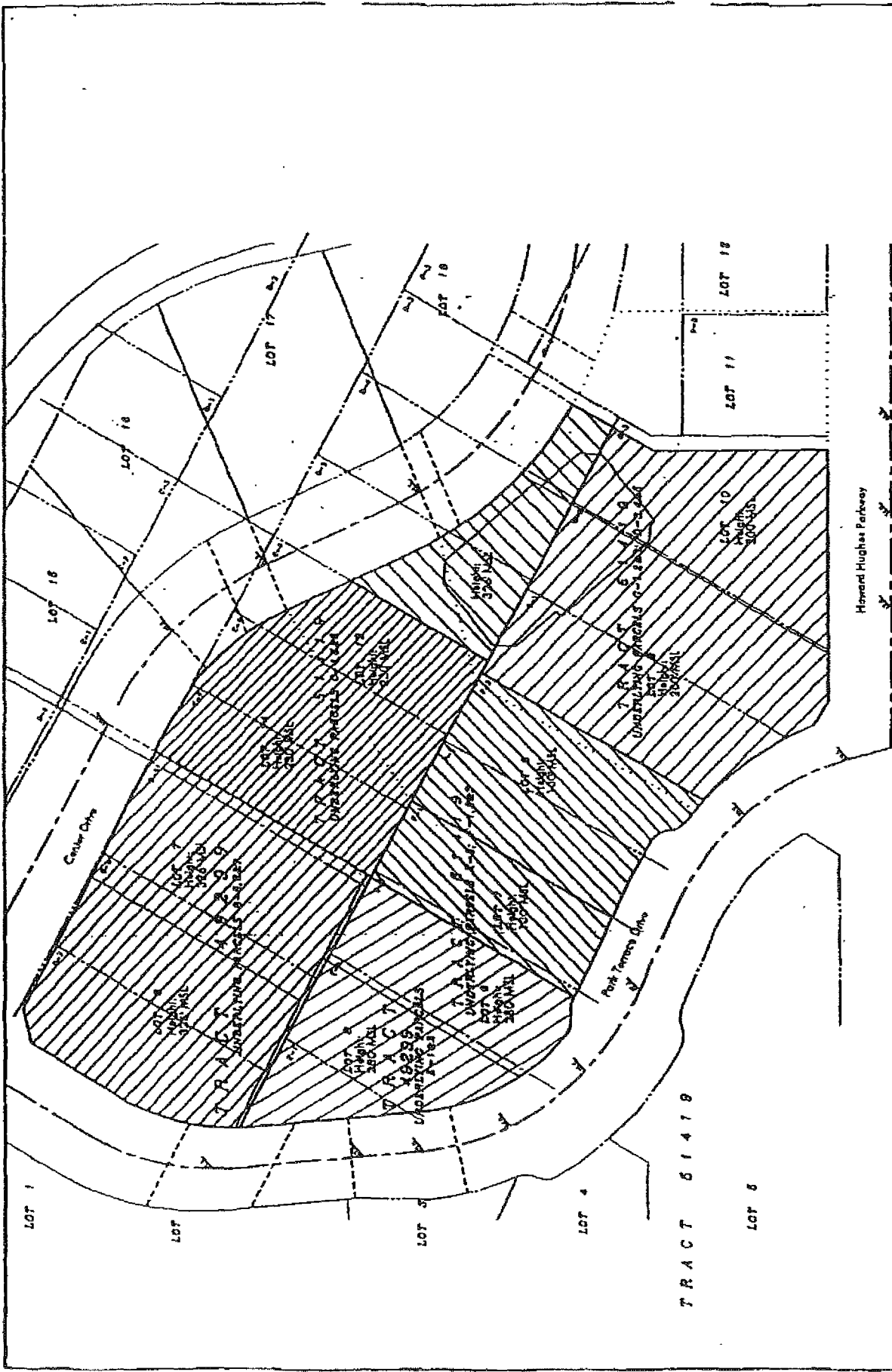




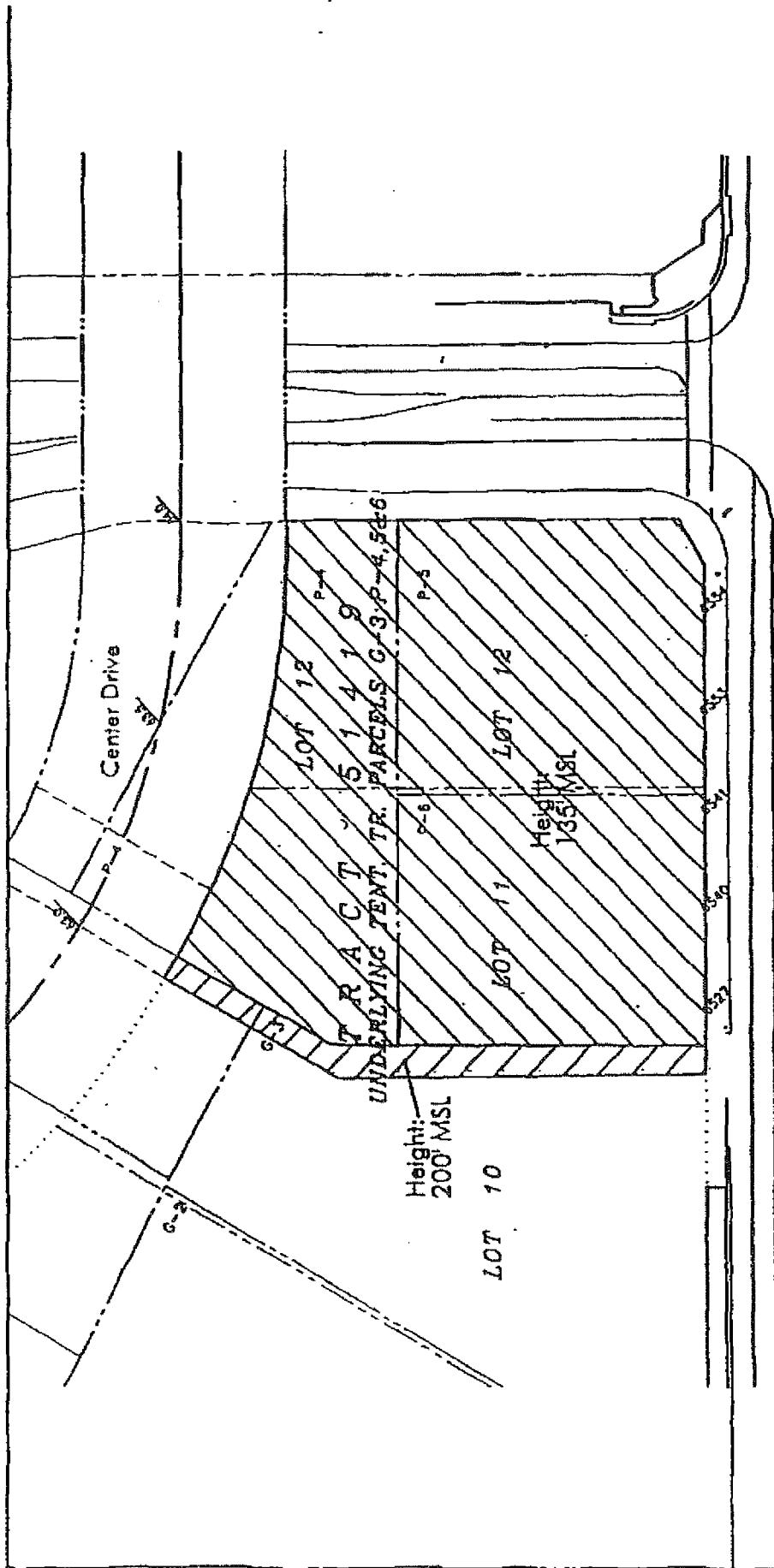
NOTE:
 Conceptual Building Heights based on "Conceptual Building Heights to Roof" prepared by McLaren, Vasquez & Partners, Inc., for J.H. Snyder Company for the Howard Hughes Entertainment Center, dated 15 September 98 and revised with annotations on 10-14-98. Elevations were given above various MSL curb elevations with a +/- 10% allowance. The MSL heights indicated on this exhibit are based on these numbers, rounded up to +10%, to indicated the maximum case scenario.

LOT 13
 HOWARD HUGHES ENTERTAINMENT CENTER
 TRACT # 49299 (LOTS 9, 9A, 10, 16)
 TRACT # 61419 (LOT 17 PARTIAL)

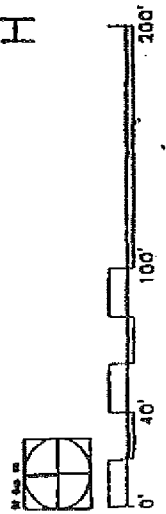


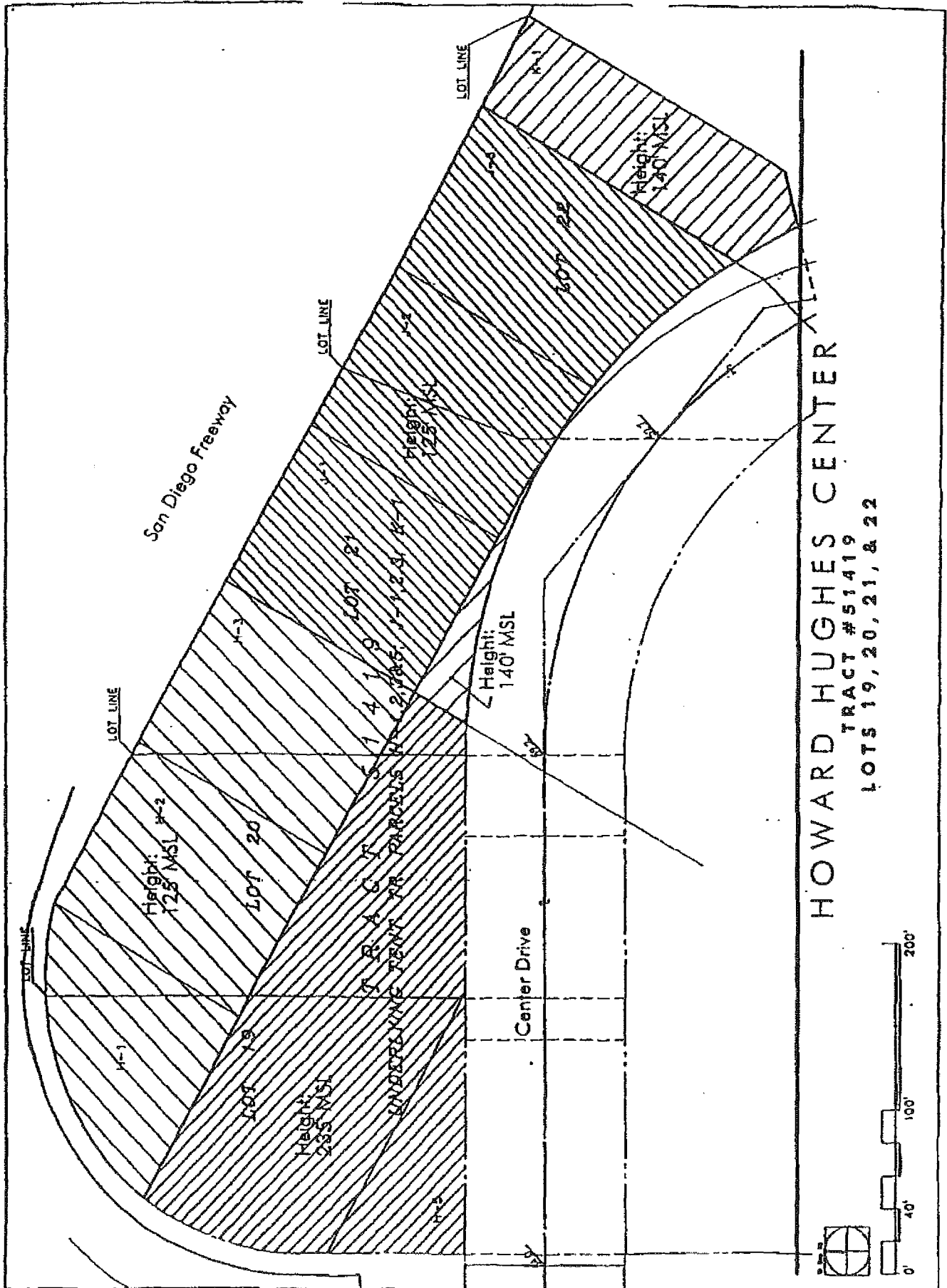


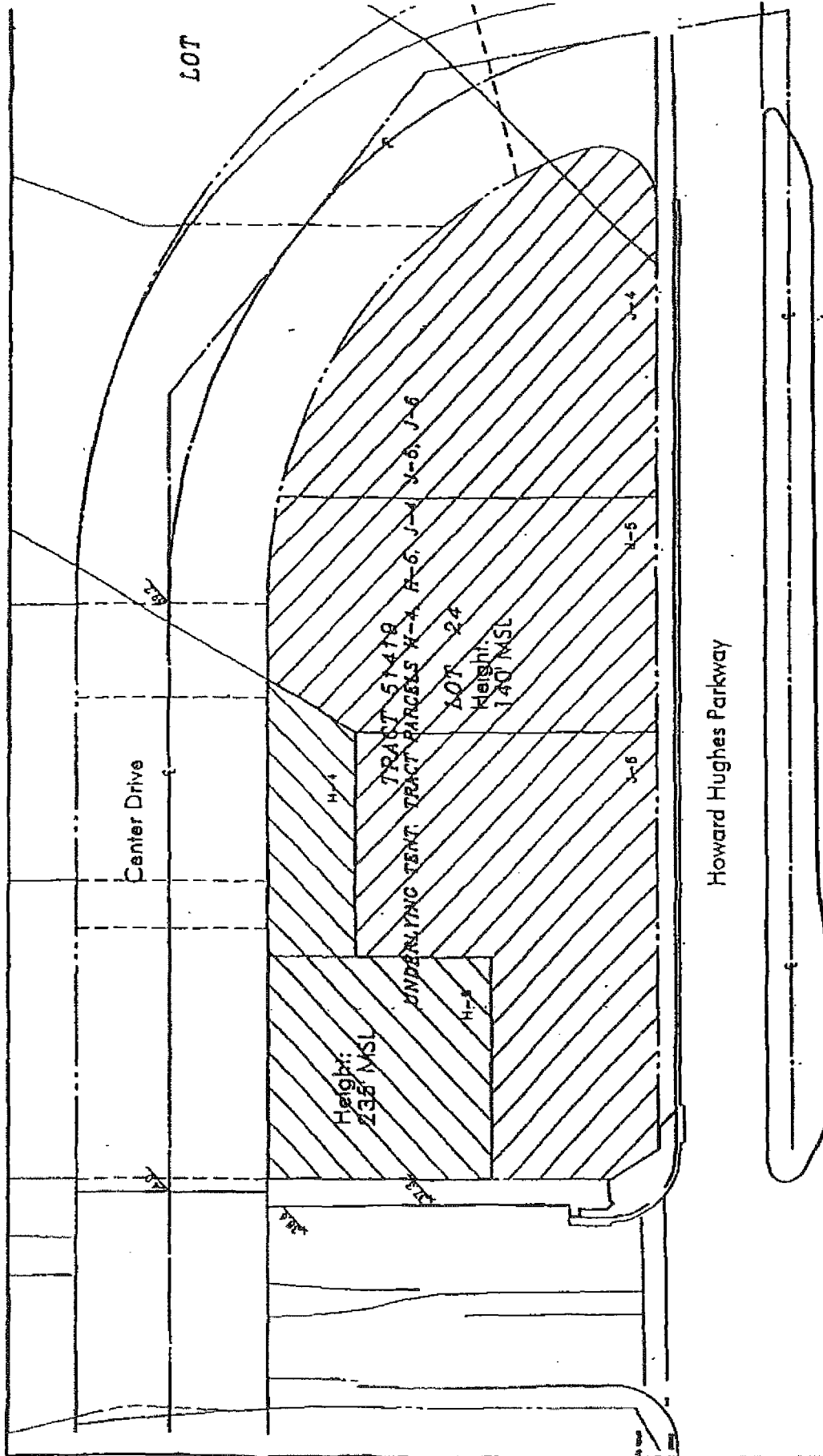
HOWARD HUGHES CENTER
 TRACTS 61419 (LOTS 4,7,8,9)
 TRACTS 61419 (LOTS 6-14)



HOWARD HUGHES CENTER
TRACT #51419
LOTS 11 & 12

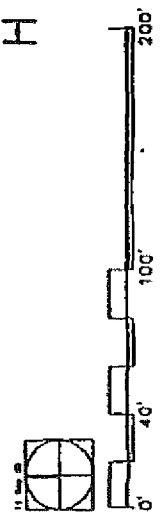


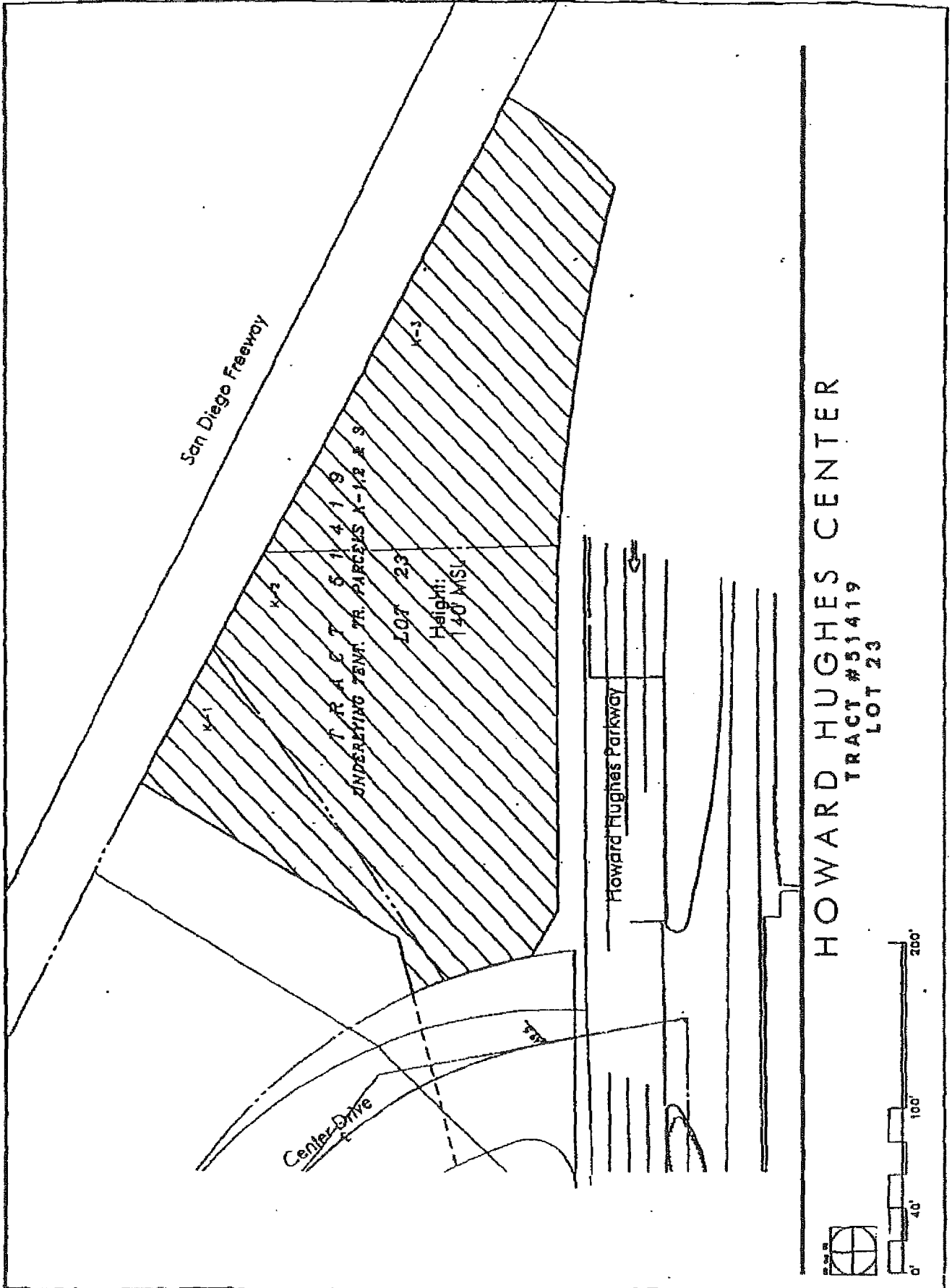




HOWARD HUGHES CENTER

TRACT #51419
LOT 24





Condition No. 19

Demonstrate on the solar analysis both the winter solstice (9 a.m., 3 p.m.) and summer solstice (8 a.m., 4 p.m.) shading of trees being planted with reference to their type and anticipated size at maturity. The summer analysis shall only be applicable where shading affects adjacent properties and recreational areas. Indicate existing adjacent buildings and recreation facilities showing effects of proposed landscape shading. Indicate prevailing breezes when high-rise structures are involved (six stories or more).

The names, addresses, phone number of the landscape architect and applicant shall be shown on the plans. Plans shall be signed by the landscape architect with license number. The landscape architect will certify on the landscape plan that she/he has reviewed the approved "Solar Access report" before preparing the landscape plan.

A maintenance and irrigation plan, with special consideration for the barrier wall along the southerly property line.

That the subdivider execute a covenant and agreement that each property owner will become a member of a property owner's association formed for the purpose of maintaining the TDM program and all landscaped areas and all other common areas particularly the open space areas as shown on Revised Tentative Tract No. 35269 stamp dated July 25, 1985. In the event that Caltrans permits construction of a water feature at the point of ingress and egress of the southbound freeway ramps, it shall be the responsibility of the association to maintain the related elements as well as other water-related elements within the project site.

That the heights of buildings shall not exceed those shown in the chart attached hereto as Exhibit D.

Prior to recordation of the first final map for the project, the subdivider shall execute and record against the property a covenant and agreement, in form and substance satisfactory to the City Attorney, pursuant to which the subdivider shall agree that the owner(s) or successor(s) in interest of the property involved in this tract will participate in any benefit assessment district or any trust fund based upon a formula or criteria which is applicable to all new development within the Coastal Transportation Corridor Specific Plan Area if and to the extent such benefit assessment district or ordinance establishing such trust fund is otherwise applicable on its effective date to buildings in the project and if and to the extent the project or portions thereof are not otherwise excluded or exempt from the application of such benefit assessment district or ordinance.

EXHIBIT D to
 TMM 35-269

HOWARD HUGHES CENTER
 PROPOSED MAXIMUM HEIGHT OF BUILDINGS

Parcel No.(s)	Parcel No.(s)	Bldg. No.(s)	Bldg. Function	Finish Grade Elevation ¹	Max. Ht. Above Fin. Grade	Maximum Stories ²	Max. Elev. Elevation	Alton Hazard Elev. Limit ³
A1, A3, A4	A1, A3		Office & Parking ⁴	30-38± ft.	340 feet	26 stories	376 ft.	376 ft.
A2, A5-A7	A2, PA		Offices & Parking	36-42± ft.	340 feet	26 stories	376 ft.	376 ft.
B1-B4 B5-B7	PB B		Parking Offices or Hotel & Parking	60± ft. 50-55± ft.	85 feet 175 feet	6 levels 20 stories	125 ft. 326 ft.	326 ft. 326 ft.
C1-C3 C4-C6	PC C		Parking Office & Parking	60± ft. 50-55± ft.	65 feet 175 feet	6 levels 12 stories	125 ft. 230± ft.	326 ft. 326 ft.
D1-D2 D3-D5	PC D		Parking Office & Parking	60± ft. 50-55± ft.	65 feet 280 feet	6 levels 20 stories	125 ft. 326± ft.	326 ft. 326 ft.
E1-E3	E		Hotel & Parking	55-60± ft.	220 feet	20 stories	280± ft.	326 ft.
F1-F3	F		Cent. Square & Parking	55± ft.	45 feet	3 stories	100± ft.	326 ft.
G1-G3	G		Office or Hotel & Parking	55-65± ft.	145 feet	10 stories	200± ft.	326 ft.
H1-H3 H4-H5	PH H		Parking Office & Parking	60± ft. 50-60± ft.	65 feet 175 feet	6 levels 12 stories	125 ft. 325± ft.	326 ft. 325 ft.
J1-J3 J4-J6	PIK J		Parking Office & Parking	60-65± ft. 45-55± ft.	65 feet 90 feet	6 levels 6 stories	125 ft. 140± ft.	326 ft. 326 ft.
K1-K3	K		Office or Hotel & Parking	50-60± ft.	75 feet	6 stories	140± ft.	326 ft.
M1-M2	M		Office or Hotel & Parking	60-65± ft.	110 feet	8 stories	170± ft.	326 ft.
P1-P2	PEM		Parking & Fitness	60-65± ft.	50 feet	5 levels/ stories	115 ft.	326 ft.
P3-P6 S1	PD, PG None		Parking Service Tunnel	60± ft. 55-60± ft.	75 feet No. bldg.	7 levels No bldg.	135 ft. No. bldg.	326 ft. 326 ft.

Notes: ¹ Above sea level
² Above grade
³ Includes area within Road IV traffic circle
⁴ Building function includes project monument in traffic circle

SOURCE: PLANNING CONSULTANTS RESEARCH,
 PSOMAS & ASSOCIATES

The project site, as well as the surrounding area are presently developed with structures and do not provide a natural habitat for either fish or wildlife.

In accordance with Section 21081.6 of the Public Resources Code (AB 3180), the Deputy Advisory Agency has assured that the above identified mitigation measures will be implemented by requiring reporting and monitoring as specified in Condition No. 24.

The custodian of the documents or other material which constitute the record of proceedings upon which the Advisory Agency's decision is based are located with the City of Los Angeles, Planning Department, 200 North Spring Street, Room 750, Los Angeles, CA 90012.

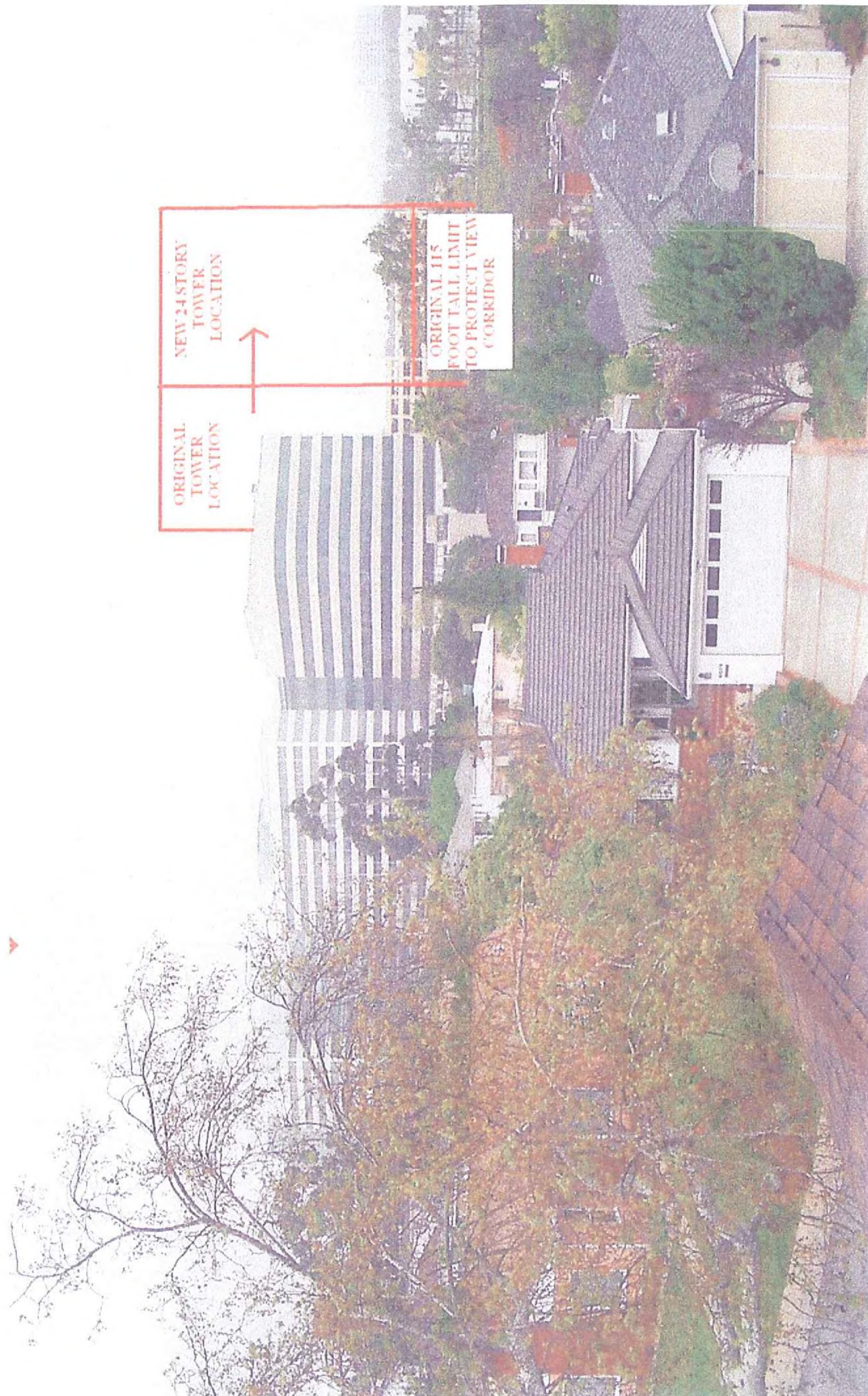
FINDINGS OF FACT (SUBDIVISION MAP ACT)

In connection with the approval of Vesting Tentative Tract Map No. 70318-CN, the Advisory Agency of the City of Los Angeles, pursuant to Sections 66473.1, 66474.60, .61 and .63 of the State of California Government Code (the Subdivision Map Act), makes the prescribed findings as follows:

(a) **THE PROPOSED MAP WILL BE CONSISTENT WITH APPLICABLE GENERAL AND SPECIFIC PLANS.**

The adopted Westchester - Playa del Rey Community Plan designates the subject property for Regional Commercial land use with the corresponding zone of C2. The property is located within the Los Angeles Coastal Transportation Corridor Specific Plan. The property contains approximately 2.7 net acres (117,654.8 net square feet after required dedication) and is presently zoned C2-1. The proposed development of a 325-unit apartment building and 1,500 square feet of commercial space on Lot No. 1 (located at 6040 Center Drive) and the proposed development of a 225-unit residential condominium on Lot No. 2 (located at 6055 Center Drive) will be allowable pursuant to LAMC Section 12.22-A, 18(a) which permits R5 density (200 square feet of lot area per dwelling unit) on lots with Regional Commercial land use designations. The "Deputy Advisory Agency" required the applicant to reduce their request to 225 residential condominiums on Lot No. 2 to comply with the permitted density. The direction to revise the number of units from 275 to 225 is without prejudice to the Applicant's ability to apply for the remaining 50 units authorized by the Second Amendment to the Howard Hughes Development Agreement. Consequently, the applicant redesigned the building on Lot No. 2, decreasing the height of the building from 326' MSL to a uniform height of 268' MSL.

The applicant also requested approval for Floor Area Ratio Averaging for the properties located at 5900, 5901, 6040 and 6055 Center Drive will be allowable with approval of a Vesting Conditional Use Permit (case no. ZA-2008-3887-



ORIGINAL
TOWER
LOCATION



NEW 24-STORY
TOWER
LOCATION

ORIGINAL 115
FOOT TALL LIMIT
TO PROTECT VIEW
CORRIDOR



Source: Google Earth Pro, 2009.



CHRISTOPHER A. JOSEPH & ASSOCIATES
Environmental Planning and Research

Photograph Location Map



View of the viewing site at 6038 75th Street.

Source: Christopher A. Joseph & Associates, 2009.



CHRISTOPHER A. JOSEPH & ASSOCIATES
Environmental Planning and Research

Photograph 1



View from in front of 6038 75th Street looking north toward project site.

Source: Christopher A. Joseph & Associates, 2009.



CHRISTOPHER A. JOSEPH & ASSOCIATES
Environmental Planning and Research

Photograph 2



View from in front of 6038 75th Street looking northwest.

Source: Christopher A. Joseph & Associates, 2009.



CHRISTOPHER A. JOSEPH & ASSOCIATES
Environmental Planning and Research

Photograph 3



View from in front of 6038 75th Street looking northeast.

Source: Christopher A. Joseph & Associates, 2009.



CHRISTOPHER A. JOSEPH & ASSOCIATES
Environmental Planning and Research

Photograph 4



View from in front of 6038 75th Street looking northeast.

Source: Christopher A. Joseph & Associates, 2009.



CHRISTOPHER A. JOSEPH & ASSOCIATES
Environmental Planning and Research

Photograph 5