

**CORRESPONDENCE/HANDOUTS  
FROM  
MARCH 12, 2007  
COUNCIL MEETING**

LEONARD M. MARANGI\*  
WILLIAM S. JOHNSTONE, JR.\*  
DON MIKE ANTHONY\*  
WILLIAM K. HENLEY\*  
CLARK R. BYAM\*  
MARC R. ISAACSON\*  
SUSAN T. HOUSE\*  
DIANNE H. BUKATA  
GENE E. GREGG, JR.\*  
R. SCOTT JENKINS\*  
DALE R. PELCH\*  
KARL I. SWAIDAN\*  
CHRISTIANNE F. KERNS\*  
MICHAEL A. ABRAHAM  
LAURA V. FARBER\*  
CHRISTOPHER J. CURRER  
JULIETTE M. HARRHY  
TODD R. MOORE  
CANDICE K. ROGERS  
RITA M. DIAZ  
DEBORAH D. MERRYMAN  
HAEGYUNG CHO

\* PROFESSIONAL CORPORATION

**HAHN & HAHN LLP**  
INCLUDING PROFESSIONAL CORPORATIONS  
**LAWYERS**  
NINTH FLOOR  
301 EAST COLORADO BOULEVARD  
PASADENA, CALIFORNIA 91101-1977

BENJAMIN W. HAHN 1889-1932  
EDWIN F. HAHN 1872-1951  
HERBERT L. HAHN 1893-1982  
STANLEY L. HAHN 1910-2005

**RETIRED PARTNERS**  
DAVID K. ROBINSON  
LOREN H. RUSSELL  
RICHARD L. HALL

**OF COUNSEL**  
GEORGE R. BAFFA

TELEPHONE  
(626) 798-9123

FACSIMILE  
(626) 449-7357

AUTHOR'S E-MAIL  
rsjenkins@hahnlawyers.com

March 8, 2007

The Honorable William J. Bogaard, Mayor  
Members of the City Council  
CITY OF PASADENA  
117 East Colorado Boulevard  
Pasadena, California 91105

Re: Ambassador West Project, 300 West Green Street

Dear Mayor Bogaard and City Council Members:

We write you on behalf of the project team (Sunrise Senior Living, Standard Pacific Homes, and Dorn-Platz) to request that you adopt the Staff Recommendation for the Ambassador West Project at your next scheduled City Council hearing on Monday, May 12, 2007.

We attach a Project Summary highlighting some of the many beneficial aspects of this development proposal.

The Project involves the following: 248 senior life/care units (200 ownership/48 rentals); 70 new residential condominiums; 46 renovated multi-family rental units; 1 renovated single family residence; 25,734 square feet of space and 2 renovated structures for Maranatha support uses; and, 7,834 square feet of space in a converted residence for professional office uses.

The Project is consistent with the applicable West Gateway Specific Plan. The Specific Plan encourages less development in the portions of the block closest to residential neighborhoods to the west and south, and recommends "more intense development along Green Street and St. John Avenue."

The Project (1) preserves every historically significant building identified in the Specific Plan, (2) retains nearly all existing open space, gardens, courtyards, water features and lawns, including the Great Lawn (72% of the site will remain as open space), (3) incorporates on-site all required inclusionary housing units (the equivalent of 42 moderate income units), (4) is below the overall housing density permitted for the site and does not utilize any of the applicable density bonuses, (5) will provide public access to the gardens, (6) provides new underground parking, (7) will not result in any significant traffic impacts, (8) encourages pedestrian mobility and access to adjacent commercial areas, (9) preserves in place nearly 75 percent of protected

trees and other trees, and relocates on site the majority of the remaining trees; (10) complies with the City's Green Building Ordinance, and (11) is respectful of the adjacent Ambassador Auditorium.

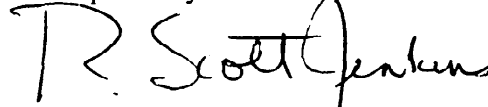
Very importantly, as a result of over 2 years of meetings with interested parties, with relatively minor comments, the Project is recommended for approval by the West Pasadena Residents Association, Pasadena Heritage, Pasadena Beautiful, and Maranatha High School.

The only organized opposition to the Project is from Harvest Rock Church. The Church apparently has no objection to the Upper Campus portion of the Project. Instead, the Church feels that the size and mass of the senior assisted living units along Green Street will "dwarf and overwhelm Ambassador and its beautiful surroundings," and that "critical parking spaces needed by Ambassador patrons and performers will disappear."

We acknowledge that the Sunrise buildings are larger than the existing Administration Building which will be demolished and that existing interim parking arrangements (under which the Church is allowed to use the site for parking without charge) will be changed. We remind you, however, that the intensification of use at this corner was expressly recommended and authorized by the Specific Plan. By creating more development at the Sunrise location, the other wonderful aspects of the Project -- preserving historic structures, retaining open space, incorporating on-site affordable housing, preserving trees, and so forth -- are possible. Significantly, the Sunrise building will be lower in height than the Ambassador Auditorium, will be located 88 feet away from the Auditorium at its nearest point (more than twice the width of St. John Avenue), and is 10 feet farther away from the Auditorium than the existing Administration Building. Plus, Sunrise is continuing its reexamination of the south façade of the proposed building to create even more compatibility with the design of the Auditorium. With respect to the parking issue, Sunrise will allow Auditorium patrons and performers to use available parking at market rates.

The Ambassador West Project represents an appropriate balancing of different but compatible land uses (private school, church, office, senior assisted living, and residential / ownership and rental / market and affordable) while incorporating in a congenial way new buildings with historic structures, retaining existing open space, gardens and water features, protecting trees of all types, and encouraging public access to facilitate an interactive pedestrian environment. We agree with the Staff Recommendation and ask that you support this very well-planned Project.

Respectfully submitted,



R. Scott Jenkins  
of HAHN & HAHN LLP

RSJ:nls

## AMBASSADOR WEST – PROJECT SUMMARY

1. The Project Site is in the western part of Pasadena on 19.72 acres of the property commonly known as “Ambassador College, West Campus.” The block in which the Site is located is bounded by Orange Grove Boulevard on the west, Green Street on the north, St. John Avenue on the east, and Del Mar Boulevard on the south.

2. Not a part of the Project are the following parcels:

- a. The Ambassador Auditorium parcel currently owned by Harvest Rock Church;
- b. The southeastern portion of the block currently owned by Maranatha High School; and,
- c. The southwestern portion of the block currently owned by five separate homeowners.

3. The Project involves the development of the following:

- a. 248 senior life/care units (200 condominiums / 48 rentals);
- b. 70 new residential condominiums;
- c. 46 renovated multi-family rental units;
- d. 1 renovated single-family residence;
- e. 25,734 square feet of space in two renovated structures for Maranatha support uses; and,
- f. 7,834 square feet of space in a converted residence for professional office uses.

4. Consistent with the West Gateway Specific Plan, the Project will develop less dense housing in the portion of the site that is closest to the residential neighborhoods to the south and west, and the higher density senior life/care facility will be located along Green Street, adjacent to commercial and other non-residential uses, and away from residential neighborhoods.

5. The Project will cause all onsite historic structures to be retained and renovated, including the Merritt Mansion, Terrace Villa, the South Orange Grove Apartments, the Mayfair Mansion, the Rankin House, Villa Francesca West and East, Grove Manor and Manor Del Mar.

6. The Project will retain nearly all existing open space, gardens, courtyards, water features and lawns, including the Italian Gardens, the Merritt House East Garden, the Mayfair Villa Campus Mall (also known as the Great Lawn), the Kate Fowler East Garden, Grove Plaza

Stream and Walkway, Memorial Hall Garden and Reflecting Pool, Edaw Garden, and Tempietto Folly and Water Feature. The Rose Garden will be relocated onsite.

7. No historically significant resource will be removed from the Site.
8. The Project will provide for public easements to ensure public access to the important open space areas at the Site.
9. The Project will include the equivalent of 42 moderate income affordable housing units onsite, by including very low-income units and low-income units, and will not displace any affordable units.
10. The Project density will be substantially below the overall housing density permitted for the Site under the West Gateway Specific Plan.
11. The Project will not utilize any of the significant density land use bonuses that are applicable and that would otherwise be available. (A 30% density bonus is granted under SB 1818, which could provide for a 10-story building as a matter of right.)
12. Project parking for new construction will be provided in subterranean structures beneath each structure. Additional service and covered at-grade parking will be properly screened. A limited number of spaces will be provided in the existing Maranatha High School garage.
13. The Project will not result in any significant traffic impacts at any of the 18 studied intersections. Traffic increases at two of eight studied street segments will be properly mitigated.
14. The Project encourages pedestrian mobility by providing walking paths, installing pedestrian signage guides, preserving significant open space, and generally creating a pleasant and inviting outdoor experience.
15. The senior life/care building will be located for ease of use adjacent to several bus lines, commercial services, and other existing infrastructure.
16. The Project is consistent with the City's Tree Protection Ordinance and protects the substantial tree canopy on the Site, although some protected trees will need to be removed or relocated onsite.
17. The Project will comply with the City's recently adopted Green Building Ordinance, and incorporate water and energy conservation programs.
18. The senior life/care building is respectful of the adjacent Ambassador Auditorium by being located at a considerable distance from the Auditorium, by utilizing a height that does not exceed that of the Auditorium, and by incorporating other massing, articulation, and design elements that make for a compatible interface with the adjacent buildings. In addition, the Project will facilitate public access to onsite open space, including the Great Lawn, for easier access to and viewing of the Auditorium.

19. The Project supports adopted community character and site planning principles by creating an overall design that incorporates in a congenial way new and historic buildings, retains existing open space, gardens and water features, utilizes City of Gardens standards where appropriate, and encourages public access to facilitate an interactive pedestrian environment.

20. With relatively minor comments, the Project has been reviewed and recommended for approval by the West Pasadena Residents Association and Pasadena Heritage, among other local groups.

# THE SILVERSTEIN LAW FIRM

A Professional Corporation

215 NORTH MARENGO AVENUE, 3RD FLOOR,  
PASADENA, CALIFORNIA 91101-1504

PHONE: (626) 449-4200 FAX: (626) 449-4205

ROBERT@ROBERTSILVERSTEINLAW.COM  
WWW.ROBERTSILVERSTEINLAW.COM

March 7, 2007

## VIA PERSONAL DELIVERY

Michelle Beal Bagneris, City Attorney  
Theresa E. Fuentes, Deputy City Attorney  
City of Pasadena  
215 North Marengo Ave., 1<sup>st</sup> Floor  
Pasadena, CA 91104

RECEIVED  
07 MAR -8 AIO :14  
CITY CLERK  
CITY OF PASADENA

Re: Ambassador West Project; Harvest Rock Church Objections

Dear Ms. Bagneris and Ms. Fuentes:

### **I. INTRODUCTION**

Our firm represents Harvest Rock Church ("HRC"). HRC owns portions of the land on the area known as the Ambassador campus. These comments, concerns and objections are focused on the lower campus Sunrise building portion of the Ambassador West project.

From the time it learned of the lower campus Sunrise building portion of the Ambassador West project ("the Project"), HRC has sought reassurance from the City and developers that the Project would not unreasonably interfere with HRC's use and enjoyment of its property. HRC has also expressed concern on behalf of itself and the public that the massive scale of the Project, which will loom over the adjacent iconic Ambassador Auditorium owned by HRC, will forever destroy the beauty of the culturally and historically significant Ambassador campus.

Over the past few weeks, serious concerns about the legality of the Project have come to light. For example, HRC recently discovered that part of the land that Sunrise and Dorn Platz intend to develop is, in fact, owned by HRC. (See Exhibit 1.) A loading dock and parking lot entrance of the lower campus Sunrise building are proposed to be built on HRC's land. Part of the land that the applicant proposes to dedicate for a public park also belongs to HRC. (See Exhibit 2.)

HRC's calculations evidence that the Project requires floor area beyond the development allocation provided for under the Pasadena Zoning Code. Further, there are not enough transferable development rights to accommodate the 339,000 square foot lower campus Sunrise building.

Lastly, the project's Final Environmental Impact Report ("FEIR") does not meet the requirements of the California Environmental Quality Act ("CEQA"). The FEIR fails to

---

Michelle Beal Bagneris, City Attorney  
Theresa E. Fuentes, Deputy City Attorney  
March 7, 2007  
Page 2

accurately describe the proposed project, excludes any discussion of an alternative that would allow the project to be built on a smaller scale, and does not analyze or mitigate many significant adverse impacts to the environment.

We submit this letter to you and urge the City Council to seriously consider the following issues before allowing the Project to proceed, and to deny approval of the project's FEIR.

**II. NEW EVIDENCE SHOWS THAT HRC'S REAL PROPERTY IS BEING USED AS PART OF THE PROJECT WITHOUT HRC'S PERMISSION.**

In January 2007, HRC's surveyor uncovered serious irregularities regarding the City's approval of a 2006 land transfer on the Ambassador campus. The City issued a Certificate of Compliance for AACP II<sup>1</sup>, the project applicant, thereby allowing a lot line adjustment that transferred land belonging to HRC to AACP II without notifying or obtaining permission from HRC.

The portion of HRC's land that was erroneously transferred is now proposed to include a loading dock and an ingress/egress to the subterranean parking structure for the lower campus Sunrise building.

As you may know, the land was originally a single parcel owned by the Worldwide Church of God. After the land was divided, it was discovered that a lot line ran through the existing Administration Building north of the Ambassador Auditorium. To account for this error, an encroachment easement was created for the life of the building. A future, permanent lot line adjustment was contemplated.

In 2006, the City issued a Certificate of Compliance, without HRC's knowledge or consent, which transferred land to AACP II not only within the area of the encroachment easement, but also over an additional area of land belonging to HRC. (See Exhibit 1, "Parcel Exhibit with Proposed Building.")

Apparently, the City performed no due diligence in issuing the Certificate of Compliance. According to the file, someone named "Mark Knapp" applied for the lot line adjustment on behalf of AACP II without the legal authority to do so. Yet the City issued a Certificate of Compliance approving the land transfer. Under normal circumstances, where two separate and distinct owners are moving a lot line to transfer a portion of one's land for the benefit of the other, both record owners would participate. The issuing agency would normally verify the current title report, the names and signatures of the real owners, and the notarized authorization.

---

<sup>1</sup> While the FEIR identifies the project applicant as "AACP II," HRC has seen it named alternatively as "ACPII" or "AACP."



Michelle Beal Bagneris, City Attorney  
Theresa E. Fuentes, Deputy City Attorney  
March 7, 2007  
Page 3

The City performed the 2006 land transfer, which has since become a part of the land's title despite the fact that the title was and is not "clear," even though the person applying had no authority to do so and without notifying or seeking permission of HRC.

The deed related to this land transfer is also defective because it does not state that the land is subject to and subordinate to all easements. HRC has an interest in preserving both its own access to the surrounding areas, such as Green Street and Del Mar Boulevard, by means of the easements, as well as making certain that they are not overburdened. The Planning Commission noted this and asked that it be clarified before the project is approved. The deed and issue of land ownership must be resolved immediately, before either the FEIR or the Project is approved.

HRC is researching its remedies relating to the erroneous transfer of its land and the defective deed. The deed and issue of land ownership must be resolved immediately, before either the EIR or the Project is approved.

Another issue relating to HRC's ownership of land is that the project applicant plans to dedicate the Great Lawn area to the City of Pasadena for a public park. However, part of the Great Lawn is owned by HRC. (See Exhibit 2.) Thus, if the City "takes," or allows the developer to use part of HRC's property for use as a public park, it will be effecting an inverse condemnation of HRC's property.

Due to the failure of the developer and City to provide HRC with detailed plans regarding the proposed park usage and public events, HRC is left to speculate as to the adverse impacts and nuisance that the Project will have on the church and the Ambassador Auditorium. We understand that numerous special events per year would be allowed at the park. There has been a failure in the EIR to disclose, analyze and potentially mitigate the land use, traffic, public safety and other impacts associated with this intended park use.

### **III. THE PROJECT EXCEEDS THE DEVELOPMENT ALLOCATION PROVIDED FOR IN THE PASADENA ZONING CODE [P.M.C. 17.36.060]**

The project depends upon 43,560 square feet of surface floor area that is being granted by City staff, with no opportunity for public review. HRC does not believe that City staff members have the legal authority to perform this action. City staff rely upon an allocation of "75 units" discussed in the General Plan and West Gateway Specific Plan. However, the units are allocated on a "first come, first served" basis depending upon the issuance of a building permit. At least 71 of the 75 units have already been allocated to other projects. Clearly, City staff took the liberty of addressing the Project's shortfall by granting the precise amount of floor area needed for the project, but do not offer any authority, calculations or explanations in support.

Because the development allocation is insufficient for the Project, the Project does not comply with applicable codes. The applicant must follow proper procedure by applying for a

Michelle Beal Bagneris, City Attorney  
Theresa E. Fuentes, Deputy City Attorney  
March 7, 2007  
Page 4

variance or an adjustment permit, allowing for oversight and review, as well as an opportunity for the public to comment.

**IV. THERE IS AN INSUFFICIENT NUMBER OF TRANSFERABLE DEVELOPMENT RIGHTS TO ACCOMMODATE THE PROJECT.**

The Project proposes to receive a Transfer of Development Rights (“TDR”) to build a 339,000 square foot lower campus Sunrise Building, allegedly in compliance with the West Gateway Specific Plan. While the Specific Plan allows a TDR to equalize development rights on the campus, in this case, the transfer is intended to allow an oversized, massive building three times larger than could otherwise be built. Sunrise needs the transfer of more than 250,000 square feet of development rights to build the lower campus building.

HRC calculates that the transferable area available for the project is 210,480. Sunrise has a total on-site development allocation of 197,354 square feet. Yet, the required amount of TDR to accommodate the project is 252,626. Thus, the Project falls short by over 40,000 square feet of TDR. (See Exhibit 3, “Ambassador Auditorium Development Rights Analysis.”)

Additionally, more than 50,000 square feet of the development rights that the Project seeks are from gardens and walkways. A goal of TDRs is to preserve open space in one area and concentrate development in another. Because the gardens and walkways cannot be developed anyway, there are no development rights to transfer. The proposed TDR from gardens and walkways is illusory and creates an artificially and illegally high number of TDR to support the oversized Project.

Another portion of development rights that Sunrise seeks is from the Standard Pacific property, which is already being developed. Thus, it does not have development rights to transfer to another portion of the campus.

TDRs are private agreements. The City may approve them but is under no obligation to give them effect, particularly when it results in a project that is incompatible with its surroundings. The ordinance requires that the resulting development on the receiver site be within the height and density limits of the zone, including the mass and scale. The City must investigate whether the Project can legitimately obtain the amount of necessary development rights.

**V. THE PROJECT’S FEIR VIOLATES CEQA.**

**A. THE FEIR FAILS TO DISCUSS AND ANALYZE A REASONABLE RANGE OF PROJECT ALTERNATIVES.**

CEQA requires that a project’s EIR discuss a reasonable range of project alternatives so that a project’s significant adverse impacts can be mitigated or avoided. The FEIR here admits

that the Project construction will cause significant adverse impacts on air quality and permanent negative impacts to the aesthetics of the campus.

The Ambassador campus is unique and has great cultural and historic significance to the public. The FEIR recognizes the historic importance of the structures and gardens on the campus. The City should not shirk its duty to the public to require mitigation measures where feasible to protect this important resource. The FEIR fails to provide a reasonable range of project alternatives that could both meet the objectives of the Project while maintaining the aesthetic integrity and historic significance of the Ambassador campus, or mitigating at least mitigating the acknowledged significant impacts.

The FEIR's discussion of project alternatives is inadequate. The FEIR describes two versions of a "no project" alternative and another housing project that would not require additional building. While these alternatives are environmentally superior to the proposed Project, the FEIR summarily dismisses them because they allegedly fail to meet the Project's stated objective of providing senior and low-income housing. In fact, the lower campus Sunrise building does not contain any "low-income" housing.

There is no discussion of a project alternative that allows for senior and/or low-income housing on a scale that would be more appropriate to the size, scale and aesthetics of the lower campus. Such an alternative would fulfill the Project's objectives while mitigating the current project's "unavoidable" significant adverse impacts to aesthetics. Reducing the scale of the lower campus Sunrise building would also reduce the negative impacts to the environment from construction.

The City has a duty to seriously consider additional alternatives that would provide a more modest lower campus building which could mitigate the Project's adverse impacts.

**B. THE FEIR FAILS TO ADEQUATELY DESCRIBE THE PROPOSED PROJECT.**

CEQA requires EIRs to contain accurate descriptions of the setting of the proposed development and the project's impacts in relation to that "environmental baseline."

Unless the issue of land ownership and transfer of development rights can be resolved, the Project's current FEIR is based on outdated information, rendering the document inaccurate and misleading. For example, the FEIR is premised on the mistaken assumption that the Project sits only on land owned by the applicant. Yet it now appears that HRC owns part of the land. At this time, HRC does not give permission for its land to be developed.

Moreover, the current project assumes there are enough TDRs to build a 339,000 square foot lower campus Sunrise Building. HRC does not believe this to be true.

Michelle Beal Bagneris, City Attorney  
Theresa E. Fuentes, Deputy City Attorney  
March 7, 2007  
Page 6

Further, there are easements throughout the campus, burdening the land so that all owners have access. (See Exhibit 4.) The FEIR shows no map of the easements and provides no analysis as to how they may be impacted or overburdened.

The project applicant is now negotiating with the City regarding converting the Great Lawn area into a public park as a component of the project. The FEIR does not describe this part of the project. It does not discuss how many visitors the park could accommodate or the number of special events that would be planned each year. A new public park on the Ambassador campus will have potentially significant adverse impacts to land use and planning, historical and cultural resources, public services, aesthetics, noise, transportation and traffic, recreation and utilities. There would be maintenance and security costs for the City and for the neighboring property owners. Yet, there is no mention of the park in the FEIR.

The FEIR must be rewritten and recirculated so as to show the true nature of the land upon which the development is proposed to be built, with accompanying analysis and mitigation of negative impacts.

### **C. THE FEIR ILLEGALLY "PIECEMEALS" THE PROJECT.**

CEQA requires that a project be reviewed in its entirety so that potentially adverse significant impacts can be brought to the attention of the public and decisionmakers. CEQA forbids analyzing pieces of a project separately. CEQA requires that potentially significant adverse impacts be cumulatively considered and mitigated.

The FEIR illegally piecemeals the project by failing to analyze the potential adverse impacts of issues within and related to the Project. The FEIR does not analyze the impacts of developing on a neighbor's land without permission. The City's issuance of the Certificate of Compliance, thereby approving the lot line adjustment, was a necessary part of the Project and should therefore have been analyzed in the Project's EIR.

The conversion of the Great Lawn into a public park has potentially significant adverse environmental impacts that are not addressed in the FEIR. An environmental assessment of the proposed public park must be undertaken to mitigate any potentially significant adverse impacts to land use and planning, historical and cultural resources, public services, aesthetics, noise, transportation and traffic, recreation and utilities.

The conversion of the Great Lawn to a public park would also place upon HRC an unreasonable burden, including but not limited to maintaining extra security to keep its property and the public safe. These extra burdens and costs must be analyzed and mitigated in the EIR.

An integral part of the Ambassador Auditorium is a decorative reflective pool constructed as part of the original development of the Auditorium. The pool is unfenced. If the Great Lawn becomes a public park, HRC will be forced to take steps to fence the pool or otherwise post

Michelle Beal Bagneris, City Attorney  
Theresa E. Fuentes, Deputy City Attorney  
March 7, 2007  
Page 7

guards to prevent visitors to the park from intruding onto church property and posing a risk to themselves or HRC's property.

HRC holds Sunday school for several hundred children. There is a significant risk that these children could be harmed by members of the public visiting the garden. The area is surrounded by buildings, not visible from the street, creating potential safety and security problems. Currently, HRC has limited security. If the park were public and created a situation where events drew far more people than have ever typically visited the campus, HRC's need for security and maintenance would increase. That represents an unreasonable burden on HRC imposed solely for the monetary benefit of the developer.

Another significant impact to HRC, the orchestras and fine arts patrons that use the venerable Ambassador Auditorium, and other neighbors includes the reduction of parking. The FEIR responds to comments on this issue only by stating that the Project applicant is not obligated to offer parking. Yet, available parking to adjacent property owners will be reduced as a result of the Project, and this is a "potentially significant environmental impact." Thus, the FEIR is required to consider and implement feasible mitigation measures.

For reasons including, but not limited to, those stated above, the Project must be redesigned and reduced in mass and scale, and a new EIR must be prepared according to CEQA. At minimum, a new EIR must be prepared to analyze potentially significant adverse impacts to the environment which have been ignored to date, and to implement measure to mitigate those impacts.

**D. THE FEIR FAILS TO IMPLEMENT FEASIBLE MITIGATION MEASURES TO REDUCE THE ADVERSE ENVIRONMENTAL IMPACTS DUE TO PROJECT CONSTRUCTION.**

The FEIR explains that there will be adverse environmental impacts to air quality, noise, road closures and that there is a risk that structures belonging to HRC will be damaged during the construction phase. The FEIR does not adequately identify or mitigated such impacts. As a suggested mitigation measure, the FEIR offers \$10,000 to HRC to defray the extra costs of cleaning and pay for any structural damage caused to HRC by Project construction. HRC has consistently indicated that it will not accept such as a sum as it appears to be grossly inadequate. HRC simply wants to be made whole. Whatever the additional cleaning, maintenance and any damages costs may be, that is what the applicant should be required to reimburse HRC for as a required mitigation measure related to the significant construction impacts.

HRC submitted comments to the Project's DEIR from environmental expert Hans Giroux regarding the dire air quality and noise impacts that would inevitably arise from Project construction. The FEIR's responses to Mr. Giroux's comments are non-responsive and not based on CEQA requirements.

While the FEIR states that the negative impacts to air quality are “unavoidable,” HRC has identified the following feasible mitigation measures that could be implemented to reduce the impacts from Project construction:

- **Construction Monitor** – The Project applicant shall retain a construction manager to work with HRC to establish a base line of activities and the costs required to maintain the Ambassador Auditorium in first class condition as a church, performing arts venue, and architecturally significant building, and to monitor the effects of the construction of the Sunrise buildings on these activities and costs. Where maintenance and other costs are incurred by HRC as a result of project construction activities, the applicant will reimburse HRC for the additional expenses within ten (10) days of receipt of evidence of the costs incurred, or an account should be set up with funds that can be drawn down upon by HRC for cleaning and maintenance activities.
- **Air Filters** – The Project applicant shall reimburse HRC for filter cleaning or replacement as needed.
- **Pool Filters** – The Project applicant shall reimburse HRC for additional pool/fountain cleaning and filtration. The FEIR shows that prevailing winds will blow toward the fountain, necessitating additional pumping and cleaning.
- **Building Façade** – The Project applicant shall reimburse HRC for periodic additional needed cleaning of the Auditorium associated with construction dirt and debris, including cleaning of the granite walls, windows, and veranda.
- **Vibration Damage** – The applicant shall reimburse HRC for any damage to hardscape or pool surfaces attributable to construction-induced vibration. Once construction starts, the tiles will need to be monitored.
- **Performance Noise Protection** – Operation of all mechanized equipment shall not occur within 325 feet of the auditorium during any scheduled services or concerts for a period one hour before to one hour after such events.

The City should consider imposing the above feasible mitigation measures to reduce the significant adverse environmental construction impacts that will result from project construction.

Michelle Beal Bagneris, City Attorney  
Theresa E. Fuentes, Deputy City Attorney  
March 7, 2007  
Page 9

**E. THE CITY IS VIOLATING CEQA BY DEFERRING THE IMPLEMENTATION OF MITIGATION MEASURES UNTIL AFTER THE FEIR IS APPROVED.**

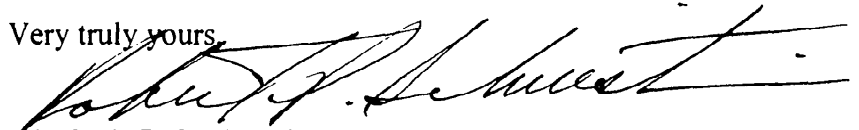
CEQA requires that problems be identified first and mitigation discussed in an EIR before the Project reaches a "point of no return." The City's Design Commission is charged with overseeing the project and mitigating any aesthetic problems and other such issues. The FEIR mitigation is said to occur under a Concept Design Review application that the developer of the project has yet to submit for City or public review. If the FEIR is approved before the Design Review application is reviewed, the Design Commission will be unable to fulfill its duty to provide oversight and mitigation measures for consideration in the FEIR.

The FEIR also fails to mitigate for the conversion of the Great Lawn to a public park. The FEIR must analyze the negative impacts of the public park before the project is approved so that it can implement mitigation measures before there is irreversible harm to the environment.

**VI. CONCLUSION.**

In conclusion, we urge the City and the project applicant to consider the serious concerns addressed in this letter. HRC continues to be open to working with you to find solutions, whether in the form of negotiations or helping to design a new project, but is also prepared to move forward to make sure the development proceeds in a legal and fair manner that does not unreasonably interfere with its rights. Thank you.

Very truly yours,



ROBERT P. SILVERSTEIN

FOR

THE SILVERSTEIN LAW FIRM

cc: Mayor Bill Bogaard  
Vice Mayor Steve Madison  
Council Member Victor Gordo  
Council Member Steve Haderlein  
Council Member Chris Holden  
Council Member Paul Little  
Council Member Joyce Streater  
Council Member Sid Tyler  
Pasadena City Clerk  
John Poindexter, Planning Division Manager  
Darrell Cozen, Project Manager  
R. Scott Jenkins, Esq.







# PARCEL EXHIBIT WITH PROPOSED BUILDING AND THE PROPERTY CONTESTED IN THE CERT. OF COMPLIANCE

CITY OF PASADENA, COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA  
DATE OF SURVEY: DECEMBER 14, 2006  
DAVID E. WOOLLEY P.L.S. 7304  
D. WOOLLEY & ASSOCIATES, INC.

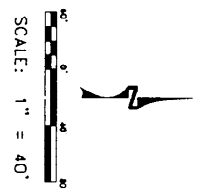
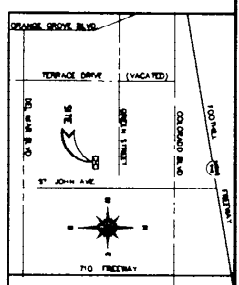
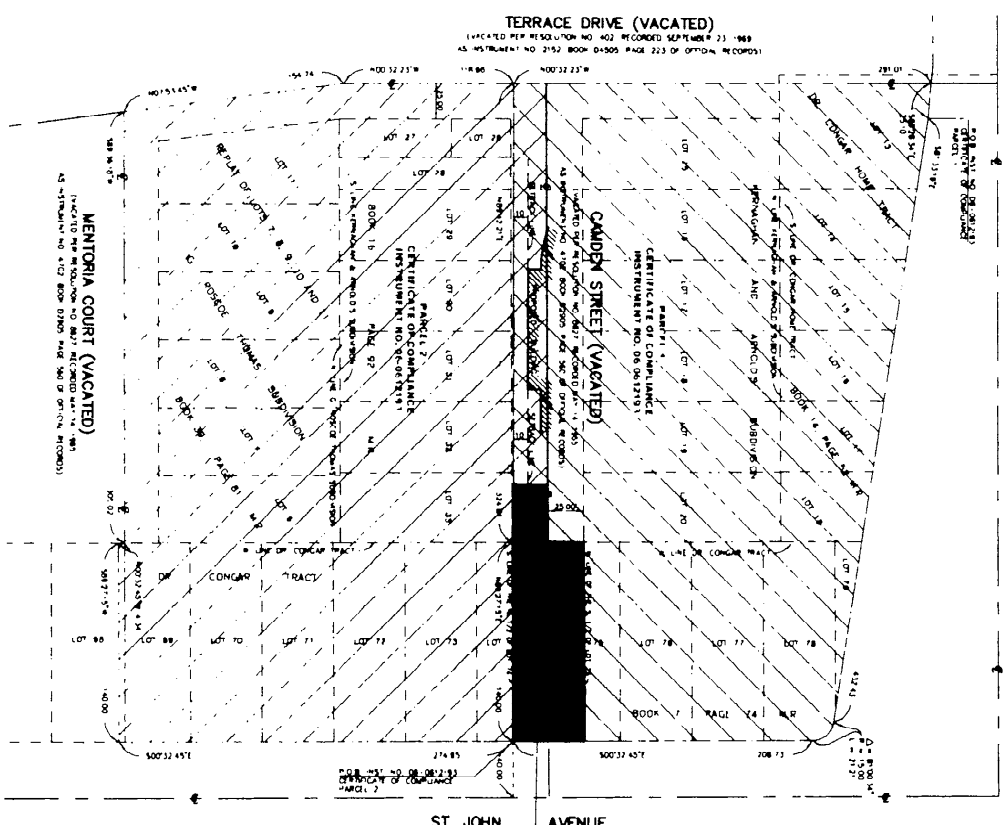
GREEN STREET

**HATCH KEY:**  
 SOLID'S PARCEL 1 OF QUANTITY OF COMPLIANCE  
 RECORDED PARCEL 27-2006 AS INSTRUMENT NO. 08-08-07193  
 SOLID'S PARCEL 2 OF QUANTITY OF COMPLIANCE  
 RECORDED PARCEL 27-2006 AS INSTRUMENT NO. 08-08-07193

**TITLE REPORT:**  
 2006-05-05-001-001  
 COMMISSIONER OF LAND RECORDS  
 1401 N. G STREET  
 PASADENA, CA 92301  
 DATE: JANUARY 9, 2007

**NOTE:**  
 A GRANT, DEDICATED UNDER 27-2006 AS INSTRUMENT NO. 08-08-07193, WAS RECORDED BY THE COUNTY OF LOS ANGELES, CALIFORNIA, ON DECEMBER 14, 2006. THE GRANTOR OF COMPLIANCE, RECORDED PARCEL 27-2006 AS INSTRUMENT NO. 08-08-07193, IS THE CITY OF PASADENA, CALIFORNIA. THE GRANTEE OF COMPLIANCE, RECORDED PARCEL 27-2006 AS INSTRUMENT NO. 08-08-07193, IS THE CITY OF PASADENA, CALIFORNIA. THE GRANTEE OF COMPLIANCE, RECORDED PARCEL 27-2006 AS INSTRUMENT NO. 08-08-07193, IS THE CITY OF PASADENA, CALIFORNIA. THE GRANTEE OF COMPLIANCE, RECORDED PARCEL 27-2006 AS INSTRUMENT NO. 08-08-07193, IS THE CITY OF PASADENA, CALIFORNIA.

**ESSENTIAL NOTE:**  
 (EXEMPT FROM CERT. OF COMPLIANCE)



DATE OF THIS SURVEY: DECEMBER 14, 2006  
 SURVEYED BY: DAVID E. WOOLLEY  
 CHECKED BY: DAVID E. WOOLLEY

**PURPOSE OF SURVEY:**

TO DETERMINE THE LOCATION OF THE PROPOSED BUILDING RELATIVE TO THE BOUNDARIES OF THE PARCELS SHOWN.

**LEGEND:**

- 1. SOLID'S PARCEL 1
- 2. SOLID'S PARCEL 2
- 3. PROPOSED BUILDING FOOTPRINT

**SURVEYOR'S STATEMENT:**

I, DAVID E. WOOLLEY, A PROFESSIONAL SURVEYOR, HAVE SURVEYED THE ABOVE DESCRIBED PARCELS AND THE PROPOSED BUILDING FOOTPRINT AND HAVE FOUND THEM TO BE AS SHOWN ON THIS PLAN.

DATE: DECEMBER 14, 2006  
 SURVEYOR: DAVID E. WOOLLEY



SHEET 1 OF 1	SCALE 1" = 40'	<b>PARCEL EXHIBIT WITH PROPOSED BUILDING</b>	<b>D. WOOLLEY &amp; ASSOCIATES</b>	REVISIONS
FILE NO. 6197	DATE: 03/05/07	ADDRESS: CITY OF PASADENA, COUNTY OF LOS ANGELES STATE OF CALIFORNIA	2832 WALNUT AVENUE, SUITE A TUSTIN, CA 92780	
CHKD BY: DEW		CLIENT: HARVEST ROCK CHURCH	(714) 734-8462 FAX (714) 508-7521	

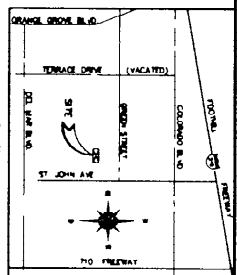


# PARCEL EXHIBIT

CITY OF PASADENA, COUNTY OF LOS ANGELES  
 STATE OF CALIFORNIA  
 DATE OF SURVEY: DECEMBER 14, 2006  
 DAVE E. WOOLLEY P.L.S. 7304  
 D. WOOLLEY & ASSOCIATES, INC.

GREEN STREET

SECTION OF GREEN STREET  
 PARCEL 1  
 1/2 AC. ±



- HATCH KEY:**
- 06-2012-02 SOUTH BAY PLANNING AREA 15 PARCEL OF "MISSION" ACQUISITION, SECTION 14, T. 12 N., R. 12 E., S. 12 W., RECORD MAP 27-1028 AS AMENDED BY 06-08-1913
  - 06-2012-02 SOUTH BAY PLANNING AREA 15 PARCEL OF "MISSION" ACQUISITION, SECTION 14, T. 12 N., R. 12 E., S. 12 W., RECORD MAP 27-1028 AS AMENDED BY 06-08-1913

**FILE REPORT:**

BY: DAVE WOOLLEY, P.L.S. (COMPANY) (CERTIFICATE NO. 0014100001001)  
 2832 WALNUT AVENUE, SUITE A  
 TUSTIN, CALIFORNIA 92780  
 (714) 734-8462

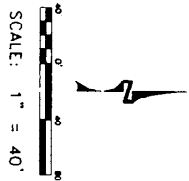
**NOTE:**

1. GREAT LANE RECORD MAP 27-1028, AS AMENDED BY 06-08-1913, 06-2012-02 SOUTH BAY PLANNING AREA 15 PARCEL OF "MISSION" ACQUISITION, SECTION 14, T. 12 N., R. 12 E., S. 12 W., RECORD MAP 27-1028 AS AMENDED BY 06-08-1913, AND CERTIFICATE OF COMPLETANCE RECORD MAP 27-1028 AS AMENDED BY 06-08-1913, AND MASSIVE INVESTMENT ACQUISITION, SECTION 14, T. 12 N., R. 12 E., S. 12 W., RECORD MAP 27-1028 AS AMENDED BY 06-08-1913, AND 2013-02 SOUTH BAY PLANNING AREA 15 PARCEL OF "MISSION" ACQUISITION, SECTION 14, T. 12 N., R. 12 E., S. 12 W., RECORD MAP 27-1028 AS AMENDED BY 06-08-1913.

**EASEMENT NOTE:**

EXISTING EASEMENTS ARE SHOWN BY DASHED LINES.

PORTION OF THE GREAT LANE OWNED BY HRC.



SCALE: 1" = 40'

**PURPOSE OF SURVEY:**

FOR THE PURPOSE OF THE SURVEY, THE PORTION OF THE GREAT LANE OWNED BY HRC, AS SHOWN BY THE DASHED LINES, IS BEING SURVEYED FOR THE PURPOSE OF THE SURVEY.

**LEGEND:**

- 06-2012-02 SOUTH BAY PLANNING AREA 15 PARCEL OF "MISSION" ACQUISITION, SECTION 14, T. 12 N., R. 12 E., S. 12 W., RECORD MAP 27-1028 AS AMENDED BY 06-08-1913
- 06-2012-02 SOUTH BAY PLANNING AREA 15 PARCEL OF "MISSION" ACQUISITION, SECTION 14, T. 12 N., R. 12 E., S. 12 W., RECORD MAP 27-1028 AS AMENDED BY 06-08-1913
- EXISTING EASEMENT
- EXISTING EASEMENT
- EXISTING EASEMENT

**SURVEYOR'S STATEMENT:**

I, DAVE E. WOOLLEY, P.L.S., A PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE ABOVE DESCRIBED PARCEL AND THE ADJACENT PARCELS AND HAVE FOUND THAT THE SAME ARE CORRECTLY LOCATED AND DESCRIBED AS SHOWN ON THE ABOVE DESCRIBED RECORD MAP AND CERTIFICATE OF COMPLETANCE.



SHEET OF	1	SCALE	1" = 40'	<b>PARCEL EXHIBIT</b>	<b>D. WOOLLEY &amp; ASSOCIATES</b>	REVISIONS
FILE NO.	6197	DATE	02/22/07			
DRAWN BY	IDR	ADDRESS	CITY OF PASADENA, COUNTY OF LOS ANGELES STATE OF CALIFORNIA	2832 WALNUT AVENUE, SUITE A TUSTIN, CA 92780		
CHKD BY	DEW	CLIENT	HARVEST ROCK CHURCH	(714) 734-8462 FAX (714) 508-7521		



**Ambassador Auditorium  
Development Rights Analysis**

**Transferable Development Rights**

<b>Assessor Number</b>	<b>Future Owner</b>	<b>Lot Area In Square Feet</b>	<b>Lot Area In Acres</b>	<b>WGSP Development Allowance</b>
5713-014-024	Maranatha	180,338	4.14	72,450
5713-027-031	Maranatha	129,809	2.98	52,150
<b>Floor Area Available for Transfer</b>		<b>310,147</b>	<b>7.12</b>	<b>124,600</b>

**Planning Commission Staff Report, Page 10**

<b>Source</b>	<b>Available Floor Area To Transfer</b>
Standard Pacific (maximum from previous sheet)	102,639
Maranatha (amount of covenant agreement)	107,841
<b>Floor Area Available for Transfer</b>	<b>210,480</b>
<b>Reconciliation</b>	
Sunrise Required Transfer	252,626
Transferrable Area Available	210,480
<b>Project Deficiency</b>	<b>-42,146</b>

**Outstanding Issues**

1) The Standard Pacific lot area is based on the Los Angeles County Assessor reported area, 14.03 acres. The Staff Report suggests an area of 13.98 acres, by deduction. This difference reduces the area shown by 875 square feet if the Staff Report amount is correct.

2) The reported lot area for the Sunrise property includes 11,620 square feet of land area that is a part of a disputed lot line adjustment. If this disputed lot line adjustment is not included in the project, the floor area shown must be reduced by 4,668 square feet.

3) With both 1) and 2) above accounted for, the proposed project would be deficient by 47,689 square feet.

**Ambassador Auditorium  
Development Rights Analysis**

**Sunrise**

<b>Assessor Number</b>	<b>Future Owner</b>	<b>Lot Area In Square Feet</b>	<b>Lot Area In Acres</b>	<b>WGSP Development Allocation</b>
5713-012-015	Sunrise (Portion)	130,424	2.99	52,397
5713-016-016	Sunrise	107,830	2.48	43,339
	Disputed Lot Line Adjustment	11,620	0.27	4,668
<b>Sunrise Development Allocation Subtotal:</b>		<b>249,874</b>	<b>5.74</b>	<b>100,404</b>

**Demolition Credits**

<b>Planning Commission Report</b>	<b>Building Number</b>	<b>Demolished Area</b>
Hall of Administration and Chillers	62, 65 - 67	73,310
Oscott Mansion and Television Studio	44, 45	23,640
<b>Sunrise Demolition Subtotal:</b>		<b>96,950</b>

**Sunrise Total On-site Development Allocation:**

**197,354**

**Sunrise Proposal**

**Proposed  
Floor Area**

Upper Campus	111,063
Lower Campus	338,917
	<b>449,980</b>

Sunrise Total On-site Development Allocation:

197,354

Required Transfer of Development Rights:

252,626

**Ambassador Auditorium  
Development Rights Analysis**

**Standard Pacific**

<b>Assessor Number</b>	<b>Future Owner</b>	<b>Lot Area In Square Feet</b>	<b>Lot Area In Acres</b>	<b>WGSP Development Allocation</b>
5713-012-015	Standard Pacific (Portion)	144,440	3.32	58,028
5713-013-021	Standard Pacific	101,930	2.34	40,950
5713-013-023	Standard Pacific	18,610	0.43	7,476
5713-013-025	Standard Pacific	57,499	1.32	23,100
5713-013-026	Standard Pacific	65,340	1.50	26,250
5713-013-027	Standard Pacific	18,610	1.39	24,325
5713-027-035	Standard Pacific	29,570	0.68	11,880
5713-027-041	Standard Pacific	64,904	1.49	26,075
5713-027-042	Standard Pacific	41,480	0.95	16,664
5713-027-043	Standard Pacific	68,825	1.58	27,650
<b>Standard Pacific Development Allocation Subtotal:</b>		<b>611,209</b>	<b>14.03</b>	<b>245,550</b>

**Demolition Credits**

<b>Planning Commission Report</b>	<b>Building Number</b>	<b>Demolished Area</b>
Memorial Hall Garage	19	1,240
Health Center	21	1,700
Villa Francesca Custodial	25	2,160
Villa Francesca Garage and Support Facilities	26	2,338
Library	31	11,837
Library Annex	32	4,342
Fine Arts Hall	42	14,600
Science Hall	43	14,872
<b>Standard Pacific Demolition Subtotal:</b>		<b>53,089</b>

**Standard Pacific Total On-site Development Allocation:**

**298,639**

<b>Standard Pacific Proposal</b>	<b>Proposed Floor Area</b>
Italian Garden North	56,000
Italian Garden South	53,000
Grove Units	59,000
Del Mar Units	28,000
<b>196,000</b>	

Standard Pacific Total On-site Development Allocation:

298,639

Proposed Development:

-196,000

Development Rights Available For Transfer:

102,639