

VIA E-MAIL

March 12, 2007

City of Pasadena
Planning & Development Department
George Ellery Hale Building
175 North Garfield Avenue
Pasadena, California 91101-1704

Attn: Darrell Cozen, Senior Planner

RE: Ambassador West
Responses to Robert Silverstein letter dated March 7, 2007

Dear Darrell:

As requested by, and in consultation with, the Department of Planning and Development, Environmental Planning Associates has reviewed the letter submitted by The Silverstein Law Firm in regards to the Ambassador West project, dated March 7, 2007. We have provided our responses to the issues raised by the letter (with corresponding excerpts included herein). It is our conclusion that the supposed environmental impacts raised by the letter are not substantial evidence, and instead constitute argument, speculation, unsubstantiated opinion or narrative, and evidence which is either erroneous or inaccurate. Additionally, social or economic impacts raised by the letter do not contribute to, or are not caused by, physical impacts on the environment and do not constitute substantial evidence.

The following excerpts and corresponding comments present our responses to the specific points raised by the Silverstein Law Firm letter:

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3/12/2007
Item 6.C.
Handout by Richard Bruckner

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 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.

This comment and the analysis in the letter referenced by this comment fail to identify any substantial evidence that the FEIR fails to meet the requirements of CEQA, and fails to identify any substantial evidence requiring recirculation of the FEIR pursuant to CEQA Guidelines § 15088.5. The arguments presented in this comment and throughout letter constitute facts such as land ownership that are not relevant to CEQA analysis and which do not present any evidence of environmental impact. In addition, the supposed environmental impacts set forth in this comment and throughout letter are not substantial evidence, but instead constitute argument, speculation, unsubstantiated opinion or narrative, evidence which is clearly erroneous or inaccurate, or evidence of social or economic impacts which do not contribute to or are not caused by physical impacts on the environment does not constitute substantial evidence.

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 II¹, 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 I, "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.

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.

The comment raises a strictly legal issue between the applicant and the Harvest Rock Church ("HRC"), not an issue that precludes the City from approving the project and not an issue that identifies a potentially significant environmental impact. The EIR analyzed the impacts of the project based on the Master Land Use Application accepted by the City and as such was considered stable and finite throughout the EIR process. The legal boundaries of the project site as set forth in the application, the Draft EIR, and the Final EIR have never changed throughout the EIR process. Any contention over ownership issues was never raised during EIR scoping, by responses to the NOP, or by written responses to the Draft EIR (including two letters from HRC and one from HRC's counsel). This land ownership issue was first raised before the City Planning Commission after the close of the public comment period, yet the issue was fully discussed at that hearing. The applicant presented substantial evidence to the Planning Commission that although there may be a typographical error in the Grant Deed, that HRC's remedy for such an error is a civil remedy, and that the error does not significantly change the Project description or the impacts of the project. In addition, attached hereto is a February 16, 2007 letter from the applicant's counsel to counsel for HRC providing additional evidence regarding the civil nature of HRC's boundary claims. Furthermore, the applicable statute of limitations applicable to challenging the Certificate of Compliance has long-ago expired—thereby rendering the Certificate of Compliance presumptively valid.

No threat of taking or inverse condemnation of any land owned by HRC is presented by the proposed project. No resolution of the HRC's claims with regard to the Certificate of Compliance or its private easements is within the City's power to grant, nor is any such resolution of this civil dispute required prior to approving the project or certifying the FEIR.

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.

HRC admits that HRC's presumed environmental impacts of granting the City an easement for public access and use of the Great Lawn is speculative. Speculation is not substantial evidence of impact. Furthermore, HRC provides no substantial evidence that use of the Great Lawn by the public would result in previously undisclosed land use, traffic, public safety, or other impacts.

Pasadena Municipal Code Section 4.17 allows a developer to meet the requirements for providing park space in three ways: 1) payment of a park impact fee; 2) dedication of land in fee for public park space; or 3) granting the City an easement for public access to land. The project provides an easement to the City to allow public access to the Great Lawn from Green Street and to allow the public the right to enter upon that portion of the Great Lawn owned by the applicant. No portion of the Great Lawn owned by HRC is included in the public easement granted to the City by the applicant.

Furthermore, the public currently uses the Great Lawn and has done so for many years. The Great Lawn is not fenced, and no measures have been taken to prevent access to the public. Consequently, existing public use of the Great Lawn is an existing condition; it is not a new activity on the Great Lawn. Providing the City an easement to allow public access to the Great Lawn from Green Street and to allow the public the right to enter upon that portion of the Great Lawn owned by the applicant merely provides the public the permanent right to do what it has been doing for many years.

With regard to the possibility of events on the Great Lawn, this issue was fully addressed by FEIR Response to Comment PC-2, which stated that subsequent to preparation of the Draft EIR, the City explored reserving the opportunity to hold up to six special events on the Great Lawn. At the time the Final EIR was prepared, the City had not made a final decision regarding the reservation of the events, and negotiations with the project applicant over those reservations served only to grant the City the ability to take a later action to plan the public events. The potential reservation of the events did not commit the City to a definite course of action regarding the nature, size, or limitations to be imposed on potential events. Events would also require the permission of the Ambassador West Master Property Owners Association (MPOA), and would be subject to MPOA restrictions. The MPOA does not yet exist, and thus the City cannot seek the required permission, nor does the City know the restrictions with which it would have to comply. No private use of the site would be allowed for these events. Lastly, and most importantly, Response to Comment PC-2 states that "any event would also have to be coordinated with Harvest Rock Church, so as not to conflict with Church services." Consequently, the use of the Great Lawn for the limited, regulated and controlled use for up to six small scale events over the course of a year is not considered to be a substantial change in

the Project Description or would result significant new and previously undisclosed environmental impacts that could warrant EIR re-circulation under 15088.5.

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 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.

The issues raised in Sections III and IV of this letter were fully discussed before the City Planning Commission. City Planning Department staff provided to the City Planning Commission detailed information regarding the validity of the floor area proposed by the project, the process and validity of the TDR for the project, and the completeness of the project approvals being requested for the proposed project. No variance or adjustment permit is needed to approve the proposed floor area of the Project.

See the response to Sections III and IV of this letter prepared by the City Planning Department and attached hereto.

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.

The letter proposes new alternative for first time in the CEQA process, one week before the City Council hearing to consider certifying the Final EIR and approval of the project. HRC provides no substantial evidence that the range of alternatives studied in the FEIR is inadequate. Instead, HRC claims that the range of alternatives is inadequate only because the FEIR did not consider the alternative presented herein by HRC months after the close of the public comment period for the Draft EIR. Each of the project alternatives complies with the duty to reduce or avoid the significant environmental impacts of the project identified in the EIR.

As clearly stated by 15126.6(b) of the Guidelines, while objectives are important to the selection of alternatives," the discussion of alternatives shall focus on alternatives to the project or its location which are capable of avoiding or substantially lessening any significant effects of the project, even if these alternatives would impede to some degree the attainment of the project objectives, or would be more costly." Therefore, the selection of alternatives placed greater emphasis on reducing the three significant unmitigated impacts (historical resources, construction air quality and aesthetics) to the greatest extent possible, above meeting more project objectives. The alternatives in the EIR meet the standard of a "reasonable range" under 15126.6(a). Additionally, the EIR included two alternative scenarios that would retain and reuse the Hall of Administration and two alternatives that would include new residential development in that location of substantially less intensity and massing than the proposed project. Lastly, although an EIR is not required to "consider every conceivable alternative to a project" (15126.6(a), the City Council retains authority to make additional adjustments to the program and scale of the project as conditions, prior to approval of the project. Therefore, consideration of additional alternatives as part of the EIR is not required at this late stage in the process.

HRC suggests that an alternative should be studied wherein the proposed Sunrise Senior Living Center is reduced and includes senior and low-income housing. The proposed alternative ignores the project as a whole, and wrongly attempts to impose the reduction of the project's impacts on a single component of the project. CEQA does not require individual alternatives for each project component. CEQA requires a reasonable range of alternatives to the proposed project—the whole of the proposed project—not just pieces of the proposed project.

Providing affordable housing on the project site is a project objective and is a significant public benefit of the project that helps justify the significant impacts of the project. Although no affordable housing is provided in the Sunrise Senior Living Center, Sunrise Senior Living Center contributes significant financial resources to realizing the affordable housing on-site. As stated

in the FEIR, the size of the Sunrise Senior Living Center is consistent with the density and floor area envisioned by the Specific Plan for this portion of the site, and the number of senior units makes it possible for Sunrise Senior Living Center to contribute to the cost of providing affordable housing.

For all of the foregoing reasons the proposed alternative is not appropriate under CEQA and would fail to meet some of the basic project objectives.

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.

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.

This comment restates previous speculative arguments regarding use of the Great Lawn by the public and recasts the argument as defect in the project description. As previously-stated, the FEIR adequately addresses the public use of the Great Lawn, and HRC fails to provide any substantial evidence to the contrary. Consequently, the project description is adequate.

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.

This comment recasts HRC's previous comments regarding the civil land ownership issues and public use of the Great Lawn as a "piecemealing" argument. For all the reasons previously-stated, the land ownership issues are not relevant to CEQA and do not constitute substantial evidence of any violation of CEQA. Similarly, the City's previous responses to HRC's comments regarding public use of the Great Lawn are equally applicable to this claim. Public use of the Great Lawn for events is extremely speculative at this point because one of the parties necessary to permit does not yet exist—the MPOA. Neither the City nor the public will be given any right to events on the Great Lawn under this project, and they may never be given the right to any events. Consequently, any presumptions regarding events on the Great Lawn are speculative and the impacts are not reasonably foreseeable. Therefore, later CEQA review of event on the Great Lawn—if they are ever allowed—does not impermissibly segment the project.

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 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.

This comment claims that providing the public an easement on the applicants property for access and use of the Great Lawn will "burden" HRC with the cost of providing additional security and cause safety impacts to its patrons. HRC's comment constitutes mere speculation, not substantial evidence of safety impacts. HRC's speculation is also contradicted by the facts. HRC fails to acknowledge that the public currently uses the Great Lawn as well as the HRC property. The public has had unfettered access to the HRC property for many years. The reflecting pool has never been fenced and HRC points to no previous history of safety problems associated with the public's historical access.

In addition, HRC suggests that the City should assume that the public will act unlawfully with respect to HRC's property by trespassing upon it and engaging in illegal activity on HRC's property. The project grants no public access to HRC property. Response to Comment PC-11 addresses delineated public/private signage, soft barriers, and engagement of private security personnel by the MPOA. Additionally, the response provides that the tentative map process will further delineate the park/project boundaries from HRC. CEQA does not require the City to assume people will act unlawfully with regard to a neighboring property that is not part of the project. To the contrary, when evaluating environmental impacts caused by human conduct, CEQA instructs that public agencies should assume that people will act lawfully. Consequently, HRC's claims of potential safety impacts arising from trespass of the public from permitted use of the Great Lawn onto HRC's property is not substantial evidence of impact.

Furthermore, to the extent that HRC implies that the speculative burden to provide additional is financial, financial consequences are not considered environmental impacts under CEQA.

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.

HRC restates a claim that it has made throughout the EIR process—that the project will result in adverse impact on HRC's parking rights. This issue is addressed extensively throughout the Final EIR. HRC provides no new information to its previous arguments in this regard. Consequently, the previous analysis in the Final EIR of project parking impacts responds thoroughly to this comment.

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 mitigate 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 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.

This comment references a February 16, 2006 memorandum submitted to the City by Hans Giroux. For a response to this comment and the comments of Hans Giroux, see the report prepared by the City's air quality experts attached hereto.

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.

With regard to the proposed mitigation measures intended to address air quality impacts, see report prepared by the City's air quality experts attached hereto. With respect to a construction monitor, Mitigation Measure 3.8-5 already requires a "noise disturbance coordinator" whose role could be expanded as an overall construction monitor. HRC provides no substantial evidence that the mitigation measure set forth in the Final EIR is inadequate.

HRC proposes mitigation measures that do not relate to environmental impacts of the project. HRC suggests that dust emissions from the project will cause deposition in the reflecting pool, cause deposition build-up on the Ambassador Auditorium exterior, and require additional filter replacements in the Ambassador Auditorium air conditioning system. These comments do not raise issues that relate to the thresholds of significance established by the South Coast Air Quality Management District, which are intended to identify levels of particulate matter that may impact human health. By contrast, HRC raises economic impacts in its comment. Essentially, the HRC comment is that temporary project construction impacts may require HRC to expend additional funds to clean its venue and maintain its air conditioning during the project construction. Nevertheless, the applicant has agreed to voluntarily address these concerns.

HRC's letter provides no substantial evidence that the noise and vibration mitigation measures in the Final EIR are inadequate. And HRC's proposed mitigation measures do not in any way invalidate the conclusions of the EIR. Similar concerns were raised by HRC and were thoroughly responded to in the Final EIR.

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.

HRC misunderstands Mitigation Measure 3.1-1. The mitigation measure requires that "as part of the Conditional Use Permit process, the Design Commission shall provide guidance to the applicant and the decision-maker regarding the specific design aspects of the senior life/care facility, including massing, articulation, and other architectural/design treatments in order to

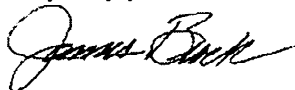
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integrate these considerations into the earliest stages of the decision-making process." HRC incorrectly claims that this mitigation occurs under Concept Design Review. It does not. The design review contemplated in MM 3.1-1 occurs prior to the final decision approving the project—before the "point of no return" as HRC puts it. MM 3.1-1 has already been performed. On December 11, 2006, the Design Review Commission held a duly-noticed public hearing for purpose of providing the guidance called for in MM 3.1-1 to the applicant and the City Planning Commission. The Design Review Commission did provide such guidance to the applicant and the Planning Commission, and such guidance is reflected in the record of proceedings.

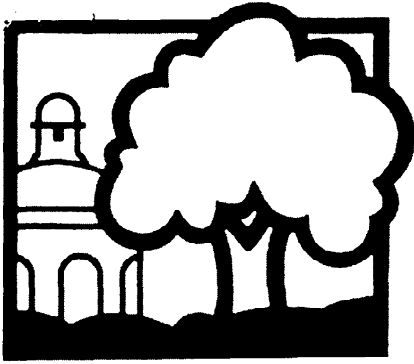
As for HRC's additional comment regarding the Great Lawn, this simply restates its previous conclusions regarding public access to the Great Lawn and provides no new aspect of the issue that requires additional response.

Please give me a call if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "James Brock". The signature is written in a cursive, flowing style.

James Brock
President



pasadena beautiful foundation

140 south lake avenue, suite 268
pasadena, california 91101

Telephone/Fax: 626-795-9704

Email: pasadenabeautiful@earthlink.net

PBF Officers

President- Emina Darakjy
Vice Pres-Paula Walker
Vice Pres-Martyn Belmont
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The Honorable Bill Bogaard

9 March 2007

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RE: Ambassador West Project

Dear Mayor Bogaard and City Council Members,

For the past two years I have been a member of a Steering Committee Group which met on a monthly basis to review the above project.

We are in support of this project for the following reasons:

- Everyone involved has been very open throughout the entire process. For instance, when dealing with the tree issue I asked the developer if we could tie different ribbons around each one of the trees to make it easier for people to see which ones were staying, which ones were being removed and which ones were going to be relocated on site. They agreed to allow me to do that. It took several of us a whole morning to do just that. The trees remained marked for the remainder of the week for anyone to go look at them and comment. The Developer has made a big effort to protect 83% of all protected trees. Several of the trees will be relocated on site. To replace any lost canopy several trees will be planted throughout the City where trees are needed which will be a huge public benefit.

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Handout by Emina Darakjy

"Get In Touch" at www.PasadenaBeautiful.org

RE: Ambassador West Project

- Several Historical and beautiful gardens are being preserved and will be open for the public to enjoy. I do not know of any other site around Pasadena which has anything close to what these gardens look like. To duplicate all the wrought iron work, statues and water features would be priceless if not impossible.

- All historical buildings on this site are being preserved.

In closing, I urge you to support Staff recommendations and approve the project before you.

Sincerely yours,

A handwritten signature in cursive script that reads "Emina Darakjy". The signature is written in dark ink and is positioned below the typed name.

Emina Darakjy
President, Pasadena Beautiful Foundation

STEPHEN W. REED
MARK C. BROWN
MATTHEW A. REED

ROBERT W. SLOAT
OF COUNSEL

REED & BROWN LLP
L A W Y E R S

35 NORTH LAKE AVENUE, SUITE 960
PASADENA, CALIFORNIA 91101-1819

TELEPHONE
(626) 449-4521

FAX NUMBER
(626) 449-7453

WRITER'S E-MAIL

March 12, 2007

VIA EMAIL AND U.S. MAIL

Mark C. Allen, III, Esq.
Laquer Urban Clifford & Hodge, LLP
6700 East Pacific Coast Highway, Suite 287
Long Beach, CA 90803

RE: Lot Line Adjustment [Your Letter of March 9, 2007]
Our File No.: HRC/Camden Lot Line Adjustment/4850

Dear Mark:

I am writing to respond to your letter of March 9, 2007. On February 16, 2007 you wrote to me, apparently in response to the letter I had written to R. J. Comer on January 13, 2007, immediately following the Planning Commission meeting held on January 10th. In your letter of February 16th, you stated that it was the intent of AACP that the lot line adjustment, effected last year without the participation or knowledge of Harvest Rock Church would, nevertheless, include only 8,120 square feet in area of HRC land. When we spoke following my receipt of your February letter, I pointed out that the drawing you had submitted clearly indicated an adjustment which included more than 8,120 square feet of HRC land. You assured me that you had obtained two (2) separate engineering reviews of the lot line adjustment supporting your contention. I asked you to provide me evidence that the lot line adjustment, as recorded, included only 8,120 square feet since it appeared to us, based solely on measurements taken from the maps themselves, that the recorded lot line adjustment included substantially more land.

Your letter of March 9, 2007 included materials from Adams/Streeter, your engineer. Unfortunately, that material is not helpful and does not address the issue. A simple review of the recorded lot line adjustment shows that it includes land 25 feet in width and 464.81 in length. That area equals 11,620.25 square feet – substantially more than 8,120. Your engineering study and letter fails to explain the discrepancy between the recorded documents and the Purchase and Sale Agreement, as well as your own letter of February 16, 2007.

Harvest Rock Church has never disputed its obligation to participate collaboratively in a lot line adjustment consistent with the provisions of the Purchase and Sale Agreement,

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Submitted by Robert Silverstein

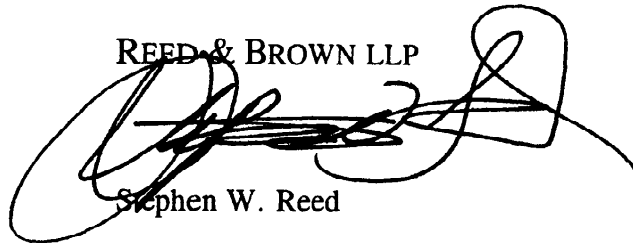
Mark C. Allen, III, Esq.
March 12, 2007
Page 2

including a transfer of approximately 8,120--8,125 square feet in area. It does, however, strenuously object to the manner in which Dorn Platz and AACP have proceeded to date, failing to include the church in the process, hiding the very application from the church, and then including more land in the adjustment than was agreed upon in the Purchase and Sale Agreement.

I repeat the request that I made to Mr. Comer in January. When your clients have accomplished the reconveyance of the land governed by the lot line adjustment and returned the state of title to that which pertained in the public records prior to the recordation of the grant deed on March 22, 2006, and have provided us with evidence of the reconveyance, representatives of Harvest Rock Church will be willing to meet with representatives of Ambassador Acquisition Coalition Partners, LLC, in accordance with the terms of the Purchase and Sale Agreement and discuss how and under what terms the lot line adjustment might be completed. Please let me know when we might expect to receive a recorded copy of the reconveyance.

Very truly yours,

REED & BROWN LLP

A large, stylized handwritten signature in black ink, appearing to read 'Stephen W. Reed', is written over the typed name and the firm name.

Stephen W. Reed

SWR:lc

Cc: Pastor Ahn

SWR z:\steve\swr07\allen-3-12.doc

Burke Farrar

RECEIVED

From: Burke Farrar [burkefarrar@earthlink.net] 07 MAR 12 AM 11:01
Sent: Sunday, March 11, 2007 6:30 PM
To: Bill Bogaard (Bill Bogaard); Sidney Tyler (STyler@ci.Pasadena.CA.US); Joyce Streator (JStreator@ci.Pasadena.CA.US); Paul Little (Paul Little) (PLittle@ci.Pasadena.CA.US); Steve Haderlein (SHaderlein@ci.Pasadena.CA.US); Steve Madison (SMadison@ci.Pasadena.CA.US); Chris Holden (CHolden@ci.Pasadena.CA.US); Victor Gordo (VGordo@ci.Pasadena.CA.US)
Cc: R. Scott Jenkins (RSJenkins@HahnLawyers.com); Jane Rodriguez (JRodriguez@ci.Pasadena.CA.US); 'Reimers, Scott'; Millie de la Cuba (mdelacuba@ci.pasadena.ca.us); LDahl@CityOfPasadena.net; 'Che Ahn'; 'Charles McKenney'; 'Steve Reed'; 'Robert Silverstein'; 'Doug Huse'; 'Angela de Forrest'; 'Maria Hall'
Subject: Ambassador West - Development Allocation
Attachments: RE: Ambassador West - Follow-up

Hello,

I hope this message finds all of you well and in good health.

Tomorrow, the Ambassador West project is before you for consideration of review of the Final EIR, a conditional use permit, an adjustments permit and a vesting tentative tract map. Although I plan to speak, I will only have three minutes and prefer to use that time discussing one of the conditions that is before you. However, there is another extremely important issue that I would like to bring to your attention in this message.

This matter is in regards to an interpretation of the West Gateway Specific Plan that is being applied by the Planning Division. The matter appears in Attachment J of the Agenda Report. I have also attached my inquiry and the Planning Divisions response. The third paragraph of Attachment J grants the Ambassador West project 43,560 square feet of development right in excess of the allocation of development under the standards of the Zoning Code. What the paragraph suggests is that there were 75 residential units that were part of the original General Plan allocation and made part of the West Gateway Specific Plan that can be utilized by the developer to build floor area above and beyond the Zoning Code limitations for the district. Nevertheless, the distribution and development allocation amounts were not a part of the ordinance adopting the West Gateway Chapter of the Zoning Code.

The interpretation that is being applied suggests that the Planning Division has the exclusive right to allocate this additional floor area without the developer applying for a variance to the development standards of the Zoning Code. Further, the interpretation suggests that there remain all 75 units that the developer of the Ambassador West project can use, but the developer is only requesting 17. Nevertheless, prior to the current proposal, JSM Green Street has a building permit to construct 42 units at the northwest corner of Green Street and St. John Avenue, and Vista del Arroyo Condominiums has completed an additional 29 new residential units. Combined, these two projects have already consumed 71 units; there are presumably only 4 units left. Although the West Gateway Specific Plan describes the distribution of the 75 units as being on a "first-come, first-serve basis," page 83, the Planning Division's interpretation suggests that none of the units in the two prior developments count toward the 75 unit total because those two projects followed the development standards of the Pasadena Zoning Code. In other word, because JSM and Vista del Arroyo did the right thing and followed the Zoning Code, the staff's interpretation suggests that these other two developments are not only denied access to the 75 units, but they also have to give up their development rights that may be worth millions of dollars as the West Gateway Specific Plan allows them to be transferred.

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Finally, the decision to allow the additional floor area to exceed the development allocation of the Zoning Code has been made by the Planning Division staff in the back room of the Pasadena Permit Center... no public participation or findings (as in a variance or adjustment permit) are necessary to grant the additional floor under the Planning Division's interpretation.

All I can say is, "Wow!" I do not believe that the Planning Commission or the City Council intended to give the Planning Division staff this amount of unfettered discretion.

Burke

O D Y S S E Y

Development Services

Fifty One West Dayton Street

Pasadena California 91105-2203

T 626.683.8159 F 626.683.2897

BurkeFarrar@EarthLink.net

Burke Farrar

From: Reimers, Scott [sreimers@cityofpasadena.net]
Sent: Tuesday, March 06, 2007 4:10 PM
To: Burke Farrar
Cc: De La Cuba, Millie; Dahl, Laura
Subject: RE: Ambassador West - Follow-up

Burke, I spoke with Millie and Laura about the issues raised in your e-mail. Let me try and provide a response that addresses the concerns raised in your e-mail.

First, your e-mail states a concern that the Zoning Code does not contain language regarding the 75 units. That is true. While FAR and density are handled in the zoning code, the issue being addressed here is not FAR or density. This is a land use/planning issue dealing with housing caps and the like and as such it is sufficiently addressed in the General Plan and the West Gateway Specific Plan. Therefore, we believe that it is sufficient for the Specific Plan and the General Plan to make mention of the 75 units allowed to be built in this area.

Second, the residential unit limitation of 75 units is not contained within the 17,500 square feet per acre allowance and the 800,000 square feet allocated by the General Plan. The General Plan and Specific Plan note that 75 units are allowed in addition to the 800,000 square feet of non-residential square footage. It is true that when summing all of the privately owned land in the Specific Plan area results in a greater floor area allowance than the 800,000 square feet specified in the General Plan. This occurs because in the writing of the Specific Plan parcels already exceeding the proposed FAR were not included in the calculation.

Third, the City has not yet had any projects that have made use of the 75 new units allowed for in the West Gateway Specific Plan area. Taking into account the demolitions and re-use at the Vista Del Arroyo Bungalows, the new units did not exceed the 17,500 sq ft x acre calculation. The building permit for the proposed six story condominium at 277 W. Green Street has not yet been approved and therefore does not affect the 75 units either.

I hope the above was helpful in clarifying the issues raised in your e-mail. If you have any further questions I would be happy to answer them either by e-mail or phone. In addition I would be happy to set up a phone meeting with Laura so she can provide her expertise.

With Thanks,
Scott

Phone (626) 744-6710

From: Burke Farrar [mailto:burkefarrar@earthlink.net]
Sent: Monday, March 05, 2007 1:55 PM
To: Reimers, Scott
Cc: Miller, Denver; Dahl, Laura; Poindexter, John
Subject: Ambassador West - Follow-up

Hi Scott,

I appreciate you looking into the matter we discussed this morning as to allocating of floor area based on borrowing from the 75-unit threshold that is outlined in the General Plan and referred to in the West Gateway Specific Plan, p. 71.

As we discussed, I believe that the residential unit limitation is contained within the 17,500 square feet per acre allowance. When taking into consideration all of the privately owned land in the Specific Plan area, this

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floor area allocation cumulatively results in a greater floor area allowance than the 800,000-square foot limitation specified under the General Plan provisions. Further, the Pasadena Zoning Code provides the flexibility to convert non-residential floor area to residential use.

Your explanation is that 75-units allowed throughout the Specific Plan area is in addition to the 800,000-square foot non-residential allowance, and you were going to get back to me with an explanation on how the Pasadena Zoning Code accounts for additional floor area that can be allocated to a development by utilizing the 75 residential units allowed in addition to the 17,500 square feet per acre as provided under the West Gateway development standards. Outlined on page 9 of the Planning Commission staff report, the proposed project is credited 43,560 square feet of development right above the 17,500 square foot per acre limitation with the explanation that 17 units from the 75-unit threshold are being borrowed from the West Gateway Specific Plan limit and converted to floor area.

Just something that I thought of after discussion is that the West Gateway Specific Plan, p. 83, states:

“The 75 housing units will be allocated on a first-come, first-served basis, until there are no units remaining to allocate. Allocation will take place when the property owner receives a building permit. A procedure for transferring development rights from one property to another will be developed.”

Going back, Vista del Arroyo Condominiums added 29 new residential units. JSM Green Street added 42 residential units. Both these projects have already received building permits and combine for 71 units already allocated. If the 75-unit limitation of total residential development in the West Gateway Specific Plan remains applicable, there are only four residential units that can be built. Yet, Standard Pacific is proposing 70 units. Sunrise is proposing 200 units. The only way this happens is if the interpretation is that the 75 unit limitation is folded into the 17,500 square foot amount as I suggested.

Basically, this Ambassador West is not my job so I try to minimize the efforts I have to put to it. I know that this is coming the week that your staff report to the City Council is due, but I am hoping that this matter can be cleared up. We had an exchange on the format of stuff I put together before the Planning Commission staff report came out, and you had suggested that I do it in the a different format. I am trying to put this together in the format used in the Planning Commission staff report, but need to know whether the 43,560 square foot credit has a basis under the Pasadena Zoning Code provisions to include it in my analysis. Whether or not the 43,560 square foot credit on page 9 of the staff report is included, taking into account the floor area proposed by Standard Pacific and what is available for that transfer, I cannot get the numbers to support compliance with the floor area limitations. I'd like to get this to you as soon as possible for your consideration.

Burke

O D Y S S E Y

Development Services

Fifty One West Dayton Street

Pasadena California 91105-2203

T 626.683.8159 F 626.683.2897

BurkeFarrar@EarthLink.net

3/12/2007

March 12, 2007

Comments on West Ambassador Campus Proposal – Sid Tyler

1. The property line dispute at the SE corner of the proposed Lower Sunrise building needs to be resolved before the Council make a decision on this project.. About 4000 square feet is apparently involved here, the absence of which to Sunrise would require project re-design.
2. Is there also a dispute about the exact lot line to the east of the Great Lawn? HRC seems to be claiming that the public pathway or other improvements at this eastern side overlaps on to HRC property. Needs clarity.
3. Transfer of Development Rights: Can the applicant transfer allowable development units from any parcels that would otherwise never be built upon, and also use the same properties to avoid paying an in-lieu residential impact fee? It doesn't seem fair or proper to include the stream, the walkways, and the gardens as sources of development rights for the Sunrise project.
4. Further with regard to the Great Lawn: Is the easement on 1.76 acres or 2.1 acres? There is a conflict in the documents. More importantly, the easement involves only a portion of the existing Great Lawn: The Merritt House Garden and the Fowler Garden are both omitted, and remain as private property, so the public is not getting access to the entire Great Lawn as most people see it.

Attachment J indicates, regarding the TDR, that the developer wishes to **preserve** the Italian Gardens, the Merritt Garden, the Fowler Garden, and the Great Lawn. The Sunrise project depends on 40,560 sf of transferred rights granted by Staff without a clear calculation. We need a detailed analysis of what's already been allocated and what remains, parcel by parcel.

5. The southern massing of the Lower Sunrise building doesn't is not compatible with the character of the Ambassador Auditorium and Court, which should be the main test of compatability. It seems more like a wall on the property line, with little modulation, no step-backs, and no major trees to improve the aesthetics. It seems to contradict the openness of the Ambassador complex. As such it is a fundamental intrusion and should be sent back to the Design Commission and developer for re-working. The EIR findings are correct on this matter of aesthetic impacts.
6. Condition 52, in this regard, should be modified to allow the Design Commission to **recommend** design changes - even if they might result in a lesser amount of sf available for living units in the Lower building.

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Item 6.C.

Handout by Councilmember Tyler

7. The Tree Plan: Generally looks OK and developer should be commended for saving and relocating the many major trees. A condition should be added or modified indicating that the applicant will prepare for staff's review and approval a tree-relocation plan for the 73 trees that includes site preparation, storage, access routes to existing and new sites, and after-care of newly planted trees. We want them to live! Hopefully Valley Crest will be involved here.
8. Would like to know two figures: What is the net reduction in sf of shade canopy on the entire site after new tree plantings and removals? And what is the amount of shade canopy required for public spaces, to be contributed by applicant? (And how/when are we measuring shade canopy?) Is the City a net gainer in shade canopy after all this?
9. Conditions 20 & 64: The applicant should designate a construction manager to work with HRC to help mitigate dust and noise effects of construction on the Ambassador complex. Additionally, the City will assign a Code Enforcement Officer and a Condition Monitoring Coordinator. All of these officials should provide their names, phone numbers and e-mail addresses to HRC. Additionally, HRC should be reimbursed its incremental costs over normal baseline costs for maintaining and cleaning the Auditorium, based on documentation, up to a variable limit depending on the length of construction. For example , \$10,000 might be OK for one year, but not for 4-5 years.
10. New condition 67a: Business Licenses. Applicant will provide a \$10,000 deposit to the City to assure that all contractors and subs take out appropriate business licenses, and will submit evidence to the City before funds are released at the conclusion of the project.
11. Condition 6: Why not condition the final occupancy permit on achieving LEED Silver designation?
12. Condition 7: Construction Equipment. The noise mitigation requirement is too vague here (who monitors, and what is latest technology?), and there is no mention of using the most advanced available technology to reduce exhaust emissions for construction equipment (as an increasing number of other municipalities are requiring). Can we tighten this up, given the proximity to residential areas, and particularly since a reduction in air quality is one of the unmitigated environmental impacts of this project?