

HOLMBY-WESTWOOD TRAFFIC COMMITTEE
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April 22, 2009

City Council Traffic Committee
Attn.: Sharon Gin
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FOR INCLUSION IN THE COMMITTEE RECORD

RE: Follow-up to April 8th Transportation Committee Meeting Agenda Item # 8; Resolution No. 07-3905-S1

Honorable Members of the Traffic Committee:

Thank you for the insightful and thorough manner with which you addressed Councilmember Weiss' Motion 07-395-S1 at the April 8th Transportation Committee Meeting. We appreciated the Committee's decision to grant an open-ended continuance so that the terms of the contractual Agreements and the substantial neighborhood support for the Traffic Plan currently in place may be further discussed and issues resolved.

As a follow-up to the Transportation Committee Meeting, and to supplement the materials previously submitted for inclusion in the Committee's record, we would like to provide you with additional information that will answer clearly the questions raised at the Meeting and that responds to certain other points made.

1. The Traffic Plan was Mandated by Condition No. 19 of the May 2004 Conditions of Approval for Casden's "Palazzo Westwood" Development.

As a condition of granting Casden Development (the developer) permits to build the Palazzo Westwood development, the City Planning Commission required the developer to create a "Neighborhood Protection Plan" to "help control against the intrusion of project-related traffic into local residential neighborhoods," per "Condition No. 19" of the Site Plan Conditions of Approval. Condition No. 19 was included by the Planning Commission because the traffic evaluation of the EIR predicted the adverse impact of hundreds of additional cars daily on the proximate residential streets. Especially given that pre-development baseline traffic figures were over-inflated in the EIR compared to the actual DOT survey in 2007, the prediction of the addition of hundreds of cars underestimated the impact, as the 2008 traffic data actually reflects thousands of extra cut-through vehicles daily.

Condition No. 19 states the following:

- 19. Neighborhood Protection Plan (Traffic).** Prior to the issuance of any certificate of occupancy, the owner shall submit a Neighborhood Protection Plan, including funding, for approval by the Department of Transportation (LADOT) and the Department of City Planning, which shall help control against the intrusion of project related traffic into local residential neighborhoods.
- a. The Plan shall be developed in consultation with LADOT, the Department of City Planning, the applicable Council District Office, and neighborhoods in the project vicinity to be identified by the Council District Office. The Plan shall be submitted for approval prior to any application for a building permit and approved before any permit is issued. Final approval of the Plan shall be authorized by the General Manager of LADOT and the Director of Planning, subject to possible revisions deemed necessary for traffic management and safety purposes and compliance with applicable traffic and parking regulations.
 - b. The Plan may include, but shall not be limited to, turn prohibitions, the installation of speed humps, traffic diverters, cul-de-sacs, preferential parking districts, and other traffic control measures designed to discourage traffic from entering the residential neighborhoods.
 - c. Prior to the issuance of a building permit for work authorized pursuant to this approval, the property owner shall guarantee the necessary funding of the Neighborhood Protection Plan through cash or irrevocable letter of credit, payable to the Department of Transportation. ~~In the event the Plan is guaranteed by cash, the Department of Transportation shall deposit the monies in an interest bearing account and shall provide~~ the property owner with an annual statement reflecting interest earned and payments made. Upon the expiration of a five year period from the issuance of a certificate of occupancy, any unused portion of these funds may be requested to be refunded to the owner.
 - d. Implementation of the Plan shall be initiated within one year of issuance of any certificate of occupancy, contingent upon community and applicable Council District office consensus concerning the physical boundaries and components of the Plan.
 - e. Monitoring of traffic conditions affected by the Neighborhood Protection Plan shall continue after issuance of any certificates of occupancy for the project with the applicant's submittal of annual reports to LADOT and the Director of Planning, in conjunction with the review required under Condition No. 20 below, every year for a minimum of five years starting on the first anniversary of issuance of the project's first certificate of occupancy. The need for additional annual reports beyond the first five years shall be evaluated by the Departments of City Planning and Transportation at the conclusion of the fifth-year review.
 - f. The approved Neighborhood Protection Plan shall be recorded as a covenant and agreement with the County Recorder.

Effect of Current Motion:

As it relates to the above-recited facts, the effect of the instant Motion is to unwind retroactively the Planning Commission's Condition No. 19.

Clarification of Testimony:

At the April 8th Committee Meeting, DOT's and Councilman Weiss's office representatives took great pains in characterizing the current neighborhood traffic mitigation plan as merely being a "voluntary" request from the homeowners' association, stating that it was to

mitigate traffic generally from “several projects in the area” – carefully avoiding any mention of Casden’s Palazzo Westwood development. In fact, when Councilmember Weiss’ staff member, Lisa Trifiletti, was asked the direct question at the conclusion of the discussion of the Agenda Item as to whether the traffic plan was a requirement of the Palazzo development approval, she evaded answering that question by talking over the Councilmember, saying that Councilmember Weiss’ office would meet with the opposing neighbors.

2. To Implement Approval Condition No. 19, a Formal Written Contract for Traffic Mitigation was Entered into Between the City, the Developer and the Association.

Casden achieved the satisfaction of Condition No. 19, and thereby won permit issuance, by entering into a formal written contract (the “Neighborhood Protection Plan”) with the City and the Holmby Westwood Property Owners’ Association (the “Association”), who was acting on behalf of the “Affected Area” residents (the “Affected Area” being expressly defined as just the couple of blocks east of Hilgard Avenue and not the entire territory of the Association). [A copy of the Neighborhood Protection Plan Agreement, as amended, is appended hereto.]

Effect of Current Motion:

As it relates to the above-recited facts, the effect of the instant Motion is to undermine the terms of the Agreement, especially depriving the neighboring residents in the “Affected Area” of the benefit of their bargain. The Motion also thereby contradicts the intent and substance of the Planning Commission’s Condition No. 19 for approval of the Palazzo project.

Clarification of Testimony:

At the April 8th Meeting, Dot and Councilmember Weiss’ office representatives repeatedly referred to the Plan as a “voluntary agreement,” but the use of the term “voluntary” is a misleading characterization – playing semantics with the truth. To comply with Condition No. 19 of the Site Plan Conditions of Approval, Casden’s obligation to formulate and implement a “Neighborhood Protection Plan” was *mandatory*. That requirement of approval spawned the formal written traffic mitigation contract between Casden, the City and the Association – the “Neighborhood Protection Plan.” So, in the sense that Casden, the City and the nearby residents could have just developed a traffic mitigation plan not memorialized in contract form as an alternative to entry into a formal written contract, the choice to enter into a contract might be argued to be “voluntary.” However, Casden’s obligation to implement the types of traffic mitigation measures indicated in Condition No. 19 and those resulting from the contract, was mandatory, per the conditions of approval.

DOT and Councilmember Weiss’ representatives also misstated several times at the April 8th hearing that the Neighborhood Protection Plan originated because the nearby homeowners or the Association approached the City. Rather, the accurate information is that the City mandated the implementation of a “Neighborhood Protection Plan” as a condition of approval of Casden’s Palazzo project, as discussed above, and that mandate resulted in the drafting and entry into a written agreement delineating the terms of the Plan.

3. The Palazzo Neighborhood Protection Plan Expressly Protected a Specific Area.

The Planning Commission's primary traffic concern was with regard to the residents living in closest proximity to the Palazzo project. The Neighborhood Protection Plan, in Exhibits "B" and "C," expressly identifies the residential area to be the recipients of the traffic mitigation benefits as being the area east of Hilgard, from Lindbrook on the south, Selby on the east, and LeConte on the north (referred to as the "Affected Area").

Item # 4 of the Neighborhood Protection Plan Amendment, states the following:

"The geographical scope of the Affected Areas, for the purposes of the above poll, or otherwise, may be expanded by LADOT to include residential areas east of Hilgard and North of Lindbrook immediately around the intersections and street segments listed in Exhibit "C" *if* such residential areas are deemed significantly impacted (according to LADOT criteria for significance) by the Plan Amendment after one-time traffic counts to be conducted at the Exhibit C intersections and street segments. Such traffic counts shall not be conducted at any additional cost to Casden." (emphasis added)

The Plan provided that the Affected Area could *only* be enlarged with certain limitations and under certain conditions, those being: (1) the geographic enlargement would be limited to residential areas "*immediately around* the intersections and street segments listed in Exhibit C;" (2) that a further traffic study would have to be conducted on the areas "*immediately around* the intersections and street segments listed in Exhibit C" "*after* one-time counts to be conducted at the Exhibit C intersections;" and, (3) that the further traffic data collected had to show that such area "*immediately around*" the original designated intersections and street segments demonstrated significant impact, as per DOT's standard criteria for determining the level of significance.

Just before the final survey of residents in the defined "Affected Area" was to take place, Councilmember Weiss' office and DOT unilateral decided to expand the "Affected Area" for survey purposes to include street segments and intersections even more than a half mile from the "Affected Area." They took such unilateral action, notwithstanding that: (1) those expanded, peripheral areas were not areas "*immediately around* the intersections and street segments listed in Exhibit "C" of the Neighborhood Protection Plan; (2) no further traffic study was ever conducted in those expanded, peripheral areas (except at the intersections of Hilgard and Manning and Hilgard and Westholme), as was required by the Neighborhood Protection Plan Amendment, Item #4; and, (3) not only was there no further traffic data collected in the expanded, peripheral areas (except as noted), but no traffic data whatsoever for any intersection or street segment beyond the Affected Area demonstrated significant impact, as per DOT's standard criteria for determining the level of significance, as was required by the Neighborhood Protection Plan Amendment, Item #4. Therefore, the three criteria set forth in the parties' written were never met, yet the Councilmember's office and the DOT expanded the survey beyond the "Affected Area" anyway.

The aforementioned “Los Angeles Department of Transportation Traffic Study Policies and Procedures,” (which are the only standards by which development traffic is measured in EIRs, as well as the only standard referenced in the City’s 1997 West Los Angeles Transportation Improvement and Mitigation Plan) states the following:

A local residential street shall be deemed significantly impacted based on an increase in the projected average daily traffic (ADT) volumes:

<u>Projected Average Daily Traffic with Project (Final ADT)</u>	<u>Project-Related Increase In ADT</u>
0 to 999	16 percent or more of final ADT*
1,000 or more	12 percent or more of final ADT
2,000 or more	10 percent or more of final ADT
3,000 or more	8 percent or more of final ADT

In fact, testimony received by the Committee at the April 8th Meeting from DOT’s Pauline Chan confirmed that the “Affected Area” was expanded because she saw “the need to expand the public outreach;” not because the DOT “significant impact” thresholds were exceeded at any peripheral intersection or street segment. Testimony received by the Committee at the April 8th Meeting from Councilmember Weiss’ staff member, Lisa Trifiletti, further explained that the “Affected Area” was expanded with the support of Councilmember Weiss because the Councilmember’s office “fielded a number of calls – complaints” from residents outside of the “Affected Area” about the temporary mitigation measures; tacitly acknowledging that the survey area was not expanded because the DOT “significant impact” thresholds were exceeded at any peripheral intersection or street segment. In other words, the terms set forth in the Neighborhood Protection Plan contract to which Casden, the City, and the Association were parties, admittedly, were wholly disregarded and were contradicted by Councilmember Weiss’ office and DOT.

This Committee may safely conclude, therefore, that by the written contract to which the City was a party and on which the Planning Commission relied in granting Casden its development permits, the originally-defined “Affected Area” is the only area to be protected by the Plan, and its residents are the only residents whose approval of the temporary measures was to be surveyed.

Effect of Current Motion:

As it relates to the above-recited facts, the effect of the instant Motion is to (i) endorse and ratify the City’s and Casden’s breach the terms of the parties’ written contract, (ii) ratify the City’s intentional disregard of its own DOT traffic standards and replace those standards with the unauthorized, subjective decisions of others, (iii) deprive the neighboring residents in the “Affected Area” of the benefit of their bargain for traffic mitigation measures to be implemented in their specific area, and (iv) contradict the intent and substance of the Planning Commission’s Condition No. 19 for approval of the Palazzo project.

An Observation:

While in the Planning stages of the development process, Casden and Councilmember Weiss' office sought to *limit* the scope of the neighborhood traffic mitigation requirements by defining *narrowly* the Plan's "Affected Area." By defining the "Affected Area" narrowly, Casden would have to expend less money on traffic mitigation. One may observe that the language of the Neighborhood Protection Plan contract restricts the "Affected Area's" expansion by saying that it can only be expanded if DOT's significant impact thresholds are exceeded according to traffic data collected at the intersections and street segments "immediately around" those originally defined as being the "Affected Area," thereby prohibiting the ability to expand the "Affected Area" using any *subjective* standards. Ironically, after winning permit approval and after the completion of the project, Councilmember Weiss' office and DOT advocated applying a *subjective* standard for enlarging the "Affected Area" for survey purposes. The resulting effect of enlarging the survey area to include peripheral area residents (who receive a less direct benefit from the mitigation measures and who are therefore more likely to disfavor the mitigation) is to cause the mitigation plan approval to be 7% short of the needed two-thirds of the expanded area vote, thereby giving Casden the post-development windfall of not having to pay for any traffic mitigation.

4. The Survey Results Show a Landslide Approval of the Current Plan in the "Affected Area".

The "Affected Area" to receive the traffic protection was specifically defined by the Neighborhood Protection Plan contract. 72.1% of the "Affected Area" residents, plus those residents one street beyond, approved of the current mitigation measures, with a high voter response rate. If the terms for permanent approval of the temporary traffic mitigation measures set forth in the parties' written contract are abided by, then the current traffic plan PASSED and the existing measures should already have been made permanent.

However, by improperly, unilaterally expanding the survey area (nearly doubling the number of voters) to the periphery, the DOT and Councilmember's office were able to dilute the vote of the "Affected Area" residents who were intended to be the beneficiaries of Condition No. 19 for approval of the Palazzo project and who were also the intended beneficiaries and survey voters of the Neighborhood Protection Plan contract.

Effect of Current Motion:

As it relates to the above-recited facts, the effect of the instant Motion is to (i) certify the wrong survey vote results, (ii) endorse and ratify the City's and Casden's breach the terms of the parties' written contract, (iii) ratify the City's intentional disregard of its own DOT traffic standards and replace those standards with the unauthorized, subjective decisions of others, (iv) deprive the neighboring residents in the "Affected Area" of the benefit of their bargain for traffic mitigation measures to be implemented in their specific area, and (v) contradict the intent and substance of the Planning Commission's Condition No. 19 for approval of the Palazzo project.

Clarification of Testimony:

At the April 8th Meeting, DOT and Councilmember Weiss' office representatives testified that the current Neighborhood Traffic Mitigation Plan failed to win approval by the required two-thirds super majority of the survey vote. What those representatives omitted from their testimony is that the Plan won over 72% approval in the defined "Affected Area" that was required to be surveyed. It was only by unilaterally and subjectively expanding the survey area – nearly doubling it – that approval of the Plan fell 7% short of that super majority. Also, the representatives failed to inform the Committee that, even considering the vote of the expanded, periphery area residents, over 75% favored some or all of the current traffic mitigation plan measures. Yet, with this pending motion, the DOT and Council office representatives urged the Committee to dismantle the current traffic mitigation measures altogether.

5. Casden's Financial Obligations Decreased from more than \$180,000 to \$60,000, and with this Motion, to Zero!

To comply with Condition No. 19 of the Site Plan Conditions of Approval for the Palazzo project, Casden was required to implement and fund a proactive traffic mitigation plan. Yet, the original Neighborhood Protection Plan advocated by Councilmember Weiss and Casden only committed Casden to implementing and funding traffic mitigation measures after five years of monitoring and only after a high adverse causal affect on the residential neighborhood could be proven. Although the cost to Casden of the annual monitoring and reporting was not stated, the original commitment of mitigation dollars from Casden was \$180,000. It is estimated that, under this original proposal, if Casden was ultimately required to spend the full \$180,000 for traffic mitigation, the total cost to Casden when including the cost of the annual monitoring and reporting would easily have exceeded \$250,000.

Because the original Weiss-Casden Neighborhood Protection Plan was reactive and conditional, instead of being proactive and mandatory, as was required by Condition No. 19, it required amendment. Without an amendment, Casden would not have been able to satisfy Condition No. 19. In the face of great pressure, and wanting to assure the immediate safety of the neighborhood (or as stated in the parties' agreement, "to expedite and provide greater certainty with respect to the implementation of measures to help control intrusion into the Affected Areas"), the residents made a major concession in agreeing to the amendment to the Plan. The residents relieved Casden of the \$180,000 (effectively \$250,000+) obligation of the original Plan and agreed that Casden would only have to fund a paltry \$60,000 in traffic mitigation measures, in order to have those measures implemented immediately and without the need for further studies, debate, etc.

The catch to Casden's obligation to fund traffic mitigation that is now relevant is that, according to Item #7 of the agreement, Casden's financial obligation is forever excused if the funds are not expended within six months after the vote. The vote occurred in February. If the current traffic mitigation measures are scrapped, then there is only four months remaining in which to formulate a new plan, implement it on a temporary basis, survey the "Affected Area" residents *after six months of the new temporary measures being in place*, and, assuming survey approval, to construct the permanent mitigation measures. Obviously, that nine month or more process cannot occur in only four months.

No Casden money was used to implement the temporary traffic mitigation measures now in place. By using funds previously allocated to the Wilshire-Malcolm project (whose resolution number this motion has been appended to), Councilmember Weiss was able to spare Casden from expending *any* money toward the Palazzo Neighborhood Protection Plan. In fact, Casden has not yet even parted with any money in anticipation of implementing the Plan as, instead, it has merely pledged to the City use of a \$60,000 line of credit.

Effect of Current Motion:

As it relates to the above-recited facts, the practical effect of the instant Motion is to relieve Casden entirely of its obligation to fund the traffic mitigation measures mandated by Condition No. 19 of the conditions of approval and required by the Neighborhood Protection Plan contract between Casden, the City and the Association. And, unless the City later decides to use its own money to satisfy Planning's requirement of Casden and to fulfill Casden's commitment to the residents in the "Affected Area," the "Affected Area" residents will receive no traffic mitigation whatsoever.

Clarification of Testimony:

At the April 8th hearing, Councilmember Weiss' representative testified, in response to a question, that if the Motion were to be passed, the Casden monies would still be available. While that statement technically may have been true, it was a misstatement by omission. The omitted material facts were that, per Neighborhood Protection Plan Amendment Item #7, the Casden monies would disappear forever, if not used in the next four months, and that there would not be sufficient time in the next four months to reformulate and implement permanently any traffic mitigation plan, other than the current one.

6. The Current Neighborhood Traffic Mitigation Plan Improved Safety and Significantly Reduced Cut-Through Traffic.

The indisputable fact is that the current Neighborhood Traffic Mitigation Plan worked. It significantly reduced cut-through traffic with a 14.5% net decrease in traffic through the residential neighborhood as a whole. And, it reduced traffic speeds in the neighborhood by a minimum of 10% across the board and by as much as 26%. According to the DOT, one street, LeConte, even experienced a 124% decrease in traffic.

This success was achieved through the least costly, least intrusive means; two intersections with restricted through-traffic and one intersection with a prohibited left turn into the neighborhood.

Effect of Current Motion:

As it relates to the above-recited facts, the effect of the instant Motion is to abandon the above-described least costly, least intrusive highly effective measures.

Clarification of Testimony:

At the April 8th hearing, DOT's representative, Pauline Chan, testified that, indeed, the current temporary traffic mitigation measures were effective. Curiously, though, for reasons unexplained, Ms. Chan also testified that it was her professional opinion that the current measures should be removed entirely.

Other Issues Raised at the April 8th Committee Meeting:

Persons opposed to the current Neighborhood Traffic Mitigation Plan raised the following issues, to which responses are given below:

- The temporary measures should all be removed, even before any alternative plan can be proposed which may include some or all of the existing measures: *Even if the terms of the Neighborhood Protection Plan were to be totally disregarded and if the 72% affirmative vote of the "Affected Area" residents were to be dismissed by proposing an alternative mitigation plan to the one that passed, it would amount to "throwing the baby out with the bath water" by dismantling measures that may later need to be reinstalled. And, dismantling such measures now would require the City to pay the bill for doing so both now, and when some or all of those measures need to be reinstalled later. By removing the current mitigations as proposed by this motion, the developer avoids those expenses and the City incurs those expenses (unnecessarily).*
- The current measures are "barriers" which prevent emergency vehicle access to the former site of the UCLA Medical Center: *There are no barriers preventing an ambulance from proceeding through the intersections. Ambulances still go through those intersections in an emergency.*
- The current measures are ineffective -- they diverted traffic onto streets outside of the "Affected Area:" *The traffic study data confirmed that no street outside of the "Affected Area" was significantly impacted, according to the standard published LADOT threshold for significance. In fact, the 14.5% net decrease in traffic throughout the neighborhood belies that claim. And, for example, there was a 2,100+ car decrease in daily traffic experienced on LeConte alone; yet even combining the traffic on all other streets, there was not an increase in traffic of 2,100 cars.*
- The current traffic measures make it inconvenient to go shopping, etc., in Westwood Village: *There is some inconvenience to having to plan one's trip into Westwood Village using a route that is one block north or south of one's customary route. That inconvenience, though, has to be weighed against the substantial benefits of reducing cut-through traffic by non-residents by a net 14.5% and of reducing traffic speeds by as much as 26%. Ironically, those who have expressed the "inconvenience" argument are primarily those who live outside of the "Affected Area," on the periphery – who have available to them more arterial routes through the neighborhood into Westwood Village than those residing in the "Affected Area." Tellingly, the "Affected Area" residents – being the ones who live nearest to the intersections with straight-through*

restrictions and who, therefore, truly do have to alter their routes into Westwood Village by one block or more – voted overwhelmingly in favor of the current measures.

The Transportation Committee is once more invited to defeat Councilmember Weiss' motion to remove the temporary traffic mitigation measures that were installed pursuant to Condition No. 19 of the Site Plan Conditions of Approval of the Palazzo Westwood project and pursuant to the written contract between Casden, the City and the Association – the Neighborhood Protection Plan. The Holmby Westwood Traffic Committee also invites the Transportation Committee to take affirmative action to confirm that the vote of the "Affected Area" approved of the permanency of the current measures, thereby allowing their implementation.

Respectfully submitted,

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NEIGHBORHOOD PROTECTION PLAN AMENDMENT PALAZZO WESTWOOD PROJECT

In early 2007, Casden Glendon, LLC ("Casden") submitted, and received approval of, a Neighborhood Protection Plan (the "Plan")(Exhibit A) as required by Condition No. 19 of the Los Angeles City Council's August 3, 2004 Site Plan Conditions of Approval for Palazzo Westwood (the "Project"). Since the Plan's approval, the Department of City Planning ("Planning"), Casden, and neighborhoods in the project vicinity identified by CD 5, as more clearly set forth in Exhibit B (the "Affected Areas") (collectively, the "Parties"), have arrived at a consensus that the Plan should be amended to expedite and provide greater certainty with respect to the implementation of measures to help control against the intrusion of traffic into the Affected Areas.

Condition No. 19 of the Site Plan Conditions of Approval provides that the Plan is "subject to possible revisions deemed necessary for traffic management and safety purposes and compliance with applicable traffic and parking regulations." In accordance with Condition No. 19, the Parties hereby agree to revise the Plan in its entirety through adoption of this Amendment (the "Plan Amendment"), which has been reviewed to the satisfaction of the Los Angeles Department of Transportation ("LADOT"), for the purpose of expediting improved traffic management measures in the Affected Areas and for better delineating the Parties' respective obligations and responsibilities.

Plan Amendment Elements

- 1) Pursuant to this Plan Amendment, LADOT will put in place the following temporary improvements (the "Temporary Improvements"), paid for in their entirety with \$50,000 to be provided by CD 5 from the Neighborhood Transportation Management Fund, for a trial period of six months:
 - a) **"No Straight Through Restrictions" at the intersections of: (1) Le Conte and Hilgard and (2) Weyburn and Hilgard.** The restrictions may include, but will not be limited to, signage, pavement marking, and modifications to traffic signals, which will require traffic approaching Hilgard from both east and west on Le Conte and on Weyburn to either make a right or left turn at Hilgard. No crossing of Hilgard at these intersections will be legally permitted at any time.
 - b) **"No Left Turn" restriction signs for southbound traffic at the intersection of Lindbrook and Hilgard.** The restriction will prohibit traffic traveling southbound on Hilgard from turning left (eastbound) onto Lindbrook.

- c) **A sidewalk bumpout on the south side of Lindbrook east of Hilgard, and a median island on Lindbrook east of Hilgard.** These improvements will help in discouraging drivers from making a southbound left turn from Hilgard to Lindbrook. The temporary installation will consist of, but not limited to delineators (i.e., "candlesticks"), striping, and signage.
- 2) In recognition of this Plan Amendment, the letter of credit for \$180,000 put in place pursuant to the original Plan will be immediately released by LADOT upon execution of this Plan Amendment and replaced with a letter of credit for \$80,000 guaranteeing Casden expenses in the manner set forth in Paragraphs (3) through (5) below.
 - 3) After a trial period of up to six months, LADOT and the Holmby Westwood Property Owners Association will send a mail survey to all households within the Affected Areas. Casden will pay for polling costs and any data collection deemed necessary by residents of the Affected Areas, up to an amount of \$20,000 for both. If there is a 40 percent or greater response rate to the mail survey, and the survey indicates a 66.7 percent or greater approval rate of the Temporary Improvements, then the Temporary Improvements will have been deemed successful. Nothing herein shall prevent the funds to be used for the installation and/or removal of the Temporary Improvements, and ancillary improvements deemed necessary by LADOT.
 - 4) The geographical scope of the Affected Areas, for the purpose of the above poll, or otherwise, may be expanded by LADOT to include residential areas east of Hilgard and north of Lindbrook immediately around the intersections and street segments listed in Exhibit C if such residential areas are deemed significantly impacted (according to LADOT criteria for significance) by the Plan Amendment after one-time traffic counts to be conducted at the Exhibit C intersections and street segments. Such traffic counts shall not be conducted at any additional cost to Casden.
 - 5) If the Temporary Improvements are deemed successful, Casden will install permanent bumpout and median island on Lindbrook at Hilgard (the "Permanent Improvement") to replace the temporary installations in subparagraph 1(c) above. The No Straight Through Restrictions described in subparagraph 1(a) above would remain in place.
 - 6) To ensure completion of the Permanent Improvement, Casden will assure funding of the Permanent Improvement through the irrevocable letter of credit up to an amount of \$60,000, which amount is deemed acceptable to LADOT and Planning. Upon Casden's completion of the Permanent Improvement, the letter of credit will be returned to Casden or its successor.

If, within one year from the determination that the Temporary Improvements are successful, Casden does not construct the Permanent Improvement, LADOT may complete the Permanent Improvement itself. The City through LADOT shall give written notice to Casden that the City intends to construct the Permanent Improvement itself, and shall complete the improvements within 18 months of such notice.

- 7) If the Temporary Improvements are deemed unsuccessful, then Casden will not be required to complete the Permanent Improvement, and LADOT will remove the Temporary Improvements. Within six months of the Temporary Improvements being deemed unsuccessful, LADOT in consultation with CD 5 and the Holmby Westwood Property Owners Association may consider alternate traffic calming measures ("Alternate Permanent Improvements") to be placed within the Affected Areas. If these improvements are approved by the City following standard City processes, then Casden will construct the Alternate Permanent Improvements, up to a maximum cost of \$60,000.
- 8) To ensure completion of the Alternate Permanent Improvements, Casden will assure their funding through the irrevocable letter of credit up to an amount of \$60,000, which amount is deemed acceptable to LADOT and Planning. Upon Casden's completion of the Alternate Permanent Improvements, the letter of credit will be returned to Casden or its successor. If, within 18 months of the Alternate Permanent Improvements being approved, Casden does not construct them, the City may make the improvements itself. The City through LADOT shall give written notice to Casden that it intends to construct the Alternate Permanent Improvements itself, and shall complete the improvements within 18 months of such notice.
- 9) For any work to be completed by the City pursuant to this Neighborhood Protection Plan (i.e., construction of the original or Alternate Permanent Improvement), LADOT shall submit a draw-down notice to Casden along with a scope of work for the design and construction of the improvements and a preliminary cost estimate. Upon receiving the request, Casden shall disburse the necessary funds to LADOT for the work scope within 30 days. If Casden does not submit payment within 30 days, then upon five days' written notice that LADOT intends to make presentment under the letter of credit for such amounts, LADOT may withdraw the appropriate amount of funds from Casden's letter of credit. However, in no case shall Casden be responsible for more than \$60,000 with respect to any improvements under the Neighborhood Protection Plan and/or be responsible for both the Permanent Improvement and the Alternate Permanent Improvements. At the completion of any work done by the City, LADOT shall submit to Casden itemized receipts, invoices or other written evidence of the third-party costs and expenses incurred in the course of completing the improvements. Any

unspent funds held by LADOT or remaining under the letter of credit upon the City's completion of the work, or 18 months after the City's notice that it would undertake construction itself, whichever comes first, shall be returned to Casden and Casden will have no further obligations with respect to the Neighborhood Protection Plan, except for the reporting requirements set forth below.

- 10) In accordance with Conditions No. 19 and 20 of the Site Plan Conditions of Approval, within one year after the issuance of any certificate of occupancy for the Project, Casden will file an annual report with Planning, LADOT, and CD 5 for the purpose of evaluating the Project's compliance with the operating requirements of the Neighborhood Protection Plan. The annual report will be restricted to an identification of:
 - a) whether the Plan Amendment is adequate (an inquiry limited to an examination of whether the improvements set forth in this Plan Amendment have been satisfied and/or remain in place and whether funds provided for in this Plan Amendment have been expended); and
 - b) whether the residential density and commercial square footage of the Project, as approved and/or currently permitted by the zoning and Westwood Village Specific Plan, has remained unchanged, such that the Neighborhood Protection Plan need not be revisited to determine any significant effects arising out of such intensification.
- 11) Recognizing that it is impossible to completely disaggregate Project-specific traffic impacts on the Affected Areas from the impacts of cumulative growth in Westwood and elsewhere in the City, any data collection paid for from the Casden and CD 5 funds referenced in Paragraphs 1 and 2 above will satisfy in their entirety the Site Plan Condition of Approval No. 20 (f)(1) requirements for an updated traffic analysis comparing Project traffic to that forecasted in the EIR. Similarly, the completion of a more intense mail survey to all households within the Affected Areas will be deemed satisfaction of the Site Plan Condition of Approval No. 20 (f)(2) requirement, which only provides for the logging of complaints, and not the entire Affected Area's input.
- 12) Upon receipt of the annual report described in Paragraph 9 above (which clarifies the annual reporting requirements in Site Plan Conditions No. 19 and 20), if the inquiries in Paragraph 9 are both answered in the affirmative, Planning will make a finding under Condition No. 20 (d) and (e) of the Site Plan Conditions of Approval that there is no need for additional Neighborhood Protection and that no corrective measures are necessary. If, after five annual reviews the inquiries above continue to be responded to in

the affirmative, LADOT will find that no additional annual reports are necessary, and Conditions No. 19 and 20 will be deemed satisfied in full.

- 13) This Plan Amendment may be executed in several counterparts, each of which shall be deemed to be one and the same instrument when each party has signed one such counterpart.

IN WITNESS WHEREOF, the Parties have executed this Plan Amendment as of May 14, 2008.

CASDEN GLENDON, LLC,


By: Howard Katz
Its: Vice President

**HOLMBY-WESTWOOD
HOMEOWNERS ASSOCIATION**

By: Sandy Brown
Its: President

**LOS ANGELES DEPARTMENT OF CITY
PLANNING**

By: David Weintraub
Los Angeles Department of City
Planning, Plan Approvals

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**LOS ANGELES DEPARTMENT OF CITY
PLANNING**



By: David Weintraub
Los Angeles Department of City
Planning, Plan Approvals

EXHIBIT A

Exhibit A



Hirsch/Green Transportation Consulting, Inc.

578 Washington Boulevard, #360
Marina del Rey, California 90292

NEIGHBORHOOD PROTECTION PLAN PALAZZO WESTWOOD PROJECT

As required by Condition No. 19 of the Site Plan Conditions of Approval, adopted by the Los Angeles City Council on August 3, 2004, Casden Glendon, LLC. ("Casden") hereby submits a Neighborhood Protection Plan (the "Plan"), designed to help control against the intrusion of project-related traffic into the local residential neighborhoods immediately surrounding the Palazzo Westwood project site. This Plan has been developed in consultation with the Los Angeles Department of Transportation ("LADOT"), the Department of City Planning ("Planning"), the Fifth District Council Office and neighborhoods in the project vicinity identified by the Fifth District Council Office. Casden will assure the necessary funding of the Plan through an irrevocable letter of credit in the amount of One Hundred and Eighty Thousand Dollars (\$180,000), which amount has been established by and is acceptable to LADOT and Planning. Upon the expiration of a five-year period from the issuance of the first Certificate of Occupancy, the letter of credit shall be returned to Casden or its successor.

Plan Elements

It is noted that the traffic impact analysis certified in connection with the Environmental Impact Report prepared for the Palazzo Westwood project (Crain & Associates, August 2002) did not identify any potential project-related significant impacts to any of the neighborhood streets surrounding the project site. As such, it is unknown at this time whether impacts will exist and if so, what specific improvements will be necessary to address community concerns. Therefore, the Plan will initially consist of a traffic monitoring program undertaken by a traffic counting firm retained by Casden and acceptable to LADOT, pursuant to LADOT's traffic counting and collection standards. The traffic counting firm will take counts at key intersections and on neighborhood streets, identified herein, including AM (7:00 – 9:00 AM) and PM (3:00 – 6:00 PM) peak hour turning movement counts at the designated intersections, and 24-hour, directional counts on the neighborhood street segments. These counts will be taken on Tuesdays, Wednesdays and Thursdays, when UCLA and the Warner School are in session; counts will not be taken on holidays. A "count" is the average of three (3) days of monitoring for each given monitoring period.

Monitoring Intersections

- Hilgard Avenue and Le Conte Avenue
- Hilgard Avenue and Weyburn Avenue
- Hilgard Avenue and Lindbrook Drive
- Lindbrook Drive and Malcolm Avenue

Neighborhood Street Segments

- Le Conte Avenue, between Hilgard Avenue and Malcolm Avenue
- Weyburn Avenue, between Hilgard Avenue and Malcolm Avenue
- Lindbrook Drive, between Hilgard Avenue and Malcolm Avenue

The “baseline” intersections and neighborhood street conditions will be established prior to the issuance of the first Certificate of Occupancy for the Palazzo Westwood project, so that potential project-related traffic impacts to these locations, and thus potentially within the designated residential neighborhoods adjacent to the project, can be identified.

After the baseline is established, the first round of monitoring shall begin twelve (12) months following the issuance of the first certificate of occupancy. The second and third rounds of monitoring will occur approximately six (6) and twelve (12) months, respectively, after the first round. For the remainder of the Plan term, monitoring shall be conducted at annual intervals, unless significant project-related impacts are identified, in which case appropriate neighborhood traffic protection measures shall be implemented as described below, and the effectiveness of the implemented measure(s) shall be identified six months thereafter. If significant project-related impacts continue to occur, additional measures shall be implemented, and the effectiveness monitoring shall be repeated six months thereafter. This process shall continue until the significant project-related impacts identified as described above have been “mitigated,” when the monitoring will resume at annual intervals. The monitoring shall continue for five (5) years following issuance of the first certificate of occupancy. In the event funds remain in the Plan after project-related impacts are mitigated, any unused portion thereof, or the letter of credit posted by Casden shall be returned to Casden or its successor.

The results of the monitoring program shall be summarized in a report prepared by a traffic engineer acceptable to LADOT pursuant to LADOT standards, and submitted to LADOT, Neighborhood Traffic Management Section, within two (2) months of the monitoring date. Within sixty (60) days after receipt of an invoice from the appropriate City department, Casden will pay any regular, scheduled fee(s) incurred for LADOT or other City Department review of the monitoring reports.

Impact Mitigation

Should the monitoring report(s) identify that significant project-related traffic impacts as set forth in the LA CEQA Thresholds Guide occur to any of the Plan monitoring intersections or neighborhood street segments, Casden shall identify and implement appropriate traffic control measures to address the impacts. The measures appropriate to the specific, significant project-traffic related impacts will be developed by Casden and its traffic engineer, in consultation with neighborhood organizations representing the potentially affected communities as identified by representatives of the Fifth District Council Office, and will be subject to review by the City of Los Angeles Department of Transportation (LADOT), Neighborhood Traffic Management Section. The Director of Planning and the General Manager of LADOT (or their designees) shall have the final approval authority with respect to the measure(s) and design(s) identified above. Improvements/mitigation measures may include, but shall not be limited to, traffic diverters (temporary and permanent), chokers, turn prohibitions, speed humps, signage, or a combination of measures dependent upon the specific nature of the project-related traffic impact, as not all of these measures are appropriate for all impacts.

If Casden has not installed the traffic improvements to LADOT's satisfaction within one (1) year after receiving final approval from the Director of Planning and the General Manager of LADOT of the measure(s) and design(s) identified above, the General Manager of LADOT shall provide written notice to Casden that such improvements are due. Casden shall then be provided with an opportunity to respond, in writing, to the General Manager's notice within thirty (30) days, and the parties shall have six (6) months to resolve the dispute. If the dispute has not been resolved after that time period, LADOT shall give written notice to Casden that it intends to make the improvements itself, and shall accomplish the improvements within six (6) months of such notice. Upon completion of the improvements by LADOT, the General Manager of LADOT shall submit to Casden itemized receipts, invoices or other written evidence of the third-party costs and expenses incurred in the course of completing the improvements, and Casden shall remit to LADOT payment of the amounts evidenced by such receipts, invoices or other evidence within sixty (60) days. If Casden does not submit payment within sixty (60) days, then upon five (5) days' written notice that LADOT intends to make presentment under the letter of credit for such amounts, and submittal of itemized receipts showing proof of LADOT's expenditure, LADOT may withdraw the appropriate amount of funds from Casden's letter of credit. However, in no case may more funds than indicated in the itemized receipts be withdrawn under the letter of credit. Funds may be withdrawn from the letter of credit only if Casden has failed to pay for proposed traffic improvements to mitigate significant project-related impacts subject to

the procedures outlined above, or if Casden has failed to reimburse the City for fees incurred for properly invoiced City Department review of the monitoring reports.

No significant project-related impacts were identified in the project traffic study, and therefore, no mitigation is required at this time. If, however, such mitigation is deemed necessary based on the results of the monitoring data, it is anticipated that the traffic calming measures described above would be installed at up to three locations, including Hilgard Avenue and Le Conte Avenue, Hilgard Avenue and Weyburn Avenue, and Lindbrook Drive and Malcolm Avenue. Should diverters be proposed as a mitigation measure, the diverter(s) would initially be installed using temporary "candle stick" cones or other non-permanent elements, and the effectiveness of the measures, including potential secondary impacts resulting from any diverted traffic, would be identified during the subsequent impact monitoring period as described above. If the results of the monitoring indicate that such measures are effective, with no significant secondary impacts, permanent diverters would be installed, if feasible. It should be noted, however, that the roadways and intersections identified above are local serving streets, and roadway widths and rights-of-way are limited; as a result, development of large diverter islands with substantial landscaping is likely not possible.

PROFORMA WORDINGFOR DISCUSSION ONLY*** PLEASE REVIEW CAREFULLY***

Issuing bank has prepared this specimen upon request and based upon information supplied to it. No representation or commitment is made by the issuing bank regarding the accuracy or suitability of this specimen for its intended purpose or the willingness of issuing bank to issue this letter of credit in this or any other form.

EXHIBIT "A"

FAX NO: 310-297-2890
SWIFT: MNBUS6S LAX

COMERICA BANK
INTERNATIONAL TRADE SERVICES
2321 ROSECRANS AVE., 5TH FLOOR
EL SEGUNDO, CA 90245

BENEFICIARY:

DATE OF ISSUE: MMDDYYYY

CITY OF LOS ANGELES
DEPARTMENT OF TRANSPORTATION
100 NORTH MAIN STREET, 10TH FLOOR
LOS ANGELES, CA 90012
ATTN: JAY KIM, SENIOR TRANSPORTATION ENGINEER

WE HEREBY OPEN OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. [INSERT L/C NO.] IN YOUR FAVOR, FOR ACCOUNT OF [APPLICANT NAME/ADDRESS], FOR A SUM NOT EXCEEDING USD \$180,000 (ONE HUNDRED AND EIGHTY THOUSAND U.S. DOLLARS) AVAILABLE WITH OURSELVES BY YOUR DRAFT(S) AT SIGHT ON COMERICA BANK, WHEN ACCOMPANIED BY:

DOCUMENTS REQUIRED:

1. THE ORIGINAL OF THIS STANDBY LETTER OF CREDIT AND AMENDMENT(S) IF ANY.
2. AN ORIGINAL CERTIFICATION DULY EXECUTED BY A DULY AUTHORIZED OFFICER OF BENEFICIARY USING THE LANGUAGE IN THE FORM ATTACHED HERETO AS ANNEX A AND MADE A PART HEREOF.

SPECIAL CONDITIONS:

ALL INFORMATION REQUIRED WHETHER INDICATED BY BLANKS, BRACKETS OR OTHERWISE, MUST BE COMPLETED AT THE TIME OF DRAWING.

ALL SIGNATURES MUST BE MANUALLY EXECUTED IN ORIGINALS.

ALL DRAFTS MUST BE PRESENTED ON A BANKING DAY AND SHALL BE DEEMED RECEIVED BY BANK ON SUCH DATE THAT COMERICA BANK INTERNATIONAL TRADE SERVICES SHALL PHYSICALLY RECEIVE THE DRAFT AND REQUIRED DOCUMENTS ON A BANKING DAY. AS USED HEREIN, THE TERM "BANKING DAY" SHALL MEAN AND BE DEFINED AS THE HOURS BETWEEN 8:30 A.M. AND 3:00 P.M. (PACIFIC STANDARD TIME) ON WHICH COMERICA BANK INTERNATIONAL TRADE SERVICES IS OPEN FOR BUSINESS, EXCLUDING SATURDAYS, SUNDAYS AND/OR LEGAL HOLIDAYS RECOGNIZED BY CALIFORNIA STATE BANKS.

IN THE EVENT THE DRAFT OR DRAWING UNDER THIS LETTER OF CREDIT IS FOR AN AMOUNT LESS THAN THE TOTAL AMOUNT AVAILABLE UNDER THIS LETTER OF CREDIT THEN THE LETTER OF CREDIT SHALL BE ENDORSED BY THE BANK IN THE AMOUNT OF THE DRAFT OR DRAWING AS FOLLOWS: "PARTIAL DRAWING, NUMBER _____ HAS BEEN MADE BY BENEFICIARY ON _____ IN THE AMOUNT OF USD _____ LEAVING AN AVAILABLE BALANCE OF USD _____." THE FACE AMOUNT OF THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY REDUCED BY THE AMOUNT OF SUCH PARTIAL DRAFT OR DRAWING, AND AFTER SUCH ENDORSEMENT FOR PARTIAL DRAFT OR DRAWING SHALL FORTHWITH RETURN THE ORIGINAL OF THIS LETTER OF CREDIT TO BENEFICIARY.

ALL DRAFTS AND/OR DEMANDS MUST CONFORM TO THE TERMS OF THIS LETTER OF CREDIT.

IN THE EVENT A DRAFT AND/OR DEMAND FOR PAYMENT MADE BY YOU HEREUNDER DOES NOT, IN ANY INSTANCE, CONFORM TO THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, THE BANK SHALL PROVIDE BENEFICIARY PROMPT NOTICE THAT THE PURPORTED NEGOTIATION WAS NOT EFFECTED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, STATING THE REASONS THEREFORE AND THAT THE BANK IS HOLDING ANY DOCUMENTS AT BENEFICIARY'S DISPOSAL OR IS RETURNING THE SAME TO BENEFICIARY, AS THE BANK MAY ELECT OR DETERMINE IN ITS SOLE AND ABSOLUTE DISCRETION. UPON BEING NOTIFIED THAT THE PURPORTED NEGOTIATION WAS NOT EFFECTED IN ACCORDANCE WITH THIS LETTER OF CREDIT, BENEFICIARY MAY CORRECT ANY SUCH NON-CONFORMING DEMAND FOR PAYMENT IF BENEFICIARY IS SO ENTITLED TO DO SO. ALL DOCUMENTS ARE TO BE DISPATCHED IN ONE LOT BY COURIER SERVICE TO COMERICA BANK INTERNATIONAL TRADE SERVICES, 2321 ROSECRANS AVE., 5TH FL., EL SEGUNDO, CA 90245, ATTN: TEAM ___.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT BE IN ANY WAY MODIFIED, AMENDED OR AMPLIFIED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT, INSTRUMENT OR AGREEMENT.

WE HEREBY ENGAGE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED IF DRAWN AND PRESENTED FOR PAYMENT AT THIS OFFICE ON OR BEFORE FIVE (5) YEARS FROM ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED HEREIN, THIS CREDIT IS SUBJECT TO THE 'UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS' (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE (PUBLICATION NO. 500).

ANNEX 'A' TO COMERICA BANK STANDBY LETTER OF CREDIT NO. [INSERT L/C NO.]

CERTIFICATION

AS A DULY APPOINTED AND AUTHORIZED OFFICER OF CITY OF LOS ANGELES DEPARTMENT OF TRANSPORTATION ('BENEFICIARY'), I HEREBY REPRESENT, WARRANT AND DECLARE THE FOLLOWING FACTS IN SUPPORT OF A DRAFT OR DRAWING AGAINST COMERICA BANK STANDBY LETTER OF CREDIT NO. [INSERT L/C NO.]:

1. CASDEN GLENDON, LLC HAS FAILED TO REIMBURSE BENEFICIARY FOR EITHER (A) THE COSTS OF CERTAIN TRAFFIC IMPROVEMENTS TO MITIGATE PROJECT-RELATED IMPACTS, OR (B) FEES INCURRED FOR PROPERLY INVOICED REVIEW BY CITY PERSONNEL OF MONITORING REPORTS SUBMITTED PURSUANT TO THE NEIGHBORHOOD PROTECTION PLAN FOR PALAZZO WESTWOOD, AS INDICATED ON THE ITEMIZED RECEIPTS ATTACHED HERETO, AND ALL OF THE NOTICE PROVISIONS AND REQUIREMENTS SET FORTH IN THE NEIGHBORHOOD PROTECTION PLAN FOR PALAZZO WESTWOOD HAVE BEEN COMPLIED WITH AND THE CURE PERIODS AVAILABLE TO CASDEN GLENDON LLC HAVE ELAPSED WITHOUT THE REQUIRED PAYMENT BY CASDEN GLENDON LLC; AND

2. THE CITY OF LOS ANGELES HAS INCURRED THE COSTS AS DESCRIBED ABOVE AND HAS COMPLETED THE CONSTRUCCION OF THE TRAFFIC IMPROVEMENTS DESCRIBED ABOVE, AS EVIDENCED BY THE SUBMITTAL OF ITEMIZED RECEIPTS SHOWING PROOF OF THE CITY'S EXPENDITURE ATTACHED HERETO, OR THE CITY OF LOS ANGELES IS ENTITLED TO THE REGULARLY SCHEDULED FEES INCURRED FOR REVIEW OF MONITORING REPORTS SUBMITTED PURSUANT TO THE NEIGHBORHOOD PROTECTION PLAN FOR PALAZZO WESTWOOD, AS EVIDENCED BY THE SUBMITTAL OF ITEMIZED RECEIPTS ATTACHED HERETO.

THE ORIGINAL STANDBY LETTER OF CREDIT, TOGETHER WITH ALL OTHER REQUIRED DOCUMENTS, ARE HEREWITH ENCLOSED AND SAID LETTER OF CREDIT IS TO BE ENDORSED

FOR THE AMOUNT AS INDICATED ON THE ATTACHED SIGHT DRAFT AND RETURNED FOR
PARTIAL DRAWINGS OR CANCELLED IF DRAWN FOR THE FULL AMOUNT AVAILABLE UNDER SAID
LETTER OF CREDIT.

''BENEFICIARY''

CITY OF LOS ANGELES
DEPARTMENT OF TRANSPORTATION

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

41053202.2

EXHIBIT B

**Exhibit B: Neighborhood Protection Plan
Affected Area**

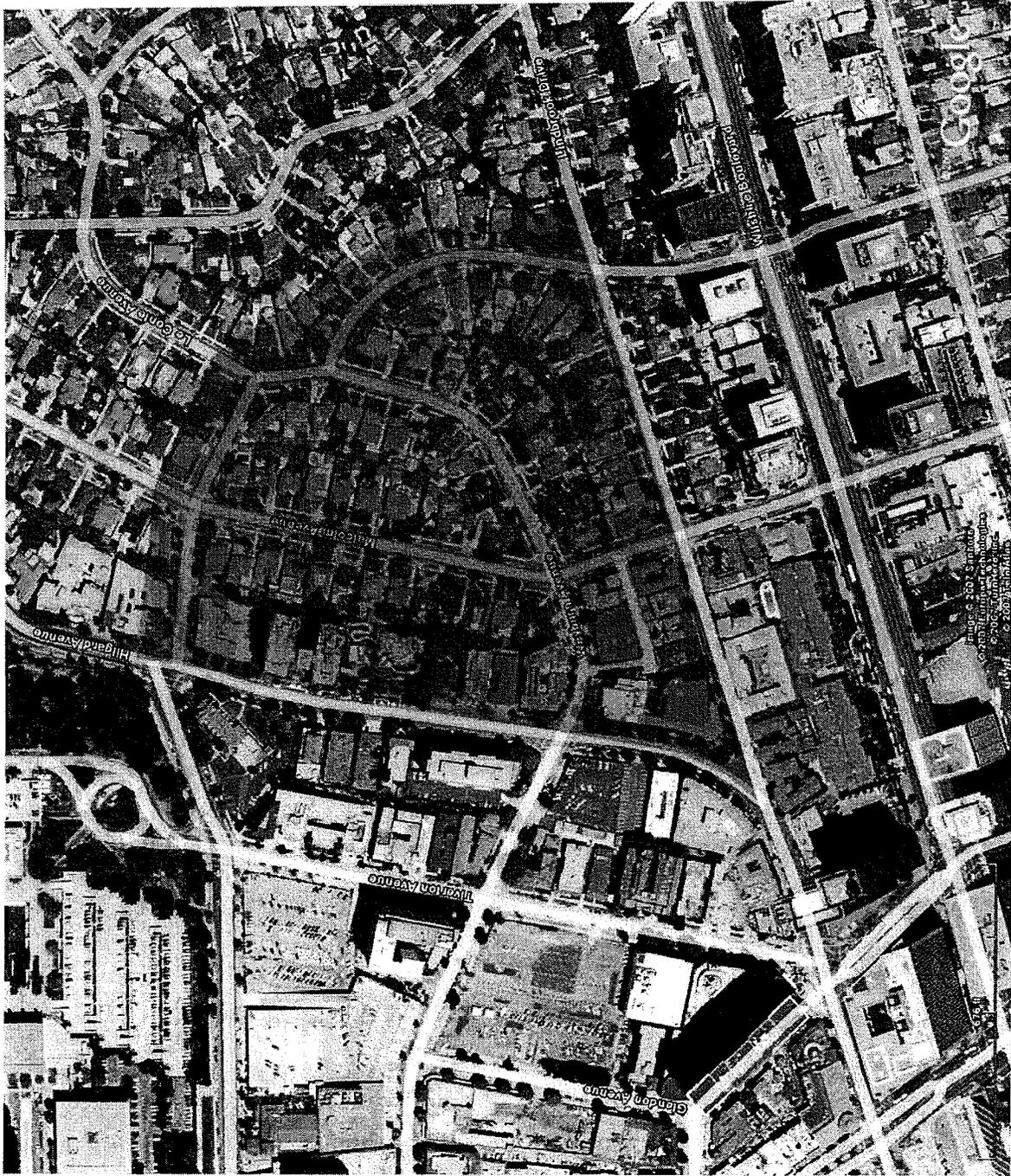


EXHIBIT C

Intersections

Hilgard Ave & Le Conte Ave
Hilgard Ave & Weyburn Ave
Hilgard Ave & Lindbrook Dr
Hilgard Ave & Manning Ave
Hilgard Ave & Westholme Ave

Street Segments

Le Conte Ave: Hilgard Ave to Malcolm Ave
Weyburn Ave: Hilgard Ave to Malcolm Ave
Lindbrook Dr: Hilgard Ave to Malcolm Ave
Lindbrook Dr: Malcolm Ave to Selby Ave
Malcolm Ave: Lindbrook Dr to Weyburn Ave
Manning Ave: Hilgard Ave to Malcolm Ave
Westholme Ave: Hilgard Ave to Malcolm Ave