ATTACHMENT C

DRAFT PLANNING COMMISSION RESOLUTION – ZONE AMENDMENT FOR MEDICAL USE OVERLAY ZONE

RESOLUTION NO. _____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BEVERLY HILLS RECOMMENDING A ZONING AMENDMENT TO APPLY THE CITY'S MEDICAL USE OVERLAY ZONE TO THE PROPERTY LOCATED AT 8767 WILSHIRE BOULEVARD.

WHEREAS, the Planning commission has considered the proposed Zoning Amendment to apply to the City's Medical Use Overlay Zone to the property located at 8767 Wilshire Boulevard (the Project site"); and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on November 21, 2013, at which time it received oral and documentary evidence relative to the proposed amendment; and

WHEREAS, the Planning Commission finds that the proposed Amendment is required for the public interest, convenience, and general welfare, and that such Amendment is consistent with the general objectives, principles, and standards of the General Plan;

NOW, THEREFORE, the Planning Commission of the City of Beverly Hills does resolve as follows:

Section 1. The Planning Commission finds that the Project has been environmentally reviewed pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, *et seq.*("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, *et seq.*), and the environmental regulations of the City. A Mitigated Negative Declaration (MND) was previously adopted by

the City Council on January 30, 2007 for the existing commercial building on the subject site. Pursuant to Section 15164 of the California Environmental Quality Act (CEQA) Guidelines, a lead agency (the City of Beverly Hills in this case) may prepare an addendum to a previously adopted MND if some changes or additions to the MND are necessary but none of the conditions described in Section 15162 calling for the preparation of a subsequent MND have occurred. Pursuant to CEQA Guidelines Section 15162, no subsequent MND or Environmental Impact Report shall be prepared for the Project unless, on the basis of substantial evidence in the light of the whole record, one or more of the following is determined:

(1) Substantial changes are proposed in the project that will require major revisions of the previous MND due to the involvement of new, significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance identifies one or more significant effects not discussed in the previous MND, significant effects previously examined will be substantially more severe than shown in the previous MND, mitigation measures or alternatives previously found not to be feasible or not analyzed in the MND would be feasible and would substantially reduce one or

more significant effects but the project proponents decline to adopt of the measure or alternative.

The above criteria have been assessed in accordance with the State CEQA Guidelines, and the Project, in the independent judgment of the City, has been determined to be eligible for an addendum to the previously adopted MND because it does not result in any new or substantially increased environmental impacts. Therefore, an addendum to the MND has been prepared and is incorporated herein by reference.

The Planning Commission has considered the MND and addendum, finds that the project will not have any significant impacts on the environment, as mitigated, and hereby recommends that the City Council adopt the addendum.

Section 2. The Planning Commission does hereby find that the application of the Medical Use Overlay Zoned to the Project site is appropriate and consistent with the General Plan. The existing area is underserved by parking, which limits the viability of commercial businesses in this area of the City. The additional parking supply associated with the use will help commercial businesses continue to operate in a sustainable manner and contribute to the City's commercial base, which results in an overall benefit to the public interest, convenience and general welfare.

Section 3. The Planning Commission does hereby recommend to the City Council the adoption of an ordinance approving application of the Medical Overlay Zone to the Project site.

Adopted:

_____
Brian Rosenstein
Chair of the Planning Commission of the
City of Beverly Hills

Attest:

_____(Seal)
Secretary

Approved As To Form:

_____
David M. Snow
Assistant City Attorney

Approved As To Content:

_____
Jonathan Lait, AICP
City Planner

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BEVERLY HILLS AUTHORIZING A ZONING AMENDMENT THAT WOULD APPLY THE CITY'S MEDICAL USE OVERLAY ZONE TO THE PROPERTY LOCATED AT 8767 WILSHIRE BOULEVARD.

WHEREAS, on November 21, 2013, the Planning Commission conducted a duly noticed public hearing to consider a proposed Zoning Amendment to apply the City's Medical Use Overlay Zone to the property located at 8767 Wilshire Boulevard and recommended that the City Council approve the proposed amendment.

WHEREAS, on _____, the City Council conducted a duly noticed public hearing to consider proposed Zoning Amendment and introduced the Ordinance.

WHEREAS, the City Council finds that the Project has been environmentally reviewed pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, *et seq.*("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, *et seq.*), and the environmental regulations of the City. A Mitigated Negative Declaration (MND) was previously adopted by the City Council on January 30, 2007 for the existing commercial building on the subject site. Pursuant to Section 15164 of the California Environmental Quality Act (CEQA) Guidelines, a lead agency (the City of Beverly Hills in this case) may prepare an addendum to a previously adopted MND if some changes or additions to the MND are necessary but none of the conditions described in Section 15162 calling for the preparation of a subsequent MND have occurred. Pursuant to CEQA Guidelines Section 15162, no subsequent MND or Environmental Impact Report shall be

prepared for the Project unless, on the basis of substantial evidence in the light of the whole record, one or more of the following is determined:

(1) Substantial changes are proposed in the project that will require major revisions of the previous MND due to the involvement of new, significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance identifies one or more significant effects not discussed in the previous MND, significant effects previously examined will be substantially more severe than shown in the previous MND, mitigation measures or alternatives previously found not to be feasible or not analyzed in the MND would be feasible and would substantially reduce one or more significant effects but the project proponents decline to adopt the measure or alternative.

The above criteria have been assessed in accordance with the State CEQA Guidelines, and the Project, in the independent judgment of the City, has been determined to be eligible for an addendum to the previously adopted MND because it does not result in any new or substantially increased environmental impacts. Therefore, an addendum to the MND has been prepared and is incorporated herein by reference.

The City Council has considered the MND and addendum, finds that the project will not have any significant impacts on the environment, as mitigated, and hereby adopts the addendum

NOW, THEREFORE, THE COUNCIL OF THE CITY OF BEVERLY HILLS DOES ORDAIN AS FOLLOWS:

Section 1. The City's Medical Use Overlay Zone, as set forth in Article 18.5 of Chapter 3 of Title 10 of the Beverly Hills Municipal Code, is hereby applied to the property located at 8767 Wilshire Boulevard, and more specifically described in Exhibit A of this Ordinance.

Section 2. The City Council hereby approves this Ordinance and authorizes the Mayor to execute the Ordinance on behalf of the City.

Section 3. Publication. The City Clerk shall cause this Ordinance to be published at least once in a newspaper of general circulation published and circulated in the City within fifteen (15) days after its passage in accordance with Section 36933 of the Government Code, shall certify to the adoption of this Ordinance and shall cause this Ordinance and his certification, together with proof of publication, to be entered in the Book of Ordinances of the Council of this City."

Section 4. Effective Date. This Ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the thirty-first (31st) day after its passage.

Adopted:
Effective:

_____
JOHN A. MIRISH
Mayor of the City of Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

APPROVED AS TO FORM:

_____
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

_____
JEFFREY C. KOLIN
City Manager

_____
SUSAN HEALY KEENE
Director of Community Development

EXHIBIT A

ATTACHMENT D

SETTLEMENT AGREEMENT

AGREEMENT NO.
443-13

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

I. PARTIES

The parties to this Mutual Release and Settlement Agreement (this "Agreement") are 8767 Wilshire Boulevard, L.P., a California limited partnership (hereinafter referred to as "Plaintiff"), and the City of Beverly Hills, a California municipal corporation (hereinafter referred to as "City").

II. RECITALS

A. **Lawsuit.** On April 20, 2010, Plaintiff filed a petition for writ of mandate and complaint for money damages entitled 8767 Wilshire Boulevard, L.P. v. City of Beverly Hills in the Los Angeles Superior Court (Case No. BS 125999) (the "Action"). The Action challenged the City's denial of a request to amend conditions of approval of the Development Plan Review Permit (the "Permit) applicable to the 75,116 square foot office building (the "Building") located at 8767 Wilshire Boulevard in the City of Beverly Hills (the "Property") to allow medical office space, and to eliminate a requirement that 51 parking spaces be made available for use by the general public. On February 15, 2011, the trial court denied the petition. Thereafter, the trial court granted the City's motion for summary judgment as to the remaining causes of action in the case. The Plaintiff thereafter timely appealed the decisions of the trial court, which appeal is pending in Division Four of the Second Appellate District of the State of California Court of Appeal (Case No. B235768) (the "Appeal"). The Appeal is fully briefed and pending argument before, and a decision by, the Court of Appeal.

B. **New Proposed Project.** The Plaintiff now proposes a materially different project that would revise the Permit to allow 45% of the Building (which is equivalent to 33,802 square feet), to be occupied by medical office use. The Permit would continue to prohibit medical office or pharmacy uses on the ground floor of the building, but would allow luxury automotive sales uses on the ground floor of the building if the City approves a specific automotive sales tenant. The Plaintiff also proposes, as a benefit to the City and community, to make reduced rate parking available to the public during weekday evening hours and weekend daytime and evening hours at rates comparable to the parking rates charged at City or Parking Authority owned or operated parking facilities, as described below.

C. **Settlement of Disputes.** The City and the Plaintiff agree that if the Plaintiff files applications to revise the Permit as described above, and if the City approves the applications after holding public hearings and considering public input on the merits of the new proposal, then the Appeal becomes unnecessary and the Plaintiff will dismiss the Action within 5 business days of the final approval which is not subject to any further administrative appeals

III. AGREEMENT

The parties agree as follows:

A. Plaintiff will prepare and submit the necessary applications (collectively the "Applications") for:

1. Application of the Medical Use Overlay Zone to the Property, pursuant to Beverly Hills Municipal Code Sections 10-3-1851, et. seq., to allow up to 33,802 square feet of medical office use on the Property.

2. Conditional use permit to allow luxury auto sales use on the ground floor, subject to the approval by the City of the specific tenant, which may be withheld if the City determines that the proposed tenancy is not consistent with the City Council's vision for the important gateway intersection at which the Property is located;

3. Revisions to the Permit conditions of approval to:

a) Permit more than 3,000 square feet of restaurant use and more than 1,500 square feet of dining and bar area on any floor of the Building subject to reasonable conditions of approval typically and customarily imposed by the City in conjunction with the proposed use, and the concomitant reduction in public parking required by Permit condition 31 as may be necessary, provided that the City Council approves the proposed restaurant tenant, after determining that the proposed tenant is a destination food service establishment, and not a coffee shop, casual dining, fast casual dining, fast food, or similar non-destination establishment, and that the proposed tenant will contribute to the pedestrian character of the area;

b) Permit up to 33,802 square feet of medical office use and allow the property owner to request approval from the City Council for a reduction in the number of public parking spaces required by Permit condition 31 if necessary to allow a particular use to meet the Beverly Hills Municipal Code parking requirement, provided that the use and tenant shall also be approved by the City Council, provided that: (i) neither medical office uses nor pharmacies, which are allowed on floors other than the ground floor, are located on the ground floor of the building, (ii) two hours of free validated parking is provided for all uses in the building, (iii) signage satisfactory to the Director of Community Development informing patrons of the availability of two hours of free validated parking shall be posted in the garage, elevators, on the ground floor, and in all offices and businesses.

B. In the Applications submitted pursuant to paragraph A, Plaintiff shall propose to offer reduced rate public parking at the Property on weekdays after 6:00 p.m. and on weekends, as set forth in the table below. Plaintiff will begin to offer the reduced rate parking to the public no later than the first day that tenants occupy at least 37,483 square feet of floor area at the Property. If in the future the City or Parking Authority increases facility parking rates, Plaintiff may adjust the discounted parking rate by the same percentage as any future adjustment to an evening parking rate offered at City or Parking Authority owned parking structures in the City's business triangle, as may be adopted in the Parking Facility Rates list by facility address on either the City Schedule of Taxes, Fees & Charges or Parking Authority Schedule of Parking Facility Rates.

The reduced public parking rates set forth below shall not apply to valet parking that may be provided in the building, provided that at least 230 parking spaces are reserved for self parking. Valet parking would be allowed in parking spaces other than the spaces reserved for self parking

and in aisles provided that reasonable access and egress is maintained in the parking garage. The following table sets forth the parking rates and restrictions:

Time of Day / Week	Public Parking Rate	Building Patrons Parking Rate
Weekdays Until 6:00pm	No limit	2 hours of free validated parking for patrons of any business or office in the building
Weekend Days Until 6:00pm	$1.00 per hour for the first 3 hours; $3.00 per ½ hour thereafter, with a cap on the fee of $12.00.	2 hours of free validated parking for patrons of any business or office in the building
Evenings – from 6:00pm on	$5.00 flat rate	2 hours of free validated parking for patrons of any business or office in the building

C. The parties agree to the share in the fees and costs for the Applications pursuant to the following table:

Application	Approximate Fee	Applicant Portion	City Portion
Medical Overlay Zone (Zoning Amendment)	$16,990.30	(50%)	(50%)
Development Plan Review (Amendment)*	$2,540.20	(0%)	(100%)
Conditional Use Permit (for auto sales)*	$2,540.20	(100%)	(0%)
Newspaper Notice ($750.30 each) x 4	$3,001.20	(50%)	(50%)
Mailing Labels ($1.30/label, est 300 labels)	$390.00	(50%)	(50%)
Environmental Analysis (MND Addendum)	$990.70	(100%)	0 (0%)
Technology Fee (5.5%)	$1,454.89	(100%)	0 (0%)
Environmental Consultation	$2,000.00	(50%)	(50%)

Total (NIC building permit fees)	$29,907.49		

The fees and costs set forth in the above table are estimates, and the parties agree that in the event that the actual fees and costs noted above vary, the each party shall be responsible for its percentage amount of each of the actual fees or costs.

D. If the City approves the applications submitted pursuant to paragraph A, substantially as described in that paragraph and subject to conditions typically imposed by the City of Beverly Hills upon applicants for a Development Plan Review Permit or Medical Use Overlay Zone request, then before the effective date of such approval, Plaintiff shall execute and record an agreement and covenant to provide the public parking as set forth in paragraph B. The agreement and covenant shall be in a form acceptable to the City Manager and City Attorney.

E. The City understands and agrees that time is of the essence and that the Applications and any permits resulting therefrom shall be reviewed and administered expeditiously, that public hearings will be calendared, noticed and held at the earliest possible dates, and that decisions shall be issued as soon as possible, subject to compliance with all applicable laws.

F. In the event that the applications seeking approval of automobile sales and expanded restaurant space are approved, any applicant request for City Council approval of a tenant pursuant to the terms of this Agreement, shall be agendized by the City for City Council consideration at the next available City Council meeting, and the City Council will make a decision on the request at that meeting.

G. If i) the Applications are approved by the City, ii) the City approval of one or more of the Applications are subsequently challenged by a third party in a court of competent jurisdiction, iii) the court, in a final judgment, finds that the City erred in processing and/or approving one or more of the Applications, and iv) any identified errors are capable of being remedied by City reprocessing of the Application or Applications, then the City agrees to re-process the Application or Applications in a timely and expeditious manner and consider remedying the court-identified defects.

IV. Dismissal of Entire Action, With Prejudice.

If the City approves the Applications submitted pursuant to Section III, paragraph A above, substantially as described in that paragraph and subject to conditions typically imposed by the City of Beverly Hills upon applicants for a Development Plan Review Permit, conditional use permit, or medical uses, which conditions do not materially limit Plaintiff's development rights pursuant to the current approval (Resolution No. 07-R-12273) except as contemplated by the Applications, then within five days after the final approval of the Applications, Plaintiff shall take such action as is necessary to dismiss the Action, with prejudice, including, as appropriate, filing a request with the Court of Appeal for dismissal of the Appeal.

In consideration for the dismissal, the City shall waive its entitlement to any costs or fees associated with the Action.

V. Mutual Release.

In consideration of the foregoing, upon dismissal of the Action as provided in Section IV, Plaintiff and City do hereby mutually release and discharge each other, and each of their respective officers, directors, stockholders, partners, members, managers, Council members, employees, agents, representatives, successors, heirs, assigns, affiliates, and attorneys, and each of them, of and from any and all claims, demands, liabilities, losses, costs, damages, expenses, debts, agreements, claims for indemnity and causes of action whatsoever, of whatever kind or nature, known or unknown, suspected or unsuspected, actual or contingent, direct or consequential, which any party has had or claimed to have had, or may now have or claim to have, against the other party, and which exist as of the date of execution of this Agreement and which arise from or in any way relate to the facts stated in the Recitals to this Agreement, or in any way arise from or in any way relate to those facts or the Action, including the effects or consequences thereof and all causes of action therefor.

VI. Representations and Warranties.

A. In making and executing this mutual release and settlement Agreement, it is the express understanding of each of the parties hereto, and each of them does hereby represent, warrant, and agree as follows:

1. Each of the parties does hereby agree that this mutual release and settlement Agreement shall apply to all unknown or unanticipated results of the matters, claims, and controversies specified herein, as well as those known and anticipated, and upon the advice of legal counsel, each of the parties hereto does hereby waive any and all rights under California Civil Code Section 1542, which section has been explained, and which provides as follows:

   "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

2. This mutual release and settlement Agreement is the result of a compromise of doubtful and disputed claims between the parties and shall not at any time or for any purpose be considered as an admission of liability or responsibility on the part of any party, or as an admission or concession to the truth of any claim, allegation, or statement of fact which is the subject of the Action or of the matters, claims, and controversies specified herein.

3. The parties acknowledge they hereafter may discover facts different from, or in addition to, those that they now believe to be true with respect to any and all of the matters released herein. Nevertheless, the parties hereby agree that each of the releases herein shall be and remain effective in all respects, notwithstanding the discovery of such different or additional facts.

4. Each of the parties acknowledges: (i) this Agreement is the resolution of a fully matured set of facts and each party individually declares and represents that it is executing this Agreement in reliance solely on its own judgment, belief, and knowledge of the facts surrounding the transactions described in this Agreement; (ii) this Agreement is made without reliance upon any statement or representation not contained in this Agreement of any other party, or any representative, agent or attorney of any other party; (iii) no promise, inducement or agreement not expressed in this Agreement has been made to any party; and (iv) the recitals, terms and conditions contained in this Agreement are contractual and not mere recitals.

B. Warranty of Capacity to Execute Agreement and Assignment of Rights.

Each party represents and warrants that the individuals executing this Agreement on each party's behalf possess full authority to execute this Agreement and to settle and compromise all claims settled and compromised by this Agreement. Each party represents and warrants that it has not assigned its rights in any of its claims against the other to any other person or entity.

VII. Integration.

This mutual release and settlement Agreement contains the entire agreement of the parties and supersedes any and all prior or contemporaneous understandings, negotiations, representations, promises, and agreements, oral or written, by or between the parties with respect to the matters set forth in this Agreement. This mutual release and settlement Agreement shall not be amended, modified, or otherwise changed except by a writing duly signed by authorized representatives of each party. Upon the establishment of the medical use as contemplated in the Applications and vesting of that use, Plaintiff would be entitled to continue the vested use subject to the applicable City rules and permit conditions.

VIII. Legal Advice.

In entering into this Agreement, each party has had the opportunity to consult with and rely upon the advice of the attorneys of its own choice. Each party represents and warrants that the terms of this Agreement have been completely read by and explained to it by its attorneys, and that those terms are fully understood and voluntarily accepted by it. Accordingly, any rule of law, including but not limited to Section 1654 of the California Civil Code, or any other statute, legal decision, or common law principle of similar effect, which would require interpretation of ambiguities in this Agreement against the party that has drafted it, are of no application and are expressly waived.

IX. Governing Law.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

X. Enforcement.

In the event an action is brought to resolve any dispute or controversy over the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, as determined by the court.

XI. Execution of Counterparts.

This Agreement shall become effective upon execution by all parties. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be deemed to constitute one and the same document.

XII. Assignees

This Agreement shall bind and inure to the benefit of the successors and assigns of the parties, and to all affiliates, fictitiously named business entities, or any other associated entities.

IN WITNESS WHEREOF, the parties have executed this mutual release and settlement Agreement as of October 22, 2013.

CITY OF BEVERLY HILLS

By: _____
Jeffrey C. Kolin
City Manager

8767 WILSHIRE BLVD., L.P.

By: EKCG Wilshire, LLC

By: George and Erika Kobor Family Trust dated July 7, 1989, its Managing Member

By: _____
Erika Kobor, Trustee

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CITY OF BEVERLY HILLS

By: _____
Jeffrey C. Kolin
City Manager

8767 WILSHIRE BLVD., L.P.

By: EKCG Wilshire, LLC

By: George and Erika Kobor Family Trust dated July 7, 1989, its Managing Member

By: _____
Erika Kobor, Trustee

APPROVED AS TO FORM AND CONTENT:

Thomas S. Levyn, Attorney for Plaintiff,
8767 Wilshire Boulevard, L.P.

David M. Snow
City Attorney for Defendant
City of Beverly Hills

ATTACHMENT E

PUBLIC COMMUNICATIONS

Ryan Gohlich

From: Bernard Kamine <BSKamine@KamineConstructionLaw.com>
Sent: Tuesday, November 12, 2013 1:30 PM
To: Ryan Gohlich
Subject: 8767 Wilshire Blvd

Mr. Gohlich,

Can't make the November 21, 2013 public hearing. I hope this qualifies as a written comment; if not please tell me the format required.

I live on Hamel, 2 blocks from the building.

The city promised the residents that this building would NOT be used for medical offices space, automobile sales or pharmacies, because of the enormous traffic such uses would generate at an already intensely busy intersection. Those prohibitions were included in the development plan for this corner that allowed the building to be built in the first place. The owners knew about these restrictions when they erected the building. What has changed since then?

The owners tried a year or so ago to lift these restrictions and the request was properly rejected. What has changed since then?

The building has sat vacant for a couple of years, because no serious attempt has been made by the owners to lease space. Does the mere lapse of time and the owners self-imposed economic distress now justify the city's reneging on the promise to the neighborhood?

A building is built with known restrictions on usage. The owners make no serious effort to lease out space for permitted uses, instead holding the whole building empty. Time passes. The owners come back to the city seeking to lift the restrictions. It is denied. Now the owners are back again with the same request: to void the very restrictions under which they were permitted to build in the first place. The only thing that appears to have changed is the membership of the city council. This renewed effort stinks of corruption. Say it ain't so . . .

Bernard Kamine

ATTACHMENT F

APPLICANT-PROPOSED CONDITIONS OF APPROVAL

APPLICATION FOR DEVELOMENT PLAN REVIEW PERMIT

8767 WILSHIRE BLVD.

ATTACHMENT

Item 1: PROJECT DESCRIPTION:

This application seeks to amend existing conditions of the Development Permit for a vacant four story commercial building at the intersection of Wilshire Boulevard and Robertson. No new construction is proposed, and changes are requested only in the permitted uses and parking provisions.

The proposal would allow up to 45% of the building (33,802 square feet) to be occupied for medical office use (subject to approval of a concurrent application for Medical Use Overlay) and would also permit a pharmacy above the ground floor of the building. In addition, the proposal would allow ground floor luxury automotive sales to the permitted uses in the building (subject to approval of a concurrent application for a Conditional Use Permit for vehicle sales in the C-3 zone). The proposed automotive use would be for new car sales and showroom only; no service of fueling activities are proposed on site. All activity will be entirely within the existing building and subterranean parking area.

Item 2: Explain how the proposed project will advance the objectives of the zone:

The existing 75,116 commercial building in the C-3 Commercial Zone has been constructed in accordance will all City codes and permits. The proposed amendments to existing conditions will allow changes in the permitted uses and parking provisions. Original conditions prohibited medical uses, pharmacies, and automotive uses.

The proposed use of up to 33,802 square feet of the building for medical office use, pharmacy above the ground floor of the building, and ground floor luxury automotive sales will be consistent with the adjoining commercial neighborhood, and can be accommodated within the existing building without any impact to adjoining commercial or residential uses. Ample parking is provided for these uses per City Code standards. Surplus public parking is available on the site, and a voluntary condition is offered to limit the cost of parking fees for public parking spaces in the building. Two hour validated parking will continue to be required for patrons of all tenants in the building.

The proposed automotive use would be for new car sales and showroom only; no service of fueling activities are proposed on site. All activity will be entirely within the existing building and subterranean parking area. The project is well situated to provide medical uses and a pharmacy, being adjacent or close to similar medical

office buildings in the area, and also convenient to the nearest major medical center, Cedars-Sinai.

The building fronts a busy commercial street (Wilshire Blvd.) and intersection (at Robertson), and is amply set back from residential uses to the rear. Anticipated traffic can be accommodated on existing roadways. No impacts on the adjacent properties or neighborhood are anticipated.

Item 3: PROPOSED REVISIONS TO EXISTING CONDITIONS:

The following revisions to the Permit Conditions for the Project as set forth in Resolution No. 07-R-12273 are proposed:

Parking Fees:.

Existing Condition 4:

Two-hour free, validated on-site parking shall be provided for patrons of all tenants, including retail, offices, restaurants and other uses that may occupy all or part of the building, and the Applicant shall provide appropriate signage at the entrances to the parking area informing patrons of the validated parking availability. The informational signage shall be subject to approval by the Director of Community Development and shall be installed prior to issuance of a certificate of occupancy.

Revised Condition 4:

Validated parking: Two-hour free, validated on-site parking shall be provided for patrons of all tenants, including retail, offices, restaurants and other uses that may occupy all or part of the building, and the Applicant shall provide appropriate signage at the entrances to the parking area informing patrons of the validated parking availability. The informational signage at the entrances to the parking area shall be subject to approval by the Director of Community Development and shall be installed prior to issuance of a certificate of occupancy. In addition, signage satisfactory to the Director of Community Development informing patrons of the availability of two hours of free validated parking shall be posted in the garage, elevators, on the ground floor, and in all offices and businesses.

Public parking: Reduced rate public parking in at least 230 self parking spaces shall be available at the Property on weekdays after 6:00 p.m. and on weekends. The Applicant will begin to offer this reduced rate parking to the public no later than the first day that tenants occupy at least 37,483 square feet of floor area at the Property. The fee for the public parking will not exceed a $5.00 flat rate for parking after 6:00 p.m., and $1.00 per hour for the first three hours plus $3.00 per half hour thereafter with a cap of $12.00 for weekend days. If in the future the City or Parking Authority increases facility parking rates, the Applicant may adjust the discounted parking rate

by the same percentage as any future adjustment to an evening parking rate offered at City or Parking Authority owned parking structures in the City's business triangle, as may be adopted in the Parking Facility Rates list by facility address on either the City Schedule of Taxes, Fees & Charges or Parking Authority Schedule of Parking Facility Rates. The reduced public parking rates shall not apply to valet parking that may be provided in the building pursuant to Condition 31 below.

Permitted Uses:

Existing Condition 17:

The following uses shall be prohibited on the Project site: medical uses; vehicle dealership-related uses, except that a maximum of 92 parking spaces may be used as car storage for nearby car dealerships; adult entertainment businesses; massage parlors; bars or taverns; liquor stores; markets; exercise facilities; hair or nail salons; pharmacies; and uses that, in the sole opinion of the Director of Community Development, would create potential traffic impacts on the Wilshire Boulevard/Robertson Boulevard intersection.

Revised Condition 17:

The following uses shall be prohibited on the ground floor level of the building on the Project site: medical uses and pharmacies. The following uses shall be prohibited on the Project site: more than 33,802 square feet of medical uses; vehicle dealership-related uses above the ground floor level of the building, adult entertainment businesses; massage parlors; bars or taverns; liquor stores; markets; exercise facilities; hair or nail salons; and uses that, in the sole opinion of the Director of Community Development, would create potential traffic impacts on the Wilshire Boulevard/Robertson Boulevard intersection.

Subject to the approval of the Medical Use Overlay Zone to the Property, up to 33,802 square feet of medical office use may be permitted on the Property. Subject to the approval of a Conditional Use Permit, luxury automobile sales uses may be permitted on the ground floor, subject to the approval by the City of the specific tenant. In addition, other uses may be permitted provided that the City Council, upon application by the Applicant, approves a reduction in the number of public parking spaces required by Permit Condition 31 as necessary to allow a particular use to meet the Municipal Code parking requirement, provided that the use and tenant shall also be approved by the City Council.

Restaurant Uses:

Existing Condition 18:

No more than 3,000 square feet of building floor area shall be used for restaurant purposes, and no more than 1,500 square feet of building area shall be dedicated to dining and bar area. Non-destination food service establishments such as coffee shops, fast food establishments, or similar establishments designed to primarily serve building tenants shall not be permitted.

Revised Condition 18:

No more than 3,000 square feet of building floor area shall be used for restaurant purposes, and no more than 1,500 square feet of building area shall be dedicated to dining and bar area. Non-destination food service establishments such as coffee shops, fast food establishments, or similar establishments designed to primarily serve building tenants shall not be permitted.

Provided, however, that this above limitation on the size of restaurant uses in the building does not apply if the City Council, upon application by the Applicant, approves the proposed restaurant tenant for expanded restaurant space. The City Council shall approve a proposed restaurant tenant if it determines i) that the proposed tenant is a destination food service establishment, and not a coffee shop, casual dining, fast casual dining, fast food, of similar non-destination establishment, and ii) that the proposed tenant will contribute to the pedestrian character of the area. In the event an expanded restaurant establishment is approved, there may be a concomitant reduction in public parking required by Permit Condition 31 as may be necessary to accommodate the expanded restaurant use.

Parking:

Existing Condition 31:

A maximum of 92 of the 358 parking spaces may be used as overflow storage of vehicles for nearby auto dealerships, and a minimum of 51 of the 358 parking spaces shall be made available for use by the general public. The 51 spaces to be available for use by the general public shall be located on the first and second levels of parking.

Revised Condition 31:

A maximum of 92 of the Project's 336 parking spaces may be used as overflow storage of vehicles for nearby auto dealerships, and a minimum of 51 of the 336 parking spaces shall be made available for use by the general public. The 51 spaces to be

available for use by the general public shall be located on the first and second levels of parking. In the event an expanded restaurant establishment is approved pursuant to Permit Condition 18, there may be a concomitant reduction in public parking required by this condition, as may be necessary to accommodate the expanded restaurant use. In the event other uses are approved by the City Council pursuant to Permit Condition 17, there may be a reduction in the number of public parking spaces required by this condition, as may be necessary to allow a particular use to meet the Municipal Code parking requirements.

Valet parking: Valet parking may be provided in the building, provided that at least 230 parking spaces are reserved for self parking. Valet parking is allowed in all other parking spaces and in aisles, provided that reasonable access and egress is maintained in the parking garage.