

VIA EMAIL

October 13, 2009

Mr. Michael Tripp
Department of Regional Planning
320 West Temple Street, Room 1362
Los Angeles, CA 90012

Re: Project R2006-03647, Project R2006-03652, Project TR067861, Project R2006-03643 and Project R2006-03644 (together the "Woodfin/Neptune Project") COMMENTS on combined Draft Environmental Impact Report (DEIR) and combined Recirculated Draft Environmental Impact Report - Neptune Marina Apartments and Anchorage/Woodfin Suite Hotel And Timeshare Resort Project ("RDEIR"): OPPOSE

Dear Mr. Tripp:

As raised in our phone conversation today, I have reviewed lease documents related to the above referenced projects and have found the following issues that 1) impact the 40% view corridor provided by the developers of Woodfin Hotel and 2) Legacy Partner's transfer of public park potential from Parcel FF to the proposed Wetland Park on Parcel 9U. 3) The Project Description of the DEIR is inaccurate and materially misleading.

1) Woodfin 40% View Corridor

In the DEIR Project Description, it is stated that:

“the Woodfin project provides an expansive 40 percent view corridor over the Parcel 9U as a trade-off for developing a taller building with a significantly smaller building footprint on the parcel.”

However, We ARE Marina del Rey ("WAM") points out that the Parcel FF Lease Agreement attached to the Parcel FF Lease Option Agreement dated August 19, 2008 includes the following section on the Wetland Park:

5.2 Wetland Park. (ALTERNATIVE 1: Lessee, County and (insert name of lessee of Parcel 9V)) have entered into that certain agreement for the development of a wetland park on Parcel ____ (the "Wetland Park" and the "Wetland Park Agreement"). A default by Lessee under the Wetland Park Agreement shall constitute a default under this Lease subject to the cure periods provided in subsections 13.1.1 and 13.1.3 below.)

(ALTERNATIVE 2: If an option for the lease of Parcel 9V has not been exercised as of the Effective Date, then Lessee shall construct a wetland park on Parcel ____ (the "Wetland Park") in accordance with the Wetland Park design approved by County pursuant to the Option Agreement. County hereby grants to Lessee access to the land on

which the Wetland Park is to be constructed for the purpose of the construction thereof. In addition, to the extent necessary for staging or construction access purposes, County agrees to provide Lessee with access to Parcel 9V on terms and conditions reasonably satisfactory to County and Lessee, provided that such access for staging or construction access purposes does not interfere with the use or development of Parcel 9V.

It is unequivocally clear from these duly executed agreements that Parcel 9U will be divided into two parcels, 9V for lease to the Woodfin project developers or any other future lessee AND a parcel yet to be named, but defined as the Wetland Park.

You stated in our phone conversation today that the DEIR was written based on, and that your department assumed that, the developers of the Woodfin project would be leasing the entire Parcel 9U and providing the southerly portion to the County for the wetland park.

You also stated in email correspondence today that according to County Counsel, Beaches and Harbors was not going to split Parcel 9U but just retain leasehold interest in the wetland portion of parcel 9U. This does not correlate with the Parcel FF lease option/lease agreement provisions.

The Marina del Rey Land Use Plan, Section C.9 Coastal Visual Resources Section E Policies and Actions, #6 states:

“All development, redevelopment or intensification on waterfront parcels shall provide an unobstructed view corridor of no less than 20 percent of the parcel’s water front providing public views of the Marina boat basins and/or channels.”

8.b from the same Section E states:

“...structures proposed on parcels where a 140 foot standard applies...may be allowed up to a maximum height of 225 feet when a 40 percent view corridor is provided.”

The Land Use Plan implies that view corridors are related to the specific parcel on which the project is being developed. The Woodfin project is being developed on separate parcel from the wetland park, which is providing the view corridor.

This has serious implications on the provision of the view corridor that allows the Woodfin project to go to 225 feet. **The Woodfin project (Project #TR067861) DOES NOT PROVIDE an expansive view corridor nor does the developer of the Woodfin project. So how are they getting the height bonus of 85 feet?**

Therefore, we believe that Project #TR067961 is out of conformity with the Marina del Rey LCP. The application of a height bonus of 85 feet based on the provision of a 40% view corridor has been incorrectly applied and should be removed, providing a maximum height of 140 feet.

2) Transfer of Public Park Potential/Open Space from FF to Wetland Park

Page 51 of the DEIR Project Description quotes from Section E.3 of the Marina del Rey Specific Plan, Section 22.46.1060, Communitywide design guidelines, when describing view corridor standards to justify placing the wetland park below the Woodfin view corridor. But the analysis leaves out Section E.2 that states:

“2. View Corridor Requirements. Parcels located between the water and the first public road shall provide a view corridor allowing uninterrupted views of the harbor from the road to the waterside, at ground level.”

Your analysis omits the word at “ground level” when stating the LCP’s view corridor requirements. The view corridor starts from ground level, not the air space above the land. The DEIR interpretation is misleading to the public and the Regional Planning Commissioners. Section E.3 does allow below grade parking lots to be placed under the view corridor but it does not offer allowances for other land uses, such as a wetland park.

Therefore, we believe that the use of the wetland park to satisfy the open space/public park loss on FF fails, which makes the project out of conformity with the LCP.

3) DEIR Project Description

Because of the issues raised in Items 1 and 2 above, the Project Description as outlined in the DEIR/RDEIR is materially incorrect and misrepresents the actual project(s) to be carried out. It should be recirculated with accurate and meaningful project descriptions.

Together,
We ARE Marina del Rey



David Barish
Co-Director
davidb@wearemdr.com
www.wearemdr.com