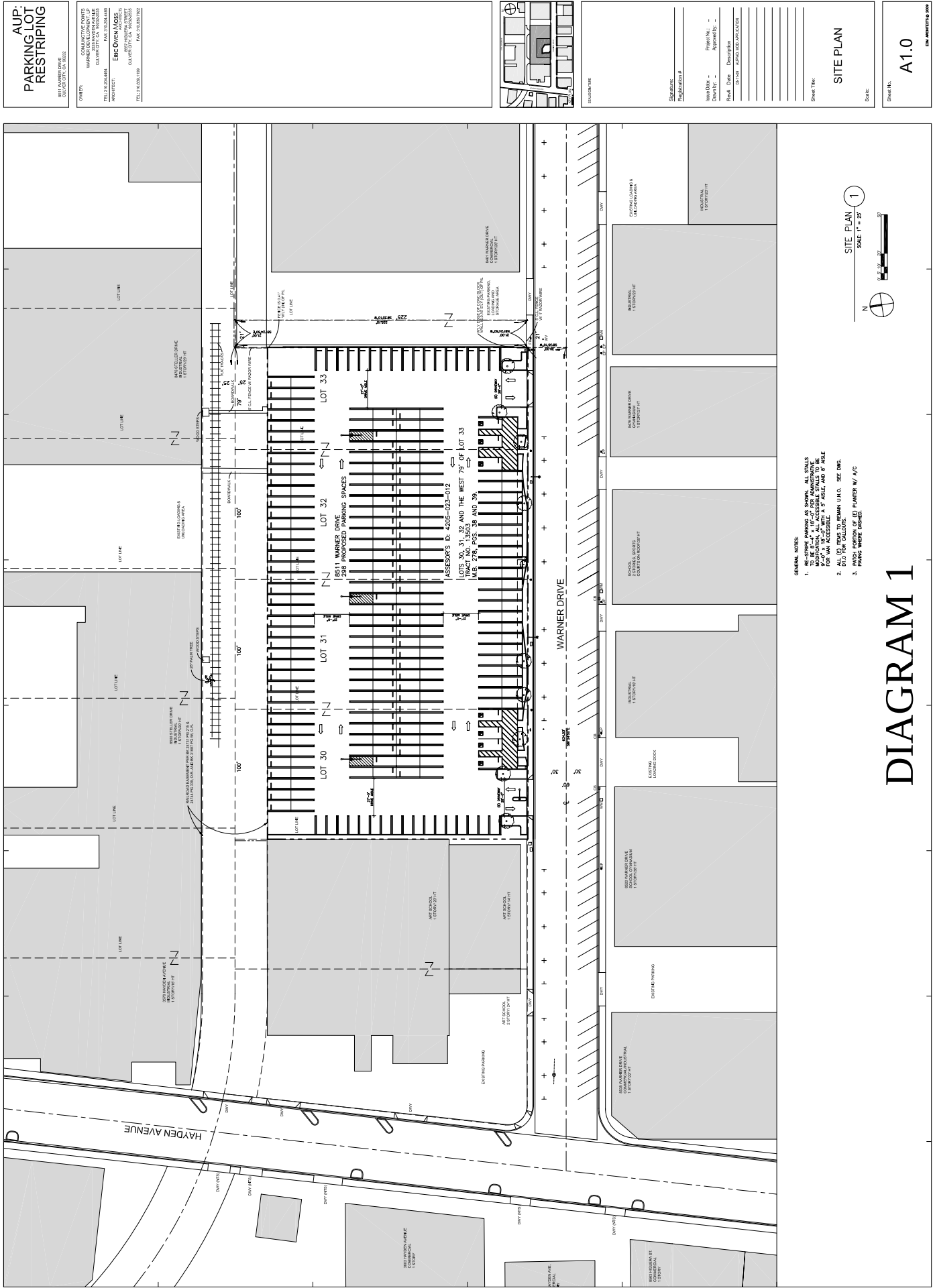


MEETING DATE: **05.10.10**

AGENDA ITEM: **PUBLIC HEARING - Consideration of Amending a Public Parking Covenant to Permit Tandem Parking and Adopting a Resolution (1) approving an Administrative Use Permit for Tandem Parking and (2) an Administrative Modification to Allow a Reduction of Parking Stall Widths on an Existing Surface Parking Lot at 8511 Warner Drive.**

ATTACHMENTS

	<u>Pages</u>
1. Proposed Tandem Parking Layout Plans	1-2
2. Plan for Implementation of Tandem Parking/Parking Attendant System	3-5
3. Draft Covenant Amendment	6-12
4. Draft Conditions of Approval	13-14
5. Correspondence	15-16



[illegible]

ATTACHMENT 2

Plan for Implementation of Tandem Parking/Parking Attendant System at Warner Drive Parking Lot (3/19/2010)

The purpose of this document is to present to the City of Culver City a plan and program for implementation of tandem parking at the surface parking lot owned by Conjunctive Points Warner Development, LLC (CPWD) on Warner Drive in the Hayden Tract area of Culver City. The plan is being implemented to help accommodate a portion of the existing excess demand for parking which CPWD is aware of in the area (as evidenced by its own waiting list for spaces at the lot), and to accommodate a limited number of short term hourly users the need for which it is also aware exists. The goal is to reduce on-street parking congestion in the area and to minimize the impact of illegal parking in adjacent neighborhoods.

- 1) CPWD will restripe the lot pursuant to the attached Diagram No. 1, adding 56 tandem spaces and increasing the total number of spaces available at the lot from 242 to 298. In the event CPWD acquires the right to use the surface of one-half of the railroad easement currently owned by the City, this area may be resurfaced and striped pursuant to the attached Diagram No. 2, adding an additional 40 triple

ATTACHMENT 2

tandem spaces and increasing the number of spaces available at the lot from 242 to 338.

- 2) All monthly users of the lot will be issued a tag which must be displayed in the front window of their car.
- 3) Based upon actual demand, CPWD will station qualified parking attendants at the lot from 7A.M. to 7 P.M. Monday through Friday (except Federal holidays), or lesser hours if demand is less. Cars will be parked at the lot on a first come first served basis with no reserved spaces assigned. Earlier arrivals will be instructed to take the innermost spots in the tandem configured spaces. Those users taking innermost parking spaces will be instructed to take their car keys.
- 4) All later arriving tandem parkers who create a potential blockage will be asked to leave their keys with the attendants who will maintain a locked key box at the entry shack stationed near the west entrance. Parkers creating a potential blockage will be reminded to retrieve their keys by 7 P.M. The attendants will resolve all potential blockages before leaving the lot. Keys that are not picked up by 7 P.M. will be held at the parking security guard building located at National and Hayden which remains open with an attendant 24 hours a day.
- 5) All requisite insurance policies will be maintained in full force and effect.

ATTACHMENT 2

- 6) Ingress into and egress out of the lot will be maintained through the two existing entrances off of Warner.
- 7) Provided there is demand, provision for up to 20 short term hourly parkers will be made with hourly rates posted at the west entrance.
- 8) Nothing in the plan will interfere with or expand CPWD's duties under the Public Parking Covenants to provide 242 spaces to Hayden Tract Property Owners through June 12, 2016.
- 9) If there is adequate demand for additional parking by Hayden Tract Property Owners and their tenants, CPWD may provide shuttle service in and around the Hayden Tract. The shuttle service would be operated from 7 A.M. to 7 P.M., Monday through Friday (excluding Federal holidays) or such other times as may be warranted.

OFFICIAL BUSINESS Document
entitled to free recording per
Government Code Section 6103 and 27383

Recording Requested by
And When Recorded Return to:
CITY OF CULVER CITY
9770 Culver Boulevard
Culver City, California 90232
Attention: City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**FIRST AMENDMENT OF PUBLIC PARKING COVENANTS
AFFECTING REAL PROPERTY**

THIS FIRST AMENDMENT OF PUBLIC PARKING COVENANTS AFFECTING REAL PROPERTY ("Amendment") is entered into by and between THE CITY OF CULVER CITY, a municipal corporation (the "City") and CONJUNCTIVE POINTS WARNER DEVELOPMENT, LLLP, a Delaware limited liability limited partnership (the "Conjunctive Points").

RECITALS

A. City and Conjunctive Points entered into that certain Purchase and Sale Agreement dated March 28, 2006, which was amended by that certain Amendment to Purchase and Sale Agreement dated _____, 2008 (collectively the "Purchase Agreement"), incorporated herein by this reference, wherein City conveyed to and Conjunctive Points acquired, subject to the Public Parking Covenants, that certain real property legally described in the "Legal Description" attached hereto as Exhibit "A" and incorporated herein by this reference (the "Property").

B. Pursuant to the Purchase Agreement, City and Conjunctive Points entered into that certain Public Parking Covenants Affecting Real Property which was recorded against the Property on June 12, 2006, as Document Number 06-1279457 among the official records of the County Recorder of the County of Los Angeles (the "Official Records"), as clarified by that certain Clarification of Public Parking Covenants recorded on December 17, 2008 in the Official Records as Document No. 2008-2212286 (the "Public Parking Covenants"), incorporated herein by this reference. Any capitalized term not defined herein shall have the meaning ascribed to such term in the Public Parking Covenants.

C. On March 11, 2009, Conjunctive Points filed for an Administrative Use Permit ("AUP") with the Culver City Planning Division for authority to tandem park on the Property which would allow for an additional 56 parking spaces at the Property. The AUP included a management and operation plan. The Public Parking Covenants do not currently allow for tandem parking and require an amendment to the Public Parking Covenants. The parties hereto now desire to amend the Public Parking Covenants to allow for tandem parking on the Property, subject to and in accordance with all terms and conditions of this Amendment.

AMENDMENT OF THE PUBLIC PARKING COVENANTS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, City and Conjunctive Points hereby agree as follows:

1. Extension of Term of Public Parking Covenants. The term of the Public Parking Covenants is hereby extended an additional five (5) years, such that the term expires fifteen (15) years following the recordation of the Public Parking Covenants.

The definition of “Term” in the “Definitions” section of the Public Parking Covenants shall be deleted in its entirety and replaced with the following:

““Term” shall mean a fifteen (15) year period ending fifteen (15) years following recordation of these Public Parking Covenants.”

2. Tandem Parking. Section 1.a of the Parking Covenants shall be amended to add the following Subparagraph:

“(15) During the Term of these Public Parking Covenants and thereafter, Buyer shall have the right to implement tandem parking on the existing surface parking lot currently located on the Property subject to a specific management and operation plan first approved in writing by the City Manager or designee, in the City Manager or designee’s sole and absolute discretion, which approval may be conditioned upon the satisfaction of such terms and conditions as the City Manager or designee may prescribe. The management and operations plan shall contain, among other things, a provision requiring a minimum of two (2) employees of Buyer to be present and remain on the Property at all times between the hours of ____ to _____ to assist with the parking and retrieval of vehicles to facilitate the orderly operation of the tandem parking.

The use of tandem parking will result in 56 additional parking spaces on the Property in excess of the two hundred forty-two (242) Public Parking Spaces (the “Tandem Parking Spaces”). All costs associated with installing, implementing, maintaining and operating the tandem parking and the Tandem Parking Spaces shall be paid solely by Buyer. The rental rate for the Tandem Parking Spaces shall be subject to the fair market Parking Rate requirements of Paragraph 1.a (8), above, except and unless: (1) a different rental rate for the Tandem Parking Spaces is first approved in writing by the City Manager or designee; or (2) the rental rate for the Tandem Parking Spaces is not effective until after the expiration of the term of these Public Parking Covenants.

The use of tandem parking and the Tandem Parking Spaces shall not increase Buyer’s obligation to provide the two hundred forty two (242) Public Parking

Spaces required in this Public Parking Covenant except as follows:

- a. Buyer shall first offer the use of the Tandem Parking Spaces (i) to Public Users that are not affiliates of Buyer and/or Samitaur Constructs, and (ii) to the Willows Community School; and
- b. Before offering the use of the Tandem Parking Spaces to (i) anyone other than a Public User that is not an affiliate of Buyer and/or an affiliate of Samitaur Constructs or (ii) the Willows Community School, Buyer shall provide evidence satisfactory to the City Manager or designee that Buyer made diligent and good faith attempts and efforts to rent such Tandem Parking Spaces to (i) Public Users that are not affiliates of Buyer and/or Samitaur Constructs and (ii) to the Willows Community School; and
- c. Before offering the use of the Tandem Parking Spaces to an affiliate of Buyer or an affiliate of Samitaur Constructs, Buyer shall provide evidence satisfactory to the City Manager or designee that Buyer made diligent and good faith attempts and efforts to rent such Tandem Parking Spaces to (i) Public Users that are not an affiliate of Buyer and/or an affiliate of Samitaur Constructs and (ii) the Willows Community School.

Buyers right, subject to the terms and conditions herein, to implement and operate tandem parking and Tandem Parking Spaces granted in this paragraph (15) solely applies to the implementation and operation of tandem parking and the Tandem Parking Spaces on the existing surface parking lot currently located on the Property and does not include, extend or apply to any Substituted Parking (as defined herein), a Parking Structure (as defined herein) or that certain railroad easement owned by the City abutting the Property.”

3. Conjunctive Points acknowledges and agrees that this Amendment does not modify or alter in any way the manner in which the parking rate paid to Buyer by the Public Users and the Willows Community School for the use of the Public Parking Spaces is determined under the Public Parking Covenants. Conjunctive Point further acknowledges and agrees that (i) that the term “Property” as used herein and in the Public Parking Covenants does not include any portion of that certain railroad easement owned by the City abutting the Property, and (ii) this Amendment does not in any way grant Conjunctive Points permission, authority or right to access, use or occupy any portion of that certain railroad easement owned by the City abutting the Property.

4. This Amendment does not (i) grant or guarantee any entitlement to any additional parking spaces to Public Users or the Willows Community School beyond the 242 total parking spaces allocable to the Public Users and the Willows Community School as set forth in the Public Parking Covenants, except as set forth herein, (ii) grant Conjunctive Points permission, authority or right to access, use or occupy any portion of that certain railroad easement owned by the City abutting the

Property at any time, (iii) grant Conjunctive Points permission, authority or right to implement tandem parking in connection with any Substituted Parking or a Parking Structure, or (iv) amend any City laws, codes or rules relating to the allocation or use of parking spaces.

5. Should a conflict arise between this Amendment and the Public Parking Covenants, the provisions of this Amendment shall prevail.

6. Except as expressly provided otherwise in this Amendment, the Public Parking Covenants remain in full force and effect, enforceable in accordance with its terms, without diminution or waiver of any kind of right or remedy of the City thereunder.

7. This Amendment shall become effective upon its execution by the City Manager or designee.

[remainder of page intentionally blank]

[signatures continued on the following page]

IN WITNESS WHEREOF, City and Conjointive Points have signed this Amendment as of the dates set opposite their signatures.

Dated: _____, 2010

“City”
CITY OF CULVER CITY

By: _____
P. Lamont Ewell
Interim City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____
Carol A. Schwab
City Attorney

By: _____
Sol Blumenfeld
Community Development Director

KANE, BALLMER & BERKMAN
Special Counsel

By: _____
Murray O. Kane

[signatures continued on the following page]

“Conjunctive Points”

**“CONJUNCTIVE POINTS WARNER
DEVELOPMENT, LLLP.** a Delaware limited
liability limited partnership

Dated: _____, 2010

By: _____
Frederick N. Smith, President of
Conjunctive Points Warner Development,
Inc., General Partner of Conjunctive Points
Warner Development, LLLP

Exhibit A

LEGAL DESCRIPTION

All the certain real property located in the City of Culver City, County of Los Angeles. State of California, described as follows:

Lots 30, 31, 32 and 33 of Tract No. 13503, in the City of Culver City, as per map recorded in Book 278 pages 38 and 39 of Maps, in the office of the county recorder of said county.

Except the Easterly 21 feet of said lot 33 and the Northerly 25 feet of said lots 30, 31, 32 and 33.

APN: 4205-023-901

Draft Conditions of Approval

1. The final drawings submitted for this approval shall conform to the preliminary development plans date stamped March 19, 2010. A maximum of 298 parking spaces shall be provided on the subject property with 248 of the spaces in double tandem configuration and 9 in triple tandem configuration for a total of 257 tandem spaces. The final drawings submitted for this approval shall conform to the preliminary development plans date stamped March 19, 2010.
2. The approval of Administrative Use Permit P-2009039 and Administrative Modification P-2009040 is contingent upon approval of the Public Parking Covenant to permit tandem parking and the conveyance of city property (the Rail Spur).
3. Administrative Use Permit P-2009039 and Administrative Modification P-2009040 shall expire unless the use has commenced on the site within one (1) year after the effective date of this approval or prior to the approval expiration date, or any previously granted extension to that expiration date, a written request for an extension, accompanied by any and all required fees, has been satisfactorily filed by or on behalf of the applicant/property owner and, thereafter, an extension is granted by the Community Development Director.
4. The parking spaces shall meet all requirements of Culver City Municipal Code (CCMC) Chapter 17.320-Off Street Parking and Loading and all other applicable requirements of CCMC Title 17- Zoning.
5. Conditions of approval herein shall apply to the applicant, the contractor/builder of the project, the property owner, and any successor property owner that may legally assume benefit of this Administrative Use Permit, AUP P-2009039, and Administrative Modification, AM P-2009040.
6. The City Council may revoke or modify the Administrative Use Permit and/or the Administrative Modification if the conditions of approval herein are not complied with. Prior to such revocation or modification, timely notice and response opportunities shall be given to the applicant.
7. Prior to the utilization of the parking lot for tandem parking, a parking lot striping plan that meets all requirements of CCMC Chapter 17.320-Off Street Parking and Loading and all other applicable requirements of CCMC Title 17- Zoning shall be submitted to the Planning Division. The plans must demonstrate a minimum of 8'-4" in width for all tandem parking spaces.
8. Prior to the utilization of the parking lot for tandem parking, a final parking lot operations and management plan outlining the provisions for implementation of tandem parking and the parking attendant system consistent with the plan

submitted as part of the AUP application on March 19, 2010 shall be reviewed and approved by the Community Development Director.

9. Prior to the utilization of the parking lot for tandem parking, an amendment, as approved by the City, to Public Parking Covenants Affecting Real Property recorded on June, 12, 2006 in the Official Records of the Los Angeles County Recorder's Office as Document No. 06-1279457 to permit tandem parking on the subject property shall be recorded.
10. All planted areas shall be landscaped, irrigated and maintained pursuant to CCMC Title 17 – Chapter 17.310, Landscaping.
11. By taking any benefit of this approval , the applicant and the property owner jointly and severally hereby agree to indemnify , defend and hold harmless the City, and the City's elected and appointed officials , officers , employees , agents , contractors and consultants from and against any and all claims, demands, lawsuits, judgments, liability, injury or damage which may result from or arise in connection with third party challenges to the City's approval of the project.

ATTACHMENT 5

Dear Honorable Mayor and City Council Members:

We are writing this letter for the purpose of advising you of our concerns in reference to the request by Conjunctive Points Warner Development, LLC ("CPWD") regarding "tandem parking" at the Warner Lot. We understand this request is to be heard in both open and closed sessions of council.

Whereas the request and plan appears simple, in fact, it is quite complex. It attempts to combine different issues into one request that if approved as proposed will harm many property owners in the Hayden Tract.

The concept of tandem parking at the Warner Lot might be something we can support, however, giving our full support would require understanding and hopefully offering input toward the modifications of the existing covenant.

Our main concern is the manner in which the application discusses permission for tandem parking beyond their property and to include the city owned "former railroad easement". We are opposed to this concept and the linking of permission to include anything but their own property.

Currently all of the property owners on the spur (former rail easement) between Hayden Avenue and Eastham Avenue are in discussions with the Community Development Agency for purposes of developing a "Co-op Parking District" that would greatly assist with some of the parking demands in the area while utilizing our own properties.

The sale or lease of the city's portion of the spur to "CPWD" will interfere with our efforts and intentions as well as strengthen "CPWD's" monopoly of parking in the area.

We request that you separate the "CPWD" request and not allow the proposal to be combined into one.

We also request that you postpone any consideration for tandem parking on the city owned spur property until there is a determination of how that property will be utilized.

Many of you know there is a long history with the "CPWD", Warner Lot, its adjacent Hayden Tract properties and owners. As we are aware of this history we would imagine that the questionnaire that "CPWD" circulated to the Hayden Tract could be portrayed by them in a manner that ultimately could hurt us.

We ask you to please be transparent and equitable and make the best deal for the greater good of the area, its property owners and the City.

Sincerely,

Michael Wellman - 3578 Hayden Avenue
David Freitag - 3623 Eastham and 8439 Warner Avenue

ATTACHMENT 5

Bobby Perez -	8468 Warner Avenue
Jim Jacobsen -	8500 Steller Drive and 8440 Warner Drive
George Schlatter -	8476 Steller Drive
Tom Walsmith -	8454 Steller Drive
Greg Toomey -	8432 Steller Drive