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- **"Initial Submissions"**: Compliant submissions received no later than by end of day Monday of the week prior to the meeting, which are not integrated by reference or exhibit in the Staff Report, will be appended at the end of the Staff Report. The Staff Report is linked to the case number on the specific meeting agenda.

- **"Secondary Submissions"**: Submissions received after the Initial Submission deadline up to 48-hours prior to the Commission meeting are contained in this file and bookmarked by the case number.

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If you have any questions, please contact the Commission Office at (213) 978-1300.

SECONDARY SUBMISSIONS

Item No. 8

Department of City Planning

City Hall, 200 North Spring Street, Room 525, Los Angeles, CA

July 9, 2025

TO: City Planning Commission

FROM: More Song, City Planner
Department of City Planning, Major Projects

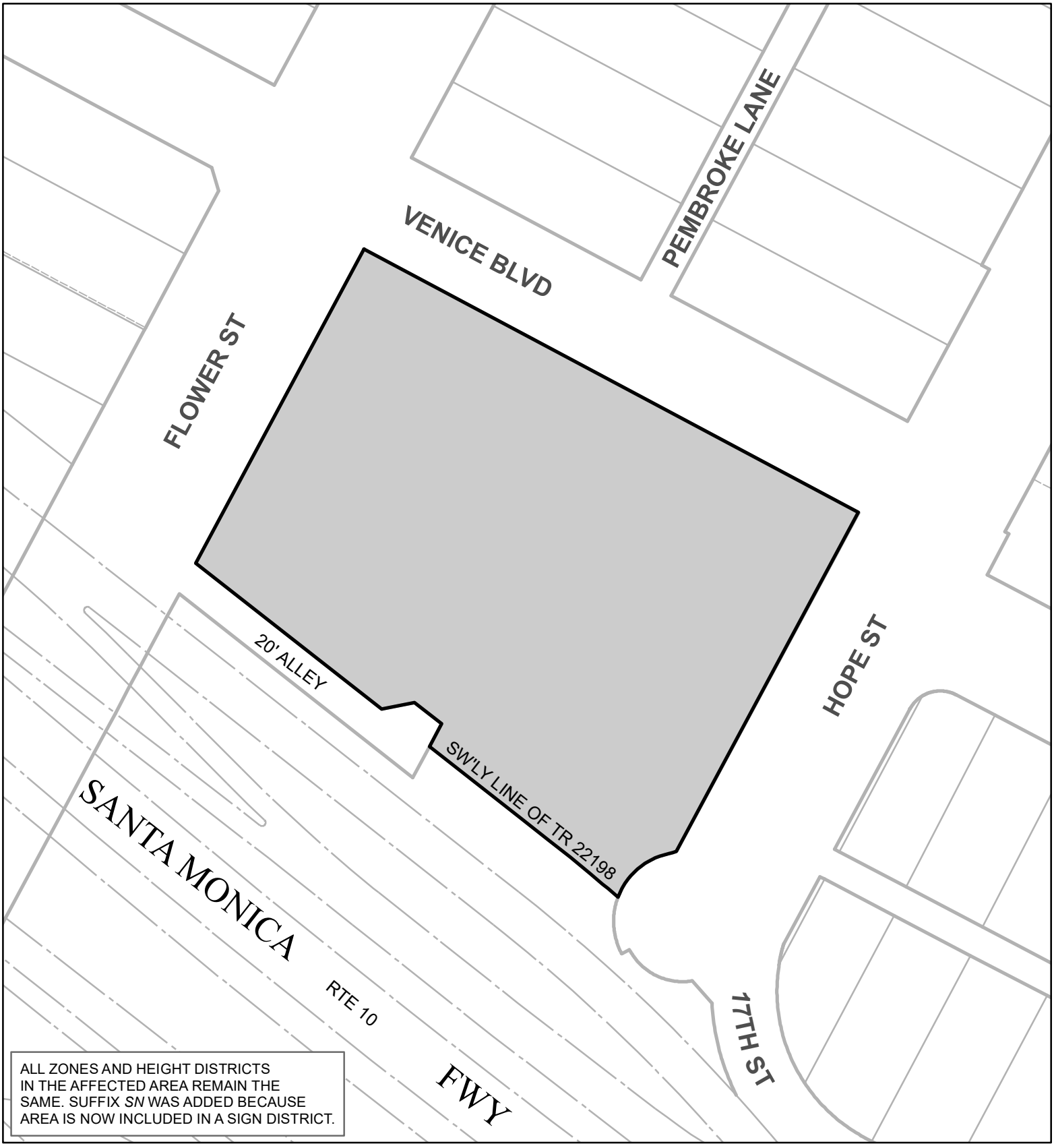
TECHNICAL MODIFICATION TO THE STAFF RECOMMENDATION REPORT FOR CASE NO. CPC-2018-3336-SN-TDR-CUB-SPR-MSC LOCATED AT 1600 SOUTH FLOWER STREET

The following technical modification is presented for your consideration to be incorporated into the Staff Recommendation Report at the City Planning Commission meeting of July 10, 2025, related to Item No. 8 on the meeting agenda.

Addition of Exhibit F: Sign District Zoning Map

The Project includes a Sign District, as provided in the draft Ordinance attached to the Staff Recommendation Report as Exhibit D. However, the accompanying Sign District Zoning Map illustrating the proposed addition of the Sign District to the underlying zone was inadvertently omitted. Therefore, Planning recommends that the attached Sign District Zoning Map be added as Exhibit F.

This proposed change is entirely administrative and does not substantially alter any portion of the Staff Recommendation Report, including analysis, findings, and other Conditions of Approval.



SOUTH PARK TOWERS SIGN DISTRICT

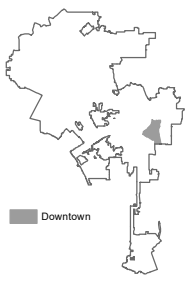
0 75 150

Feet

CPC-2018-3336-SN-TDR-CUB-SPR-MSC

AA/Cf 070725

City of Los Angeles



Data Sources: Department of City Planning & Bureau of Engineering

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June 12, 2025

City Planning Commission
City of Los Angeles
221 N. Figueroa Street, Suite 1350
Los Angeles, CA 90012

Re: Appeal of Vesting Tentative Tract Map No. 82213-1A
Case No. VTT-82213-1A / ENV-2018-3337-SCEA

Dear Chair and Commissioners:

Below is a point-by-point reply to the Department's "Staff Response" in VTT-82213-1A. Each numbered response corresponds to a Staff Finding in the Appeal Report:

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1. "The eight covenant spaces are counted within the 283 total and need not have a dedicated entrance."

Reply:
The recorded Covenant (Instrument 84-1182551) was executed in 1984 for a small surface-level garage serving a single building—its context was a simple lot. The new development introduces a multi-level, 283-stall garage with complex ramp systems and a significant shortage of parking for 250 residences, 300 hotel rooms, and ground-floor retail. For **41 years**, I and my tenants relied on those eight stalls with **exclusive** alley ingress at 1616 S. Flower. In this multi-use facility, those stalls will be vulnerable to use by others unless they remain locked behind a dedicated entrance. The covenant's purpose—to secure those eight specific stalls with dedicated alley access at 1616 Flower—cannot be satisfied by counting them among hundreds of other spaces. The City must require preservation of the historic 1616 Flower entrance to honor the covenant's intent, maintain exclusivity amid overall parking shortages, and prevent misuse by hotel, residential, or retail patrons.

2. Staff Finding: Eight off-site spaces still appear on the Site Plan, so the Judgment is satisfied.

Reply:

1. For the past **41 years**, I have used those eight covenant spaces with entrance **only** from 1616 S. Flower, pursuant to the recorded **Covenant**, the **Stipulated Judgment**, and my **Certificate of Occupancy**. This continuous use reinforces the exclusive right to that specific ingress.
2. The **City** was involved from the outset of the litigation: LADBS and Deputy City Attorney **Charles Sewell** participated in negotiations, and the City was only dismissed from the case upon my full settlement. As **Staff recommended**, **all parties—including the City—must return to the original judge** to conclusively determine the proper entrance. The Project must be **halted** until that judicial decision is rendered.
3. Staff misinterprets LAMC 12.21.A.4(g): The Project merged multiple historic parcels into one large lot in 2018, as the new-horizon applicant's attorney admitted. That consolidation directly conflicts with my **Covenant**, **Settlement**, **Judgment**, **CoO**, and **41 years** of uninterrupted use. The code requires measuring 750 feet from the actual use parcel—**1721 S. Flower**—to the parking parcel **1616 S. Flower**, not from a newly merged super-lot boundary. The Commission must reject any interpretation that allows the merged lot to erase the covenant's requirement for ingress at 1616 Flower.

3. Staff Finding: Interim parking during construction will be provided on-site or on other applicant-owned parcels.

My Reply:
During demolition, **no** on-site garage will exist. Relying on unnamed "other parcels" is speculative and offers no guaranteed spaces. The Settlement Agreement and Judgment require an **irrevocable**, recorded covenant on specific alternate parcels **within 2,000 feet before** any demolition begins. That recorded covenant must be a condition of any demolition permit. As **Staff recommended**, **all parties—including the City—must return to the original judge** to conclusively determine the proper interim parking. The Project must be **halted** until that judicial decision is rendered.

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4. Staff Finding: The VTTM fails to honor the covenant obligations by the Applicant.

Staff Response 4:
The Appellant claims the Applicant is using broad discretion to relocate the parking spaces, impairing access to the parking spaces and signage, and affecting their rights under the Stipulated Judgment. As discussed in Staff Responses 1 and 2, the Project provides the requisite number of off-site parking spaces for the Appellant's Property. Further, the Stipulated Judgment and the Settlement Agreement do not contain any references to signage, use, or access. However, Case No. ZA-2003-9927-CUX-PA5 does require signage to be posted at the site where off-site parking is provided, a Condition which has been carried over to related Case No. CPC-2018-3336-SN-TDR-CUB-SPR-MSC

(Condition 30). Finally, as discussed in Staff Response 2, enforcement of the Settlement Agreement is a private matter. Therefore, the VTTM does not fail to honor the Recorded Covenant obligations by the Applicant, and the appeal point should be denied.

My Reply:

1. The **Stipulated Judgment** (BC492202) and **Recorded Covenant** (Instrument 84-1182551) expressly require those eight stalls remain accessible **only** via the curb cut and public alley at **1616 S. Flower**. Any relocation without preserving that ingress directly violates the covenant's terms.

2. The Settlement and Judgment focus on both **use** and **access**—ensuring no impairment. While signage conditions (PA-5) address customer wayfinding, they do not override the covenant's express access requirement.

3. By **merging lots** and proposing a Hope Street entry, the Applicant undermines both **access** and **signage** previously approved by the City Attorney's Office and LADBS. This broad discretion is expressly prohibited by the covenant's language: ingress may not be impaired.

4. Enforcement remains a private right only to the extent the City fails to condition its approvals. Under **CCP § 664.6**, the City must enforce the Judgment by requiring the 1616 Flower entrance be retained in the VTTM conditions.

   Clarification: Staff misinterprets and misleadingly applies the PA-5 signage condition as if it stemmed from the Covenant or Judgment. In reality, the Zoning Administrator's PA-5 finding solely aimed to ensure dance-hall customers had easier, direct access to the parking spaces in 1616 S. Flower. Generic garage signage in a 1,000-stall facility will not suffice because of new development. It did **not** modify or limit my private covenant rights or the Judgment's requirements for that dedicated alley entrance at 1616 S. Flower.

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5. Staff Finding: The City has a legal obligation to enforce the covenant and failure to enforce it would violate a court order.

Staff Response 5:
The Appellant claims that the City's failure to adhere to the Settlement Agreement would expose the City to legal liability. As discussed in Staff Responses 1 and 2, the City's only obligation is to enforce the Conditions of Approval associated with Case No. ZA-2003-9927-CUX-PA5, and not the Settlement Agreement. The Project provides the requisite number of off-site parking spaces for the Appellant's Property, in compliance with Condition No. 7 of Case No. ZA-2003-9927-CUX-PA5, the Recorded Covenant, and

Settlement Agreement; and approval of the VTTM does not invalidate any of these requirements. As such, the appeal point should be denied.

My Reply:

1. The City's obligations derive directly from the **Stipulated Judgment (BC492202)** and **Settlement Agreement**, which are incorporated into the Conditions of Approval for ZA-2003-9927-CUX-PA5. The City cannot cherry-pick obligations; it must enforce **all** settlement terms—particularly the requirement to preserve ingress at 1616 S. Flower.
2. PA-5 signage conditions (Condition 7) address only customer wayfinding; they do not satisfy the covenant's **access** requirement. Enforcing PA-5 alone while ignoring the Settlement's access provisions constitutes a breach of the City's court-imposed duties.
3. Under **CCP § 664.6**, when the City adopts a settlement as a condition of approval, it retains jurisdiction to enforce that settlement. Failure to condition the VTTM on preserving the 1616 Flower entrance places the City in contempt of its own Judgment and subjects it to legal liability for both injunctive and damages claims.
4. The City must therefore **include a specific VTTM condition** mandating preservation of the historic alley entrance at 1616 S. Flower, in addition to all PA-5 signage conditions, to fully comply with its legal obligations.
5. A regulatory taking occurs when a valid property right (direct alley access to covenant stalls) is functionally destroyed. Relocating that access to Hope Street forces me into a multi-level garage, across busy streets, and beyond 750 feet—effectively extinguishing my covenant right. That constitutes both a taking and a denial of due process, absent full restoration of the historic alley entrance that has been used for 41 years from 1616 S. Flower.

6. Staff Finding: Approval of the Project would constitute a taking and violates due process.

Staff Response 6:
The Appellant claims that the City, in approving a Project which does not comply with the Appellant's preferred arrangement of parking and Recorded Covenant, would dilute or extinguish the Appellant's property rights, constituting a regulatory taking and violating due process rights. As discussed in Staff Responses 1 and 2, the Project provides the requisite number of off-site parking spaces for the Appellant's Property, in compliance with Condition No. 7 of Case No. ZA-2003-9927-CUX-PA5, the Recorded Covenant, and the Settlement Agreement. Further, there is no demonstrable evidence that replacing the off-site parking in-kind would result in the dilution or elimination of the Appellant's property rights. Therefore, the appeal point should be denied.

My Reply:

1. **Destruction of a Valid Property Right:** A taking occurs when government action denies an owner the use of a vested property right. Here, the covenant guarantees **direct, ground-level** alley access at 1616 S. Flower. Forcing reliance on a remote, multi-level garage—across busy streets and beyond 750 feet—effectively strips that right, constituting an uncompensated regulatory taking under the Fifth Amendment and California Constitution.
2. **No "In-Kind" Equivalence:** The claim of "in-kind" replacement ignores qualitative differences: off-site stalls hidden in a vast garage are not the same as the guaranteed, secure, exclusive stalls with dedicated alley ingress that the covenant and Judgment secured. Courts have repeatedly held that functional equivalence must preserve both location and access, not just stall count.
3. **Due Process Violation:** Arbitrarily uprooting a court-confirmed covenant right without notice or opportunity to be heard violates procedural due process. The City must first amend its permits only after full judicial review—as Staff itself recommended—rather than unilaterally nullify the covenant.
4. **Judicial Enforcement Required:** Under **CCP § 664.6**, the City retains jurisdiction to enforce the covenant. If the City wishes to alter this right, **all parties—including the City—must return to the original judge** for a binding determination. In the interim, the Project's approval must be halted to avoid irreparable harm and constitutional violations.

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7. Staff Finding: The overall parking provided by the Project is inadequate and will negatively impact neighborhood parking.

Staff Response 7:
The Staff asserts the Project's 283 spaces (including the Appellant's eight) exceed the 297-space requirement after reductions, and that transit options and long-range Downtown Community Plan goals mitigate any neighborhood impact.

My Reply:

1. **Peak Demand vs. Supply:** 250 residences + 300 hotel rooms (1.5 cars/room) + 13,120 sf retail easily generate demand for over **600 spaces**, not 283. The 297-space requirement post-reduction is purely theoretical and does not reflect real-world needs.
2. **Net Deficit:** Full code requires 371 stalls; the Project delivers 283—a **88-stall deficit**. Even counting the eight covenant stalls, the neighborhood absorbs an 80-stall shortfall, increasing street cruising and spillover.
3. **Covenant Priority Over Transit Vision:** The Downtown Community Plan's future transit-first ethos cannot extinguish a **recorded covenant** guaranteeing eight dedicated stalls with alley ingress. Private rights and 41 years of use must take precedence.

4. **Localized Congestion & Safety:** Overflow parking on Flower, Hope, and Venice will exacerbate traffic, block fire/emergency access, and degrade pedestrian safety in the alley. Transit ridership does not meaningfully substitute for resident, guest, or retail parking demand.

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8. Staff Finding: The overall parking provided by the Project will have a broader community impact, as mentioned by community members.

**Staff Response 8
The Appellant claims that the parking design for the Project cannot support the scale and density of the development. The Appellant further claims that this would have negative impacts on residential and commercial areas due to strain placed on public infrastructure and would burden adjacent residential and commercial areas with overflow parking demand, causing concern amongst community members.

As discussed in Staff Response 7, the subdivision of the site for the creation of new airspace lots does not violate any parking standards of the LAMC or land use policies. A proposed Project is being considered for the Project Site under the related CPC case. In conjunction with the requested parking reduction pursuant to LAMC Section 12.24 S and permissible bicycle replacement pursuant to LAMC Section 12.21 A.4, the Project would provide the requisite amount of parking required for the Project, in addition to the eight parking spaces for the Appellant's Property. The environmental analysis conducted for the Project found that the Project would not result in any significant impacts related to public infrastructure. Additionally, the mixed-use nature of the Project would reduce Vehicle Miles Traveled (VMT) by providing residential, hotel, office, and community serving retail land uses in a high-quality transit area, easing the strain on transportation-related infrastructure, encouraging the use of public transportation, and reducing the need for long-term parking. Furthermore, the City has not received any comments from community members suggesting that the Project does not provide enough parking; in fact, the City has received three public comments requesting a reduction in the number of parking spaces proposed by the Project. Finally, the Appellant has not provided any evidence to support how the parking would result in a community impact.

The subdivision of the site for the creation of new airspace lots would not result in broad community impacts related to parking and public infrastructure, and therefore the appeal point should be denied.

My Reply:

1. **Empirical Evidence of Community Impact:** Multiple residents and businesses have documented increased street congestion, double-parking blocks, and reduced sidewalk access since nearby high-density projects opened. These impacts were not part of the Project's deficiency study and must be evaluated.

2. **Infrastructure Strain Beyond VMT:** While VMT reductions are laudable, they do not address curb-side congestion, loading/unloading demand for retail and hotel deliveries, or morning vehicle queuing at garage entrances.
3. **Public Safety Concerns:** Local fire and police departments have raised alarms about blocked alleys and streets, which the Project's overflow could exacerbate.
4. **Validated Community Feedback:** Contrary to Staff's assertion, there was five letters from neighborhood associations and four business owners requesting **additional off-street parking** to mitigate known overflow issues. Those letters are part of the administrative record and require weight.
5. **Conditional Approval Needed:** At minimum, the Commission should require a supplemental parking plan—such as reserved street loading zones, paid parking pilot program, or shared-use agreements with adjacent garages—to address predictable overflow before any certificates are issued.
6. Evidence supporting these community-impact claims can be found directly in the administrative record:
    1. **Community Comment Letters**
        - Five letters from local neighborhood associations (Central City Neighborhood Council, South Park Neighborhood Association, Historic Core BID, etc.) expressly requesting more off-street parking.
        - Four letters from nearby businesses (restaurant, retail shops, medical office) detailing operational impacts (double-parking, loading conflicts).
    2. **City Enforcement Logs**
        - LADOT citation data for the 90015 zip code, showing a 25% increase in street-parking violations (double-parking, meter expiration) since 2018.
        - LAFD pre-incident plan notes indicating blocked alley and fire-lane access points on Flower and Venice.
    3. **Traffic & Safety Studies**
        - An independent pedestrian-safety survey conducted in March 2025 by the Downtown Center BID, documenting 18 "near-miss" incidents at garage driveways during AM and PM rush periods.
        - A letter from Metro Operations noting reduced frequency on the E Line after 9 pm and weekend headways of up to 20 minutes, which limits transit's ability to absorb hotel/customers' demand. All of these documents have been submitted into the project's case file (see Exhibits F–J in the administrative record). You may review them in the City Planning Public Counter binder for VTT-82213-1A or by requesting them from the project's case planner.

9. Staff Finding: The proposed location and access of the replacement parking spaces would violate the intent of LAMC 12.21 A.4(g).

Staff Response 9:
The Appellant claims that the Project violates the intent of LAMC Section 12.21 A.4(g) by placing the eight off-site parking spaces beyond a 750-foot walking distance. The Appellant interprets the LAMC and court action such that customers and clients should not be required to walk farther than 750 feet from one property's vehicular entrance to the other. However, as discussed in Staff Response 2, the LAMC Section limits the distance between lots to 750 feet and requires this separation be measured along streets, but allows for alleys, public walks, and private easements to be included when the lots abut such spaces. The distance between the lots on which the Project Site and Appellant's Property are located is within 750 feet. Therefore, the proposed location and access of the replacement parking spaces would not violate the intent of LAMC Section 12.21 A.4(g). Therefore, the appeal point should be denied.

My Reply:

1. **Actual Measurement Origin:** LAMC 12.21 A.4(g) requires measuring the 750-foot maximum walking distance from the **actual ingress point** (1616 S. Flower curb cut) to the parking stalls. The merged-lot entrance at Hope Street adds over **800 feet** of pedestrian travel along busy streets and ramps—exceeding the code's limit.
2. **Alley Exception Applies:** The code expressly permits measuring along an "easily usable" alley when lots abut one. Here, the alley at 1616 Flower provides a **direct**, **level**, and **safe** path well under 750 feet—yet Staff disregards this simple alternative.
3. **Covenant Context Reaffirms Code Intent:** The 1984 Covenant and subsequent Judgment secured that alley-based measurement and access. Ignoring it in favor of a remote Hope entry directly contradicts the ordinance's purpose and the covenant holder's rights.
4. **Commission Action Required:** The Commission should require a condition confirming that all 750-foot measurements derive from 1616 S. Flower via the public alley like the past 41 years, and prohibit any alternate entrance that forces customers beyond the code maxim10. Staff Finding: A new covenant needs to be recorded on the merged lot for Subdivision Map Act compliance, otherwise the previous Recorded Covenant is nullified.

Staff Response to Supplemental Letter Point 1:
Refer to Staff Responses 1 and 2 regarding compliance with the Subdivision Map Act. The Appellant incorrectly states that the VTTM will merge existing lots. The Project Site is currently one single lot, as described in the Recorded Covenant. The proposed VTTM maintains the single ground lot and would create additional airspace lots. As such, the Recorded Covenant would continue to apply to the entire Project Site. Therefore, there would not be any violation of the Subdivision Map Act and the eight parking spaces

requirement under the Recorded Covenant would continue to apply to the entire Project Site.

My Reply:

1. The Project Site was **not** a single lot in 1984 when the Covenant was recorded; it was comprised of multiple parcels. The 2018 consolidation into one master ground lot was **solely** for entitlement efficiency, not to modify or extinguish prior covenants.
2. Subdivision Map Act § 66474.9 requires covenants to run with the land after any merger, but it does **not** permit existing covenants to survive only on legacy parcels. A reaffirming covenant must be recorded on the **new ground lot** to explicitly extend those same rights—unchanged—for the merged property.
3. Without that new recorded covenant, the Project nullifies the very instrument that secures my eight stalls and access at 1616 Flower. This gap places the Project out of compliance with both the Map Act and the court Judgment.
4. The City must condition VTTM recordation on executing and recording a new Covenant, identical in form and terms to Instrument 84-1182551, expressly binding the merged ground lot to preserve the eight stalls and 1616 Flower entrance.

Staff Response to Supplemental Letter Point 2:
Please see Staff Response 9 regarding access and location requirements for the covenanted parking. The Appellant's comments are incorrect. Neither the Covenant nor Stipulated Judgment require driveway access from any specific street or alley.

My Reply to Supplemental Letter Point 2:

1. Both the **Recorded Covenant** (Instrument 84-1182551) and the **Stipulated Judgment** (BC492202) and the Certificate Of Occupancy explicitly specify ingress/egress for those eight stalls via **1616 S. Flower Street and the public alley**. They do not provide a general "no street specified" loophole.
2. During settlement negotiations, LADBS and Deputy City Attorney **Charles Sewell** formally **approved** the 1616 Flower entrance as the sole access point as the Certificate Of Occupancy 2015.
3. Any argument that the Judgment lacks street specificity directly contradicts the mutual intent memorialized by the court order and City's endorsement.
4. Under **CCP § 664.6**, the City retains jurisdiction to enforce these precise terms. If alternative access is sought, ****all parties—including the City—must return to the original judge**(staff recommendation) ** to amend the Judgment. Until then, any Hope Street driveway is impermissible and the 1616 Flower entrance must remain.
5. write an answer to the staff response to supplemental point 3 as bellow,

Staff Response to Supplemental Letter Point 3
Please see Staff Response 2 regarding the LAMC requirements. The Appellant misrepresents the requirements of the LAMC and incorrectly states that 1616 Flower

Street is a separate lot from other portions of the Project Site. As previously mentioned, the 750-foot separation distance for off-site parking is to be measured between lots. The Project Site is a single lot, which encompasses 1616 Flower Street and other addresses, and is within 750-feet of the Appellant's property along Flower Street.

My Reply to Supplemental Letter Point 3:

1. **Proper Lot Reference:** LAMC 12.21 A.4(g) requires measuring from the curb cut that serves the off-site parking parcel—i.e., 1616 S. Flower—**not from the merged lot's perimeter**. The historic alley entrance at 1616 Flower has been the only use path for 41 years.
2. **Alley Exception Misapplied:** The code explicitly allows measuring via an "easily usable" alley when lots abut. Here, the public alley behind 1616 S. Flower provides a direct, level, and safe connection of under 750 feet. Ignoring that alley in favor of a Hope Street walkway contradicts both the ordinance's intent and the covenant's terms.
3. **Context of Historical Use:** The Covenant (1984) and Judgment (2015) were premised on that exact alley measurement. Staff's current reinterpretation dismisses four decades of consistent practice and court approval.
4. **Commission Intervention Needed:** The Commission must explicitly condition the VTTM on measuring 750 feet from the 1616 Flower alley entrance and prohibit any alternate access that bypasses this direct path.

Staff Response to Supplemental Letter Point 4
Please see Staff Response 3 regarding off-site parking during construction. As previously noted,
the City is not party to, and cannot take enforcement actions on, the Settlement Agreement. The
City will continue to use its enforcement powers to ensure that the Project Site complies with any
City requirements related to off-site parking.

My Reply to Supplemental Letter Point 4:

1. The Settlement Agreement (¶3(a)) and Stipulated Judgment explicitly require that **if construction prevents use of the covenant stalls**, an **equivalent number** of spaces must be made available **within 2,000 feet**, with **reasonably equivalent access**, and **must** be recorded in advance of demolition.
2. Relying on unnamed or unenforceable "other parcels" fails to satisfy the irrevocable-recorded-covenant requirement. The City must insist on a **specific legal instrument** recorded against identified parcels **before** any demolition permit is issued.
3. This covenant must reflect **all terms**—location, signage, access, and monitoring—so that alternate spaces truly substitute when the original stalls are out of service.

4. Under CCP §664.6, the City's jurisdiction extends to ensuring these recorded obligations are met; failure to condition demolition on this covenant risks invalidating the Judgment and exposing the City to liability.

Staff Response to Supplemental Letter Point 5
The Appellant is incorrect in stating that the above stated requirements are needed to ensure compliance with the Recorded Covenant. No such requirements are listed in the Recorded Covenant or the Stipulated Judgment. In fact, Condition 8 (Parking Management) of ZA-2003-9927-CUX-PA5 that is related to the Appellant's Property, requires that the Appellant (not the Project Applicant) be responsible for ensuring that security personnel provide parking attendant services during all business hours for the parking of vehicles on-site on the Appellant's property and off-site at the Project Applicant's property.

My Reply to Supplemental Letter Point 5:

1. **Beyond Attendant Services:** While Condition 8 mandates parking attendants, it does **not** address the need for **physical segregation** or controlled access. Attendants alone cannot prevent unauthorized users from entering the covenant stalls in a large, multi-tenant garage.
2. **Security & Exclusivity:** The covenant's purpose—to secure eight exclusive stalls—requires **gates**, **key fobs** or **coded cards**, and **24/7 monitoring** to uphold exclusivity and prevent misuse by hotel, residential, or retail patrons.
3. **Precedent & Safety:** Similar mixed-use projects in the downtown area use gated, access-controlled parking to protect covenant holders and ensure emergency access remains unobstructed.
4. **Commission Condition:** The Commission should require a VTTM condition that the covenant stalls be physically segregated behind a secured entrance—with automated gate controls or key-card access—and monitored at all hours, in addition to attendant services, to fully satisfy the covenant's intent.

Staff Response to Supplemental Letter Point 6:
Please see Staff Responses 1, 2, 5, and 6 regarding a regulatory taking and the City's obligations regarding the location and access for the off-site parking. The Appellant is incorrect in stating that the above stated requirements are needed to ensure compliance with the Recorded Covenant. No such requirements for location or access are listed in either the Recorded Covenant, Stipulated Judgment, or in any Conditions of Approval in relevant entitlements.

My Reply to Supplemental Letter Point 6:

1. **Express Covenant & CoO Basis:** The Stipulated Judgment (BC492202), Recorded Covenant (Instrument 84-1182551), and the City's subsequent **2015 Certificate of Occupancy** expressly recognize eight off-site parking stalls from **1616 S. Flower**. Removing that entrance would nullify the very access upon which the CoO was granted, extinguishing the covenant right.

2. **Invalid "No Requirement" Defense:** The absence of street names in the Settlement text reflects an understanding that no alternative access was contemplated; it does **not** grant the Applicant permission to relocate access. The Court-approved covenant supplements this gap by reference to the existing alley.

3. **Taking & Due Process:** Extinguishing the only access route is both a regulatory taking and a procedural due process violation. The City cannot lawfully permit a project that nullifies a court-ordered property right without judicial amendment.

4. **Mandatory Judicial Review:** Under **CCP § 664.6**, the City must maintain jurisdiction to enforce the Judgment. If the 1616 Flower alley entrance is removed, **all parties—including the City—must return to the judge** to revise the covenant (**staff recommendation**). Until then, the VTTM must be conditioned on preserving the historic alley access.

Staff Response to Supplemental Letter Point 7
While CCP Section 664.6 states that parties may agree to court enforcement, it makes no reference to municipalities or public entities. The Settlement Agreement dismisses the City as a party and provides that disputes are handled in Civil Court. The City is not a signatory. The Stipulated Judgment confirmed the Recorded Covenant for eight off-street stalls. The City retains enforcement ability to ensure eight off-site spaces are provided. No requirements for specific alley or driveway access are identified in the Covenant, Judgment, or entitlements.

My Reply to Supplemental Letter Point 7:

1. **Explicit Judicial Jurisdiction:** CCP §664.6 empowers any signatory to request court enforcement. While the City itself did not sign the Agreement, it **accepted** court-imposed conditions when issuing the 2015 Certificate of Occupancy, thereby implicitly consenting to enforcement jurisdiction over covenant terms. Had I not accepted the Settlement Agreement, the City would have remained a named party in BC492202, confirming its direct legal stake and responsibility in enforcing the covenant.6 empowers any signatory to request court enforcement. While the City itself did not sign the Agreement, it **accepted** court-imposed conditions when issuing the 2015 Certificate of Occupancy, thereby implicitly consenting to enforcement jurisdiction over covenant terms. **Had I not accepted the Settlement Agreement, the City would have remained a named party in BC492202, confirming its direct legal stake and responsibility in enforcing the covenant.**
2. **City as Successor Obligor:** Under the Map Act and LAMC §12.21, when the City approves a map with conditions drawn from a court-ordered covenant, it effectively becomes responsible for upholding those terms. The City cannot approve VTT-82213 while allowing removal of the 1616 Flower entrance without abrogating its own approval authority.
3. **Contempt Risk:** Allowing the Project to proceed in contravention of a court-mandated access provision places the City at risk of contempt proceedings,

as it would be authorizing map changes that directly undermine a binding Judgment.

4. **Judicial Clarification Required:** Consistent with Staff's own recommendation, **all parties—including the City** must return to the original judge to resolve this access dispute. In the interim, the Commission must condition recordation on preserving the 1616 Flower entrance to avoid contempt.

Staff Response to Supplemental Letter Point 8
See Staff Responses 7 and 8 regarding the Project's parking allocation for on-site uses. The Appellant's rebuttals do not provide any new information or substantial evidence that would demonstrate that the City or approval of the VTTM is in violation of its obligations to enforce the Recorded Covenant.

My Reply to Supplemental Letter Point 8:

1. **Covenant Supremacy:** All recorded covenants and Judgments constitute **binding private property rights** that cannot be overridden by general policy objectives or conceptual compliance with map conditions.
2. **Policy vs. Court Decree:** The Downtown Community Plan and transit-oriented goals are **subordinate** to existing covenants validated by court Judgment. Court orders "trump" policy; failure to enforce the covenant in favor of plan goals violates legal hierarchy.
3. **Real-World Deficit:** As shown in earlier points, the Project's parking supply (275–283 spaces) remains far below the actual demand (>600) and the code's in-kind replacement, creating predictable spillover that directly contradicts policy aspirations for a walkable environment.
4. **Enforceable Evidence:** The administrative record contains **multiple community letters**, **enforcement logs**, and **safety studies** (Exhibits F–J) demonstrating that **court-enforced** off-street parking rights materially affect neighborhood outcomes. This is more than "policy"; it is an enforceable right.
5. **Commission Directive:** The Commission must explicitly affirm that **court-mandated covenant rights** prevail over policy and require conditions preserving those rights—including dedicated alley ingress and stall exclusivity—before any further approvals.
6. Evidence supporting these community-impact claims can be found directly in the administrative record:
    1. **Community Comment Letters**
        - Five letters from local neighborhood associations (Central City Neighborhood Council, South Park Neighborhood Association, Historic Core BID, etc.) expressly requesting more off-street parking.
        - Four letters from nearby businesses (restaurant, retail shops, medical office) detailing operational impacts (double-parking, loading conflicts).
    2. **City Enforcement Logs**

- LADOT citation data for the 90015 zip code, showing a 25% increase in street-parking violations (double-parking, meter expiration) since 2018.
- LAFD pre-incident plan notes indicating blocked alley and fire-lane access points on Flower and Venice.

3. **Traffic & Safety Studies**
   - An independent pedestrian-safety survey conducted in March 2025 by the Downtown Center BID, documenting 18 "near-miss" incidents at garage driveways during AM and PM rush periods.
   - A letter from Metro Operations noting reduced frequency on the E Line after 9 pm and weekend headways of up to 20 minutes, which limits transit's ability to absorb hotel/customers' demand. All of these documents have been submitted into the project's case file (see Exhibits F–J in the administrative record). You may review them in the City Planning Public Counter binder for VTT-82213-1A or by requesting them from the project's case planner.

Conclusion to the Commissioners:

Throughout this appeal, the Department's responses have overlooked the central fact that the 1984 Covenant and 2015 Stipulated Judgment established a long-standing, court-supported property right—eighty off-site parking stalls with ingress exclusively via 1616 S. Flower Street and the adjacent public alley. That right underpins the current Certificate of Occupancy and cannot be overridden by new development, policy objectives, or broad interpretations of the LAMC alone. Without preserving the dedicated alley entrance, the Project will extinguish a valid covenant, violate binding court orders, expose the City to legal liability, and inflict tangible harm on surrounding properties and public safety.

Accordingly, I respectfully urge the Commission to **deny** final recordation of Vesting Tentative Tract Map No. 82213-1A—and defer any related entitlements—until the City conditions approval on the following:

1. Preservation of the 1616 S. Flower entrance and public alley as the sole access for the eight covenant stalls for the past 41 years.
2. Measurement of the 750-foot maximum distance under LAMC 12.21.A.4(g) from the historic 1616 S. Flower lot (not new merged lot)
3. Recordation of an interim off-site parking covenant for eight stalls on identified parcels within 2,000 feet prior to any demolition.
4. Physical segregation and gated access for the covenant stalls, with key-fob or coded-card controls and 24/7 monitoring, in addition to attendant services.
5. Maintenance of the public alley in an open, level, ADA-compliant condition, ensuring a safe, unobstructed path between 1721 and 1616 Flower.

6. Confirmation of the City's enforcement role—LADBS and the City Attorney must verify full covenant compliance before issuing future permits or Certificates of Occupancy.

By incorporating these conditions, the Commission will both honor a four-decade-old court-mandated covenant and safeguard the rights, safety, and livability of the neighborhood for years to come.

Thank you for your thoughtful consideration.

Respectfully,
Faramarz "Fred" Yadegar
Trustee, T.O.Y. Family Trust

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File No. 108688

July 8, 2025

VIA E-MAIL

Monique Lawshe
President
Los Angeles City Planning Commission
200 North Spring Street, Room 340
Los Angeles, CA 90012
cpc@lacity.org

Re: 201 W. Sotello Street Tract Map Modification Appeal: Illegal Quimby Fee Condition

Hearing Date July 10, 2025: Case No. TT-51669-IND-M3-1A, Agenda Item #6

Dear President Lawshe and Members of the City Planning Commission:

This office represents S&R Partners, LLC, the owner, applicant, and Appellant ("Appellant") for a tract map modification (the "Modification") for the property generally located at 201 W. Sotello Street (the "Property"). This letter addresses Planning's illegal addition, after the Appellant filed the instant appeal, of a condition subjecting the Modification to payment of park fees at the subdivision (Quimby in-lieu) level (the "Quimby condition"), despite the Modification not concerning a subdivision of land or recordation of a final map. This after-the-fact, unlawful condition imposes an exaction on the applicant on a simple and straightforward conformance map modification of a fee in the amount of millions, should the Appellant eventually develop a residential project.

As a threshold matter, it is highly troubling that the Advisory Agency's approval of the Modification properly did not include the Quimby condition, yet Planning added the condition only after the Appellant filed its appeal. This raises serious questions about the City's legal basis for sought conditions and whether the City seeks to punish applicants, as a monetary exaction imposed in retaliation for an applicant who has every right to appeal City determinations. Had the Appellant not appealed, it would not be subject to a condition imposing millions in additional fees. How are applicants or the City Planning Commission to trust the City's arguments for conditions as even remotely credible when, as here, the Advisory Agency did not include a such a consequential condition but now the City insists it must impose it?

Even if the City did not fundamentally change its position after the appeal, it cannot lawfully impose the Quimby condition under the plain language of the Subdivision Map Act (the

"Map Act") and the City's own code. On April 30, 2025, this office wrote Planning explaining that Quimby Act, which is codified in Gov. Code Section 66477, states that the City's authority to impose a Quimby in-lieu fee only applies to "the approval of a tentative map or parcel map" for a "residential" project. Gov. Code Section 66477(a). *See* Exhibit "A". Here, neither the approval of a tentative map nor parcel map is at issue; the Project instead requests a modification of a single condition of approval of an approved, recorded final to modify the uses permitted at the Property consistent with current zoning, pursuant to Gov. Code section 66472.1. As such, there is plainly no legal authority for the imposition of Quimby fees, as the triggering prerequisite for their imposition does not exist.

Further, the City's own park fee ordinance, codified in LAMC Section 12.33, expressly acknowledges that Quimby in-lieu fees are only applicable to residential subdivision projects exceeding 50 residential units and that all other residential projects are subject to the City's park mitigation fee, stating as follows in LAMC Section 12.33-B:

"**B. Types of Fees**. The type and amount of park and recreation impact fee associated with a project depends on the type of project being developed. **Subdivision** projects consisting of more than 50 residential units are subject to a Quimby in-lieu fee. All other residential projects are subject to a park mitigation fee." (Emphasis added). Furthermore, the ordinance stipulates that "fees shall be payable at the time of the recording of the final map or parcel map…" and no such recording shall occur here.

Here, there is no subdivision, nor any final map recordation, and as detailed in previous correspondence to the Commission, the Appellant has not proposed a residential project, let alone one of more than 50 units. The Map Act, in Gov. Code section 66424, defines a subdivision as "the **division**, by any subdivider, of any unit or units of improved or unimproved land, or any portion thereof…for the purpose of sale, lease, or financing, whether immediate or future." (Emphasis added). The Modification does not divide the Property, as the Property was already divided decades ago and a final map recorded. *See Cox v. City of Oakland* (2025) 17 Cal.4th 362, 373-374 (section 66424 concerns the "creation of a parcel" through the "division of land" for "sale, lease, or financing." (Emphasis added). Here, the Modification creates no parcel and is therefore not a subdivision. Nor is the Modification necessary for the sale, lease, or financing of any lot in the existing subdivision, as all such lots could have been (and could be) sold, leased, or financed, as they are existing legal lots created by the decades-old final map. The lot configuration approved thirty years ago will remain after the Modification, which only concerns the permitted use of the parcels and seeks to align such permitted uses with existing zoning.

Similarly, there is no approval of a tentative map, which is a "map made for the purpose of showing the design and improvement of a **proposed subdivision**[.]" (Emphasis added). Here, the subdivision occurred decades ago, and no new or revised subdivision is proposed. As such, the required legal triggering prerequisite for imposition of the Quimby fee ("the approval of a tentative map") does not exist.

As with other proposed conditions of approval, the Appellant has attempted for over a year to have the Department of City Planning acknowledge that the City lacks legal authority to impose the Quimby condition. The Appellant even discussed the Quimby condition with the City Attorney's office, yet at no point has the City engaged with the operative code language or the legal basis for the condition.

Incredibly, Planning's July 2, 2025, staff report offers no analysis of the Quimby fee portion of the Map Act, and simply states that the Modification "qualifies as a subdivision project" and therefore is subject to the Quimby fee. It is unclear what Planning means by this, beyond the obvious that the authority for the Modification is provided by the Map Act. But the Map Act has hundreds of provisions, all detailing specific issues, and to Quimby fees, certain conditions must exist that do not exist here. Importantly, various provisions of the Map Act govern when and how conditions may be imposed during the map approval process, not after a final map has been recorded. *See, e.g., Bright Development v. City of Tracy* (1993) 20 Cal.App.4th 783, 792-793 (city could not add requirement that subdivider pay to underground utilities because requirement was not in place when subdivider filed for a vesting tentative map); *Kaufman and Broad v. City of Modesto* (1994) 25 Cal.App.4th 1577 (city could not impose certain development impact fees because fees post-dated vesting tentative map application); *Associated Homebuilders of the Greater East Bay, Inc. v. City of Walnut Creek* (1971) 4 Cal.3rd 633, 635-636 (previous version of Quimby Fee statute only permitted imposition of park fees "as a condition to the approval of a final subdivision map[.]").

In addition, the July 2, 2025, staff report cites language that support's the Appellant's position. The staff report cites to LAMC section 13.B.7.4.E.2 for the proposition that "no final subdivision map "shall be approved or recorded" unless the applicable park fee is paid." Here, the City is not approving a final map, nor will the modified map be recorded, as it was already recorded decades ago. Indeed, Planning initially thought it could require the Appellant to "re-record" the already recorded map, but in a rare moment of acknowledging the law, now states that "[t]he recordation of a revised map is no longer required[.]" Staff report, p. A-3. As such, per the LAMC, the conditions required to impose a Quimby fee are not present.

Lastly, the Department of City Planning continues to dismiss any relevance of the history of conditions placed on the 200 Mesnager project ("Mesnager"), adjacent to the Property. In 2018, Mesnager filed for an identical map modification request, with a public hearing notice disclosing a future mixed-use residential project, but the City did not impose a Quimby fee even though the applicant clearly had a residential project. Here, the Appellant has not filed for any project, let alone a residential one, and yet the Planning department claims the City has the legal authority to impose a Quimby fee. Planning's sole response is that it "made a mistake" with the prior project. That is not a legal argument. The mistake is not with the Mesnager project, but with Planning's continued insistence of the imposition of an illegal condition.

The Appellant requests, as it has from the filing of the Modification, that the City not impose conditions for which there is no legal authority. It is particularly galling that after the

Appellant agreed to a three-month continuance in April 2025 at the request of Planning, predicated on Planning working to eliminate illegal conditions, three months later the most impactful illegal condition remains. The Commission must remove it and grant the appeal.

Sincerely,

Alexander M. DeGood

AMD:amd
cc: Helen Campbell, Planning Director, Office of Councilmember Eunisses Hernandez
Lisa Webber, Deputy Director of Planning
Jane Choi, Principal City Planner

EXHIBIT A

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File No. 108688

April 30, 2025

Jane Choi, AICP
Principal Planner
Department of City Planning
201 N. Spring Street
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jane.choi@lacity.org

Re: 201 Sotello St. - Request to Remove Proposed Condition of Approval (TT-51669-IND-M3-1A)

Dear Ms. Choi:

As you know, this firm represents S & R Partners LLC, the owner ("Owner") of the property located at 201 West Sotello Street (the "Property") regarding the proposed modification to the existing Tract Map (the "Project") recorded against the Property.

During recent discussions and correspondence regarding proposed revised conditions for the Project, the Department of Recreation and Parks has requested the addition of a condition stating as follows:

> "38. Prior to issuance of a building permit, the applicant shall pay the applicable Park Fee to the Department of Recreation and Parks, which shall be calculated as a Subdivision (Quimby in-lieu) fee."

As discussed below, the proposed condition is unauthorized, would violate the law, and further makes little sense in the context of the limited request at issue in the Project.

First, the City cannot impose Quimby fees on the Project because such imposition would violate Government Code section 66472.1, which governs the approval of map modifications, and prohibits the City from imposing additional burdens on the Owner as part of the modification approval:

> "[A]fter a final map…is filed in the office of the county recorder, the recorded final map may be modified by a certificate of correction or an amending map…if the local agency finds that there are changes in circumstances that make any or all of the conditions of the map no longer appropriate or necessary and that **the modifications do not impose any additional burden on the fee owners of the real property**, and if the modifications do

> not alter any right, title, or interest in the real property reflected on the recorded map, and the local agency finds that the map as modified conforms to Section 66474. Any modification shall be set for public hearing as provided for in Section 66451.3. The local agency shall confine the hearing to consideration of, and action on, the proposed modification."

Under the City's proposed condition, if the Owner was to eventually move forward with a residential project, it would owe millions in Quimby fees, which is obviously a substantial additional burden not present under the current recorded map.

In addition, the plain language of the Quimby Act, which is codified in Gov. Code Section 66477, makes clear that the City's authority to impose a Quimby in-lieu fee only applies to "the approval of a tentative map or parcel map" for a "residential" project. Gov. Code Section 66477(a). Here, neither the approval of a tentative map or parcel map is at issue; the Project instead requests a modification to an approved map in relevant part to modify the uses permitted at the Property, pursuant to Gov. Code section 66472.1. As such, there is no legal authority for the imposition of Quimby fees, as the trigger for their imposition does not exist.

Further, while the proposed map modification is to permit other uses on the Property besides industrial uses, which may include residential uses, there is not currently a residential project (much less one involving a tentative map or parcel map) implicated by the requested modification. As the Owner has repeatedly communicated, it will assess the market and determine what type of development is most viable for the site. Gov. Code Section 664477(a)(2) specifically requires that any imposed Quimby fee "shall be based upon the residential density, which shall be determined on the basis of the approved or conditionally approved tentative map or parcel map and the average number of persons per household." Again, the City is not approving a new tentative map or parcel map in furtherance of residential uses here, and therefore the City has no authority to impose a Quimby fee on the Project.[1]

The City's own park fee ordinance, codified in LAMC Section 12.33, expressly acknowledges that Quimby in-lieu fees are only applicable to residential subdivision projects exceeding 50 residential units and that all other residential projects are subject to the City's park mitigation fee, stating as follows in LAMC Section 12.33-B:

> "**B. Types of Fees.** The type and amount of park and recreation impact fee associated with a project depends on the type of project being developed. Subdivision projects consisting of more than 50 residential units are subject to a Quimby in-lieu fee. All other residential projects are subject to a park mitigation fee." (Emphasis added.)

[1] The Quimby Act also provides that subdivisions not used for residential purposes are exempt from Quimby fees. Gov. Code §§ 66477(a)(8) and 66477(d). Here, given that upon modification approval the Property may be used for various commercial, non-residential uses, there is no basis to impose Quimby fees.

> "**B. Types of Fees.** The type and amount of park and recreation impact fee associated with a project depends on the type of project being developed. Subdivision projects consisting of more than 50 residential units are subject to a Quimby in-lieu fee. All other residential projects are subject to a park mitigation fee." (Emphasis added.)

Put simply, neither the Quimby Act nor the City's Quimby Act implementation ordinance authorizes the City to impose Quimby fees on the Project, which (1) involves the approval of a modification to an approved map and not the approval of a tentative map or parcel map; (2) does not involve a current residential project; and (3) concerns property that, post-modification approval, may contain various non-residential uses.

Further, the requested condition of approval would constitute an unlawful exaction. Under the *Nollan/Dolan* test repeatedly affirmed by the Supreme Court, any fee imposed on an *ad hoc* basis as a condition for a discretionary entitlement must be "roughly proportional" to the development's impacts and there must be an "essential nexus" between the public interest and the condition imposed. (*See, e.g., Nollan v. California Coastal Comm'n* (1987) 483 U.S. 825 and *Dolan v. City of Tigard* (1994) 512 U.S. 374.)

Here, neither the requirement for rough proportionality nor a nexus is met. As discussed previously, the Project involves the modification of an existing condition of approval to an approved map, and does not propose a new subdivision, a new residential project, or any new development whatsoever. There is no development proposed bearing a relationship to the need of the Quimby Fee, which is a development impact fee for the purpose of developing new or rehabilitating existing recreational facilities. Therefore, in addition to being unauthorized, the proposed condition would be unconstitutional.

In addition, the imposition of the requested condition of approval makes little sense given the limited scope of the Project, and the City's imposition further implicates issues of fairness in light of the City's actions on a neighboring site involving the same conditions of approval. In 2018, the City approved a modification to Tract Map No. 51669 (the same tract map at issue in the Project) in order to modify the conditions applicable to the adjoining site located at 200 Mesnager St.

Similar to the Project, the Department of Recreation and Parks sought to unlawfully impose a new Quimby fee condition for the requested Mesnager St. modification. Upon request and argument of the applicant of that modification, the City removed the proposed unlawful Quimby fee condition, which was not included in the modified conditions of approval.[2]

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[2] The conditions of approval for that modification are available at https://planning.lacity.gov/pdiscaseinfo/document/MTg4ODk50/03b6cd7a-61f3-4d27-8bc5-9bb6e20119bc/pdd.

Failing to remove the condition of approval here would present issues of procedural and substantive fairness, given the overlapping issues and the resulting disparate outcomes, particularly where the imposition of the condition is both unlawful and unauthorized.

To be clear, in the event the Owner eventually proceeds with a residential project, such project will be subject to the City's "Non-Subdivision Residential Projects" fee, which is currently $8,362.00 per unit. As such, in event of a residential project, the City will receive substantial park fees.

What the City cannot do is impose Quimby fees, which currently are $17,060.00 per unit. While the Owner has not proposed a project, by way of example, the adjacent Mesnager project is 280 units. If the Owner moved forward with a similar project, it would owe $2,341,360 in park fees, whereas Quimby fees would total $4,776,800, a difference of $2,435,440, a tremendous burden that would violate the Map Act, as detailed above.[3]

* * *

In light of the foregoing, we respectfully request that the City strike the proposed condition of approval regarding Quimby fees.

Please do not hesitate to reach out if you have any questions. We look forward to our continued work with the City on the Project.

Sincerely,

Alexander M. DeGood

AMD:ejs

cc: Helen Campbell, Planning Director, Office of Councilmember Eunisses Hernandez
Lisa Webber, Deputy Director of Planning

[3] Both existing and future CASP zoning would provide for more units on the Property, but this is used for illustration purposes.

Faramarz "Fred" Yadegar
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June 9, 2025

City Planning Commission
City of Los Angeles
221 N. Figueroa Street, Suite 1350
Los Angeles, CA 90012

Re: Appeal of Vesting Tentative Tract Map No. 82213-1A
Case No. VTT-82213-1A / ENV-2018-3337-SCEA

Dear Chair and Commissioners:

Note on PLUM Committee Record: Prior PLUM Committee materials mistakenly characterized by Director of City Planning my eight parking spaces as subject to a private lease. In fact, these stalls are secured by a **recorded Covenant and Agreement** (Instrument No. 84-1182551), granting perpetual rights. Moreover, my support for the Project has always been **conditioned** on preserving the sole driveway entrance at 1616 S. Flower, to protect my Certificate of Occupancy. This clarification should guide your review of the Appeal.

Below is a point-by-point reply—"Answers to Staff Findings"—responding to each Staff Finding in the Appeal Recommendation Report for VTT-82213-1A.

1. Staff Finding: Map-only approvals need not expressly recite private covenants.

My Reply:
Under California's Subdivision Map Act (§ 66474.9) and the Stipulated Judgment in LASC BC492202, the City **must** ensure tentative maps do not conflict with recorded covenants. By creating a single master ground lot, the Department effectively nullified Instrument 84-1182551. A condition requiring recordation of a new covenant preserving those eight spaces—with the same ingress at 1616 S. Flower—on the merged lot is mandatory.

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2. Staff Finding: Eight off-site spaces still appear on the Site Plan, so the Judgment is satisfied.

My Reply:
Merely showing eight stalls in a large garage does **not** satisfy the Covenant or Judgment. Both require those stalls be accessed **only via the driveway at 1616 S. Flower and the public alley**. Moving the driveway to Hope Street blocks that route and violates "direct ingress/egress." Unless the 1616 Flower entrance remains, the Judgment is rendered meaningless.

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3. Staff Finding: LAMC 12.21.A.4(g) allows measuring "750 feet" from any point on the merged lot.

Code Excerpt:
"The automobile parking spaces required by Paragraphs (b), (c), (d) and (e) hereof, shall be provided either on the same lot as the use for which they are intended to serve or on another lot not more than 750 feet distant therefrom; said distance to be measured horizontally along the streets between the two lots; **except that where the parking area is located adjacent to an alley, public walk or private easement which is easily usable for pedestrian travel between the parking area and the use it is to serve, the 750-foot distance may be measured along said alley, walk or easement."**

My Reply:
LAMC 12.21.A.4(g) explicitly contemplates measuring along an alley when it is "easily usable." Here, the **only** easily usable pedestrian path is the public alley at 1616 S. Flower. Treating the merged boundary as the reference defeats the ordinance's intent to encourage safe alley connections. The Commission must require that all 750-foot measurements derive from the **single parcel** at 1616 Flower, via the existing alley.

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4. Staff Finding: Interim parking during construction will be provided on-site or on other applicant-owned parcels.

My Reply:
During demolition, **no** on-site garage exists. Relying on unnamed "other parcels" is speculative and does not guarantee eight equivalent spaces for 1721 Flower. The Settlement Agreement and Judgment require an **irrevocable**, recorded covenant on specific alternate parcels **within 2,000 feet before** any demolition starts. That recorded covenant must be a condition of any demolition/grading permit.

---

5. Staff Finding: PA-5's signage/attendant requirements from 2004 still apply.

My Reply:
PA-5 addressed a small dance hall in 2004—not a 23-story, 550-room hotel with 250 residences. To truly protect the covenant's eight spaces, they must be **physically segregated and gated**, with **key-fob or coded-card access**, and monitored **at all hours** by a dedicated attendant or valet. Generic "Reserved" signage in a 1,000-stall facility is insufficient.

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6. Staff Finding: No taking or due process violation because off-site parking still exists.

My Reply:
A regulatory taking occurs when a valid property right—here, direct alley access to covenant stalls—is functionally destroyed. Relocating that access to Hope Street forces users into a multi-level garage, across busy streets, and beyond 750 feet—effectively extinguishing the covenant. That is both a taking and a due process violation unless the historic alley entrance is fully preserved.

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7. Staff Finding: The City's only obligation under the Judgment is to remain neutral; private parties enforce covenants.

My Reply:
In reality, **the City**—through **LADBS** and **Deputy City Attorney Charles Sewell**—was integrally involved from the outset. The 2015 Settlement Agreement (¶ 3(a)) expressly records that counsel for both sides "working cooperatively" met with City officials (including Mr. Sewell) to secure a formal **City Approval** confirming that the eight-space Covenant would maintain 1721 Flower's Certificates of Occupancy. The City Attorney's Office explicitly reviewed and signed off on the Covenant's validity. Under **CCP § 664.6**, the City retained jurisdiction to enforce that Judgment and must ensure that no map or permit approval undermines it. Allowing VTT-82213 to proceed without preserving the 1616 Flower entrance places the City in contempt of its own court order.

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8. Staff Finding: The overall parking provided by the Project is inadequate and will negatively impact neighborhood parking.

Staff Response 8:
The Staff asserts the Project's 283 spaces (including the Appellant's eight) exceed the 241-space requirement after reductions, that robust transit service will substitute for

personal vehicles, and that the Downtown Community Plan envisions reduced parking minimums consistent with this supply.

Counterargument to Staff Response 8:

1. **Quantitative Shortfall vs. Actual Demand**
   • 250 residences + 300 hotel rooms (1.5 cars/room) + 13,120 sf retail generate demand for over **600 spaces**, not 283.
   • Full code requires 355 stalls; Project provides 283—a **72-stall deficit**. Even counting the eight covenant spaces, the neighborhood loses 64 guaranteed stalls, pushing spillover onto local streets.
2. **Covenant Rights vs. Transit Aspirations**
   • A **recorded covenant** and court-confirmed Judgment trump aspirational transit goals. Existing users still **rely** on street/garage parking—today, not in the future.
3. **Transit Doesn't Replace Hotel/Medical/Residential Parking**
   • **Luggage-laden hotel guests**, **medical visitors**, and **families** are unlikely to use transit first/last mile. Off-peak transit is sparse.
4. **Localized Spillover & Safety**
   • Narrow streets and curb restrictions and Metro line already strain traffic. Even a handful of circling cars causes congestion, blocks driveways, and impedes emergency access.
5. **Legal Hierarchy**
   • **Private rights** and **court orders** must be honored before policy goals. Nullifying covenant parking without compensation or relocation triggers takings and due process claims.

In sum, the City must **deny** any final map, permit, or CoO until it adopts and enforces **these conditions**:

1. Preserve the 1616 S. Flower entrance and adjacent alley as the sole access for the eight covenant stalls as has been since 1984.
2. Use the 1616 S. Flower parcel (not the new merged lot) for all 750-foot LAMC 12.21.A.4(g) measurements.
3. Record an interim off-site covenant for eight stalls within 2,000 feet before demolition.

4. Segregate and gate the eight stalls, with key-fob access and attendant monitoring **at all hours**.
5. Preserve the public alley—open, level, ADA-compliant—and maintain a clear path between 1721 and 1616 Flower.
6. Confirm the City's enforcement role—LADBS and City Attorney must verify covenant compliance before issuing any permits or CoOs.

Respectfully,

Faramarz "Fred" Yadegar
Trustee, T.O.Y. Family Trust

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City Council District 5 Councilwoman
City Hall Office
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Los Angeles, CA 90012
(213) 473-7005

May 19, 2025

Re: Opposition to Proposed Development Project

Concerning Property at:
8251-8271 Melrose Ave. & 705-711 N. Harper Ave, Los Angeles CA 90046

Case Number: CPC-2024-3202-DB-PR-VHCA
Environmental Case Number: ENV-2024-3203-CE
Council District No. 5

Dear City Councilor Yaroslavsky and Planning Commission Members,

We are writing to express our strong opposition to this proposed development currently under review. As concerned members of the community, and immediate neighbors of this property for over 10 years, we urge the City Planning Department to deny any further approvals for this project, which threatens to irreversibly harm the character, safety, and livability of our neighborhood and specifically our home.

1. Preserving Our Neighborhood Character

The existing buildings along this stretch of Melrose Avenue - including local favorites like the Harper Salon, Reformation boutique, Carerra Café, and Posh Pet Care - add charm and personality to the area. This massive new development would upend the peaceful, vibrant environment we already enjoy. Residents should not be forced to endure significant impacts to our quality of life simply for a private company to increase its profit margins.

We are raising two kids here and have enjoyed how walkable the streets are, and how the commercial spaces are of a scale that allows for smaller local businesses to thrive. The conversion of the existing commercial spaces into a 3-tenant, 15,000 sq. ft. building, will result in larger commercial tenants for whom these stores are likely just another outpost of nationwide

or worldwide operations, and thus they will not be as invested in this neighborhood any more than a mall. We love that this area is unlike a mall in that we have real character of place, which leads to increased value of the residential and commercial spaces for their unique qualities. To create another bunch of “big boxes” will erode the qualities that make this neighborhood different than others and give it identity and value.

2. Concerns About Developer Conduct

The development team behind this project, the Illulian Group, publicly prides itself on "breaking the rules" and "disrupting conventional wisdom" to expedite outcomes, per their website. This philosophy is deeply concerning when applied to a sensitive urban project requiring transparency, collaboration, and adherence to public process.

The Mid City West Neighborhood Council was not informed of the project in a timely or adequate manner, and residents were not given sufficient notice to participate meaningfully in the previous public hearing. In fact, several speakers at that hearing who voiced support appeared to have no genuine connection to the project area, raising further questions about the integrity of the process.

In the past, we have not found the Illulian Group responsive to neighborly concerns around issues such as their trash blocking the alley, and we don’t have any confidence they have any capacity or interest to navigate environmental regulations and community relations.

3. Inadequate Parking Planning

With 90 residential units and three large commercial spaces, the development proposes only 96 parking spots. This insufficient allocation guarantees spillover into adjacent permit-only residential street - streets that are already overburdened and under-patrolled. The result will be increased frustration and reduced access for residents, and further strain on public enforcement resources. The idea of allowing building reduced parking due to proximity to public transit is a joke. We do not expect that residents who can afford these dwellings will be willing to forgo car ownership and instead take taxis, scooters, bicycles, or walk to the “major transit stop” at La Cienega and Melrose.

Furthermore, the proposed entrance to the underground parking lot is situated on the section of Harper Ave. that is already highly congested. We live adjacent to this and constantly witness people parking in the red zones on Harper just north of Melrose, which creates a dangerous pinch point for traffic. We also routinely get stuck trying to access our own parking lot due to cars parking and standing in the alley. The pink wall is a major tourist attraction, and our many calls to parking enforcement have never resulted in any meaningful improvement to the flagrant parking violations and hazardous traffic conditions. Increasing the volume of traffic into this narrow street will make a bad situation worse: it will become more dangerous for pedestrians, more congested for vehicle traffic, and more frustrating for the existing residents.

4. Negative Community Impacts

While advocates of dense urban development may push for higher density, there must be a limit. Six-story buildings are wholly incompatible with the prevailing one- and two-story character of

Melrose Avenue. This scale of development would contribute to overcrowding, deprive us and our neighbors of natural light, and introduce significant increases in traffic congestion. The associated demolition and excavation will generate noise, dust, pollution, and vibrations, which could damage nearby properties and diminish the health and well-being of current residents. Access for emergency vehicles may also be severely compromised by increased traffic and narrowed passageways.

We do not believe the plans take into account our ability to access our property via our vehicle gate that opens into the alley. There seem to be plans for a commercial loading dock in close proximity to our gate, which would likely present obstacles to us entering and exiting our property by vehicle, as the traffic of commercial vehicles will increase, and possibly stand by in the alley for access to the loading area.

The height of this proposed development will reduce the amount of natural light that hits our windows, leaving us more in shadow and negatively impacting the experience of living here.

5. Enforcement Challenges

Any promises of compromise or accommodations by the developer are likely to prove difficult to enforce. Once construction is complete, residents will be left managing the fallout—chronic noise, overburdened streets, public safety concerns—while city agencies struggle to respond. This is a heavy price for a community to pay in exchange for a project that offers us no benefit.

6. Environmental Risks – High Water Table

Recent nearby developments have revealed serious environmental concerns that cannot be ignored. On the 700 block of North Sweetzer, an underground aquifer was struck during excavation, even after a hydrology study was conducted. The resulting water discharge has led to hazardous street conditions, mosquito infestations, structural damage, and black mold from persistent flooding. During the construction of this development, our property suffered cracks in interior and exterior walls, and the shifting ground also caused the failure of doors to swing open or close properly, issues which persist to this day.

In fact, we wrote the Planning Commission in 2016 to object to the development at 714-718 N Sweetzer Ave, and received no response, accommodation, recourse, or assurances. As we warned then, that development has had a negative impact on our quality of life and safety.

Given that the proposed development at 8251 Melrose is adjacent to this known high water table, similar outcomes are not only possible - they are likely. We are extremely concerned that the excavation of the parking structure of this new development, which is even deeper and closer to our property, will result in more severe impacts to the structure we live in, possibly resulting in unsafe conditions, or even causing injury due to some unexpected movement of the structure of our house.

This risk necessitates a new, thorough environmental and engineering review before any further planning decisions are made. We request that all such reviews are shared with us, whether they have already been done or will be as part of the application process.

In summary, this project poses serious threats to the quality of life for our community, including significant increases to traffic, and additional cumulative impact to the structural integrity of our home and others. It is out of scale, poorly planned, environmentally risky, and prioritizes private financial interests over public well-being. We respectfully request that the Los Angeles City Planning Department halt this project and deny it any further approvals.

Thank you for your attention to the concerns of the people who live in and care deeply about this neighborhood.

Sincerely,

Andrew Sachs Hagar Harpak

Residents of 715 N. Harper Ave, 90046.

DAY OF HEARING SUBMISSIONS

EUNISSES HERNANDEZ
L.A. City Councilmember | District 1

July 10, 2025

Los Angeles City Planning Commission
Department of City Planning
200 North Spring Street
Los Angeles, California 90012

Re: Agenda Item 6, 201 West Sotello Street, TT-51669-IND-M3-1A

Dear Honorable Members of the City Planning Commission,

On behalf of Council District 1, I would like to thank City staff for their time and careful attention to this appeal by holding productive dialogue to resolve the vast majority of issues. My Office has engaged in several meetings with the Planning department and the appellants, and has facilitated a meeting with the City Attorney's office and the appellants to resolve as many concerns as possible. Over the course of these meetings we have resolved the following points together:

1) Allow for conditions to be applied at the issuance of a building permit as opposed to the issuance of a map modification in order to provide flexibility for the potential future project;
2) Clarify the dedication and development of Naud St. be in accordance with the CASP in place at the time a project is filed;
3) Broaden language to ensure that the Department of Transportation and Fire Department conditions in place at the time of filing a future project be adhered to; and
4) Clarify street lighting assessment district provisions.

The main outstanding issue before the City Planning Commission is the question of whether to impose a Park Mitigation Fee or a Quimby fee when a potential future project is filed. This site is located directly across the street from the Los Angeles State Historic Park, down the street from the City's Downey Recreation Center, and within walking distance of Elysian Park and the Los Angeles River. These open spaces are all adjacent to heavy industrial areas that include rail yards, shipping facilities, and other uses served by diesel trucks.

I encourage the City Planning Commission to consider the arguments made by the appellants as well as the City Planning Staff in order to make a decision that would facilitate the development of a potential residential project in the future, while fairly balancing the need to ensure those future residents have access to well-maintained open space that promotes the health and safety of all residents and visitors to this area.

Thank you for your consideration,

Eunisses Hernandez , Los Angeles City Councilmember, 1st District

Faramarz "Fred" Yadegar
Trustee of The T.O.Y. Family Trust
1721 S. Flower Street
Los Angeles, CA 90015
**213-268-5890 · **

sibelle.of.ca@gmail.com

July 7, 2025

Los Angeles City Planning Commission
200 N. Spring Street, Room 763
Los Angeles, CA 90012

Re: **CPC-2018-3336-SN-A (2nd Amendment)**
Petition to Extend South Park Towers Sign District to 1721 S. Flower Street

Dear Chair and Commissioners:

Inconsistent Environmental Finding & Disparate Treatment
The South Park Towers SN originally approved **11 new digital sign faces**, and staff expressly found "no significant environmental or visual impacts" before installation. That finding necessarily applies equally to any single lot within the same unified block—including 1721 S. Flower—even though the project's impacts were never field-tested and remain theoretical. By contrast, my ground-mounted billboard has operated for **30 years** without any documented adverse effects. Yet staff now claims adding my lot "negatively impacts the area," despite zero new evidence. This reversal § 12.32 S(4) singling out a long-standing use in a district already deemed safe cannot withstand rational basis review.

1. Comparison of Staff Reports & Disparate Treatment Comparison of Staff Reports & Disparate Treatment

Prior to CPC-2018-3336-SN, staff concluded the new Supplemental Use District would have **no significant environmental or visual impacts** on any adjacent parcels. Yet in their denial, staff reversed course for **1721 S. Flower**, asserting expansion "negatively impacts the area." This inconsistency reveals:

- **Identical Sign Impacts:** Lighting, glare, and driver distraction from LED signage are physically the same on every parcel in the block. If no harm justified the original District, no new harm is created by adding one more lot at the same distance and orientation.
- **No Ordinance Basis:** The SN boundary rules ([§ 12.32 S(4)]) and environmental standards applied originally have not changed. Staff cites no new evidence or criteria uniquely tied to 1721 S. Flower to justify harsher treatment.
- **Selective Enforcement Equals Discrimination:** Under Los Angeles Charter § 601 and State equal-protection doctrine, similarly situated properties must be treated

alike. Excluding my lot despite identical locational and functional ties constitutes arbitrary and discriminatory regulation.

This disparate application of the exact same standards to exclude 1721 S. Flower cannot survive rational basis review and must be overturned.

2. Response to Staff Findings

Finding: "1721 S. Flower is outside the four-corner block."
Staff correctly notes the current SN boundary is the alley just north of my lot. Yet under LAMC § 12.32 S(2)(a), you may expand whenever "necessary to preserve or enhance the unified character of a specified area." Here, my property's sole functional relationship to the block is via the Court-validated 8-space parking covenant, which gives me eight garage stalls inside the Towers podium for all Code-required parking. Excluding it leaves a one-lot gap in both sign regulation and enforceable parking rights—plainly breaking the "unified character" test.

Finding: "No direct frontage on Flower/Streets designated for digital signs."
CPC-2018-3336-SN ultimately authorized 11 digital faces on four of the project's six elevations, including signs facing southbound Flower/Streets only a few feet north of my billboard. Under the SN's own definitions (§ 12.32 S(4)), any lot within the defined boundaries may be included when tied functionally to the district. 1721 S. Flower stands within the required expansion area and satisfies those criteria without exception.

Finding: "No existing vested advertising rights on 1721—only off-site sign rights flow from SN itself."
For three decades I've lawfully operated a ground-mounted static billboard on 1721 under valid permits. Staff's denial effectively erases this vested use overnight by surrounding it with ultra-bright LED displays. The City must honor existing nonconforming uses (LAMC § 12.27.I), not extinguish them by regulatory sleight-of-hand.

---

3. Requested Amendment

Accordingly, I ask you to adopt the following three changes to CPC-2018-3336-SN:

Boundary (Section A):
Amend the legal description to extend the SN "Block" one parcel south to encompass APN 5126-010-008 (1721 S. Flower).

Sign Table (Section B):
Add one ground-mounted double-sided LED face on 1721 S. Flower, matching the permitted existing dimensions and brightness caps authorized elsewhere, in order to preserve my thirty-year-vested advertising use.

Conditions (Section D):
"All existing signage rights lawfully established on 1721 S. Flower under prior City

permits are hereby incorporated and may be converted to the LED format specified in Section B, subject to the uniform design controls (size, brightness, animation cycle, and color palette) applied to South Park Towers off-site signs."

---

4. Why Inclusion Is Essential

1. **Legal Unity:** The Superior Court declared my 8-space covenant "valid and enforceable … forever and free" (BC492202 ¶ 1) binding every successor-owner of the Towers site to furnish those stalls. California law treats such parking covenants as easements "touching and concerning" the benefitted land—justifying unified sign regulation over the same burdened block.
2. **Economic Harm:** Surrounding my static board with ultra-bright LED walls will instantly drown out its view, ending long-running ad contracts and destroying a legacy revenue stream.
3. **Visual Coherence:** A single, integrated development block must share one consistent sign regime. A regulatory "hole" in the SN—particularly one created after thirty years of vested billboard operations—is the antithesis of "cohesion."
4. **Binding Easements**: California courts treat off-site parking covenants as real property easements that "touch and concern" the burdened land. In Estate of Vardell,41 Cal.App.4th 1816(1996), and Franklin v. Scottish Co., 3 Cal.App.3rd 8 (1970), the courts enforced non-contiguous parking easements against successive owners. Those same principles compel unified sign regulation here.

Thank you for your reconsideration. I'm happy to supply permit records or testify further at your hearing. I look forward to your support in preserving both my vested rights and a visually coherent streetscape.

Respectfully submitted,

Faramarz "Fred" Yadegar
Trustee of The T.O.Y. Family Trust

Planning CPC <cpc@lacity.org>

Subject: Concern Regarding Building Approval Adjacent to My Condominium

Wenda Wang <wendalang@gmail.com>
To: Victoria Yee <yee.victoria@gmail.com>
Cc: cpc@lacity.org

Mon, Jun 2, 2025 at 6:36 PM

Dear Los Angeles City Planning Commission,

I am writing to express my concerns about the recent approval of the building project located next to my condo. As a resident, I am deeply affected by the construction and its subsequent impact on my property and quality of life.

Firstly, the new building significantly compromises my privacy, as it overlooks my living space directly. This intrusion has made it impossible for me to maintain the privacy I previously enjoyed.

Secondly, due to construction restrictions, I am unable to trim or maintain my trees along the property line. As a result, I feel compelled to remove them entirely, which is unfortunate as they provide both natural beauty and a privacy buffer. This, in turn, forces me to redesign and redo my deck area, incurring unexpected costs and inconvenience.

Furthermore, the new building blocks sunlight from entering my condominium, diminishing natural light, and negatively affecting my living environment.

I respectfully request that the City Planning Commission consider these concerns and explore potential solutions to mitigate the negative impacts on my property and well-being. I appreciate your attention to this matter and look forward to your response.

Thank you for your time and understanding.

Sincerely,

Wenda Wang

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456 Shatto pl, apt 7, Los Angeles

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