



## DEPARTMENT OF CITY PLANNING

### APPEAL RECOMMENDATION REPORT

#### City Planning Commission

**Date:** Thursday, November 3, 2022  
**Time:** After 8:30 A.M.\*  
**Place:** Due to concerns over COVID-19, the CPC meeting will be conducted entirely telephonically by Zoom [<https://zoom.us/>].

The meeting's telephone number and access code access number will be provided no later than 72 hours before the meeting on the meeting agenda published at

<https://planning.lacity.org/about/commissions-boards-hearings> and/or by contacting [cpc@lacity.org](mailto:cpc@lacity.org)

**Public Hearing:** November 3, 2022  
**Appeal Status:** Not further appealable  
**Expiration Date:** November 3, 2022  
**Multiple Approval:** No

#### PROJECT

**LOCATION:** 425-427 ½ South Union Avenue

#### PROPOSED PROJECT:

The project includes the demolition of an existing single-story fourplex and a detached accessory building for the construction, use, and maintenance of a six-story, 38-unit residential apartment building over one subterranean level of parking containing 20 vehicle parking spaces, 34 long-term bicycle parking spaces, and 3 short-term bicycle parking spaces. The proposed building will contain approximately 29,610 square-feet of floor area, resulting in a Floor Area Ratio ("FAR") of 4.5:1 and will rise to a height of 76 feet and 8 inches. In exchange for the requested Base and Additional Incentives that the project is eligible for pursuant of the Transit Oriented Communities Affordable Housing Incentive Program, the project will reserve four (4) units for Extremely Low Income households.

**APPEAL:** Two (2) appeals of the Director of Planning's determination conditionally approving a Transit Oriented Communities Affordable Housing Incentive Program project, pursuant to Los Angeles Municipal Code ("LAMC") Sections 12.22 A.31 and 12.22 A.25(g).


**Case No.:** DIR-2022-310-TOC-VHCA-1A  
**CEQA No.:** ENV-2022-311-CE  
**Incidental Cases:** N/A  
**Related Cases:** N/A  
**Council No.:** 1 – Cedillo  
**Plan Area:** Westlake  
**Specific Plan:** None  
**Certified NC:** Westlake North  
**GPLU:** High Medium Residential  
**Zone:** R4-1  
**Applicant:** Bahram and Helen Raeen Living Trust  
**Representative:** Daniel Ahadian, Nur Development Consulting  
**Appellant 1:** Brandi and Christian Garriss  
**Appellant 2:** Fermin Mendoza


#### RECOMMENDED ACTIONS:

1. **Determine** that, based on the whole of the administrative record as supported by the justification prepared and found in the environmental case file, the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines, Article 19, Section 15332 (Class 32), and there is no substantial evidence demonstrating that any exceptions contained in Section 15300.2 of the State CEQA Guidelines applies;

2. **Deny** the appeal of DIR-2022-310-TOC-VHCA and **sustain** the decision of the Director of Planning for the construction, use, and maintenance of a six-story, 38-unit residential apartment building with four (4) of the units reserved for Extremely Low Income Households; and
3. **Adopt** the Director of Planning's Conditions of Approval and Findings.

VINCENT P. BERTONI, AICP  
Director of Planning

  
\_\_\_\_\_  
Jane J. Choi, AICP, Principal City Planner

  
\_\_\_\_\_  
Yi Lu, AICP, City Planner

  
\_\_\_\_\_  
Erick Morales, Planning Assistant  
erick.morales@lacity.org

**ADVICE TO PUBLIC:** \*The exact time this report will be considered during the meeting is uncertain since there may be several other items on the agenda. Written communications may be mailed to the *City Planning Commission Secretariat, 200 North Spring Street, Room 272, Los Angeles, CA 90012* (Phone No.213-978-1300). While all written communications are given to the Commission for consideration, the initial packets are sent to the week prior to the Commissions meeting date. If you challenge these agenda items in court, you may be limited to raising only those issues you or someone else raised at the public hearing agendized herein, or in written correspondence on these matters delivered to this agency at or prior to the public hearing. As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability, and upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities. Sign language interpreters, assistive listening devices, or other auxiliary aids and/or other services may be provided upon request. To ensure availability of services, please make your request not later than three working days (72 hours) prior to the meeting by calling the Commission Secretariat at (213) 978-1299.



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### Exhibits:

- Exhibit A: Project Plans (DIR-2022-310-TOC-VHCA)
- Exhibit B: Director of Planning's Determination (DIR-2022-310-TOC-VHCA)
- Exhibit C: Class 32 Categorical Exemption (ENV-2022-311-CE)
  - Exhibit C.1: Vehicle Miles Traveled Calculator
- Exhibit D: Appeal No. 1 (Brandi and Christian Garris)
- Exhibit E: Appeal No. 2 (Fermin Mendoza)
- Exhibit F: Los Angeles Housing Department SB 330 Replacement Unit Determination
- Exhibit G: Geology and Soils Report Approval Letter dated April 4, 2019
- Exhibit H: Geology and Soils Report Approval Letter dated April 8, 2021
- Exhibit I: Email exchange between Project Planning staff and the Office of Historic Resources, dated January 20-24, 2022
- Exhibit J: Email exchange between Planning staff and the Los Angeles Housing Department, dated September 22, 2022
- Exhibit K: Email exchange between Planning staff and the Los Angeles Department of Building and Safety, dated September 26-28, 2022

## PROJECT ANALYSIS

### Appellate Decision Body

Pursuant to Sections 12.22.A.31 and 12.22 A.25 of the Los Angeles Municipal Code (“LAMC”), appeals of Transit Oriented Communities Affordable Housing Incentive Program cases are heard by the City Planning Commission. The appellate decision of the City Planning Commission is final.

### Project Summary

On July 19, 2022, the Director of Planning approved a Transit Oriented Communities Affordable Housing Incentive Program project involving the construction, use, and maintenance of a 38-unit residential apartment building, of which four (4) dwelling units will be reserved for Extremely Low Income households for a period of 55 years with Tier 3 incentives. Two aggrieved parties with standing appealed the project.

The proposed project involves the demolition of an existing single-story fourplex and a detached accessory building for the construction, use, and maintenance of a six-story, 38-unit residential apartment building over one subterranean level of parking containing 20 vehicle parking spaces, 34 long-term bicycle parking spaces, and 3 short-term bicycle parking spaces. The proposed building will contain approximately 29,610 square-feet of floor area, resulting in a FAR of 4.5:1 and will rise to a height of 76 feet and 8 inches. The unit mix will be comprised of five (5) studio apartments, 21 one-bedroom apartments, and 12 two-bedroom apartments. There will be 3,130 square feet of open space, comprised of 1,300 square feet of private open space and 1,830 square feet of common open space on the first and sixth floors. Additionally, the project requires the export of 4,625 cubic yards of earth and the removal of three (3) non-protected trees on-site with trunk diameters greater or equal to eight (8) inches.

The proposed project site is comprised of a single lot with an area of approximately 9,139 square-feet and approximately 50 feet of street frontage along Union Avenue. The project site is zoned R4-1 and is in the Westlake Community Plan area with a High Medium Residential land use designation. The proposed project site qualifies as a Tier 3 Transit Oriented Communities housing project based on being located within one half mile from the Metro Westlake / MacArthur Park Station, which is served by the Metro B (Red) and D (Purple) Lines. The proposed project site is located within a Transit Priority Area, a State Enterprise Zone, the Westlake Recovery Redevelopment Project Area, an Urban Agriculture Incentive Zone, and a BOE Special Grading Area. On December 22, 2021, Planning staff approved an administrative review of the proposed project with the Westlake Recovery Redevelopment Plan and determined the project conforms to the Redevelopment Plan.

Pursuant to the Transit Oriented Communities Affordable Housing Incentives Program, the project was determined eligible for the following three (3) Base Incentives which are granted by-right for eligible TOC projects, and three (3) Additional Incentives to construct the proposed project:

### **Base Incentives.**

- a. **Density.** Increase the maximum number of dwelling units by up to 58 percent to allow a maximum residential density of 38 units in lieu of 24 units otherwise allowed;
- b. **Floor Area Ratio (FAR).** Increase in FAR by up to 50 percent to allow an FAR of up to 4.5:1, in lieu of 3:1 FAR otherwise allowed; and

- c. **Parking.** Provide automobile parking at a ratio of 0.5 spaces per residential unit to allow a minimum of 19 parking spaces, in lieu of 58 parking spaces otherwise required.

#### **Additional Incentives.**

- d. **Setbacks (Front and Rear).** A front yard setback of 6 feet in lieu of the 15 feet otherwise required via the averaging of the front yard setbacks of adjoining structures and a 30 percent reduction of the rear yard setback requirement to allow a rear yard setback of 12 feet 10 inches in lieu of 18 feet as otherwise required;
- e. **Setbacks (Side Yards).** A 30-percent reduction of the two individual yard setback requirements to allow two side yard setbacks of 6 feet and 4 inches in lieu of the 9 feet otherwise required; and
- f. **Open Space.** A maximum reduction of 24 percent in the required amount of open space to permit 3,130 square feet in open space, in lieu of the 4,100 square feet otherwise required.

#### **Background**

The project site is located within the Westlake Community Plan and consists of one rectangular-shaped lot of approximately 9,139 square-feet (0.210 acres). The project site has approximately 50 feet of street frontage along Union Avenue to the east. The Community Plan designates the project site for High Medium Residential land uses, which accommodates the R4-1 zone designated for the project site. The project site is not located within the boundaries of any specific plan or interim control ordinance.

#### **Surrounding Properties:**

The project site is located in an urbanized neighborhood in the Westlake Community Plan. Lots adjacent to the project site are primarily developed with multi-family dwellings that are three-stories or less, but also include multi-family dwellings taller than four stories and a medical facility. All lots immediately to the north, east, south, and west are zoned R4-1. Lots to the north are developed with a nursing home and multi-family dwellings that range from one- to three-stories in height. Lots to the east are developed with two-story multi-family dwellings. Lots to the south are developed with a fourteen-story multi-family building with 200 units. Lots to the west are developed with multi-family dwellings that range from one- to two-stories in height. Additionally, the project site is located within 2,640 feet from the Metro Westlake/MacArthur Park Station, which is served by the Metro Purple (D) and Red (B) lines.

#### **Streets and Circulation:**

Union Avenue, adjoining the project site to the east, is a designated Collector Street, dedicated to a right-of-way width of 66 feet and a roadway width of 40 feet, and improved with asphalt roadway, concrete curb, gutter, and sidewalk. A dedication of 3 feet is required and provided.

Public Alley, adjoining the property to the west, is dedicated to a right-of-way width of 16 feet.

#### **Transit Oriented Communities:**

The project site is located within 2,640 feet from the Metro Westlake/MacArthur Park Station which is served by the Metro Purple (D) and Red (B) Lines and is a major transit stop. The project site is therefore located in Tier 3 of the Transit Oriented Communities Affordable Housing Incentive Program and is eligible for Tier 3 incentives. Per Section IV of the TOC Guidelines, the

project is eligible to receive Base Incentives and up to three Additional Incentives as the project will reserve at least 11 percent of the base units for Extremely Low-Income households in that it proposes a total of 38 units with at least four (4) units, or 16 percent of base units, set aside for Extremely Low-Income households. As such, the project fulfills the Tier 3 TOC eligibility requirements for on-site restricted affordable units.

## APPEAL ANALYSIS

On July 19, 2022, the Director of Planning issued a Letter of Determination approving a Transit Oriented Communities Affordable Housing Incentive Program (TOC) project at the proposed site at 425 South Union Avenue. On August 3, 2022, two (2) appeals were respectively filed by Christian and Brandi Garris, who own the abutting property at 429 South Union Avenue, and Fermin Mendoza, who is a current tenant of the existing apartment building at 425 South Union Avenue. Both appellants are appealing the decision in its entirety and Fermin Mendoza also specifically contests Conditions 2, 4, and 7. Both appeals in their entirety are provided as Exhibits D and E for reference.

The following section provides a summary of the appellants' points and responses from Planning staff to each point.

### Appeal 1: Brandi and Christian Garris

#### **1. The subterranean railway easement has not been considered,**

**1a. The City of Los Angeles has already experienced major issues arising out of failing to consider the effects of subterranean tunnels.**

**1b. The engineering necessary to establish the feasibility of this project has not been completed.**

Appellant 1 claims that subterranean construction is not feasible due to an easement for a tunnel underneath the property. The project proposes six residential floors above one subterranean floor for 20 parking spaces. To substantiate their statement and justify a request to require an engineering study, Appellant 1 provides news reports of construction issues with the Metro Red Line. Besides these statements, Appellant 1 provides no evidence to support their claims.

Appellant 1 provided documentation from the Chicago Title Company (see Exhibit D) showing the existence of an easement on the lot which is allegedly for a tunnel built by the Pacific Electric Railway. No evidence was provided by Appellant 1 to show that the tunnel exists below the easement. According to an email exchange with Department of Building and Safety (DBS) staff (Exhibit K) and Geology and Soils Report approval letters issued on April 4, 2019 (Exhibit G) and April 8, 2021 (Exhibit H), excavations must be done under the supervision of the soils engineer. Furthermore, DBS staff could not find evidence of a tunnel existing below the subject property. All adverse conditions are required to be reported to the soils engineer and the LADBS Inspector. Therefore, the Director's approval was appropriate as far as the subterranean easement is concerned.

#### **2. There are inadequate grounds to waive the side setback requirements.**

On November 8, 2016, the voters approved Measure JJJ, which established LAMC Section 12.22 A. 31 and the TOC Program. Measure JJJ required the Department of City Planning to create eligibility standards, incentives, and other necessary components for prospective Housing

Developments located within a one-half mile radius of a Major Transit Stop. Under the TOC Program, TOC Guidelines were established structuring the levels of incentives, including reduced yard setbacks, additional height, and reduced open space, based on the quality and proximity of a transit stop. The incentives for a reduction in yard setbacks, increase in height, and a reduction in open space are found in the menu for “Additional Incentives” under Section VII of the TOC Guidelines and require projects to provide a set proportion of units for affordable housing.

As conditioned in the Director of Planning’s Determination Letter (Exhibit B) and described in the project background above, the proposed project is eligible for Tier 3 Base and Additional Incentives of the TOC Guidelines. These incentives provide the developer relief from developmental standards, including reduced yards and open space. A Tier 3 project is eligible for three Additional Incentives if it reserves a minimum of 11 percent of the project’s base units for Extremely Low Income households. The project proposes a total of 38 units, with at least four (4) of the base 24 units, which is 16.7% of the base units set aside for Extremely Low Income households. Therefore, the applicant is eligible to utilize three Additional Incentives: 1) reductions of the front and rear yards; 2) reductions of the side yards; and 3) reduction in open space.

The project site is located in the Westlake Community Plan in a lot zoned R4-1 for High Medium Residential land uses. As a result of this zoning, the proposed project is subject to side yards of 9 feet. The TOC Guidelines allow Tier 3 projects to reduce side yard requirements by up to 30 percent through the request of an Additional Incentive. As such, this project will utilize the incentive to provide side yard setbacks of 6 feet and 4 inches. Therefore, this project meets the side yard setback requirements of the TOC Guidelines.

The ability to reduce side yards through the request of an Additional Incentive facilitates the construction of additional residential dwelling units and Restricted Affordable Units. The TOC Incentives allow for the construction of the proposed six-story, 38-unit residential apartment building, with a density increase of 58 percent over the base units allowable, of which four (4) will be reserved for Extremely Low Income households. Appellant 1 has raised concerns over the height of the building and the reduced setbacks, which will allegedly negatively impact their property by blocking light from windows on the northern side of the building. However, these issues are not a basis to grant or deny incentives in either the Los Angeles Municipal Code or the TOC Guidelines. The project is compliant with the Additional Incentive for side yards and the TOC Guidelines. Therefore, the Director of Planning’s approval was appropriate.

### **3. The existing structure has historic significance and should not be demolished.**

The project site has not been identified as a historic resource by local or state agencies and the project site has not been determined to be eligible for listing in the National Register of Historic Places, California Register of Historical Resources, the Los Angeles Historic-Cultural Monuments Register, or any other local register. The project site was not found to include a potential historic resource based on SurveyLA, the citywide survey of Los Angeles, and the project site is listed in the Westlake Redevelopment Plan Area historical resources survey as “not eligible, merits consideration”. Further, the Department of City Planning’s Office of Historic Resources confirmed in an email dated January 24, 2022 (Exhibit I), that the project site is not a historic resource for purposes of CEQA and requires no further historical analysis. Therefore, this site has been determined not to be of any historical significance and the Director’s approval was appropriate.

### **4. The applicant cannot complete the project within three years and the applicant did not adequately advise HCIDLA regarding the occupants of the current units.**

Appellant 1 raises concern over the SB 330 Replacement Unit Determination (RUD) letter issued by the Los Angeles Housing Department on October 21, 2022 (Exhibit F). On Page 3 of the letter, it is stated that “per the Owner’s statement, three (3) of the four (4) units were owner occupied at

the time of the SB 330 submission". Appellant 1 claims to know "several" of the tenants of 425 S. Union Avenue and refutes the owner's claim that three (3) of the units are owner occupied. Besides this statement, Appellant 1 provides no proof regarding the tenants of 425 S. Union Avenue. However, Planning staff contacted the Los Angeles Housing Department (LAHD) regarding the statement in the SB 330. LAHD staff confirmed in an email exchange dated September 22, 2022 (Exhibit J) that the Owner's statement was not considered when drafting the RUD letter as no documentation was provided to show that the units were owner occupied. In addition, no tenants responded to the tenant packets sent by LAHD to collect income information. Thus, pursuant to SB 330, 67 percent of the existing four (4) units, in other words three (3) units, are determined to be affordable and are subject to replacement in the new project. As proposed, the project will provide four (4) dwelling units reserved for Extremely Low Income households. Finally, the right of return applies to two tenants of the existing four-plex.

Additionally, Appellant 1 claims that the project will not be able to be completed in three years. The project applicant filed a Vesting Housing Crisis Act Application under SB 330, which requires, among other provisions, that the applicant commences construction within two and one-half years following the date that the project receives final approval. Appellant 1 also provides no evidence to support their claim. Appellant 1 also argues that the tenants will have a difficult time finding affordable units because of the current rental market and that the developer should be required to provide additional information regarding relocation of the tenants. These concerns are not a basis to grant or deny incentives in either the Los Angeles Municipal Code or the TOC Guidelines. Therefore, the Director of Planning's approval was appropriate.

#### **5. The factual basis for the exemptions relies on inaccurate factual representations of the neighborhood.**

The CEQA Guidelines provide that a Class 32 Categorical Exemption may not be used if any of five (5) exceptions apply: (a) cumulative impacts; (b) significant effect; (c) scenic highways; (d) hazardous waste sites; and (e) historical resources. CEQA Guidelines Section 15300.2(b) states that a categorical exemption is inapplicable "when the cumulative impact of successive projects of the same type in the same place, over time is significant." An agency's determination that a project falls within a categorical exemption includes an implied finding that none of the exceptions identified in the CEQA Guidelines apply. Instead, the burden of proof shifts to the challenging party to produce evidence showing that one of the exceptions applies to take the project out of the exempt category. (*Berkeley Hillside Preservation v. City of Berkeley* (2015) 60 Cal.4th 1086; *San Francisco Beautiful v. City and County of San Francisco* (2014) 226 Cal.App.4th 1012, 1022-23.)

The appellants have not met their burden of proof because there is no evidence in the record to conclude that there will be a cumulative adverse impact caused by the proposed project and other projects in this area. The cumulative impact exception applies when the environmental impact at issue generally affects the environment in general and does not apply to activity that has an impact on only some particular persons (*Santa Monica Chamber of Commerce v. City of Santa Monica* (2002) 101 Cal.App.4th 786, 799.) Speculation that significant cumulative impacts will occur simply because other projects may be approved in the same area is insufficient to trigger this exception and is not evidence that the proposed project will have adverse impacts or that the impacts are cumulatively considerable (*Hines v. California Coastal Comm'n* (2010) 186 Cal.App.4th 830, 857).

As demonstrated in the Justification for the Class 32 Categorical Exemption (Exhibit C), the proposed project meets all of the criteria to qualify as an infill site under the Class 32 Categorical Exemption, the California Environmental Quality Act (CEQA), and CEQA Guidelines Section 15332. CEQA Guidelines Section 15300.2(b) states that a categorical exemption is inapplicable "when the cumulative impact of successive projects of the same type in the same place, over time

is significant." CEQA Guidelines Sections 15065(a)(3) and 15064(h) state that a "cumulatively considerable" impact means that the incremental effects of an individual project are significant when viewed in connection with the effects of other related projects.

Appellant 1 claims that the proposed project will have a cumulative adverse impact and requests that a "traffic study and environmental reports to support [the applicant's] assertion that four units will have the same impact as 38 units." While it was not claimed that there would be no impact, the impact from the project is expected to be less than significant. Additionally, Appellant 1 has provided no evidence that the project or other projects over the same type in the same place over time will have a significant impact. As set forth in the administrative record, the project and other projects in the vicinity are subject to Regulatory Compliance Measures (RCMs) related to air quality, noise, hazardous materials, geology, and transportation. Numerous RCMs in the City's Municipal Code and State law provide requirements for construction activities and ensure impacts from construction related air quality, noise, traffic, and parking are less than significant. For example, the South Coast Air Quality Management District (SCAQMD) has District Rules related to dust control during construction, type and emission of construction vehicles, architectural coating, and air pollution. All projects are subject to the City's Noise Ordinance No. 144,331, which regulates construction equipment and maximum noise levels during construction and operation.

Appellant 1 describes the potential impact on traffic that the project may have. However, Appellant 1 provides no evidence to support their claims regarding car ownership or car trips taken. To assess the project's impact on traffic, Planning Staff utilized the Los Angeles Department of Transportation (LADOT) Vehicle Miles Traveled (VMT) calculator (Exhibit C.1) to analyze the number of trips that would be generated by the project. The VMT calculator showed that the demolition of a single-story fourplex and the construction of a 38-unit housing development will generate 130 additional daily vehicle trips, which is less than the threshold of 250 or more daily vehicle trips required to warrant further CEQA analysis relative to transportation and traffic impacts. Therefore, a traffic study is not required and the project is not anticipated to have a significant traffic impact.

In conclusion, the appellant has not provided evidence demonstrating that the project will have a cumulative adverse impact on the environment or that the Class 32 Categorical Exemption is deficient. The CEQA Determination includes substantial evidence that the Class 32 Categorical Exemption applies to the proposed project and that no exceptions to the categorical exemption apply. Therefore, the Director's approval was appropriate and the Class 32 Categorical Exemption adequately addresses all impacts relative to the proposed project.

#### Appeal 2: Fermin Mendoza

##### **1. The SB 330 determination which was part of the city's process for making a determination about this project includes false information that was known by previous owners to be false.**

Appellant 2 is a current tenant of the property at 425 S. Union Avenue. In his appeal, he claims that the SB 330 Replacement Unit Determination (RUD) letter issued by the Los Angeles Housing Department on October 21, 2021 (Exhibit F) uses false information to make its decision. The primary claim from Appellant 2 is that the same tenants have lived at the site for several years and none are related to any previous or the current owner, therefore, Appellant 2 says the owner provided false information when they said three units were owner-occupied. Appellant 2 also provided an undated real estate flyer listing rents collected from all four (4) units on the property. As noted in Point 4, the Los Angeles Housing Department (LAHD) did not consider the owner's statement that three (3) of the four (4) units are owner occupied as no documentation was provided to prove the owner's claim.

Additionally, no tenant responded to the tenant packets sent by the LAHD to assess affordability. Pursuant to SB 330, when no tenant income information is available, the required percentage of affordable units is determined by the percentages of Extremely Low, Very Low, and Low Income rents in the jurisdiction as shown in the HUD Comprehensive Housing Affordability Strategy (CHAS) database. At the time of application, the CHAS database showed 30 percent Extremely Low, 19 percent Very Low, and 18 percent Low Income renter households in Los Angeles. The remaining households (33 percent) are presumed to be of above-lower income. Therefore, the project is required to provide one (1) Extremely Low Income unit, one (1) Very Low Income unit, and one (1) Low Income unit. The applicant has elected to provide four (4) Extremely Low Income units to meet the affordability requirements of both the TOC Program and LAHD.

Appellant 2 also raises concern over relocation and what is required of the developers to move the tenants from their homes. These concerns are not a basis to grant or deny incentives in either the Los Angeles Municipal Code or the TOC Guidelines. Therefore, the Director of Planning's approval was appropriate. Additionally, according to the SB 330 RUD letter, two tenants (named in the RUD letter) are provided the right to return.

## **STAFF RECOMMENDATION**

For the reasons stated herein, and as provided in the Findings in the Director's Determination, the proposed project does comply with the applicable provisions of the Transit Oriented Communities Affordable Housing Incentive Program and the California Environmental Quality Act and Los Angeles Municipal Code. The appeal of the Director's Determination cannot be substantiated and therefore should be denied. Staff recommends that the City Planning Commission deny the appeals and sustain the decision of the Director of Planning in approving the proposed project.



**A – PROJECT PLANS (DIR-2022-310-TOC-VHCA)**



PROJECT:

425 S UNION AVE.,  
LOS ANGELES, CA 90017

OWNER:

BAHRAM AND HELEN RAEEN LIVING TRUST  
11040 SANTA MONICA BLVD., SUITE 326  
LOS ANGELES, CA 90025  
(310) 826-2646

ARCHITECTURAL DESIGNER:

B. RAEEN CONSTRUCTION, INC.  
11040 SANTA MONICA BLVD., SUITE 326  
LOS ANGELES, CA 90025  
(310) 826-2646

LAND USE CONSULTANT:

NUR - DEVELOPMENT | CONSULTANTING  
864 S ROBERTSON BLVD., SUITE 200  
LOS ANGELES, CA 90035  
DANIEL@NURDEVELOPMENT.COM  
(310) 339-7344

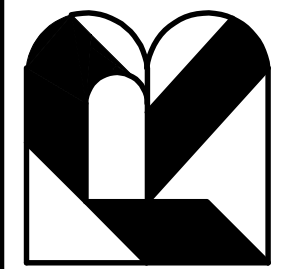
EXHIBIT “A”

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Case No. DIR-2022-310-TOC-VHCA

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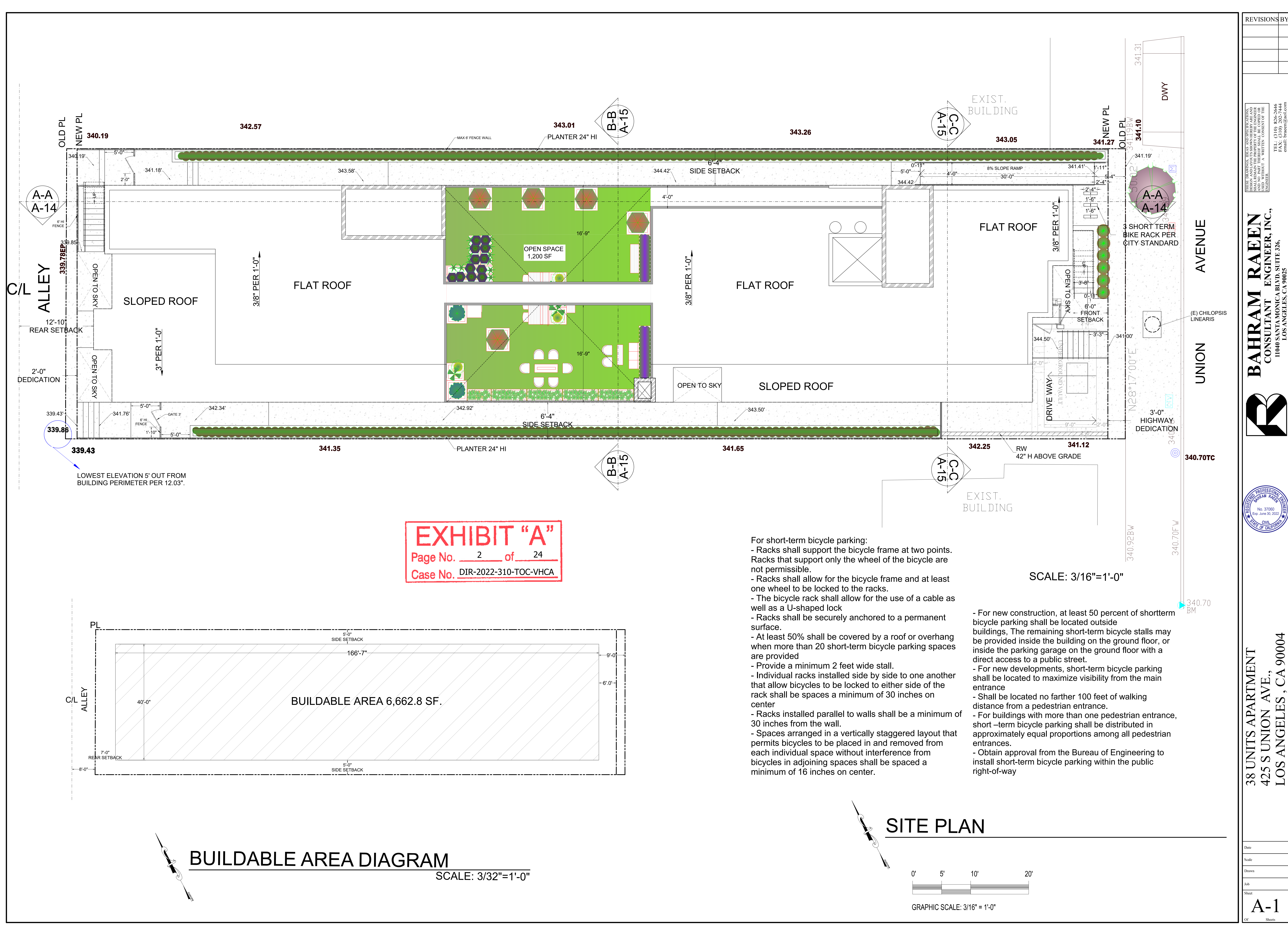


38 UNITS APARTMENT  
425 S UNION AVE.,  
LOS ANGELES, CA 90004

Date
Scale
Drawn
Job
Sheet
T-1
Of Sheets

VICINITY MAP	PROJECT SUMMARY					INDEX OF DRAWINGS																																																																																																																																																																																																																												
	<b>PROJECT DESCRIPTION</b> A NEW 6 STORY, 66.5' HIGH, 38 UNIT MULTI-FAMILY BUILDING WITH 4 UNITS SET ASIDE FOR EXTREMELY LOW-INCOME HOUSEHOLDS. PARKING IS PROVIDED IN THE SUBTERRANEAN FLOOR WITH 20 TOTAL PARKING STALLS PROVIDED.		<b>AUTO PARKING</b> RESIDENTIAL REQUIRED PER TOC TIER 3 TOTAL PARKING REQUIRED: 38 x 0.5  TOTAL PARKING PROVIDED  EV PARKING REQUIREMENT (30%) EVCS (FULL INSTALL) (10%) EVSE (FUTURE INSTALL)			0.5/UNIT 19  20  6 2 4																																																																																																																																																																																																																												
	<b>LEGAL DESCRIPTION</b> LOT 34 WITH OSCAR B. SMITH'S CROWN HILL TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 8, PAGE 169 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.		<b>BIKE PARKING</b> RES LONG TERM REQUIRED: (25/1)+(13/1.5)=33.6 RES SHORT TERM REQUIRED: (25/10)+(13/15)=3.4 RESIDENTIAL LONG TERM PROVIDED RESIDENTIAL SHORT TERM PROVIDED  TOTAL BIKE PARKING REQUIRED TOTAL BIKE PARKING PROVIDED  <b>OPEN SPACE</b> OPEN SPACE REQUIRED STUDIO (1 HABITABLE ROOM): 5 x 100 1-BR (2 HABITABLE ROOMS): 21 x 100 2-BR (3 HABITABLE ROOMS): 12 x 125 TOTAL REQUIRED OPEN SPACE W.TOC REDUCTION 25% BONUS  OPEN SPACE PROVIDED REC. ROOM 6TH FLOOR PATIO PRIVATE BALCONIES (27 x 50) TOTAL PROVIDED SQUARE FOOTAGE  50% OF REQUIRED OPEN SPACE: 50% x 3,075 = TOTAL COMMON OPEN SPACE PROVIDED: COMMON OPEN SPACE > 50% OF REQUIRED ? (1,830 > 1,538)  REQUIRED LANDSCAPE: 25% x 1,538 (COMMON OPEN SPACE) PROVIDED LANDSCAPE  REQUIRED # OF TREES: 38 DU / 4 TREES TREES PROVIDED			34 3 34 3  37 37  500 2,100 1,500 4,100 3,075  630 1,200 1,300 3,130  1,538 1,830 YES  385 299  10 10																																																																																																																																																																																																																												
	<b>REQUESTED ENTITLEMENT</b> THREE TOC INCENTIVES TO ALLOW A REDUCTION OF OPEN SPACE BY 25%, REDUCTION OF BOTH SIDE YARDS BY 30%, AND TO ALLOW TO REDUCTION OF THE REAR YARD BY 30% WITH A FRONT YARD REDUCTION AT THE AVERAGE OF THE ADJOINING NEIGHBORS (TWO YARD REDUCTIONS COUNT AS ONE INCENTIVE IN TIER 3).		<b>SETBACK</b> FRONT YARD SIDE YARD SIDE YARD REAR YARD			0.5/UNIT 19  20  6 2 4		<table><tr><th colspan="4">ARCHITECTURAL</th><th colspan="2">STRUCTURAL</th></tr><tr><th>NO.</th><th>SHEET TITLE</th><th>NO.</th><th>SHEET TITLE</th><th>NO.</th><th>SHEET TITLE</th></tr><tr><td>T-1</td><td>COVERSHEET: INDEX OF DWG'S PROJECT SUMMARY LEGAL DESCRIPTION</td><td></td><td></td><td></td><td></td></tr><tr><td>A-1</td><td>SITE PLAN</td><td></td><td></td><td></td><td></td></tr><tr><td>A-1.1</td><td>OPEN SPACE DIAGRAM</td><td></td><td></td><td></td><td></td></tr><tr><td>A-1.2</td><td>SETBACK DIAGRAM &amp; SURVAY PLAN</td><td></td><td></td><td></td><td></td></tr><tr><td>A-1.3</td><td>FLOOR AREA DIAGRAM</td><td></td><td></td><td></td><td></td></tr><tr><td>A-1.4</td><td>BUILDING AREA DIAGRAM</td><td></td><td></td><td></td><td></td></tr><tr><td>A-2</td><td>BASEMENT PLAN</td><td></td><td></td><td></td><td></td></tr><tr><td>A-3</td><td>1ST FLOOR PLAN</td><td></td><td></td><td></td><td></td></tr><tr><td>A-4</td><td>2ND FLOOR PLAN</td><td></td><td></td><td></td><td></td></tr><tr><td>A-5</td><td>3RD FLOOR PLAN</td><td></td><td></td><td></td><td></td></tr><tr><td>A-6</td><td>4TH FLOOR PLAN</td><td></td><td></td><td></td><td></td></tr><tr><td>A-7</td><td>5TH FLOOR PLAN</td><td></td><td></td><td></td><td></td></tr><tr><td>A-8</td><td>6TH FLOOR PLAN</td><td></td><td></td><td></td><td></td></tr><tr><td>A-9</td><td>ROOF PLAN</td><td></td><td></td><td></td><td></td></tr><tr><td>A-10</td><td>WEST ELEVATION</td><td></td><td></td><td></td><td></td></tr><tr><td>A-11</td><td>NORTH ELEVATION</td><td></td><td></td><td></td><td></td></tr><tr><td>A-12</td><td>EAST ELEVATION</td><td></td><td></td><td></td><td></td></tr><tr><td>A-13</td><td>SOUTH ELEVATION</td><td></td><td></td><td></td><td></td></tr><tr><td>A-14</td><td>SECTIONS A-A</td><td></td><td></td><td></td><td></td></tr><tr><td>A-15</td><td>SECTIONS B-B</td><td></td><td></td><td></td><td></td></tr><tr><td>A-16</td><td>BLOCK STUDY</td><td></td><td></td><td></td><td></td></tr><tr><td>A-17</td><td>D&amp;W SCHEDULE</td><td></td><td></td><td></td><td></td></tr><tr><td>A-18</td><td>UNITS</td><td></td><td></td><td></td><td></td></tr><tr><td>A-19</td><td>BATH, KITCHEN</td><td></td><td></td><td></td><td></td></tr><tr><td>A-20</td><td>ARCHITECTURAL DETAILS</td><td></td><td></td><td></td><td></td></tr><tr><td>A-21</td><td>ARCHITECTURAL DETAILS</td><td></td><td></td><td></td><td></td></tr><tr><td>A-22</td><td>ARCHITECTURAL DETAILS</td><td></td><td></td><td></td><td></td></tr><tr><td>A-32</td><td>NOTES</td><td></td><td></td><td></td><td></td></tr><tr><td>A-33</td><td>NOTES</td><td></td><td></td><td></td><td></td></tr><tr><td>A-34</td><td>NOTES</td><td></td><td></td><td></td><td></td></tr><tr><td>A-35</td><td>NOTES</td><td></td><td></td><td></td><td></td></tr><tr><td></td><td>SURVEY</td><td></td><td></td><td></td><td></td></tr></table>			ARCHITECTURAL				STRUCTURAL		NO.	SHEET TITLE	NO.	SHEET TITLE	NO.	SHEET TITLE	T-1	COVERSHEET: INDEX OF DWG'S PROJECT SUMMARY LEGAL DESCRIPTION					A-1	SITE PLAN					A-1.1	OPEN SPACE DIAGRAM					A-1.2	SETBACK DIAGRAM & SURVAY PLAN					A-1.3	FLOOR AREA DIAGRAM					A-1.4	BUILDING AREA DIAGRAM					A-2	BASEMENT PLAN					A-3	1ST FLOOR PLAN					A-4	2ND FLOOR PLAN					A-5	3RD FLOOR PLAN					A-6	4TH FLOOR PLAN					A-7	5TH FLOOR PLAN					A-8	6TH FLOOR PLAN					A-9	ROOF PLAN					A-10	WEST ELEVATION					A-11	NORTH ELEVATION					A-12	EAST ELEVATION					A-13	SOUTH ELEVATION					A-14	SECTIONS A-A					A-15	SECTIONS B-B					A-16	BLOCK STUDY					A-17	D&W SCHEDULE					A-18	UNITS					A-19	BATH, KITCHEN					A-20	ARCHITECTURAL DETAILS					A-21	ARCHITECTURAL DETAILS					A-22	ARCHITECTURAL DETAILS					A-32	NOTES					A-33	NOTES					A-34	NOTES					A-35	NOTES						SURVEY					<table><tr><th colspan="2">LANDSCAPE</th></tr><tr><th>NO.</th><th>SHEET TITLE</th></tr><tr><td>L-1</td><td>CONCEPTUAL PLAN GROUND</td></tr><tr><td>L-1.1</td><td>CONCEPTUAL PLAN 6TH</td></tr><tr><td>L-2</td><td>PLANT PALETTE</td></tr></table>		LANDSCAPE		NO.	SHEET TITLE	L-1	CONCEPTUAL PLAN GROUND	L-1.1	CONCEPTUAL PLAN 6TH	L-2	PLANT PALETTE
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LOT NO. 34 OF OSCAR B. SMITH'S CROWN HILL TRACT RECORDED IN MB 8 PAGES 169 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA. APN: 5153 - 003 - 011																																																																																																																																																																																																																																		





REVISIONS BY

FILED DRAWING, DESIGN AND INFORMATION SHALL REMAIN THE PROPERTY OF THE ENGINEER AND SHALL NOT BE REPRODUCED OR USED WITHOUT A WRITTEN CONSENT OF THE ENGINEER.

BAHRAM RAEEN CONSULTANT ENGINEER, INC., 11040 SANTA MONICA BLVD, SUITE 326, LOS ANGELES, CA 90025

REGISTERED PROFESSIONAL ENGINEER No. 37060 Exp. June 30, 2022 CIVIL STATE OF CALIFORNIA

38 UNITS APARTMENT 425 S UNION AVE., LOS ANGELES, CA 90004

Date

Scale

Drawn

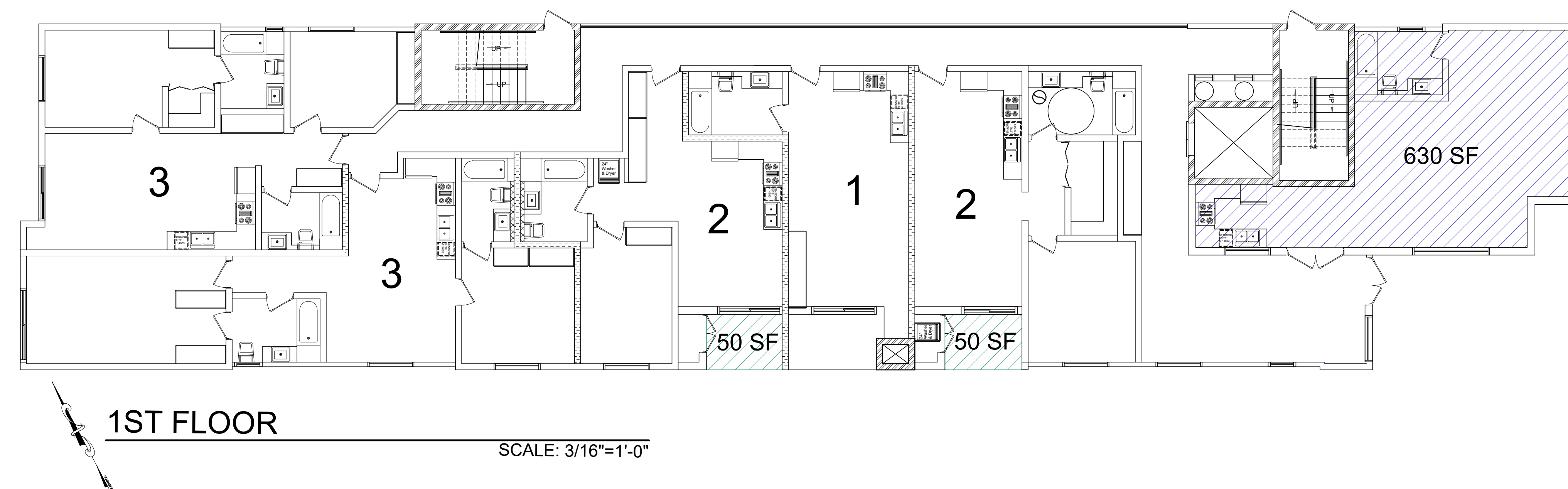
Job

Sheet

A-1

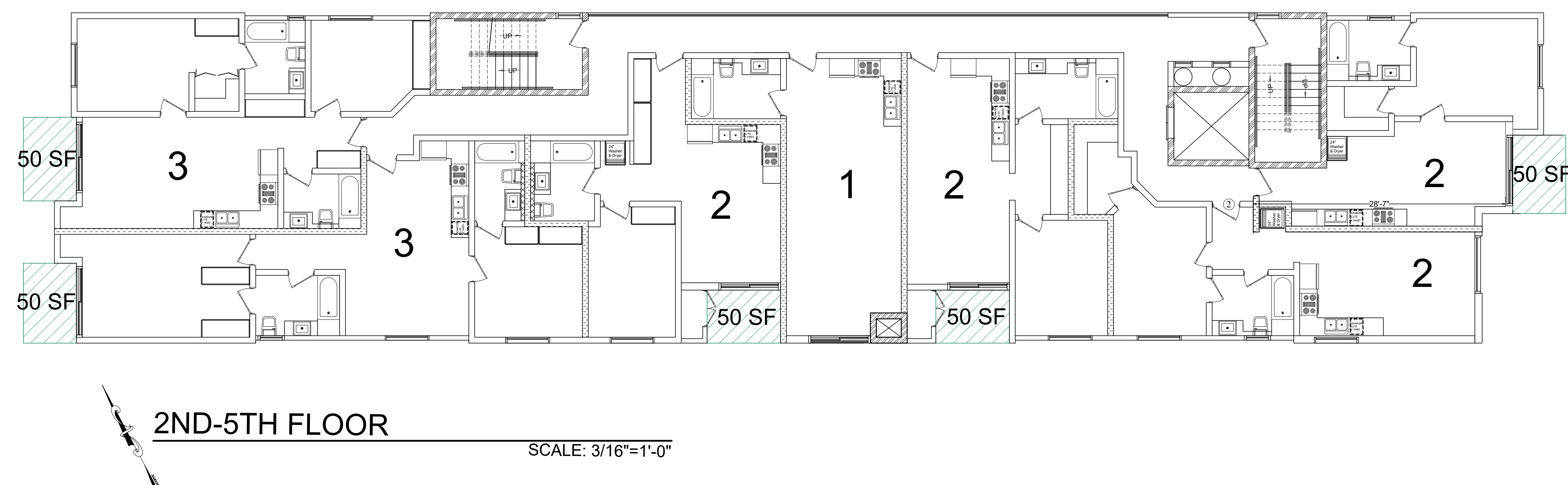
Of Sheets





6TH FLOOR:

APARTMENT	NUMBER
2 BEDROOMS	2
1 BEDROOMS	3
STUDIO	0

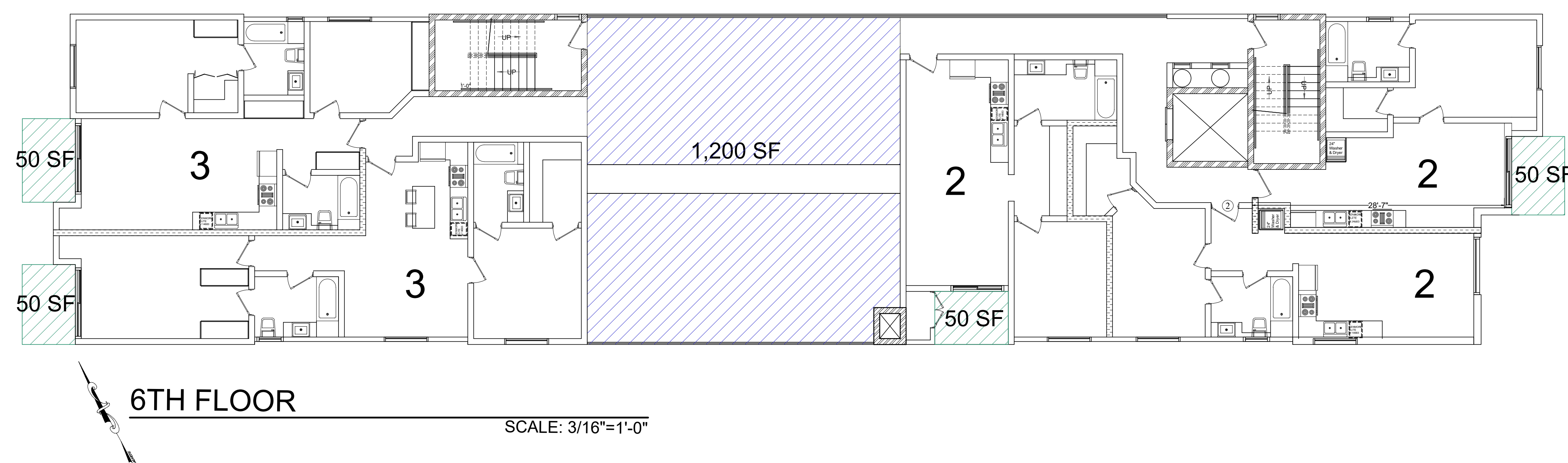


2ND-5RD FLOOR:

APARTMENT	NUMBER	
2 BEDROOMS	2	8
1 BEDROOMS	4	$\times 4 = 16$
STUDIO	1	4

1ST FLOOR:

APARTMENT	NUMBER
2 BEDROOMS	2
1 BEDROOMS	2
STUDIO	1



OPEN SPACE:	
SINGLE	5 x 100 = 500
1-BD	21 x 100 = 2,100
2-BD	12 x 125 = 1,500
TOTAL REQUIRED	4,100
25% BONUS	3,075

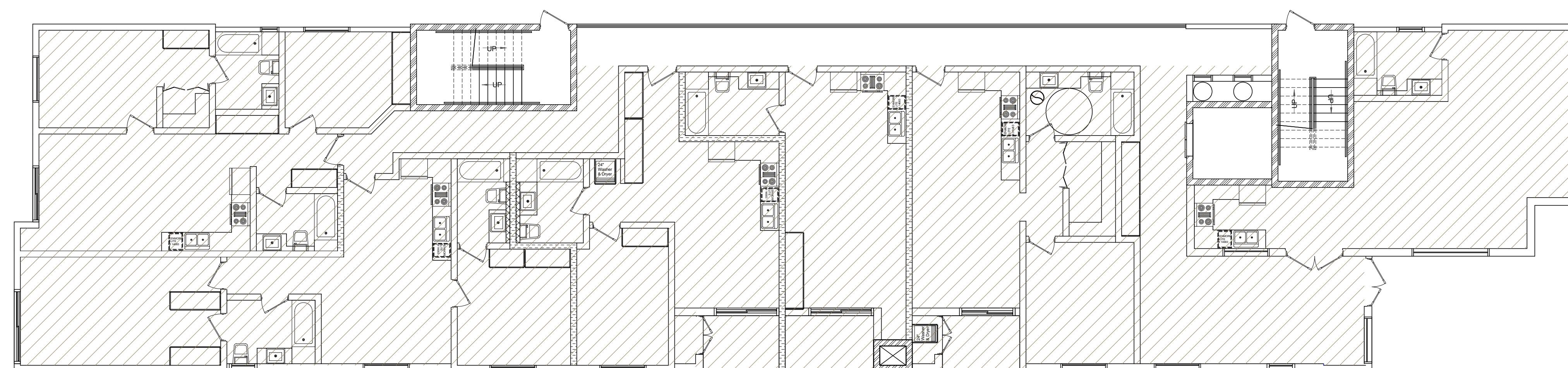
PRIVATE OS	
BALCONY	26 x 50 = 1,300
COMMON OS	
REC. ROOM	630
6TH FLOOR	1,200
TOTAL PROVIDED	3,130

**EXHIBIT "A"**  
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## OPEN SPACE DIAGRAM

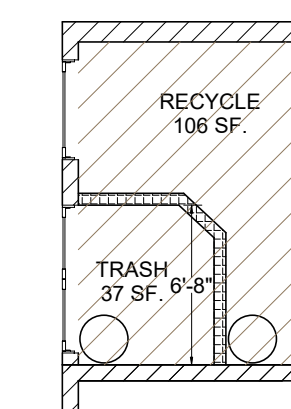






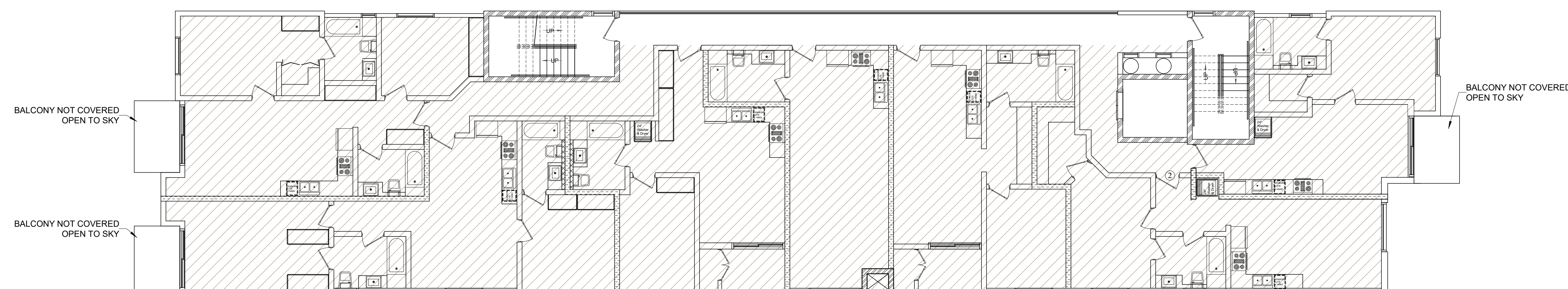
## 1ST FLOOR PLAN

SCALE: 3/16"=1'-0"



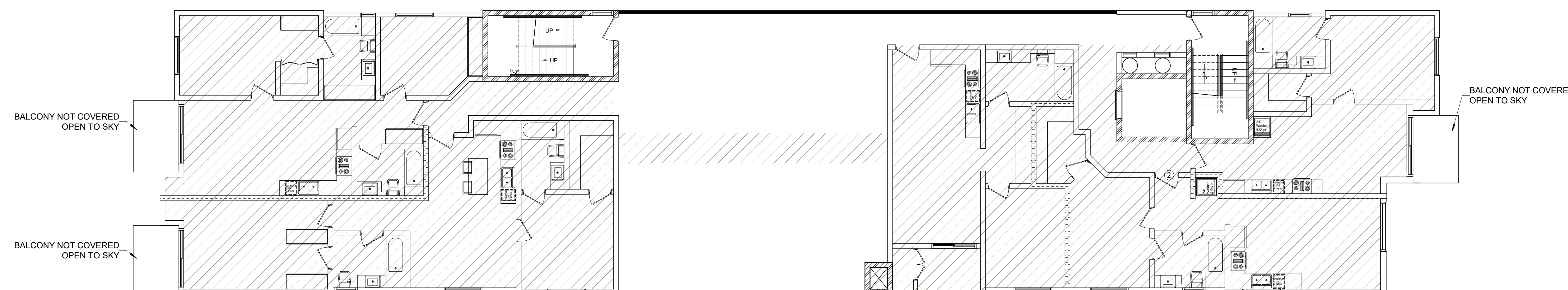
## RECYCLE AND TRASH ROOM PLAN

SCALE: 3/16"=1'-0"



2ND-5TH FLOOR

SCALE: 3/16"=1'-0"



6TH FLOOR

SCALE: 3/16"=1'-0"

FLOOR AREA PER ZONING CODE:

1ST FLOOR	4,945 SF
2ND FLOOR	5,113 SF
3RD FLOOR	5,113 SF
4TH FLOOR	5,113 SF
5TH FLOOR	5,113 SF
6TH FLOOR	4,107 SF
RECYCLE AREA	143 SF

TOTAL            29,610 SF

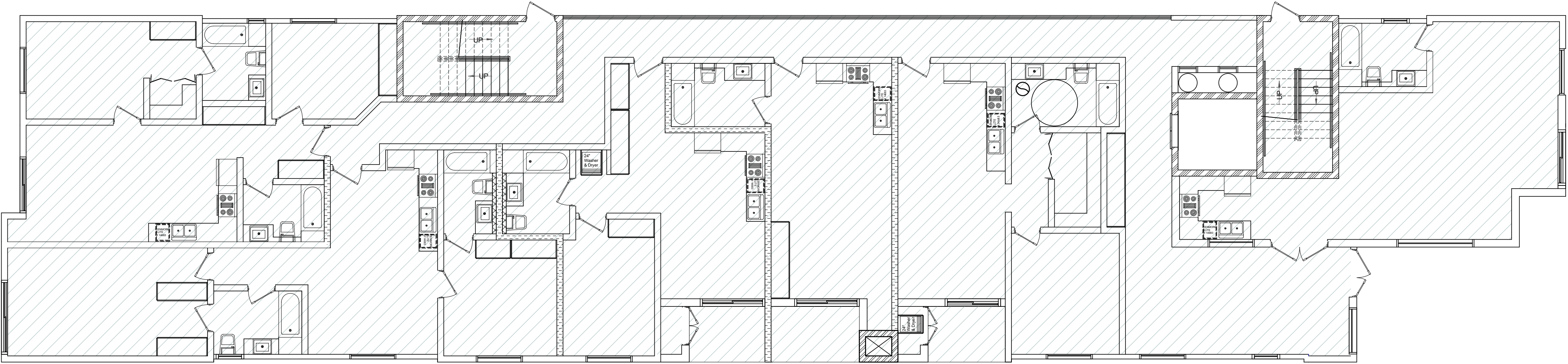
## EXHIBIT "A"

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## FLOOR AREA DIAGRAM (ZONING)

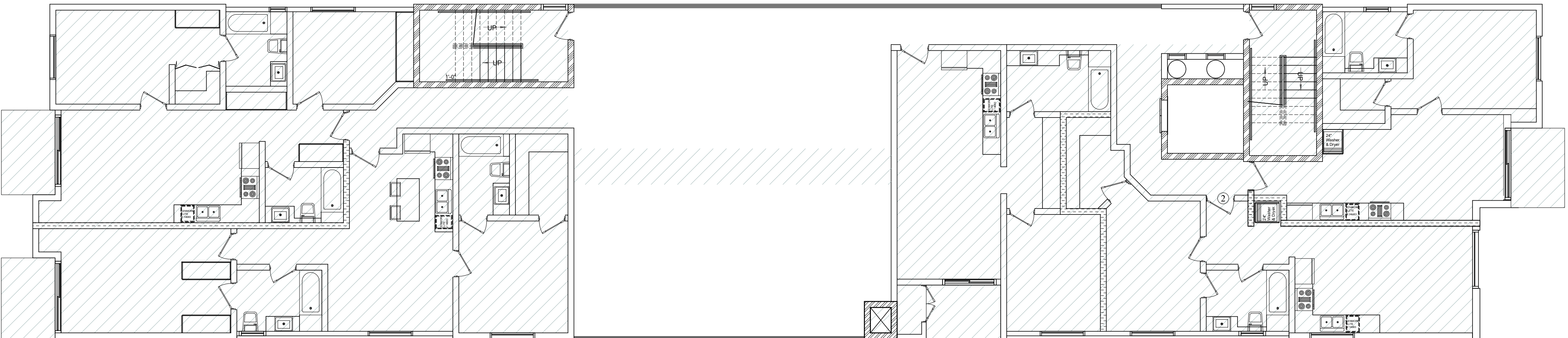




1ST FLOOR  
SCALE: 3/16"=1'-0"



2ND-5TH FLOOR  
SCALE: 3/16"=1'-0"



6TH FLOOR  
SCALE: 3/16"=1'-0"

EXHIBIT "A"

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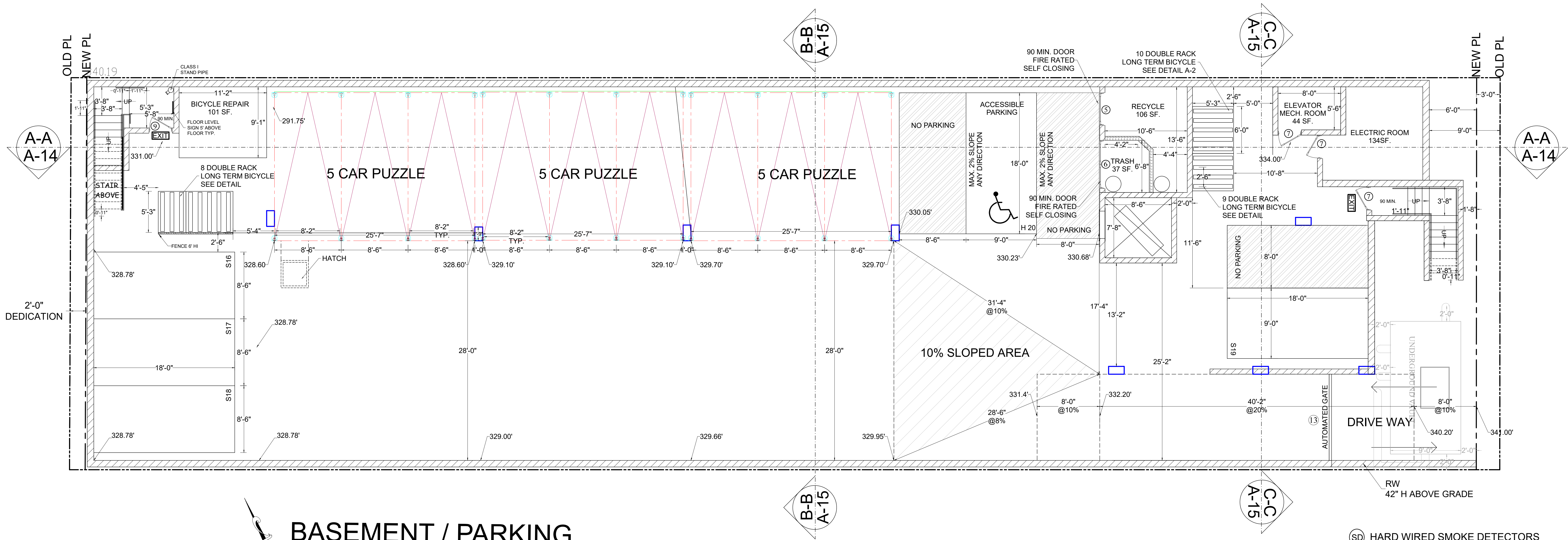
BUILDING AREA PER BUILDING CODE:

1ST FLOOR	5,660 SF
2ND FLOOR	5,970 SF
3RD FLOOR	5,970 SF
4TH FLOOR	5,970 SF
5TH FLOOR	5,970 SF
6TH FLOOR	4,623 SF
TOTAL	34,163 SF

BUILDING AREA DIAGRAM (BUILDING CODE)



Double striping of stalls shall be per zoning code section 12.21A5 chart No.5.



## BASEMENT / PARKING

SCALE: 3/16"=1'-0"

For long-term bicycle parking:

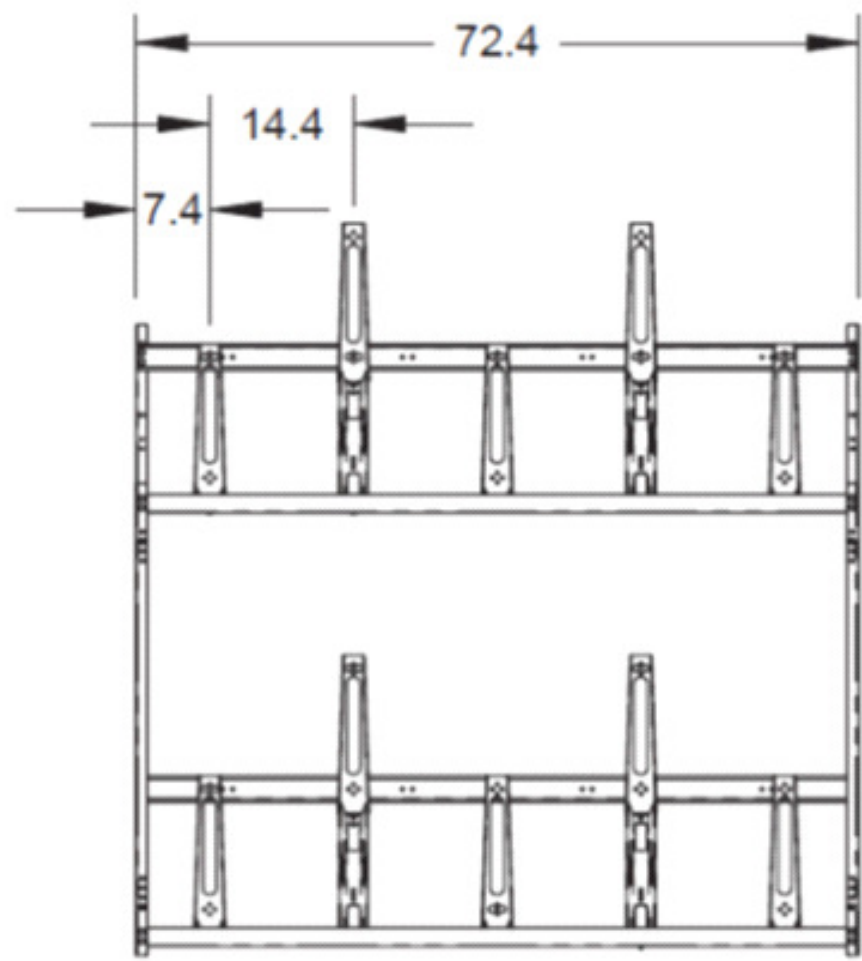
- Shall be secured from the general public, roofed, and enclosed on all sides to protect bicycle from inclement weather
- Bicycle parking stall shall provide a means of securing the bicycle frame at two points to a securely anchored rack, except in the case of lockers and commercially operated attended bicycle parking
- Individual racks installed side by side to one another within bicycle rooms or bicycle cages that allow bicycles to be locked to either side of the rack shall be spaced a minimum of 30 inches on center
- Racks installed parallel to walls shall be a minimum of 30 inches from the wall
- Triangular lockers with varying widths shall have an opening at least 2 feet wide.
- Spaces arranged in a vertically staggered layout that permits bicycles to be placed in and removed from each individual space without interference from bicycles in adjoining spaces shall be spaced a minimum of 16 inches on center
- When more than 20 long-term bicycle parking spaces are provided, a, workspace of 100 square feet shall be provided adjacent to the long-term bicycle parking to allow bicyclists to maintain their bicycles
- Must be provided onsite only
- Shall not be located in the public right-of-way
- Shall be provided either on the ground floor within 100 feet of the major entrance to the lobby, in the offstreet automobile parking area, or one level above or below the ground floor within 100 feet of the building entrance on that story.
- When located inside a parking garage, it shall be located no more than 200 feet from a pedestrian entrance to the main building and located so as to provide reasonably convenient access to the nearest walkway, ramp or elevator providing access to the building.
- When located inside a parking garage, it shall be located within the space available on the building's pedestrian entry level.
- Provide personal lockers for non-residential uses as required by LAMC Section 91.6307
- Residential long-term bicycle parking provided on the residential floors shall be equal to or greater than 50 percent of the number of dwelling units on the same floor per LAMC Section 12.21A16(e)(2)(iv)(d).

GRAPHIC SCALE: 3/16" = 1'-0"

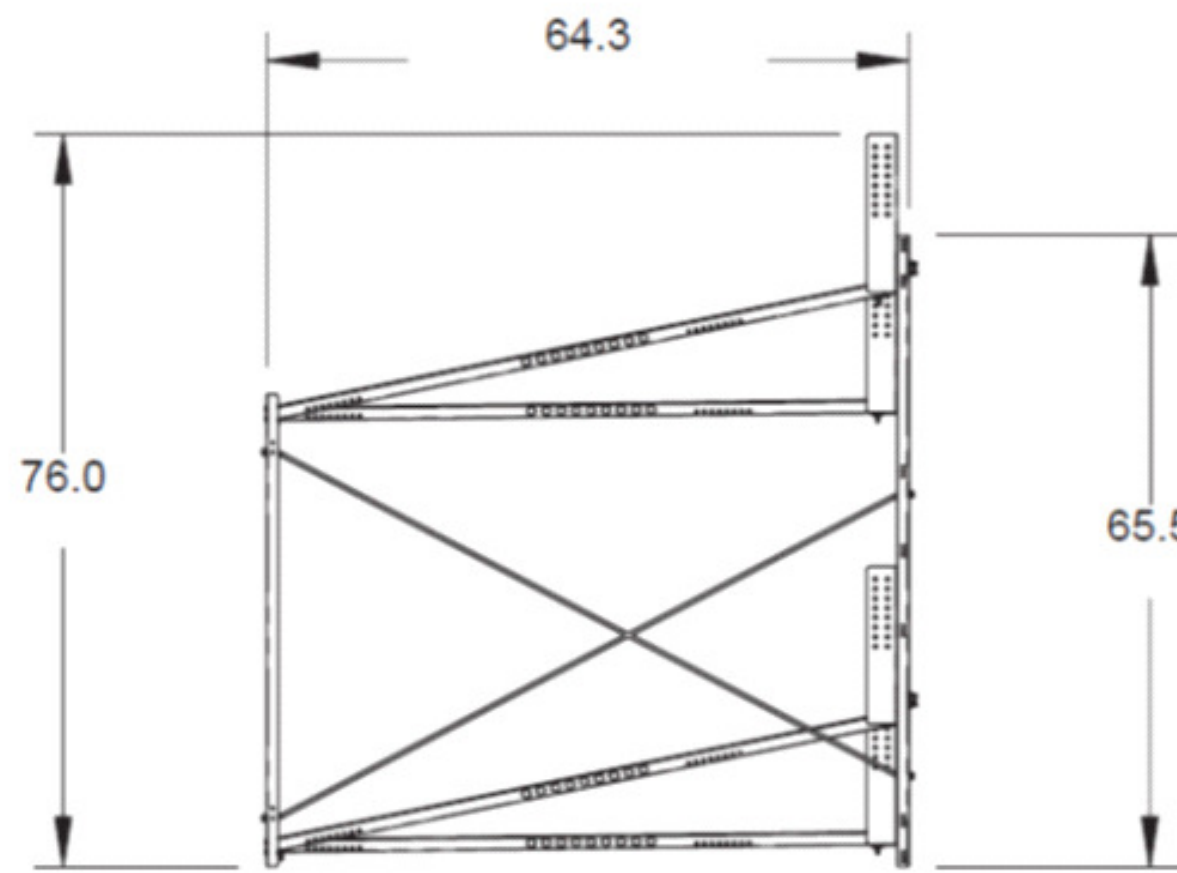
**EXHIBIT "A"**

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Front View



Side View

DOUBLE BICYCLE RACK  
DETAIL 2



### SECTION 12.21.A19

- (4) TO ENCOURAGE ACTIVE PARTICIPATION IN RECYCLING TO THE MAXIMUM EXTENT POSSIBLE, EACH PROPERTY OWNER, MANAGER, OR LESSEE SHALL INFORM ALL TENANTS AND/OR EMPLOYEES LIVING OR WORKING ON THE PROPERTY OF THE AVAILABILITY AND LOCATION OF THE RECYCLING AREA(S) OR ROOM(S). THE TYPES OF MATERIALS THAT ARE COLLECTED FOR RECYCLING, THAT THE RECYCLING COLLECTION FACILITIES ARE LOCATED ON THE PROPERTY PURSUANT TO STATE LAW REQUIRING THE DIVERSION OF A SUBSTANTIAL PORTION OF SOLID WASTE;
- (5) EACH PROPERTY OWNER OR LESSEE SHALL CONTRACT WITH A RECYCLER OR HAULER FOR THE PICK-UP OF RECYCLABLE MATERIALS, SEPARATE FROM TRASH COLLECTION, WHEN RECEPTACLES ARE FULL OR EVERY WEEK, WHICHEVER OCCURS FIRST;
- (6) NO TOXIC OR HAZARDOUS MATERIAL SHALL BE STORED IN RECYCLING AREAS OR ROOMS RECYCLING OR RECEPTACLES;
- (7) ALL RECYCLABLE MATERIALS SHALL BE PLACED OR STORED IN RECYCLING RECEPTACLES. PAPER PRODUCTS AND OTHER LIGHTWEIGHT MATERIALS SHALL BE IMMEDIATELY PLACED INTO COVERED RECYCLING RECEPTACLES WHEN THEY ARE DROPPED OFF;
- (8) ON A DAILY BASIS THE RECYCLING AREA OR ROOM SHALL BE KEPT FREE OF LITTER, DEBRIS, SPILLAGE, BUGS, RODENTS, ODORS, AND OTHER SIMILAR UNDESIRABLE HAZARDS;
- (9) THE RECYCLING AREA OR ROOM SHALL BE CLEARLY IDENTIFIED BY ONE OR MORE SIGNS DESIGNATING IT FOR RECYCLING COLLECTION AND LOADING;
- (10) THE RECYCLING AREA OR ROOM SHALL BE AVAILABLE FOR USE BY PERSONS RESIDING OR EMPLOYED ON THE PROPERTY, BUT SHALL BE KEPT SECURED FROM UNAUTHORIZED ENTRY BY THE GENERAL PUBLIC;
- (11) RECYCLING AREAS OR ROOMS SHALL NOT DIMINISH THE REQUIRED NUMBER OF PARKING SPACES OR IMPAIR TRAFFIC FLOW;
- (12) RECYCLING AREAS OR ROOMS SHALL BE PLACED ALONGSIDE OF TRASH AREAS OR ROOMS WHEREVER POSSIBLE AND SHALL COMPLY WITH THE FOLLOWING:
- (1) RECYCLING ROOMS SHALL COMPLY WITH SECTION 91.6102 OF THIS CODE AND MUST BE EQUIPPED WITH AN AUTOMATIC SPRINKLER SYSTEM PURSUANT TO SECTION 57.304.2.2 OF THIS CODE.

- (SD) HARD WIRED SMOKE DETECTORS
- (S) BATHROOM FAN W/5 AIR CHANGE PER HOUR (MIN. 50CFM) CONNECTED DIRECTLY TO OUTSIDE ENERGY STAR /CONDUCTED TO TERMINATE TO THE OUTSIDE OF THE BUILDING. FANS, NOT FUNCTIONING AS A COMPONENT OF A WHOLE HOUSE VENTILATION SYSTEM, MUST BE CONTROLLED BY A HUMIDITY CONTROL.
- (CM) AN APPROVED CARBON MONOXIDE ALARM SHALL BE INSTALLED IN DWELLING UNITS AND IN SLEEPING UNITS WITHIN WAHICH FUEL-BURNING APPLIANCES ARE INSTALLED AND IN DWELLING UNITS THAT HAVE ATTACHED GARAGES. CARBON MONOXIDE ALARM SHALL BE PROVIDED OUTSIDE OF EACH SEPARATE DWELLING UNIT SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOM(S) AND ON EVERY LEVEL OF A DWELLING UNIT INCLUDING BASEMENTS.(R315)

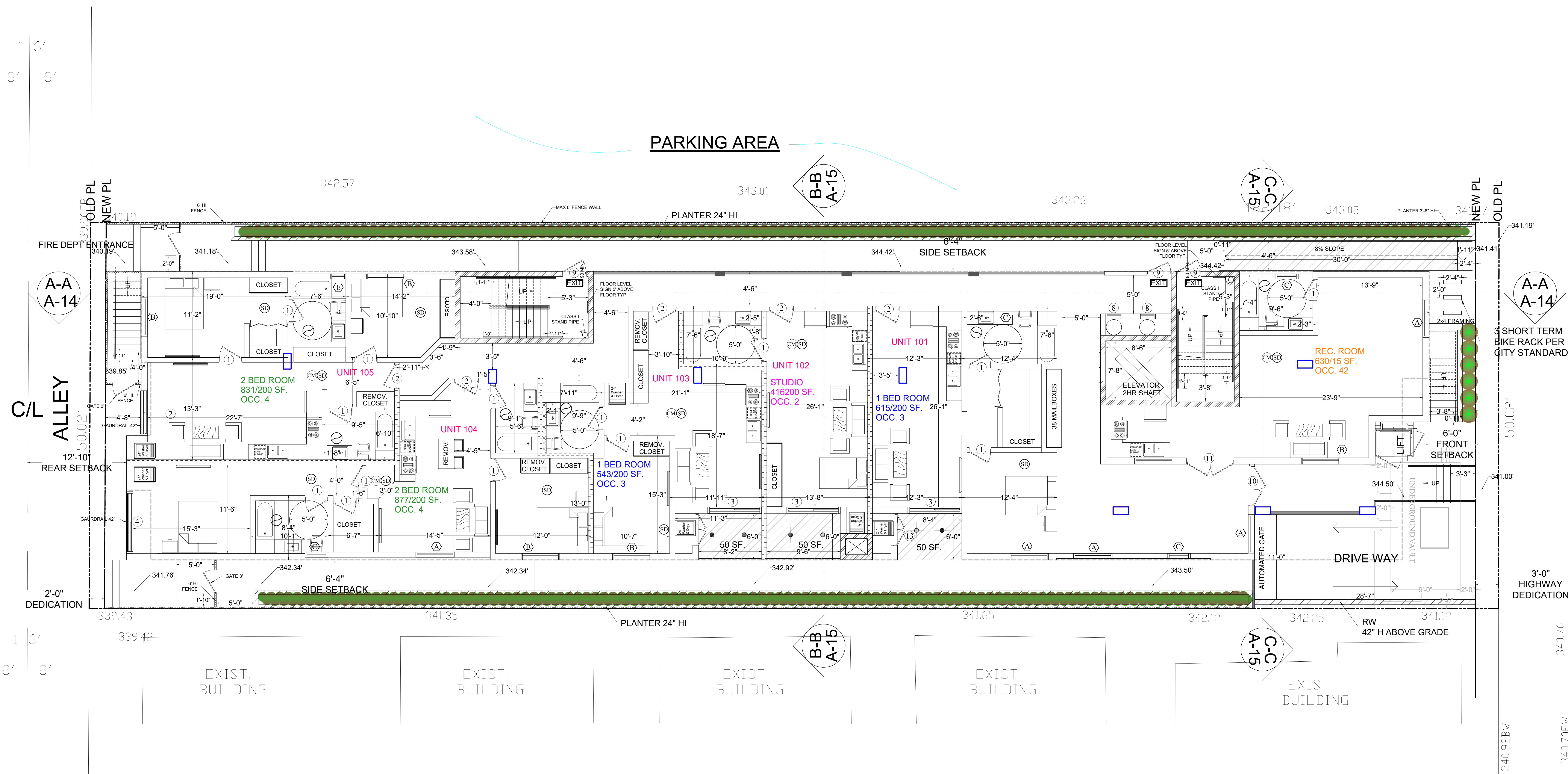
CARBON MONOXIDE SHALL BE INSTALLED OUTSIDE BEDROOMS.TYPICAL ON ALL UNITS. ON ALL FLOOR

## LEGEND

- RETAINING WALL
- SEPARATION WALL
- 2-HR WALL
- 1-HR WALL
- 3-HR WALL
- RAILING
- PLUMBING 2" X6" WALL
- CONCRETE BLOCK WALL
- SOUND RATED WALLS
- FIN. FLOOR LINE ELEVATION
- EXIT SIGN
- OPEN SPACE

- 2  
A-20
- 1  
A-20
- 15  
A-20
- 4  
A-20

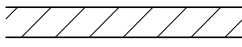
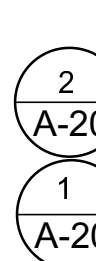

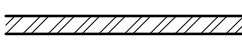
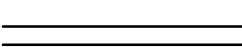
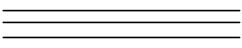

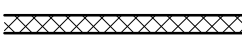
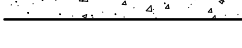
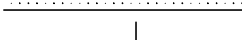







FIRST FLOOR	
APARTMENT	NUMBER
2 BEDROOMS	2
1 BEDROOMS	2
STUDIO	1

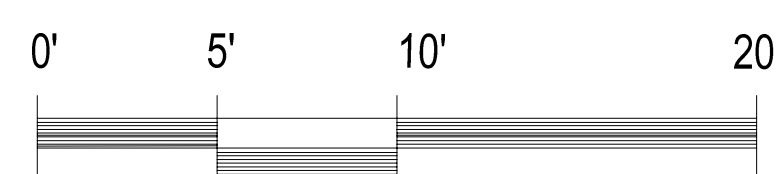
**EXHIBIT "A"**  
Page No. 8 of 24  
Case No. DIR-2022-310-TOC-VHCA

## LEGEND

- |   |                           |   |
|---|---------------------------|---|
|  | RETAINING WALL            |  |
|  | SEPARATION WALL           |   |
|  | 2-HR WALL                 |   |
|  | 1-HR WALL                 |   |
|  | 3-HR WALL                 |   |
|  | RAILING                   |   |
|  | PLUMBING 2" X 6" WALL     |   |
|  | CONCRETE BLOCK WALL       |   |
|  | SOUND RATED WALLS         |   |
|  | FIN. FLOOR LINE ELEVATION |   |
|  | EXIT SIGN                 |   |
|  | OPEN SPACE                |   |

## FIRST FLOOR

SCALE: 3/16"=1'-0"



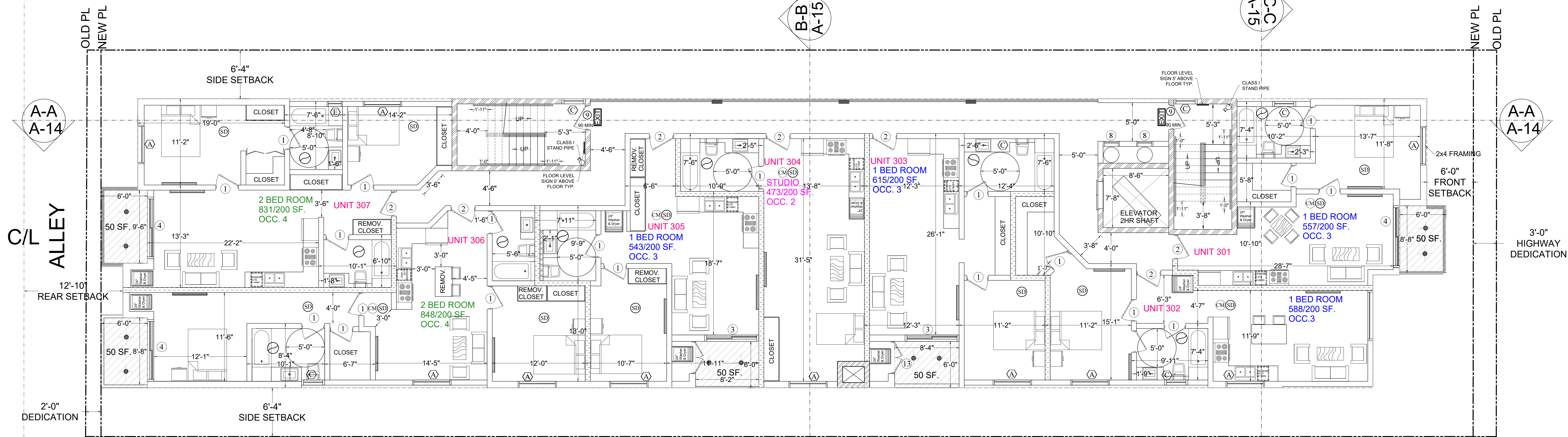
GRAPHIC SCALE: 3/16" = 1'-0"

- (SD) HARD WIRED SMOKE DETECTORS
- (C) BATHROOM FAN W/5 AIR CHANGE PER HOUR (MIN. 50CFM) CONNECTED DIRECTLY TO OUTSIDE ENERGY STAR/CONDUCTED TO TERMINATE TO THE OUTSIDE OF THE BUILDING. FANS, NOT FUNCTIONING AS A COMPONENT OF A WHOLE HOUSE VENTILATION SYSTEM, MUST BE CONTROLLED BY A HUMIDITY CONTROL.
- (CM) AN APPROVED CARBON MONOXIDE ALARM SHALL BE INSTALLED IN DWELLING UNITS AND IN SLEEPING UNITS WITHIN WAHICH FUEL-BURNING APPLIANCES ARE INSTALLED AND IN DWELLING UNITS THAT HAVE ATTACHED GARAGES. CARBON MONOXIDE ALARM SHALL BE PROVIDED OUTSIDE OF EACH SEPARATE DWELLING UNIT SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOM(S) AND ON EVERY LEVEL OF A DWELLING UNIT INCLUDING BASEMENTS. (R315)
- CARBON MONOXIDE SHALL BE INSTALLED OUTSIDE BEDROOMS, TYPICAL ON ALL UNITS. ON ALL FLOOR



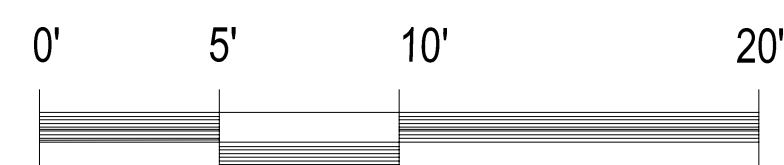






## 3RD FLOOR

SCALE: 3/16"=1'-0"



GRAPHIC SCALE: 3/16" = 1'-0"

THIRD FLOOR	
APARTMENT	NUMBER
2 BEDROOMS	2
1 BEDROOMS	4
STUDIO	1

**EXHIBIT "A"**  
Page No. 10 of 24  
Case No. DIR-2022-310-TOC-VHCA

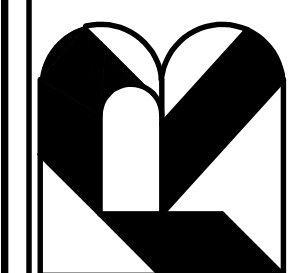
## LEGEND

- (SD) HARD WIRED SMOKE DETECTORS
- (S) BATHROOM FAN W/5 AIR CHANGE PER HOUR (MIN. 50CFM) CONNECTED DIRECTLY TO OUTSIDE ENERGY STAR/CONDUCTED TO TERMINATE TO THE OUTSIDE OF THE BUILDING. FANS, NOT FUNCTIONING AS A COMPONENT OF A WHOLE HOUSE VENTILATION SYSTEM, MUST BE CONTROLLED BY A HUMIDITY CONTROL.
- (CM) AN APPROVED CARBON MONOXIDE ALARM SHALL BE INSTALLED IN DWELLING UNITS AND IN SLEEPING UNITS WITHIN WHICH FUEL-BURNING APPLIANCES ARE INSTALLED AND IN DWELLING UNITS THAT HAVE ATTACHED GARAGES. CARBON MONOXIDE ALARM SHALL BE PROVIDED OUTSIDE OF EACH SEPARATE DWELLING UNIT SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOM(S) AND ON EVERY LEVEL OF A DWELLING UNIT INCLUDING BASEMENTS. (R315)  
CARBON MONOXIDE SHALL BE INSTALLED OUTSIDE BEDROOMS. TYPICAL ON ALL UNITS. ON ALL FLOOR

- RETAINING WALL
- SEPARATION WALL
- 2-HR WALL
- 1-HR WALL
- 3-HR WALL
- RAILING
- PLUMBING 2" X6" WALL
- CONCRETE BLOCK WALL
- SOUND RATED WALLS
- FIN. FLOOR LINE ELEVATION
- EXIT SIGN
- OPEN SPACE
- 2  
A-20
- 1  
A-20
- 15  
A-20
- 4  
A-20

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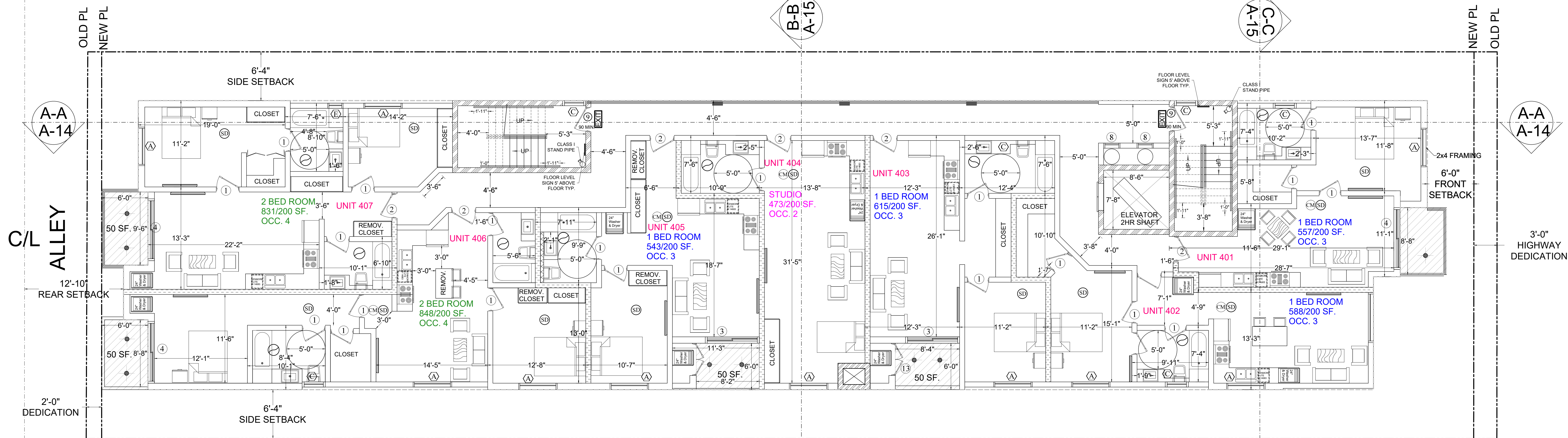

**BAHRAM RAEEN**  
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LOS ANGELES, CA 90025



38 UNITS APARTMENT  
425 S UNION AVE.,  
LOS ANGELES, CA 90004

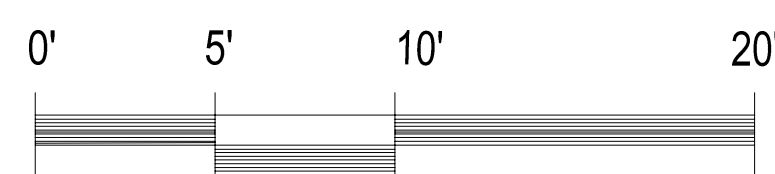
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Sheet: **A-5**





# 4TH FLOOR

SCALE: 3/16"=1'-0"



GRAPHIC SCALE: 3/16" = 1'-0"

FORTH FLOOR	
APARTMENT	NUMBER
2 BEDROOMS	2
1 BEDROOMS	4
STUDIO	1

**EXHIBIT "A"**  
Page No. 11 of 24  
Case No. DIR-2022-310-TOC-VHCA

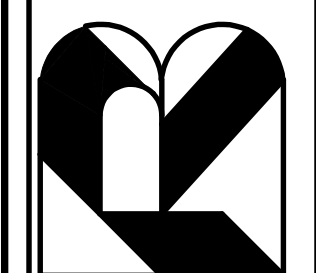
## LEGEND

	RETAINING WALL	
	SEPARATION WALL	
	2-HR WALL	
	1-HR WALL	
	3-HR WALL	
	RAILING	
	PLUMBING 2" X 6" WALL	
	CONCRETE BLOCK WALL	
	SOUND RATED WALLS	
	FIN. FLOOR LINE ELEVATION	
	EXIT SIGN	
	OPEN SPACE	

- HARD WIRED SMOKE DETECTORS
- BATHROOM FAN W/5 AIR CHANGE PER HOUR (MIN. 50CFM) CONNECTED DIRECTLY TO OUTSIDE ENERGY STAR/CONDUCTED TO TERMINATE TO THE OUTSIDE OF THE BUILDING. FANS, NOT FUNCTIONING AS A COMPONENT OF A WHOLE HOUSE VENTILATION SYSTEM, MUST BE CONTROLLED BY A HUMIDITY CONTROL.
- AN APPROVED CARBON MONOXIDE ALARM SHALL BE INSTALLED IN DWELLING UNITS AND IN SLEEPING UNITS WITHIN WAHICH FUEL-BURNING APLLICANCES ARE INSTALLED AND IN DWELLING UNITS THAT HAVE ATTACHED GARAGES. CARBON MONOXIDE ALARM SHALL BE PROVIDED OUTSIDE OF EACH SEPARATE DWELLING UNIT SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOM(S) AND ON EVERY LEVEL OF A DWELLING UNIT INCLUDING BASEMENTS. (R315) CARBON MONOXIDE SHALL BE INSTALLED OUTSIDE BEDROOMS. TYPICAL ON ALL UNITS. ON ALL FLOOR

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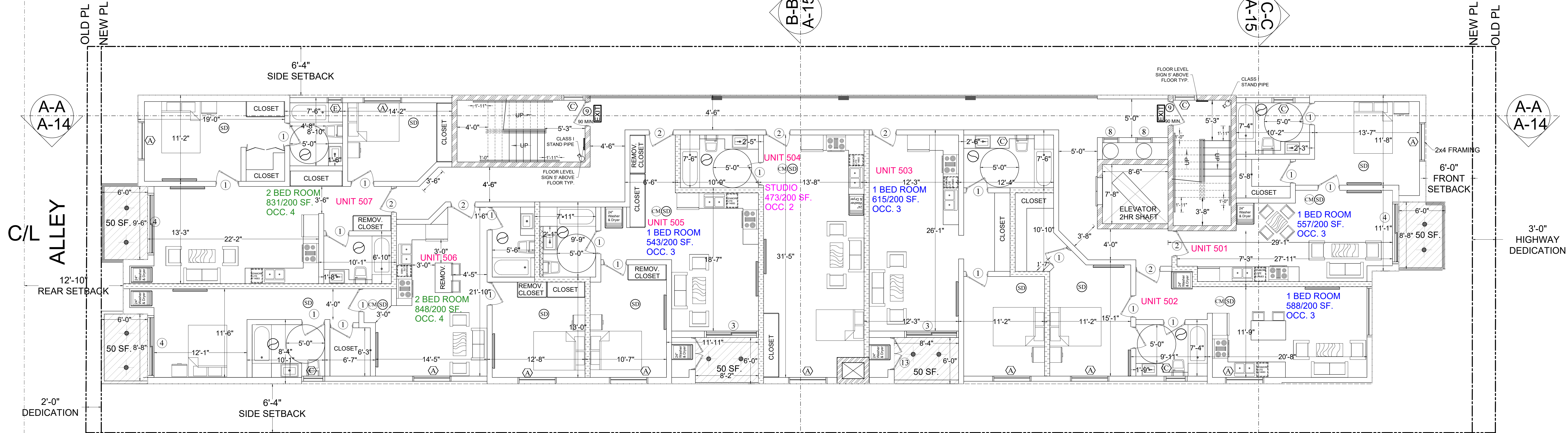

**BAHRAM RAEEN**  
CONSULTANT ENGINEER, INC.,  
11040 SANTA MONICA BLVD, SUITE 326,  
LOS ANGELES, CA 90025



38 UNITS APARTMENT  
425 S UNION AVE.,  
LOS ANGELES , CA 90004

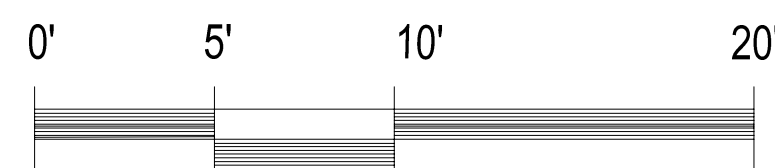
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Job:   
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## 5TH FLOOR

SCALE: 3/16"=1'-0"



GRAPHIC SCALE: 3/16" = 1'-0"

FIFTH FLOOR	
APARTMENT	NUMBER
2 BEDROOMS	2
1 BEDROOMS	4
STUDIO	1

**EXHIBIT "A"**  
Page No. 12 of 24  
Case No. DIR-2022-310-TOC-VHCA

## LEGEND

- (SD) HARD WIRED SMOKE DETECTORS
- (B) BATHROOM FAN W/5 AIR CHANGE PER HOUR (MIN. 50CFM) CONNECTED DIRECTLY TO OUTSIDE ENERGY STAR/CONDUCTED TO TERMINATE TO THE OUTSIDE OF THE BUILDING. FANS, NOT FUNCTIONING AS A COMPONENT OF A WHOLE HOUSE VENTILATION SYSTEM, MUST BE CONTROLLED BY A HUMIDITY CONTROL.
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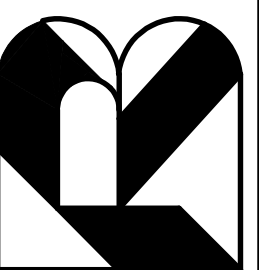
- RETAINING WALL
- SEPARATION WALL
- 2-HR WALL
- 1-HR WALL
- 3-HR WALL
- RAILING
- PLUMBING 2" X6" WALL
- CONCRETE BLOCK WALL
- SOUND RATED WALLS
- FIN. FLOOR LINE ELEVATION
- EXIT SIGN
- OPEN SPACE
- 2 A-20
- 1 A-20
- 15 A-20
- 4 A-20

REVISIONS BY


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TEL: (310) 826-2646  
FAX: (310) 202-7444  
email: brenen@aol.com

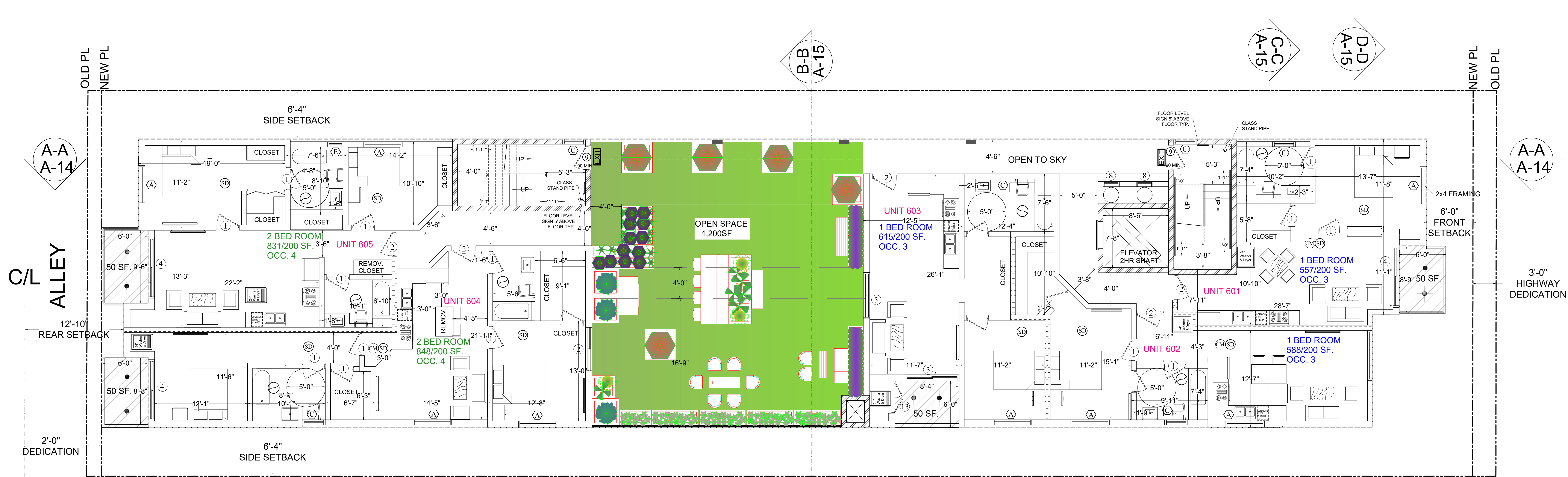
**BAHRAM RAEEN**  
CONSULTANT ENGINEER, INC.,  
11040 SANTA MONICA BLVD. SUITE 326,  
LOS ANGELES, CA 90025



38 UNITS APARTMENT  
425 S UNION AVE.,  
LOS ANGELES, CA 90004

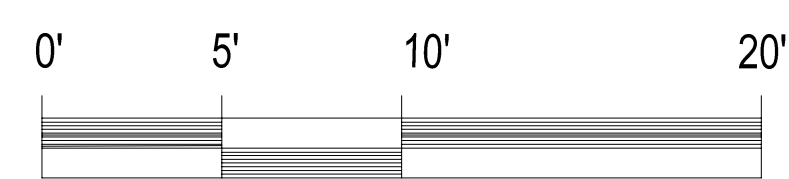
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Of \_\_\_\_\_ Sheets





## SIXTH FLOOR

SCALE: 3/16"=1'-0"



GRAPHIC SCALE: 3/16" = 1'-0"

SIXTH FLOOR	
APARTMENT	NUMBER
2 BEDROOMS	2
1 BEDROOMS	3
STUDIO	0

**EXHIBIT "A"**  
Page No. 13 of 24  
Case No. DIR-2022-310-TOC-VHCA

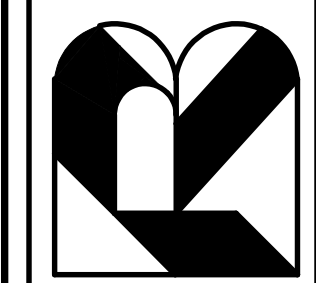
- (SD) HARD WIRED SMOKE DETECTORS
- (B) BATHROOM FAN W/5 AIR CHANGE PER HOUR (MIN. 50CFM) CONNECTED DIRECTLY TO OUTSIDE ENERGY STAR/CONDUCTED TO TERMINATE TO THE OUTSIDE OF THE BUILDING. FANS, NOT FUNCTIONING AS A COMPONENT OF A WHOLE HOUSE VENTILATION SYSTEM, MUST BE CONTROLLED BY A HUMIDITY CONTROL.
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## LEGEND

	RETAINING WALL	
	SEPARATION WALL	
	2-HR WALL	
	1-HR WALL	
	3-HR WALL	
	RAILING	
	PLUMBING 2" X6" WALL	
	CONCRETE BLOCK WALL	
	SOUND RATED WALLS	
	FIN. FLOOR LINE ELEVATION	
	EXIT SIGN	
	OPEN SPACE	

REVISIONS BY


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FAX: (310) 202-7444  
email: brraeen@aol.com



38 UNITS APARTMENT  
425 S UNION AVE.,  
LOS ANGELES, CA 90004

Date: \_\_\_\_\_  
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Of \_\_\_\_\_ Sheets



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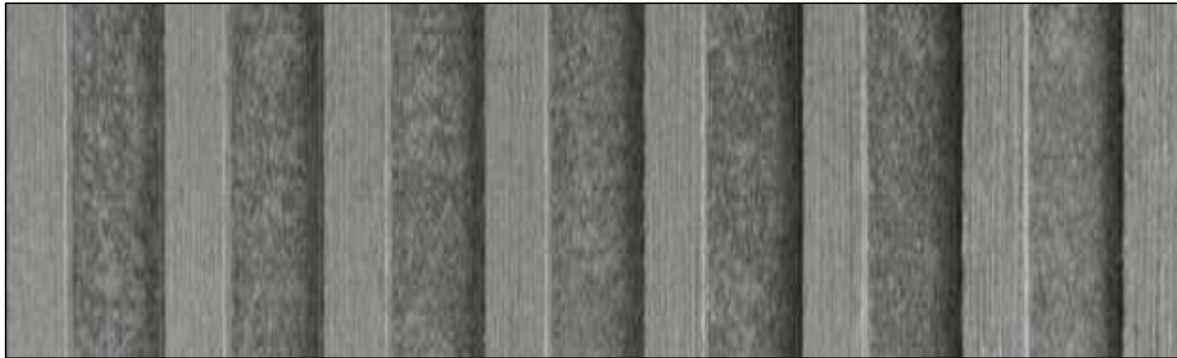


PROVIDE ANTI-GRAFFITI FINISH AT THE FIRST 9 FEET, MEASURED FROM GRADE, AT EXTERIOR WALLS AND DOORS.(6306)

INTERIOR FINISH MATERIALS APPLIED TO WALL AND CEILINGS SHALL BE TESTED AS SPECIFIED IN SECTION 803.

FIRE SEPARATION DISTANCE	FLOOR	WINDOW SQFT PER FLOOR	WALL SQFT	PERCENTAGE	ALLOWABLE AREA
30 OR GREATER	1ST	33'+46'+33' =112' SF.	37.41' x 10.6' = 396.50 SF.	28%	NO LIMIT
30 OR GREATER	2ND	33'+82'+60' =175' SF.	37.41' x 10.6' = 396.50 SF.	44%	NO LIMIT
30 OR GREATER	3RD	33'+82'+60' =175' SF.	37.41' x 10.6' = 396.50 SF.	44%	NO LIMIT
30 OR GREATER	4TH	33'+82'+60' =175' SF.	37.41' x 10.6' = 396.50 SF.	44%	NO LIMIT
30 OR GREATER	5TH	33'+82'+60' =175' SF.	37.41' x 10.6' = 396.50 SF.	44%	NO LIMIT
30 OR GREATER	6TH	33'+64'+60' =157' SF.	37.41' x 10.6' = 396.50 SF.	39%	NO LIMIT

UNPROTECTED, SPRINKLERED



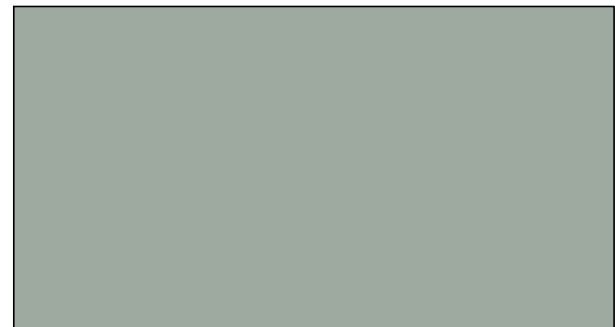
EQUITONE [LINEA] PEBBLE [LT20]



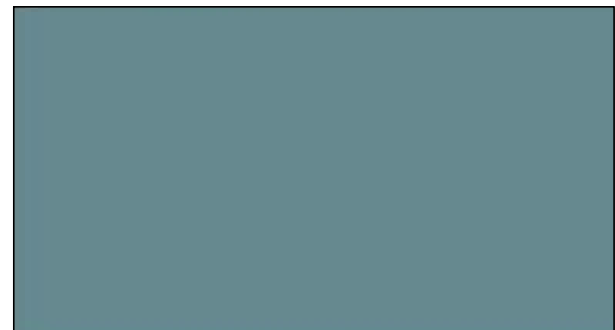
FOREST GREENSHEET METAL ROOFING



LA HABRA STUCCO [CRYSTAL WHITE 50]



LA HABRA STUCCO [WATERS EDGE 3029L]

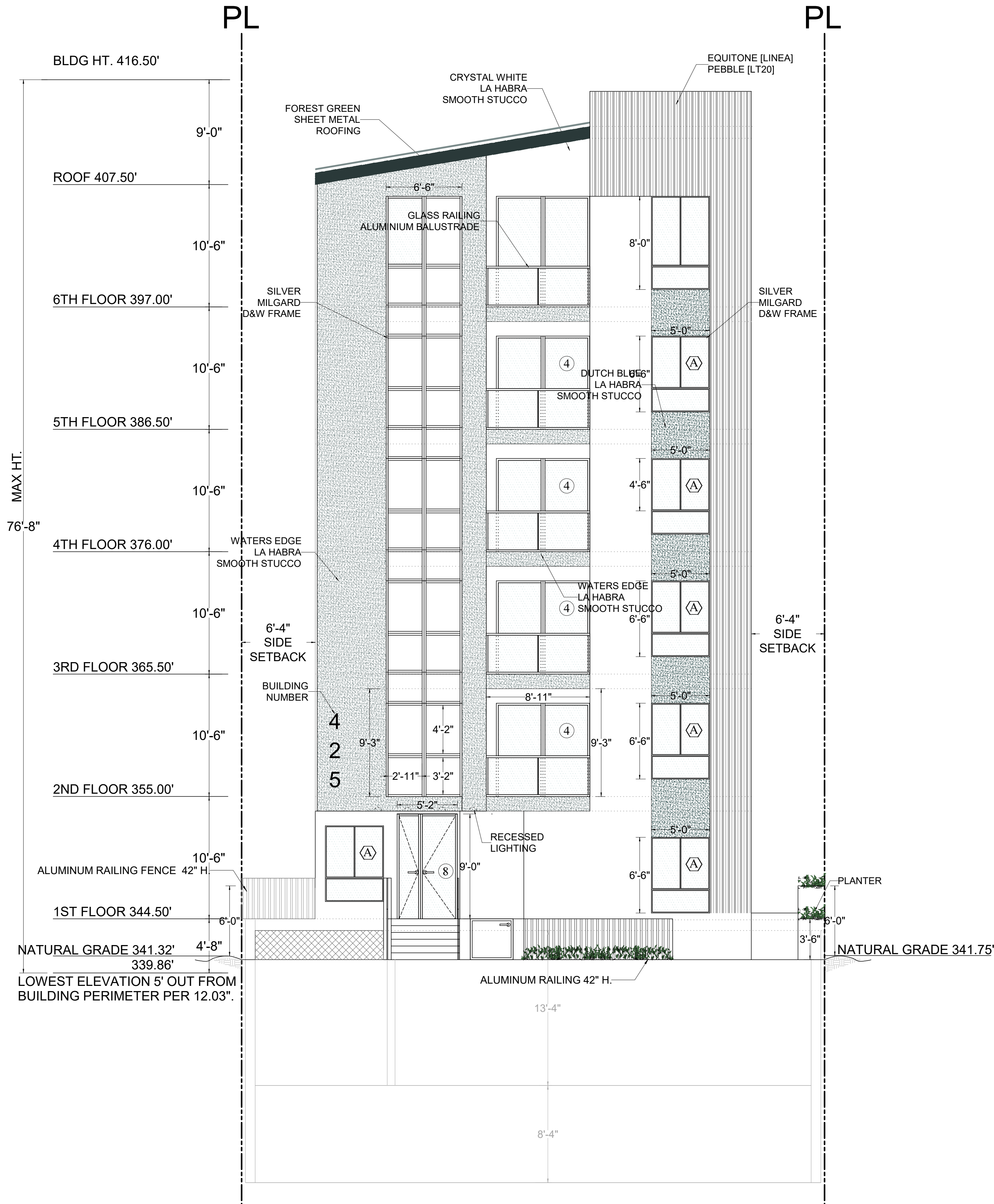


LA HABRA STUCCO [DUTCH BLUE 3042L]



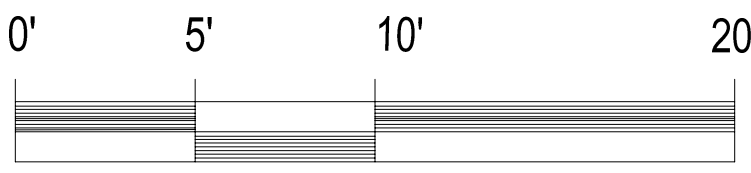
ALUMINUM RAILING FENCE 42" H.

EXHIBIT "A"  
Page No. 15 of 24  
Case No. DIR-2022-310-TOC-VHCA



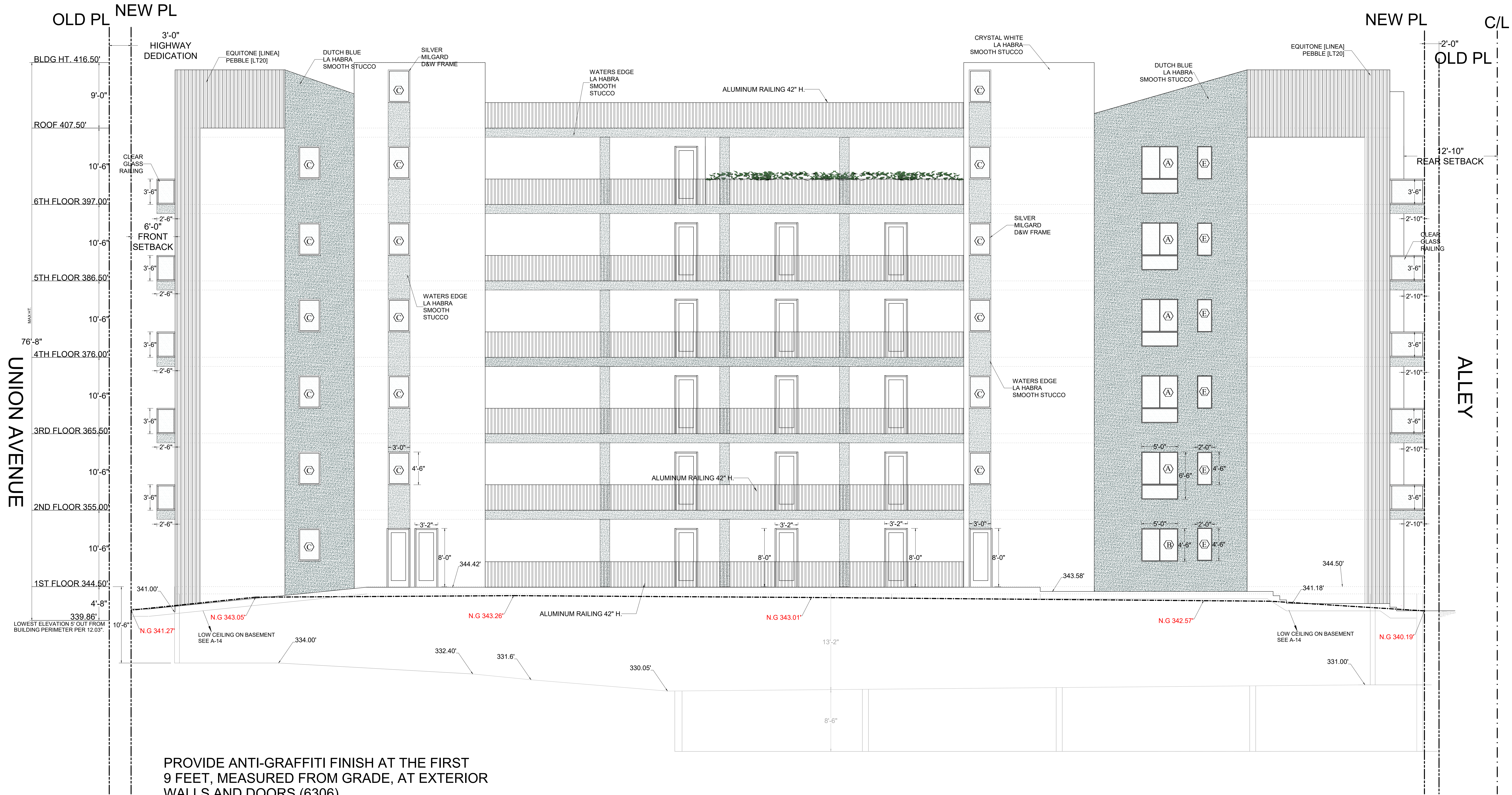
EAST ELEVATION

SCALE: 3/16"=1'-0"



GRAPHIC SCALE: 3/16" = 1'-0"





PROVIDE ANTI-GRAFFITI FINISH AT THE FIRST 9 FEET, MEASURED FROM GRADE, AT EXTERIOR WALLS AND DOORS.(6306)

INTERIOR FINISH MATERIALS APPLIED TO WALL AND CEILINGS SHALL BE TESTED AS SPECIFIED IN SECTION 803.

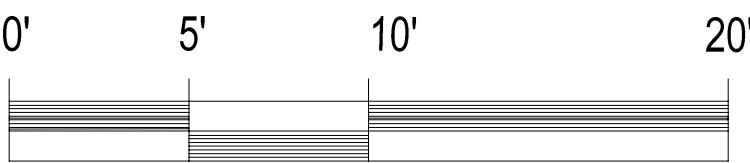
FIRE SEPARATION DISTANCE	FLOOR	WINDOW SQFT PER FLOOR	WALL SQFT	PERCENTAGE	ALLOWABLE AREA
5' TO LESS THAN 10'	1ST	13.8'+24+309+24+23+9.2=403SF.	166.91' x 10.6' = 1,769.24 SF.	22%	25%
5' TO LESS THAN 10'	2ND	(3x13.5')+298+33+9'=381 SF.	166.91' x 10.6' = 1,769.24 SF.	21%	25%
5' TO LESS THAN 10'	3RD	(3x13.5')+298+33+9'=381 SF.	166.91' x 10.6' = 1,769.24 SF.	21%	25%
5' TO LESS THAN 10'	4TH	(3x13.5')+298+33+9'=381 SF.	166.91' x 10.6' = 1,769.24 SF.	21%	25%
5' TO LESS THAN 10'	5TH	(3x13.5')+298+33+9'=381 SF.	166.91' x 10.6' = 1,769.24 SF.	21%	25%
5' TO LESS THAN 10'	6TH	(3x13.5')+298+33+9'=381 SF.	166.91' x 10.6' = 1,769.24 SF.	21%	25%

UNPROTECTED, SPRINKLERED

EXHIBIT "A"  
Page No. 16 of 24  
Case No. DIR-2022-310-TOC-VHCA

NORTH ELEVATION

SCALE: 3/16"=1'-0"



GRAPHIC SCALE: 3/16" = 1'-0"

REVISIONS

BY

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CONSULTANT ENGINEER, INC.,

11040 SANTA MONICA BLVD, SUITE 520,

LOS ANGELES, CA 90025

BAHRAM RAEEN

REGISTERED PROFESSIONAL ENGINEER

No. 37060

Exp. June 30, 2022

CIVIL

STATE OF CALIFORNIA

38 UNITS APARTMENT

425 S UNION AVE.,

LOS ANGELES, CA 90004

Date:

Scale:

Drawn:

Job:

Sheet:

A-11

Of Sheets

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TEL: (310) 826-2646

FAX: (310) 202-7444

email: brraeen@aol.com



INTERIOR FINISH MATERIALS APPLIED TO WALL  
AND CEILINGS SHALL BE TESTED AS SPECIFIED  
IN SECTION 803.

FIRE SEPARATION DISTANCE	FLOOR	WINDOW SQFT PER FLOOR	WALL SQFT	PERCENTAGE	ALLOWABLE AREA
15' TO LESS THAN 20'	1ST	23+48+64 =135 SF.	37.41' x 10.6' = 396.50 SF.	34%	75%
15' TO LESS THAN 20'	2ND	33+91+54 =178 SF.	37.41' x 10.6' = 396.50 SF.	44%	75%
15' TO LESS THAN 20'	3RD	33+91+54 =178 SF.	37.41' x 10.6' = 396.50 SF.	44%	75%
15' TO LESS THAN 20'	4TH	33+91+54 =178 SF.	37.41' x 10.6' = 396.50 SF.	44%	75%
15' TO LESS THAN 20'	5TH	33+91+54 =178 SF.	37.41' x 10.6' = 396.50 SF.	44%	75%
15' TO LESS THAN 20'	6TH	33+64+64 =161 SF.	37.41' x 10.6' = 396.50 SF.	40%	75%



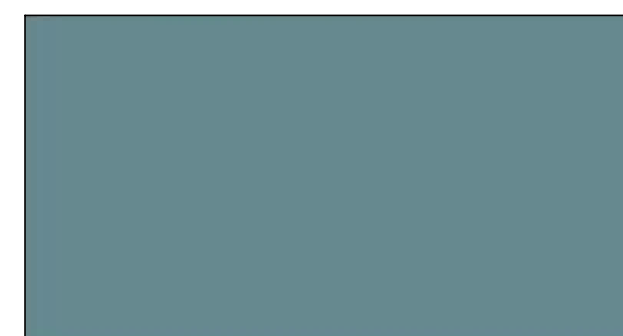
EQUITONE [LINEA] PEBBLE [LT20]



LA HABRA STUCCO [CRYSTAL WHITE 50]



LA HABRA STUCCO [WATERS EDGE 3029L]



LA HABRA STUCCO [DUTCH BLUE 3042L]

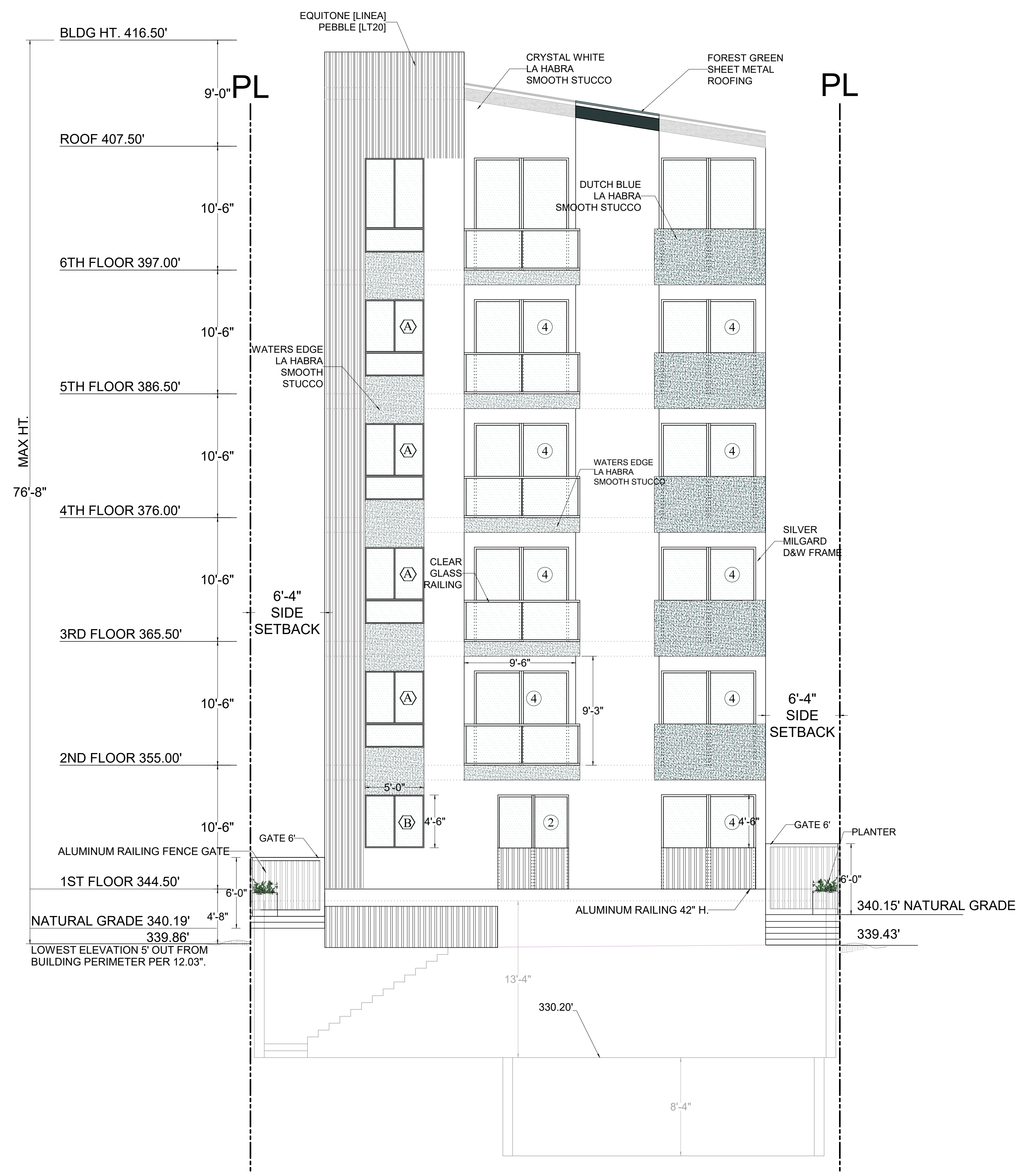


FOREST GREENSHEET METAL ROOFING

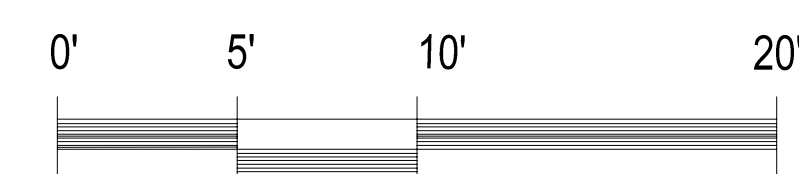


ALUMINUM RAILING FENCE 42" H.

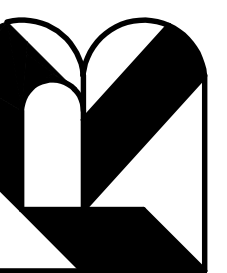
Page No. 17 of 24  
Case No. DIR-2022-310-TOC-VHCA



SCALE: 3/16"=1'-0"



GRAPHIC SCALE: 3/16" = 1'-0"

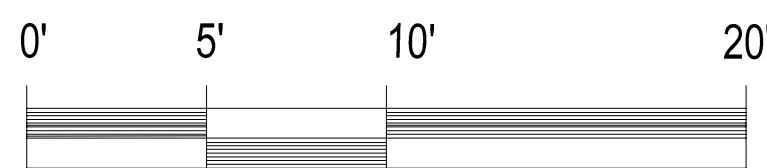






SOUTH ELEVATION

SCALE: 3/16"=1'-0"



GRAPHIC SCALE: 3/16" = 1'-0"

EXHIBIT "A"  
Page No. 18 of 24  
Case No. DIR-2022-310-TOC-VHCA

INTERIOR FINISH MATERIALS APPLIED TO WALL AND CEILINGS SHALL BE TESTED AS SPECIFIED IN SECTION 803.

FIRE SEPARATION DISTANCE	FLOOR	WINDOW SQFT PER FLOOR	WALL SQFT	PERCENTAGE	ALLOWABLE AREA
5' TO LESS THAN 10'	1ST	(2x13.8')+(3x23)+(2x27.6') 65'+76'+67'=359.8'SF.	143.66' x 10.6' = 1,522.79 SF.	23%	25%
5' TO LESS THAN 10'	2ND	(2x13.8')+(7x33') +65'+67'=390.6' SF.	166.33' x 10.6' = 1,763.09 SF.	22%	25%
5' TO LESS THAN 10'	3RD	(2x13.8')+(7x33') +65'+67'=390.6' SF.	166.33' x 10.6' = 1,763.09 SF.	22%	25%
5' TO LESS THAN 10'	4TH	(2x13.8')+(7x33') +65'+67'=390.6' SF.	166.33' x 10.6' = 1,763.09 SF.	22%	25%
5' TO LESS THAN 10'	5TH	(2x13.8')+(7x33') +65'+67'=390.6' SF.	166.33' x 10.6' = 1,763.09 SF.	22%	25%
5' TO LESS THAN 10'	6TH	(2x13.8')+(5x33') +67'=259.6' SF.	166.33' x 10.6' = 1,763.09 SF.	14%	25%

UNPROTECTED, SPRINKLERED

REVISIONS BY

BAHRAM RAEEN  
CONSULTANT ENGINEER, INC.,  
11040 SANTA MONICA BLVD SUITE 326,  
LOS ANGELES, CA 90025

38 UNITS APARTMENT  
425 S UNION AVE.,  
LOS ANGELES, CA 90004

DATE

SCALE

DRAWN

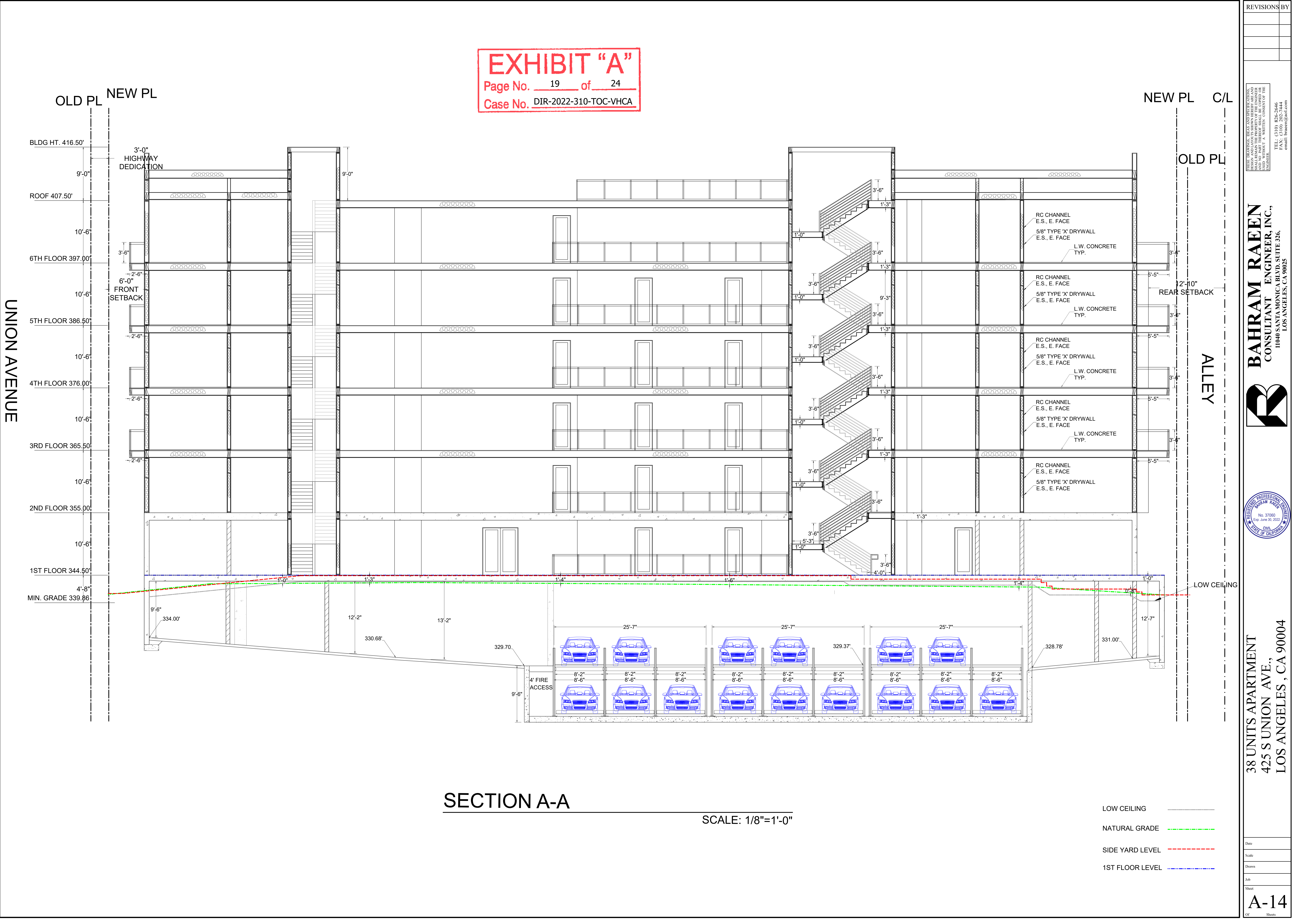
JOB

SHEET

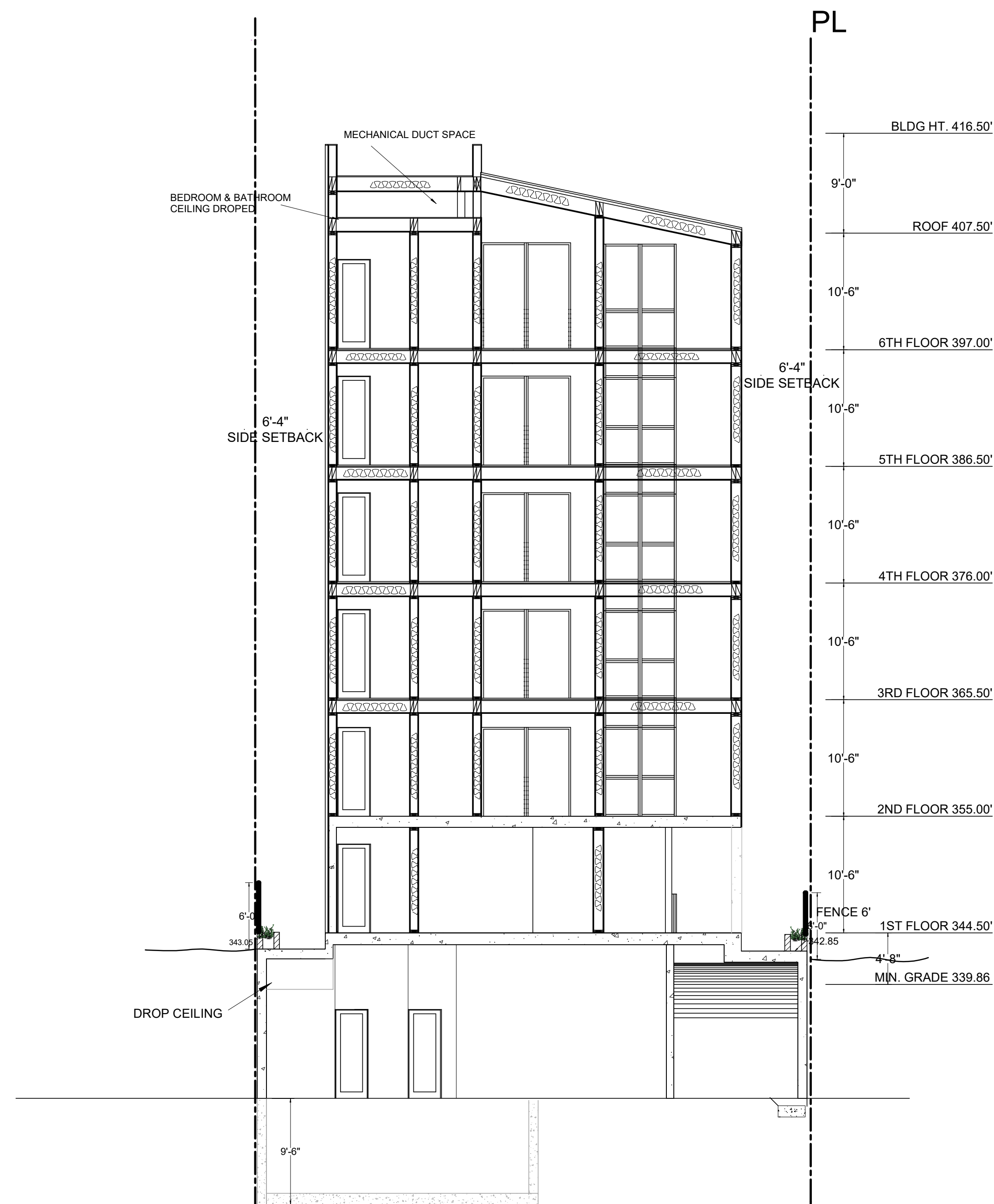
A-13

Of Sheets



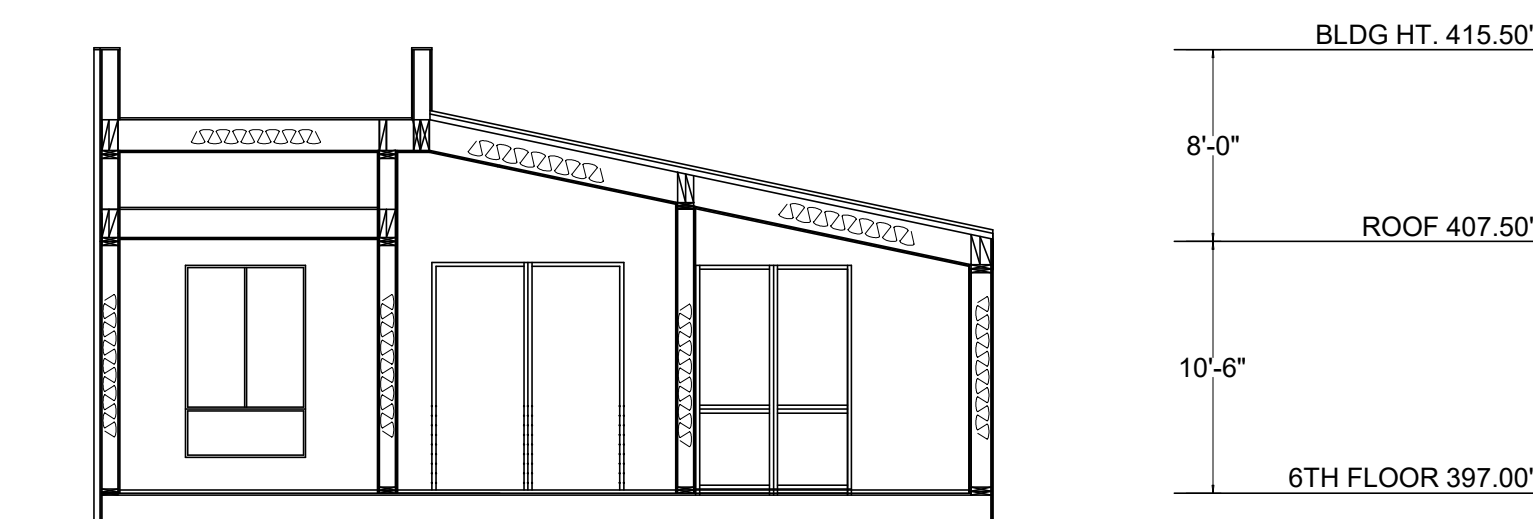






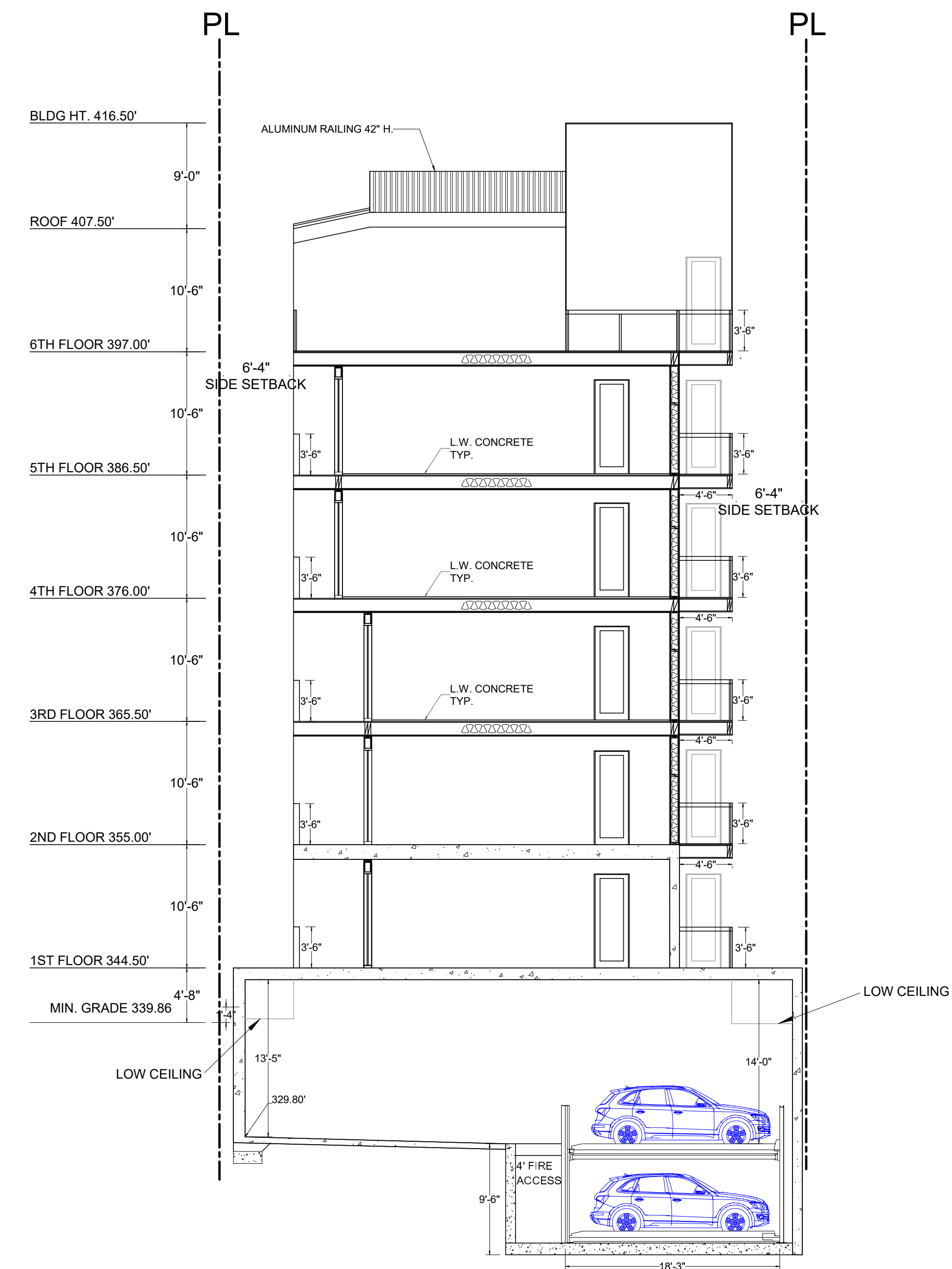
SECTION C-C

SCALE: 1/8"=1'-0"



SECTION D-D

SCALE: 1/8"=1'-0"



SECTION B-B

SCALE: 1/8"=1'-0"

**EXHIBIT "A"**  
 Page No. 20 of 24  
 Case No. DIR-2022-310-TOC-VHCA



DOOR SCHEDULE										
NO.	DOOR TYPE	DIMENSION			MATERIAL			FINISH	RATE	REMARKS
		WIDTH	HEIGHT	THICK	DOOR	FRAME	CORE			
①		2'-10"	8'-0"	1-3/8"	WOOD	WOOD	H.C.	PAINT		TH/S.C.
②		3'-0"	8'-0"	1-3/4"	WOOD	WOOD	H.C.	PAINT	20 MIN.	TH/S.C.
③		8'-0"	8'-0"	1-3/8"	GLASS	WOOD	H.C.	PAINT		SLIDING DOORS, TEMP.
④	RECYCLE ROOM	2X2'-6"	7'-6"	1-3/8"	METAL	METAL	S.C.	PAINT	1-1/2 HR	TH/S.C.
⑤	TRASH ROOM	2X3'-6"	7'-0"	1-3/4"	METAL	METAL	S.C.	PAINT	1-1/2 HR	TH/S.C.
⑥	ELEV. ROOM	3'-0"	7'-0"	1-3/4"	METAL	METAL	S.C.	PAINT	1-1/2 HR	TH/S.C.
⑦	TRASH SHUTE	1'-10"	7'-0"	1-3/4"	METAL	METAL	S.C.	PAINT	90 MIN.	TH/S.C.
⑧	ENTRANCE DOOR	3'-0"x2'-0"	9'-0"	1-3/4"	WOOD	WOOD	S.C.	PAINT	3/4-HR.	TH/S.C.
⑨	EXIT DOORS	3'-0"	8'-0"	1-3/4"	METAL	METAL	H.C.	PAINT	2HR	TH/S.C.
⑩		5'-0"	8'-0"	1-3/8"	GLASS	WOOD	H.C.	PAINT		SLIDING DOORS, TEMP.

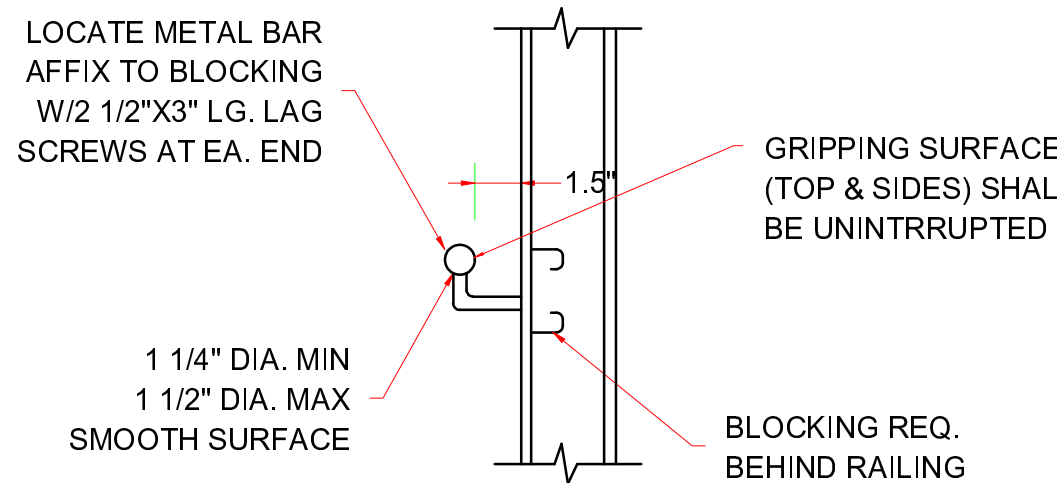
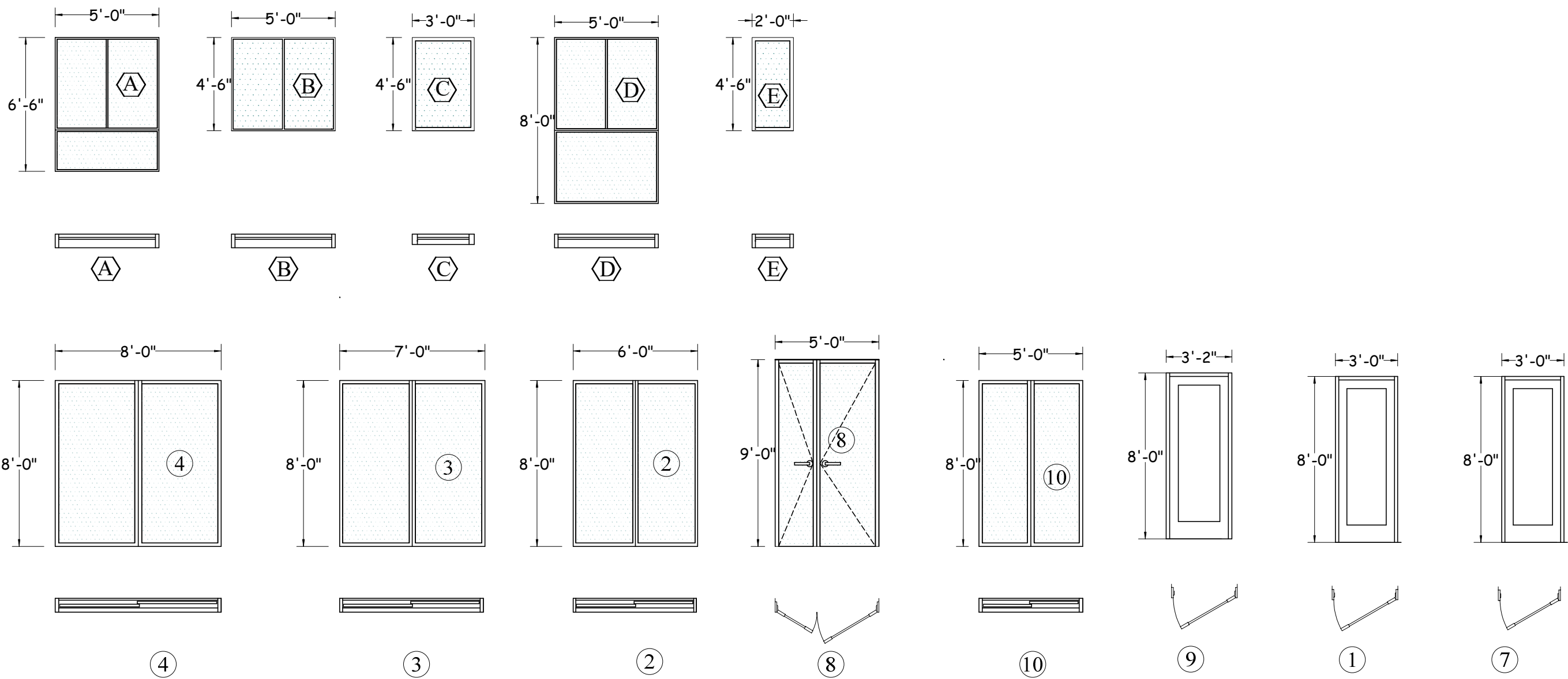
ALL OPENINGS TO BE PROTECTED IN ACCORDANCE TO SECTION 716. OPENINGS SHALL BE LIMITED TO THOSE NECESSARY FOR EXIT ACCESS TO THE ENCLOSURE FROM NORMALLY OCCUPACE AD FOR EGRESS FROM THE ENCLOSURE. (1022.4)

Wall R-value 21

Roof R value 38

Glazing: U-value 0.3 and SHGC=0.25

WINDOW SCHEDULE										
NO.	WIND. TYPE	DIMENSION			MATERIAL			FINISH	RATE	REMARKS
		WIDTH	HEIGHT	THICK	WIND.	FRAME	GLASS			
(A)		5'-0"	6'-6"		GLASS	ALUM.	DUAL/ GLAZE	WHITE		OPENABLE & FIX
(B)		5'-0"	4'-6"		GLASS	ALUM.	DUAL/ GLAZE	WHITE		OPENABLE
(C)		3'-0"	4'-6"		GLASS	ALUM.	DUAL/ GLAZE	WHITE		_____
(D)		8'-0"	4'-6"		GLASS	ALUM.	DUAL/ GLAZE	WHITE		OPENABLE
(E)		2'-0"	4'-6"		GLASS	ALUM.	DUAL/ GLAZE	WHITE		_____

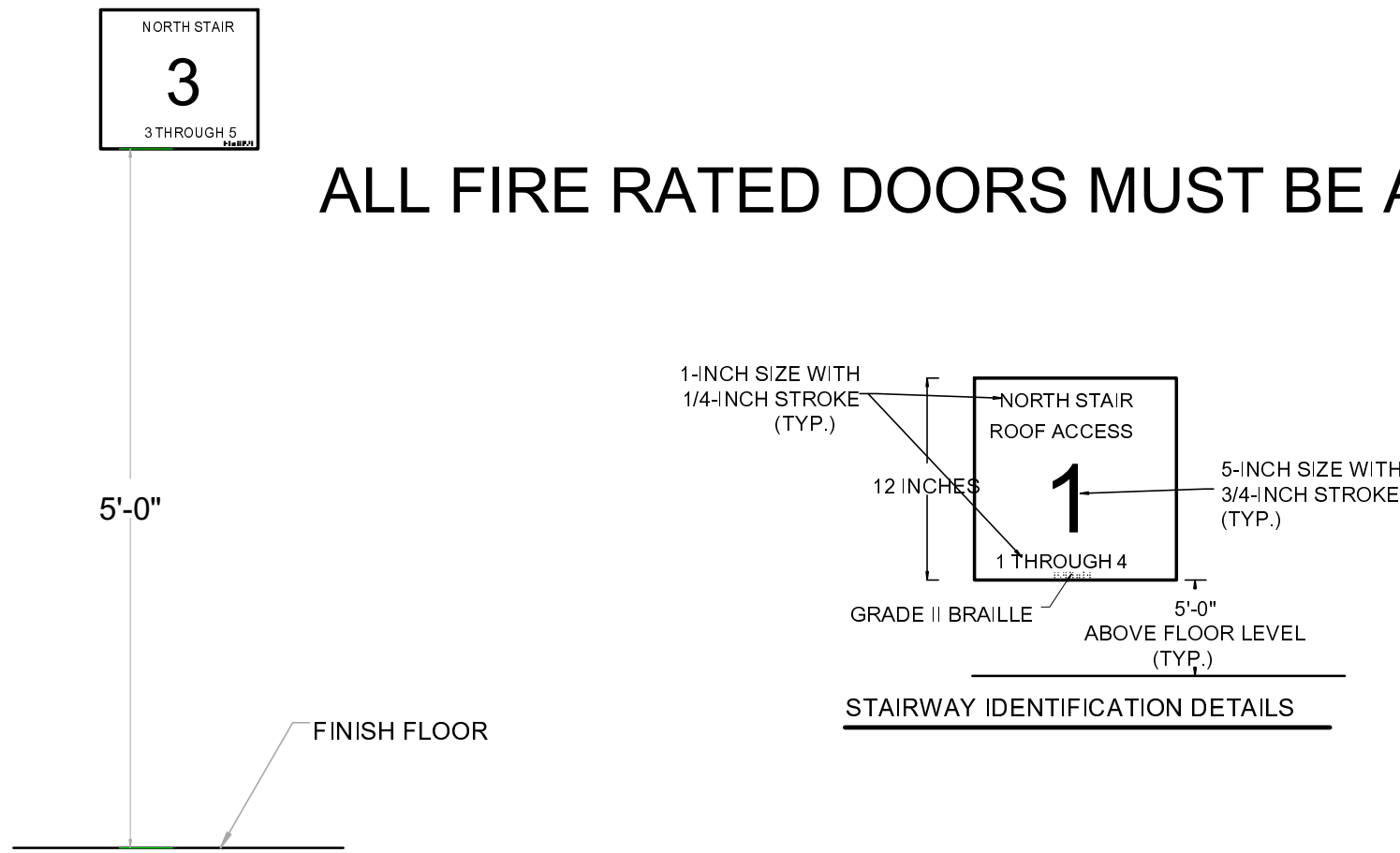


SECTION B-B

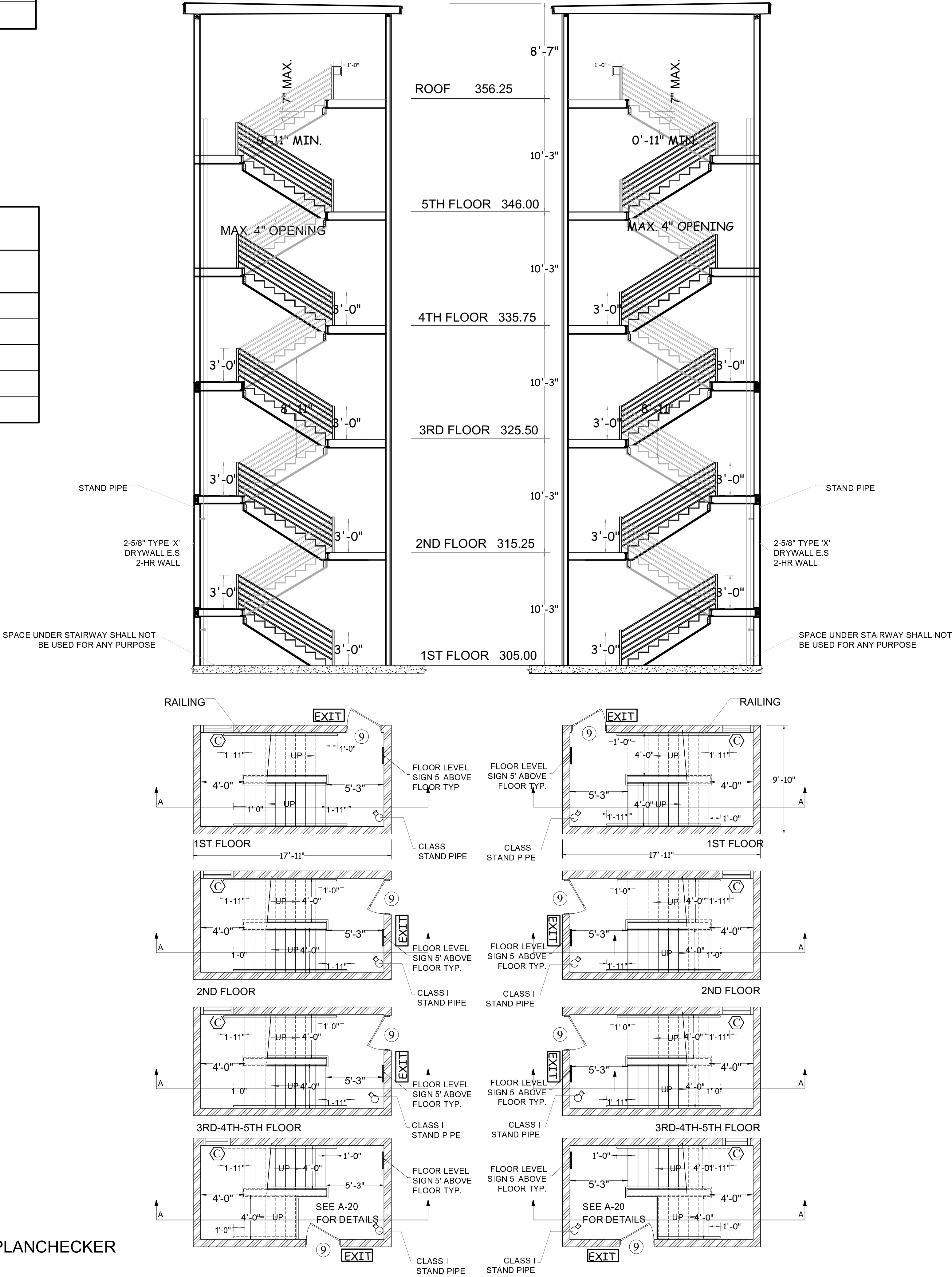
SHOP DRAWING TO BE APROVED WITH THE STRUCTURAL ENGINEER OF THE RECORD AND CITY OF LA PLANCHECKER

**EXHIBIT "A"**  
Page No. 21 of 24  
Case No. DIR-2022-310-TOC-VHCA

ALL FIRE RATED DOORS MUST BE AUTOMATIC OR SELF CLOSING



Structures four (4) or more stories in height shall have an approved stairway sign indicating the floor level, terminus of the top and bottom of the stair and the identification number of the stair. It shall be located approximately 5 ft. above the floor landing and be readily visible when the stair doors are in an open or closed position. (1003.3.3.13)



R. SIGNS & IDENTIFICATION

California's standards for signage are more stringent than Section 4.30 of the ADA Standards for Accessible Design. (1117B.5)

The International Symbol of Accessibility shall be the standard used to identify facilities that are accessible to and usable by physically disabled persons as set forth in Title 24 and as specifically required in this Section. (1117B.5.8.1, Fig 11B-6)

1. The International Symbol of Accessibility shall consist of a white figure on a blue background. The blue shall be equal to Color No. 15090 in Federal Standard 595B. (1117B.5.8.1.1)

2. All building and facility entrances that are accessible to and usable by persons with disabilities and at every major junction along or leading to an accessible route of travel shall be identified with a sign displaying the International Symbol of Accessibility and with additional directional signs to be visible to persons along approaching circulation paths. (1117B.5.8.1.2, 1127B.3)

3. Where permanent identification signs are provided for rooms and spaces of a building or site, raised characters shall be provided and shall be accompanied by Braille in conformance with Section 1117B.5.2 through 1117B.5.7. Signs shall be installed on the wall adjacent to the latch outside of the door. Where there is no wall space on the latch side, including at double leaf doors, signs shall be placed on the nearest adjacent wall, preferably on the right. Mounting height shall be 60 inches above the finished floor to the centerline of the sign. Mounting location shall be determined so that a person may approach within 3inches of signage without encountering protruding objects or standing within the swing of a door. (1117B.5.1, 1117B.5.7)

4. When signs direct to or give information about permanent rooms and functional spaces of a building or site, they shall comply with Sections 1117B.5.2, 1117B.5.3, and 1117B.5.4. For other means of egress signs and identification see Chapter 10, Sections 1011.3, 1022.8, 1008.1.9.7, 1007.9, 1007.10, 1007.11 and 1007.4. (1117B.5.1.2)

5. When raised characters or when pictogram symbols are used, they shall conform to the following: (1117B.5.5)

a) Characters on signs shall be raised 1/32-inch minimum and shall be sans - serif uppercase characters accompanied by contracted (Grade 2) Braille complying with section 1117B.5.6. (1117B.5.5.1)

b) Raised characters or symbols shall be a minimum of 5/8 inch high and a maximum of 2 inches high. (1117B.5.5.2)

c) Pictorial symbol signs (pictograms) shall be accompanied by the verbal description placed directly below the pictogram. The outside dimension of the pictogram field shall be a minimum of 6 inches in height. (1117B.5.5.3)

d) Characters and Braille shall be in a horizontal format. Braille should be placed a minimum of 3/8-inch and a maximum of 1/2-inch directly below the tactile characters; flush left or centered. When tactile sign is multi-lined, all Braille shall be placed together below all lines of tactile text. (1117B.5.5.4)

6. Characters on signs shall have a width-to-height ratio of between 3:5 and 1:1 and a stroke width-to-height ratio between 1:5 and 1:10. (1117B.5.3)

7. Characters, symbols and their background shall have a non-glare finish. Characters and symbols shall contrast with their background, either light characters on a dark background or dark characters on a light background. (1117B.5.2)

8. Characters and numbers on signs required to be accessible by Section 1117B.5.1 Items 2 and 3 shall be sized according to the Table in Section 1117B.5.4. (1117B.5.4)

9. Contracted (Grade 2) Braille shall be used wherever Braille is required in other portions of these Standards. Dots shall be 1/10 inch on centers in each cell with 2/10-inch space between cells. Dots shall be raised a minimum of 1/40 inch above the background. (1117B.5.6)

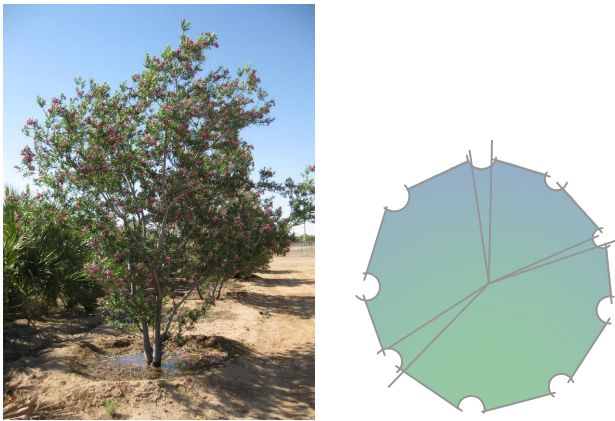
S. ELECTRICAL

1. The highest operable part of all controls, dispensers, receptacles and other operable equipment shall be installed at an accessible location meeting the clearances and reach range requirements of Sections 1118B.5 and 1118B.6. (1117B.6.3)

2. Controls and switches intended to be used by the occupant of the room or area to control lighting and receptacle outlets, appliances, or cooling, heating, and ventilating equipment, shall be located no more than 48 inches measured from the top of the outlet box nor less than 15 inches measured from the bottom of the outlet box to the level of the finish floor or working platform. (1117B.6.5.1)



PARKWAY TREE



CHIOPSIS LINEARIS

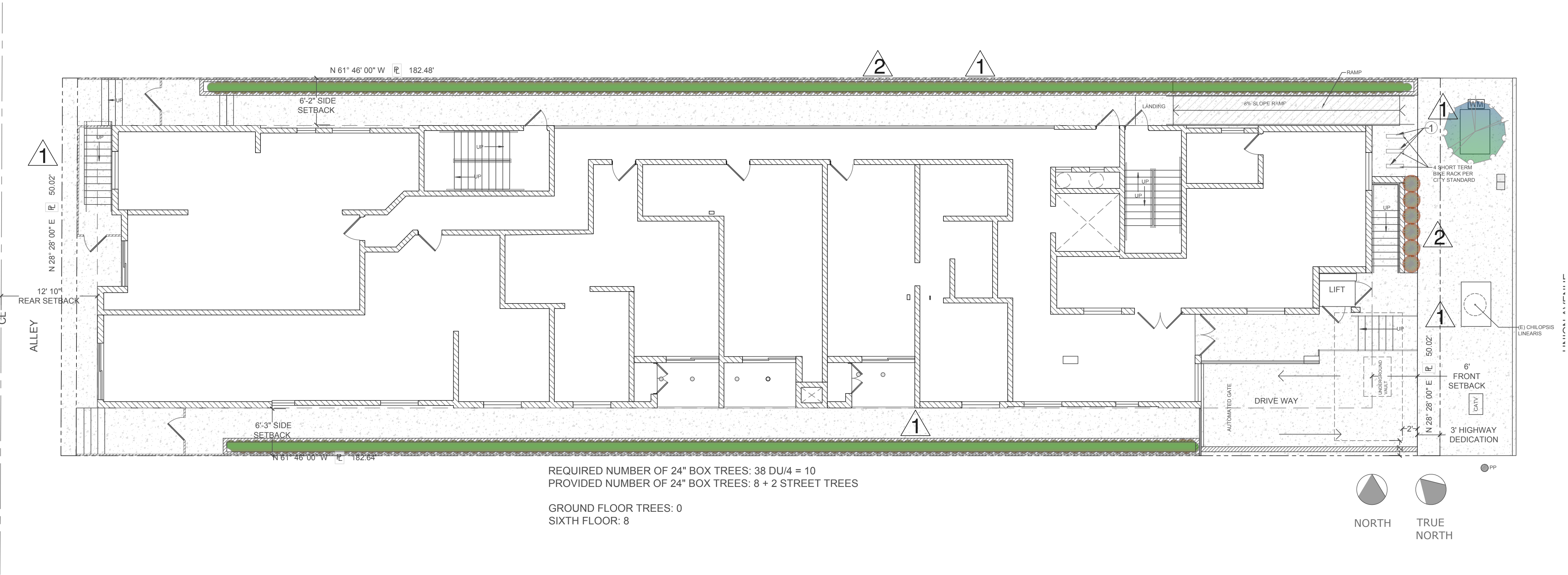
EXHIBIT "A"  
Page No. 22 of 24  
Case No. DIR-2022-310-TOC-VHCA

PLANT LEGEND

	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE AT 5 YRS.	PLANT TYPE
2	CARISSA MACROCARPA 'TUTTLE'	NATAL PLUM	2	3' X 3'	SHRUB
	CHIOPSIS LINEARIS 'BURGUNDY'	DESERT WILLOW	1	12' X 10'	TREE
1	PORTULACARIA AERA 'SKYSCRAPER'	NARROW ELEPHANT'S FOOD	165	8' X 2'	SUCCULENT

KEY NOTES

1. BIKE RACK



CONCEPTUAL LANDSCAPE PLAN - GROUND FLOOR  
SCALE: 1/8" = 1'-0"

38 UNIT APARTMENT DEVELOPMENT  
425 S UNION AVE.  
LOS ANGELES, CA 90004

VIRIDITAS  
DESIGN  
Landscape Architecture  
Anne Jones  
RLA CA 5999  
viriditasdesigngroup@gmail.com  
2735 W. Avenue 33  
Los Angeles, CA  
323.377.1018

A.P.N.: 5153-003-011  
MULTI- FAMILY RESIDENCE

ARCHITECT:  
ARCHITECTURAL DESIGNER:  
B. RAEEN CONSTRUCTION, INC.  
11040 SANTA MONICA BLVD., SUITE 326,  
LOS ANGELES, CA 90025  
(310) 826-2646

DATE:  
FEBURARY 18, 2021

SCALE:  
VARIES

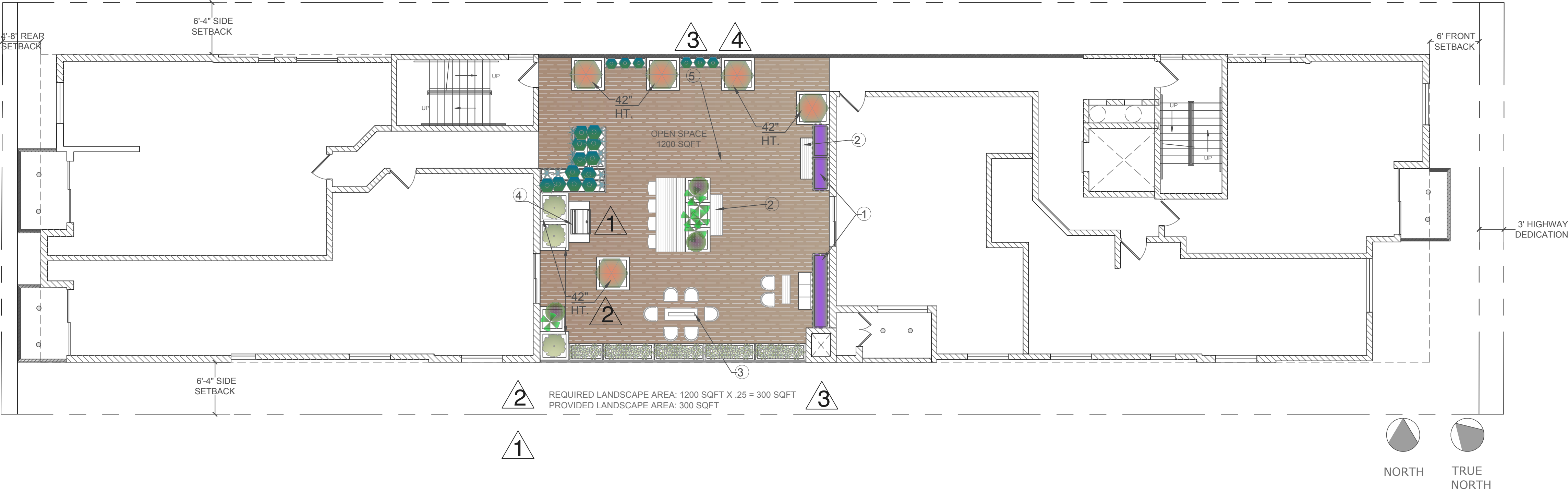
CONCEPTUAL  
LANDSCAPE PLAN  
GROUND FLOOR

L-1.0



PLANT LEGEND

	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE AT 5 YRS.	PLANT TYPE
1	AGAVE ATTENUATA 'RAY OF LIGHT'	VARIEGATED FOXTAIL AGAVE	6	3' X 3'	SUCCULENT
	ALOE STRIATA	CORAL ALOE	74	2' X 3'	SUCCULENT
	CUPRESSUS SEMPERVIRENS 'TINY TOWER'	DWARF ITALIAN CYPRESS	3	10' X 3'	TREE
2	HARDENBERGIA VIOLACEA 'HAPPY WANDERER'	PURPLE VINE LILAC	7	6' X 3'	VINE
4	KALANCHOE 'OAKLEAF'	DWARF VELVET PLANT	18	2' X 2'	PERENNIAL
3	LEPTOSPERMUM LAEVIGATUM	COAST TEA TREE	5	12' X 10'	TREE
	SENECIO JACOBSENII	TRAILING JADE	12	6" X 2'	SUCCULENT
	TRADESCANTIA 'GREENLEE'	PALE PUMA SPIDER WORT	3	6" X 4'	PERENNIAL



CONCEPTUAL LANDSCAPE PLAN - SIXTH FLOOR  
SCALE: 1/8" = 1'-0"

KEY NOTES

1. PLANTER WITH TRELLIS



2. BENCH SEATING



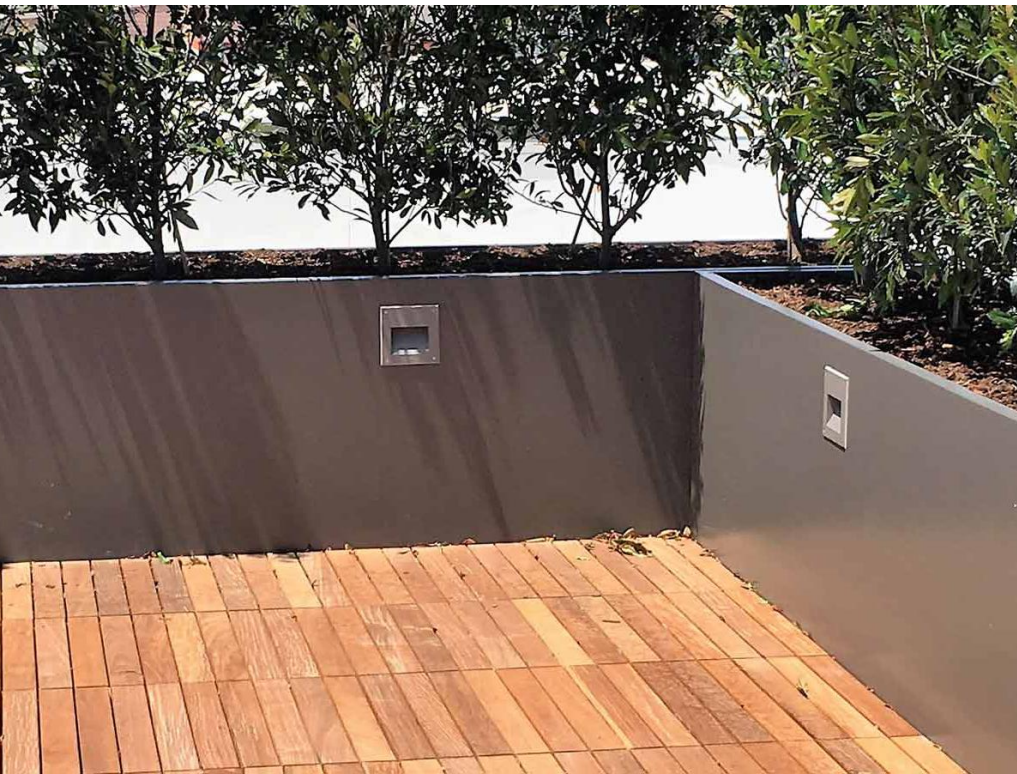
3. FIRE PIT



4. BBQ

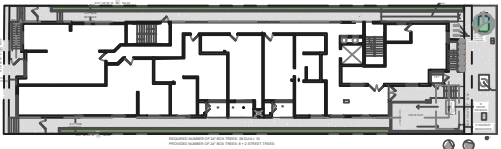


5. WOOD DECK

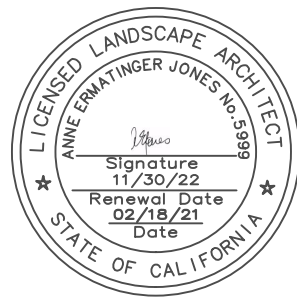


38 UNIT APARTMENT DEVELOPMENT  
425 SOUTH UNION AVE.  
LOS ANGELES, CA 90004

VIRIDITAS  
DESIGN  
Landscape Architecture  
Anne Jones  
RLA CA 5999  
viriditasdesigngroup@gmail.com  
2735 W. Avenue 33  
Los Angeles, CA  
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A.P.N.: 5153-003-011  
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ARCHITECTURAL DESIGNER:  
B. RAEEN CONSTRUCTION, INC.  
11040 SANTA MONICA BLVD., SUITE 326,  
LOS ANGELES, CA 90025  
(310) 826-2646

1 OCTOBER 24, 2021  
2 DECEMBER 1, 2021  
3 JANUARY 12, 2022  
4 JANUARY 25, 2022

DATE:  
FEBURARY 18, 2021

SCALE:  
VARIES

CONCEPTUAL  
LANDSCAPE  
PLAN  
SIXTH FLOOR

L-1.1



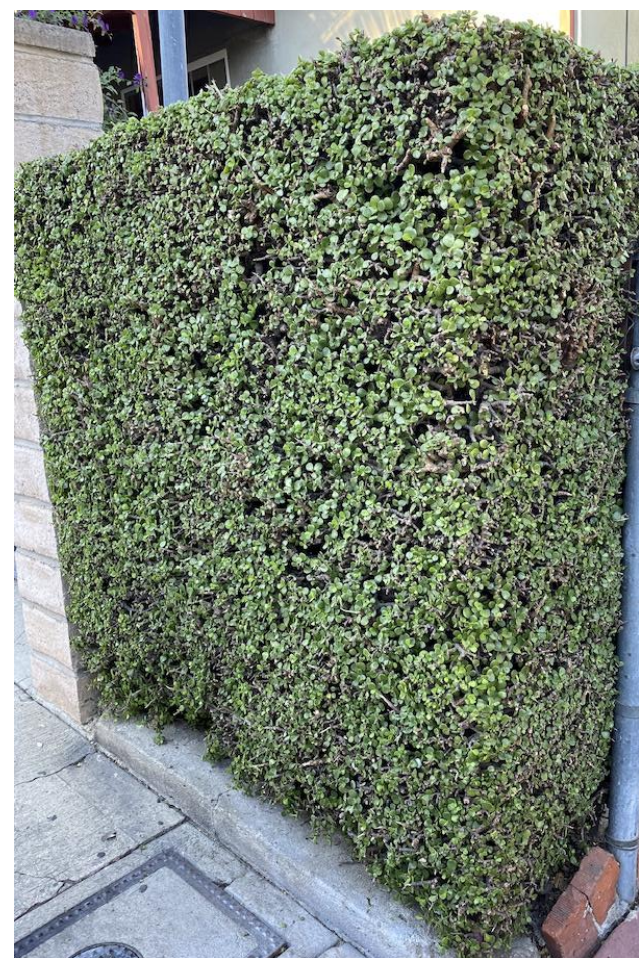
GROUND FLOOR



DESERT WILLOW



'TUTTLE' NATAL PLUM



'SKYSCRAPER' ELEPHANTS FOOD

6TH FLOOR



CORAL ALOE



DWARF VELVET PLANT



'TINY TOWER' ITALIAN CYPRESS



PALE PUMA SPIDER WORT



PURPLE VINE LILAC



1 LEPTOSPERMUM LAEVIGATUM



TRAILING JADE

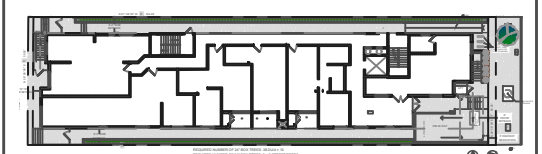


VARIGATED FOXTAIL AGAVE

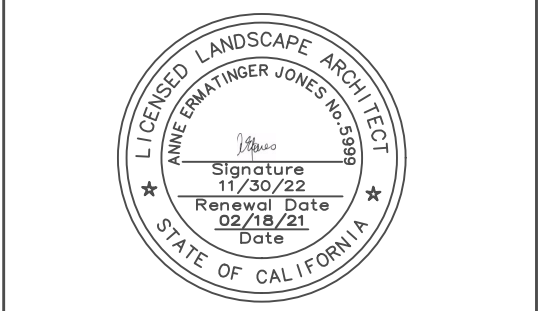
EXHIBIT "A"  
Page No. 24 of 24  
Case No. DIR-2022-310-TOC-VHCA

38 UNITS APARTMENT DEVELOPMENT  
425 S. UNION AVE.  
LOS ANGELES, CA 90004

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11040 SANTA MONICA BLVD., SUITE 326,  
LOS ANGELES, CA 90025  
(310) 826-2646

JANUARY 25, 2022

DATE:  
FEBURARY 18, 2021

SCALE:  
VARIES

CONCEPTUAL  
PLANT  
PALETTE

L-2



**B – DIRECTOR OF PLANNING’S DETERMINATION (DIR-2022-310-TOC-VHCA)**

**DEPARTMENT OF  
CITY PLANNING**

COMMISSION OFFICE  
(213) 978-1300

**CITY PLANNING COMMISSION**

SAMANTHA MILLMAN  
PRESIDENT

CAROLINE CHOE  
VICE-PRESIDENT

HELEN CAMPBELL  
JENNA HORNSTOCK  
HELEN LEUNG

YVETTE LOPEZ-LEDESMA  
KAREN MACK  
DANA M. PERLMAN  
RENEE DAKE WILSON

**CITY OF LOS ANGELES  
CALIFORNIA**



ERIC GARCETTI  
MAYOR

**EXECUTIVE OFFICES**

200 N. SPRING STREET, ROOM 525  
LOS ANGELES, CA 90012-4801  
(213) 978-1271

VINCENT P. BERTONI, AICP  
DIRECTOR

SHANA M.M. BONSTIN  
DEPUTY DIRECTOR

ARTHI L. VARMA, AICP  
DEPUTY DIRECTOR

LISA M. WEBBER, AICP  
DEPUTY DIRECTOR

**DIRECTOR'S DETERMINATION  
TRANSIT ORIENTED COMMUNITIES AND AFFORDABLE HOUSING INCENTIVES  
PROGRAM**

July 19, 2022

**Applicant/Owner**

Bahram and Helen Raeen Living  
Trust  
11040 W. Santa Monica Boulevard,  
#326  
Los Angeles, CA 90025

**Representative**

Daniel Ahadian  
Nur Development Consulting  
864 S. Robertson Boulevard  
Los Angeles, CA 90035

**Case No.** DIR-2022-310-TOC-VHCA

**CEQA:** ENV-2022-311-CE

**Location:** 425-427 ½ South Union  
Avenue

**Council District:** 1 – Cedillo

**Neighborhood Council:** Westlake North

**Community Plan Area:** Westlake

**Land Use Designation:** High Medium Residential

**Zone:** R4-1

**Legal Description:** Lot 34, Oscar B. Smith's  
Crown Hill Tract

**Last Day to File an Appeal:** August 3, 2022

**DETERMINATION – Transit Oriented Communities Affordable Housing Incentive Program**

Pursuant to the Los Angeles Municipal Code (LAMC) Section 12.22 A.31, I have reviewed the proposed project and as the designee of the Director of Planning, I hereby:

**Determine that** based on the whole of the administrative record as supported by the justification prepared and found in the environmental case file, the Project is exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Section 15332, Class 32, and there is no substantial evidence demonstrating that an exception to a categorical exemption pursuant to CEQA Guidelines, Section 15300.2 regarding location, cumulative impacts, significant effects or unusual circumstances, scenic highways, hazardous waste sites, or historical resources applies.

**Approve with Conditions** a Transit Oriented Communities (TOC) Affordable Housing Incentive Program pursuant to Los Angeles Municipal Code (LAMC) Section 12.22 A.31, for a qualifying Tier 3 Project totaling 38 dwelling units, reserving four (4) units for Extremely Low Income household occupancy for a period of 55 years, with the following Additional Incentives:

- a. **Setbacks (Front and Rear).** Allow a front yard setback of 6 feet in lieu of 15 feet via the averaging of the front yard setbacks of adjoining structures and a rear yard setback of 12 feet 10 inches in lieu of 18 feet as otherwise required by LAMC Sections 12.11 C.1 and 12.11 C.3.
- b. **Setbacks (Sides).** Allow side yard setbacks of 6 feet 4 inches in lieu of 9 feet as otherwise required by LAMC Section 12.11 C.2.
- c. **Open Space.** A 24% reduction in Open Space to allow 3,130 square feet in lieu of the 4,100 square feet otherwise required by LAMC Section 12.21 G.2.

**Adopt** the attached Findings.

## CONDITIONS OF APPROVAL

Pursuant to Section 12.22-A.31 of the Los Angeles Municipal Code, the following conditions are hereby imposed upon the use of the subject property:

1. **Site Development.** Except as modified herein, the project shall be in substantial conformance with the plans and materials submitted by the Applicant, stamped "Exhibit A," and attached to the subject case file. No change to the plans will be made without prior review by the Department of City Planning, Central Project Planning Division, and written approval by the Director of Planning. Each change shall be identified and justified in writing. Minor deviations may be allowed in order to comply with the provisions of the Los Angeles Municipal Code or the project conditions.
2. **On-Site Restricted Affordable Units.** A minimum of four (4) dwelling units, that is 10 percent of the 38 total dwelling units, shall be designated for Extremely Low Income Households, as determined by the Los Angeles Housing Department (LAHD) and California Government Code Section 65915(c)(2).
3. **Changes in Restricted Units.** Deviations that increase the number of restricted affordable units or that change the composition of units or change parking numbers shall be consistent with LAMC Section 12.22 A.31 and TOC Guidelines.
4. **Housing Requirements.** Prior to issuance of a building permit, the owner shall execute a covenant to the satisfaction of the Los Angeles Housing Department (LAHD) to make four (4) units available to Extremely Low Income Households, for sale or rental as determined to be affordable to such households by LAHD for a period of 55 years. In the event, the applicant reduces the proposed density of the project, the number of required set-aside affordable units may be adjusted, consistent with LAMC Section 12.22 A.31 and TOC Guidelines to the satisfaction of LAHD, and in consideration of the project's SB 330 Determination. Enforcement of the terms of said covenant shall be the responsibility of LAHD. The applicant will present a copy of the recorded covenant to the Department of City Planning for inclusion in this file. The project shall comply with the TOC Guidelines and any monitoring requirements established by the LAHD. Refer to the Transit Oriented Communities (TOC) Affordable Housing Incentive Program and Housing Replacement sections of this determination.
5. **Height.** The building shall not exceed six stories or 76 feet 8 inches in height as measured from grade to the highest point of the roof parapet.
6. **Base Incentives.**
  - a. **Residential Density.** The project shall be limited to a maximum density of 38 residential dwelling units (equal to a density increase of 58 percent), including On-site Restricted Affordable Units.
  - b. **Floor Area Ratio (FAR).** The project shall be permitted a FAR of 4.5:1 for a Tier 3 project in both a residential zone.
  - c. **Parking.**
    - i. **Residential Automobile Parking.** Automobile parking shall be provided consistent with LAMC Section 12.22 A.31 and Government Code Section 65915(p)(2), which require a minimum of 0.5 spaces per unit for all

residential units in an Eligible Housing Development Project located in a Tier 3 TOC Affordable Housing Incentive Area. A greater number may be provided at the applicant's discretion.

- ii. **Adjustment of Parking.** In the event that the number of Restricted Affordable Units should increase, or the composition of such units should change (i.e. the number of bedrooms, or the number of units made available to Senior Citizens and/or Disabled Persons), or the applicant selects another Parking Option (including Bicycle Parking Ordinance) and no other Condition of Approval or incentive is affected, then no modification of this determination shall be necessary, and the number of parking spaces shall be re-calculated by the Department of Building and Safety based upon the ratios set forth above.

## 7. **Additional Incentives.**

- a. **Front and Rear Yard Setbacks.** The project shall be permitted an average of the front yard setbacks of adjoining structures to allow a front yard setback of 6 feet and a 30% reduction of the rear yard setback requirement to allow a rear yard setback of 12 feet 10 inches
  - b. **Side Yard Setbacks.** The project shall be permitted a 30% reduction of two individual yard setback requirements to allow two side yard setbacks of 6 feet 4 inches feet.
  - c. **Open Space.** The project shall be permitted a 24% reduction in open to allow a minimum of 3,130 square feet of usable open space.
8. **Bicycle Parking.** Bicycle parking shall be provided consistent with LAMC 12.21 A.16.
9. **Unbundling.** Required parking may be sold or rented separately from the units with the exception of all Restricted Affordable Units which shall include any required parking in the base rent or sales price, as verified by LAHD.
10. **Landscaping.** The landscape plan shall indicate landscape points for the project equivalent to **10% more than otherwise required** by LAMC 12.40 and Landscape Ordinance Guidelines "O". All open areas not used for buildings, driveways, parking areas, recreational facilities or walks shall be attractively landscaped, including an automatic irrigation system, and maintained in accordance with a landscape plan prepared by a licensed landscape architect or licensed architect, and submitted for approval to the Department of City Planning.
11. **Trash Storage.** Trash storage and collection shall be enclosed in the parking garage and no visible from the public right-of-way. Trash collection shall occur within the enclosed parking garage and shall not interfere with traffic on any public street.
12. **Mechanical Equipment.** All mechanical equipment on the roof shall be screened from view. The transformer, if located in the front yard, shall be screened with landscaping.
13. **Maintenance.** The subject property (including all trash storage areas, associated parking facilities, sidewalks, yard areas, parkways, and exterior walls along the property lines) shall be maintained in an attractive condition and shall be kept free of trash and debris.

14. **Lighting.** Outdoor lighting shall be designed and installed with shielding, such that the light source cannot be seen from adjacent residential properties or the public right-of-way, nor from above.
15. **Utilities.** To the extent feasible, all new utility lines which directly service a project shall be installed underground. If underground service is not currently available, then provisions shall be made for future underground service, as determined by the Department of Water and Power.

### **Administrative Conditions**

16. **Final Plans.** Prior to the issuance of any building permits for the project by the Department of Building & Safety, the applicant shall submit all final construction plans that are awaiting issuance of a building permit by the Department of Building & Safety for final review and approval by the Department of City Planning. All plans that are awaiting issuance of a building permit by the Department of Building & Safety shall be stamped by Department of City Planning staff "Final Plans". A copy of the Final Plans, supplied by the applicant, shall be retained in the subject case file.
17. **Notations on Plans.** Plans submitted to the Department of Building & Safety, for the purpose of processing a building permit application shall include all of the Conditions of Approval herein attached as a cover sheet, and shall include any modifications or notations required herein.
18. **Approval, Verification and Submittals.** Copies of any approvals, guarantees or verification of consultations, review of approval, plans, etc., as may be required by the subject conditions, shall be provided to the Department of City Planning prior to clearance of any building permits, for placement in the subject file.
19. **Code Compliance.** Use, area, height, and yard regulations of the zone classification of the subject property shall be complied with, except where granted conditions differ herein.
20. **Department of Building & Safety.** The granting of this determination by the Director of Planning does not in any way indicate full compliance with applicable provisions of the Los Angeles Municipal Code Chapter IX (Building Code). Any corrections and/or modifications to plans made subsequent to this determination by a Department of Building & Safety Plan Check Engineer that affect any part of the exterior design or appearance of the project as approved by the Director, and which are deemed necessary by the Department of Building & Safety for Building Code compliance, shall require a referral of the revised plans back to the Department of City Planning for additional review and sign-off prior to the issuance of any permit in connection with those plans.
21. **Department of Water and Power.** Satisfactory arrangements shall be made with the Los Angeles Department of Water and Power (LADWP) for compliance with LADWP's Rules Governing Water and Electric Service. Any corrections and/or modifications to plans made subsequent to this determination in order to accommodate changes to the project due to the under-grounding of utility lines, that are outside of substantial compliance or that affect any part of the exterior design or appearance of the project as approved by the Director, shall require a referral of the revised plans back to the Department of City Planning for additional review and sign-off prior to the issuance of any permit in connection with those plans.

22. **Enforcement.** Compliance with and the intent of these conditions shall be to the satisfaction of the Department of City Planning.

23. **Expiration.** In the event that this grant is not utilized within three years of its effective date (the day following the last day that an appeal may be filed), the grant shall be considered null and void. Issuance of a building permit, and the initiation of, and diligent continuation of, construction activity shall constitute utilization for the purposes of this grant.

24. **Indemnification and Reimbursement of Litigation Costs.**

Applicant shall do all of the following:

- (i) Defend, indemnify and hold harmless the City from any and all actions against the City relating to or arising out of, in whole or in part, the City's processing and approval of this entitlement, including but not limited to, an action to attack, challenge, set aside, void, or otherwise modify or annul the approval of the entitlement, the environmental review of the entitlement, or the approval of subsequent permit decisions, or to claim personal property damage, including from inverse condemnation or any other constitutional claim.
- (ii) Reimburse the City for any and all costs incurred in defense of an action related to or arising out of, in whole or in part, of the City's processing and approval of the entitlement, including but not limited to payment of all court costs and attorney's fees, costs of any judgments or awards against the City (including an award of attorney's fees), damages, and/or settlement costs.
- (iii) Submit an initial deposit for the City's litigation costs to the City within 10 days' notice of the City tendering defense to the Applicant and requesting a deposit. The initial deposit shall be in an amount set by the City Attorney's Office, in its sole discretion, based on the nature and scope of action, but in no event shall the initial deposit be less than \$50,000. The City's failure to notice or collect the deposit does not relieve the Applicant from responsibility to reimburse the City pursuant to the requirement in paragraph (ii).
- (iv) Submit supplemental deposits upon notice by the City. Supplemental deposits may be required in an increased amount from the initial deposit if found necessary by the City to protect the City's interests. The City's failure to notice or collect the deposit does not relieve the Applicant from responsibility to reimburse the City pursuant to the requirement in paragraph (ii).
- (v) If the City determines it necessary to protect the City's interest, execute an indemnity and reimbursement agreement with the City under terms consistent with the requirements of this condition.

The City shall notify the applicant within a reasonable period of time of its receipt of any action and the City shall cooperate in the defense. If the City fails to notify the applicant of any claim, action, or proceeding in a reasonable time, or if the City fails to reasonably cooperate in the defense, the applicant shall not thereafter be responsible to defend, indemnify or hold harmless the City.

The City shall have the sole right to choose its counsel, including the City Attorney's office or outside counsel. At its sole discretion, the City may participate at its own expense in the



defense of any action, but such participation shall not relieve the applicant of any obligation imposed by this condition. In the event the Applicant fails to comply with this condition, in whole or in part, the City may withdraw its defense of the action, void its approval of the entitlement, or take any other action. The City retains the right to make all decisions with respect to its representations in any legal proceeding, including its inherent right to abandon or settle litigation.

For purposes of this condition, the following definitions apply:

“City” shall be defined to include the City, its agents, officers, boards, commissions, committees, employees, and volunteers.

“Action” shall be defined to include suits, proceedings (including those held under alternative dispute resolution procedures), claims, or lawsuits. Actions includes actions, as defined herein, alleging failure to comply with any federal, state or local law.

Nothing in the definitions included in this paragraph are intended to limit the rights of the City or the obligations of the Applicant otherwise created by this condition.

## PROJECT BACKGROUND

The subject property is comprised of a single lot with approximately 50 feet of street frontage along Union Avenue to the east and an alley to the west. The subject property is rectangular-shaped and has a lot area of approximately 9,139 square feet. The subject property is zoned R4-1 and is in the Westlake Community Plan Area with a High Medium Residential land use designation. The subject property has a Height District 1 designation that establishes no height limit and restricts the Floor Area Ratio (FAR) of the development to a maximum of 3:1.

The project includes the demolition of a single-story fourplex and a detached accessory building for the construction, use, and maintenance of a 38-unit residential apartment building, of which four (4) dwelling units will be reserved for Extremely Low Income households. The building will total 76 feet and 8 inches in height and be constructed with six residential floors over one subterranean level of parking containing 20 vehicle parking spaces, 34 long-term bicycle parking spaces, and 3 short-term bicycle parking spaces. The project will contain 29,610 square feet of floor area for a maximum Floor Area Ratio of 4.5:1. The unit mix will be comprised of five (5) studio apartments, 21 one-bedroom apartments, and 12 two-bedroom apartments. There will be 3,130 square feet of open space, comprised of 1,300 square feet of private open space and 1,830 square feet of common open space on the first and sixth floors. Additionally, the project requires the export of 4,625 cubic yards of earth and the removal of three (3) non-protected trees on-site with trunk diameters greater or equal to eight (8) inches.

The subject property site qualifies as a Tier 3 Transit Oriented Communities housing project based on being located within one half mile from the Metro Westlake / MacArthur Park Station, which is served by the Metro B (Red) and D (Purple) Lines. The subject property is located within a Transit Priority Area, a State Enterprise Zone, the Westlake Recovery Redevelopment Project Area, an Urban Agriculture Incentive Zone, and a BOE Special Grading Area. On December 22, 2021, Planning staff approved an administrative review of the proposed project with the Westlake Recovery Redevelopment Plan and determined the project conforms to the Redevelopment Plan.

On January 20, 2022, the proposed project was reviewed by the Urban Design Studio (UDS). The purpose of the UDS meeting is to provide project specific recommendations, organized around three distinct yet interrelated approaches to design that include: 1) Pedestrian First Design, 2) 360 Degree Design, and 3) Climate Adaptive Design. At this meeting, UDS recommended the following:

- Consider relocating access to the back alley.
- Call out all materials on the materials schedule.
- Replace aloe trees that meet intent of shade/urban canopy.
- Consider extending the equitone pebble to the top of the roof.
- Consider installing a taller window for the northern unit on the 6<sup>th</sup> floor on the east elevation to balance out the taller roof line and provide a higher ceiling for that unit.

The applicant considered UDS recommendations and provided a response to their comments. The applicant considered relocating the driveway to the public alley but elected not to do so. The plans were revised to include material callouts and color block samples, to show that the use of equitone pebble was extended up to the roof line, and to show that the sixth floor windows and sliding door on the east elevation were enlarged. The landscape plans were revised to show that the aloe trees were replaced with Coast Tea Trees. The Office of Historic Resources reviewed the project and adjacent properties and determined there are no impacts to historic resources

Union Avenue, adjoining the subject property to the east, is a designated Collector Street, dedicated to a right-of-way width of 66 feet and a roadway width of 40 feet, and improved with asphalt roadway, concrete curb, gutter, and sidewalk. A dedication of 3 feet is required.

Public Alley, adjoining the property to the west, is dedicated to a right-of-way width of 16 feet.

As a Tier 3 project, the project is entitled to the following Base Incentives and is seeking Additional Incentives of the Transit Oriented Communities (TOC) Affordable Housing Incentive Program:

- Base Incentives
  - A 58% increase in density to allow a total of 38 dwelling units in lieu of 24 dwelling units otherwise permitted.
  - An increase in the Floor Area Ratio (FAR) from 3:1 to a maximum 4.5:1.
  - Parking reduction of 0.5 spaces per unit, allowing 19 vehicle parking spaces in lieu of the 58 vehicle parking spaces otherwise required.
- Additional Incentives
  - A reduction in the yard setbacks to allow a front yard setback of 6 feet in lieu of the 15 feet otherwise required and a rear yard setback of 12 feet 10 inches in lieu of the 18 feet otherwise required.
  - A reduction in the setbacks to allow side yard setbacks of 6 feet 4 inches in lieu of the 9 feet otherwise required.
  - Open space reduction to allow 3,130 square feet in lieu of the 4,100 square feet otherwise required.

## **HOUSING REPLACEMENT BACKGROUND**

On October 9, 2019, Governor Gavin Newsom signed into law the Housing Crisis Act of 2019 (SB 330). SB330 requires projects that meet the criteria per California Government Code Section 65589.5(h)(2)(B) filed as of January 1, 2020 to demonstrate compliance with the housing replacement provisions which require replacement of dwelling units that either exist at the time of application of a project, or have been vacated or demolished in the ten-year period preceding the application of the project. This applies to all pre-existing units that have been subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income; subject to any other form of rent or price control; or occupied by Low or Very Low Income Households. On September 16, 2021, the Governor signed SB 8, which updated several provisions of the Housing Crisis Act of 2019, into law.

Pursuant to the SB 330 (TOC) Determination Letter, dated October 21, 2021, and prepared by the Los Angeles Housing Department (LAHD), three (3) affordable units need to be replaced with an equivalent type, with one (1) unit restricted to Extremely Low Income Households, one (1) unit restricted to Very Low Income Households, and one (1) unit restricted to Low Income Households. The project proposes four (4) units restricted for Extremely Low Income Households. As such, the project complies with SB 330. The updated regulations for the Housing Crisis Act created through SB 8 do not alter the replacement requirements already described.

## **TRANSIT ORIENTED COMMUNITIES AFFORDABLE HOUSING INCENTIVE PROGRAM BACKGROUND**

Measure JJJ was adopted by the Los Angeles City Council and established the Transit Oriented Communities (TOC) Affordable Housing Incentive Program. The measure required that the



Department adopt a set of TOC Guidelines, which establishes incentives for residential and mixed-use projects located within one-half mile of a major transit stop, as defined under existing State law.

The TOC Affordable Housing Incentive Program Guidelines (TOC Guidelines), released on September 22, 2017, and amended on February 26, 2018, established a tier-based system with varying development bonuses and incentives based on a project's distance from different types of transit. The largest bonuses are reserved for those areas in the closest proximity to significant rail stops or the intersection of major bus rapid transit lines. Required affordability levels are increased incrementally in each higher tier. The incentives provided in the TOC Guidelines describe the range of bonuses from particular zoning standards that applicants may select.

Per the TOC Referral Form, dated August 20, 2021, the subject property is located within one-half mile of the Metro Westlake / MacArthur Park Station, which is served by the Metro B (Red) and D (Purple) Lines. As such, the project is eligible for Tier 3 TOC Affordable Housing Incentives.

Tier 3 Base Incentives require On-Site Restricted Affordable Units at the rate of 10% of the total number of units for Extremely Low Income Households. The project proposes to set aside four (4) units, that is 10% of the total 38 units, for Extremely Low Income Households. Up to three (3) Additional Incentives may be granted for projects that include at least 11% of the base units for Extremely Low Income Households. The project proposes to set aside 4 units, that is 16% of the base 24 units, for Extremely Low Income Households. As such, the project is eligible for up to three (3) Additional Incentives.

## **TRANSIT ORIENTED COMMUNITIES AFFORDABLE HOUSING INCENTIVE PROGRAM ELIGIBILITY REQUIREMENTS**

To be an eligible Transit Oriented Communities (TOC) Housing Development, a project must meet the Eligibility criteria set forth in Section IV of the TOC Affordable Housing Incentive Program Guidelines (TOC Guidelines). A Housing Development located within a TOC Affordable Housing Incentive Area shall be eligible for TOC Incentives if it meets all of the following requirements, which it does:

1. **On-Site Restricted Affordable Units.** *In each Tier, a Housing Development shall provide On-Site Restricted Affordable Units at a rate of at least the minimum percentages described below. The minimum number of On-Site Restricted Affordable Units shall be calculated based upon the total number of units in the final project.*
  - a. Tier 1- 8% of the total number of dwelling units shall be affordable to Extremely Low Income (ELI) households, 8% of the total units shall be for Very Low (VL), or 20% of the total show be for lower income households.
  - b. Tier 2 – 9% ELI, 12%VL, or 21% Lower
  - c. Tier 3 – 10% ELI, 14% VL or 23% Lower
  - d. Tier 4 – 11% ELI, 15% VL or 25% Lower

As previously mentioned, the project is qualified for Tier 3. The project is required to reserve at least 10%, or four (4) units, of the 38 total units for Extremely Low-Income Households. The project proposes to reserve four (4) units for Extremely Low Income Households. As such, the project satisfies the eligibility requirement for On-Site Restricted Affordable Units.

2. **Major Transit Stop.** *A housing development shall be located on a lot, any portion of which must be located within 2,640 feet of a Major Transit Stop, as defined in subsection (b) of Section 21155 of the California Public Resources Code, and Section II of the TOC Guidelines.*

A Major Transit Stop is a site containing a rail station or the intersection of two or more bus routes with a service interval of 15 minutes or less during the morning and afternoon peak commute periods. The subject site is located within one-half mile from the Metro Westlake / MacArthur Park Station, which is served by the Metro B (Red) and D (Purple) Lines and thereby meets the eligibility requirement for proximity to a Major Transit Stop.

3. **Housing Replacement.** *A Housing Development must meet any applicable housing replacement requirements of California Government Code Section 65915(c)(3), as verified by the Los Angeles Department of Housing (LAHD) prior to the issuance of any building permit. Replacement housing units required per this section may also count towards other On-Site Restricted Affordable Units requirements.*

Pursuant to the SB 330 (TOC) Determination Letter dated October 21, 2021 and prepared by the Los Angeles Housing Department (LAHD), three (3) SB 330 replacement affordable units are required. However, the project will set aside four (4) units restricted for Extremely Low Income Households. As such, the project complies with SB 330. The updated regulations for the Housing Crisis Act created by SB 8 do not alter the replacement requirements already described.

4. **Other Density or Development Bonus Provisions.** *A Housing Development shall not seek and receive a density or development bonus under the provisions of California Government Code Section 65915 (State Density Bonus law) or any other State or local program that provides development bonuses. This includes any development bonus or other incentive granting additional residential units or floor area provided through a General Plan Amendment, Zone Change, Height District Change, or any affordable housing development bonus in a Transit Neighborhood Plan, Community Plan Implementation Overlay (CPIO), Specific Plan, or overlay district.*

The project is not seeking any additional density or development bonuses under the provisions of the State Density Bonus Law or any other State or local program that provides development bonuses, including, but not limited to a General Plan Amendment, Zone Change, Height District Change, or any affordable housing development bonus in a Transit Neighborhood Plan, Community Implementation Overlay (CPIO), Specific Plan, or overlay district. As such, the project meets this eligibility requirement.

5. **Base Incentives and Additional Incentives.** *All Eligible Housing Developments are eligible to receive the Base Incentives listed in Section VI of the TOC Guidelines. Up to three Additional Incentives listed in Section VII of the TOC Guidelines may be granted based upon the affordability requirements described below. For the purposes of this section below, "base units" refers to the maximum allowable density allowed by the zoning, prior to any density increase provided through these Guidelines. The affordable housing units required per this section may also count towards the On-Site Restricted Affordable Units requirement in the Eligibility Requirement No. 1 above (except Moderate Income units).*

- a. *One Additional Incentive may be granted for projects that include at least 4% of the base units for Extremely Low Income Households, at least 5% of the base units for Very Low Income Households, at least 10% of the base units for Lower Income*

*Households, or at least 10% of the base units for persons and families of Moderate Income in a common interest development.*

- b. Two Additional Incentives may be granted for projects that include at least 7% of the base units for Extremely Low Income Households, at least 10% of the base units for Very Low Income Households, at least 20% of the base units for Lower Income Households, or at least 20% of the base units for persons and families of Moderate Income in a common interest development.*
- c. Three Additional Incentives may be granted for projects that include at least 11% of the base units for Extremely Low Income Households, at least 15% of the base units for Very Low Income Households, at least 30% of the base units for Lower Income Households, or at least 30% of the base units for persons and families of Moderate Income in a common interest development.*

The project is seeking three (3) additional incentives, which requires that at least 11% of the 24 base units to be set aside for Extremely Low Income Households. This project proposes to set aside four (4) units for Extremely Low Income Households, which is 16% of the 24 base units. As such, the project meets the eligibility requirement for three (3) additional incentives.

- 6. Projects Adhering to Labor Standards.** *Projects that adhere to the labor standards required in LAMC 11.5.11 may be granted two Additional Incentives from the menu in Section VII of these Guidelines (for a total of up to five Additional Incentives).*

The project is not seeking any Additional Incentives beyond the three permitted in exchange for reserving at least eleven percent of the base units for Extremely Low Income Households. As such, the project need not adhere to the labor standards required in LAMC Section 11.5.11, and this eligibility requirement does not apply.

- 7. Multiple Lots.** *A building that crosses one or more lots may request the TOC Incentives that correspond to the lot with the highest Tier permitted by Section III above.*

The proposed project is located on one (1) lot located wholly within a Tier 3 TOC Affordable Housing Incentive Area. As such, this eligibility requirement does not apply.

- 8. Request for a Lower Tier.** *Even though an applicant may be eligible for a certain Tier, they may choose to select a Lower Tier by providing the percentage of On-Site Restricted Affordable Housing units required for any lower Tier and be limited to the Incentives available for the lower Tier.*

The applicant has not selected a lower Tier. As such, this eligibility requirement does not apply.

- 9. 100% Affordable Housing Projects.** *Buildings that are Eligible Housing Developments that consist of 100% On-Site Restricted Affordable units, exclusive of a building manager's unit or units shall, for purposes of these Guidelines, be eligible for one increase in Tier than otherwise would be provided.*

The proposed project does not consist of 100% on-site restricted affordable units. As such, this eligibility requirement does not apply.

## **TRANSIT ORIENTED COMMUNITIES AFFORDABLE HOUSING INCENTIVE PROGRAM / AFFORDABLE HOUSING INCENTIVES COMPLIANCE FINDINGS**

Pursuant to Section 12.22 A.31(e) of the LAMC, the Director shall review a Transit Oriented Communities Affordable Housing Incentive Program project application in accordance with the procedures outlined in LAMC Section 12.22 A.25(g).

**1. Pursuant to Section 12.22 A.25(g) of the LAMC, the Director shall approve a density bonus and requested incentive(s) unless the Director finds that:**

- a. *The incentives are not required to provide for affordable housing costs as defined in California Health and Safety Code Section 50052.5 or Section 50053 for rents for the affordable units.*

The record does not contain substantial evidence that would allow the Director to make a finding that the requested incentives are not necessary to provide for affordable housing costs per State Law. The California Health & Safety Code Sections 50052.5 and 50053 define formulas for calculating affordable housing costs for Extremely Low, Very Low, Low, and Moderate Income Households. Section 50052.5 addresses owner-occupied housing and Section 50053 addresses rental households. Affordable housing costs are a calculation of residential rent or ownership pricing not to exceed 25-percent gross income based on area median income thresholds dependent on affordability levels.

The list of incentives in the TOC Guidelines was pre-evaluated at the time the TOC Affordable Housing Incentive Program Ordinance was adopted to include types of relief that minimize restrictions on the size of the project. As such, the Director will always arrive at the conclusion that the on-menu incentives are required to provide for affordable housing costs because the incentives by their nature increase the scale of the project.

The following incentives allow the developer to reduce the required front, rear, and side yard setbacks as well as open space so that affordable housing units reserved for Extremely Low Income Households can be constructed and the overall space dedicated to residential uses is increased. These incentives are expressed in the TOC Guidelines which permit exceptions to zoning requirements that result in building design or construction efficiencies that facilitate affordable housing costs. These incentives also support the applicant's decision to reserve four (4) units for Extremely Low Income Households of the total 38 units.

**Front Yard.** Allow a front yard setback of 6 feet via the averaging of the front yard setbacks of adjoining structures in lieu of the 15 feet otherwise required by LAMC Section 12.11 C.1.

**Rear Yard.** Allow a rear yard setback of 12 feet 10 inches in lieu of the 18 feet otherwise required by LAMC Section 12.11 C.2

**Side Yards.** Allow side yard setbacks of 6 feet 4 inches in lieu of 9 feet otherwise required by LAMC Section 12.11 C.2.

**Open Space.** A 24% reduction in Open Space to allow 3,130 square feet in lieu of the 4,100 square feet otherwise required by LAMC Section 12.21 G.2.

The requested incentives are expressed in the Menu of Incentives in the TOC Guidelines



which permit exceptions to zoning requirements that result in building design or construction efficiencies that facilitate affordable housing costs.

- b. *The Incentive will have a specific adverse impact upon public health and safety or on any real property that is listed in the California Register of Historical Resources and for which there are no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to Very Low, Low and Moderate Income households. Inconsistency with the zoning ordinance or the general plan land use designation shall not constitute a specific, adverse impact upon the public health or safety.*

There is no evidence in the record that the proposed incentive will have a specific adverse impact. A “specific adverse impact” is defined as, “a significant, quantifiable, direct and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete” (LAMC Section 12.22 A.25(b)). The finding that there is no evidence in the record that the proposed incentives will have a specific adverse impact is further supported by the CEQA findings. The findings to deny an incentive under Density Bonus Law are not equivalent to the findings for determining the existence of a significant unavoidable impact under CEQA. However, under a number of CEQA impact thresholds, the City is required to analyze whether any environmental changes caused by the project have the possibility to result in health and safety impacts. For example, CEQA Guidelines Section 15065(a)(4), provides that the City is required to find a project that will have a significant impact on the environment and require an EIR if the environmental effects of a project will cause a substantial adverse effect on human beings.

The proposed project and potential impacts were analyzed in accordance with the CEQA Guidelines. The project was evaluated against the exceptions to the use of Categorical Exemptions pursuant to Section 15300.2 of the CEQA Guidelines. The Director of Planning determined that none of the exceptions apply to the proposed project and the project is Categorically Exempt from CEQA pursuant to Class 32 of the CEQA Guidelines. Therefore, there is no substantial evidence that the proposed project will have a specific adverse impact upon public health and safety or the environment, or on any real property that is listed in the California Register of Historical Resources.

The proposed project and potential impacts were analyzed in accordance with the State CEQA Statute and Guidelines. Analysis of the proposed project determined that the project is Categorically Exempt from environmental review pursuant to Article 19, Section 15332, Class 32 of the State CEQA Statute and Guidelines. Additionally, a Transportation Study Assessment Referral Form was completed showing 147 daily trips were generated, which does not exceed 250 or more daily trips requiring a Vehicle Miles Traveled analysis. Furthermore, the project was evaluated against the exceptions to use Categorical Exemptions pursuant to Section 15300.2 of the State CEQA Statute and Guidelines and determined that none of the exceptions apply to the proposed project. Additionally, the subject property has not been identified as a historic resource by local or state agencies, and the subject property has not been determined to be eligible for listing in the National Register of Historic Places, California Register of Historical Resources, the Los Angeles Historic-Cultural Monuments Register, and/or any local register; and was not found to be a potential historic resource based on the City’s Historic Places LA website or SurveyLA, the citywide survey of Los Angeles. Therefore, there is no substantial evidence that the proposed project will have a specific adverse impact

upon public health and safety or the environment, or on any real property that is listed in the California Register of Historical Resources.

## ENVIRONMENTAL FINDINGS

The City of Los Angeles has determined based on the whole of the administrative record, that substantial evidence supports that the Project is exempt from CEQA pursuant to CEQA Guidelines Section 15332, Class 32 (Infill Development Project) and that none of the exceptions to a categorical exemption pursuant to CEQA Guidelines Section 15300.2 apply.

A project qualifies for a Class 32 Categorical Exemption if it is developed on an infill site and meets the following criteria:

- (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with the applicable zoning designation and regulations;
- (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses;
- (c) The project site has no value as habitat for endangered, rare or threatened species;
- (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and
- (e) The site can be adequately served by all required utilities and public services.

The project includes the demolition of an existing one-story fourplex and the construction, use, and maintenance of a six-story, 38-unit apartment building on an approximately 9,139 square-foot lot. The project will include 20 subterranean parking spaces, 34 long-term bicycle parking spaces, and 3 short-term bicycle parking spaces. In conjunction with the construction of the apartment building, the project will require an application for a haul route for the export of 4,625 cubic yards of earth. There are three (3) non-protected trees on-site with trunk diameters greater or equal to eight (8) inches that will be removed. As a new multi-family residential structure, and as a project which is characterized as in-fill development, the project qualifies for the Section 15332, Class 32 Categorical Exemption.

The project proposes the following haul route:

Loaded trucks: North on Union Avenue to Temple Street. Right turn onto Temple Street. East on Temple Street to Glendale Boulevard. Left turn onto Glendale Boulevard. North on Glendale Boulevard and continue onto the Glendale Freeway and then merge onto the I-5. Take exit 159A and turn left on Roxford Street to Sepulveda Boulevard. Turn right onto Sepulveda Boulevard and continue to San Fernando Road. Turn left onto San Fernando Road and continue to Sunshine Canyon Road. Turn left onto Sunshine Canyon Road and continue to Sunshine Canyon Landfill.

The subject property is zoned R4-1 and has a General Plan Land Use Designation of High Medium Residential. Pursuant to Los Angeles Municipal Code (LAMC) Section 12.22 A.31, the applicant is requesting to utilize the Transit Oriented Communities (TOC) Affordable Housing Incentive Program (Tier 3) in order to qualify for base incentives for an increase in density (up to 70 percent), an increase in floor area (up to 50 percent), a reduction in parking requirements (0.5 spaces per unit), and additional incentives to reduce the required front, side and rear yards/setbacks, and to reduce the required open space up to 25 percent. With the TOC base incentives for a density increase and an FAR increase, the proposed project will comply with the density and FAR allowed on the site. As shown in the case file, the project is consistent with the applicable Westlake Community Plan designation and policies and all applicable zoning designations and regulations. The site is located in the Westlake Recovery Redevelopment

Project Area. On December 22, 2021, Planning staff approved an administrative review and noted the proposed six-story, 38-unit multi-family residential development is permitted in the High Medium Residential areas of the Westlake Redevelopment Plan consistent with the Community Plan.

The subject property is wholly within the City of Los Angeles, on a site that is approximately 9,139 square feet (0.21 acres). Lots adjacent to the subject property are predominately developed with multi-family dwellings that are three-stories or less, but also include multi-family dwellings taller than four stories and a medical facility. All lots immediately to the north, east, south, and west are zoned R4-1. Lots to the north are developed with a nursing home and multi-family dwellings that range from one- to three-stories in height. Lots to the east are developed with two-story multi-family dwellings. Lots to the south are developed with a fourteen-story multi-family building with 200 units. Lots to the west are developed with multi-family dwellings that range from one- to two-stories in height.

The subject property is previously disturbed and surrounded by development and therefore is not, and has no value as, a habitat for endangered, rare or threatened species. There are no protected trees on the site, as identified in the Tree Report prepared by William R. McKinley, Certified Arborist #WE-4578A, of McKinley and Associates, dated December 20, 2021. However, the site does contain three (3) non-protected trees with trunks that are eight (8) inches or greater in diameter on the site and one (1) street tree that will be protected during construction. All three (3) non-protected trees on the site will be removed.

The subject property is located within a Special Bureau of Engineering (BOE) Grading Area; however, specific Regulatory Compliance Measures (RCMs) in the City of Los Angeles regulate the grading and construction of projects in these particular types of “sensitive” locations and will reduce any potential impacts to less than significant. Specifically, the following RCM would apply:

- **Regulatory Compliance Measure RC-GEO-2 (Hillside Grading Area):** The grading plan shall conform with the City's Landform Grading Manual guidelines, subject to approval by the Advisory Agency and the Department of Building and Safety's Grading Division. Appropriate erosion control and drainage devices shall be provided to the satisfaction of the Building and Safety Department. These measures include interceptor terraces, berms, vee-channels, and inlet and outlet structures, as specified by Section 91.7013 of the Building Code, including planting fast-growing annual and perennial grasses in areas where construction is not immediately planned.

As previously mentioned, the project will be subject to Regulatory Compliance Measures (RCMs), which require compliance with the City of Los Angeles Noise Ordinance, pollutant discharge, dewatering, stormwater mitigations; and Best Management Practices for stormwater runoff. These RCMs will ensure the project will not have significant impacts on noise and water. Furthermore, a Vehicle Miles Traveled (VMT) calculator analysis shows that the project generates 147 daily vehicle trips and does not exceed the threshold criteria established by the Los Angeles Department of Transportation (LADOT) of 250 daily vehicle trips for preparing a traffic study. Therefore, the project will not have any significant impacts to traffic. Interim thresholds were developed by DCP staff based on CalEEMod model runs relying on reasonable assumptions, consulting with AQMD staff, and surveying published air quality studies for which criteria air pollutants did not exceed the established SCAQMD construction and operational thresholds. The subject property will be adequately served by all public utilities and services given that the construction of a 38-unit, six-story apartment building will be on a site which has been previously developed and is consistent with the General Plan. Therefore, the project meets all of the Criteria for the Class 32.

There are five (5) Exceptions which must be considered in order to find a project exempt under Class 32: (a) Cumulative Impacts; (b) Significant Effect; (c) Scenic Highways; (d) Hazardous Waste Sites; and (e) Historical Resources.

There is not a succession of known projects of the same type and in the same place as the proposed project. As mentioned, the project includes the demolition of a one-story fourplex and the construction of a six-story, 38-unit apartment building in an area zoned and designated for such development. All adjacent lots are developed with residential and medical uses, and the subject site is of a similar size and slope to nearby properties. The project utilizes a Floor Area Ratio (FAR) of 4.5:1 on a site that is permitted to have a maximum FAR of 4.5:1 per the Transit Oriented Communities Program. Thus, there are no unusual circumstances which may lead to a significant effect on the environment.

The project also requires the export of 4,625 cubic yards of earth. According to Navigate LA, there are no haul routes that are either approved or pending approval within 500 feet of the site. The haul route approval will be subject to recommended conditions prepared by the Los Angeles Department of Transportation (LADOT) to be considered by the Board of Building and Safety Commissioners that will reduce the impacts of construction related hauling activity, monitor the traffic effects of hauling, and reduce haul trips in response to congestion. Furthermore, the Department of Building and Safety (DBS) staggers the haul route schedules to ensure that all of the haul routes do not occur simultaneously. While the proposed haul route would utilize the same streets as the approved haul route identified above, it is anticipated that the projects would be in different stages of construction and concurrent use of the streets for purposes of hauling is anticipated to be minimal. Additionally, each project would be subject to the review of LADOT and the Bureau of Street Services and conditions of approval issued by the Board of Building and Safety Commissioners. Therefore, in conjunction with Citywide Regulatory Compliance Measures (RCMs) and compliance with other applicable regulations, no foreseeable cumulative impacts are expected.

Additionally, the only State Scenic Highway within the City of Los Angeles is the Topanga Canyon State Scenic Highway, State Route 27, which travels through a portion of Topanga State Park. The subject property is approximately 19 miles east from State Route 27. Therefore the project will not create any impacts within a designated as a state scenic highway. Furthermore, according to Envirostor, the State of California's database of Hazardous Waste Sites, neither the subject site, nor any site in the vicinity, is identified as a hazardous waste site. The subject property has not been identified as a historic resource by local or state agencies, and the project site has not been determined to be eligible for listing in the National Register of Historic Places, California Register of Historical Resources, the Los Angeles Historic-Cultural Monuments Register, and/or any local register; and was not found to be a potential historic resource based on the City's HistoricPlacesLA website or SurveyLA, the citywide survey of Los Angeles. The subject property is listed in the Westlake Redevelopment Plan Area survey as "not eligible, merits consideration." According to an email from the Office of Historic Resources dated January 24, 2022, it has been determined that this property requires no further historical analysis. As such, the City does not choose to treat the subject property as a historic resource. Based on this, the project will not result in a substantial adverse change to the significance of a historic resource and this exception does not apply.

#### **TIME LIMIT – OBSERVANCE OF CONDITIONS**

All terms and conditions of the Director's Determination shall be fulfilled before the use may be established. Pursuant to LAMC Section 12.25 A.2, the instant authorization is further conditional



upon the privileges being utilized within **three years** after the effective date of this determination and, if such privileges are not utilized, building permits are not issued, or substantial physical construction work is not begun within said time and carried on diligently so that building permits do not lapse, the authorization shall terminate and become void.

## **TRANSFERABILITY**

This determination runs with the land. In the event the property is to be sold, leased, rented or occupied by any person or corporation other than yourself, it is incumbent that you advise them regarding the conditions of this grant. If any portion of this approval is utilized, then all other conditions and requirements set forth herein become immediately operative and must be strictly observed.

## **VIOLATIONS OF THESE CONDITIONS, A MISDEMEANOR**

The applicant's attention is called to the fact that this grant is not a permit or license and that any permits and licenses required by law must be obtained from the proper public agency. Furthermore, if any condition of this grant is violated or not complied with, then the applicant or his successor in interest may be prosecuted for violating these conditions the same as for any violation of the requirements contained in the Municipal Code, or the approval may be revoked.

Section 11.00 of the LAMC states in part (m): "It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Code. Any person violating any of the provisions or failing to comply with any of the mandatory requirements of this Code shall be guilty of a misdemeanor unless that violation or failure is declared in that section to be an infraction. An infraction shall be tried and be punishable as provided in Section 19.6 of the Penal Code and the provisions of this section. Any violation of this Code that is designated as a misdemeanor may be charged by the City Attorney as either a misdemeanor or an infraction.

Every violation of this determination is punishable as a misdemeanor unless provision is otherwise made, and shall be punishable by a fine of not more than \$1,000 or by imprisonment in the County Jail for a period of not more than six months, or by both a fine and imprisonment."

## **APPEAL PERIOD – EFFECTIVE DATE**

**The Determination in this matter will become effective and final fifteen (15) days after the date of mailing of the Notice of Director's Determination** unless an appeal there from is filed with the City Planning Department. It is strongly advised that appeals be filed early during the appeal period and in person so that imperfections/incompleteness may be corrected before the appeal period expires. Any appeal must be filed on the prescribed forms, accompanied by the required fee, a copy of this Determination, and received and receipted at a public office of the Department of City Planning on or before the above date or the appeal will not be accepted. Forms are available on-line at <http://planning.lacity.org>.

Planning Department public offices are located at:

**Downtown Office  
Figueroa Plaza**  
201 North Figueroa Street,  
4<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 482-7077

**Valley Office Marvin Braude  
Constituent Service Center**  
6262 Van Nuys Boulevard,  
Suite 251  
Van Nuys, CA 91401  
(818) 374-5050

**West Los Angeles Office  
Development Services  
Center**  
1828 Sawtelle Boulevard  
2nd Floor  
Los Angeles, CA 90025  
(310) 231-2901

**Only an applicant or any owner or tenant of a property abutting, across the street or alley from, or having a common corner with the subject property can appeal this Density Bonus Compliance Review Determination.** Per the Density Bonus Provision of State Law (Government Code Section §65915) the Density Bonus increase in units above the base density zone limits and the appurtenant parking reductions are not a discretionary action and therefore cannot be appealed. Only the requested incentives are appealable. Per Section 12.22 A.25 of the LAMC, appeals of Density Bonus Compliance Review cases are heard by the City Planning Commission.

Verification of condition compliance with building plans and/or building permit applications are done at the Development Services Center of the Department of City Planning at Figueroa Plaza in Downtown Los Angeles, Marvin Braude Constituent Service Center in the Valley, or in West Los Angeles. In order to assure that you receive service with a minimum amount of waiting, applicants are encouraged to schedule an appointment with the Development Services Center either through the Department of City Planning website at <http://planning.lacity.org> or by calling (213) 482-7077, (818) 374-5050, or (310) 231-2901. The applicant is further advised to notify any consultant representing you of this requirement as well.

The time in which a party may seek judicial review of this determination is governed by California Code of Civil Procedures Section 1094.6. Under that provision, a petitioner may seek judicial review of any decision of the City pursuant to California Code of Civil Procedure Section 1094.5, only if the petition for writ of mandate pursuant to that section is filed no later than the 90th day following the date on which the City's decision becomes final.

Vincent P. Bertoni, AICP  
Director of Planning

Approved by:

*Eric Claros*

Eric Claros, Senior City Planner

Reviewed by:

*Monique Acosta*

Monique Acosta, City Planner

Prepared by:

*Erick Morales*

Erick Morales, Planning Assistant  
[erick.morales@lacity.org](mailto:erick.morales@lacity.org)

**C – CLASS 32 CATEGORICAL EXEMPTION (ENV-2022-311-CE)**

C.1 – VEHICLE MILES TRAVELED (VMT) CALCULATOR AND LADOT  
CONFIRMATION EMAIL

**NOTICE OF EXEMPTION**

(PRC Section 21152; CEQA Guidelines Section 15062)

Pursuant to Public Resources Code § 21152(b) and CEQA Guidelines § 15062, the notice should be posted with the County Clerk by mailing the form and posting fee payment to the following address: Los Angeles County Clerk/Recorder, Environmental Notices, P.O. Box 1208, Norwalk, CA 90650. Pursuant to Public Resources Code § 21167 (d), the posting of this notice starts a 35-day statute of limitations on court challenges to reliance on an exemption for the project. Failure to file this notice as provided above, results in the statute of limitations being extended to 180 days.

**PARENT CASE NUMBER(S) / REQUESTED ENTITLEMENTS**

DIR-2022-310-TOC-VHCA / Transit Oriented Communities and Affordable Housing Incentives

**LEAD CITY AGENCY****City of Los Angeles (Department of City Planning)****CASE NUMBER**

ENV-2022-311-CE

**PROJECT TITLE**

425 South Union Avenue

**COUNCIL DISTRICT**

1 – Cedillo

**PROJECT LOCATION** (Street Address and Cross Streets and/or Attached Map)**425 South Union Avenue, Los Angeles, CA 90017**☐ Map attached.**PROJECT DESCRIPTION:**☐ Additional page(s) attached.

Demolition of an existing fourplex and accessory building for the construction, use, and maintenance of a 38-unit residential apartment building that is six-stories, 76 inches 8 inches in height that contains 29,610 square feet of floor area on a 9,139 square-foot site.

**NAME OF APPLICANT / OWNER:****Bahram and Helen Raeen Living Trust****CONTACT PERSON** (If different from Applicant/Owner above)**David Ahadian, nur Development | Consulting****(AREA CODE) TELEPHONE NUMBER**

(310) 339-7344

**EXT.**

EXEMPT STATUS: (Check all boxes, and include all exemptions, that apply and provide relevant citations.)

**STATE CEQA STATUTE & GUIDELINES**☐ **STATUTORY EXEMPTION(S)**

Public Resources Code Section(s) \_\_\_\_\_

☒ **CATEGORICAL EXEMPTION(S)** (State CEQA Guidelines Sec. 15301-15333 / Class 1-Class 33)CEQA Guideline Section(s) / Class(es) **Section 15332 / Class 32**☐ **OTHER BASIS FOR EXEMPTION** (E.g., CEQA Guidelines Section 15061(b)(3) or (b)(4) or Section 15378(b) )**JUSTIFICATION FOR PROJECT EXEMPTION:**☒ Additional page(s) attached

The City of Los Angeles has determined based on the whole of the administrative record, that substantial evidence supports that the Project is exempt from CEQA pursuant to CEQA Guidelines Section 15332, Class 32 (Infill Development Project), and none of the exceptions to a categorical exemption pursuant to CEQA Guidelines Section 15300.2 apply. The project was found to be exempt based on the following:

**Section 15332, Class 32 - (Infill Development Project)** consists of projects characterized as in-fill development meeting the following conditions: a) the project is consistent with the applicable general plan designation and all applicable general plan policies as well as with the applicable zoning designation and regulations; b) occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; c) the site has no value as a habitat for endangered, rare or threatened species; d) would not result in any significant effects related to traffic, noise, air quality, or water quality; and e) the site can be adequately served by all required utilities and public services.

☒ None of the exceptions in CEQA Guidelines Section 15300.2 to the categorical exemption(s) apply to the Project.☐ The project is identified in one or more of the list of activities in the City of Los Angeles CEQA Guidelines as cited in the justification.

IF FILED BY APPLICANT, ATTACH CERTIFIED DOCUMENT ISSUED BY THE CITY PLANNING DEPARTMENT STATING THAT THE DEPARTMENT HAS FOUND THE PROJECT TO BE EXEMPT.

If different from the applicant, the identity of the person undertaking the project.

**CITY STAFF USE ONLY:****CITY STAFF NAME AND SIGNATURE**

Erick Morales

*Erick Morales***STAFF TITLE**

Planning Assistant

**ENTITLEMENTS APPROVED**

Transit Oriented Communities and Affordable Housing Incentives

**DEPARTMENT OF  
CITY PLANNING**

COMMISSION OFFICE  
(213) 978-1300

CITY PLANNING COMMISSION

SAMANTHA MILLMAN  
PRESIDENT

CAROLINE CHOE  
VICE-PRESIDENT

HELEN CAMPBELL  
JENNA HORNSTOCK

HELEN LEUNG

YVETTE LOPEZ-LEDESMA

KAREN MACK

DANA M. PERLMAN

RENEE DAKE WILSON

**CITY OF LOS ANGELES  
CALIFORNIA**



ERIC GARCETTI  
MAYOR

**EXECUTIVE OFFICES**

200 N. SPRING STREET, ROOM 525  
LOS ANGELES, CA 90012-4801

(213) 978-1271

VINCENT P. BERTONI, AICP  
DIRECTOR

SHANA M.M. BONSTIN  
DEPUTY DIRECTOR

ARTHI L. VARMA, AICP  
DEPUTY DIRECTOR

LISA M. WEBBER, AICP  
DEPUTY DIRECTOR

## JUSTIFICATION FOR PROJECT EXEMPTION CASE NO. ENV-2022-311-CE

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The City of Los Angeles has determined based on the whole of the administrative record, that substantial evidence supports that the Project is exempt from CEQA pursuant to CEQA Guidelines Section 15332, Class 32 (Infill Development Project) and that none of the exceptions to a categorical exemption pursuant to CEQA Guidelines Section 15300.2 apply.

A project qualifies for a Class 32 Categorical Exemption if it is developed on an infill site and meets the following criteria:

- (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with the applicable zoning designation and regulations;
- (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses;
- (c) The project site has no value as habitat for endangered, rare or threatened species;
- (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and
- (e) The site can be adequately served by all required utilities and public services.

The project includes the demolition of an existing one-story fourplex and the construction, use, and maintenance of a six-story, 38-unit apartment building on an approximately 9,139 square-foot lot. The project will include 20 subterranean parking spaces, 34 long-term bicycle parking spaces, and 3 short-term bicycle parking spaces. In conjunction with the construction of the apartment building, the project will require an application for a haul route for the export of 4,625 cubic yards of earth. There are three (3) non-protected trees on-site with trunk diameters greater or equal to eight (8) inches that will be removed. As a new multi-family residential structure, and as a project which is characterized as in-fill development, the project qualifies for the Section 15332, Class 32 Categorical Exemption.

The project proposes the following haul route:

Loaded trucks: North on Union Avenue to Temple Street. Right turn onto Temple Street. East on Temple Street to Glendale Boulevard. Left turn onto Glendale Boulevard. North on Glendale Boulevard and continue onto the Glendale Freeway and then merge onto the I-5. Take exit 159A and turn left on Roxford Street to Sepulveda Boulevard. Turn right onto Sepulveda Boulevard and continue to San Fernando Road. Turn left onto San Fernando Road and continue to Sunshine Canyon Road. Turn left onto Sunshine Canyon Road and continue to Sunshine Canyon Landfill.



The subject property is zoned R4-1 and has a General Plan Land Use Designation of High Medium Residential. Pursuant to Los Angeles Municipal Code (LAMC) Section 12.22 A.31, the applicant is requesting to utilize the Transit Oriented Communities (TOC) Affordable Housing Incentive Program (Tier 3) in order to qualify for base incentives for an increase in density (up to 70 percent), an increase in floor area (up to 50 percent), a reduction in parking requirements (0.5 spaces per unit), and additional incentives to reduce the required front, side and rear yards/setbacks, and to reduce the required open space up to 25 percent. With the TOC base incentives for a density increase and an FAR increase, the proposed project will comply with the density and FAR allowed on the site. As shown in the case file, the project is consistent with the applicable Westlake Community Plan designation and policies and all applicable zoning designations and regulations. The site is located in the Westlake Recovery Redevelopment Project Area. On December 22, 2021, Planning staff approved an administrative review and noted the proposed six-story, 38-unit multi-family residential development is permitted in the High Medium Residential areas of the Westlake Redevelopment Plan consistent with the Community Plan.

The subject property is wholly within the City of Los Angeles, on a site that is approximately 0.21 acres (9,139 square feet). Lots adjacent to the subject property are predominately developed with multi-family dwellings that are three-stories or less, but also include multi-family dwellings taller than four stories and a medical facility. All lots immediately to the north, east, south, and west are zoned R4-1. Lots to the north are developed with a nursing home and multi-family dwellings that range from one- to three-stories in height. Lots to the east are developed with two-story multi-family dwellings. Lots to the south are developed with a fourteen-story multi-family building with 200 units. Lots to the west are developed with multi-family dwellings that range from one- to two-stories in height.

The subject property is previously disturbed and surrounded by development and therefore is not, and has no value as, a habitat for endangered, rare or threatened species. There are no protected trees on the site, as identified in the Tree Report prepared by William R. McKinley, Certified Arborist #WE-4578A, of McKinley and Associates, dated December 20, 2021. However, the site does contain three (3) non-protected trees with trunks that are eight (8) inches or greater in diameter on the site and one (1) street tree that will be protected during construction. All three (3) non-protected trees on the site will be removed.

The subject site is located within a Special Bureau of Engineering (BOE) Grading Area; however, specific Regulatory Compliance Measures (RCMs) in the City of Los Angeles regulate the grading and construction of projects in these particular types of "sensitive" locations and will reduce any potential impacts to less than significant. Specifically, the following RCM would apply:

- **Regulatory Compliance Measure RC-GEO-2 (Hillside Grading Area):** The grading plan shall conform with the City's Landform Grading Manual guidelines, subject to approval by the Advisory Agency and the Department of Building and Safety's Grading Division. Appropriate erosion control and drainage devices shall be provided to the satisfaction of the Building and Safety Department. These measures include interceptor terraces, berms, vee-channels, and inlet and outlet structures, as specified by Section 91.7013 of the Building Code, including planting fast-growing annual and perennial grasses in areas where construction is not immediately planned.

As previously mentioned, the project will be subject to Regulatory Compliance Measures (RCMs), which require compliance with the City of Los Angeles Noise Ordinance, pollutant discharge, dewatering, stormwater mitigations; and Best Management Practices for stormwater runoff. These RCMs will ensure the project will not have significant impacts on noise and water. Furthermore, a Vehicle Miles Traveled (VMT) calculator analysis shows that the project generates 147 daily vehicle trips and does not exceed the threshold criteria established by the Los Angeles

Department of Transportation (LADOT) of 250 daily vehicle trips for preparing a traffic study. Therefore, the project will not have any significant impacts to traffic. Interim thresholds were developed by DCP staff based on CalEEMod model runs relying on reasonable assumptions, consulting with AQMD staff, and surveying published air quality studies for which criteria air pollutants did not exceed the established SCAQMD construction and operational thresholds. The subject property will be adequately served by all public utilities and services given that the construction of a 38-unit, six-story apartment building will be on a site which has been previously developed and is consistent with the General Plan. Therefore, the project meets all of the Criteria for the Class 32.

There are five (5) Exceptions which must be considered in order to find a project exempt under Class 32: (a) Cumulative Impacts; (b) Significant Effect; (c) Scenic Highways; (d) Hazardous Waste Sites; and (e) Historical Resources.

There is not a succession of known projects of the same type and in the same place as the proposed project. As mentioned, the project includes the demolition of a one-story fourplex and the construction of a six-story, 38-unit apartment building in an area zoned and designated for such development. All adjacent lots are developed with residential and medical uses, and the subject site is of a similar size and slope to nearby properties. The project utilizes a Floor Area Ratio (FAR) of 4.5:1 on a site that is permitted to have a maximum FAR of 4.5:1 per the Transit Oriented Communities Program. Thus, there are no unusual circumstances which may lead to a significant effect on the environment.

The project also proposes the export of 4,625 cubic yards of earth. According to Navigate LA, there are no haul routes that are either approved or pending approval within 500 feet of the site. The haul route approval will be subject to recommended conditions prepared by the Los Angeles Department of Transportation (LADOT) to be considered by the Board of Building and Safety Commissioners that will reduce the impacts of construction related hauling activity, monitor the traffic effects of hauling, and reduce haul trips in response to congestion. Furthermore, the Department of Building and Safety (DBS) staggers the haul route schedules to ensure that all of the haul routes do not occur simultaneously. While the proposed haul route would utilize the same streets as the approved haul route identified above, it is anticipated that the projects would be in different stages of construction and concurrent use of the streets for purposes of hauling is anticipated to be minimal. Additionally, each project would be subject to the review of LADOT and the Bureau of Street Services and conditions of approval issued by the Board of Building and Safety Commissioners. Therefore, in conjunction with Citywide Regulatory Compliance Measures (RCMs) and compliance with other applicable regulations, no foreseeable cumulative impacts are expected.

Additionally, the only State Scenic Highway within the City of Los Angeles is the Topanga Canyon State Scenic Highway, State Route 27, which travels through a portion of Topanga State Park. The site is approximately 19 miles east from State Route 27. Therefore the subject site will not create any impacts within a designated as a state scenic highway. Furthermore, according to Envirostor, the State of California's database of Hazardous Waste Sites, neither the subject site, nor any site in the vicinity, is identified as a hazardous waste site. The project site has not been identified as a historic resource by local or state agencies, and the project site has not been determined to be eligible for listing in the National Register of Historic Places, California Register of Historical Resources, the Los Angeles Historic-Cultural Monuments Register, and/or any local register; and was not found to be a potential historic resource based on the City's HistoricPlacesLA website or SurveyLA, the citywide survey of Los Angeles. The subject site is listed in the Westlake Redevelopment Plan Area survey as "not eligible, merits consideration." According to an email from the Office of Historic Resources dated January 24, 2022, it has been determined that this property requires no further historical analysis. As such, the City does not choose to treat the site as a historic resource. Based on this, the project will not result in a

substantial adverse change to the significance of a historic resource and this exception does not apply.

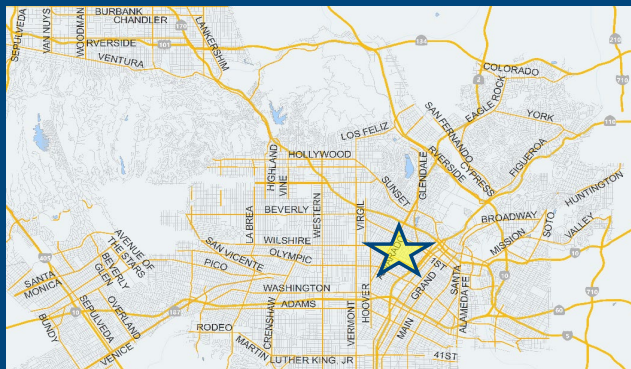
# CITY OF LOS ANGELES VMT CALCULATOR Version 1.3



*Project Screening Criteria: Is this project required to conduct a vehicle miles traveled analysis?*

## Project Information

**Project:**  
**Scenario:**  
**Address:** 425 S UNION AVE, 90017



Is the project replacing an existing number of residential units with a smaller number of residential units AND is located within one-half mile of a fixed-rail or fixed-guideway transit station?

☒ Yes ☐ No

## Existing Land Use

Land Use Type	Value	Unit
Housing   Multi-Family	4	DU
Housing   Multi-Family	4	DU

[Click here to add a single custom land use type \(will be included in the above list\)](#)

## Proposed Project Land Use

Land Use Type	Value	Unit
Housing   Affordable Housing - Family	4	DU
Housing   Multi-Family	34	DU
Housing   Affordable Housing - Family	4	DU

[Click here to add a single custom land use type \(will be included in the above list\)](#)

## Project Screening Summary

Existing Land Use	Proposed Project
<b>17</b> Daily Vehicle Trips	<b>147</b> Daily Vehicle Trips
<b>113</b> Daily VMT	<b>971</b> Daily VMT
<b>Tier 1 Screening Criteria</b>	
Project will have less residential units compared to existing residential units & is within one-half mile of a fixed-rail station. <input type="checkbox"/>	
<b>Tier 2 Screening Criteria</b>	
The net increase in daily trips < 250 trips	<b>130</b> Net Daily Trips
The net increase in daily VMT ≤ 0	<b>858</b> Net Daily VMT
The proposed project consists of only retail land uses ≤ 50,000 square feet total.	<b>0.000</b> ksf
<b>The proposed project is not required to perform VMT analysis.</b>	

**D – APPEAL NO. 1 (BRANDI AND CHRISTIAN GARRIS)**





## APPLICATIONS:

# APPEAL APPLICATION

## Instructions and Checklist

**Related Code Section:** Refer to the City Planning case determination to identify the Zone Code section for the entitlement and the appeal procedure.

**Purpose:** This application is for the appeal of Department of City Planning determinations authorized by the Los Angeles Municipal Code (LAMC).

### A. APPELLATE BODY/CASE INFORMATION

#### 1. APPELLATE BODY

- ☐ Area Planning Commission    ☒ City Planning Commission    ☐ City Council    ☐ Director of Planning  
☐ Zoning Administrator

Regarding Case Number: DIR-2022-310-TOC-VHCA

Project Address: 425 S. Union Avenue

Final Date to Appeal: 08/03/2022

#### 2. APPELLANT

**Appellant Identity:**  
(check all that apply)

- ☐ Representative    ☒ Property Owner  
☐ Applicant    ☐ Operator of the Use/Site

☒ Person, other than the Applicant, Owner or Operator claiming to be aggrieved  
Owners of Building next door at 429 S Union

☐ Person affected by the determination made by the **Department of Building and Safety**

- ☐ Representative    ☐ Owner    ☐ Aggrieved Party  
☐ Applicant    ☐ Operator

#### 3. APPELLANT INFORMATION

Appellant's Name: Christian and Brandi Garris

Company/Organization: Law Offices of Christian J. Garris, owners of 429 S Union Avenue

Mailing Address: 633 W. 5th Street, 28th Floor

City: Los Angeles    State: CA    Zip: 90071

Telephone: (626) 533-3467    E-mail: christiangarris@yahoo.com

a. Is the appeal being filed on your behalf or on behalf of another party, organization or company?

☒ Self    ☐ Other: \_\_\_\_\_

b. Is the appeal being filed to support the original applicant's position?    ☐ Yes    ☒ No

#### 4. REPRESENTATIVE/AGENT INFORMATION

Representative/Agent name (if applicable): \_\_\_\_\_

Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

#### 5. JUSTIFICATION/REASON FOR APPEAL

a. Is the entire decision, or only parts of it being appealed? ☒ Entire ☐ Part

b. Are specific conditions of approval being appealed? ☐ Yes ☐ No

If Yes, list the condition number(s) here: \_\_\_\_\_

Attach a separate sheet providing your reasons for the appeal. Your reason must state:

- ☒ The reason for the appeal ☒ How you are aggrieved by the decision  
☒ Specifically the points at issue ☒ Why you believe the decision-maker erred or abused their discretion

#### 6. APPLICANT'S AFFIDAVIT

I certify that the statements contained in this application are complete and true:

Appellant Signature:  Date: 8/2/22

#### GENERAL APPEAL FILING REQUIREMENTS

#### B. ALL CASES REQUIRE THE FOLLOWING ITEMS - SEE THE ADDITIONAL INSTRUCTIONS FOR SPECIFIC CASE TYPES

##### 1. Appeal Documents

a. **Three (3) sets** - The following documents are required for each appeal filed (1 original and 2 duplicates)  
Each case being appealed is required to provide three (3) sets of the listed documents.

- ☐ Appeal Application (form CP-7769)  
☐ Justification/Reason for Appeal  
☐ Copies of Original Determination Letter

##### b. Electronic Copy

- ☐ Provide an electronic copy of your appeal documents on a flash drive (planning staff will upload materials during filing and return the flash drive to you) or a CD (which will remain in the file). The following items must be saved as individual PDFs and labeled accordingly (e.g. "Appeal Form.pdf", "Justification/Reason Statement.pdf", or "Original Determination Letter.pdf" etc.). No file should exceed 9.8 MB in size.

##### c. Appeal Fee

- ☐ Original Applicant - A fee equal to 85% of the original application fee, provide a copy of the original application receipt(s) to calculate the fee per LAMC Section 19.01B 1.  
☒ Aggrieved Party - The fee charged shall be in accordance with the LAMC Section 19.01B 1.

##### d. Notice Requirement

- ☐ Mailing List - All appeals require noticing per the applicable LAMC section(s). Original Applicants must provide noticing per the LAMC  
☐ Mailing Fee - The appeal notice mailing fee is paid by the project applicant, payment is made to the City Planning's mailing contractor (BTC), a copy of the receipt must be submitted as proof of payment.

**SPECIFIC CASE TYPES - APPEAL FILING INFORMATION**

**C. DENSITY BONUS / TRANSIT ORIENTED COMMUNITES (TOC)**

**1. Density Bonus/TOC**

Appeal procedures for Density Bonus/TOC per LAMC Section 12.22.A 25 (g) f.

**NOTE:**

- Density Bonus/TOC cases, only the *on menu or additional incentives* items can be appealed.
- Appeals of Density Bonus/TOC cases can only be filed by adjacent owners or tenants (must have documentation), and always only appealable to the Citywide Planning Commission.
- ☒ Provide documentation to confirm adjacent owner or tenant status, i.e., a lease agreement, rent receipt, utility bill, property tax bill, ZIMAS, drivers license, bill statement etc.

**D. WAIVER OF DEDICATION AND OR IMPROVEMENT**

Appeal procedure for Waiver of Dedication or Improvement per LAMC Section 12.37 I.

**NOTE:**

- Waivers for By-Right Projects, can only be appealed by the owner.
- When a Waiver is on appeal and is part of a master land use application request or subdivider's statement for a project, the applicant may appeal pursuant to the procedures that governs the entitlement.

**E. TENTATIVE TRACT/VESTING**

**1. Tentative Tract/Vesting** - Appeal procedure for Tentative Tract / Vesting application per LAMC Section 17.54 A.

NOTE: Appeals to the City Council from a determination on a Tentative Tract (TT or VTT) by the Area or City Planning Commission must be filed within 10 days of the date of the written determination of said Commission.

- ☐ Provide a copy of the written determination letter from Commission.

**F. BUILDING AND SAFETY DETERMINATION**

- ☐ **1.** Appeal of the Department of Building and Safety determination, per LAMC 12.26 K 1, an appellant is considered the **Original Applicant** and must provide noticing and pay mailing fees.

**a. Appeal Fee**

- ☐ Original Applicant - The fee charged shall be in accordance with LAMC Section 19.01B 2, as stated in the Building and Safety determination letter, plus all surcharges. (the fee specified in Table 4-A, Section 98.0403.2 of the City of Los Angeles Building Code)

**b. Notice Requirement**

- ☐ Mailing Fee - The applicant must pay mailing fees to City Planning's mailing contractor (BTC) and submit a copy of receipt as proof of payment.

- ☐ **2.** Appeal of the Director of City Planning determination per LAMC Section 12.26 K 6, an applicant or any other aggrieved person may file an appeal, and is appealable to the Area Planning Commission or Citywide Planning Commission as noted in the determination.

**a. Appeal Fee**

- ☐ Original Applicant - The fee charged shall be in accordance with the LAMC Section 19.01 B 1 a.

**b. Notice Requirement**

- ☐ Mailing List - The appeal notification requirements per LAMC Section 12.26 K 7 apply.
- ☐ Mailing Fees - The appeal notice mailing fee is made to City Planning's mailing contractor (BTC), a copy of receipt must be submitted as proof of payment.

## G. NUISANCE ABATEMENT

### 1. Nuisance Abatement - Appeal procedure for Nuisance Abatement per LAMC Section 12.27.1 C 4

#### NOTE:

- Nuisance Abatement is only appealable to the City Council.

#### a. Appeal Fee

- ☐ Aggrieved Party the fee charged shall be in accordance with the LAMC Section 19.01 B 1.

### 2. Plan Approval/Compliance Review

Appeal procedure for Nuisance Abatement Plan Approval/Compliance Review per LAMC Section 12.27.1 C 4.

#### a. Appeal Fee

- ☐ Compliance Review - The fee charged shall be in accordance with the LAMC Section 19.01 B.
- ☐ Modification - The fee shall be in accordance with the LAMC Section 19.01 B.

## NOTES

*A Certified Neighborhood Council (CNC) or a person identified as a member of a CNC or as representing the CNC may not file an appeal on behalf of the Neighborhood Council; persons affiliated with a CNC may only file as an individual on behalf of self.*

**Please note** that the appellate body must act on your appeal within a time period specified in the Section(s) of the Los Angeles Municipal Code (LAMC) pertaining to the type of appeal being filed. The Department of City Planning will make its best efforts to have appeals scheduled prior to the appellate body's last day to act in order to provide due process to the appellant. If the appellate body is unable to come to a consensus or is unable to hear and consider the appeal prior to the last day to act, the appeal is automatically deemed denied, and the original decision will stand. The last day to act as defined in the LAMC may only be extended if formally agreed upon by the applicant.

This Section for City Planning Staff Use Only		
Base Fee:	Reviewed & Accepted by (DSC Planner):	Date:
Receipt No:	Deemed Complete by (Project Planner):	Date:
<input type="checkbox"/> Determination authority notified		<input type="checkbox"/> Original receipt and BTC receipt (if original applicant)

## **Appeal Letter**

This is an appeal of the Director of Planning's Density Bonus Compliance Review Determination of July 19, 2022, regarding 425 South Union Avenue, Case No. DIR-2022-310-TOC-VHCA ("the Review Determination"). We are the owners of the adjacent property to the south, 429 South Union Avenue, and therefore have standing to bring this appeal. We believe the Planning Department erred in approving this application due to a number of inaccurate facts in the applicant's representation of structural and environmental conditions that will create hazards for neighboring properties.

### **1. The Subterranean Railway Easement Has Not Been Considered**

The easement is for a tunnel underneath the property for the operation of the Pacific Electric Railway. It is fifteen feet of the southern portion of the entire lot extending from the front to the rear. A similar easement exists on our lot, which neighbors the subject property to the south. This railway tunnel is of unknown condition, and we are very concerned that the proposed excavation of a subterranean parking structure on the property line and within this easement could cause our structure to collapse. It appears that no consideration to this 100-year old tunnel has occurred, and no evaluation of its impact has been made. Furthermore, given the existence of the easement, it does not appear that it would be possible to construct subterranean parking as it would violate the conditions of the easement, which prohibits any interference with the tunnel. It is also unclear what the depth of the proposed footings and foundation system would be in the proposed building.

At a minimum, the condition of the tunnel should be investigated. Before any major structure can be built on this lot, a survey of the tunnel underneath this lot must be conducted. The proposed structure both in terms of the proposed subterranean parking and the massive load presented by the seven-story proposed building must be evaluated from an engineering perspective. As it stands, the danger to our property is unknown. Planning should require an engineering study of the tunnel, and the impact that the proposed structure would have on our structure should be studied from an engineering standpoint. Since the easement should prohibit the construction of a subterranean parking structure, the project should not be approved, because the plans without subterranean parking do not comply with the parking space requirements for such a structure. (LAMC sec. 12.22 A.31.)

#### **a. The City of Los Angeles Has Already Experienced Major Issues Arising out of Failing to Consider the Effects of Subterranean Tunnels**

In 1995, the Los Angeles Times reported:

Faulty and "unrealistic" design work by two of the main contractors on the Los Angeles subway project triggered the dramatic collapse of an 80-foot-wide chunk

of Hollywood Boulevard four months ago, according to a troubling report released Thursday that rebuts past assertions from transit officials about who was to blame for the sinkhole.

“Report Blames Contractors for Tunnel Collapse,” *Los Angeles Times* (October 20, 1995).

Hollywood Boulevard partially collapsed during the construction of the Red Line due to inadequate consideration of the engineering effects of tunneling adjacent to existing structures. In addition to these high-profile events, the Red Line project to date had been plagued with fines for health and safety violations, serious and minor injuries, events on tunneling sites which had either caused program delays or increased costs or both, and incidents over which State and Federal officials have had cause to take action. In the summer of 1994, for example, it was reported in the *Los Angeles Times* newspaper that the Federal government withheld \$1.6 billion in approved funds for Metro projects until such time as MTA officials could demonstrate that they were able to manage the project. The funding was released soon after; but then, in June 1995, perhaps the last straw in this apparent trail of poor management, poor workmanship and deficient construction supervision occurred when Hollywood Boulevard dramatically collapsed. See “Investigation of Tunnel Collapse and Sinkhole,” *Los Angeles County Metropolitan Transit Authority* (Oct. 17. 1995).

There was an unrealistic design and lack of engineering that caused sink holes around tunnels in 1995. The design at issue here does not even address whether it can be constructed over a tunnel or even how it could be constructed even if no tunnel existed. When the Red Line was built, there were a number of fires, sinkholes and explosions associated with working in and around these tunnels. Further engineering needs to be completed here to determine the feasibility of this project.

**b. The Engineering Necessary to Establish the Feasibility of This Project Has Not Been Completed**

Without a proper engineering plan, environmental reports and a robust budget that accounts for the many delays associated with tunneling beneath LA, as an adjacent property owner, planning is gambling with our substantial investment and the lives of many hundreds of people living in neighboring structures. We cannot risk a poorly-designed and planned structure which gives no information about how they plan to deal with the engineering challenges of disturbing land in the middle of an easement that deals with a subway tunnel. The reduction of setbacks allows them to get even closer to our structure without a proper engineering plan or any environmental reports to review and evaluate whether this structure can even be built safely.



## **2. There Are Inadequate Grounds to Waive the Side Setback Requirements**

The required side yard setback is nine feet. (LAMC sec. 12.11 C.2.) The Review Determination allowed for a setback of six feet, four inches.

Our two-story building is located next door at 429 South Union, if a six-story building were to be built six feet away from it would substantially damage our tenants' ability to enjoy the property as it presently exists. Nearly all of the light comes to our units from the windows on the northern side of the building. If this building were constructed, our building would be cast into perpetual darkness with a 76-foot building just six feet away. We might lose tenants and our ability to re-rent these units could be comprised, causing us a financial injury.

The setbacks were approved due to the posed inclusion of four affordable units. The issue is that four affordable units already exist at the site and are occupied by low income persons who will be displaced should this project be approved.

The proposed building will have a specific adverse impact due to the scale of this building being constructed six feet away from our existing building. It will substantially impact our tenants' ability to not live in complete darkness in the shadow of a six-story building.

## **3. The Existing Structure Has Historic Significance and Should Not Be Demolished**

The courtyard building at 425 S Union Ave is a five unit building arranged in a "C" shape with the courtyard next to the side of 429 S. Union, which was built 5 years later. This relatively early example of a bungalow court built in 1921, appears to have been built by the same owners or family that built 429 Union 5 years later. As the extensive survey excerpt above references, some more rare examples have bungalow courts have apartment buildings associated with them. The units have nearly all the original window openings with the churrigueresque details surrounding them intact, despite the window sash being replaced at some point, likely in 2001-2007. It would not be difficult to re-create the original wood double hung sash windows as one of the bungalows has the original wood windows intact. Interestingly, the 2009 survey identifies just one bungalow court older than this one and most slated for possible preservation are 1922 or after. This bungalow court is one of the earlier examples and is naturally occurring affordable housing that allows open space in a dense neighborhood, but still allows for ample parking and multiple families to reside on a single lot. The building at 425 S Union was recently sold to a developer who appears to be planning a 6 story, 38 unit apartment building that is completely out of character for this important stretch of Union Ave.

In Westlake, bungalow courts and other variants of courtyard apartments were constructed in mixed blocks with small apartments, commercial buildings, and

single-family residences. Notable concentrations occurred along Burlington, Union, and Columbia Avenues north of 6th Street.”

This collection of bungalows are across the street from the famed Osiris Apartments, with its lovely neon roof sign, and is one of a number of small bungalow courts and low rise 1920's Spanish and other Revival style buildings. “In some cases (such as on Rampart Boulevard and Union Avenue), an entire block of moderately-priced apartment buildings went up within the span of a year or two, creating an instantly dense multifamily community from an area originally subdivided for residences. Generally built to fill the intense need for affordable housing near employment centers and to ensure a sufficient return on investment, small apartments were designed to fill as much of a narrow residential lot as possible while still allowing for some natural light to reach side units, leading to the U, T, or barbell shape that builders of affordable apartments had used for decades in New York and Chicago. The sides and rear were usually left plain, while builders applied decorative treatments that reflected popular period-revival styles of the 1920s, including Mediterranean/Spanish Colonial, Tudor, Renaissance, and Classical revival styles. A few owners chose playful façades to call attention to their property, such as the Egyptian-style columns of the Osiris Apartments (1926).”

⇒ Four or more related units on one or two residential lots. Some may also have a larger central apartment building associated with the units.

⇒ Units all have the same basic elements of a contemporary architectural style, including Mission Revival, Spanish Colonial Revival, Tudor Revival, and Streamline Moderne. The closest units to the street may be more ornate than units which are less publicly visible.

⇒ Units are oriented toward a landscaped courtyard or pathway.

“Westlake Recovery Community Redevelopment Area Intensive Survey” City of Los Angeles (2009).

425 and 429 S Union appear to have been built to complement each other, there is a courtyard area that is situated between 429 and 425 Union that is now split with a chain link fence but appears to have been open as recently as 15-20 years ago when both were owned by the same owner. As the owner of 429 S Union Ave, I discovered most of the architectural details of the building are intact, including the original quoins and other ornamentation of the façade of the building. The wrought iron work appears to be original on the façade as well. The building is a two story garden style apartment building with an unusual footprint. It has the barbell style shape, but has five adjoining sections so that the entire building has courtyards on both sides and allows light on both

sides of the building. The floorplan of each of the 20 units is nearly identical and has a railroad style layout that is dependant on the light created by the low rise building at 425 S Union and its open space.

The only high rise on this block is an unfortunate concrete structure that is a HUD type building that is out of character and style of the neighboring buildings. It would be unfortunate if this development of a 6 story 38 unit building replaced this small, single story bungalow court. This could be starting another chain reaction of demolition of these valuable, and increasingly rare, affordable units in this historic neighborhood. This bungalow courtyard building deserves to be saved and should be considered for designation, along with my building at 429 S Union Ave, which is adjacent to the courtyard these units were centered on.

In 429 Union all of the original casement windows and ornamental front doors and hardware are present on the front of the building and I have restored them since 2015 when I purchased the building. I have been restoring the building for the past seven years to return any missing details removed over the years and replacing with identical or very similar architectural salvage pieces sourced from all over the US. The exterior is almost entirely original, with all the original door and window openings intact, and the few missing windows now replaced with period appropriate wooden replacements to match the original windows that were removed. The condition of 425 S Union is similar, requiring only small changes to restore it to original condition from 1921.

These two buildings are part of a group of bungalow courts, low rise garden style apartment buildings and a few other low rise 1920's buildings that are fairly intact and undisturbed and clustered along Union Ave which was built up quickly from around 1921-1927. These buildings likely were serviced by the Young's Market chain of food stores which were headquartered nearby, just a few blocks down on Union Avenue.

Comparison of the 1923 Sanborn maps to the 1933–1949 Sanborn maps shows that after 1923, the sections of South Alvarado Street between West 6th and West 7th Streets transitioned from primarily residential properties to mostly commercial development, as did several other areas within the area. In 1923, the center of commercial land use was at the intersection of 7th Street and South Alvarado Streets, which were both on the routes of the Los Angeles Railway Yellow Cars. A few other commercial areas had emerged by 1923, including clusters of two to five shops along 7th Street at Valencia Street and at Union Avenue. In 1924, Young's Market moved into its new Renaissance Revival-style headquarters on the southwest corner of 7th Street and Union Avenue. Constructed of granite and limestone, the five-story building was admired early on for its terra cotta frieze in the style of Italian Renaissance sculptor Della Robbia. Young's Market ran a chain of 43 southern California markets from this building.

“Westlake Recovery Community Redevelopment Area Intensive Survey” City of Los Angeles (2009).

Tearing down or significantly altering any of the buildings along this stretch of Union Ave would be a threat to the historic character of the Westlake area. Neglect of these buildings for decades has allowed them to remain relatively untouched and free from the heavy development that destroyed the character of the Bunker Hill neighborhood and so many other vibrant and unique areas of Los Angeles. I would like to preserve the character, feel and history of Westlake and the roaring twenties time when these structures were built. Allowing a 6 story building to tear through the fabric of this low rise, affordable neighborhood would be tragic mistake. This street has many more historically viable structures that are untouched than much of Los Angeles. The ability of this neighborhood to be a walk-able, vibrant multi-family version of Angelino Heights is still possible. I hope to be a part of the preservation of Union Avenue, and I hope you will help me in my quest to restore and protect these buildings into the next century. This year marks the 101st birthday of 425 S Union Avenue, perhaps we can honor it by not tearing it down to make way for another generic high rise “luxury” apartment complex.

#### **4. The Applicant Cannot Complete the Project Within Three Years, and the Applicant Did Not Adequately Advise HCIDLA Regarding the Occupants of the Current Units**

Erick Morales in the Planning Department has kindly alerted us to a few potential issues with the HCIDLA portion of the application. We have just received a copy of the TOC Replacement Unit Determination from records management since being alerted to the fact that the developers had indicated in their application that three out of four units are not tenant occupied, but occupied by the family of the developer. This assertion has been verified, and records management has just sent the paperwork over today. It would appear that the application has been pushed through the process with information about who the tenants are that is not accurate. We would like adequate time to evaluate this TOC determination and for this process to be based on an accurate evaluation of the people living in these four units and the rents they are paying in order to comply with the requirements of the 1999 redevelopment survey. We have included a copy of the letter where the owner claimed that 3 out of 4 units are owner occupied, yet we personally know multiple tenants who are not related to this developer and have lived there for decades. There were four low income tenants paying between \$700 to around \$1100 in rent when the developer purchased these units in or around 12/2020.

We personally know several of the four tenants of this building and interact with them daily. None of these people are family of the developers as was alleged. We would like

to evaluate this document and believe we have a right to have the time to appeal based on this information which had been provided to us just hours before the appeal was due. In the recent past, there have been several determinations that have been provided to those in the radius AFTER the deadline to appeal. For instance, we received notification of the Density Bonus and Affordable Housing Incentives program that allows for reduced setback in May 2019 in June 2019, well after the deadline to appeal had expired. This brief time to appeal has resulted in major setback reductions, CEQA exemptions and reduced green space areas that affect all neighboring residents. This developer has demonstrated repeatedly they will falsify documents and attempt to push this project through at any cost. All portions of their application should be re-evaluated for incorrect or misleading information and rejected based on false or misleading statements.

**a. The Proposed Project Cannot Be Completed Within Three Years**

Additionally, there are questions about whether this project can be completed within the proper timelines and if there will be an impact to the neighborhood traffic and other considerations. The developer is also using entitlements from the attached 1999 Description of the Land Within the Westlake Recovery Redevelopment Project that clearly states (part L and M page 10):

The time limitations that are contained in the Redevelopment plan are reasonably related to the proposed projects to be implemented in the Project Area and to the Agency to eliminate blight within the project area. The City Council is satisfied that permanent housing facilities will be available within three (3) years from the time the occupants of the Project Area are displaced and that pending the development of the facilities, there will be available to the displaced occupants adequate temporary housing facilities AT RENTS COMPARABLE to those in the community at the time of the displacement.

**b. The Proposed Project Seeks to Improperly Relocate Existing Tenants**

The current tenants pay from \$700 to \$1,200 per month for their units. Half of the units are paying around \$700, which is less than a third to 20 percent BELOW MARKET rents. There are no units currently available anywhere in Los Angeles, or even California, that have a one to two-bedroom stand alone house for \$700 that a family can rent. At least one or two of these families have been in these units for three to four decades at this rental amount. Displacing these families will result in their inability to follow the guidelines outlined in the Redevelopment plan and result in demolition of housing that cannot possibly be completed in less than three years in the current economic climate. The developer should be forced to have a complete financial plan, engineering plans, DOT traffic studies and environmental reports completed prior to removing tenants and demolishing any structures. This thrown together concept

addresses none of the engineering , housing, environmental or traffic challenges created by replacing four small homes with a 38-unit high rise on an easement they have no right to build on.

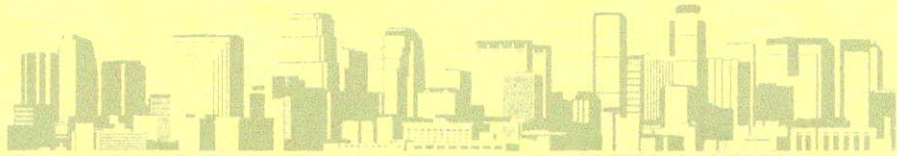
## **5. The Factual Basis for the Exemptions Relies on Inaccurate Factual Representations of the Neighborhood**

In the CEQA notice of exemptions granted by planning, there are a number of factual errors. The developer claimed that there are no other planned developments of this size in the area. In fact, at 500 South Union, there is another 100-unit complex also planned. The report also claims that there are multiple other buildings of this size and character, when in fact, there is only one 14-story 200-unit building and one three-story 30-unit building across the street (Osiris 1926). All other buildings surrounding the area are one and two-story structures that are typically 20 units or less. This development claims there will be no impact to the environment replacing four 4 single-story houses with a six-story structure with inadequate underground parking for the 38 proposed units. There should be a requirement to provide a traffic study and environmental reports to support their assertion that four units will have the same impact as 38 units.

The other 100-unit property should be considered across the street. Altogether, there will be an additional 134 units, and all the cars associated with those units, spilling on to an already overly-crowded area that is one of the most dense neighborhoods in Los Angeles. Westlake has been one of the most dense neighborhood since the early 1920's in fact. The project makes use of three TOC exemptions and claims that the threshold of 250 daily trips would not be reached by the vehicles servicing this project. With 38 units that are occupied by multiple people, there will be an average of 2 cars per unit, that is 76 cars instead of 8 and those 76 cars would only have to do approximately 3.2 car trips a day to exceed the 250 trip threshold. It is fairly safe to say most people drive at least to work and back, which is two trips and with just one other trip per day, the threshold is met or exceeded. Therefore, it is not accurate to say this project will not have an environmental effect on the neighborhood. This does not even account for the other 100-unit building with its 200 cars that is less than half a block away. None of these factors were accurately reported by the developer and these, along with other discrepancies which will likely come to light, need to be addressed with the proper oversight from an environmental review, a DOT traffic study and proper engineering to address potential threats to the neighborhood safety, well-being and character.

As an owner who has put millions of dollars into restoring a building while providing affordable housing without demolishing existing buildings, we oppose the demolition of structures that will destroy our investment and the neighborhood surrounding it. There is no reason to destroy existing affordable housing to create more luxury housing.





## Los Angeles County Registrar-Recorder/County Clerk

Dean C. Logan  
Registrar-Recorder/County Clerk

### UN DOCUMENTO HA SIDO REGISTRADO CONTRA SU PROPIEDAD

***Obtenga Ayuda Gratuita Del Departamento de Servicios para Consumidores y Negocios  
Llámenos Gratuitamente al (855) 351-0066***

Estimado Propietario,

Le adjuntamos una copia de un documento que ha sido registrado contra su propiedad con el Departamento de Registros del Condado de Los Ángeles (*County of Los Angeles Registrar-Recorder/County Clerk*). Esto es para informarle de cambios importantes sobre el título de su propiedad y protegerlo contra el fraude.

**Por favor revise el documento adjunto para asegurarse de que esta correcto.** Asegúrese de que usted hizo esta transacción, su firma es auténtica, y que no se hicieron cambios después de que usted lo firmó. El documento adjunto es una copia no-oficial de:

- **Escritura de Transferencia (*Grant Deed*) o Escritura de Traspaso de Finiquito (*Quitclaim Deed*):**  
Este documento se registra cuando su propiedad cambia de dueño. Esto incluye la compra o venta de la propiedad, la adición o eliminación de un propietario, o la transferencia a un fideicomiso en vida (*living trust*). El original se le enviará por correo.
- **Escritura de Fideicomiso Hipotecario (*Deed of Trust*):**  
Este documento se registra cuando usted pide un préstamo para comprar o refinanciar su propiedad, o cuando obtiene una línea de crédito, una hipoteca inversa, o paga una fianza para alguien. El documento original se envía por correo a su prestamista.

### Llámenos si tiene preguntas

Le urgimos que se comunique con El Departamento de Servicios para Consumidores y Negocios al número gratuito **(855) 351-0066**, o por correo electrónico al [homehelp@dcba.lacounty.gov](mailto:homehelp@dcba.lacounty.gov) para obtener ayuda gratuita. Nuestros especialistas están disponibles para contestar cualquier pregunta e informarle acerca de las estafas más recientes. Todos nuestros servicios son totalmente gratuitos.

Atentamente,

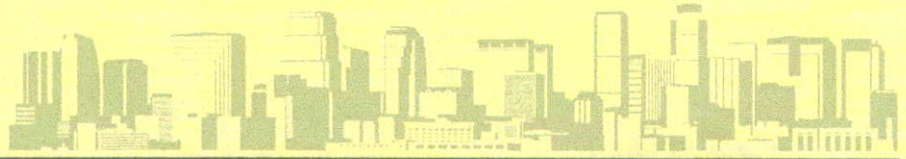
DEAN C. LOGAN  
Registrar-Recorder/County Clerk

RAFAEL CARBAJAL  
Director, Department of Consumer and Business Affairs

Visite El Departamento de Servicios para Consumidores y Negocios por internet  
para presentar una queja de bienes raíces: [dcba.lacounty.gov](http://dcba.lacounty.gov)

Esta notificación se envía en cumplimiento con la Sección del Código de Gobierno 27297.6. Updated: July 12, 2021





Los Angeles County Registrar-Recorder/County Clerk

Dean C. Logan  
Registrar-Recorder/County Clerk

## A DOCUMENT HAS BEEN RECORDED ON YOUR PROPERTY

**Get Free Help from the Department of Consumer and Business Affairs  
Call Toll Free (855) 351-0066**

Dear Property Owner,

We are sending you the enclosed copy of a recorded real estate document to keep you informed of important changes regarding your property and protect your home from real estate fraud. Los Angeles County is here to help if you have a question or problem.

**Please check the enclosed document to make sure it is correct.** Make sure that you made this transaction, your signature is correct, and changes were not made to the document after you signed. The enclosed document is an unofficial copy of either:

- **Grant Deed or Quitclaim Deed:**

This document is recorded when your property changes ownership. This includes buying or selling the property, adding or removing an owner, or placing the property into or out of a living trust. The original will be mailed to you.

- **Deed of Trust:**

This document is recorded when you borrow money to buy, refinance, or take a loan on your property. It is also recorded when you get an equity line of credit, a reverse mortgage, or post bail for someone. The original is mailed to your lender.

### Call Us If You Have a Question

We strongly encourage you to contact the Department of Consumer and Business Affairs at **(855) 351-0066** (toll free) or **homehelp@dcba.lacounty.gov** for free help. Our staff is here to help you with any questions you have and help you avoid becoming a victim of a real estate scam. All of our services are free.

Sincerely,

DEAN C. LOGAN  
Registrar-Recorder/County Clerk

RAFAEL CARBAJAL  
Director, Department of Consumer  
and Business Affairs

Visit Consumer and Business Affairs online to file a real estate complaint: [dcba.lacounty.gov](http://dcba.lacounty.gov)

This notification is sent in compliance with Government Code Section 27297.6. Updated July 12, 2021





LOS ANGELES COUNTY  
**CONSUMER &  
BUSINESS AFFAIRS**

Condado de Los Angeles  
**Departamento de Servicios  
para Consumidores y Negocios**



## **Un Documento Ha Sido Registrado Contra su Casa ¿TIENE PREGUNTAS? Llámenos: (855) 351-0066**

No importa que problemas tenga, el Departamento de Servicios para Consumidores y Negocios esta aquí para ayudarle. Llámenos inmediatamente si:

- ☐ Su casa fue vendida sin su conocimiento.
- ☐ El título de su casa fue transferido sin su conocimiento.
- ☐ El documento fue alterado después que lo firmo.
- ☐ Su firma fue falsificada.
- ☐ Faltan paginas o las copias no están claras.
- ☐ No entiende el documento.



### **¡Dueños de Propiedad Cuentan con Nosotros!**

El enviarle la copia adjunta del documento registrado contra su casa es solo una manera de ayudarle a protegerse como dueño de propiedad. Llámenos con cualquier problema relacionado a su propiedad. Podemos investigar su queja. También podemos ayudarle a:

- ☐ Evitar estafas
- ☐ Trabajar con su prestamista
- ☐ Protegerse contra las estafas de ejecuciones hipotecarias

**Nuestros especialistas están listos para ayudarle!**

**Llámenos gratuitamente: (855) 351-0066**

**Escribanos por correo electrónico: [homehelp@dcba.lacounty.gov](mailto:homehelp@dcba.lacounty.gov)**

Kenneth Hahn Hall of Administration • 500 W. Temple Street, Room B-96 • Los Angeles, CA 90012-2706

Updated: Oct. 1, 2015





LOS ANGELES COUNTY  
**CONSUMER &  
BUSINESS AFFAIRS**

*Your Partner  
in Homeownership*



## **A Deed Has Been Recorded on Your Home HAVE A QUESTION? Call (855) 351-0066**

No matter what homeownership challenge you are facing, the Department of Consumer and Business Affairs is here to help. Call us right away if:

- ☐ Your home was sold without your knowledge.
- ☐ The title was transferred without your knowledge.
- ☐ The document was changed after you signed it.
- ☐ Your signature was forged.
- ☐ Some pages are missing or the copies are not clear.
- ☐ You don't understand the document.



### **Homeowners Can Count on Us!**

Sending you the enclosed copy of the recorded deed is one way we help you protect you as a homeowner. Contact us with any homeownership problems you have. We can investigate your complaint. We can also help you:

- ☐ Avoid scams
- ☐ Work with your lender
- ☐ Protect yourself from foreclosure fraud

**Our staff is ready to help you!**  
**Call us toll free: (855) 351-0066**  
**Email us: [homehelp@dcba.lacounty.gov](mailto:homehelp@dcba.lacounty.gov)**

Kenneth Hahn Hall of Administration • 500 W. Temple Street, Room B-96 • Los Angeles, CA 90012-2706

Updated: Oct. 1, 2015



**EXHIBIT A**  
**LEGAL DESCRIPTION**

LOT 33 OF OSCAR B. SMITH'S CROWN HILL TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 169 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5153-003-010

580000

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(DO NOT RECORD)  
**REQUEST FOR FULL RECONVEYANCE**  
(To be used only when obligations have been paid in full)

To: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: \_\_\_\_\_

Beneficiary: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On May 24<sup>th</sup>, 2022 before me, Elliot Jamison Nichols, Notary Public  
(insert name and title of the officer)

personally appeared Christian Garriis and Brandi Garriis  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

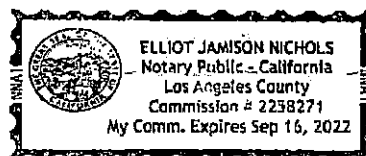
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



EACH TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH TRUSTOR AGREES TO ITS TERMS, INCLUDING THE VARIABLE RATE PROVISIONS OF THE NOTE SECURED BY THIS DEED OF TRUST.

TRUSTOR:

X [Signature]  
CHRISTIAN GARRIS

X [Signature]  
BRANDI GARRIS

## CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CaliforniaCOUNTY OF Los Angeles

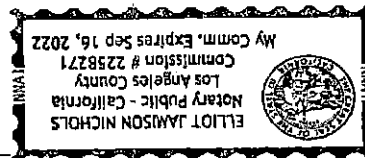
On May 24th, 2022 before me, Elliot Jamison Nichols, Notary Public  
(here insert name and title of the officer)

personally appeared CHRISTIAN GARRIS and BRANDI GARRIS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



(Seal)



**DEED OF TRUST  
(Continued)**

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means Bank of Hope, and its successors and assigns.

**Borrower.** The word "Borrower" means CHRISTIAN GARRIS and BRANDI GARRIS and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note and all future advances made pursuant to the Note or any renewal, extension or modification thereof, including all principal and interest, together with all other indebtedness and cost and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

**Lender.** The word "Lender" means Bank of Hope, its successors and assigns.

**Note.** The word "Note" means the promissory note dated May 23, 2022, in the original principal amount of **\$2,140,000.00** from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents.

**Trustee.** The word "Trustee" means Bank of Hope, whose address is 3731 Wilshire Blvd. #400, Los Angeles, CA 90010 and any substitute or successor trustees.

**Trustor.** The word "Trustor" means CHRISTIAN GARRIS and BRANDI GARRIS.

**DEED OF TRUST  
(Continued)**

Loan No: 179676347

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forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of LOS ANGELES County, State of California. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**Acceptance by Trustee.** Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

**NOTICES.** Any notice required to be given under this Deed of Trust shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Trustor requests that copies of any notices of default and sale be directed to Trustor's address shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

**STATEMENT OF OBLIGATION FEE.** Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of California.

**Choice of Venue.** If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of Los Angeles County, State of California.

**Joint and Several Liability.** All obligations of Trustor under this Deed of Trust shall be joint and several, and all references to Trustor shall mean each and every Trustor. This means that each Trustor signing below is responsible for all obligations in this Deed of Trust.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the indebtedness.



**DEED OF TRUST  
(Continued)**

Loan No: 179676347

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determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement in accordance with applicable law. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

**Judicial Foreclosure.** With respect to all or any part of the Real Property, Lender shall have the right in lieu of foreclosure by power of sale to foreclose by judicial foreclosure in accordance with and to the full extent provided by California law.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to recover any deficiency in the manner and to the full extent provided by California law.

**Collect Rents.** Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set

**DEED OF TRUST  
(Continued)**

**FULL PERFORMANCE.** If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Lender may charge Trustor a reasonable reconveyance fee at the time of reconveyance.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Trustor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

**Default in Favor of Third Parties.** Should Trustor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Trustor's property or Trustor's ability to repay the Indebtedness or Trustor's ability to perform Trustor's obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Trustor, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

**Creditor or Foreclosure Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any Indebtedness or other obligation of Trustor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default in payment, is curable and if Trustor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Trustor, after Lender sends written notice to Trustor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Foreclosure by Sale.** Upon an Event of Default under this Deed of Trust, Beneficiary may declare the entire Indebtedness secured by this Deed of Trust immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, other documents requested by Trustee, and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may



**DEED OF TRUST  
(Continued)**

by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to eminent domain and inverse condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any eminent domain or inverse condemnation proceeding is commenced affecting the Property, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to pursue or defend the action and obtain the award. Trustor may be the nominal party in any such proceeding, but Lender shall be entitled, at its election, to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If any award is made or settlement entered into in any condemnation proceedings affecting all or any part of the Property or by any proceeding or purchase in lieu of condemnation, Lender may at its election, and to the extent permitted by law, require that all or any portion of the award or settlement be applied to the indebtedness and to the repayment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation proceedings.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Trustor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS:** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**DEED OF TRUST  
(Continued)**

Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Notwithstanding the foregoing, in no event shall Trustor be required to provide hazard insurance in excess of the replacement value of the improvements on the Real Property. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

**Application of Proceeds.** Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. If in Lender's sole judgment Lender's security interest in the Property has been impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If the proceeds are to be applied to restoration and repair, Trustor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

**Trustor's Report on Insurance.** Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**TAX AND INSURANCE RESERVES.** Subject to any limitations and consistent with any requirements set by applicable law, Lender may require Trustor to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by an initial deposit and subsequent monthly payments, or payments at such other interval as payments under the Note may be due, of a sum estimated by Lender to be sufficient to pay the total annual taxes, assessments, and insurance premiums Lender reasonably anticipates to be paid from these reserves. The reserve funds shall be held by Lender as a general deposit from Trustor, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Trustor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Deed of Trust shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the reserve funds disclose a shortage or deficiency, Trustor shall pay such shortage or deficiency as required by Lender. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Trustor, and Lender is not Trustor's agent for payment of the taxes and assessments required to be paid by Trustor.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustor or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding



**DEED OF TRUST  
(Continued)**

Loan No: 179676347

Page 2

to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Trustor shall not cause, conduct or permit any nuisance, nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Trustor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property; or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Trustor shall pay when due (and in all events at least ten (10) days prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and

RECORDING REQUESTED BY:  
FIDELITY NATIONAL TITLE COMPANY

WHEN RECORDED MAIL TO:  
Bank of Hope (Attn: Loan Servicing Dept.)  
3731 Wilshire Blvd., #420  
Los Angeles, CA 90010

SEND TAX NOTICES TO:  
CHRISTIAN GARRIS  
BRANDI GARRIS  
431 S. BERKELEY AVE.  
PASADENA, CA 91107

FOR RECORDER'S USE ONLY

30083952-AA

## DEED OF TRUST

THIS DEED OF TRUST is dated May 23, 2022, among CHRISTIAN GARRIS AND BRANDI GARRIS, HUSBAND AND WIFE, AS JOINT TENANTS; whose address is 431 S. BERKELEY AVE., PASADENA, CA 91107 ("Trustor"); Bank of Hope, whose address is 3731 Wilshire Blvd., Suite 400, Los Angeles, CA 90010 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Bank of Hope, whose address is 3731 Wilshire Blvd. #400, Los Angeles, CA 90010 (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in LOS ANGELES County, State of California:

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 429 SOUTH UNION AVENUE, LOS ANGELES, CA 90017. The Assessor's Parcel Number for the Real Property is 5153-003-010.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF THE TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property



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**20220574761**



Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

05/27/22 AT 08:00AM

Pages:  
0013

FEES:	106.00
TAXES:	0.00
OTHER:	0.00
SB2:	225.00
PAID:	331.00



LEADSHEET



202205270990036

00022389553



013436596

SEQ:  
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

30083982

# HOW THE PROPERTY TAX SYSTEM WORKS

**CITIES & COUNTY**  
Provides copies of all building permits issued.

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**REGISTRAR-RECORDER/COUNTY CLERK**  
Website: <http://www.lavote.net/recorder>  
Provides copies of all deeds and other recorded documents.



**COUNTY ASSESSOR**  
Website: <http://assessor.lacounty.gov>  
Assesses all real estate and personal property (businesses, boats, and airplanes) located throughout the entire county.



**AUDITOR - CONTROLLER**  
Website: <http://auditor.lacounty.gov>  
Receives the assessments from the Assessor and applies the appropriate tax rate to determine the actual amount of property taxes owed.



**TREASURER - TAX COLLECTOR**  
Website: <http://ttc.lacounty.gov>  
Mails out the property tax bills, collects the money, and deposits it in the County Treasury.



**AUDITOR - CONTROLLER**  
Website: see above  
Allocates the money to over 900 local taxing agencies, including the County, cities, schools and special districts.

(fold line)

5153-003-010  
DOC# 22-0574761-01-03

PLEASE READ YELLOW SHEET FIRST

LA ▲ 000085 0466  
Garris Christian  
Garris Brandi  
429 S Union Ave  
Los Angeles CA 90017-1012



Ann Sewill, General Manager  
Tricia Keane, Executive Officer

Daniel Huynh, Assistant General Manager  
Anna E. Ortega, Assistant General Manager  
Luz C. Santiago, Assistant General Manager

City of Los Angeles



Eric Garcetti, Mayor

LOS ANGELES HOUSING DEPARTMENT

1200 West 7th Street, 9th Floor

Los Angeles, CA 90017

Tel: 213.928.9071

housing.lacity.org

DATE: October 20, 2021

TO: Bahram Raeen and Helen Baravarian Raeen, Trustees of the Bahram and Helen Raeen Living Trust, dated April 28, 2004, Owner

FROM: Marites Cunanan, Senior Management Analyst II  
Los Angeles Housing and Community Investment Department

SUBJECT: **Housing Crisis Act of 2019 (SB 330)**  
**(TOC) Amended Replacement Unit Determination**  
**RE: 425-427 South Union Avenue, Los Angeles, CA 90017**

Based on the Application for a Replacement Unit Determination (RUD) submitted by Daniel Ahadian on behalf of Bahram Raeen and Helen Baravarian Raeen, Trustees of the Bahram and Helen Raeen Living Trust, dated April 28, 2004 (Owner), for the above referenced property located at 425-427 South Union Avenue, Los Angeles, CA 90017 (APN: 5153-003-011) (Property) the Los Angeles Housing and Community Investment Department (HCIDLA) has determined that four (4) units (as detailed below) are subject to replacement pursuant to the requirements of the Housing Crisis Act of 2019 (SB 330).

#### **PROJECT SITE REQUIREMENTS:**

SB 330 prohibits the approval of any proposed housing development project on a site that will require the demolition of existing residential dwelling units or occupied or vacant "Protected Units" unless the proposed housing development project replaces those units as specified below. The replacement requirements below are applicable only to those proposed housing development projects that submit a complete application pursuant to California Government Code Section 65943 to the Department of City Planning on or after January 1, 2020.

#### **Replacement of Existing Residential Dwelling Units.**

The proposed housing development project shall provide at least as many residential dwelling units as the greatest number of residential dwelling units that existed on the project site within the past 5 years.

#### **Replacement of Existing or Demolished Protected Units.**

The proposed housing development project must also replace all existing or demolished "Protected Units." Protected Units are those residential dwelling units that are or were within the 5 years prior to the owner's application for a Replacement Unit Determination: (1) subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income, (2) subject to any form of rent or price control through a public entity's valid exercise of its police power within the 5 past years, (3) **occupied by lower or very low income households (an affordable Protected Unit)**, or (4) that were withdrawn from rent or lease per the Ellis Act, within the past 10 years.

Whether a unit qualifies as an affordable Protected Unit, is primarily measured by the income level of the occupants (i.e. W-2 forms, tax return, pay stubs etc.). In the absence of occupant income documentation, affordability will default to the percentage of extremely low, very low, and low income renters in the jurisdiction as shown in the latest HUD Comprehensive Housing Affordability Strategy (CHAS) database, which at the time of application, was at 30% extremely low income, 19% very low income and 18% low income for Transit Oriented communities (TOC) projects and 49% very low income and 18% low income for Density Bonus projects. The remaining 33% of the units are presumed above-low income and if subject to the Rent Stabilization Ordinance ("RSO"), must be replaced in accordance with the RSO. All replacement calculations resulting in fractional units shall be rounded up to the next whole number.

**Relocation, Right of Return, Right to Remain for Occupants of Protected Units.**

SB 330 also provides the right of first refusal for comparable units (i.e. same bedroom type) in the owner's proposed new housing development to occupants of Protected Units. Therefore, for occupied units, the replacement units must be of the same bedroom type of the units demolished. The comparable replacement units must be provided at a rent or sales price affordable to the same or lower income category. Occupants of Protected Units also are entitled to receive relocation to state or local law, whichever provides greater assistance and the right to remain in their unit until 6 months before the start of construction.

**THE PROPOSED HOUSING DEVELOPMENT PROJECT:**

Per the statement received by LAHD on July 22, 2021, the Owner plans to construct a new, six (6) story, thirty-eight (38) unit multi-family building on the Property pursuant to TOC.

**PROPERTY STATUS (AKA THE "PROJECT SITE"):**

The Owner originally submitted an Application for a AB 2222 Replacement Unit Determination for the Property on August 17, 2016. In order to comply with the required 5 year look back period, LAHD collected and reviewed data from August 2011 to August 2016.

**Review of Documents:**

Pursuant to the Grant Deed, the Previous Owner, 2669 San Marino, LLC, a California limited liability company, acquired the Property on May 23, 2016. The property was eventually acquired by the Current Owner, Bahram Raeen and Helen Baravarian Raeen, Trustees of the Bahram and Helen Raeen Living Trust, dated April 28, 2004 on December 18, 2020.

Department of City Planning (ZIMAS), County Assessor Parcel Information (LUPAMS), DataTree database, Billing Information Management System (BIMS) database, and the Code, Compliance and Rent Information System (CRIS) database, indicates a use code of "0400 – Residential – Four Units (Any Combination)" for the property commonly known as 425-427 South Union Avenue, Los Angeles, CA 90017.

Google Earth images, the Rent Stabilization Ordinance (RSO) Unit and an Internet Search supports that the Property contains one (1) multi-family structure.

The Los Angeles Department of Building and Safety database indicates that the Owner has applied for demolition permits (21019-30000-00819, 21019-30000-00817, and 21019-30000-00815), permits not issued, and applied for a Building Permit (21010-10000-04246), permit not issued.

**REPLACEMENT UNIT DETERMINATION:**

The Existing Residential Dwelling Units at the Property:

ADDRESS	BEDROOM TYPE	"PROTECTED?"	BASIS OF "PROTECTED" STATUS
425 South Union Avenue	4 Bedrooms	Yes	RSO
425 ½ South Union Avenue	2 Bedrooms	Yes	RSO
427 South Union Avenue	2 Bedrooms	Yes	RSO
427 ½ South Union Avenue	2 Bedrooms	Yes	RSO
<b>Totals: 4 Units</b>	<b>4 Bedrooms</b>		



No income documents were provided for these units. Pursuant to (SB 330), where incomes of existing or former tenants are unknown, the required percentage of affordability is determined by the percentage of extremely low, very low, and low income rents in the jurisdiction as shown in the HUD Comprehensive Housing Affordability Strategy (CHAS) database. At the time of application, the CHAS database showed 30% Extremely Low (Below 31% Area Median Income [AMI]), 19% Very Low ([31% to 50% AMI]), and 18% Low ([51% to 80% AMI]) renter households for Los Angeles (for a total of 67%). The balance of these unit(s) (i.e. 33%) are presumed to have been occupied by persons and families above-lower income.

<b>Number of Existing Residential Dwelling Units and Protected Units within five (5) years of Owner's application:</b>	4
<b>Number of Protected Units Ellised within the last (10) years:</b>	0
<b>Number of Affordable Replacement Units required per CHAS:</b>	3
<b>4 Units x 67%</b>	
30% Extremely Low	
19% Very Low	
18% Low	
Market Rate RSO units	1 Unit
<b>Number of Unit(s) presumed to be above-lower income subject to replacement:</b>	1

### **For Rental:**

Pursuant to CHAS, three (3) unit(s) need to be replaced with equivalent type, with one (1) unit restricted to Extremely Low Income Households, one (1) unit restricted to Very Low Income Households, and one (1) unit restricted to Low Income Households.

Per the Owner's statement, three (3) of the four (4) units were owner occupied at the time of the SB 330 submission; however, LAHD received no response to the tenant income verification letters that were sent on August 18, 2021 and DWP records show utility usage consistent with vacancy for two (2) of the four (4) units (per DWP, those units are referred to as 425 ½ South Union Avenue and 427 ½ South Union Avenue). The right to return applies to the properties located at 425 South Union Avenue (Francisco L. Rodas) and 427 South Union Avenue (Alfredo Jose Simon).

Please note that all the new units may be subject to RSO requirements unless the RSO is not applicable, or an RSO Exemption is filed and approved by the RSO Section. This determination is provisional and subject to verification by the RSO Section.

This RUD only applies if the proposed project is a rental TOC project and NOT condominiums. In the event the project changes to condominiums, the owner needs to request a RUD amendment to reflect 100% replacement of the units. In addition, if the project is changed from TOC to Density Bonus, a RUD amendment will also be required.

### **\*\*WARNING\*\***

### **LOT TIES AND EXISTING PRE-1978 SINGLE FAMILY DWELLING ON ONE LOT**

<b>ISSUE:</b>	Is a <b>LOT TIE</b> required for the <b>NEW</b> proposed housing development project?
<b>IF NO:</b>	Owner's existing Rent Stabilization (RSO) replacement obligation, if any, remains the <b>SAME</b> as above.
<b>IF YES:</b>	Owner's existing RSO replacement obligation, if any, will <b>INCREASE</b> by one and the proposed housing development project will also be subject to the RSO, unless the existing single family dwelling is demolished before the lots are tied.

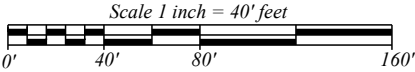
**NOTE: This determination is provisional and is subject to verification by LAHD's Rent Division.**

If you have any questions about this RUD, please contact Kenneth Le at [Kenneth.le@lacity.org](mailto:Kenneth.le@lacity.org).

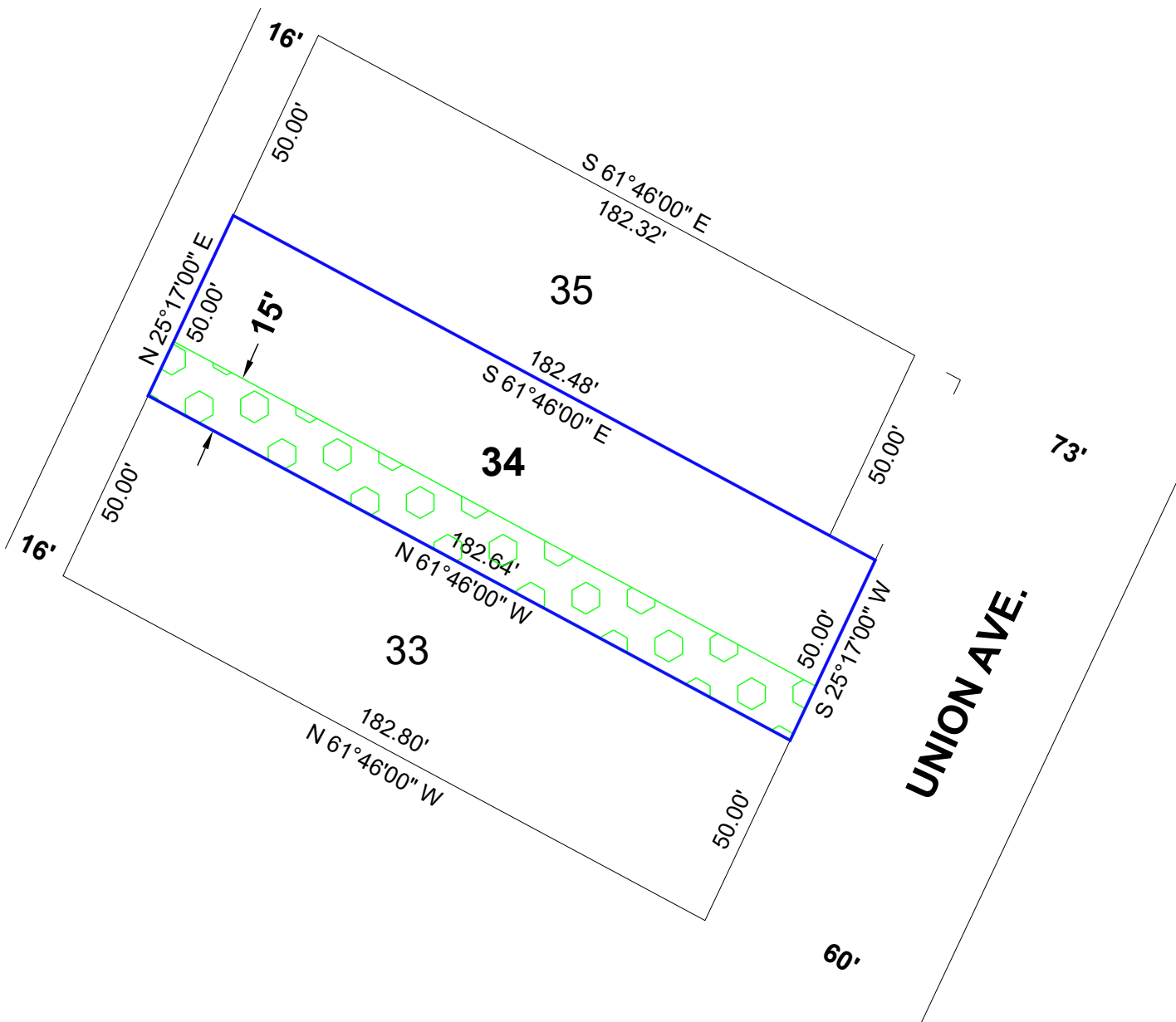
cc: Los Angeles Housing and Community Investment Department File  
Bahram Raeen and Helen Baravarian Raeen, Trustees of the Bahram and Helen Raeen Living Trust,  
dated April 28, 2004, Owner  
[Planning.PARP@lacity.org](mailto:Planning.PARP@lacity.org), Department of City Planning

MAC:kl





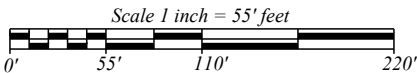
OSCAR B. SMITH'S CROWN  
HILL TRACT  
M.B. 8-169



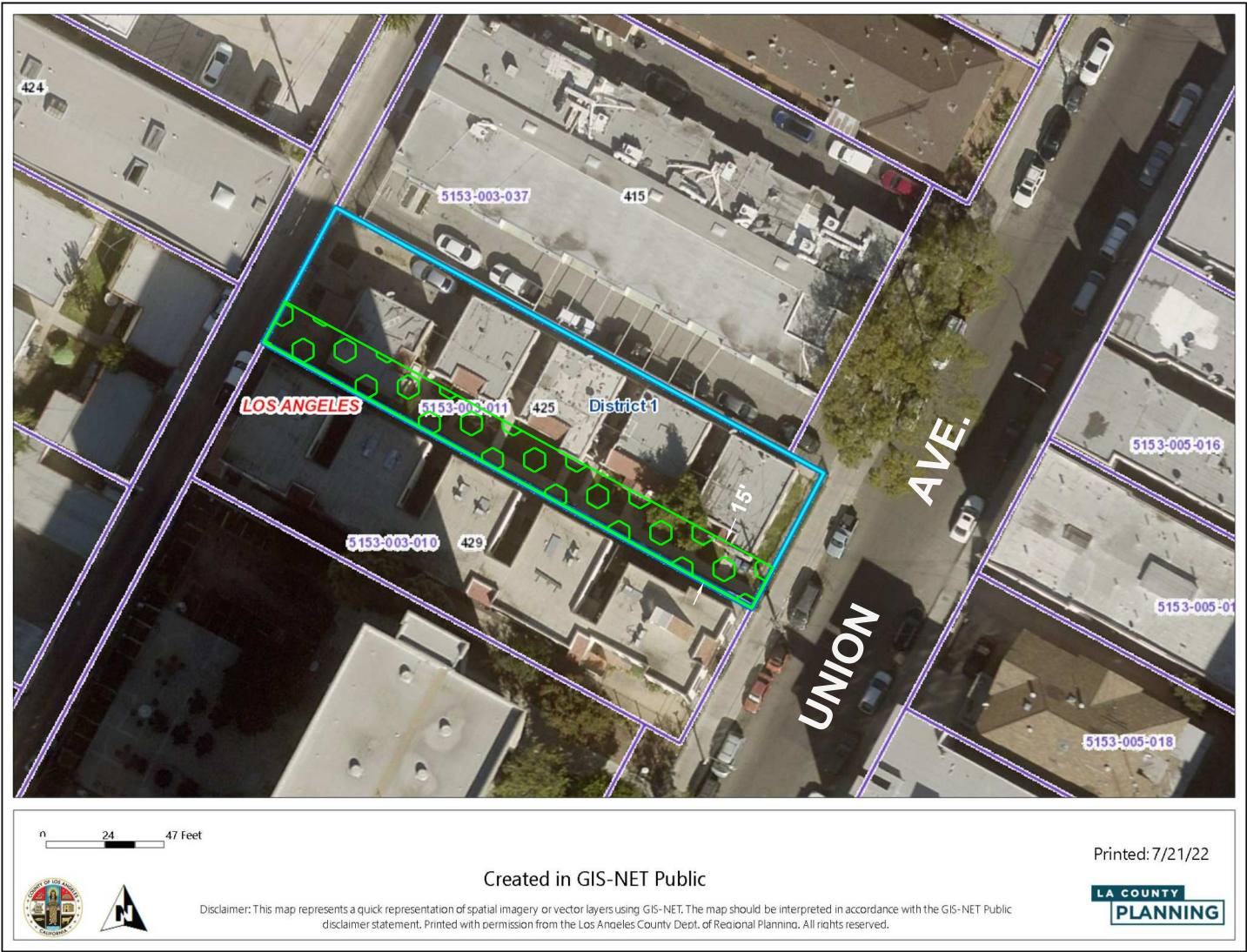
LEGEND:

- PIQ
- Easement for operation of rail road beneath the surface  
Book 384, Page 107, of Official Records  
shown as Item No. 6

Title Order No. 112212904, Prelim. Report dated as of June 28, 2022, issued by Residential Title Dept., 500 N. Brand Blvd, Suite 200, Glendale, CA 91203			Sheet 1 of 1
Regarding: 425 South Union Avenue, Los Angeles, CA	Designed By:	Drawing Date: July 22, 2022	
©2022 Chicago Title Company Title Engineering Department - 600 North Brand Blvd., Suite 301 - Glendale, CA 91203 <i>This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.</i>			
			Archive #



OSCAR B. SMITH'S CROWN  
HILL TRACT  
M.B. 8-169



LEGEND:

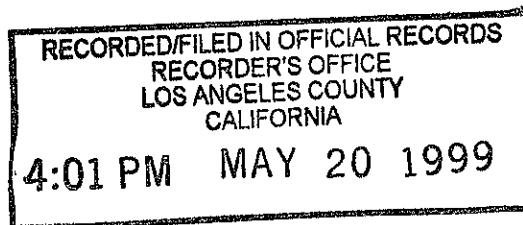
- PIQ
- Easement for operation of rail road beneath the surface  
Book 384, Page 107, of Official Records  
shown as Item No. 6



RECORDING REQUEST BY  
WHEN RECORDED MAIL TO

99 0920052

NAME J. Michael Carey, City Clerk  
MAILING City of Los Angeles  
ADDRESS City Hall East, Room 615  
CITY, STATE 200 N. Main Street  
ZIP CODE Los Angeles, CA 90012



SPACE ABOVE THIS LINE RESERVED FOR RECORDER S USE

TITLE(S)

Description of the Land Within the Westlake Recovery  
Redevelopment Project and Statement that Redevelopment  
Proceedings have been Instituted

FEE CODE	N/A	N/A	0	20	9_	19	04	19
REC. FEE	NO. PAGES	NO TITLES	PCOR	D.A. FEE	SURVEY MON.	NOTIF.	INVOL LIEN	NON CONF

61

EXAMINER S INT.

Assessor s Identification Number (AIN)  
To Be Completed By Examiner Or Title Company In Black Ink

Number of Parcels Shown

Revision Number

THE CITY CLERK OF THE CITY OF LOS ANGELES, CALIFORNIA

99 0920052

WHEN RECORDED MAIL TO:

FREE Y

J. Michael Carey, City Clerk  
City of Los Angeles  
City Hall East, Room 615  
200 North Main Street  
Los Angeles, CA 90012

John E. Molloy, Administrator  
Community Redevelopment Agency  
of the City of Los Angeles  
354 S. Spring Street, Suite 800  
Los Angeles, CA 90013

DESCRIPTION OF THE LAND WITHIN  
THE WESTLAKE RECOVERY REDEVELOPMENT PROJECT

AND

STATEMENT THAT REDEVELOPMENT PROCEEDINGS HAVE BEEN INSTITUTED  
(Health & Safety Code Section 33373)

Proceedings for the redevelopment of the Westlake Recovery Redevelopment Project have been instituted under the California Community Redevelopment Law by Ordinance No. 172597 of the City Council of the City of Los Angeles, California, passed on May 12, 1999 and approved by the Mayor on May 18, 1999.

The description of the land within the Westlake Recovery Redevelopment Project is set forth on the document attached hereto, consisting of 10 pages, labeled Attachment "A" and incorporated herein by this reference.

DATED: 5-19-99

THE CITY CLERK  
OF THE CITY OF LOS ANGELES

J. Michael Carey  
City Clerk



- 13
- j. The elimination of blight and the redevelopment of the Project Area could not reasonably be expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency.

This finding is based upon the existence of blighting influences, including the lack of adequate public improvements and facilities, and the inability of individual owners and developers to economically remove these blighting influences without substantial public assistance. Analysis of physical and economic conditions in the Project Area indicate that redevelopment is needed in order to provide needed infrastructure, services and blight alleviation. Current conditions in the Project Area are such that the normal returns sought by investors are not likely to materialize. Current rent levels are low and many properties are in need of some level of rehabilitation. Low levels of building permit activity, limited number of property transfers, and the presence of hazardous waste are indicators of conditions where financial returns are not sufficient to encourage new investment or rehabilitation of properties. Modern retail and commercial development standards require larger parcels than those prevalent in the Project Area. Investors would have to acquire multiple properties in order to create developable parcels of sufficient size. However, the additional costs of acquiring parcels of varying ownership and costs of demolition increase the costs of development and further reduce the potential returns to investors. The high crime rate and fear of crime prevalent in the Project Area have discouraged investment and require extraordinary costs to mitigate. These additional costs cannot be passed on to tenants and further discourage private investment. Report, Part II.B.

- k. The Project Area is predominantly urbanized as defined in the Community Redevelopment Law.

This finding is based upon the fact that all property in the Project Area has been developed for urban uses, is characterized by physical and economic blight conditions and is an integral part of an area developed for urban uses. Report, Part II.C.

- l. The time limitations that are contained in the Redevelopment Plan are reasonably related to the proposed projects to be implemented in the Project Area and to the ability of the Agency to eliminate blight within the Project Area.

This finding is based in part upon the fact that the analysis to determine the economic feasibility of the Project was projected on a cash flow basis assuming annual resources and expenditures and redevelopment strategies throughout the term of the Project. The analysis projects the redevelopment activities, actual timing and costs until termination of the Redevelopment Plan. Report, Part V.

- m. The City Council is satisfied that permanent housing facilities will be available within three (3) years from the time occupants of the Project Area are displaced and that, pending the development of the facilities, there will be available to the displaced occupants adequate temporary housing facilities at rents comparable to those in the community at the time of their displacement.

DIR-2022-310-TOC-VHCA-1A  
425 – 427 ½ South Union Avenue

EXHIBITS

**E – APPEAL NO. 2 (FERMIN MENDOZA)**





## APPLICATIONS:

# APPEAL APPLICATION

## Instructions and Checklist

**Related Code Section:** Refer to the City Planning case determination to identify the Zone Code section for the entitlement and the appeal procedure.

**Purpose:** This application is for the appeal of Department of City Planning determinations authorized by the Los Angeles Municipal Code (LAMC).

### A. APPELLATE BODY/CASE INFORMATION

#### 1. APPELLATE BODY

- ☐ Area Planning Commission    ☐ City Planning Commission    ☐ City Council    ☐ Director of Planning  
☐ Zoning Administrator

Regarding Case Number: DIR-2022-310-TOC-VHCA

Project Address: \_\_\_\_\_

Final Date to Appeal: \_\_\_\_\_

#### 2. APPELLANT

**Appellant Identity:**  
(check all that apply)

- ☐ Representative    ☐ Property Owner  
☐ Applicant    ☐ Operator of the Use/Site

- ☐ Person, other than the Applicant, Owner or Operator claiming to be aggrieved

Fermin Mendoza's request

- ☐ Person affected by the determination made by the **Department of Building and Safety**

- ☐ Representative    ☐ Owner    ☐ Aggrieved Party  
☐ Applicant    ☐ Operator

#### 3. APPELLANT INFORMATION

Appellant's Name: \_\_\_\_\_

Company/Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

(773) 318-7712 for Rose Lenehan

- a. Is the appeal being filed on your behalf or on behalf of another party, organization or company?

☐ Self    ☐ Other: \_\_\_\_\_  
Form filled out by Rose Lenehan at Fermin Mendoza's request (Mr. Mendoza is not comfortable with computer forms in English)

- b. Is the appeal being filed to support the original applicant's position?    ☐ Yes    ☐ No

#### 4. REPRESENTATIVE/AGENT INFORMATION

Representative/Agent name (if applicable): \_\_\_\_\_

Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

#### 5. JUSTIFICATION/REASON FOR APPEAL

a. Is the entire decision, or only parts of it being appealed? ☐ Entire ☐ Part

b. Are specific conditions of approval being appealed? ☐ Yes ☐ No

If Yes, list the condition number(s) here: \_\_\_\_\_

Attach a separate sheet providing your reasons for the appeal. Your reason must state:

- ☐ The reason for the appeal ☐ How you are aggrieved by the decision  
☐ Specifically the points at issue ☐ Why you believe the decision-maker erred or abused their discretion

#### 6. APPLICANT'S AFFIDAVIT

I certify that the statements contained in this application are complete and true:

Appellant Signature: Rose Weber Date: 08/03/2022

#### GENERAL APPEAL FILING REQUIREMENTS

#### B. ALL CASES REQUIRE THE FOLLOWING ITEMS - SEE THE ADDITIONAL INSTRUCTIONS FOR SPECIFIC CASE TYPES

##### 1. Appeal Documents

a. **Three (3) sets** - The following documents are required for each appeal filed (1 original and 2 duplicates)  
Each case being appealed is required to provide three (3) sets of the listed documents.

- ☐ Appeal Application (form CP-7769)  
☐ Justification/Reason for Appeal  
☐ Copies of Original Determination Letter

##### b. Electronic Copy

- ☐ Provide an electronic copy of your appeal documents on a flash drive (planning staff will upload materials during filing and return the flash drive to you) or a CD (which will remain in the file). The following items must be saved as individual PDFs and labeled accordingly (e.g. "Appeal Form.pdf", "Justification/Reason Statement.pdf", or "Original Determination Letter.pdf" etc.). No file should exceed 9.8 MB in size.

##### c. Appeal Fee

- ☐ Original Applicant - A fee equal to 85% of the original application fee, provide a copy of the original application receipt(s) to calculate the fee per LAMC Section 19.01B 1.  
☐ Aggrieved Party - The fee charged shall be in accordance with the LAMC Section 19.01B 1.

##### d. Notice Requirement

- ☐ Mailing List - All appeals require noticing per the applicable LAMC section(s). Original Applicants must provide noticing per the LAMC  
☐ Mailing Fee - The appeal notice mailing fee is paid by the project applicant, payment is made to the City Planning's mailing contractor (BTC), a copy of the receipt must be submitted as proof of payment.



<b>SPECIFIC CASE TYPES - APPEAL FILING INFORMATION</b>
--

**C. DENSITY BONUS / TRANSIT ORIENTED COMMUNITES (TOC)****1. Density Bonus/TOC**

Appeal procedures for Density Bonus/TOC per LAMC Section 12.22.A 25 (g) f.

**NOTE:**

- Density Bonus/TOC cases, only the *on menu or additional incentives* items can be appealed.
- Appeals of Density Bonus/TOC cases can only be filed by adjacent owners or tenants (must have documentation), and always only appealable to the Citywide Planning Commission.
- ☐ Provide documentation to confirm adjacent owner or tenant status, i.e., a lease agreement, rent receipt, utility bill, property tax bill, ZIMAS, drivers license, bill statement etc.

**D. WAIVER OF DEDICATION AND OR IMPROVEMENT**

Appeal procedure for Waiver of Dedication or Improvement per LAMC Section 12.37 I.

**NOTE:**

- Waivers for By-Right Projects, can only be appealed by the owner.
- When a Waiver is on appeal and is part of a master land use application request or subdivider's statement for a project, the applicant may appeal pursuant to the procedures that governs the entitlement.

**E. TENTATIVE TRACT/VESTING****1. Tentative Tract/Vesting** - Appeal procedure for Tentative Tract / Vesting application per LAMC Section 17.54 A.

NOTE: Appeals to the City Council from a determination on a Tentative Tract (TT or VTT) by the Area or City Planning Commission must be filed within 10 days of the date of the written determination of said Commission.

- ☐ Provide a copy of the written determination letter from Commission.

**F. BUILDING AND SAFETY DETERMINATION**

- ☐ **1.** Appeal of the Department of Building and Safety determination, per LAMC 12.26 K 1, an appellant is considered the **Original Applicant** and must provide noticing and pay mailing fees.

**a. Appeal Fee**

- ☐ Original Applicant - The fee charged shall be in accordance with LAMC Section 19.01B 2, as stated in the Building and Safety determination letter, plus all surcharges. (the fee specified in Table 4-A, Section 98.0403.2 of the City of Los Angeles Building Code)

**b. Notice Requirement**

- ☐ Mailing Fee - The applicant must pay mailing fees to City Planning's mailing contractor (BTC) and submit a copy of receipt as proof of payment.

- ☐ **2.** Appeal of the Director of City Planning determination per LAMC Section 12.26 K 6, an applicant or any other aggrieved person may file an appeal, and is appealable to the Area Planning Commission or Citywide Planning Commission as noted in the determination.

**a. Appeal Fee**

- ☐ Original Applicant - The fee charged shall be in accordance with the LAMC Section 19.01 B 1 a.

**b. Notice Requirement**

- ☐ Mailing List - The appeal notification requirements per LAMC Section 12.26 K 7 apply.
- ☐ Mailing Fees - The appeal notice mailing fee is made to City Planning's mailing contractor (BTC), a copy of receipt must be submitted as proof of payment.

## G. NUISANCE ABATEMENT

### 1. Nuisance Abatement - Appeal procedure for Nuisance Abatement per LAMC Section 12.27.1 C 4

NOTE:

- Nuisance Abatement is only appealable to the City Council.

#### a. Appeal Fee

- ☐ Aggrieved Party the fee charged shall be in accordance with the LAMC Section 19.01 B 1.

### 2. Plan Approval/Compliance Review

Appeal procedure for Nuisance Abatement Plan Approval/Compliance Review per LAMC Section 12.27.1 C 4.

#### a. Appeal Fee

- ☐ Compliance Review - The fee charged shall be in accordance with the LAMC Section 19.01 B.
- ☐ Modification - The fee shall be in accordance with the LAMC Section 19.01 B.

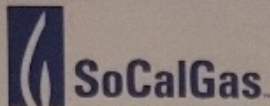
## NOTES

*A Certified Neighborhood Council (CNC) or a person identified as a member of a CNC or as representing the CNC may not file an appeal on behalf of the Neighborhood Council; persons affiliated with a CNC may only file as an individual on behalf of self.*

**Please note** that the appellate body must act on your appeal within a time period specified in the Section(s) of the Los Angeles Municipal Code (LAMC) pertaining to the type of appeal being filed. The Department of City Planning will make its best efforts to have appeals scheduled prior to the appellate body's last day to act in order to provide due process to the appellant. If the appellate body is unable to come to a consensus or is unable to hear and consider the appeal prior to the last day to act, the appeal is automatically deemed denied, and the original decision will stand. The last day to act as defined in the LAMC may only be extended if formally agreed upon by the applicant.

This Section for City Planning Staff Use Only		
Base Fee:	Reviewed & Accepted by (DSC Planner):	Date:
Receipt No:	Deemed Complete by (Project Planner):	Date:
<input type="checkbox"/> Determination authority notified		<input type="checkbox"/> Original receipt and BTC receipt (if original applicant)





ACCOUNT NUMBER 167 303 4500 2  
SERVICE FOR  
FERMIN MENDOZA  
425 1/4 S UNION AVE  
LOS ANGELES CA 90017-1007

DATE MAILED Jul 27, 2022  
24 Hour Service  
1-800-427-2200 English  
1-800-342-4545 Español  
1-800-252-0259 TTY  
socalgas.com

Page 1 of 5

✓ Did you overlook paying your last bill? Please pay the total amount due. Disregard this message if payment was already made. Thank you.

CARE You are currently receiving the CARE discount. The discount now appears as a separate credit on your bill.

## Account Summary

Amount of Last Bill	\$172.50
Payment Received	- .00
Current Charges	+ 31.86
<b>Total Amount Due</b>	<b>\$204.36</b>

## Current Charges

Rate: GR - Residential Climate Zone: 1 Baseline Allowance: 14 Therms  
Meter Number: 14974969 (Next scheduled read date Aug 23 2022) Cycle: 16

Billing Period	Days	Meter Number	Current Reading	Previous Reading	= Difference	Billing x Factor	BTU x Factor	=	Total Therms
06/23/22 - 07/25/22	32	14974969	1790	1772	18	1.000	1.026		18

### GAS CHARGES

Customer Charge	32 Days x \$.16438	Amount(\$)	5.26
-----------------	--------------------	------------	------

Gas Transportation (Details below) 18 Therms

	Baseline	Over Baseline	
Therms used	14	4	
Rate/Therm	\$ .82487	\$1.23877	
Charge	\$11.55	+ \$4.96	= 16.51

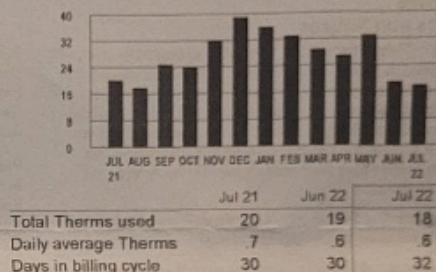
Gas Commodity	18 Therms x \$.82009	14.76
Transportation Charge Adj	18 Therms x \$.00032	-.01
CARE Program Discount		-7.30

**Total Gas Charges \$29.22**

(Continued on next page)

	Due By	Amount
Past Due	Now	\$172.50
Current Charges	8/16/22	\$31.86
<b>Total Amount Due</b>		<b>\$204.36</b>

### Gas Usage History (Total Therms used)



You could qualify for no-cost home improvements with the new income guidelines for the Energy Savings Assistance Program. Learn more at [socalgas.com/improvements](https://socalgas.com/improvements).

The commodity cost of natural gas has increased significantly nationwide and is expected to remain high throughout summer 2022. Learn more about how we can help with our customer assistance programs, Ways to Save tool, and Level Pay Plan at [socalgas.com](https://socalgas.com).

SoCalGas' gas commodity cost per therm for your billing period:  
Jul. .... \$ .75995 Jun. .... \$1.03488

PLEASE KEEP THIS PORTION FOR YOUR RECORDS. (FAVOR DE GUARDAR ESTA PARTE PARA SUS REGISTROS.)

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT. (FAVOR DE DEVOLVER ESTA PARTE CON SU PAGO.)

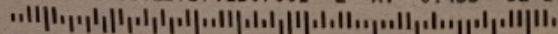


SoCalGas A Sempra Energy utility

Save Paper & Postage  
PAY ONLINE  
[socalgas.com](https://socalgas.com)

ACCOUNT NUMBER  
167 303 4500 2

369.2 1033.25757.1507001 2 AV 0.455 oz 1.042



FERMIN MENDOZA  
425 1/4 S UNION AVE  
LOS ANGELES CA 90017-1007

	Due By	Amount
Past Due	Now	\$172.50
Current Charges	8/16/22	\$31.86
<b>Total Amount Due</b>		<b>\$204.36</b>

Please enter amount enclosed.

\$

Write account number on check and make payable to SoCalGas.

SoCalGas  
PO BOX C  
MONTEREY PARK CA 91756-5111

80 1673034500 00020436 24

1673034500 0000318626



# ↻ RENTAL AGREEMENT AND/OR LEASE ↻

Landlord/Lessor/Agent: Christian Garris and Brandi Garris  
 Tenant(s)/Lessee: Rose Lenehan  
 Tenant(s)/Lessee: \_\_\_\_\_  
 Apartment Address: 429 South Union Avenue #3  
 City: Los Angeles, CA 90017

This Rental Agreement and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. **Landlord/Lessor/Agent (to the left)** shall be referred to as "OWNER" and **Tenant(s)/Lessee(s) (to the left)** shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use SOLELY AS A PRIVATE RESIDENCE, the premises listed to the left.

1. **TERMS:** RESIDENT agrees to pay in advance \$ 1,600.00 per month on the 1st day of each month.

This agreement shall commence on August 1, 20 20 and continue: (check one)

- A. ☒ Until August 1, 20 21 as a leasehold. Thereafter it shall become a month-to-month tenancy. If RESIDENT should move from the premises prior to the expiration of this time period, he shall be liable for all rent due until such time that the apartment is occupied by an OWNER approved paying RESIDENT and/or expiration of said time period, whichever period is shorter.
- B. ☐ A month-to-month tenancy, that may be terminated by either party. The OWNER giving 60-day written notice to move (for more than 1 year tenancy), or a 30-day written notice to move (for less than 1 year tenancy) and the RESIDENT giving 30-day written notice of intent to terminate tenancy.

2. **PAYMENTS:** Rent and/or other charges are to be paid at the office or apartment of the manager of the building or at such other place designated in writing by OWNER. For the safety of the manager, all payments are to be made by check or money order and no cash shall be acceptable. OWNER acknowledges receipt of the First month's rent of: \$ 1600.00, and a Security Deposit of \$ 1,600.00, for a total payment of \$ 3200.00. All payments are to be made payable to: Christian Garris and delivered to 633 West Fifth Street, 28th Floor, Los Angeles, CA 90071 California,

Telephone Number 310-428-8117 who is usually available on the following days: Monday-Friday during the following hours: 9am-5pm.

3. **LATE CHARGE:** A late fee of \$ 50.00, said amount not to exceed 6% of the monthly rent, shall be added to any payment of rent not made before 1 day(s) after the due date or for which a deficient (bounced) check shall have been given.

4. **SECURITY DEPOSITS:** The Security Deposit shall not exceed two times the monthly rent for unfurnished apartments or three times the monthly rent for furnished apartments. The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 21 days after the premises have been completely vacated less any amount necessary to pay OWNER: a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) costs for repair of damages to apartment and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 21 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER. During the term of tenancy, RESIDENT agrees to increase the deposit upon 30 days written notice by an amount equal to any future increases in rent and/or an amount necessary to cover the cost of rectifying any damage or expense for which RESIDENT is responsible. Security deposit is not to be used as last month's rent.

5. **UTILITIES:** RESIDENT agrees to pay for all utilities and/or services based upon occupancy of the premises except water, sewer, trash.

6. **OCCUPANTS:** Guest(s) staying over 14 days cumulative or longer during any 12-month period, without the OWNER'S written consent, shall be considered a breach of this agreement. ONLY the following listed individuals and/or animals, AND NO OTHERS shall occupy the subject apartment for more than 14 days unless the expressed written consent of OWNER is obtained in advance: Subletting and/or Air Bnb rentals are prohibited.

RESIDENT shall pay additional rent at the rate of \$100.00 per month or 25% (or the amount allowed under rent control) of the current monthly rent; whichever amount is greater, for the period of time that each additional guest in excess of the above named shall occupy the premises. RESIDENT shall pay the same additional monthly rent for each additional animal in excess of the above named animal(s), which shall occupy the premises. Acceptance of additional rent or approval of a guest shall not waive any requirement of this agreement or convert the status of any "guest" into a RESIDENT.

7. **PETS AND FURNISHINGS:** Furnishings - No liquid-filled furniture of any kind may be kept on the premises. If the structure was built in 1973 or later RESIDENT may possess a waterbed if he maintains waterbed insurance valued at \$100,000.00 or more. RESIDENT must furnish OWNER with proof of said insurance. RESIDENT must also comply with Civil Code Section 1940.5. Resident shall not keep on premises a receptacle containing more than ten gallons of liquid, highly combustible materials or other items which may cause a hazard or affect insurance rates such as, musical instrument, item(s) of unusual weight or dimension, RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses caused by using said items. Pets - No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Said consent, if granted, shall be revocable at OWNER'S option upon giving a 30-day written notice. In the event laws are passed or permission is granted to have any item prohibited by this agreement or if for any reason such item exists on the premises, there shall be minimum additional rent of \$25.00 a month for each such item if another amount is not stated in this agreement. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$ 0.00 shall be required along with the signing of OWNER'S "PET AGREEMENT."

8. **PARKING/STORAGE:** When and if RESIDENT is assigned a parking space on OWNER'S property, the parking space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S "Application to Rent/Lease" or attached hereto. RESIDENT is hereby assigned parking space # \_\_\_\_\_. RESIDENT may not wash, repair, or paint in this parking space or at any other common areas on the premises. (RESIDENT may not assign, sublet, or allow RESIDENT'S guest(s) to use this or any other parking space.) RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER. Only vehicles that are operational may park in their assigned space. Resident is assigned storage space # \_\_\_\_\_ located \_\_\_\_\_.

9. **NOISE:** RESIDENT agrees not to cause or allow any noise or activity on the premises that might disturb the peace and quiet of another RESIDENT. Said noise and/or activity shall be a breach of this Agreement.

10. **LOITERING AND PLAY:** Lounging, playing, or unnecessary loitering in the halls, on the front steps, or in the common areas in such a way as to interfere with the free use and enjoyment, passage or convenience of another RESIDENT is prohibited.

11. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, RESIDENT or OWNER may terminate this Agreement immediately upon three-day written notice to the other.

12. **CONDITION OF PREMISES:** RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached inventory sheet, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of the above-enumerated items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear; the premises shall be free of all personal property; trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, or stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.





- 13. MAINTENANCE AND ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, excessively large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law. RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size or nature as is not normally acceptable by the garbage hauler for the building. RESIDENT shall be responsible for keeping the garbage disposal clean of chicken bones, toothpicks, match sticks, celery, pits, grease, metal vegetable ties, and all other items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stopping of waste pipes or overflow from bathtubs, washbasins, toilets, or sinks, if caused by negligence or misuse by RESIDENT or their guests. Tenant must notify landlord with a written notice stating what item(s) need service or repair and give landlord a reasonable opportunity to service or repair that item(s). Should any charges be incurred by the City as a result of not notifying the Landlord in writing of such needed service or repairs, tenant shall be responsible for a minimum of \$201.50 for each occurrence.
- 14. SMOKE DETECTOR:** The rental unit is equipped with properly functioning smoke detectors. Resident agrees to test the smoke detectors in the rental unit monthly for proper function. Resident agrees not to interfere with their normal function or disable the smoke detectors in any manner.
- 15. HOUSE, POOL, AND LAUNDRY RULES:** RESIDENT shall comply with all house, pool, pet, and laundry rules, which may be changed from time to time. These rules shall apply to, but are not limited to, noise, odors, disposal of trash, pets, parking, use of common areas, and storage of toys, bicycles, tools, and other personal items (including signs and laundry), which must be kept inside and out of view. OWNER shall not be liable to RESIDENT for any violation of such rules by any other RESIDENTS or persons. Rights of usage and maintenance of the laundry room and/or pool and pool area are gratuitous and subject to revocation by OWNER at any time.
- 16. CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30 days written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice Of Change Of Terms.
- 17. TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month-to-month, but may be terminated by either party. The owner giving a 60-day notice and the resident giving a 30-day written notice of intention to terminate. Where laws require "just cause," such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages, which may include damages due to OWNER'S loss of prospective new RENTERS.
- 18. POSSESSION:** If OWNER is unable to deliver possession of the Apartment to RESIDENT on the agreed date, because of the loss or destruction of the Apartment or because of the failure of the prior RESIDENT to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be pro-rated and begin on the date of actual possession.
- 19. INSURANCE:** RESIDENT acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT IS HEREBY ADVISED TO OBTAIN HIS OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSES. This does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law.
- 20. RIGHT OF ENTRY AND INSPECTION:** OWNER or OWNER'S Agent by themselves or with others, may enter, inspect and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspection and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform. In addition, OWNER has the right to enter pursuant to Civil Code Section 1954. If the work performed requires that RESIDENT temporarily vacate the unit, then RESIDENT shall vacate for this temporary period upon being served a 7-day notice by OWNER. RESIDENT agrees that in such event RESIDENT will be solely compensated by a corresponding reduction in the rent for those many days that RESIDENT was temporarily displaced. No other compensation shall be offered to the RESIDENT. If the work to be performed requires the cooperation of the RESIDENT to perform certain tasks, then RESIDENT shall perform those tasks upon receiving a 24-hour written notice. (EXAMPLE: removing food items from cabinets so that the unit may be sprayed for pests.) Upon 24 hours notice, RESIDENT hereby agrees to lend OWNER the keys to the premises for the purpose of having a duplicate made for OWNER'S use.
- 21. ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof and hereby appoints and authorizes the OWNER as his agent and/or by OWNER'S own authority to evict any person claiming possession by way of any alleged assignment or subletting.
- 22. PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of RESIDENT'S or OWNER'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.
- 23. NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this Agreement.
- 24. ATTORNEY'S FEES:** If any legal action or proceeding be brought by either party to this agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees up to \$500 in addition to other damages awarded. Due to the fees that can be charged by attorneys, it is agreed by the parties that both sides will waive their right to a jury trial.
- 25. ABANDONMENT:** California Civil Code Section 1951.2 shall govern Abandonment. If any rent has remained unpaid for 14 or more consecutive days and the OWNER has a reasonable belief of abandonment of the premises, OWNER shall give 18 days written notice to RESIDENT at any place (including the rented premises) that OWNER has reason to believe RESIDENT may receive said notice of OWNER'S intention to declare the premises abandoned. RESIDENT'S failure to respond to said notice as required by law shall allow OWNER to reclaim the premises.
- 26.** The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement and shall indemnify OWNER for liability caused by the actions (omission or commission) of RESIDENTS, their guests and invitees.
- 27. Pursuant to Section 1785.26 of the California Civil Code,** as required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency, if you fail to fulfill the terms of your credit obligation. RESIDENT expressly authorizes OWNER/AGENT (including a collection agency) to obtain Resident's consumer credit report, which OWNER/AGENT may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.
- 28. Lead Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, OWNERS must disclose the presence of known lead-based paint hazards in the dwelling. RESIDENTS must also receive a federally approved pamphlet on lead poisoning prevention.
- OWNER/AGENT DISCLOSURE (Initial)**  
BMG \_\_\_\_\_ OWNER'S initials (on left) mean OWNER has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises and OWNER has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or on the Premises, or  
\_\_\_\_\_ See Attached. (A separate form is attached disclosing OWNER'S information.)  
\_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.



**RENTER'S ACKNOWLEDGEMENT (Initial)**

**RL** RENTER'S initial (on left) indicate that RENTER has received a copy of a "Protect Your Family from Lead in Your Home", and that RENTER shall notify OWNER promptly in writing of any deteriorating and/or peeling paint.

29. **BMG** **MOLD:** The OWNER/AGENT has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold contamination. Resident agrees to accept full responsibility and maintain the premises in a manner that prevents the occurrence of an infestation of mold in the premises. Resident also agrees to immediately report to the OWNER/AGENT any evidence of water leaks, excessive moisture or lack of proper ventilation and evidence of mold that cannot be removed by cleaning.

30. **ADDITIONS AND EXCEPTIONS:** Antique plumbing fixtures cannot be cleaned with abrasive cleaners such as Comet and cannot support excessive weight. Internet and phone vendor is Spectrum. No drilling holes into walls, doors, windows, or floors without prior written permission of Landlord. No painting without written permission of Landlord. Landlord's email is respectfulrestoration@gmail.com. Only approved picture hanging hardware to be used. No chlorine bleach is to be used on wood or tile surfaces, non-chlorine bleach does not damage the sealer or tile. Notices can be served by email.

31. **NOTICES:** All notices to RESIDENT shall be served at RESIDENT'S apartment / house and all notices to OWNER / AUTHORIZED PERSON shall be served to:

**Person Authorized To Manage Property:**

Name Christian Garris and Brandi Garris Address 633 West Fifth Street, 28th Floor, Los Angeles, CA 90071

Phone Number 310-428-8117

**Owner of property or a person who is authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for all notices and demands.**

Name \_\_\_\_\_ Address \_\_\_\_\_

Phone Number \_\_\_\_\_

**Person or Entity Authorized to Receive Payment of Rent:**

Name \_\_\_\_\_ Address \_\_\_\_\_

Phone Number \_\_\_\_\_

32. **INVENTORY:** The Apartment contains the following items for use by RESIDENT: Fujitsu Remote for AC, 2 unit keys, 2 gate keys, key cards, antique Wedgwood stove, LG refrigerator, and LG washer/dryer.

RESIDENT further acknowledges that the subject premises are furnished with the additional furnishings listed on the attached inventory and that said attached inventory is hereby made part of this agreement.

33. **RESIDENT** acknowledges receipt of the following, which shall be deemed a part of this Agreement: (Please check)

☒ House Rules \_\_\_\_\_ Pet Agreement \_\_\_\_\_ Garage Door Opener \_\_\_\_\_  
☐ Laundry Rules \_\_\_\_\_ Pool Rules \_\_\_\_\_ Other: \_\_\_\_\_  
☐ Mailbox Keys ☒ Apartment Keys \_\_\_\_\_

34. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid. The undersigned Residents are jointly and severally responsible for all obligations under this agreement and shall indemnify Owner for liability caused by the actions (omission or commission) of residents, their guests and invitees.

35. **NOTICE:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

36. **RECEIPT OF AGREEMENT:** The undersigned RESIDENT hereby certifies that he/she is fluent in the English language and has read and completely understands this Agreement and hereby acknowledges receipt of a copy of this "Rental Agreement and/or Lease." (**RL** **RESIDENT'S initials**), OR Pursuant to California Civil Code 1632, which requires translation of specified contracts or agreements that are negotiated in Spanish, Chinese, Vietnamese, Tagalog or Korean:

\_\_\_\_\_ **RESIDENT'S initials (on left)** hereby acknowledge that this Agreement was translated and interpreted in their foreign language of: \_\_\_\_\_.

Printed Name of Interpreter \_\_\_\_\_

Signature of Interpreter \_\_\_\_\_

Date \_\_\_\_\_

Owner/Agent \_\_\_\_\_ Date \_\_\_\_\_

Resident Rose Leal 7/10/20 Date \_\_\_\_\_

Owner/Agent \_\_\_\_\_ Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_

Owner/Agent \_\_\_\_\_ Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR THE ADEQUACY OF ANY PROVISION IN THIS AGREEMENT. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.





August 3, 2022

Re: Case Nos. DIR-2022-310-TOC-VHCA  
Project Location: 425-427 ½ S. Union Avenue (“the Project”)

Dear City Planning Commission,

I am writing to appeal the project DIR-2022-310-TOC-VHCA at 425-427 ½ S. Union. I am writing on behalf of my former neighbor Fermin Mendoza and his family, who live at 425 ¼ S. Union Ave. I formerly (2020-2021) lived at 429 S. Union Ave, in the building directly next door to Mr. Mendoza. Mr. Mendoza is not able to write in English or to fill out forms on the computer. He is a current tenant at the site of the project and he has asked me to file an appeal on his behalf because I am an active member of the Los Angeles Tenants Union, because I was his neighbor, and because I speak Spanish. Since Mr. Mendoza has standing to file an appeal, but is not himself capable of doing so, he has asked me to file an appeal in his stead. If the City Planning Commission believes that tenants including low-income and Spanish-speaking tenants should have any say over the projects that directly affect their lives then there needs to be a process by which these tenants have access to the appeals process and I am attempting to support Mr. Mendoza in exercising his rights to appeal.

Mr. Mendoza and other low-income, Spanish-speaking tenants continue to live at the project site and they are protected by the Rent Stabilization Ordinance. They live in Protected Units.

The SB 330 determination which was part of the city’s process for making a determination about this project includes false information that was known by previous owners to be false.

The SB 330 determination indicates that the owner had indicated that three of the four units on the site of the project were owner-occupied and that one was vacant. This was false. The same tenants have lived on site for many years and they are not related to the current or any previous owner. I include the relevant page here. A marketing package, also attached, shows that at the time the 2019 determination was issued, there was knowledge that there were many RSO tenants with low rents who were occupants of the building whose units should have been designated Protected and who per SB 330 are entitled to the right to remain, to temporary relocation, and to the right of return. These tenants and their rights under SB 330 are not mentioned in the LOD. No Ellis Act paperwork has been filed and there is no indication that the tenants are willing to accept voluntary vacate offers. Thus, it is not clear why the tenants who currently live on site and have nowhere else to go if they are displaced due to this project are not all identified, why no indication is made as to what rights these tenants have, and why the duties that owners and developers of this project have with respect to these tenants are not mentioned.

Sincerely,

Rose Lenehan

LA Tenants Union member – MacArthur Park Local

former tenant at 429 S. Union Ave #3

at the request of Fermin Mendoza, tenant at 425 ¼ S Union Ave, Los Angeles CA 90017

No income documents were provided for these units. Pursuant to (SB 330), where incomes of existing or former tenants are unknown, the required percentage of affordability is determined by the percentage of extremely low, very low, and low income rents in the jurisdiction as shown in the HUD Comprehensive Housing Affordability Strategy (CHAS) database. At the time of application, the CHAS database showed 30% Extremely Low (Below 31% Area Median Income [AMI]), 19% Very Low ([31% to 50% AMI]), and 18% Low ([51% to 80% AMI]) renter households for Los Angeles (for a total of 67%). The balance of these unit(s) (i.e. 33%) are presumed to have been occupied by persons and families above-lower income.

<b>Number of Existing Residential Dwelling Units and Protected Units within five (5) years of Owner's application:</b>		4
<b>Number of Protected Units Ellised within the last (10) years:</b>		0
<b>Number of Affordable Replacement Units required per CHAS:</b>		3
<b>4 Units x 67%</b>	<b>3 Units</b>	
30% Extremely Low	1 Unit	
19% Very Low	1 Unit	
18% Low	1 Unit	
Market Rate RSO units	1 Unit	
<b>Number of Unit(s) presumed to be above-lower income subject to replacement:</b>		1

#### **For Rental:**

Pursuant to CHAS, three (3) unit(s) need to be replaced with equivalent type, with one (1) unit restricted to Extremely Low Income Households, one (1) unit restricted to Very Low Income Households, and one (1) unit restricted to Low Income Households.

Per the Owner's statement, three (3) of the four (4) units were owner occupied at the time of the SB 330 submission; however, LAHD received no response to the tenant income verification letters that were sent on August 18, 2021 and DWP records show utility usage consistent with vacancy for two (2) of the four (4) units (per DWP, those units are referred to as 425 ½ South Union Avenue and 427 ½ South Union Avenue). The right to return applies to the properties located at 425 South Union Avenue (Francisco L. Rodas) and 427 South Union Avenue (Alfredo Jose Simon).

Please note that all the new units may be subject to RSO requirements unless the RSO is not applicable, or an RSO Exemption is filed and approved by the RSO Section. This determination is provisional and subject to verification by the RSO Section.

This RUD only applies if the proposed project is a rental TOC project and NOT condominiums. In the event the project changes to condominiums, the owner needs to request a RUD amendment to reflect 100% replacement of the units. In addition, if the project is changed from TOC to Density Bonus, a RUD amendment will also be required.

#### **\*\*WARNING\*\***

#### **LOT TIES AND EXISTING PRE-1978 SINGLE FAMILY DWELLING ON ONE LOT**

<b>ISSUE:</b>	Is a <b>LOT TIE</b> required for the <b>NEW</b> proposed housing development project?
<b>IF NO:</b>	Owner's existing Rent Stabilization (RSO) replacement obligation, if any, remains the <b>SAME</b> as above.
<b>IF YES:</b>	Owner's existing RSO replacement obligation, if any, will <b>INCREASE</b> by one and the proposed housing development project will also be subject to the RSO, unless the existing single family dwelling is demolished before the lots are tied.

**NOTE: This determination is provisional and is subject to verification by LAHD's Rent Division.**

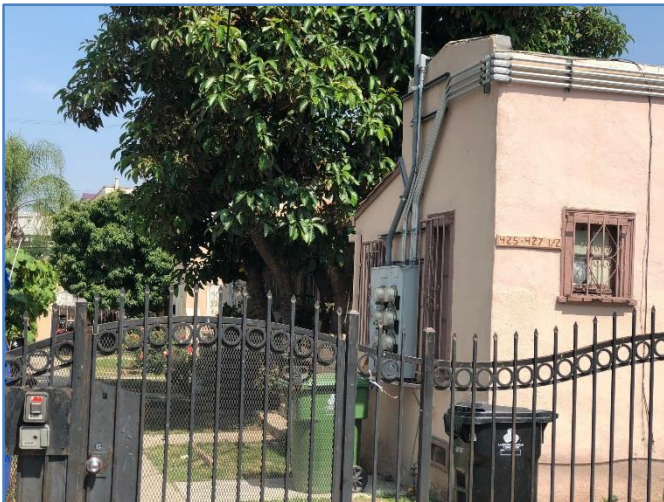
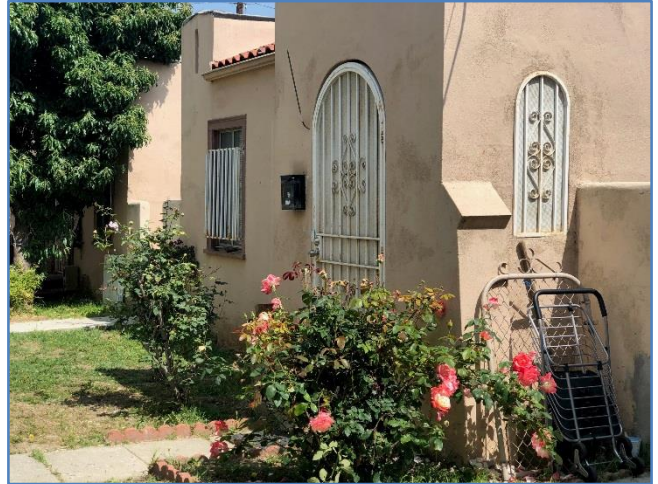


# FOR SALE



**425 S Union Avenue  
Los Angeles, CA 90017**

Tamarack Real Estate Services is proud to present this value add opportunity in Koreatown. The 4 unit building sits on a larger than averaged sized LAR4 zoned lot and is located south of 3rd Street and east of Alvarado Street. A developer has the ability to build 33 apartments, which breaks down to \$50,000 per buildable unit and \$181 per square foot on land. A new Buyer may be able to obtain favorable financing options.



Walk Score  
**91**

#### **Walker's Paradise**

Daily errands do not require a car.

Transit Score  
**87**

#### **Excellent Transit**

Transit is convenient for most trips.

Bike Score  
**52**

#### **Bikeable**



**MICHAEL E. SUSSON** Lic # 01515991

[E] [Michael@tamarackres.com](mailto:Michael@tamarackres.com)

[P] (818) 464-3217 [C] (310) 962-7210

[A] 15300 Ventura Boulevard, Suite 200 Sherman Oaks, CA 91403

# FOR SALE



**425 S Union Avenue  
Los Angeles, CA 90017**

## 33-Unit Apartment Rendering



Unit Type	Area	Quantity	Total Area	Parking Required	Parking Provided
Studio	390 SF	6	2,340 SF	11	24 Automatic + 1 ADA
Studio	420 SF	15	6,300 SF		
Studio	472 SF	1	472 SF		
1 Bed	570 SF	1	570 SF	4.5	
1 Bed	800 SF	4	3,200 SF		
1 Bed	790 SF	4	3,160 SF		
2 Beds	1,150 SF	1	1,150 SF	2	
2 Beds	1,000 SF	1	1,100 SF		
Total		33	18,292 SF	17.5	25



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# FOR SALE



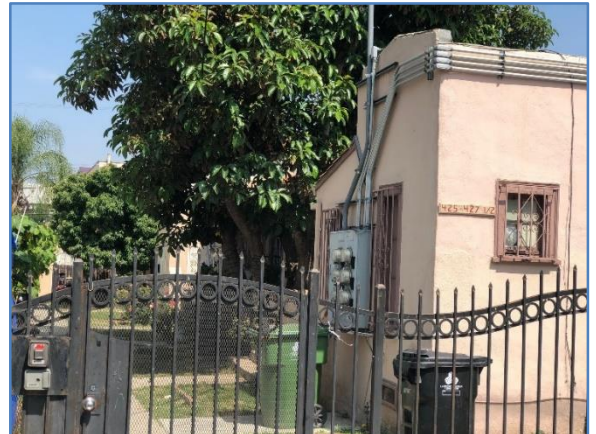
**425 S Union Avenue  
Los Angeles, CA 90017**

**Price: \$1,650,000**

- 45% Rental Upside
- \$50,000 per Buildable Unit
- Entitlements Approved For 33 Units
- Built in 1921
- Lot Size: 9,139 SF (\$181/SF)
- Building Size: 3,480 SF (\$474/SF)

## PROPOSED FINANCING

New First Loan:	\$1,237,500
Interest Rate:	3.50%
Amortization:	30
Monthly Payment:	\$5,557
DCR:	(0.25)



## Rent Roll

Unit #	Unit Type	Current Rent
#425	1+1	\$ 1,168
#425 ½	1+1	\$ 775
#425 ¼	1+1	\$ 727
#427 ½	1+1	\$ 1,147



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**F – LOS ANGELES HOUSING DEPARTMENT SB 330 REPLACEMENT UNIT  
DETERMINATION**



Ann Sewill, General Manager  
Tricia Keane, Executive Officer

Daniel Huynh, Assistant General Manager  
Anna E. Ortega, Assistant General Manager  
Luz C. Santiago, Assistant General Manager

City of Los Angeles



Eric Garcetti, Mayor

LOS ANGELES HOUSING DEPARTMENT

1200 West 7th Street, 9th Floor

Los Angeles, CA 90017

Tel: 213.928.9071

housing.lacity.org

DATE: October 21, 2021

TO: Bahram Raeen and Helen Baravarian Raeen, Trustees of the Bahram and Helen Raeen Living Trust, dated April 28, 2004, Owner

FROM: Marites Cunanan, Senior Management Analyst II  
Los Angeles Housing and Community Investment Department

SUBJECT: **Housing Crisis Act of 2019 (SB 330)**  
**(TOC) Amended Replacement Unit Determination**  
**RE: 425-427 South Union Avenue, Los Angeles, CA 90017**

Based on the Application for a Replacement Unit Determination (RUD) submitted by Daniel Ahadian on behalf of Bahram Raeen and Helen Baravarian Raeen, Trustees of the Bahram and Helen Raeen Living Trust, dated April 28, 2004 (Owner), for the above referenced property located at 425-427 South Union Avenue, Los Angeles, CA 90017 (APN: 5153-003-011) (Property) the Los Angeles Housing and Community Investment Department (HCIDLA) has determined that four (4) units (as detailed below) are subject to replacement pursuant to the requirements of the Housing Crisis Act of 2019 (SB 330).

#### **PROJECT SITE REQUIREMENTS:**

SB 330 prohibits the approval of any proposed housing development project on a site that will require the demolition of existing residential dwelling units or occupied or vacant "Protected Units" unless the proposed housing development project replaces those units as specified below. The replacement requirements below are applicable only to those proposed housing development projects that submit a complete application pursuant to California Government Code Section 65943 to the Department of City Planning on or after January 1, 2020.

#### **Replacement of Existing Residential Dwelling Units.**

The proposed housing development project shall provide at least as many residential dwelling units as the greatest number of residential dwelling units that existed on the project site within the past 5 years.

#### **Replacement of Existing or Demolished Protected Units.**

The proposed housing development project must also replace all existing or demolished "Protected Units." Protected Units are those residential dwelling units that are or were within the 5 years prior to the owner's application for a Replacement Unit Determination: (1) subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income, (2) subject to any form of rent or price control through a public entity's valid exercise of its police power within the 5 past years, (3) **occupied by lower or very low income households (an affordable Protected Unit)**, or (4) that were withdrawn from rent or lease per the Ellis Act, within the past 10 years.

Whether a unit qualifies as an affordable Protected Unit, is primarily measured by the income level of the occupants (i.e. W-2 forms, tax return, pay stubs etc.). In the absence of occupant income documentation, affordability will default to the percentage of extremely low, very low, and low income renters in the jurisdiction as shown in the latest HUD Comprehensive Housing Affordability Strategy (CHAS) database, which at the time of application, was at 30% extremely low income, 19% very low income and 18% low income for Transit Oriented communities (TOC) projects and 49% very low income an 18% low income for Density Bonus projects. The remaining 33% of the units are presumed above-low income and if subject to the Rent Stabilization Ordinance ("RSO"), must be replaced in accordance with the RSO. All replacement calculations resulting in fractional units shall be rounded up to the next whole number.

**Relocation, Right of Return, Right to Remain for Occupants of Protected Units.**

SB 330 also provides the right of first refusal for comparable units (i.e. same bedroom type) in the owner's proposed new housing development to occupants of Protected Units. Therefore, for occupied units, the replacement units must be of the same bedroom type of the units demolished. The comparable replacement units must be provided at a rent or sales price affordable to the same or lower income category. Occupants of Protected Units also are entitled to receive relocation to state or local law, whichever provides greater assistance and the right to remain in their unit until 6 months before the start of construction.

**THE PROPOSED HOUSING DEVELOPMENT PROJECT:**

Per the statement received by LAHD on July 22, 2021, the Owner plans to construct a new, six (6) story, thirty-eight (38) unit multi-family building on the Property pursuant to TOC.

**PROPERTY STATUS (AKA THE "PROJECT SITE"):**

The Owner originally submitted an Application for a AB 2222 Replacement Unit Determination for the Property on August 17, 2016. In order to comply with the required 5 year look back period, LAHD collected and reviewed data from August 2011 to August 2016.

**Review of Documents:**

Pursuant to the Grant Deed, the Previous Owner, 2669 San Marino, LLC, a California limited liability company, acquired the Property on May 23, 2016. The property was eventually acquired by the Current Owner, Bahram Raeen and Helen Baravarian Raeen, Trustees of the Bahram and Helen Raeen Living Trust, dated April 28, 2004 on December 18, 2020.

Department of City Planning (ZIMAS), County Assessor Parcel Information (LUPAMS), DataTree database, Billing Information Management System (BIMS) database, and the Code, Compliance and Rent Information System (CRIS) database, indicates a use code of "0400 – Residential – Four Units (Any Combination)" for the property commonly known as 425-427 South Union Avenue, Los Angeles, CA 90017.

Google Earth images, the Rent Stabilization Ordinance (RSO) Unit and an Internet Search supports that the Property contains one (1) multi-family structure.

The Los Angeles Department of Building and Safety database indicates that the Owner has applied for demolition permits (21019-30000-00819, 21019-30000-00817, and 21019-30000-00815), permits not issued, and applied for a Building Permit (21010-10000-04246), permit not issued.

**REPLACEMENT UNIT DETERMINATION:**

The Existing Residential Dwelling Units at the Property:

ADDRESS	BEDROOM TYPE	"PROTECTED?"	BASIS OF "PROTECTED" STATUS
425 South Union Avenue	1 Bedroom	Yes	RSO
425 ½ South Union Avenue	1 Bedroom	Yes	RSO
427 South Union Avenue	1 Bedroom	Yes	RSO
427 ½ South Union Avenue	1 Bedroom	Yes	RSO
<b>Totals: 4 Units</b>	<b>4 Bedrooms</b>		



No income documents were provided for these units. Pursuant to (SB 330), where incomes of existing or former tenants are unknown, the required percentage of affordability is determined by the percentage of extremely low, very low, and low income rents in the jurisdiction as shown in the HUD Comprehensive Housing Affordability Strategy (CHAS) database. At the time of application, the CHAS database showed 30% Extremely Low (Below 31% Area Median Income [AMI]), 19% Very Low ([31% to 50% AMI]), and 18% Low ([51% to 80% AMI]) renter households for Los Angeles (for a total of 67%). The balance of these unit(s) (i.e. 33%) are presumed to have been occupied by persons and families above-lower income.

<b>Number of Existing Residential Dwelling Units and Protected Units within five (5) years of Owner's application:</b>		4
<b>Number of Protected Units Ellised within the last (10) years:</b>		0
<b>Number of Affordable Replacement Units required per CHAS:</b>		3
<b>4 Units x 67%</b>	<b>3 Units</b>	
30% Extremely Low	1 Unit	
19% Very Low	1 Unit	
18% Low	1 Unit	
Market Rate RSO units	1 Unit	
<b>Number of Unit(s) presumed to be above-lower income subject to replacement:</b>		1

### **For Rental:**

Pursuant to CHAS, three (3) unit(s) need to be replaced with equivalent type, with one (1) unit restricted to Extremely Low Income Households, one (1) unit restricted to Very Low Income Households, and one (1) unit restricted to Low Income Households.

Per the Owner's statement, three (3) of the four (4) units were owner occupied at the time of the SB 330 submission; however, LAHD received no response to the tenant income verification letters that were sent on August 18, 2021 and DWP records show utility usage consistent with vacancy for two (2) of the four (4) units (per DWP, those units are referred to as 425 ½ South Union Avenue and 427 ½ South Union Avenue). The right to return applies to the properties located at 425 South Union Avenue (Francisco L. Rodas) and 427 South Union Avenue (Alfredo Jose Simon).

Please note that all the new units may be subject to RSO requirements unless the RSO is not applicable, or an RSO Exemption is filed and approved by the RSO Section. This determination is provisional and subject to verification by the RSO Section.

This RUD only applies if the proposed project is a rental TOC project and NOT condominiums. In the event the project changes to condominiums, the owner needs to request a RUD amendment to reflect 100% replacement of the units. In addition, if the project is changed from TOC to Density Bonus, a RUD amendment will also be required.

### **\*\*WARNING\*\***

### **LOT TIES AND EXISTING PRE-1978 SINGLE FAMILY DWELLING ON ONE LOT**

<b>ISSUE:</b>	Is a <b>LOT TIE</b> required for the <b>NEW</b> proposed housing development project?
<b>IF NO:</b>	Owner's existing Rent Stabilization (RSO) replacement obligation, if any, remains the <b>SAME</b> as above.
<b>IF YES:</b>	Owner's existing RSO replacement obligation, if any, will <b>INCREASE</b> by one and the proposed housing development project will also be subject to the RSO, unless the existing single family dwelling is demolished before the lots are tied.

**NOTE: This determination is provisional and is subject to verification by LAHD's Rent Division.**

If you have any questions about this RUD, please contact Kenneth Le at [Kenneth.le@lacity.org](mailto:Kenneth.le@lacity.org).

cc: Los Angeles Housing and Community Investment Department File  
Bahram Raeen and Helen Baravarian Raeen, Trustees of the Bahram and Helen Raeen Living Trust,  
dated April 28, 2004, Owner  
[Planning.PARP@lacity.org](mailto:Planning.PARP@lacity.org), Department of City Planning

MAC:kl



**G – GEOLOGY AND SOILS REPORT APPROVAL LETTER DATED APRIL 4, 2019**

BOARD OF  
BUILDING AND SAFETY  
COMMISSIONERS

VAN AMBATIELOS  
PRESIDENT

E. FELICIA BRANNON  
VICE PRESIDENT

JOSELYN GEAGA-ROSENTHAL  
GEORGE HOVAGUIMIAN  
JAVIER NUNEZ

CITY OF LOS ANGELES  
CALIFORNIA



ERIC GARCETTI  
MAYOR

DEPARTMENT OF  
BUILDING AND SAFETY  
201 NORTH FIGUEROA STREET  
LOS ANGELES, CA 90012

FRANK M. BUSH  
GENERAL MANAGER  
SUPERINTENDENT OF BUILDING

OSAMA YOUNAN, P.E.  
EXECUTIVE OFFICER

**GEOLOGY AND SOILS REPORT APPROVAL LETTER**

April 4, 2019

LOG # 106955-01  
SOILS/GEOLOGY FILE - 2

2669 San Marino LLC c/o Kenny Hong  
3435 Wilshire Boulevard, Suite 1190  
Los Angeles, CA 90010

TRACT: OSCAR B. SMITH'S CROWN HILL TRACT (MP 8-169)  
LOT: 34  
LOCATION: 425-427 S. Union Avenue

<u>CURRENT REFERENCE</u> <u>REPORT/LETTER</u>	<u>REPORT</u> <u>No.</u>	<u>DATE OF</u> <u>DOCUMENT</u>	<u>PREPARED BY</u>
Response Report	1731-G	03/04/2019	Pacific Geotech, Inc.

<u>PREVIOUS REFERENCE</u> <u>REPORT/LETTER(S)</u>	<u>REPORT</u> <u>No.</u>	<u>DATE OF</u> <u>DOCUMENT</u>	<u>PREPARED BY</u>
Dept. Review Letter	106955	02/20/2019	LADBS
Geology/Soils Report	1731-G	01/17/2019	Pacific Geotech, Inc.

The Grading Division of the Department of Building and Safety has reviewed the referenced reports that provide recommendations for the proposed construction of a 10-story apartment building with roof deck including 2 subterranean parking levels. The earth materials at the subsurface exploration locations consist of up to 2 feet of uncertified fill underlain by siltstone and sandstone bedrock that dips 14 to 23 degrees to the south and will surcharge the south facing shoring and retaining walls. The consultants recommend to design all retaining walls below the historic high groundwater depth of 10 feet for hydrostatic conditions and to support the proposed structures on conventional foundations bearing on competent bedrock.

The referenced reports are acceptable, provided the following conditions are complied with during site development:

(Note: Numbers in parenthesis ( ) refer to applicable sections of the 2017 City of LA Building Code. P/BC numbers refer the applicable Information Bulletin. Information Bulletins can be accessed on the internet at LADBS.ORG.)

1. The entire site shall be brought up to the current Code standard (7005.9).
2. Approval shall be obtained from the Department of Public Works, Bureau of Engineering, Development Services and Permits Program for the proposed removal of support and/or retaining of slopes adjoining to public way (3307.3.2).

201 N. Figueroa Street 3rd Floor, LA (213) 482-7045



3. Secure the notarized written consent from all owners upon whose property proposed grading/construction access is to extend, in the event off-site grading and/or access for construction purposes is required (7006.6). The consent shall be included as part of the final plans.
4. The geologist and soils engineer shall review and approve the detailed plans prior to issuance of any permits. This approval shall be by signature on the plans that clearly indicates the geologist and soils engineer have reviewed the plans prepared by the design engineer; and, that the plans include the recommendations contained in their reports (7006.1).
5. All recommendations of the reports that are in addition to or more restrictive than the conditions contained herein shall be incorporated into the plans.
6. A copy of the subject and appropriate referenced reports and this approval letter shall be attached to the District Office and field set of plans (7006.1). Submit one copy of the above reports to the Building Department Plan Checker prior to issuance of the permit.
7. A grading permit shall be obtained for all structural fill and retaining wall backfill (106.1.2).
8. All man-made fill shall be compacted to a minimum 90 percent of the maximum dry density of the fill material per the latest version of ASTM D 1557. Where cohesionless soil having less than 15 percent finer than 0.005 millimeters is used for fill, it shall be compacted to a minimum of 95 percent relative compaction based on maximum dry density. Placement of gravel in lieu of compacted fill is only allowed if complying with LAMC Section 91.7011.3.
9. Existing uncertified fill shall not be used for support of footings, concrete slabs or new fill (1809.2, 7011.3).
10. Drainage in conformance with the provisions of the Code shall be maintained during and subsequent to construction (7013.12).
11. Grading shall be scheduled for completion prior to the start of the rainy season, or detailed temporary erosion control plans shall be filed in a manner satisfactory to the Grading Division of the Department and the Department of Public Works, Bureau of Engineering, B-Permit Section, for any grading work in excess of 200 cubic yards (7007.1).

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12. All loose foundation excavation material shall be removed prior to commencement of framing.
13. The applicant is advised that the approval of this report does not waive the requirements for excavations contained in the General Safety Orders of the California Department of Industrial Relations (3301.1).
14. Temporary excavations that remove lateral support to the public way, adjacent property, or adjacent structures shall be supported by shoring, as recommended. Note: Lateral support shall be considered to be removed when the excavation extends below a plane projected downward at an angle of 45 degrees from the bottom of a footing of an existing structure, from the edge of the public way or an adjacent property. (3307.3.1)
15. Prior to the issuance of any permit that authorizes an excavation where the excavation is to be of a greater depth than are the walls or foundation of any adjoining building or structure and located closer to the property line than the depth of the excavation, the owner of the subject site shall provide the Department with evidence that the adjacent property owner has been given a 30-day written notice of such intent to make an excavation (3307.1).



16. The soils engineer shall review and approve the shoring and/or underpinning plans prior to issuance of the permit (3307.3.2).
17. Prior to the issuance of the permits, the soils engineer and/or the structural designer shall evaluate the surcharge loads used in the report calculations for the design of the retaining walls and shoring. If the surcharge loads used in the calculations do not conform to the actual surcharge loads, the soil engineer shall submit a supplementary report with revised recommendations to the Department for approval.
18. Unsurcharged temporary excavations are not proposed as all excavations shall be shored, as recommended.
19. Shoring shall be designed for the lateral earth pressures specified in the section titled "Temporary Shoring" starting on page 11 of the 01/17/2019 report; all surcharge loads shall be included into the design. Total lateral load on shoring piles shall be determined by multiplying the recommended EFP by the pile spacing.
20. Shoring shall be designed for a maximum lateral deflection of 1 inch, provided there are no structures within a 1:1 plane projected up from the base of the excavation. Where a structure is within a 1:1 plane projected up from the base of the excavation, shoring shall be designed for a maximum lateral deflection of ½ inch, or to a lower deflection determined by the consultant that does not present any potential hazard to the adjacent structure.
21. A shoring monitoring program shall be implemented to the satisfaction of the soils engineer.
22. All foundations shall derive entire support from competent bedrock, as recommended and approved by the geologist and soils engineer by inspection.
23. Slabs placed on approved compacted fill shall be at least 4 inches thick, as recommended, and shall be reinforced with ½-inch diameter (#4) reinforcing bars spaced a maximum of 16 inches on center each way.
24. Concrete floor slabs placed on expansive soil shall be placed on a 4-inch fill of coarse aggregate or on a moisture barrier membrane.
25. The seismic design shall be based on a Site Class C, as recommended. All other seismic design parameters shall be reviewed by LADBS building plan check.
26. Retaining walls shall be designed for the lateral earth pressures specified in the section titled "Retaining Walls" starting on page 2 of the 03/04/2019 report. All surcharge loads shall be included into the design.
27. Retaining walls higher than 6 feet shall be designed for lateral earth pressure due to earthquake motions as specified on page 9 of the 01/17/2019 report (1803.5.12). Note: Lateral earth pressure due to earthquake motions shall be in addition to static lateral earth pressures and other surcharge pressures.
28. Basement walls and other walls in which horizontal movement is restricted at the top shall be designed for at-rest pressure as specified on page 2 of the 03/04/2019 report (1610.1). All surcharge loads shall be included into the design.
29. All retaining walls shall be provided with a standard surface backdrain system and all drainage shall be conducted in a non-erosive device to the street in an acceptable manner (7013.11).



30. With the exception of retaining walls designed for hydrostatic pressure, all retaining walls shall be provided with a subdrain system to prevent possible hydrostatic pressure behind the wall. Prior to issuance of any permit, the retaining wall subdrain system recommended in the soils report shall be incorporated into the foundation plan which shall be reviewed and approved by the soils engineer of record (1805.4).
31. Installation of the subdrain system shall be inspected and approved by the soils engineer of record and the City grading/building inspector (108.9).
32. Basement walls and floors shall be waterproofed/damp-proofed with an LA City approved "Below-grade" waterproofing/damp-proofing material with a research report number (104.2.6).
33. Prefabricated drainage composites (Miradrain, Geotextiles) may be only used in addition to traditionally accepted methods of draining retained earth.
34. Where the ground water table is lowered and maintained at an elevation not less than 6 inches below the bottom of the lowest floor, or where hydrostatic pressures will not occur, the floor and basement walls shall be damp-proofed. Where a hydrostatic pressure condition exists, and the design does not include a ground-water control system, basement walls and floors shall be waterproofed. (1803.5.4, 1805.1.3, 1805.2, 1805.3)
35. The structure shall be connected to the public sewer system per P/BC 2014-027.
36. All concentrated drainage shall be conducted in an approved device and disposed of in a manner approved by the LADBS (7013.10).
37. Any recommendations prepared by the geologist and/or the soils engineer for correction of geological hazards found during grading shall be submitted to the Grading Division of the Department for approval prior to use in the field (7008.2, 7008.3).
38. The geologist and soils engineer shall inspect all excavations to determine that conditions anticipated in the report have been encountered and to provide recommendations for the correction of hazards found during grading (7008, 1705.6 & 1705.8).
39. Prior to pouring concrete, a representative of the consulting soils engineer shall inspect and approve the footing excavations. The representative shall post a notice on the job site for the LADBS Inspector and the Contractor stating that the work inspected meets the conditions of the report. No concrete shall be poured until the LADBS Inspector has also inspected and approved the footing excavations. A written certification to this effect shall be filed with the Grading Division of the Department upon completion of the work. (108.9 & 7008.2)
40. Prior to excavation an initial inspection shall be called with the LADBS Inspector. During the initial inspection, the sequence of construction; shoring; protection fences; and, dust and traffic control will be scheduled (108.9.1).
41. Installation of shoring, underpinning, slot cutting and/or pile excavations shall be performed under the inspection and approval of the soils engineer and deputy grading inspector (1705.6, 1705.8).
42. Prior to the placing of compacted fill, a representative of the soils engineer shall inspect and approve the bottom excavations. The representative shall post a notice on the job site for the LADBS Inspector and the Contractor stating that the soil inspected meets the conditions of the report. No fill shall be placed until the LADBS Inspector has also inspected and approved the bottom excavations. A written certification to this effect shall be included in the final compaction report filed with the Grading Division of the Department. All fill shall be placed under the inspection and approval of the soils engineer. A compaction report together with the approved soil

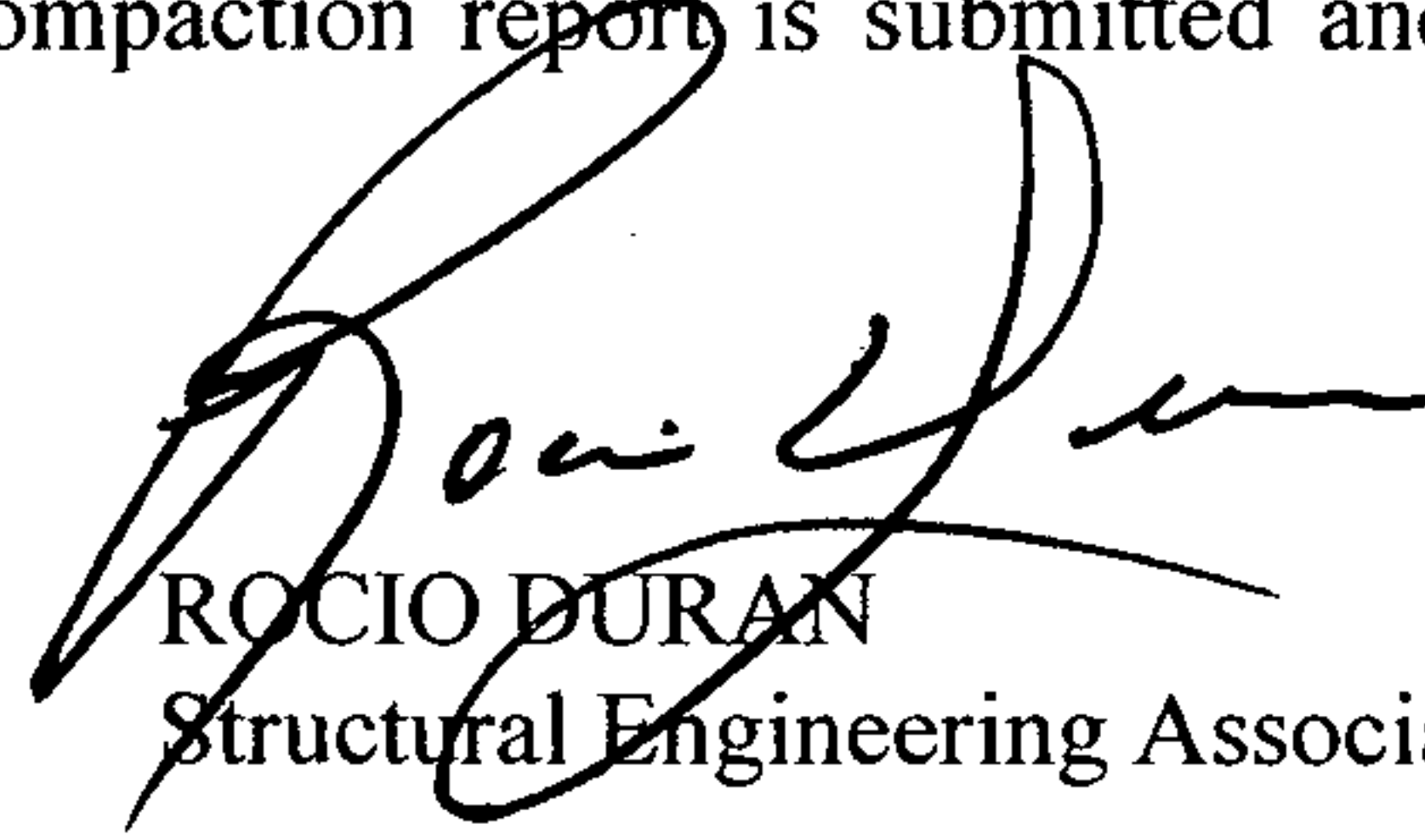
425-427 S. Union Avenue

report and Department approval letter shall be submitted to the Grading Division of the Department upon completion of the compaction. In addition, an Engineer's Certificate of Compliance with the legal description as indicated in the grading permit and the permit number shall be included (7011.3).

43. No footing/slab shall be poured until the compaction report is submitted and approved by the Grading Division of the Department.



CASEY LEE JENSEN  
Engineering Geologist Associate III



ROCIO DURAN  
Structural Engineering Associate I

CLJ/RD:clj/rd  
Log No. 106955-01  
213-482-0480

cc: The Code Solution, Applicant  
Pacific Geotech, Inc., Project Consultant  
LA District Office



CITY OF LOS ANGELES  
DEPARTMENT OF BUILDING AND SAFETY  
Grading Division

District <u>LA</u>	Log No. <u>106955-01</u>
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APPLICATION FOR REVIEW OF TECHNICAL REPORTS

INSTRUCTIONS

- A. Address all communications to the Grading Division, LADBS, 221 N. Figueroa St., 12th Fl., Los Angeles, CA 90012  
Telephone No. (213)482-0480.
- B. Submit two copies (three for subdivisions) of reports, one "pdf" copy of the report on a CD-Rom or flash drive,  
and one copy of application with items "1" through "10" completed.
- C. Check should be made to the City of Los Angeles.

1. LEGAL DESCRIPTION <u>(MP 8-169)</u>	2. PROJECT ADDRESS:
Tract: <u>OSCAR B SMITH'S CROWN HILL</u>	<u>425-427 S UNION. AVE</u>
Block: _____ Lots: <u>34</u>	4. APPLICANT <u>THE CODE SOLUTION</u>
3. OWNER: <u>SAN MARINO LLC</u>	Address: <u>800 W. 6TH ST. #1250</u>
Address: <u>3435 WILSHIRE BLVD</u>	City: <u>LOS ANGELES</u> Zip: <u>90017</u>
City: <u>LOS ANGELES</u> Zip: <u>90010</u>	Phone (Daytime): <u>(213) 537-0158</u>
Phone (Daytime): _____	E-mail address: <u>LIZ@THECODESOLUTION.COM</u>

5. Report(s) Prepared by: <u>PGI</u>	6. Report Date(s): <u>MARCH 4 2019</u>
--------------------------------------	--

7. Status of project: <input checked="" type="checkbox"/> Proposed	<input type="checkbox"/> Under Construction	<input type="checkbox"/> Storm Damage
8. Previous site reports? <input type="checkbox"/> YES	if yes, give date(s) of report(s) and name of company who prepared report(s)	

9. Previous Department actions? ☐ YES if yes, provide dates and attach a copy to expedite processing.

Dates: \_\_\_\_\_

10. Applicant Signature: <u>[Signature]</u>	Position: _____
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(DEPARTMENT USE ONLY)

REVIEW REQUESTED	FEES	REVIEW REQUESTED	FEES
<input type="checkbox"/> Soils Engineering		No. of Lots	
<input type="checkbox"/> Geology		No. of Acres	
<input type="checkbox"/> Combined Soils Engr. & Geol.		<input type="checkbox"/> Division of Land	
<input type="checkbox"/> Supplemental		Other	
<input checked="" type="checkbox"/> Combined Supplemental	<u>363.00</u>	<input checked="" type="checkbox"/> Expedite	<u>181.50</u>
<input type="checkbox"/> Import-Export Route		<input type="checkbox"/> Response to Correction	
Cubic Yards: _____		<input type="checkbox"/> Expedite ONLY	
		Sub-total	<u>544.50</u>
		Surcharges	<u>129.80</u>
		TOTAL FEE	<u>674.30</u>

ACTION BY: \_\_\_\_\_

THE REPORT IS: ☐ NOT APPROVED

☐ APPROVED WITH CONDITIONS ☐ BELOW ☐ ATTACHED

For Geology	Date
For Soils	Date

Fee Due: <u>674.30</u>	
Fee Verified By: <u>ml</u> Date: <u>3/13/19</u>	
IN DEPARTMENT OF BUILDING AND SAFETY (Cashier Use Only)	
LA HENR 100110414 3/13/2019 3:30:14 PM	
GRADING REPORT	\$563.00
SYSTEMS DEV SURCH	\$21.70
GEN PLAN MAINT SURCH	\$25.41
DEV SERV CENTER SURCH	\$10.89
CITY PLAN SURCH	\$21.70
PLAN APPROVAL FEE	\$101.50
SYSTEMS DEV SURCH	\$10.89
GEN PLAN MAINT SURCH	\$12.71
DEV SERV CENTER SURCH	\$5.46
CITY PLAN SURCH	\$10.89
MISCELLANEOUS	\$10.00

Sub Total: \$674.30

Receipt #: 0100013750

425-427 S UNION AV



**PACIFIC GEOTECH, INC.**  
**GEOTECHNICAL ENGINEERING CONSULTANT**

15038 CLARK AVE, HACIENDA HEIGHTS, CA 91745 • TEL 626-333-8507 • FAX 626-333-5056

E-mail: [info@PGIsoil.com](mailto:info@PGIsoil.com)

March 4, 2019  
Project No.: 1731-G

2669 San Marino, LLC  
3435 Wilshire Blvd, Suite 1190  
Los Angeles, CA 90010

Attention: Kenny Hong

SUBJECT: Response to Geology and Soils Report Review Letter  
Proposed Apartment Building  
425-427 S. Union Ave, Los Angeles, CA  
Tract: Oscar B. Smith's Crown Hill Tract (MP 8-169)  
Lot: 34

REFERENCE: Geology and Soils Engineering Investigation Report, dated 01/17/19.  
Geology and Soils Report Review Letter, Log # 106955, dated 02/20/19

Dear Mr. Hong,

This is in response to the referenced Geology and Soils Report Review Letter, Log # 105231, dated 10/09/18.

Item 1

In section 8.5 Retaining Wall on page 8 of the subject report contains a typographical error. This section of the subject report shall have stated that the retaining walls will be approximately 20 feet in maximum height, consistent with the calculations.

Item 2

There was a second typographical error in the subject report. A revised calculation with laboratory supported data is provided on Plate 1.

Item 3

A revised calculation is presented on Plate 1.

1060521201976894



Item 4

The historically high groundwater table at the site is approximately between 10 to 20 feet below the ground surface published by the State of California, Department of Conservation, Division of Mines and Geology, Open-File Report 98-10, Seismic Hazard Evaluation of the Hollywood Quadrangle.

Basement walls and other walls in which horizontal movement is restricted at the top shall be designed using the at-rest pressure diagram below as substantiated by the calculations below.

$$\begin{aligned}\text{At-rest pressure} &= \gamma_t (1 - \sin \phi) \\ &= 120 \times (1 - \sin 20) \\ &= 80 \quad \text{pounds per cubic foot, above groundwater table}\end{aligned}$$

and

$$\begin{aligned}&= (\gamma_{\text{sat}} - \gamma_w) (1 - \sin \phi) + \gamma_w \\ &= 100 \quad \text{pounds per cubic foot, below groundwater table}\end{aligned}$$

Freestanding retaining walls free to move and rotate at the top may be designed using the active earth pressure diagram below as substantiated by the calculations below.

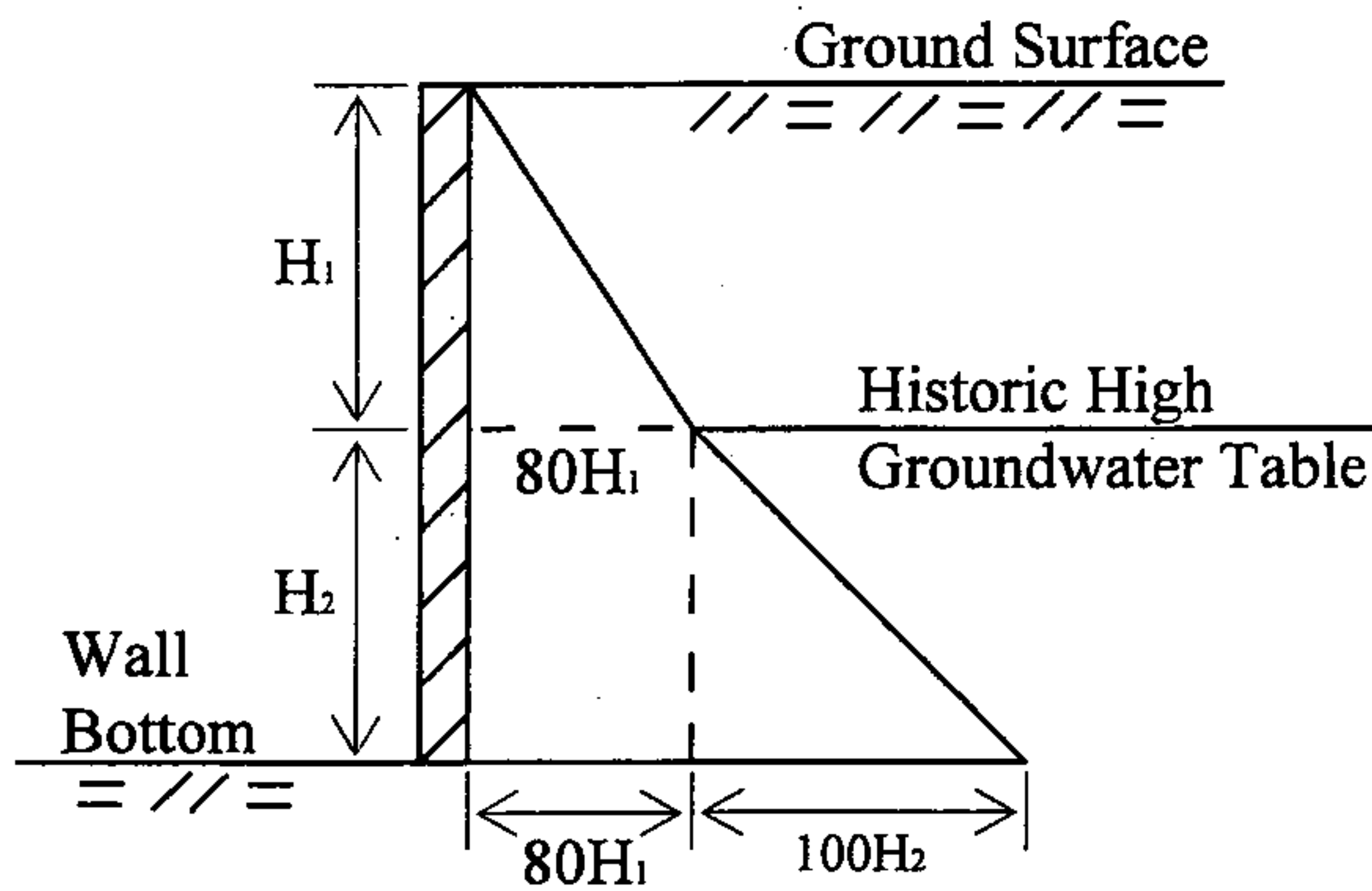
$$\begin{aligned}\text{Active pressure} &= \gamma_t K_a \\ &= \gamma_t \tan^2 (45 - \phi/2) \\ &= 120 \times \tan^2 (45 - 20/2) \\ &= 60 \quad \text{pounds per cubic foot, above groundwater table}\end{aligned}$$

and

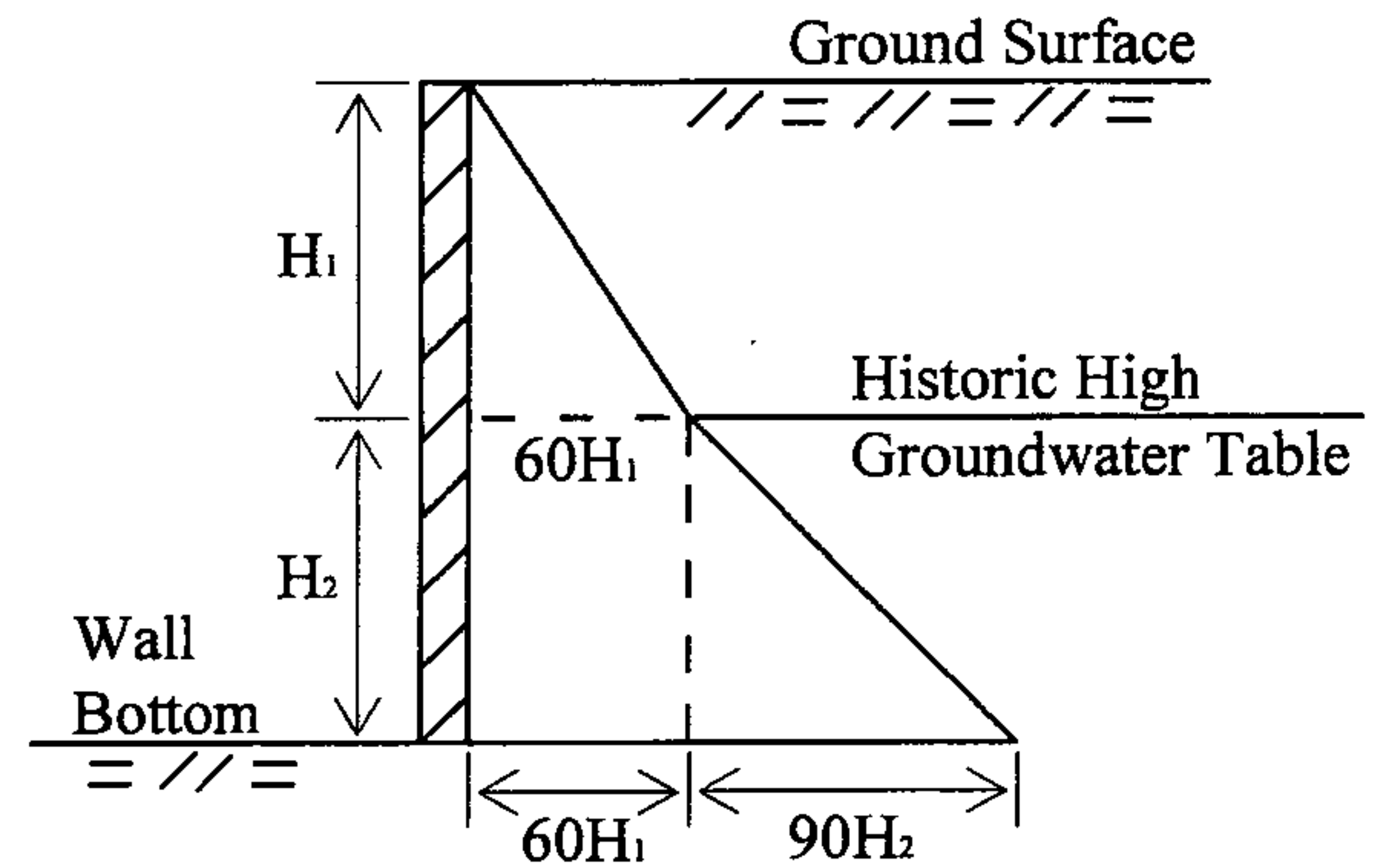
$$\begin{aligned}&= (\gamma_{\text{sat}} - \gamma_w) K_a + \gamma_w \\ &= (\gamma_{\text{sat}} - \gamma_w) \tan^2 (45 - \phi/2) + \gamma_w \\ &= 90 \quad \text{pounds per cubic foot, below groundwater table}\end{aligned}$$

The recommended values above for both at-rest and active pressures are greater than the calculated value analyzed by a limit equilibrium method (Free-Body Diagram and Vectors) presented on Plate 1.

At-rest Pressure



Active Pressure



Assumed historically high groundwater table at the site is estimated 10 feet below grade. Subdrain shall be installed at the historically high groundwater level. Walls should be designed for the hydrostatic pressure from the top if subdrain is not installed at the historically high groundwater level in which case  $H_1$  is zero.

To prevent hydrostatic pressure (uplift pressure) since the proposed lowest finish floor level and foundations will be below the historically highest groundwater, it is recommended that at least 6-inch thick crushed rock or gravel shall be placed beneath the lowest floor slabs and foundations. Perforated pipes at a 20-foot interval in both directions shall be placed at the bottom of the crushed rock or gravel for drainage and connected to sump pump. Perforated pipes shall also be wrapped with geo-textile fabric to prevent clogging.

Item 5

The oxidation staining observed was minimal and localized, and is not indicative that historic groundwater had inundated the bedrock.



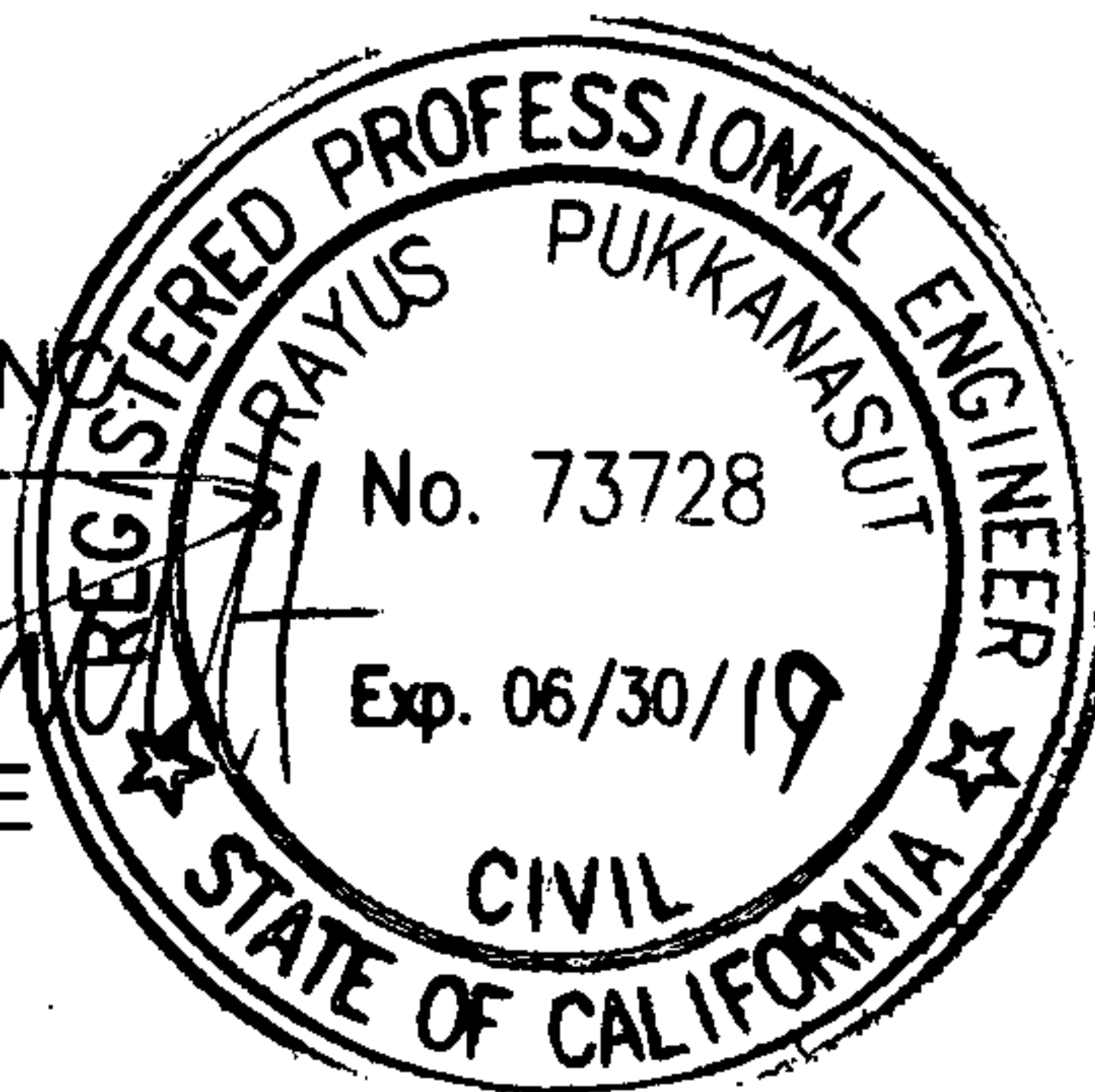
Item 6

Repeated residual shear tests were performed on a sample of the bedrock oriented along bedding planes. The sample was collected perpendicular to the bedding. The bedrock tested is believed to represent the weakest bedrock material. The samples were saturated under normal load before testing. Shear loads were applied at a rate of 0.03-inch per minute in accordance with the undrained shear test procedure. The stress-strain curve for the selected sample is presented on Plate 2-1, 2-2, and 2-3 in addition to the shear test plot on Plate 2-4.

Sincerely,

PACIFIC GEOTECH, INC.

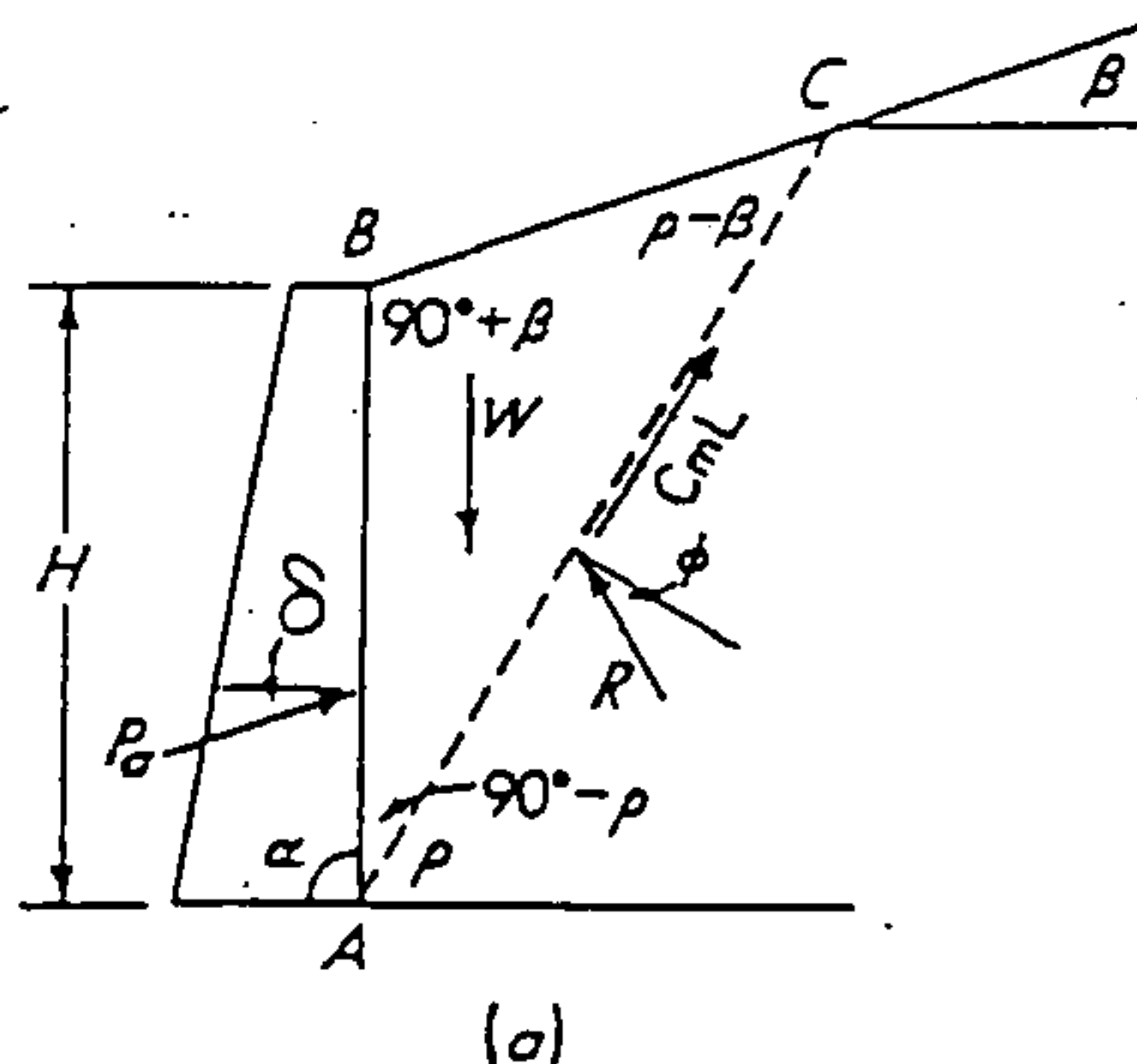
Jirayus Pukkanasut, PE  
RCE No.: 73728



  
Walter Romanowski  
CEG No. 1942

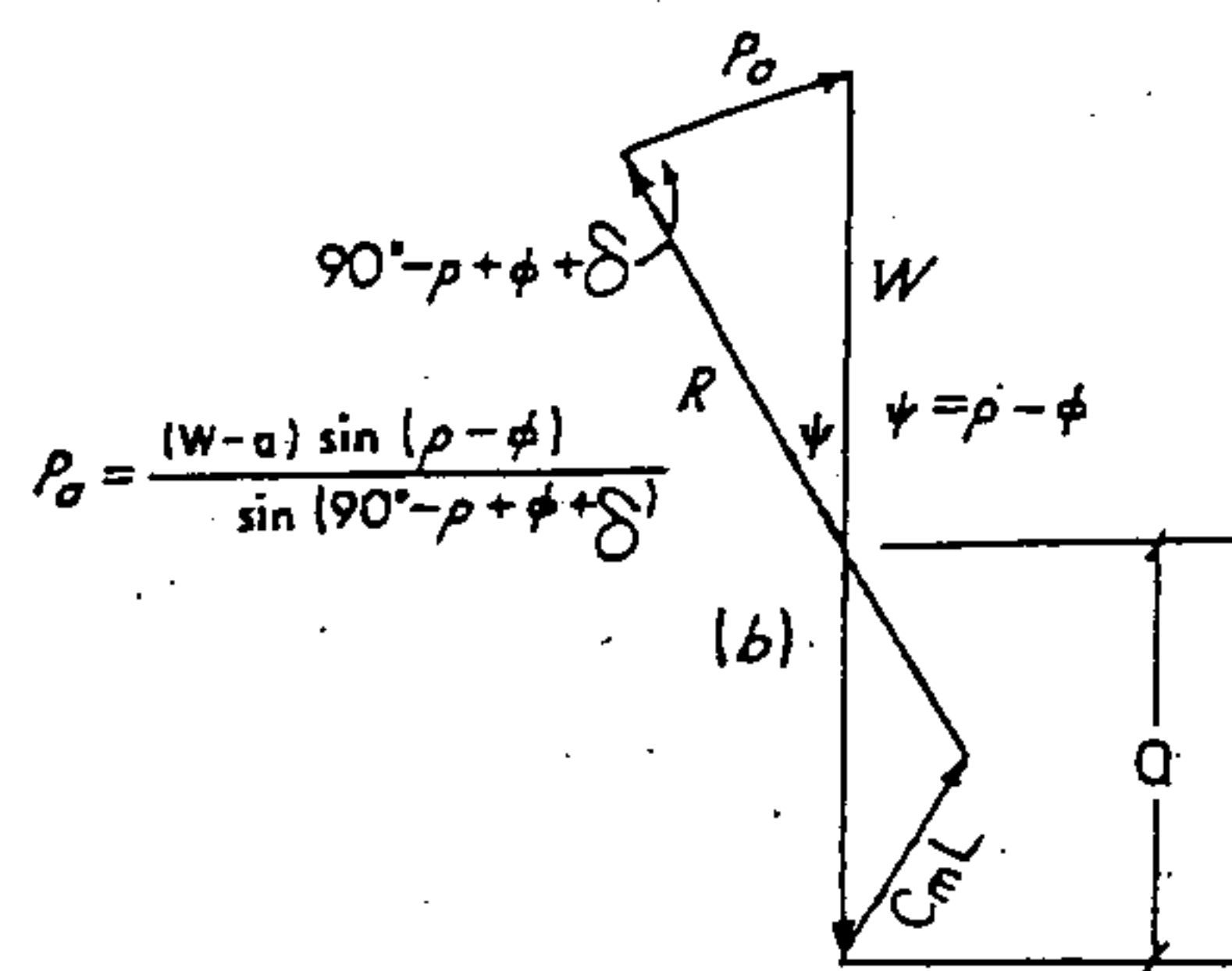


## LATERAL EARTH PRESSURE ON RETAINING WALL



$$\text{Area } ABC = \frac{1}{2} H^2 \frac{\sin(90^\circ - \rho) \sin(90^\circ + \beta)}{\sin(\rho - \beta)}$$

$$W = \frac{1}{2} \gamma H^2 \frac{\cos \rho \cos \beta}{\sin(\rho - \beta)}$$



## SOIL PARAMETERS

Cohesion, $C$	=	270.0	pounds per square foot
Angle of Friction, $\phi$	=	20.0	degrees
Wet Density of Soil, $\gamma$	=	120.0	pounds per cubic foot

## ANALYSES

Mobilized Cohesion, $C_m$	=	180.0	degrees
Mobilized Angle of Friction, $f_m$	=	13.3	pounds per square foot
Angle of Wall Friction, $d=2\phi/3$	=	13.3	degrees
Slope Angle, $\beta$	=	0.0	degrees
Angle of Active Failure Plane, $\rho$	=	55.0	degrees
Length of Failure Plane, $L$	=	24.4	feet
Wall Height, $H$	=	20.0	feet
Weight of Failure Wedge, $W$	=	16.8	kips
Surcharge Load, $Q$	=	3.0	kips
Total Weight of Failure Wedge, $W_t$	=	19.8	kips
Factor-of-Safety, $FS$	=	1.5	
$W = (0.5gH^2 \cos \rho \cos \beta) / \sin(\rho - \beta)$	=	16.8	kips
$a = (C_m L) \sin(90 + f_m) / \sin(\rho - f_m)$	=	6.4	kips
$P_a = (W_t - a) \sin(\rho - f_m) / \sin(90 - \rho + f_m + d)$	=	10.1	kips

$$EFP_{\text{Wall}} = 2P_a/H^2 = 50.5 \text{ pounds per cubic foot}$$

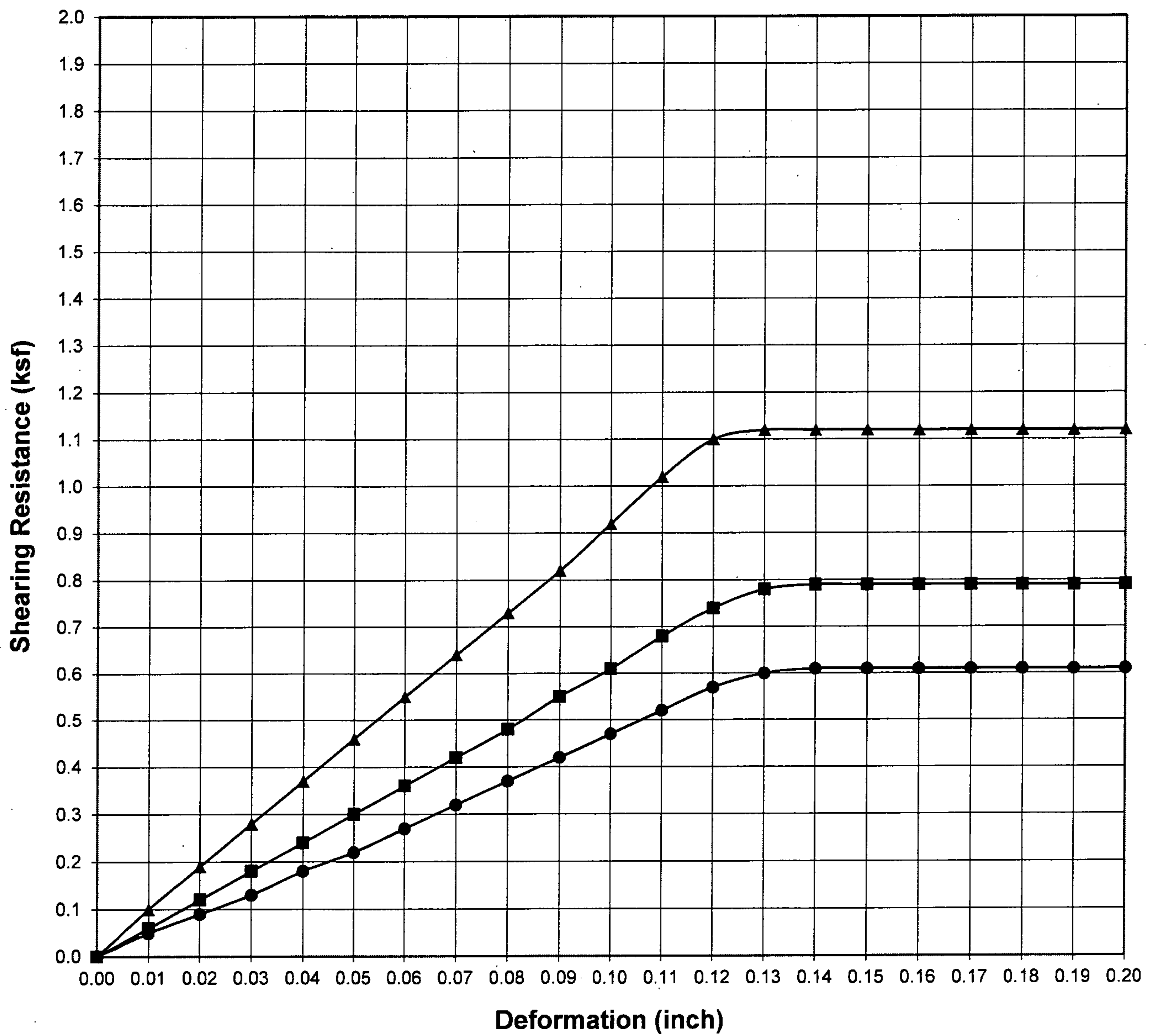
## PROJECT LOCATION

425-427 S. Union Ave  
Los Angeles, California

**PROJECT No. 1731-G**

**PLATE 1**





Test Pit - 1 @ 5'

Symbol	Normal Load (ksf)
●—●	0.5
■—■	1.0
▲—▲	2.0

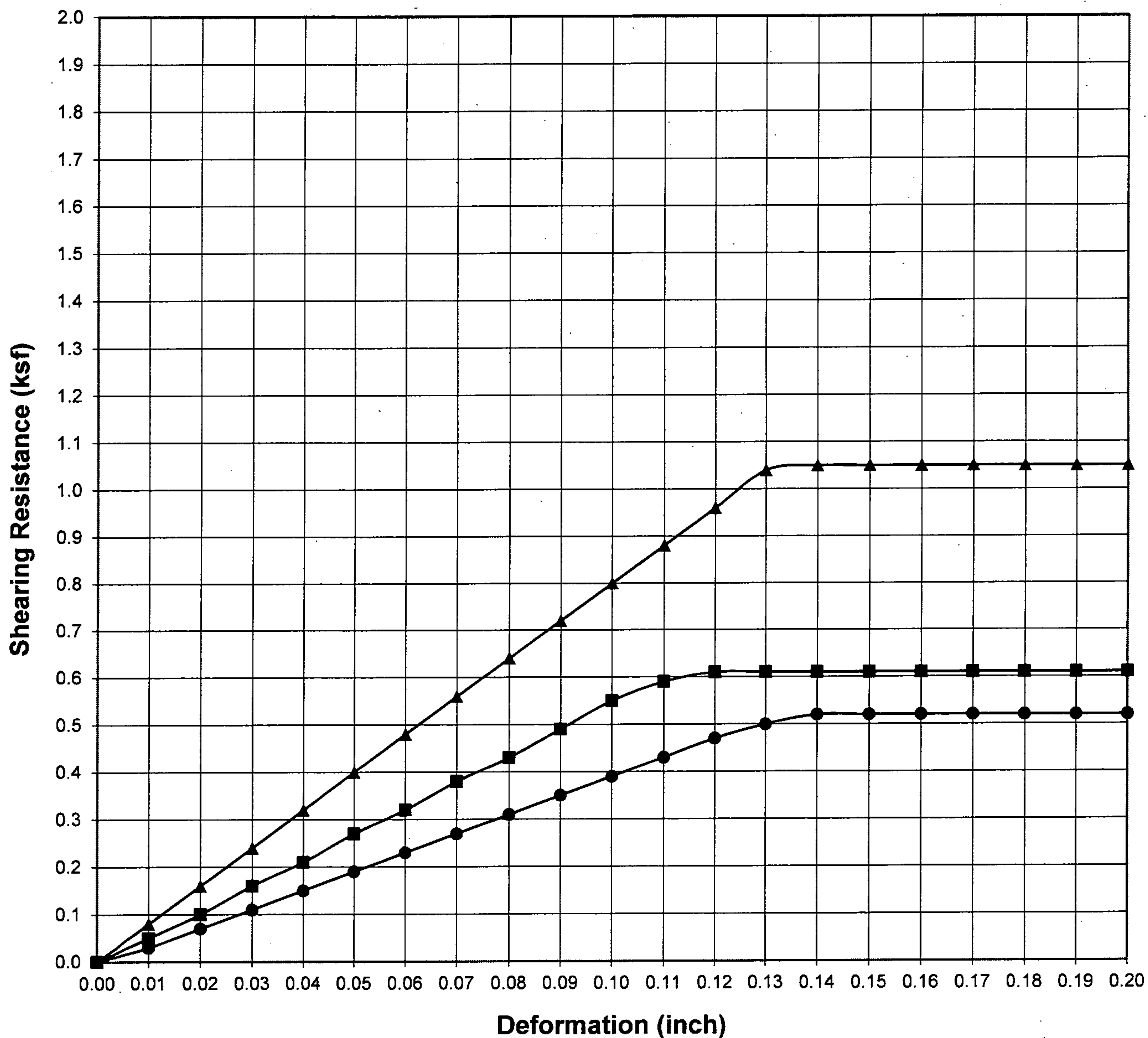
## STRESS - STRAIN CURVE

Proposed Apartment building  
425-427 S. Union Ave  
Los Angeles, California

PACIFIC GEOTECH, INC. Geotechnical Engineering Consultant

PROJECT No. 1731-G

PLATE 2-1



Test Pit - 1 @ 5'

LEGEND	
Symbol	Normal Load (ksf)
●—●	0.5
■—■	1.0
▲—▲	2.0

## STRESS - STRAIN CURVE

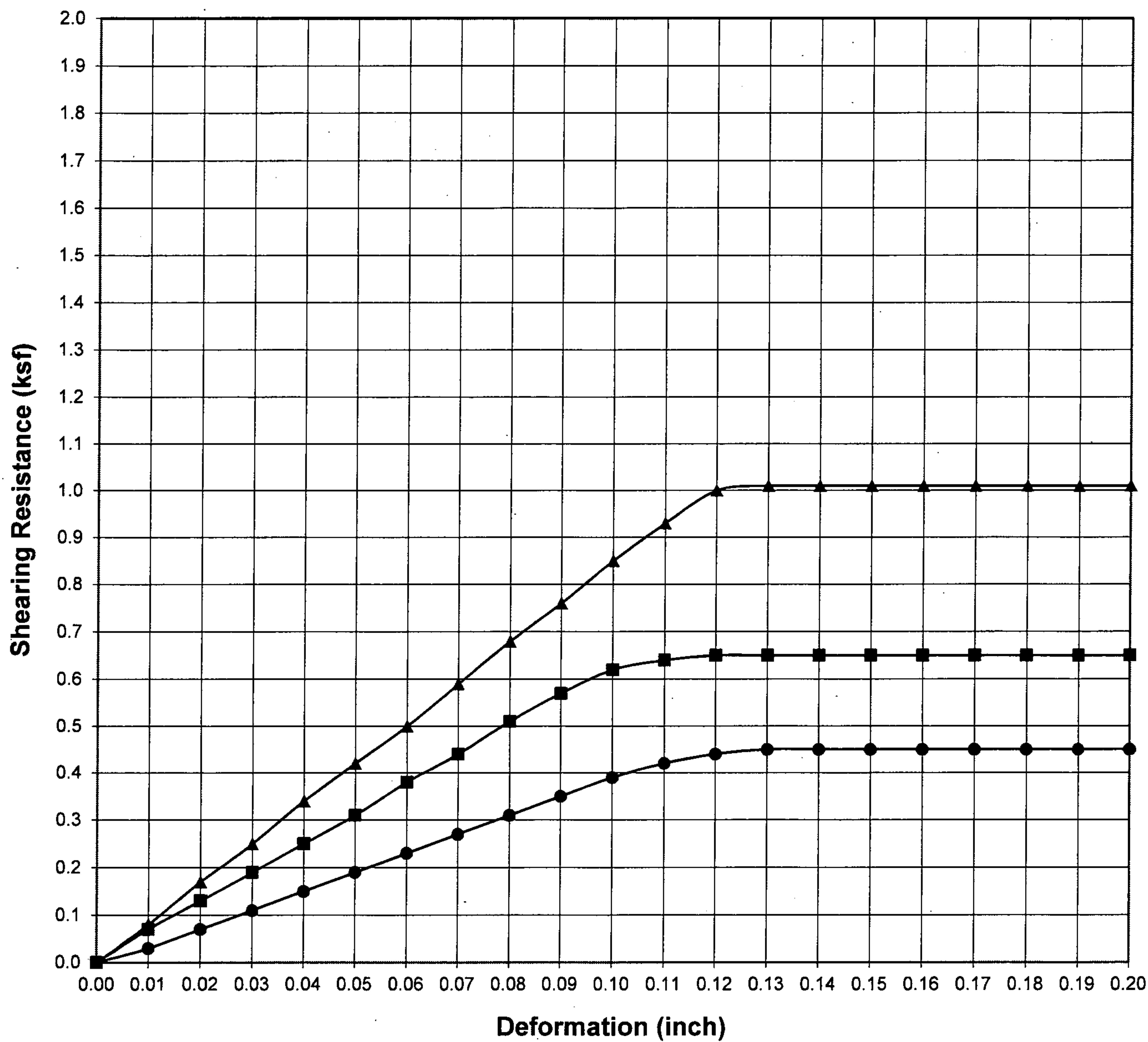
Proposed Apartment building  
425-427 S. Union Ave  
Los Angeles, California

PACIFIC GEOTECH, INC. Geotechnical Engineering Consultant

PROJECT No. 1731-G

PLATE 2-2





Test Pit - 1 @ 5'

Symbol	Normal Load (ksf)
●	0.5
■	1.0
▲	2.0

## STRESS - STRAIN CURVE

Proposed Apartment building  
425-427 S. Union Ave  
Los Angeles, California

PACIFIC GEOTECH, INC. Geotechnical Engineering Consultant

PROJECT No. 1731-G

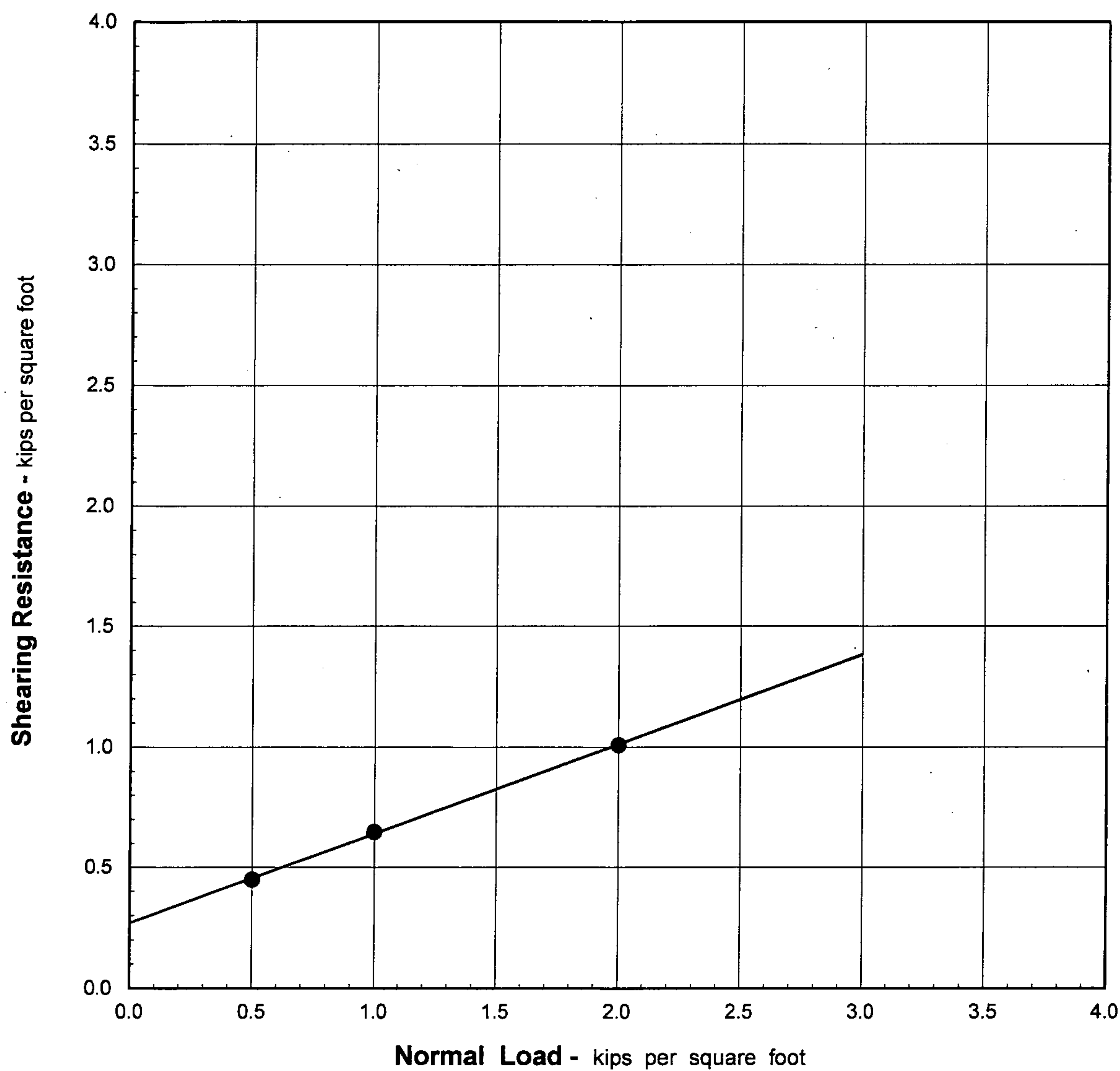
PLATE 2-3

PACIFIC GEOTECH, INC.

15038 Clark Ave, Hacienda Heights, CA 91745

1060521201976894

DIRECT SHEAR TEST



Residual Strength

Symbol	Test Pit No.	Depth (feet)	USCS Symbol	Initial Moisture Content (% of dry wt.)	Saturated Moisture Content (% of dry wt.)	Dry Unit Weight (lbs./cu.ft.)	Cohesion (lbs./sq.ft.)	Angle of Friction (degree)
●	1	5	Sltstn	22.4	35.3	86.3	270	20

BEDROCK: Samples were tested under saturated and drained conditions.

PROJECT LOCATION

425-427 S. Union Ave  
Los Angeles, California

PROJECT No.

1731-G

PLATE

2-4

PACIFIC GEOTECH, INC.

15038 Clark Ave, Hacienda Heights, CA 91745

1060521201976894



BOARD OF  
BUILDING AND SAFETY  
COMMISSIONERS

VAN AMBATIELOS  
PRESIDENT

E. FELICIA BRANNON  
VICE PRESIDENT

JOSELYN GEAGA-ROSENTHAL  
GEORGE HOVAGUIMIAN  
JAVIER NUNEZ

CITY OF LOS ANGELES  
CALIFORNIA



ERIC GARCETTI  
MAYOR

DEPARTMENT OF  
BUILDING AND SAFETY  
201 NORTH FIGUEROA STREET  
LOS ANGELES, CA 90012

FRANK M. BUSH  
GENERAL MANAGER  
SUPERINTENDENT OF BUILDING

OSAMA YOUNAN, P.E.  
EXECUTIVE OFFICER

**GEOLOGY AND SOILS REPORT REVIEW LETTER**

February 20, 2019

LOG # 106955  
SOILS/GEOLOGY FILE - 2

2669 San Marino LLC c/o Kenny Hong  
3435 Wilshire Boulevard, Suite 1190  
Los Angeles, CA 90010

TRACT: OSCAR B. SMITH'S CROWN HILL TRACT (MP 8-169)  
LOT: 34  
LOCATION: 425-427 S. Union Avenue

CURRENT REFERENCE <u>REPORT/LETTER</u>	REPORT <u>No.</u>	DATE OF <u>DOCUMENT</u>	<u>PREPARED BY</u>
Geology/Soils Report	1731-G	01/17/2019	Pacific Geotech, Inc.

The Grading Division of the Department of Building and Safety has reviewed the referenced report that provides recommendations for the proposed 10-story apartment building with roof deck including 2 subterranean parking levels. The earth materials at the subsurface exploration locations consist of up to 2 feet of uncertified fill underlain by siltstone and sandstone bedrock that dips 14 to 23 degrees to the south and will surcharge the south facing shoring and retaining walls. The consultants recommend to support the proposed structures on conventional foundations bearing on competent bedrock.

The review of the subject report cannot be completed at this time and will be continued upon submittal of an addendum to the report which shall include, but not be limited to, the following:

(Note: Numbers in parenthesis ( ) refer to applicable sections of the 2017 City of LA Building Code. P/BC numbers refer the applicable Information Bulletin. Information Bulletins can be accessed on the internet at LADBS.ORG.)

1. In section 8.5 Retaining wall on Page 8 of the subject report the consultants indicate that retaining walls will be a maximum height of 13 feet; however, the calculations are for 20 foot high retaining walls. Please clarify the proposed retaining wall height.
2. A cohesion of 27 psf was used in the retaining wall calculation and was not found in the laboratory data. Provide calculation with laboratory supported data.
3. Independent analysis for the retaining wall calculation show to be higher than the recommended value. Provide references that support the method used in the

recommendation for the active pressures considering the surcharge from the adjacent building as shown in Plate 5.

4. According to the Seismic Hazard Report for the Hollywood Quadrangle, the historic high groundwater is greater than 10 feet but less than 20 feet below the ground surface. If the retaining walls will be greater than 10 feet in depth, provide recommendations to design the proposed retaining walls for hydrostatic conditions.
5. Was the oxidation staining observed in the test pits an indicator that the historic high groundwater had inundated the bedrock?
6. The plotted points in Plate A-6 of the report indicate "Ultimate Strength" and are also labeled "Residual Strength." Is the strength presented on Plate A-6 a re-shear strength? If so, how many shear passes were performed? Was the sample collected perpendicular to bedding? Provide justification that samples reached the residual strength. Provide plots of each re-shear performed or clarifications. Note: The residual shear (re-shear) strength shall be used where potential slip along bedding planes is analyzed as required in Information Bulletin P/BC 2017-049. The residual shear strength is the lowest strength reached at high shear deformations.

The geologist and soils engineer shall prepare a report containing an itemized response to the review items indicated in this letter. If clarification concerning the review letter is necessary, the report review engineer and/or geologist may be contacted. Two copies of the response report, including one unbound wet-signed original for archiving purposes, a pdf-copy of the complete report in a CD or flash drive, and the appropriate fees will be required for submittal.

  
CASEY LEE JENSEN  
Engineering Geologist Associate III

  
ROCIO DURAN  
Structural Engineering Associate II

CLJ/RD:clj/rd  
Log No. 106955  
213-482-0480

cc: The Code Solution, Applicant  
Pacific Geotech, Inc., Project Consultant  
LA District Office



DIR-2022-310-TOC-VHCA-1A  
425 – 427 ½ South Union Avenue

EXHIBITS

**H – GEOLOGY AND SOILS REPORT APPROVAL LETTER DATED APRIL 8, 2021**



## GEOLOGY AND SOILS REPORT APPROVAL LETTER

April 8, 2021

LOG # 116648  
SOILS/GEOLOGY FILE - 2

2669 San Marino LLC c/o Kenny Hong  
3435 Wilshire Boulevard, Suite 1190  
Los Angeles, CA 90010

TRACT: OSCAR B. SMITH'S CROWN HILL TRACT (MP 8-169)  
LOT: 34  
LOCATION: 425-427 S. Union Avenue

<u>CURRENT REFERENCE</u> <u>REPORT/LETTER</u>	<u>REPORT</u> <u>No.</u>	<u>DATE OF</u> <u>DOCUMENT</u>	<u>PREPARED BY</u>
Update/Responsibility Report	21-415	03/03/2021	Geotech Consultants, Inc.
<u>PREVIOUS REFERENCE</u> <u>REPORT/LETTER(S)</u>	<u>REPORT</u> <u>No.</u>	<u>DATE OF</u> <u>DOCUMENT</u>	<u>PREPARED BY</u>
Dept. Approval Letter	106955-01	04/04/2019	LADBS
Response Report	1731-G	03/04/2019	Pacific Geotech, Inc.
Geology/Soils Report	"	01/17/2019	"

The Grading Division of the Department of Building and Safety has reviewed the current reference update report that provides a change of consultant and additional recommendations for the proposed construction of a 10-story apartment building with roof deck including 2 subterranean parking levels. The above report dated 03/03/2021 concerning project geotechnical supervision has been received pursuant to Section 91.7008 of the Los Angeles Municipal Code.

The earth materials at the subsurface exploration locations consist of up to 2 feet of uncertified fill underlain by siltstone and sandstone bedrock that dips 14 to 23 degrees to the south and will surcharge the south facing shoring and retaining walls. The consultants recommend to design all retaining walls below the historic high groundwater depth of 10 feet for hydrostatic conditions and to support the proposed structures on conventional foundations bearing on competent bedrock.

The Department previously conditionally approved the above referenced reports dated 01/17/2019 and 03/04/2019 for the proposed structures in a letter dated 04/04/2019, Log #106955-01.

The Department of Building and Safety accepts this letter and notification of transferring the responsibility for engineering geologist and soils engineer of record; and, recognizes Geotech



425-427 S. Union Avenue

Consultants, Inc., as the new geotechnical consultant provided all the conditions in the Department's previous approval letters are complied with.

The referenced reports are acceptable, provided the following conditions are complied with during site development:

1. All conditions of the above referenced Department approval letter shall apply except as specifically modified herein and except condition No. 25, which shall be deleted.
2. The seismic design shall be based on a Site Class D, as recommended. All other seismic design parameters shall be reviewed by LADBS building plan check.

  
CASEY LEE JENSEN  
Engineering Geologist Associate III

  
ROCIO DURAN  
Structural Engineering Associate II

CLJ/RD:clj/rd  
Log No. 116648  
213-482-0480

cc: Geotech Consultants, Inc., Project Consultant  
LA District Office

**CITY OF LOS ANGELES**  
DEPARTMENT OF BUILDING AND SAFETY  
Grading Division

District

Log No.

116648

**APPLICATION FOR REVIEW OF TECHNICAL REPORTS**

INSTRUCTIONS

- A. Address all communications to the Grading Division, LADBS, 221 N. Figueroa St., 12th Fl., Los Angeles, CA 90012  
Telephone No. (213)482-0480.
- B. Submit two copies (three for subdivisions) of reports, one "pdf" copy of the report on a CD-Rom or flash drive,  
and one copy of application with items "1" through "10" completed.
- C. Check should be made to the City of Los Angeles.

**1. LEGAL DESCRIPTION**

Tract: OSCAR B. SMITH'S CROWN HILL TRACT (MP 8-169)

Block: \_\_\_\_\_ Lots: 34

**3. OWNER:** 2669 San Mario LLC c/o Kenny Hong

Address: 3435 Wilshire Blvd Suite 1190

City: Los Angeles Zip: 90010

Phone (Daytime): \_\_\_\_\_

**2. PROJECT ADDRESS:**

425-427 S. Union Ave. Los Angeles, Ca

**4. APPLICANT** Geotech Consultants, Inc.

Address: 1201 N. Pacific Ave. # 201

City: Glendale Zip: 91202

Phone (Daytime): 747 215 6337

E-mail address: Behnamgeotech@gmail.com

**5. Report(s) Prepared by:** Geotech Consultants, Inc. **6. Report Date(s):** 03/03/2021

**7. Status of project:** ☐ Proposed ☒ Under Construction ☐ Storm Damage

**8. Previous site reports?** ☒ YES if yes, give date(s) of report(s) and name of company who prepared report(s)

Pacific Geotech, Inc. LOG#106955-01

**9. Previous Department actions?** ☐ YES if yes, provide dates and attach a copy to expedite processing.

Dates: \_\_\_\_\_

**10. Applicant Signature:** \_\_\_\_\_

Position: Manager

**(DEPARTMENT USE ONLY)**

REVIEW REQUESTED	FEES	REVIEW REQUESTED	FEES
<input type="checkbox"/> Soils Engineering		No. of Lots	
<input type="checkbox"/> Geology		No. of Acres	
<input type="checkbox"/> Combined Soils Engr. & Geol.		<input type="checkbox"/> Division of Land	
<input type="checkbox"/> Supplemental		Other <u>Change of Cons.</u>	<u>90.75</u>
<input type="checkbox"/> Combined Supplemental		<input type="checkbox"/> Expedite	
<input type="checkbox"/> Import-Export Route		<input type="checkbox"/> Response to Correction	
Cubic Yards: _____		<input type="checkbox"/> Expedite ONLY	
		Sub-total	
		Surcharges	<u>29.97</u>
		<b>TOTAL FEE</b>	<u>120.72</u>

Fee Due: 120.72

Fee Verified By: ML Date: 3/19/21

(Cashier Use Only)

**ACTION BY:**

**THE REPORT IS:** ☐ NOT APPROVED

☐ APPROVED WITH CONDITIONS

☐ BELOW

☐ ATTACHED

For Geology

Date

For Soils

Date

Los Angeles Department of Building  
and Safety  
Metro 4th Floor 03/22/2021 3:32:20  
PM  
User ID: athomas  
Receipt Ref Nbr: 2021081001-141  
Transaction ID: 2021081001-141-1  
GRADING REPORT \$90.75  
SYSTEMS DEV SURCH \$5.45  
GEN PLAN MAINT SURCH \$6.35  
DEV SERV CENTER SURCH \$2.72  
CITY PLAN SURCH \$5.45  
MISC OTHER \$10.00  
Amount Paid: \$120.72  
PCIS Number: NA  
Job Address: 425 - 427 S UNION AVE  
Owners Name: 2669 SAN MARIO LLC c/o  
KENNY HONG  
Grading Section Log Number: 116648

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request will provide reasonable accommodation to ensure equal access to its programs, services and activities.

**I – EMAIL EXCHANGE BETWEEN PROJECT PLANNING STAFF AND THE OFFICE OF  
HISTORIC RESOURCES, DATED JANUARY 20-24, 2022**





Monique Acosta <monique.acosta@lacity.org>

## 425 S. Union Ave.

3 messages

**Monique Acosta** <monique.acosta@lacity.org>

Thu, Jan 20, 2022 at 7:31 PM

To: Planning Ohr <planning.ohr@lacity.org>

Cc: Marie Pichay <marie.pichay@lacity.org>

Hi,  
Marie and I are contacting you about 425 S. Union Avenue in the Westlake RPA Survey. The property's identified on [page 8 of 19](#) as "Not Eligible, Merits Consideration," The applicant proposes to demolish the existing dwelling units and develop a 6-story, 38-unit apartment building. Do you think additional historic analysis is necessary for the proposed project?



LOS ANGELES  
CITY PLANNING

**Monique Acosta**

City Planner

**Los Angeles City Planning**

200 N. Spring St., Room 621

Los Angeles, CA 90012

T: (213) 978-1173 | [Planning4LA.org](http://Planning4LA.org)



**Planning Ohr** <planning.ohr@lacity.org>

Mon, Jan 24, 2022 at 8:08 AM

To: Monique Acosta <monique.acosta@lacity.org>

Cc: Marie Pichay <marie.pichay@lacity.org>

Good morning Monique and Marie,

Thanks for reaching out about this. We have determined that this property requires no further historical analysis.

Max

[Quoted text hidden]



LOS ANGELES  
CITY PLANNING

**Office of Historic Resources**

**Los Angeles City Planning**

221 N. Figueroa St., Suite 1350

Los Angeles, CA 90012

T: (213) 847-3676 | [Planning4LA.org](http://Planning4LA.org)



**Monique Acosta** <monique.acosta@lacity.org>

Mon, Jan 24, 2022 at 8:55 AM

To: Planning Ohr <planning.ohr@lacity.org>

Cc: Marie Pichay <marie.pichay@lacity.org>

Thanks for looking into it, much appreciated.

**Monique Acosta**

City Planner

**Los Angeles City Planning**



200 N. Spring St., Room 621

Los Angeles, CA 90012

T: (213) 978-1173 | [Planning4LA.org](http://Planning4LA.org)



[Quoted text hidden]

**J – EMAIL EXCHANGE BETWEEN PLANNING STAFF AND THE LOS ANGELES  
HOUSING DEPARTMENT, DATED SEPTEMBER 22, 2022**





Erick Morales &lt;erick.morales@lacity.org&gt;

## Questions regarding SB 330 RUD / 425-427 S. Union

3 messages

**Erick Morales** <erick.morales@lacity.org>  
 To: Marites Cunanan <marites.cunanan@lacity.org>  
 Cc: Yi Lu <yi.lu@lacity.org>

Thu, Sep 22, 2022 at 10:40 AM

Hi Tess,

I hope this email finds you well. I am writing because a City Planning case was recently appealed and one of the concerns raised regards the SB 330 letter. The subject site is 425-427 S. Union Avenue, which is a four-unit apartment. The applicant intends to build a 6-story 38 unit apartment in its place.

The appellants claim that the SB 330 letter was prepared on false or incomplete information. The appellants include the owner of the next door building and a current resident of 425-427 S. Union. I would like to inquire about the following:

1. On Page 3, it says that "no income documents were provided." How does LAHD collect information regarding income? Is it only done in English or in other foreign languages as well?
2. Also on Page 3, the owner is noted to have claimed that 3 of the 4 units are owner-occupied. The appellants are refuting this claim and claim all units are occupied by persons not related to the owner. An undated advertisement (claimed to be from 2019) shows the rents of four units (attached, see Page 5). Besides the owner's statement, how does LAHD verify if a unit is owner-occupied? How much weight is given to the owner's statement when drafting the SB 330 letter? Can rent still be collected on owner-occupied units and are they still subject to RSO protections?

I will likely have some follow-up questions, but I would appreciate your help as I work on addressing the appellants' points. Please let me know if my questions are unclear.

Thank you,

Erick



**Erick Morales**  
 Planning Assistant  
**Los Angeles City Planning**  
 200 N. Spring St., Room 621  
 Los Angeles, CA 90012  
 T: (213) 202-5440 | Planning4LA.org



### 2 attachments

**FINAL SB 330 RUD [10.21.2021].pdf**  
 261K

**Appeal-DIR-2022-310-TOC-VHCA-Fermin Mendoza-Justification.pdf**  
 1125K

**Marites Cunanan** <marites.cunanan@lacity.org>  
 To: Erick Morales <erick.morales@lacity.org>  
 Cc: Yi Lu <yi.lu@lacity.org>

Thu, Sep 22, 2022 at 10:54 AM

Hi Erick - Please comments below.

1. On Page 3, it says that "no income documents were provided." How does LAHD collect information regarding income? Is it only done in English or in other foreign languages as well? **We sent tenant packets in English. We have a Spanish version, if requested.**

2. Also on Page 3, the owner is noted to have claimed that 3 of the 4 units are owner-occupied. The appellants are refuting this claim and claim all units are occupied by persons not related to the owner. An undated advertisement (claimed to be from 2019) shows the rents of four units (attached, see Page 5). Besides the owner's statement, how does LAHD verify if a unit is owner-occupied? **Through documents such as home owner exemptions, car registration and other third party documents.**

How much weight is given to the owner's statement when drafting the SB 330 letter? **Owner's statement is not sufficient, we require documents to prove occupancy.**

Can rent still be collected on owner-occupied units and are they still subject to RSO protections? **We require income documents if the units are occupied by the tenants.**

**For this project, although owners claimed that the units are owner occupied, there were no documents provided to show the units were owner occupied. When we sent the tenant packets, no tenants responded. Absence of any income documents, SB 8 presumption ( at the time of SB 330 determination is 67%) 67% of the existing units are affordable and subject to replacement on the new project. The SB 330 determination reflected three affordable replacements.**

**I hope that answers your questions, let me know if you require further clarifications.**

**Marites (Tess) Cunanan** | Sr. Management Analyst II

Housing Development Bureau, Development and Finance Division - Land Use Unit

**Los Angeles Housing Department**

E: [marites.cunanan@lacity.org](mailto:marites.cunanan@lacity.org)

T: 213.808.8843

A: [1200 W. 7th, 8th Floor](#), St. Los Angeles, CA 90017



**NOTICE:**

Please note that starting on **August 22, 2022**, there will be a service fee when making electronic payments for project submissions. See below for the service fees that will be charged by payment type:

- 2.49% for credit cards
- \$0.45 for eChecks

*\* Pursuant to the Mayor's Directive on social distancing to minimize the spread of COVID-19, the Land Use Unit is telecommuting. Most of the inquiries will be handled via email. The Garland building is currently closed to the public and all documents must be mailed. We will make best efforts to respond to all inquiries as soon as possible. Thank you for your understanding and be safe.*

[Quoted text hidden]

To: Marites Cunanan <marites.cunanan@lacity.org>

Cc: Yi Lu <yi.lu@lacity.org>

Thank you for the prompt response. I will let you know if we have any further questions.

Erick



**Erick Morales**

Planning Assistant

**Los Angeles City Planning**

200 N. Spring St., Room 621

Los Angeles, CA 90012

T: (213) 202-5440 | [Planning4LA.org](http://Planning4LA.org)



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**K – EMAIL EXCHANGE BETWEEN PLANNING STAFF AND THE LOS ANGELES  
DEPARTMENT OF BUILDING AND SAFETY, DATED SEPTEMBER 26-28, 2022**



Erick Morales &lt;erick.morales@lacity.org&gt;

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**21010-10000-04246 (425 S Union)**

8 messages

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**Yi Lu** <yi.lu@lacity.org>

Mon, Sep 26, 2022 at 2:21 PM

To: Manuel Montufar &lt;manuel.montufar@lacity.org&gt;

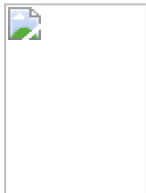
Cc: Erick Morales &lt;erick.morales@lacity.org&gt;

Manuel,

I'm not sure whether you are aware of an easement for an underground tunnel which might exist in the above mentioned property. The project is a 38-unit apartment building with a subterranean parking garage. The project got appealed and the appellant brought up this easement issue and claimed that subterranean construction should not be permitted in the area due to a subway easement underneath the site used by Pacific Electric Railway. I reached out to Laura Duong to see whether there is any RCM that would address the easement and protect the neighboring properties if there were a tunnel built underground. Laura told us to reach out to you.

Please see the attached easement drawing provided by the appellant.

Regards,

**Yi Lu, AICP**

City Planner

**Los Angeles City Planning**

200 N. Spring St., Room 620

Los Angeles, CA. 90012

Planning4LA.org

T: (213) 978-1287

*Please consider the environment before printing this email.***Supportive Doc1.pdf**

607K

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**Manuel Montufar** <manuel.montufar@lacity.org>

Mon, Sep 26, 2022 at 2:56 PM

To: Yi Lu &lt;yi.lu@lacity.org&gt;

Cc: Erick Morales &lt;erick.morales@lacity.org&gt;

Hello,

I cannot find a record of an easement below this property with the tools I have access to (Zimas, Navigate LA, MTA ZI 1117, etc). Is the attached PDF everything that was sent to you?

Thanks

[Quoted text hidden]

--

**Manuel Montufar**

Structural Engineering Associate II

Department of Building and Safety, City of Los Angeles

201 North Figueroa, Room 880

Los Angeles, CA 90012

(213) 202 - 9915

*For general Zoning and Building code questions, please refer to our call center - 311 or (213) 473-3231. Also, for additional information you may visit our website at: [LADBS.org](http://LADBS.org) and [Continuity of Operations for LADBS](#)*

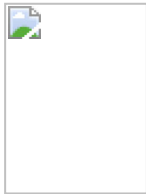
Yi Lu <yi.lu@lacity.org>  
To: Manuel Montufar <manuel.montufar@lacity.org>  
Cc: Erick Morales <erick.morales@lacity.org>

Mon, Sep 26, 2022 at 3:14 PM

I was told the navigate la and zimas only show public easements such as sewer and storm drain and all the other easements would be from the County Recorder's office or title report. The document I sent you is the only supporting document we have and it seems to be from a Title Report company.

Do you think the standard Geo soil approval letter conditions would ensure the subterranean construction carried out properly, even if there is a tunnel which is very unlikely? I only have the latest geo soil approval letter (see attached). But it seems there was another one approved previously in 2019. If you have access to that, can you send me the letter dated 04/04/2019, log no. 106955-01

Regards,



**Yi Lu, AICP**  
City Planner  
**Los Angeles City Planning**  
200 N. Spring St., Room 620  
Los Angeles, CA. 90012  
Planning4LA.org  
T: (213) 978-1287



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**Soils Approval Letter [04.08.2021].pdf**  
617K

**Manuel Montufar** <manuel.montufar@lacity.org>  
To: Yi Lu <yi.lu@lacity.org>  
Cc: Erick Morales <erick.morales@lacity.org>

Tue, Sep 27, 2022 at 9:06 AM

Hello,

See attached. I found it in our records system.

As for the geo reports addressing excavations, they are required to be done under the supervision of the soils engineer or representative. If they find any adverse conditions, they are required to tell the engineer and City inspector. We also review and approve shoring plans that secure excavation walls/boundaries of the excavation either prior to beginning excavation or simultaneously. They are also required to call Dig Alert prior to any digging. However, I do not know if Dig Alert is aware of any non-public easements.

I tried to look through the reports we have in our records for the location of the boring holes they made to test the soil but i could not find it. I was hoping they had a boring hole right within the easement but I could not verify.

Thanks!

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**Log 106995-01.pdf**  
744K

Yi Lu <yi.lu@lacity.org>  
To: Manuel Montufar <manuel.montufar@lacity.org>  
Cc: Erick Morales <erick.morales@lacity.org>

Tue, Sep 27, 2022 at 9:51 AM



Thank you for the report and the detailed explanation. That really helps.



**Yi Lu, AICP**

City Planner

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**Yi Lu** <yi.lu@lacity.org>

Tue, Sep 27, 2022 at 4:32 PM

To: Manuel Montufar <manuel.montufar@lacity.org>

Cc: Erick Morales <erick.morales@lacity.org>

Hey, Manuel,

I have one more question regarding the Geo Soil Approval Letter

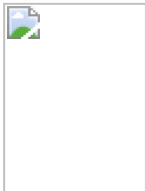
What kind of project would require a Geo Soil Approval letter? New construction in the hillside area, and projects with subterranean parking garage?

And normally when it is required?

I saw an initial study of a hospital project in a hillside states that:

*"Pursuant to City Building Code Section 91.7006.2, the Project would be required to prepare and submit a final, site-specific soils/geology report to LADBS for review and approval as part of the application for a grading permit."*

Thanks,



**Yi Lu, AICP**

City Planner

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**Manuel Montufar** <manuel.montufar@lacity.org>

Wed, Sep 28, 2022 at 8:12 AM

To: Yi Lu <yi.lu@lacity.org>

Cc: Erick Morales <erick.morales@lacity.org>

Hello,

There are a lot of items that would trigger a soil approval letter/soils report. I will list a few below;

1) If the site is located in any of the seismic hazard zones - Liquefaction, landslide, alquist priolo fault zone, preliminary fault rupture study area, etc.

2) Most projects in the special grading/Hillside areas due to required grading to prepare the site for building support

3) If any adverse soil conditions are found during construction, a soil report/letter will be required to proceed.

- 4) If the engineers wish to use soil values greater than the base values provided by the building code. This comes into play when designing the building foundation, retaining walls, temporary and permanent shoring, etc.
- 5) If any water infiltration systems are proposed (dry wells, underground storage tanks, etc)

Those are the most common reasons I can think of. I am sure there are more that I didn't think of though

Thanks

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**Yi Lu** <yi.lu@lacity.org>

Wed, Sep 28, 2022 at 8:52 AM

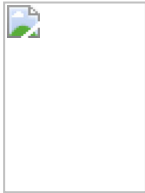
To: Manuel Montufar <manuel.montufar@lacity.org>

Cc: Erick Morales <erick.morales@lacity.org>

Thank you, I believe the first two items would be the ones that trigger a soil approval letter at the application stage.

One of the projects in the hillside area I inherited didn't request for a soil approval letter at the beginning. I will ask the applicant to obtain one.

Have a nice day!



**Yi Lu, AICP**

City Planner

**Los Angeles City Planning**

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