



DEPARTMENT OF CITY PLANNING

APPEAL RECOMMENDATION REPORT

City Planning Commission

Date: July 10, 2025

Time: After 8:30 A.M.*

Place: 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

Public Hearing: Required

Appeal Status: Further Appealable to City Council

Expiration Date: July 10, 2025

Case No.: VTT-82213-1A

CEQA No.: ENV-2018-3337-SCEA

Related Cases: CPC-2018-3336-SN-TDR-CUB-SPR-MSA

Council No.: 14 – Jurado

Plan Area: Downtown

Plan Overlay: None

Certified NC: Downtown Los Angeles

GPLU: Transit Core

Zone: C2-2D-O (vested zone)

Applicant: Venice Hope Group LLC

Representative: Alexander Irvine, Irvine and Associates, Inc.

Appellant: Faramarz Yadegar

PROJECT LOCATION: 1600-1618 South Flower Street, 1601-1623 South Hope Street, 426-440 West Venice Boulevard

PROPOSED PROJECT: A Vesting Tentative Tract Map to create one ground lot and four airspace lots; and a Haul Route for the export of 52,000 cubic yards of soil.

REQUESTED ACTIONS: Appeal of the March 5, 2025, Advisory Agency determination which:

1. Pursuant to California Public Resources Code Section 21155.2, the Advisory Agency has reviewed and considered the information contained in the Senate Bill (SB) 375 Sustainable Communities Environmental Assessment (SCEA) prepared for the Project, No. ENV-2018-3337-SCEA, and the Erratum dated September 2024, all comments received, as well as the whole of the administrative record; and

FOUND, pursuant to Public Resources Code (PRC), Section 21155.2, after consideration of the whole of the administrative record, after imposition of all mitigation measures, there is no substantial evidence that the Project will have a significant effect on the environment; **FOUND** that the City Council held a hearing on October 1, 2024 pursuant to PRC Section 21155.2(b)(6); **FOUND** the Project is a “transit priority project” as defined by PRC Section 21155, and the Project has incorporated all feasible mitigation measures, performance standards, or criteria set forth in prior Environmental Impact Reports (EIRs), including SCAG 2020-2045 RTP/SCS EIR; **FOUND** all potentially significant effects required to be identified in the initial study have been identified and analyzed in the SCEA; **FOUND** with respect to each significant effect on the environment required to be identified in the initial study for the SCEA, changes or alterations have been required in or incorporated into the Project that avoid or mitigate the significant effects to a level of insignificance or those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency; **FOUND** the SCEA reflects the independent judgment and analysis of the City; **FOUND** the mitigation measures have been made enforceable conditions on the Project; and **ADOPTED** the SCEA and the Mitigation Monitoring Program prepared for the SCEA.

2. Pursuant to Los Angeles Municipal Code (LAMC) Sections 17.03 and 17.15, the Advisory Agency **APPROVED:**

Vesting Tentative Tract Map No. 82213 (stamped map, dated June 11, 2018) to create one ground lot and four airspace lots; and a Haul Route for the export of 52,000 cubic yards of soil.

RECOMMENDED ACTIONS:

1. **Deny** the appeal and sustain the following modified actions of the Advisory Agency;
2. **Find**, pursuant to Public Resources Code (PRC), Section 21155.2, after consideration of the whole of the administrative record, after imposition of all mitigation measures, there is no substantial evidence that the Project will have a significant effect on the environment; **Find** that the City Council held a hearing on October 1, 2024 pursuant to PRC Section 21155.2(b)(6); **Find** the Project is a "transit priority project" as defined by PRC Section 21155, and the Project has incorporated all feasible mitigation measures, performance standards, or criteria set forth in prior Environmental Impact Reports (EIRs), including SCAG 2020-2045 RTP/SCS EIR; **Find** all potentially significant effects required to be identified in the initial study have been identified and analyzed in the SCEA; **Find** with respect to each significant effect on the environment required to be identified in the initial study for the SCEA, changes or alterations have been required in or incorporated into the Project that avoid or mitigate the significant effects to a level of insignificance or those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency; **Find** the SCEA reflects the independent judgment and analysis of the City; **Find** the mitigation measures have been made enforceable conditions on the Project; and **Adopt** the SCEA and the Mitigation Monitoring Program prepared for the SCEA.
3. **Approve** Vesting Tentative Tract Map No. 82213 (stamped map, dated June 11, 2018) to create one ground lot and four airspace lots; and a Haul Route for the export of 28,000 cubic yards of soil.
4. **Adopt** the Modified Conditions of Approval and Findings.

VINCENT P. BERTONI, AICP
Director of Planning



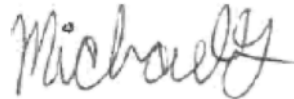
Milena Zasadzien, Principal City Planner



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Deputy Advisory Agency



Mindy Nguyen, Senior City Planner



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Planning Assistant

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 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 Commission's 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 this 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) 978-1300.

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Sustainable Communities Environmental Assessment (SCEA) and Erratum link:

<https://planning.lacity.gov/development-services/environmental-review/scea/south-park-towers-project-0>

APPEAL ANALYSIS

BACKGROUND

On April 3, 2025, the Deputy Advisory Agency (DAA) conditionally approved a Vesting Tentative Tract Map (VTTM) to create one ground lot and four airspace lots; and a Haul Route for the export of 52,000 cubic yards of soil, for the South Park Towers Project (Project). The Project proposes the demolition of 89,510 square feet of commercial uses within four buildings for the construction of a two-tower, mixed use development consisting of 250 residential dwelling units, 300 hotel guest rooms, and 13,120 square feet of ground floor retail uses, for a total of 452,630 floor area on an approximately 1.6-acre site, and up to 23 stories in building height.

The VTTM approval is related to Case No. CPC-2018-3336-SN-TDR-CUB-SPR-MS, which is being heard by the City Planning Commission (CPC) concurrently with the subject appeal (VTTM Appeal).

APPEAL

The DAA issued a Letter of Determination (LOD) on April 3, 2025, conditionally approving the VTTM for the Project (Exhibit C). A timely appeal of the DAA's decision was filed on April 14, 2025, by Faramarz Yadegar, the property owner of 1721 South Flower Street (hereafter referred to as the Appellant's Property). Pursuant to LAMC Section 13B.7.3.G.2, appeals of a VTTM are made to the Appeal Board, which, in this case, is the CPC. Once the CPC renders their decision on the appeal, the decision may be further appealed to the City Council.

The VTTM Appeal was originally scheduled before the CPC on June 12, 2025; however, the item was continued and is now before the CPC at its July 10, 2025 meeting. It should be noted that on June 9, 2025, following the distribution of the original Appeal Staff Report, the Appellant submitted a letter to the CPC outlining rebuttals to its contents (Supplemental Letter). Staff has provided responses to both the original Appeal and to this Supplemental Letter below.

APPEAL POINTS AND STAFF RESPONSES

The Appellant has previously submitted correspondence to the Planning Department dated September 27, 2024, December 18, 2024, March 3, 2025, April 3, 2025, April 9, 2025, and April 10, 2025; met with Planning staff to discuss his concerns on December 18, 2024; and spoke at the joint public hearing for the VTTM and related CPC case, expressing objection to the Project on the grounds that the parking spaces were not provided to his satisfaction, and that he should be included in the Applicant's proposed Signage Supplemental Use District.

The VTTM Appeal primarily focuses on arguments that the Project fails to honor a Recorded Covenant requiring the provision of eight off-site parking spaces to be provided on the Project Site, for use by the Appellant. Written responses addressing each appeal point raised by the Appellant are provided below for the purposes of assisting the CPC in their consideration of the Project and the VTTM Appeal.

Appeal Point 1

Approval of the VTTM fails to incorporate the eight parking spaces that are guaranteed by a covenant recorded in connection with Case No. ZA-2003-9927-CUX-PA5 and a binding Court Judgment.

Staff Response 1

For background, the history of the requirement for eight off-site parking spaces to be provided on the Project Site for the Appellant's Property is provided below:

1984 Recorded Covenant

On October 1, 1984, a Covenant and Agreement for the Maintenance of Off-Street Parking Space was recorded on the Project Site, relating to the provision of eight parking spaces to be provided for the Appellant's Property (Parking Affidavit PKG-5267, hereafter referred to as the Recorded Covenant, is attached as part of Exhibit B, the last two pages). The Recorded Covenant required that not less than eight usable and accessible automobile parking spaces be provided (in compliance with LAMC 12.21 A.5) on the Project Site for the use or building located at 1721 South Flower Street (the Appellant's Property). No other conditions or requirements are identified in the Recorded Covenant:

SPACE ABOVE THIS LINE FOR RECORDERS USE

COVENANT AND AGREEMENT

REGARDING MAINTENANCE OF OFF-STREET PARKING SPACE

The undersigned hereby certify that we are the owners of the hereinafter legally described real property located in the City of Los Angeles, State of California:

Lot 1 of tract No. 22198 in the City of Los Angeles

as recorded in Book 791 Page 19 and 20 Records of Los Angeles County.

Parking site address: 1616 So. Flower Street

And pursuant to Section 12.26E5 of the Los Angeles Municipal Code the undersigned hereby covenant and agree to and with said City that an off-site parking area containing not less than 8 (number) usable and accessible automobile parking spaces which comply with Section 12.21A5 of the Los Angeles Municipal Code will be provided and maintained on the above described property to provide the required parking for the use or the building located at 1721 So. Flower Street in said City upon that land legally described as follows: Lot 15 of Wright Tract

Case No. ZA-2003-9927-CUX

On November 5, 2003, the Zoning Administrator approved a Conditional Use, associated with Case No. ZA-2003-9927-CUX, to permit the continuation and maintenance of a hostess dance hall on a site in the M2-2D Zone, located at the Appellant's Property. Condition of Approval No. 29 of this case required:

29. *A minimum of 60 parking spaces shall be provided to serve the facility at all times. All parking shall be provided either on-site or off-site within 750 feet by a noncancelable lease for minimum one year terms. The lessor of any off-site parking shall state in the lease the number of spaces available and that such spaces are not committed to any other lessee between the hours of 12 noon and 2 a.m. daily. In the event that parking is leased from the adjacent CALTRANS property, said parking shall be available beginning no later than 4 p.m. daily until a minimum of one-half hour after closing of the dance hall.*

On December 6, 2007, the Zoning Administrator approved a Plan Approval under Case No. ZA-2003-9927-CUX-PA3, reducing the parking requirement from 60 on-site or off-site spaces to 16 on-site spaces at the Appellant's Property. Condition of Approval No. 7 of this case required:

7. *A minimum of 16 on-site parking spaces shall be provided.*

On November 24, 2015, a Certificate of Occupancy, attached as part of Exhibit B, was issued for the Appellant's Property with the following description:

Convert 2nd Fl. of (E) office/warehouse/garage to hostess dance hall per ZA 99-2571(CUZ) 16 required spaces for existing uses (under modification per ZA 2003-9927) 8 offsite parking located at 1616 S Flower.

On February 9, 2017, the Zoning Administrator approved another Plan Approval under Case No. ZA-2003-9927-CUX-PA5, to once again modify the off-site parking requirements for the Appellant's Property. This case was subsequently appealed and on June 28, 2017, the Area Planning Commission denied in part and granted in part the appeal, resulting in the following Modified Conditions:

7. **MODIFIED** – *The minimum number of parking spaces for the facility shall be 8 on-site and 8 off-site. The 8 off-site parking spaces shall be provided at 1616 South Flower Street. This condition shall supersede Condition No. 29 of Case No. ZA 2003-9927(CUX)(PA2).*
8. **MODIFIED** – *Parking Management*
 - a) *A security personnel shall provide parking attendant services during all business hours for the parking of vehicles on-site and off-site*
 - b) *The security personnel shall facilitate information (flyers, cards, etc..) directing patrons to the off-site parking location at 1616 South Flower Street.*
 - c) *The off-site parking location, at 1616 South Flower Street, shall have clear signage stating that hostess dance hall patrons may park at its location.*
9. **MODIFIED** – *Within 30 days of the effective date of this grant, the applicant shall provide the Office of Zoning Administration with a new parking plan showing the 8 parking spaces on the subject property and the 8 parking spaces at the off-site location. The plan shall show the pedestrian path of travel from the remote parking site to the subject premises.*
10. **MODIFIED** – *A Plan Approval shall be filed within five years of the effective date of this approval to review the parking operation.*
11. **MODIFIED** – *All conditions imposed under Case No. ZA 2003-9927(PA2), Case No. ZA 2003-9927(PA3), and Case No. ZA 2003-9927(PA4) shall be complied with except as modified herein.*

Settlement Agreement

On October 15, 2015, the Appellant and the owner of the Project Site (at the time) entered a court-mediated Conditional Settlement Agreement and Mutual General Release, which further stipulated the provision of the eight off-site parking spaces at, as well as a requirement for temporary parking spaces within 2,000 feet of, 1616 South Flower Street, in the event construction were to occur on the property on which the off-site parking is to be provided (Settlement Agreement). However, the City was not a party to, and is not bound by the Settlement Agreement. The Court Judgement did find that the Recorded Covenant for the eight parking spaces is legally binding and was declared valid and enforceable. Therefore, while the City can enforce the Recorded Covenant and any Conditional Use entitlement conditions related to the off-site parking, enforcement of the Settlement Agreement is outside of the City's enforcement powers.

Off-Site Parking Provided by the Project

The Project would provide a total of 283 parking spaces, including the eight parking spaces set aside for the exclusive use as off-site parking for the Appellant's Property, as required by Case No. ZA-2003-9927-CUX-PA5 and the corresponding Recorded Covenant. Specifically, the Project proposes to locate the eight parking spaces on the third floor of the tower containing the hotel use (Hotel Tower), located at the corner of South Flower Street and Venice Boulevard, and as shown on Sheet 7 the Project Plans associated with Case No. CPC-2018-3336-SN-TDR-CUB-SPR-MSD.

The Appellant claims that the VTTM fails to comply with Condition No. 7 of Case No. ZA-2003-9927-CUX-PA5 and that any approval of VTTM that fails to incorporate this requirement places the City in direct violation of a court order. However, it should be clarified that the VTTM approval is narrow in that it grants the Applicant rights under the Subdivision Map Act only to maintain one ground lot and to create airspace lots, and does not bind the Applicant to develop the property with the Project. While there is no explicit Condition of Approval in the VTTM to comply with Case No. ZA-2004-9927-CUX-PA; Conditions 13.c and 13.d of the VTTM Approval require that prior to tract map recordation, that the Applicant demonstrate compliance with all conditions and requirements of recorded affidavits on the property (including the Recorded Covenant for providing the off-street parking, Parking Affidavit PKG-5267), as well as compliance with any applicable conditions of the associated CPC case (Case No. CPC-2018-3336-SN-TDR-CUB-SPR-MSD). The CPC case includes Condition No. 30 regarding the provision of the eight off-site parking spaces for the Appellant's property:

30. Parking Covenant. The Project shall maintain eight vehicle parking spaces for the exclusive use of the property located at 1721 South Flower Street, as required by Condition No. 7 of Case No. ZA-2003-9927-CUX-PA5-1A. Additionally, the Project Site shall maintain clear signage stating that patrons of 1721 South Flower Street may park in this location, as required by Condition No. 8c of Case No. ZA-2003-9927-CUX-PA5-1A.

In addition, the Project Plans (Exhibit A of the CPC Staff Recommendation Report) submitted for the related Project entitlements before the CPC, clearly identify the provision of the eight parking spaces provided exclusively for the use by the Appellant's Property (see Sheets 2 [Data Sheet listing parking requirements] and 7 [Floor Plan, Level 3]). Specifically, the eight parking spaces will be provided on the third floor of the tower containing the hotel use (Hotel Tower), located at the corner of South Flower Street and Venice. Furthermore, prior to the issuance of any building permit, Planning Department review is required to verify that any development on the site is in compliance with applicable entitlements and associated Conditions of Approval, and Building and Safety review is required to verify that development on the site is in compliance with any applicable affidavits. As such, the Project would comply with Condition No. 7 of Case No. ZA-2003-9927-CUX-PA5 and the related Recorded Covenant, as the City would verify compliance prior to issuance of any building permit on the site.

Additionally, the Appellant claims that the VTTM fails to comply with a "binding court judgment", which is presumably the private Settlement Agreement between the Appellant and Owner of the Project Site. However, the Settlement Agreement is limited to private parties and is, thus, outside of the City's purview for enforcement. Specifically, Section H of the Settlement Agreement indicated that the City was dismissed as a defendant in the Civil Action, and the dismissal included an order that the City would be bound only to the determination reached in the Civil Action, which is to enforce the Conditions of the Approval associated with Case No. ZA-2003-9927-CUX-PA5. As discussed above, the Project complies with this requirement. Additionally, the relevant Conditions from ZA-2003-9927-CUX-PA5 have been included as part of the proposed Conditions

of Approval (Condition No. 30, above) for related Case No. CPC-2018-3336-SN-TDR-CUB-SPR-MS. As the VTTM does not violate the Recorded Covenant, the appeal point should be denied.

Appeal Point 2

The VTTM improperly relocates the required eight parking spaces and does not provide direct access from 1616 South Flower Street.

Staff Response 2

The Appellant claims that the relocation of the eight parking spaces to 1600 South Flower Street with access from 1623 South Hope Street fails to comply with the “location flexibility” of the Settlement Agreement; fails to comply with access requirements of the Recorded Covenant and the Certificate of Occupancy, as 1616 South Flower Street is listed as the location of the required off-site parking to be provided for the Appellant’s Property; and may violate LAMC Section 12.21 A.4.(g), which requires parking spaces be provided no more than 750 feet from lot to lot, measured along streets.

Section 5(a) of the Settlement Agreement states that the parking spaces may be a combination of full size or compact spaces and allows for the owner or successor of the Project Site to change the location of the parking on the site from time to time; thus, the “location flexibility” the Appellant refers to grants the Applicant exactly the rights the Appellant contests. Further, the Settlement Agreement continues: “Provided, however, either Party may bring an action or apply to the Court to enforce the rights, remedies and defenses of either or both of the Parties with respect to the 8 Space Covenant, including any future breach of the terms and conditions of this Agreement or the 8 Space Covenant by either Party.” In short, the City is not a party to potential disputes between the Appellant and Project Site Owner, and does not have the legal authority to enforce the Settlement Agreement. Therefore, all disputes regarding the enforcement of the Settlement Agreement are to be settled between the private parties or in court. Motions included in Exhibit B further demonstrate dismissal of the City as party to the court proceedings, with the final Settlement Agreement signed between the Appellant and previous owner of the Project Site but no signatory from the City. The City will continue to have the legal authority to enforce any of the City’s actions and determinations relating to the Appellant’s off-site parking, including the Appellant’s off-site parking entitlement conditions, and the parking affidavit and entitlement conditions applicable to the Project Site.

The Appellant argues that access must be provided from 1616 South Flower Street, as noted on the Recorded Covenant and Certificate of Occupancy. The Project Site consists of a single lot and contains multiple addresses of 1600-1618 South Flower Street, 1601-1623 South Hope Street, 426-440 West Venice Boulevard, including 1616 South Flower Street. While the Recorded Covenant cites the 1616 South Flower Street address as an identifier, it also describes the property as “Lot 1 of Tract No. 22198”, which is the entire Project Site, a single lot encompassing multiple addresses. Neither the Recorded Covenant, Certificate of Occupancy, nor any Conditions of Approval require specific vehicular access from a particular street, contrary to the Appellant’s claims.

Finally, off-site parking is governed, as the Appellant cites, by LAMC Section 12.21 A.4(g), which states (***emphasis added***) “[parking] shall be provided either on the same ***lot*** as the use for which they are intended to serve or on another ***lot*** not more than 750 feet distant therefrom; said distance to be measured horizontally along the streets between the two ***lots***, except that where the parking area is located adjacent to an alley, public walk or private easement which is easily usable for pedestrian travel between the parking area and the use it is to serve, the 750-foot distance may be measured along said alley, walk or easement.” The distance measured horizontally along Flower Street between the Appellant’s ***lot*** and the Project Site ***lot*** is less than

750 feet, and therefore complies with the LAMC. LAMC Section 12.21 A.4(g) does not, regulate requirements for the specific access, pedestrian access, or address provisions that the Appellant cites.

The current Project Site is comprised of one lot, and the VTTM will continue to maintain a single ground lot, and does not invalidate or violate any requirements for the off-site eight parking spaces, and the appeal point should be denied.

Appeal Point 3

The VTTM fails to provide eight parking spaces during construction.

Staff Response 3

The Appellant states that the eight parking spaces must be provided within 2,000 feet of 1616 South Flower Street if construction prevents the use of the designated parking, based on a Settle Agreement discussed above, and that this requirement should be included or documented in the VTT-82213 approval. While the Settlement Agreement includes this requirement, as discussed in Staff Response 2, enforcement of these rights is a private matter, which the Settlement Agreement stipulates shall be handled in court. Therefore, the VTTM Conditions of Approval do not include reference to the Settlement Agreement. Nonetheless, the City continues to have enforcement ability to ensure compliance that the eight parking spaces shall be maintained on-site. In addition, the VTTM merely maintains an existing single ground lot and creates new air space lots and does not mandate any construction activities. As such, the appeal point should be denied.

Appeal Point 4

The VTTM fails to honor the covenant obligations by the Applicant.

Staff Response 4

The Appellant claims the Applicant is using broad discretion to relocate the parking spaces, impairing access to the parking spaces and signage, and affecting their rights under the Stipulated Judgement. As discussed in Staff Responses 1 and 2, the Project provides the requisite number of off-site parking spaces for the Appellant's Property. Further, the Stipulated Judgement and the Settlement Agreement do not contain any references to signage, use, or access. However, Case No. ZA-2003-9927-CUX-PA5 does require signage to be posted at the site where off-site parking is provided, a Condition which has been carried over to related Case No. CPC-2018-3336-SN-TDR-CUB-SPR-MS (Condition 30). Finally, as discussed in Staff Response 2, enforcement of the Settlement Agreement is a private matter. Therefore, the VTTM does not fail to honor the Recorded Covenant obligations by the Applicant, and the appeal point should be denied.

Appeal Point 5

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

Staff Response 5

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

spaces for the Appellant's Property, in compliance with Condition No. 7 of Case No. ZA-2003-9927-CUX-PA5, the Recorded Covenant, and Settlement Agreement; and approval of the VTTM does not invalidate any of these requirements. As such, the appeal point should be denied.

Appeal Point 6

Approval of the Project would constitute a taking and violates due process.

Staff Response 6

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

Appeal Point 7

The overall parking provided by the Project is inadequate and will negatively impact the neighborhood parking.

Staff Response 7

The Appellant claims that the Project fails to provide a sufficient number of parking spaces which could negatively impact the neighborhood by causing increased congestion and further reducing parking availability. Approval of the VTTM includes a subdivision which maintains a single ground-lot and creates new airspace lots, but does not mandate the construction of the Project. The Project proposes the construction of a mixed-use development consisting of 250 residential dwelling units, 300 hotel guest rooms, and 13,120 square feet of ground floor retail uses. Based on the mix of uses, the Project is required to provide 371 parking spaces. The required parking would be further reduced to 297 parking spaces, in conjunction with the requested parking reduction pursuant to LAMC Section 12.24 S, the findings for which are provided in the Staff Recommendation Report for related Case No. CPC-2018-3336-SN-TDR-CUB-SPR-MSR, before the City Planning Commission concurrent to the subject VTTM Appeal. The Project also proposes to replace some of the vehicle parking with additional bicycle parking spaces as permissible by LAMC Section 12.21 A.4 to permit the provision of 275 vehicle parking spaces for the Project, independent of the additional eight spaces for the property at 1721 South Flower Street. The Project proposes a total of 283 parking spaces, including the eight parking spaces designated for the Appellant's Property. Additionally, the area is served by Metro Bus 33, 83, and 460, Commuter Express 438, 439, and 448, as well as Metro A and E Lines. These transportation options would reduce the need for parking and ease congestion.

Further, the Project Site is located within the Downtown Community Plan, which puts a specific emphasis on affordability and transit linkages, with a guiding principle being to "promote a transit, bicycle, and pedestrian friendly environment." Under this guiding principle, the Downtown Community Plan proposes to "[eliminate] parking minimums and manage parking effectively." The Downtown Community Plan was prepared with public input, approved by City Council, and presents a roadmap to achieve this future vision of the Downtown area. Specifically, the Land Use chapter emphasizes the reduction of driving and congestion, and acknowledges the cost of parking as a barrier to housing production; seeks to eliminate residential parking requirements;

and encourages walking, biking, and transit use by encouraging no or minimal parking, when possible.

The Appellant's assertion that parking is a critical part of the neighborhood conflicts with the vision of the future downtown area laid out in the Downtown Community Plan, which proposes to eliminate parking minimums, emphasizes the reduction of driving and congestion, acknowledges the cost of parking as a barrier to housing production, and encourages walking, biking, and transit use by encouraging no or minimal parking, when possible. Therefore, the parking provided by the Project would be adequate and will not negatively impact the neighborhood.

The subdivision of the site for the creation of new airspace lots does not violate any parking standards of the LAMC or land use policies. Any future development on the Project Site would be subject to any applicable regulations and entitlement conditions, and therefore the appeal point should be denied.

Appeal Point 8

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

Staff Response 8

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

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

The subdivision of the site for the creation of new airspace lots would not result in broad community impacts related to parking and public infrastructure, and therefore the appeal point should be denied. In addition, the parking design for the proposed Project considered under the related CPC case can support the scale and density of the development, and there is no evidence in the record that it would strain public infrastructure.

Appeal Point 9

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

Staff Response 9

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

SUPPLEMENTAL LETTER AND STAFF RESPONSES

As discussed above, the Appellant submitted a letter to the CPC, rebutting the City's initial responses to the Appellant's original VTTM Appeal, summarized and responded to as follows:

Supplemental Letter Point 1

A new covenant needs to be recorded on the merged lot in order for the VTTM to be in compliance with the Subdivision Map Act, and that by creating a single master ground lot, the Department effectively nullified the previous Recorded Covenant

Staff Response to Supplemental Letter Point 1

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

Supplemental Letter Point 2

The Covenant and Stipulated Judgement require that the parking stalls have driveway access only from 1616 South Flower Street and the public alley, not from Hope Street; and the 1616 South Flower Street entrance must remain.

Staff Response to Supplemental Letter Point 2

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

Supplemental Letter Point 3

The maximum 750-foot distance between the two lots required by LAMC 12.21 A.4(g) should be measured from the single parcel at 1616 Flower, via the existing alley, and that the LAMC contemplates measuring along an alley when it is "easily usable".

Staff Response to Supplemental Letter Point 3

Please see Staff Response 2 regarding the LAMC requirements. The Appellant misrepresents the requirements of the LAMC and incorrectly states that 1616 Flower Street is a separate lot from other portions of the Project Site. As previously mentioned, the 750-foot separation distance for off-site parking is to be measured between lots. The Project Site is a single lot, which encompasses 1616 Flower Street and other addresses, and is within 750-feet of the Appellant's property along Flower Street.

Supplemental Letter Point 4

A condition should be included that prior to any demolition, a new irrevocable, recorded covenant on specific alternate parcels within 2,000 feet of the Project Site must be recorded, pursuant to the Settlement Agreement and Stipulated Judgement.

Staff Response to Supplemental Letter Point 4

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

Supplemental Letter Point 5

Parking for the Appellant on the Project Site must be physically segregated and gated, with key-fob or coded-card access, and monitored at all hours.

Staff Response to Supplemental Letter Point 5

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

Supplemental Letter Point 6

If the entrance along the alley is not preserved, this would extinguish the covenant.

Staff Response to Supplemental Letter Point 6

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

Supplemental Letter Point 7

Under California Code of Civil Procedure (CCP) Section 664.6, the City retained jurisdiction to enforce the Stipulated Judgment and must ensure that no map or permit approval undermines it.

Allowing VTT-82213 to proceed without preserving the 1616 Flower alley entrance places the City in contempt of its own court order.

Staff Response to Supplemental Letter Point 7

While CCP Section 664.6 in fact states that the parties signing an Agreement may allow for the Courts to have jurisdiction to enforce the Agreement, it makes no reference to municipalities or public entities. As discussed in Staff Response 1, the Settlement Agreement specifically dismisses the City as a party and clearly states that disputes under the Agreement are handled in Civil Court. It should be reiterated that the City is not a signatory to the Settlement Agreement in this case. The Stipulated Judgement confirmed the validity of the existing Recorded Covenant for eight off-street parking spaces on the Project Site. The City continues to have enforcement ability ensure that eight off-site parking spaces are provided. No requirements for specific alley or driveway access to the off-site parking spaces are identified in either the Recorded Covenant, Stipulated Judgement, or in any Conditions of Approval in relevant entitlements.

Supplemental Letter Point 8

The Appellant re-asserts that the project is under parked, and that court orders and agreements trump any City policy goals or objectives.

Staff Response to Supplemental Letter Point 8

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

MODIFICATIONS TO THE VTTM LOD

On February 21, 2025, a hearing notice was issued that contained a typographical error related to the Haul Route amount. On March 5, 2025, a public hearing was held where the Deputy Advisory Agency considered VTT-82213, at which, the Hearing Officer corrected the Haul Route request from 52,000 cubic yards of soil to 28,000 cubic yards of soil. On April 3, 2025, an LOD was issued for the subject case that inadvertently cited the outdated Haul Route amount. Therefore, Planning requests that the LOD be modified to correct this typographical error.

Accordingly, the following modifications to the VTTM grant clause are proposed. Deleted text is shown in ~~strikethrough~~ and added text is shown in underline.

The Grant Clause shall be revised to remove the typographical error stating that 52,000 cubic yards of soil would be exported, in lieu of the correct 28,000 cubic yards of export, as follows:

Vesting Tentative Tract Map No. 82213 (stamped map, dated June 11, 2018) to create one ground lot and four airspace lots; and a Haul Route for the export of ~~52,000~~ 28,000 cubic yards of soil.

Condition 24 of the Conditions of Approval shall be modified as follows:

24. Haul Route Required permit fee and bond. Permit fee must be paid before the Department of Building and Safety issue a Grading Permit.

EXHIBIT A

FARAMARZ YADEGAR APPEAL

VTT-82213-1A

July 10, 2025

APPLICATIONS

APPEAL APPLICATION Instructions and Checklist



PURPOSE

This application is for the appeal of Los Angeles Department of City Planning determinations, as authorized by the LAMC. For California Environmental Quality Act Appeals, use form [CP13-7840](#). For Building and Safety Appeals and Housing Department Appeals, use form [CP13-7854](#).

RELATED CODE SECTION

Refer to the Letter of Determination (LOD) for the subject case to identify the applicable Los Angeles Municipal Code (LAMC) Section for the entitlement and the appeal procedures.

APPELLATE BODY

Check only one. If unsure of the Appellate Body, check with City Planning staff before submission.

- ☐ Area Planning Commission (APC) ☒ City Planning Commission (CPC) ☐ City Council
☐ Zoning Administrator (ZA)

CASE INFORMATION

Case Number: ENV-2018-3337-SCEA, VTT-82213

APN: 5134-008-006

Project Address: 1600-1618 S Flower, 1601-1623 S Hope St, 426-440 W Venice Blvd

Final Date to Appeal: 4-14-2025

APPELLANT

Check all that apply.

- ☒ Person, other than the Applicant, Owner or Operator claiming to be aggrieved
☐ Representative ☐ Property Owner ☐ Applicant ☐ Operator of the Use/Site

APPELLANT INFORMATION

Appellant Name: Faramarz "Fred" Yadegar, Trustee of the T.O.Y Family Trust

Company/Organization: _____

Mailing Address: 1721 S Flower St

City: Los Angeles **State:** CA **Zip Code:** 90015

Telephone: 213-268-5890 **E-mail:** sibelle.of.ca@gmail.com

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

☒ Self ☐ Other: _____

Is the appeal being filed to support the original applicant's position? ☐ YES ☒ NO

REPRESENTATIVE / AGENT INFORMATION

Name: _____

Company/Organization: _____

Mailing Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Telephone: _____ **E-mail:** _____

JUSTIFICATION / REASON FOR APPEAL

Is the decision being appealed in its entirety or in part? ☒ Entire ☐ Part

Are specific Conditions of Approval being appealed? ☐ YES ☒ NO

If Yes, list the Condition Number(s) here: _____

On a separate sheet provide the following:

☒ Reason(s) for the appeal

☒ Specific points at issue

☒ How you are aggrieved by the decision

APPLICANT'S AFFIDAVIT

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

Appellant Signature: Faramarz Yadegar **Date:** 4-14-2025

GENERAL 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.

The appellate body must act on the appeal within a time period specified in the LAMC Section(s) pertaining to the type of appeal being filed. Los Angeles 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: \$172

Reviewed & Accepted by (DSC Planner): Ruben Vasquez

Receipt No.: 200239703432 **Date:** 04/14/2025

☒ Determination authority notified

☐ Receipt Number

GENERAL APPEAL FILING REQUIREMENTS

If dropping off an appeal at a Development Services Center (DSC), the following items are required. See also additional instructions for specific case types. To file online, visit our [Online Application System \(OAS\)](#).

APPEAL DOCUMENTS

1. Hard Copy

Provide three sets (one original, two duplicates) of the listed documents for each appeal filed.

☐ Appeal Application

☐ Justification/Reason for Appeal

- ☐ Copy of Letter of Determination (LOD) for the decision being appealed

2. Electronic Copy

- ☐ Provide an electronic copy of the appeal documents on a USB flash drive. The following items must be saved as individual PDFs and labeled accordingly (e.g., “Appeal Form”, “Justification/Reason Statement”, or “Original Determination Letter”). No file should exceed 70 MB in size.

3. Appeal Fee

- ☐ *Original Applicant.* The fee charged shall be in accordance with [LAMC Section 19.01 B.1\(a\) of Chapter 1](#) or [LAMC Section 15.1.1.F.1.a. \(Appeal Fees\) of Chapter 1A](#) as applicable, or a fee equal to 85% of the original base application fee. Provide a copy of the original application receipt(s) to calculate the fee.
- ☐ *Aggrieved Party.* The fee charged shall be in accordance with [LAMC Section 19.01 B.1\(b\) of Chapter 1](#) or [LAMC Section 15.1.1.F.1.b. \(Appeal Fees\) of Chapter 1A](#) as applicable

4. Noticing Requirements (Applicant Appeals Only)

- ☐ *Copy of Mailing Labels.* All appeals require noticing of the appeal hearing per the applicable LAMC Section(s). Original Applicants must provide noticing per the LAMC for all Applicant appeals. See the Mailing Procedures Instructions ([CP13-2074](#)) for applicable requirements.

SPECIFIC CASE TYPES

ADDITIONAL APPEAL FILING REQUIREMENTS AND / OR LIMITATIONS

DENSITY BONUS (DB) / TRANSIT ORIENTED COMMUNITIES (TOC)

Appeal procedures for DB/TOC cases are pursuant to [LAMC Section 13B.2.5. \(Director Determination\) of Chapter 1A](#) or [LAMC Section 13B.2.3. \(Class 3 Conditional Use\) of Chapter 1A](#) as applicable.

- Off-Menu Incentives or Waiver of Development Standards are not appealable.
- Appeals of On-Menu Density Bonus or Additional Incentives for TOC cases can only be filed by adjacent owners or tenants and is appealable to the City Planning Commission.

- ☐ Provide documentation confirming adjacent owner or tenant status is required (e.g., a lease agreement, rent receipt, utility bill, property tax bill, ZIMAS, driver's license, bill statement).

WAIVER OF DEDICATION AND / OR IMPROVEMENT

Procedures for appeals of Waiver of Dedication and/or Improvements (WDIs) are pursuant to [LAMC Section 12.37 I of Chapter 1](#) or [LAMC Section 10.1.10. \(Waiver and Appeals\) of Chapter 1A](#) as applicable.

- WDIs for by-right projects can only be appealed by the Property Owner.
- If the WDI is part of a larger discretionary project, the applicant may appeal pursuant to the procedures which govern the main entitlement.

[VESTING] TENTATIVE TRACT MAP

Procedures for appeals of [Vesting] Tentative Tract Maps are pursuant [LAMC Section 13B.7.3.G. of Chapter 1A](#).

- Appeals must be filed within 10 days of the date of the written determination of the decision-maker.

NUISANCE ABATEMENT / REVOCATIONS

Appeal procedures for Nuisance Abatement/Revocations are pursuant to [LAMC Section 13B.6.2.G. of Chapter 1A](#). Nuisance Abatement/Revocations cases are only appealable to the City Council.

Appeal Fee

- ☐ *Applicant (Owner/Operator)*. The fee charged shall be in accordance with the [LAMC Section 19.01 B.1\(a\) of Chapter 1](#) or [LAMC Section 15.1.1.F.1.a. \(Appeal Fees\) of Chapter 1A](#) as applicable.

For appeals filed by the property owner and/or business owner/operator, or any individuals/agents/representatives/associates affiliated with the property and business, who files the appeal on behalf of the property owner and/or business owner/operator, appeal application fees listed under [LAMC Section 19.01 B.1\(a\) of Chapter 1](#) shall be paid, at the time the appeal application is submitted, or the appeal application will not be accepted.

- ☐ *Aggrieved Party*. The fee charged shall be in accordance with the [LAMC Section 19.01 B.1\(b\) of Chapter 1](#) or [LAMC Section 15.1.1.F.1.b. \(Appeal Fees\) of Chapter 1A](#) as applicable.

Appeal of Approval of VTT-82213: Violation of Covenant and Judgment

To: Department of City Planning, City of Los Angeles

Re: South Park Tower Project (ENV-2018-3337-SCEA; CPC-2018-3336-TDRCUB-ZV-WDI-SPR-MSD; VTT-82213)

Appellant: Faramarz "Fred" Yadegar, Trustee of the T.O.Y. Family Trust, 1721 S. Flower Street

Dear Commissioners,

I am Faramarz "Fred" Yadegar, owner of the adjacent property at 1721 S. Flower Street. I respectfully submit this appeal of the approval of Vesting Tentative Tract Map No. 82213 ("VTT-82213"), issued on April 2, 2025, for the South Park Tower Project. This appeal is based on the Project's noncompliance with enforceable legal agreements, specifically the 8 Space Parking Covenant (Instrument No. 84-1182551) and the Stipulated Judgment entered in Los Angeles Superior Court Case No. BC492202 and against Certificate of occupancy 2015.

Grounds for Appeal

1. Binding Court Judgment and Covenant Violation

The 8 Space Covenant is legally binding and was declared valid and enforceable by a Stipulated Judgment in Case No. BC492202. The City of Los Angeles is explicitly bound by this judgment per the Conditional Settlement Agreement between the parties. Any approval of VTT-82213 that fails to incorporate this requirement places the City in direct violation of a court order.

2. Improper Relocation and Access of Parking Spaces

The Judgment allows location flexibility only within reasonable bounds. The approved plans relocate the 8 parking spaces to 1600 S. Flower with access from 1623 S. Hope Street, which is not compliant with the Certificate of Occupancy and does not provide direct ingress/egress from 1616 S. Flower, as required. This also potentially violates Los Angeles Municipal Code Section 12.21.A.4(g), which mandates that required parking be located on the same lot or within 750 feet with safe pedestrian access.

The original Covenant specifically required that entrance to the designated parking be from 1616 S. Flower Street. I have personally used the 8 designated parking spaces at 1616 S. Flower Street for over **30 years**, establishing a consistent and expected use pattern that further reinforces the necessity of maintaining access and location.

3. Inadequate Provision of Parking During Construction

The Settlement Agreement mandates that if construction prevents use of the designated parking, an equivalent number of spaces must be made available within 2,000 feet, with reasonably equivalent access. No such arrangement is included or documented in the VTT-82213 approval.

4. Inadequate Recognition of Covenant Obligations by Applicant

The developer mischaracterizes the Stipulated Judgment by claiming broad discretion to relocate the spaces. However, this discretion is bounded by the requirement that such relocation must not

impair access or use. Unilaterally shifting the parking without ensuring equivalent access or signage is not in compliance with the Judgment.

5. City's Legal Obligation to Enforce the Judgment

The City previously agreed to be bound by the Judgment in Case No. BC492202. Ignoring these obligations during the entitlement process would not only breach a court order but also risk exposing the City to legal liability.

6. Unlawful Taking and Due Process Concerns

Facilitating a development that extinguishes or dilutes the property rights of my parcel, in direct contradiction of a court-confirmed covenant, constitutes a regulatory taking and violates my due process rights under California and federal law.

7. Negative Impact on Neighborhood Parking

In addition to violating my rights under the Covenant, the overall parking allocation in the proposed project is inadequate and negatively impacts the neighborhood. The influx of new residents, hotel guests, and commercial visitors without sufficient parking spaces will create congestion and reduce the availability of street parking for current residents and businesses.

8. Broader Community Impact of Parking Allocation

The overall parking design for this project fails to accommodate the scale and density of the proposed development. This inadequacy will strain public infrastructure and burden adjacent residential and commercial areas with overflow parking demand. Community members have already raised concerns about traffic congestion and limited availability of street parking, which will be exacerbated if the current parking plan moves forward.

9. Violation of Intent Behind LAMC 12.21.A.4(g)

LAMC 12.21.A.4(g) Text: "Location of Parking Area. The automobile parking spaces required by Paragraphs (b), (c), (d), and (e) hereof, shall be provided either on the same lot as the use for which they are intended to serve or on another lot not more than 750 feet distant therefrom; said distance to be measured horizontally along the streets between the two lots, except that where the parking area is located adjacent to an alley, public walk or private easement which is easily usable for pedestrian travel between the parking area and the use it is to serve, the 750-foot distance may be measured along said alley, walk or easement."

The Municipal Code provision is intended to provide off-site parking within a reasonable distance from the use it serves so that people will actually and effectively utilize those off-site spaces. The Code identifies 750 feet as the maximum intervening distance. While the two properties are technically within 750 feet of each other, a fair interpretation of the ordinance and court action is that customers and clients should not be required to walk farther than 750 feet from one property to the other.

Otherwise, because of oddly shaped parcels, extremely long and narrow parcels, topographical features, or—as in this case—a large project site with multiple street frontages, a simple 750-foot

measurement between parcel boundaries could result in unintended consequences. Actual walking distances to covenanted parking spaces may become so long as to render compliance meaningless.

In this case, the project site has no constraints preventing it from providing parking within a 750-foot walking distance. The site is being developed from a clean slate following demolition, and any layout choices were made with full knowledge of the covenant and judgment.

As a practical matter, the proposed walking distance between my property and the newly proposed parking location is excessive. Many of my customers and clients will not walk that distance, thereby undermining the intent of the covenant and effectively denying access to required parking. This puts the usability and future of my property at risk.

Nothing prevents the project from honoring the covenant by placing 8 designated spaces within a walkable 750-foot radius. The only barrier is a noncompliant design, which can and should be modified accordingly.

The applicant had full knowledge of these obligations prior to submitting plans. Any required redesign is a self-imposed consequence of knowingly proposing a layout that disregards the covenant and court ruling.

Relief Requested

I respectfully request that the City:

- Reconsider and withhold approval of VTT-82213 until the parking rights of 1721 S. Flower Street are preserved in full.
- Require the applicant to restore access at 1616 S. Flower Street or demonstrate legally equivalent access within 750 feet.
- Ensure an interim parking plan within 2,000 feet during any period of construction.
- Include these requirements as conditions of approval to comply with the Covenant and Judgment.

The City is legally and ethically obligated to uphold the terms of its own municipal code and the orders of the California Superior Court. I urge the Department to act accordingly.

Sincerely,
Faramarz "Fred" Yadegar
Trustee, T.O.Y. Family Trust
1721 S. Flower Street
213-268-5890

EXHIBIT B

**CONDITIONAL SETTLEMENT
AGREEMENT, STIPULATED
JUDGEMENT, CERTIFICATE OF
OCCUPANCY, AND PARKING
COVENANT**

VTT-82213-1A

July 10, 2025

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20151627331



Pages:
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California

12/28/15 AT 08:00AM

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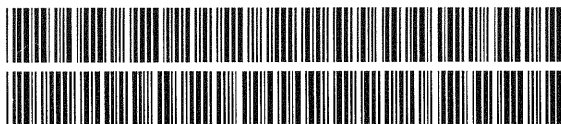
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WHEN RECORDED MAIL TO:

Snyder Law Group
6133 Bristol Parkway, Suite 275
Culver City, CA 90230
Attn: Lawrence Snyder

12/28/2015



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TITLE(S)

Stipulated Judgement

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FILED

Superior Court of California
County of Los Angeles

NOV 19 2015

Sherril R. Carter, Executive Officer/Clerk
By H. Kwon Balba Deputy
H. Kwon Balba

RECEIVED

NOV 13 2015

SUPERIOR COURT
DEPT. 52

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Attorneys for Plaintiffs/Cross-Defendants
FREDERICK OKEN, STANFORD OKEN, AND RUTH DAWSON, as
Successor Co-Trustees of the Survivor's Trust Created Under
The Will of Harry Oken; etc., et al

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT

FREDERICK OKEN, STANFORD OKEN and
RUTH DAWSON as Successor Co-Trustees of
the Survivor's Trust Created Under the Will of
Harry Oken; FREDERICK OKEN,
STANFORD OKEN, and RUTH DAWSON as
Successor Co-Trustees of Marital Deduction
Trust Created Under the Will of Harry Oken;
and FREDERICK OKEN, STANFORD OKEN,
and RUTH DAWSON as Successor Co-
Trustees of the Residuary Trust Created Under
the Will of Harry Oken,

Plaintiffs,

CASE NO: BC492202

~~[PROPOSED]~~ STIPULATED
JUDGMENT

HON. SUSAN BRYANT-DEASON
DEPT. 52

DSP

Law Offices
LEWITT, HACKMAN, SHAPIRO,
MARSHALL & HARLAN
A LAW CORPORATION

Law Offices
LEWITT HACKMAN, SHAPIRO,
MARSHALL & HARLAN
A LAW CORPORATION

FILED
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vs.

CITY OF LOS ANGELES; DEPARTMENT
OF BUILDING AND SAFETY OF THE CITY
OF LOS ANGELES; DEPARTMENT OF
CITY PLANNING OF THE CITY OF LOS
ANGELES; FARAMARZ "FRED"
YADEGAR, Trustee of the T O Y Family
Trust; ANDERSON & SWANSON CO., an
unknown entity; ALL PERSONS UNKNOWN,
CLAIMING ANY LEGAL OR EQUITABLE
RIGHT, TITLE, ESTATE, LIEN, OR
INTEREST IN THE PROPERTY DESCRIBED
IN THE COMPLAINT ADVERSE TO
PLAINTIFFS' TITLE, OR ANY CLOUD ON
PLAINTIFFS' TITLE THERETO; and DOE 1
through DOE 100, inclusive,

Defendants.

AND RELATED CROSS-ACTION.

Plaintiffs/Cross-Defendants FREDERICK OKEN, STANFORD OKEN and RUTH
DAWSON as Successor Co-Trustees of the Survivor's Trust Created Under the will of Harry
Oken, FREDERICK OKEN, STANFORD OKEN and RUTH DAWSON as Successor Co-
Trustees of Marital Deduction Trust Created Under the Will of Harry Oken, and FREDERICK
OKEN, STANFORD OKEN, and RUTH DAWSON as Successor Co-Trustees of the Residuary
Trust Created Under the Will of Harry Oken (collectively, the "Oken Parties"), and
Defendant/Cross-Complainant Faramarz "Fred" Yadegar as Trustee of the T O Y Family Trust
("Yadegar"), having entered into a Conditional Settlement Agreement and Mutual General
Release (the "Settlement Agreement") with respect to all of the claims set forth in the Complaint
and the Cross-Complaint herein; and the parties having stipulated to the entry of Judgment as set
forth herein based upon the Settlement Agreement; and all other Defendants and Cross-
Defendants, including Doe and Roe Defendants and Cross-Defendants, having been dismissed
from the within action;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

Dsf

Law Offices
LEWITT, HACKMAN, SHAPIRO,
MARSHALL & HARLAN
A LAW CORPORATION

11-02-56204

(THIS DOCUMENT
PRINTED ON
RECYCLED PAPER)

1. The Covenant and Agreement Regarding Maintenance of Off-Street Parking Space, dated October 1, 1984, recorded in Official Records of Los Angeles County on October 1, 1984, as Instrument No. 84-1182551 (the "8 Space Covenant"), is hereby declared to be valid and enforceable. The 8 Space Covenant burdens that certain real property located at 1601-1625 South Hope Street and 1600-1616 Flower Street, Los Angeles, California, legally described as follows (hereinafter referred to as the "Oken Property"):

The real property located in the City of Los Angeles, County of Los Angeles, State of California, and described as:

Lot 1 of Tract No. 22198 as per map recorded in book 791, pages 19 and 20 of Maps, in the office of the County Recorder of Los Angeles County.

and is for the benefit of that certain real property located at 1721 South Flower Street, Los Angeles, California, legally described as follows (hereinafter referred to as the "Yadegar Property"):

Lot 15 of the Wright Tract and a strip of land 10 feet in width in the rear of said Lot, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 10, Page 32 of Miscellaneous Records, in the office of the County recorder of said County, described as follows:

Commencing at the intersection of the North Line of Pacheco Street, now 18th Street, with the West line of Flower Street, being the Southeast corner of said Lot 15; thence Westerly along the South line of said Lot 15 and its prolongation Westerly 165 feet to the center of alley between said Lot 15 and Lot 12 of said Tract; thence Northerly along the center line of said alley and parallel with the Westerly line of Flower Street, 51.83 feet; thence Easterly along the Northerly line of said Lot 15 and its prolongation Westerly 165 feet to the Northeast corner of said Lot 15 and thence Southerly along the East line of said Lot 16, 51.83 feet to the point of beginning.

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2. The 8 Space Covenant shall remain in full force and effect, shall continue to run with the land with respect to the Oken Property for the benefit of the Yadegar Property, and shall not be terminable either by the owners of the Oken Property or their successors or assigns except with the written consent of the owner of the Yadegar Property or his or its successors or assigns, or otherwise pursuant to applicable operation of law. Use of the parking spaces covered by the 8 Space Covenant (a) shall continue to be without charge; (b) shall be on a non-exclusive and unreserved basis; (c) may include a combination of full-size spaces, compact spaces and/or tandem spaces; and (d) shall be in such portion(s) or location(s) of the Oken Property as the Oken Parties or their successors as owners of the Oken Property may designate from time to time. During any period of construction on the Oken Property if such construction would prevent the use of parking spaces on the Oken Property pursuant to the 8 Space Covenant, the Oken Parties or their successors as owners of the Oken Property shall provide an equivalent number of parking spaces on alternative nearby property located not more than 2000 feet from the Oken Property, and which provides parking rights reasonably equivalent to those provided on the Oken Property pursuant to the 8 Space Covenant. Upon completion of any such construction on the Oken Property, such parking spaces shall again be made available on the Oken Property pursuant to the 8 Space Covenant.

3. The Covenant and Agreement Regarding Maintenance of Off-Street Parking Space, dated September 4, 1984, recorded on September 4, 1984, as Instrument No. 84-1061929, Official Records of Los Angeles County, California, which purportedly provided that the owners of the Oken Property agreed to provide an offsite parking area on the Oken Property containing not less than 40 spaces for the use of the building located on the Yadegar Property, is hereby terminated and shall no longer encumber, or be a cloud on title of, the Oken Property.

4. The Covenant and Agreement to Provide Parking Attendant dated October 1, 1984, recorded on October 1, 1984, as Instrument No. 84-1182552, Official records of Los Angeles County, California, is hereby terminated and shall no longer encumber, or be a cloud on title of, the Oken Property.

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5. A certified copy of this Stipulated Judgment may be recorded in the Official Records of Los Angeles County, California.

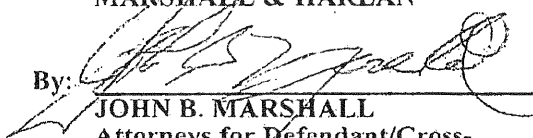
6. Subject to the foregoing, the remaining causes of action in the Complaint in the within action and the Cross-Complaint in the within action are hereby dismissed with prejudice by stipulation of Plaintiff and Cross-Complainant.

7. Plaintiffs/Cross-Defendants and Defendant/Cross Complainant shall bear their own costs and attorneys fees in connection with the within action.

8. Pursuant to request of all of the Parties to the within action, the Court shall retain jurisdiction to enforce the executory provisions of the Settlement Agreement between Plaintiffs/Cross Defendants and Defendant/Cross-Complainant pursuant to *California Code of Civil Procedure* Section 664.6.

THE FOREGOING IS SO STIPULATED BY THE PARTIES, BY AND THROUGH THEIR COUNSEL OF RECORD.

LEWITT, HACKMAN, SHAPIRO,
MARSHALL & HARLAN

By: 
JOHN B. MARSHALL
Attorneys for Defendant/Cross-
Complainant FARAMARZ "FRED"
YADEGAR

Law Offices
LEWITT, HACKMAN, SHAPIRO,
MARSHALL & HARLAN
A LAW CORPORATION

11/25/01

Law Offices
LEWITT, HACKMAN, SHAPIRO,
MARSHALL & HARLAN
A LAW CORPORATION

11/25/2015

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LAW OFFICES OF FARAH NOURMAND

By: 

FARAH NOURMAND,
Attorneys for Defendant/Cross-
Complainant FARAMARZ "FRED"
YADEGAR

GRAY • DUFFY, LLP

By: 

DAVID S. FISHER
Attorneys for Plaintiffs and Cross-Defendants
FREDERICK OKEN, STANFORD
OKEN, AND RUTH DAWSON, as
Successor Co-Trustees, etc., et al

IT IS SO ORDERED AND JUDGMENT SHALL BE ENTERED IN ACCORDANCE
WITH THE FOREGOING STIPULATED JUDGMENT

Dated: 11/19, 2015


JUDGE OF THE SUPERIOR COURT

- 6 -
STIPULATED JUDGMENT



I certify that this is a true and correct copy of the
original Stipulation Judgment
on file in this office consisting of 2 pages.

SHERRI R. CARTER, Executive Officer / Clerk of the
Superior Court of California, County of Los Angeles.

DEC 18 2015 Tom G. Holmes, Deputy

Tom G. Holmes

CONDITIONAL SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE

THIS CONDITIONAL SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE (this "Agreement"), is made and entered into as of the 30th day of October, 2015, by and among:

- (A) FREDERICK OKEN, STANFORD OKEN and RUTH DAWSON as Successor Co-Trustees of the Survivor's Trust Created Under the will of Harry Oken, FREDERICK OKEN, STANFORD OKEN and RUTH DAWSON as Successor Co-Trustees of Marital Deduction Trust Created Under the Will of Harry Oken, and FREDERICK OKEN, STANFORD OKEN, and RUTH DAWSON as Successor Co-Trustees of the Residuary Trust Created Under the Will of Harry Oken (collectively, the "Oken Parties"), and
- (B) FARAMARZ "FRED" YADEGAR, Trustee of the T. O. Y. Family Trust ("Yadegar")

(The Oken Parties and Yadegar are sometimes referred to herein individually as a "Party" and collectively as the "Parties"). This Agreement is made and entered into with reference to the following facts and circumstances:

A. Yadegar is the current owner of that certain real property located at 1721 South Flower Street, Los Angeles, California, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Yadegar Property"). Yadegar acquired the Yadegar Property in 1995.

B. The Oken Parties, as trustees, are the current owners of that certain real property located at 1601-1625 South Hope Street and 1600-1616 Flower Street, Los Angeles, California, as more particularly described in Exhibit B attached hereto and incorporated herein by reference (the "Oken Property").

C. The following documents were recorded with the Los Angeles County Recorder, Official Records, in which Yadegar asserts the Oken Property is subject to certain parking covenants burdening the Oken Property in favor of the Yadegar Property (the "Covenants"):

- (1) Covenant and Agreement Regarding Maintenance of Off-Street Parking Space, dated September 4, 1984, recorded on September 4, 1984, as Instrument No. 84-1061929, which provided that the Oken Property provide an offsite parking area containing not less than 40 parking spaces for the use of the building located on the Yadegar Property (the "40 Space Covenant"), a copy of which is attached hereto as Exhibit C and incorporated hereat by reference.
- (2) Covenant and Agreement Regarding Maintenance of Off-Street Parking Space, dated October 1, 1984, recorded on October 1, 1984, as Instrument No. 84-1182551, which provided that the Oken Property provide an offsite parking area containing not less than 8 parking spaces for the use of the building located on the Yadegar Property (the "8 Space Covenant"), a copy of which is attached hereto as Exhibit D and incorporated hereat by reference.

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- (3) Covenant and Agreement to Provide Parking Attendant dated October 1, 1984, recorded on October 1, 1984, as Instrument No. 84-1182552 (the "Parking Attendant Covenant"), a copy of which is attached hereto as Exhibit E and incorporated hereat by reference.

D. Disputes have arisen between the Oken Parties and Yadegar with respect to the validity of each of the Covenants. The Oken Parties contend that none of the Covenants were properly signed or authorized by the true owners of the Oken Properties, that one of the Covenants was not signed by the City of Los Angeles, that the Covenants are either void and/or are terminable, and that the parking covenants are no longer needed by Yadegar to maintain the Conditional Use Permit to operate a dance hall or the Certificates of Occupancy relating to current parking requirements for the present permitted uses of the Yadegar Property. Yadegar disputes such contentions by the Oken Parties and contends that each and all of the Covenants are valid and binding upon the Oken Property and are necessary to maintain such Conditional Use Permit and such Certificates of Occupancy. Yadegar further contends that he has established for the benefit of the Yadegar Property a prescriptive easement to use and continue to utilize the parking spaces on the Oken Property which are the subject of the 40 Space Covenant and the 8 Space Covenant. The Oken Parties dispute such contentions by Yadegar.

E. In August 2011, the Oken Parties petitioned the City of Los Angeles to terminate the Covenants (the "Oken Petition"). On May 29, 2012, the City of Los Angeles sent Yadegar a letter, informing him that it intended to revoke the Covenants and, as a result, may also revoke the Certificate of Occupancy for the building located on the Yadegar Property. However, on June 27, 2012, the City of Los Angeles changed its position, informing Yadegar that it "cannot terminate either one of the two recorded affidavits [i.e., the 40 Space Covenant and the 8 Space Covenant], unless ordered by a court."

F. On September 18, 2012, the Oken Parties filed a Complaint (the "Oken Complaint") in a civil action in the Los Angeles Superior Court against Yadegar, the City of Los Angeles, Anderson & Swanson Co., and all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the Property described in the Complaint adverse to Plaintiffs' Title, or any Cloud on Plaintiffs' Title Thereto," Case No. BC492202 (the "Civil Action"), seeking declaratory relief invalidating all of the Covenants.

G. Yadegar filed a Cross-Complaint in the Civil Action against the Oken Parties asserting his rights under the Covenants and a prescriptive easement for the use of the parking spaces which are the subject of the Covenants (the "Yadegar Cross-Complaint"). The Yadegar Cross-Complaint also named Logix Federal Credit Union ("Logix") as a cross-defendant. [there should be mention here of the cross-complaint against, and dismissal of, First American Title]

H. The Oken Parties have dismissed the City of Los Angeles as a defendant in the Civil Action. The dismissal included an Order that the City of Los Angeles would be bound by any determination in the Civil Action. Yadegar has entered into a stipulation with Logix, dismissing it as a cross-defendant without prejudice, but in which Logix agreed to be bound by the determination in the Civil Action. Anderson and Swanson, as well as all other Doe Defendants, were dismissed without prejudice.

I. The Civil Action was set for trial to commence on September 24, 2015. The Parties were asked by the court to engage in further settlement discussions in a settlement

conference before the Hon. James Dunn in Department 26 of the Court. After discussions among the Parties, counsel and Judge Dunn, on September 25, 2015, the Oken Parties and Yadegar entered into an oral stipulation on the record before the Court in the Civil Action, agreeing to conditionally settle the Civil Action and the claims and defenses asserted therein, and agreeing to enter into a definitive written agreement more specifically setting forth the terms of their agreed settlement. This Agreement memorializes the settlement reached by the Parties. The Parties also requested that the Court not currently dismiss the Civil Action and to continue the trial to November 6, 2015, in the event that the Civil Action is not finally settled on or before such date in accordance with the terms now set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration as described in this Agreement, the Parties hereby agree as follows:

1. Conditional Settlement. This Agreement constitutes a conditional settlement of the Civil Action. In the event that Yadegar does not obtain the City Approval (as defined below) by November 5, 2015 or, if the City Approval is not obtained by November 5, 2015 and Yadegar does not waive in writing the condition of obtaining the City Approval on or before November 5, 2015, then this Agreement shall terminate and be of no force or effect, and the Parties shall proceed to trial on the Civil Action.

2. Settlement Payment. For and in consideration of the agreements set forth in this Agreement and settlement of the Civil Action, and subject to either the City Approval or waiver of the condition of the City Approval by Yadegar (as defined and provided in Paragraph 3-a of this Agreement), the Oken Parties shall pay to Yadegar the sum of One Hundred Twenty-Five Thousand Dollars (\$125,000) (the "Settlement Payment"). Within one (1) business day following execution of this Agreement by all Parties, the Oken Parties shall cause such sum to be deposited by wire transfer to the Trust Account of Yadegar's attorneys, Lewitt, Hackman, Shapiro, Marshall & Harlan, a Law Corporation ("Lewitt Hackman"). Lewitt Hackman shall promptly provide wire transfer instructions to Gray-Duffy, LLP, the attorneys for the Oken Parties, so that the Oken Parties may timely make such transfer. The Settlement Payment shall be held by Lewitt Hackman in trust and shall be released and disbursed only upon the occurrence of either of the following conditions:

- a. In the event that, on or before November 5, 2015, either (i) the City Approval (as defined in Paragraph 3-a of this Agreement) has been obtained, or (ii) Yadegar provides to Lewitt Hackman and to Gray-Duffy, LLP, a written waiver of the City Approval as a condition of Closing (as defined below) of the transactions contemplated in this Agreement, then in either such event the Settlement Payment shall forthwith be released by Lewitt Hackman to Yadegar. In the event that Yadegar exercises the option to acquire rights to the Additional Parking spaces, as defined in and pursuant to the terms and conditions set forth in Paragraph 3-b below (up to the maximum of four spaces as provided therein), then the amount to be released and disbursed to Yadegar shall be reduced by the sum of Ten Thousand Dollars (\$10,000) multiplied by the number of additional parking spaces as to which Yadegar exercises such option, and such remaining amount shall immediately be released back to the Oken Parties, to be delivered through their attorneys, Gray-Duffy, LLP.
- b. In the event that, on or before November 5, 2015, the City Approval has not been obtained and Yadegar has not delivered a written waiver of the City Approval as

provided in Paragraph 3-d and subparagraph 1-a above, then the settlement provided for in this Agreement shall terminate and Lewitt Hackman shall immediately release all of such funds, without offset or deduction, back to the Oken Parties, to be delivered through their attorneys, Gray-Duffy, LLP.

Each of the Parties acknowledges and agrees that the foregoing shall constitute irrevocable trust instructions to Lewitt Hackman with respect to the retention and release of the funds held by it for the Settlement Payment. Such instructions shall not be subject to revocation, countermand, modification or amendment by any Party unless agreed in a writing signed by all Parties. Solely for purposes of holding the funds for the Settlement Payment in trust, Lewitt Hackman shall be deemed to be the agent of all of the Parties jointly, and shall not be deemed to have violated its attorney-client relationship with Yadegar by complying with the foregoing irrevocable instructions even if contrary to a further unilateral instruction to Lewitt Hackman by Yadegar. However, the Parties further agree that by acting as the joint agent of all Parties in holding such funds solely for the foregoing limited purposes, no attorney-client relationship is created between Lewitt Hackman and the Oken Parties. Likewise the attorney-client relationship between Lewitt Hackman and Yadegar shall remain unaffected and the holding of such funds and compliance with the foregoing instructions shall not be deemed to constitute a conflict of interest by Lewitt Hackman. Any dispute with respect to the foregoing may be resolved upon application by any Party or by Lewitt Hackman to the Court in the Civil Action pursuant to the Court's retention of jurisdiction to enforce this Agreement pursuant to Code of Civil Procedure Section 664.6, as provided in Paragraph 4-e of this Agreement.

3. City Approval.

a. Joint Attempt to Obtain City Approval. On or before November 5, 2015, counsel for the Parties, working cooperatively, and not the Parties themselves, will seek to meet with officials of the City (Los Angeles City Department of Building & Safety and/or Charles Sewell, Deputy City Attorney, who has been contacted regarding the Oken Petition and the Covenants) to attempt to obtain written confirmation reasonably satisfactory to Yadegar (the "City Approval") that, with validation of the 8 Parking Space Covenant, the Yadegar Property shall be deemed by the City to be in compliance with its existing Certificates of Occupancy ("C of O") with respect to the current permitted uses of the Yadegar Property, or to determine if additional parking spaces are required in order to obtain the City Approval with respect to the validity of the Certificates of Occupancy for the present permitted uses of the building located on the Yadegar Property.

b. Additional Parking Spaces. If the City determines that the City Approval requires additional parking spaces beyond those provided by the 8 Space Covenant, Yadegar shall have the option to "buy" use of additional parking spaces as required in order to obtain the City Approval, up to an additional maximum of four (4) parking spaces (the "Additional Spaces") on the Oken Property at \$10,000 per space, payable by reducing the Settlement Payment by such amount. Such option must be exercised by Yadegar by a notice in writing to the Oken Parties, delivered to their attorneys of record, Gray-Duffy, LLP, at or before 5 p.m. on November 5, 2015, at which time such option to acquire the use of such Additional Spaces shall terminate. If such option is exercised by Yadegar, the Parties agree to amend the 8 Space Covenant to also include such Additional Spaces, and the City shall be requested to recognize such Additional Spaces as part of the authorized parking for the Yadegar Property in providing the City Approval and to approve in writing such amendment of the 8 Space Covenant. The use of the parking

spaces provided pursuant to the 8 Space Covenant and the Additional Spaces (up to the maximum of four) shall be deemed to be pursuant to the 8 Space Covenant which shall then cover up to a total of twelve parking spaces. Provided, however, in the event that the grant of the right to use of the Additional Spaces is terminated due to acts or events beyond the control of the Oken Parties and Yadegar (such as if there is a reversal of the decision in the Neman Action (as defined in Paragraph 6 below), Neman acquires the Oken Property, and Neman is found by a court of competent jurisdiction not to be bound by the addition of the Additional Spaces to the 8 Space Covenant), then in such event the Additional Spaces shall be deemed severable from the 8 Space Covenant and the 8 Space Covenant shall nevertheless remain in effect as to the eight spaces originally provided for therein and in this Agreement. The Oken Parties shall not be obligated to provide covenants for any additional parking for the benefit of the Yadegar Property. If the City provides the City Approval to Yadegar on or before November 5, 2015, then the Closing (as defined below) shall proceed.

c. Failure to Obtain City Approval; Waiver by Yadegar. In the event the City does not provide the City Approval on or before November 5, 2015, but Yadegar gives written notice to Gray Duffy, LLP at or before 5 p.m. on November 5, 2015 that he waives the obtaining of the City Approval as a condition to Closing, then the Closing shall occur. If the City Approval does not occur on or before 5 p.m. on November 5, 2015, and if Yadegar has not by such date and time waived the City Approval as a condition to the Closing, then this Agreement shall terminate, the trust funds held by Lewitt Hackman shall be immediately returned to Gray Duffy, LLP, and the Parties shall proceed to trial on the Civil Action.

4. The Closing. Subject to and conditioned upon satisfaction of the terms and conditions set forth in this Agreement at or before 5 p.m. on November 5, 2015, the transactions set forth in this Agreement shall close and be effective on the next business day following the City Approval or Yadegar's written waiver thereof as provided in this Agreement, but in no event later than November 6, 2015 or the next business day thereafter, as follows (the "Closing"):

- a. The Settlement Payment shall be released to Yadegar, as provided in Paragraph 2 above.
- b. The Parties and their counsel shall and present to the Court for approval and signature a Stipulated Judgment:
 - (ii) if the City Approval is based solely on the 8 Space Covenant, or if Yadegar has waived the condition of City Approval as provided in Paragraph 3-a of this Agreement, the Stipulated Judgment shall be in the form attached hereto as Exhibit F and incorporated herein by reference; or
 - (iii) if the City Approval is based on the Additional Spaces pursuant to Paragraph 3-b of this Agreement, the Stipulated Judgment shall be in the form attached hereto as Exhibit G and incorporated herein by reference.

Upon execution of the Stipulated Judgment by the Court, either Party may cause a certified copy thereof to be recorded in Official Records of Los Angeles County.

- c. Except for the Stipulated Judgment, the Parties shall file a Request for Dismissal of all of the remaining causes of action in the Civil Action, With Prejudice, including the Complaint and the Cross-Complaint.
- d. Each of the Parties shall bear his or their own attorneys fees and costs incurred in connection with the Civil Action.
- e. The Court shall be requested to retain jurisdiction to enforce the executory provisions of this Agreement pursuant to Code of Civil Procedure Section 664.6.
- 5. Disposition of Covenants. In the event that all conditions set forth in this Agreement are satisfied and the Closing occurs:
 - a. The 8 Space Covenant (which for all purposes shall include expansion thereof to twelve parking spaces, if required and if such option is exercised pursuant to the provisions of Paragraph 3-b above) shall remain in full force and effect, shall continue to run with the land with respect to the Oken Property for the benefit of the Yadegar Property, and shall not be terminable either by the Oken Parties or their successors or assignees of the Oken Property except with the written consent of Yadegar or his successors or assigns as the owner of the Yadegar Property, or otherwise pursuant to applicable operation of law. The Oken Parties, for themselves and their successors and assigns, shall not request the City to terminate the 8 Space Covenant, and any action by the City to terminate the 8 Space Covenant shall not affect the rights of the owner of the Yadegar Property to continued use of the parking spaces granted thereunder as a private covenant in accordance with the terms thereof. Use of the parking spaces covered by the 8 Space Covenant (including any expansion thereof pursuant to Paragraph 3-b above) (a) shall continue to be without charge; (b) shall be on a non-exclusive and unreserved basis; (c) may include a combination of full-size spaces, compact spaces and/or tandem spaces; and (d) shall be in such portion(s) or location(s) of the Oken Property as the Oken Parties or their successors as owners of the Oken Property may designate from time to time. The Oken Parties shall withdraw the Oken Petition with respect to the 8 Space Covenant, if it is deemed to remain currently pending, and no further petition or application to the City shall thereafter be filed by the Oken Parties or by the successors or assigns of the Oken Property to terminate the 8 Space Covenant based on any conditions or circumstances existing prior to or as of the date of this Agreement (unless this Agreement is terminated or unenforceable by reason of breach by Yadegar or his successors in interest to the Yadegar Property). Provided, however, either Party may bring an action or apply to the Court to enforce the rights, remedies and defenses of either or both of the Parties with respect to the 8 Space Covenant, including any future breach of the terms and conditions of this Agreement or the 8 Space Covenant by either Party. During any period of construction on the Oken Property if such construction would prevent the use of parking spaces on the Oken Property pursuant to the 8 Space Covenant, the Oken Parties or their successors as owners of the Oken Property shall provide an equivalent number of parking spaces on alternative nearby property located not more than 2000 feet from the Oken Property, and which provides parking rights reasonably equivalent to those provided on the Oken Property pursuant to the 8 Space Covenant.. Upon completion of any such construction on the Oken Property,

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such parking spaces shall again be made available on the Oken Property pursuant to the 8 Space Covenant.

- b. The 40 Space Covenant shall terminate and shall no longer bind the Oken Property. The Parties shall jointly request the City to execute in recordable form a termination of the 40 Space Covenant, which the Parties shall join in and execute.
- c. The Parking Attendant Covenant shall terminate. The Parties shall request the City to release the Parking Attendant Covenant and to execute in recordable form a termination of the Parking Attendant Covenant, which the Parties shall join in and execute.

6. The Neman Action. Neman Real Estate Investments LLC ("Neman") filed an action against the Oken Parties entitled *Neman Real Estate Investments LLC vs. Frederick Oken et al*, Los Angeles Superior Court Case Number BC488472 (the "Neman Action"), in which Neman seeks, among other things, specific performance of an alleged contract to sell the Oken Property to Neman. The Oken Parties prevailed on Summary Judgment, but Neman has appealed such judgment, which appeal is presently pending before the Court of Appeal. In the event that the judgment in favor of the Oken Parties is reversed and Neman then acquires the Oken Property, and in such event Neman then disclaims the validity of the 8 Space Covenant or the addition of the Additional Spaces thereto as provided in Paragraph 3-b above), then the Parties shall nevertheless be deemed to be in the same position as they were prior to this Agreement with respect to the 8 Space Covenant and the 40 Space Covenant, and the Parties and their successors and assigns shall continue to have all rights, remedies and defenses with respect to the validity of the 8 Space Covenant and the 40 Space Covenant.

7. Releases. Except as specifically excluded below, effective on the Closing, the Oken Parties, on the one hand, and Yadegar, on the other hand, each themselves, their respective successors, assigns, trustees, beneficiaries, representatives, attorneys, and any and all of their associated, affiliated or related persons or entities of any type or nature whatsoever, whether current or former (the "Releasors"), each irrevocably releases and forever discharges the other, their respective successors, assigns, affiliates, agents, servants, employees, officers, directors, partners, principals, owners, stockholders, representatives, insurers, members, attorneys, experts, parent and related companies, joint venturers, assigns and any and all of their associated, affiliated or related persons or entities of any type or nature whatsoever, whether current or former (the "Releasees"), of and from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, actions and causes of action of every kind and nature whatsoever whether now known or unknown, suspected or unsuspected which Releasors now have, own, or hold, or at any time heretofore ever had, owned or held, or could, shall or may hereafter have, own or hold, arising out of, based on, related to or by reason of any matter arising out of or related to Civil Action (the "Released Claims").

8. Scope. It is the intention of the Parties in giving and accepting the consideration in this Agreement and in executing this Agreement, that this Agreement shall be a full and final release of the Released Claims. The Parties each acknowledges familiarity with Section 1542 of the Civil Code of the State of California which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIM WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT

such parking spaces shall again be made available on the Oken Property pursuant to the 8 Space Covenant.

- b. The 40 Space Covenant shall terminate and shall no longer bind the Oken Property. The Parties shall jointly request the City to execute in recordable form a termination of the 40 Space Covenant, which the Parties shall join in and execute.
- c. The Parking Attendant Covenant shall terminate. The Parties shall request the City to release the Parking Attendant Covenant and to execute in recordable form a termination of the Parking Attendant Covenant, which the Parties shall join in and execute.

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6. The Neman Action. Neman Real Estate Investments LLC ("Neman") filed an action against the Oken Parties entitled *Neman Real Estate Investments LLC vs. Frederick Oken et al*, Los Angeles Superior Court Case Number BC488472 (the "Neman Action"); in which Neman seeks, among other things, specific performance of an alleged contract to sell the Oken Property to Neman. The Oken Parties prevailed on Summary Judgment, but Neman has appealed such judgment, which appeal is presently pending before the Court of Appeal. In the event that the judgment in favor of the Oken Parties is reversed and Neman then acquires the Oken Property, and in such event Neman then disclaims the validity of the 8 Space Covenant or the addition of the Additional Spaces thereto as provided in Paragraph 3-b above, then the Parties shall nevertheless be deemed to be in the same position as they were prior to this Agreement with respect to the 8 Space Covenant and the 40 Space Covenant, and the Parties and their successors and assigns shall continue to have all rights, remedies and defenses with respect to the validity of the 8 Space Covenant and the 40 Space Covenant.

7 Releases. Except as specifically excluded below, effective on the Closing, the Oken Parties, on the one hand, and Yadegar, on the other hand, each themselves, their respective successors, assigns, trustees, beneficiaries, representatives, attorneys, and any and all of their associated, affiliated or related persons or entities of any type or nature whatsoever, whether current or former (the "Releasors"), each irrevocably releases and forever discharges the other, their respective successors, assigns, affiliates, agents, servants, employees, officers, directors, partners, principals, owners, stockholders, representatives, insurers, members, attorneys, experts, parent and related companies, joint venturers, assigns and any and all of their associated, affiliated or related persons or entities of any type or nature whatsoever, whether current or former (the "Releasees"), of and from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, actions and causes of action of every kind and nature whatsoever whether now known or unknown, suspected or unsuspected which Releasors now have, own, or hold, or at any time heretofore ever had, owned or held, or could, shall or may hereafter have, own or hold, arising out of, based on, related to or by reason of any matter arising out of or related to Civil Action (the "Released Claims").

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A GENERAL RELEASE DOES NOT EXTEND TO CLAIM WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT

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such parking spaces shall again be made available on the Oken Property pursuant to the 8 Space Covenant.

- b. The 40 Space Covenant shall terminate and shall no longer bind the Oken Property. The Parties shall jointly request the City to execute in recordable form a termination of the 40 Space Covenant, which the Parties shall join in and execute.
- c. The Parking Attendant Covenant shall terminate. The Parties shall request the City to release the Parking Attendant Covenant and to execute in recordable form a termination of the Parking Attendant Covenant, which the Parties shall join in and execute.

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6. The Neman Action. Neman Real Estate Investments LLC ("Neman") filed an action against the Oken Parties entitled *Neman Real Estate Investments LLC vs. Frederick Oken et al*, Los Angeles Superior Court Case Number BC488472 (the "Neman Action"), in which Neman seeks, among other things, specific performance of an alleged contract to sell the Oken Property to Neman. The Oken Parties prevailed on Summary Judgment, but Neman has appealed such judgment, which appeal is presently pending before the Court of Appeal. In the event that the judgment in favor of the Oken Parties is reversed and Neman then acquires the Oken Property, and in such event Neman then disclaims the validity of the 8 Space Covenant or the addition of the Additional Spaces thereto as provided in Paragraph 3-b above, then the Parties shall nevertheless be deemed to be in the same position as they were prior to this Agreement with respect to the 8 Space Covenant and the 40 Space Covenant, and the Parties and their successors and assigns shall continue to have all rights, remedies and defenses with respect to the validity of the 8 Space Covenant and the 40 Space Covenant.

7 Releases. Except as specifically excluded below, effective on the Closing, the Oken Parties, on the one hand, and Yadegar, on the other hand, each themselves, their respective successors, assigns, trustees, beneficiaries, representatives, attorneys, and any and all of their associated, affiliated or related persons or entities of any type or nature whatsoever, whether current or former (the "Releasers"), each irrevocably releases and forever discharges the other, their respective successors, assigns, affiliates, agents, servants, employees, officers, directors, partners, principals, owners, stockholders, representatives, insurers, members, attorneys, experts, parent and related companies, joint venturers, assigns and any and all of their associated, affiliated or related persons or entities of any type or nature whatsoever, whether current or former (the "Releasees"), of and from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, actions and causes of action of every kind and nature whatsoever whether now known or unknown, suspected or unsuspected which Releasers now have, own, or hold, or at any time heretofore ever had, owned or held, or could, shall or may hereafter have, own or hold, arising out of, based on, related to or by reason of any matter arising out of or related to Civil Action (the "Released Claims").

8. Scope. It is the intention of the Parties in giving and accepting the consideration in this Agreement and in executing this Agreement, that this Agreement shall be a full and final release of the Released Claims. The Parties each acknowledges familiarity with Section 1542 of the Civil Code of the State of California which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIM WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT

DSF

THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM
MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE
DEBTOR.

The Parties each waives any right or benefit she or it has or may have under Section 1542 to the full extent she or it may lawfully waive all such rights and benefits pertaining to the subject matter of this Agreement. The Parties acknowledge that any of them may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of this Agreement, and that it is the intention of all of the Parties to fully and forever settle and release all claims, disputes and differences, known or unknown, suspected or unsuspected, which do now exist, may exist or heretofore have existed between Releasors and the Releasees, and that in furtherance of such intention the releases herein given shall be and remain in effect as full and complete general releases, notwithstanding the discovery or existence of any such additional or different facts.

9. Binding on Successors and Assigns. This Agreement shall inure to the benefit of and shall bind the Parties hereto and their respective Successors and Assigns, who shall include their representatives, trustees, beneficiaries, successors, assigns, agents, managers, associates, partners, employers, employees, parents, companies, subsidiaries, affiliates, officers, directors, shareholders, accountants, insurers and attorneys.

10. Representation by Counsel. Each of the Parties has been represented by counsel of his, her or its choosing and is not relying on counsel for any other Party. Each Party further represents that it has read this Agreement and understands the terms used herein and the consequences thereof. The terms used in this Agreement shall be construed in accordance with their commonly accepted commercial meaning and shall not be construed by or against any Party as the drafting or non-drafting Party.

11. Further Cooperation and Documentation. Each of the Parties shall fully cooperate with the other Parties in effecting the purposes of this Agreement, and to do all acts and execute all documents necessary to effect the terms and provisions of this Agreement.

12. No Admission of Liability. Each of the Parties acknowledges that this Agreement effects a settlement of claims which are denied and contested by the other Parties, and that nothing contained herein shall be construed as an admission of liability. The payment provided for in this Agreement shall be deemed satisfaction of an accord between the Parties of a disputed claim.

13. Assignments; Transfer. Each of the Parties represents and warrants that, aside from the facts set forth in this Agreement, it has not heretofore assigned or transferred, or purported to assign or transfer, to any person, firm, corporation or entity whosoever, including by way of subrogation, any claim, debt, liability, demand, obligation, cost, expense, action or cause of action herein released.

14. Notices. Any notice required or permitted to be given pursuant to the terms of this Agreement shall be delivered personally or by messenger, or by nationally recognized overnight courier (Federal Express or UPS) effective upon delivery or attempted delivery, addressed to counsel for the Parties as follows:

If to the Oken Parties:

Frederick Oken, Stanford Oken
and Ruth Dawson, Trustees
c/o David Fisher, Esq. and
Rene Faucher, Esq.
Gray-Duffy, LLP
15760 Ventura Blvd.
16th Floor
Encino, CA 9146

If to Yadegar:

Faramarz Yadegar
c/o John B. Marshall, Esq. and
Paul C. Bauducco, Esq.
Lewitt, Hackman, Shapiro, Marshall & Harlan
16633 Ventura Blvd.
Suite 1100
Encino, CA 91436-1865

15. Governing Law; Court to Reserve Jurisdiction. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that they shall request the Court in the Civil Action to retain jurisdiction to enforce this Agreement pursuant to Section 664.6 of the California Code of Civil Procedure.

16. Future Attorneys' Fees. In the event of any controversy, claim or dispute in connection with the terms or conditions of this Agreement or the subject matter hereof, and any of the Parties requests that the Court interpret or enforce this Agreement, the prevailing Party shall be entitled to recover all costs incurred (including, but not limited to, reasonable attorneys' fees) by the prevailing Party in connection therewith.

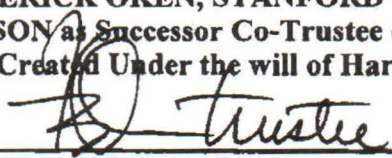
17. Modification. This Agreement may be modified only by a subsequent document in writing, signed by the Party to be charged thereunder.

18. Counterparts; Facsimiles; Electronic Versions. This Agreement may be executed in separate counterparts and shall become effective only after all such separate counterparts have been executed and exchanged between the Parties hereto. A facsimile signature or electronic version shall be regarded as an original signature for purposes of this Agreement and shall have the same force and effect as an original signature upon receipt by the other Party. Notwithstanding, the Parties shall endeavor to exchange original signature pages promptly thereafter.

19. Construction. The language of each and all paragraphs, terms and/or provisions of this Agreement shall for all purposes be construed according to its fair meaning and not strictly for or against any Party hereto and without regard to which Party drafted or made changes to all or any portion of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

FREDERICK OKEN, STANFORD OKEN and RUTH DAWSON as Successor Co-Trustee of the Survivor's Trust Created Under the will of Harry Oken

By:  trustee
FREDERICK OKEN, Trustee

By: _____
STANFORD OKEN, Trustee

By: _____
RUTH DAWSON, Trustee

FREDERICK OKEN, STANFORD OKEN and RUTH DAWSON as Successor Co-Trustees of Marital Deduction Trust Created Under the Will of Harry Oken

By:  trustee
FREDERICK OKEN, Trustee

By: _____
STANFORD OKEN, Trustee

By: _____
RUTH DAWSON, Trustee



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

FREDERICK OKEN, STANFORD OKEN and RUTH DAWSON as Successor Co-Trustee of the Survivor's Trust Created Under the will of Harry Oken

By: _____
FREDERICK OKEN, Trustee

By: *Stanford Oken*
STANFORD OKEN, Trustee

By: _____
RUTH DAWSON, Trustee

FREDERICK OKEN, STANFORD OKEN and RUTH DAWSON as Successor Co-Trustees of Marital Deduction Trust Created Under the Will of Harry Oken

By: _____
FREDERICK OKEN, Trustee

By: *Stanford Oken*
STANFORD OKEN, Trustee

By: _____
RUTH DAWSON, Trustee

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

FREDERICK OKEN, STANFORD OKEN and RUTH DAWSON as Successor Co-Trustee of the Survivor's Trust Created Under the will of Harry Oken

By: _____
FREDERICK OKEN, Trustee

By: _____
STANFORD OKEN, Trustee

By: Ruth Dawson, Trustee
RUTH DAWSON, Trustee

FREDERICK OKEN, STANFORD OKEN and RUTH DAWSON as Successor Co-Trustees of Marital Deduction Trust Created Under the Will of Harry Oken

By: _____
FREDERICK OKEN, Trustee

By: _____
STANFORD OKEN, Trustee

By: Ruth Dawson, Trustee
RUTH DAWSON, Trustee

**FREDERICK OKEN, STANFORD OKEN, and RUTH
DAWSON as Successor Co-Trustees of the Residuary
Trust Created Under the Will of Harry Oken**

By: 

FREDERICK OKEN, Trustee

By: _____

STANFORD OKEN, Trustee

By: _____

RUTH DAWSON, Trustee

**FARAMARZ "FRED" YADEGAR, Trustee of the T. O.
Y. Family Trust**

By: 

FARAMARZ YADEGAR, Trustee

**FREDERICK OKEN, STANFORD OKEN, and RUTH
DAWSON as Successor Co-Trustees of the Residuary
Trust Created Under the Will of Harry Oken**

By: _____
FREDERICK OKEN, Trustee

By: *Stanford Oken*
STANFORD OKEN, Trustee

By: _____
RUTH DAWSON, Trustee

**FARAMARZ "FRED" YADEGAR, Trustee of the T. O.
Y. Family Trust**

By: *F. YadeGAR*
FARAMARZ YADEGAR, Trustee

**FREDERICK OKEN, STANFORD OKEN, and RUTH
DAWSON as Successor Co-Trustees of the Residuary
Trust Created Under the Will of Harry Oken**

By: _____
FREDERICK OKEN, Trustee

By: _____
STANFORD OKEN, Trustee

By: *Ruth Dawson, Trustee*
RUTH DAWSON, Trustee

**FARAMARZ "FRED" YADEGAR, Trustee of the T. O.
Y. Family Trust**

By: *F. YadeGAR*
FARAMARZ YADEGAR, Trustee

DSF

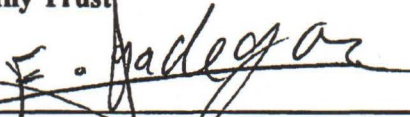
**FREDERICK OKEN, STANFORD OKEN, and RUTH
DAWSON as Successor Co-Trustees of the Residuary
Trust Created Under the Will of Harry Oken**

By: _____
FREDERICK OKEN, Trustee

By: _____
STANFORD OKEN, Trustee

By: _____
RUTH DAWSON, Trustee

**FARAMARZ "FRED" YADEGAR, Trustee of the T. O.
Y. Family Trust**

By:  _____
FARAMARZ YADEGAR, Trustee

APPROVED AS TO FORM:

**LEWITT, HACKMAN, SHAPIRO,
MARSHALL & HARLAN**

By: 

**JOHN B. MARSHALL,
Attorneys for Defendant
and Cross-Complainant**

LAW OFFICES OF FARAH NOURMAND

By: 

**FARAH NOURMAND,
Attorneys for Defendant
and Cross-Complainant**

GRAY DUFFY, LLP

By: 

**DAVID S. FISHER,
Attorneys for Plaintiff
and Cross-Defendant**

EXHIBIT A

LEGAL DESCRIPTION

THE YADEGAR PROPERTY

Lot 15 of the Wright Tract and a strip of land 10 feet in width in the rear of said Lot, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 10, Page 32 of Miscellaneous Records, in the office of the County recorder of said County, described as follows:

Commencing at the intersection of the North Line of Pacheco Street, now 18th Street, with the West line of Flower Street, being the Southeast corner of said Lot 15; thence Westerly along the South line of said Lot 15 and its prolongation Westerly 165 feet to the center of alley between said Lot 15 and Lot 12 of said Tract; thence Northerly along the center line of said alley and parallel with the Westerly line of Flower Street, 51.83 feet; thence Easterly along the Northerly line of said Lot 15 and its prolongation Westerly 165 feet to the Northeast corner of said Lot 15 and thence Southerly along the East line of said Lot 16, 51.83 feet to the point of beginning.

And commonly known as at 1721 South Flower Street, Los Angeles, California,
Assessor's Parcel Number 5126-010-008

Dof

EXHIBIT B

LEGAL DESCRIPTION

THE OKEN PROPERTY

The real property located in the City of Los Angeles, County of Los Angeles, State of California, and described as:

Lot 1 of Tract No. 22198 as per map recorded in book 791, pages 19 and 20 of Maps, in the office of the County Recorder of Los Angeles County.

And commonly known as 1601-1625 South Hope Street and 1600-1616 Flower Street, Los Angeles, California, Assessor's Parcel Number 5134-008-006.

EXHIBIT C
THE 40 SPACE COVENANT

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(DSF)

EXHIBIT D
THE 8 SPACE COVENANT

BLANK
DSF

EXHIBIT E

PARKING ATTENDANT COVENANT

BLANK
DSF

EXHIBIT F
FORM OF JUDGMENT
(ALTERNATIVE 1)

BLANK
(DSF)

EXHIBIT G

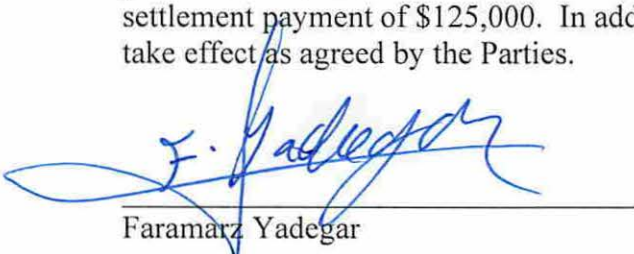
FORM OF JUDGMENT

(ALTERNATIVE 2)

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(DSF)

WAIVER OF CONDITIONS

Pursuant to Paragraph 2(a) of the Settlement Agreement between the Parties to Oken v. Yadegar, LASC Case No. BC492202 (the "Action"), Faramarz Yadegar hereby waives City of Los Angeles approval as a condition to "Closing" the settlement of this matter and will proceed with the settlement, pursuant to which the 1984 Parking Covenant for 8 parking spaces benefitting 1721 S. Flower Street, Los Angeles (the "8 Space Covenant") will remain in force pursuant to the terms set forth in the Settlement Agreement, and Mr. Yadegar will receive a settlement payment of \$125,000. In addition, all other terms of the settlement agreement will take effect as agreed by the Parties.



Faramarz Yadegar

11.5.2015

RECEIVED
City of Los Angeles
Land Use Department
MAY 05 2015

David S. Fisher, Partner, State Bar No. 125416
Rene M. Faucher, State Bar No. 110564
GRAY • DUFFY, LLP
15760 Ventura Boulevard, 16th Floor
Encino, California 91436
Phone: (818) 907-4000 Fax: (818) 783-4551
Email: dfisher@grayduffylaw.com
rfaucher@grayduffylaw.com

Attorneys for Plaintiffs FREDERICK OKEN,
STANFORD OKEN, AND RUTH DAWSON, as
Successor Co-Trustees of the Survivor's Trust
Created Under the Will of Harry Oken; etc., et al

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

FREDERICK OKEN, STANFORD OKEN,
and RUTH DAWSON as Successor Co-
Trustees of the Survivor's Trust Created Under
the Will of Harry Oken; FREDERICK OKEN,
STANFORD OKEN, and RUTH DAWSON as
Successor Co-Trustees of Marital Deduction
Trust Created Under the Will of Harry Oken;
and FREDERICK OKEN, STANFORD
OKEN, and RUTH DAWSON as Successor
Co-Trustees of the Residuary Trust Created
Under the Will of Harry Oken,,

Plaintiff(s),

vs.

CITY OF LOS ANGELES; DEPARTMENT
OF BUILDING AND SAFETY OF THE CITY
OF LOS ANGELES; DEPARTMENT OF
CITY PLANNING OF THE CITY OF LOS
ANGELES; FARAMARZ "FRED"
YADEGAR, Trustee of the T O Y Family
Trust; ANDERSON & SWANSON CO., an
unknown entity; ALL PERSONS UNKNOWN,
CLAIMING ANY LEGAL OR EQUITABLE
RIGHT, TITLE, ESTATE, LIEN, OR
INTEREST IN THE PROPERTY
DESCRIBED IN THE COMPLAINT
ADVERSE TO PLAINTIFFS' TITLE, OR
ANY CLOUD ON PLAINTIFFS' TITLE
THERE TO; and DOE 1 through Doe 100,
inclusive,,

Defendant(s).

Case No. BC492202

ASSIGNED FOR ALL PURPOSES TO:
The Hon. Susan Bryant-Deason
Dept. 52

NOTICE OF RULING

DISCOVERY CUT-OFF: 08/25/15
MOTION CUT-OFF: 09/09/15
TRIAL DATE: 09/24/15
ACTION FILED: 09/18/12

GRAY • DUFFY, LLP

1
2 AND ALL RELATED ACTIONS.
3

4
5 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

6 PLEASE TAKE NOTICE that on April 30, 2015, the Court signed the Stipulation and
7 Proposed Order Dismissing Complaint Without Prejudice Against the City of Los Angeles. A
8 true and correct copy of the Court's Order is attached hereto as Exhibit "A" and incorporated
9 herein by this reference. Plaintiff was ordered to give notice.

10 DATED: May 6, 2015

GRAY • DUFFY, LLP

11 By:



12 DAVID S. FISHER, PARTNER
13 Attorneys for Plaintiffs and Cross-Defendants
14 Plaintiffs FREDERICK OKEN, STANFORD
15 OKEN, AND RUTH DAWSON, as Successor
16 Co-Trustees of the Survivor's Trust Created
17 Under the Will of Harry Oken; etc., et al
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GRAY • DUFFY, LLP

Exhibit A

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 05/04/15

DEPT. 52

HONORABLE Susan Bryant-Deason

JUDGE

M.F. LOPEZ

DEPUTY CLERK

HONORABLE
#9

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

T. ISUNZA, C.A.

Deputy Sheriff

NONE

Reporter ..

8:30 am

BC492202

Plaintiff
Counsel

NO APPEARANCES

FREDERICK OKEN ET AL

VS

Defendant

CITY OF LOS ANGELES ET AL

Counsel

170.6-Elizabeth Allen White (x-
X-D 170.6 JUDGE STERN

NATURE OF PROCEEDINGS:

COURT ORDER;

The court reviewed the following documents:

- 1) Stipulation and proposed order dismissing complaint without prejudice against the City of Los Angeles, filed on 04/30/2015 by plaintiff's counsel.
- 2) Objection to order dismissing complaint without prejudice against the City of Los Angeles, filed on 03/25/2015 by defendant and cross-complainant Faramarz "Fred" Yadegar, Trustee of the T.O.Y. Family Trust.
- 3) Response to objection to order dismissing complaint against the City of Los Angeles, filed on 03/30/2015 by plaintiffs.

The court having read and considered said documents listed above, grants the order dismissing complaint without prejudice against the City of Los Angeles.

Stipulation and order has been signed on 04/30/2015.

Plaintiff is to give notice.

CLERK'S CERTIFICATE OF MAILING

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the

MINUTE ORDER

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 05/04/15

DEPT. 52

HONORABLE Susan Bryant-Deason

JUDGE

M.F. LOPEZ

DEPUTY CLERK

HONORABLE
#9

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

T. ISUNZA, C.A.

Deputy Sheriff

NONE

Reporter

8:30 am

BC492202

Plaintiff
Counsel

NO APPEARANCES

FREDERICK OKEN ET AL

VS

Defendant
Counsel

CITY OF LOS ANGELES ET AL

170.6-Elizabeth Allen White (x-
X-D 170.6 JUDGE STERN

NATURE OF PROCEEDINGS:

upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in LOS ANGELES, California; one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Dated: 04/30/2015

Sherri R. Carter, Executive Officer/Clerk

By:

M.F. LOPEZ

David S. Fisher, Esq.
Rene M. Faucher, Esq.
GRAY DUFFY, LLP
15760 Ventura Boulevard, 16th Floor
Encino, CA 91436

Mark Eggerman, Esq.
Lee A. Eggerman, Esq.
EGGERMAN LAW GROUP, LLP
280 South Beverly Drive, Suite 304
Beverly Hills, CA 90212-2918

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SS.

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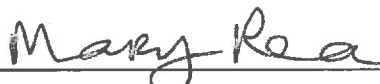
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1 I caused such envelope with postage thereon fully prepaid to be placed in the United
2 States mail at Encino, California. I am "readily familiar" with the firm's practice of collection
3 and processing correspondence for mailing. Under that practice it would be deposited with
4 U.S. postal service on that same day with postage thereon fully prepaid at Encino, California, in
5 the ordinary course of business. I am aware that on motion of the party served, service is
6 presumed invalid if postal cancellation date or postage meter date is more than one day after
7 date of deposit for mailing in affidavit.

8 I declare under penalty of perjury under the laws of the State of California that the above
9 is true and correct.

10 Executed on May 6, 2015, at Encino, California.

11 

12 MARY REA

American Legal Support Services, Inc.

Make Changes Please print 3 copies and click Here <---<---<---**ALSSI - Court Filing Instructions**

Order #: 20150309250 Acct: 56510 11 Route: G3 Friday March 20th 2015 01:22:29 PM

Client Name: 56510 GRAY DUFFY, LLP !

Your Name: MARY REA/ DAVID S. FISHER

Your Email: dfisher@grayduffy.com

Your Phone: (818) 907-4000 Ext: 4138

Case #: BC492202

Plaintiff: FREDERICK OKEN

Defendant: THE CITY OF LOS ANGELES

Your File/Ref #: D4093-002 P46 (if None enter N/A)

Court: L. A. SUPERIOR CRT/CENTRAL

or Destination:

Hearing Date: (mm/dd/yyyy)

Time:

Dept/Div/Room: DEPT. 52

Do Today: ☒ No ☐ Yes (Extra charges may apply) Complete By: (mm/dd/yyyy)

Pick-Up Date: 03/23/2015 (mm/dd/yyyy)

Statute Date: (mm/dd/yyyy)

Fees Attached: ☒ No

Chk#

☐ Yes 1. Amount Attached ☐ not to exceed \$:2. Amount Attached ☐ not to exceed \$:

Chk#

3. Amount Attached ☐ not to exceed \$:

Chk#

First Appearance Fees Paid: ☐ No ☒ Yes If Yes please enter Date Paid: 09/18/2012 (mm/dd/yyyy)

Type: STIP_ORDER

Documents: ☐ S & C ☐ PET ☐ OEX ☐ Answer ☐ Cross Complaint ☐ Abstract ☐ Writ

Other: 1. Stipulation and [Proposed] Order Dismissing Complaint Without Prejudice

max length is 300 characters Against the City of Los Angeles

☒ File ☒ Conform ☐ Issue ☐ Certify ☐ Record

Filing/Special Instructions: 1. Drop off in Department 52 for signatur of the Court on the Order 2. Please give rejected alssi form to clerk Frances in Dept. 52 which shows fees paid

Los Angeles

San Diego

Ventura

Inland Empire

Orange County

(818) 763-4900

(858) 571-2077

(805) 658-2838

(909) 422-1199

(714) 532-2111

Fax# Call for Appropriate Dpt. Fax# (858) 571-2844 Fax# (805) 658-6166 Fax# (909) 422-1196 Fax# (714) 532-2101

RECEIVED

MAR 23 2015

SUPERIOR COURT
DEPT. 52**RECEIVED**

MAR 23 2015

SUPERIOR COURT

RECEIVEDMAR 23 2015
SUPERIOR COURT
DEPT. 52

David S. Fisher, Partner, State Bar No. 125416
Rene M. Faucher, State Bar No. 110564
GRAY • DUFFY, LLP
15760 Ventura Boulevard, 16th Floor
Encino, California 91436
Phone (818) 907-4000

Attorneys for Plaintiffs FREDERICK OKEN,
STANFORD OKEN, AND RUTH DAWSON, as
Successor Co-Trustees of the Survivor's Trust Created
Under the Will of Harry Oken; etc., et al

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

FREDERICK OKEN, STANFORD OKEN,
and RUTH DAWSON as Successor Co-
Trustees of the Survivor's Trust Created Under
the Will of Harry Oken; FREDERICK OKEN,
STANFORD OKEN, and RUTH DAWSON as
Successor Co-Trustees of Marital Deduction
Trust Created Under the Will of Harry Oken;
and FREDERICK OKEN, STANFORD
OKEN, and RUTH DAWSON as Successor
Co-Trustees of the Residuary Trust Created
Under the Will of Harry Oken,

Plaintiff(s),

vs.

CITY OF LOS ANGELES; DEPARTMENT
OF BUILDING AND SAFETY OF THE CITY
OF LOS ANGELES; DEPARTMENT OF
CITY PLANNING OF THE CITY OF LOS
ANGELES; FARAMARZ "FRED"
YADEGAR, Trustee of the T O Y Family
Trust; ANDERSON & SWANSON CO., an
unknown entity; ALL PERSONS UNKNOWN,
CLAIMING ANY LEGAL OR EQUITABLE
RIGHT, TITLE, ESTATE, LIEN, OR
INTEREST IN THE PROPERTY
DESCRIBED IN THE COMPLAINT
ADVERSE TO PLAINTIFFS' TITLE, OR
ANY CLOUD ON PLAINTIFFS' TITLE
THERE TO; and DOE 1 through Doe 100,
inclusive,,

Defendant(s).

Case No. BC492202

ASSIGNED FOR ALL PURPOSES TO:
The Hon. Susan Bryant-Deason
Dept. 52

**STIPULATION AND [PROPOSED]
ORDER DISMISSING COMPLAINT
WITHOUT PREJUDICE AGAINST
THE CITY OF LOS ANGELES**

DISCOVERY CUT-OFF: 08/25/15
MOTION CUT-OFF: 09/09/15
TRIAL DATE: 09/24/15
ACTION FILED: 09/18/12

GRAY • DUFFY, LLP

1
2 AND ALL RELATED ACTIONS.
3

4 WHEREAS, FREDERICK OKEN, STANFORD OKEN, and RUTH DAWSON as
5 Successor Co-Trustees of the Survivor's Trust Created Under the Will of Harry Oken;
6 FREDERICK OKEN, STANFORD OKEN, and RUTH DAWSON as Successor Co-Trustees
7 of Marital Deduction Trust Created Under the Will of Harry Oken; and FREDERICK OKEN,
8 STANFORD OKEN, and RUTH DAWSON as Successor Co-Trustees of the Residuary Trust
9 Created Under the Will of Harry Oken (collectively "Plaintiffs") commenced the above-
10 captioned action (the "Litigation") against, inter alia, THE CITY OF LOS ANGELES;
11 DEPARTMENT OF BUILDING AND SAFETY OF THE CITY OF LOS ANGELES; and
12 DEPARTMENT OF CITY PLANNING OF THE CITY OF LOS ANGELES (collectively the
13 "City" and together with Plaintiffs, "the parties" and individually each a "Party") on September
14 18, 2012;

15 WHEREAS, the City filed an answer to the complaint denying generally and
16 specifically the allegations of Plaintiff's complaint;

17 WHEREAS, the parties wish to narrow and streamline the trial in this matter to avoid
18 overburdening a jury and the Court;

19 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by the parties
20 that:

- 21 1. Plaintiffs agree to dismiss without prejudice their complaint against the City.
- 22 2. City agrees to be bound by any final decision made by the Court or a jury as to
23 the validity of the following documents:
 - 24 a) Covenant and Agreement to Provide Parking Attendant, Doc. No.
25 84-1182552, alleged to have been signed by Jerry Greenfield and Donald
26 Oken of California Sample Service Inc. (to provide a parking attendant to
27 supervise tandem parking at 1611 S. Hope Street);
28

b) Covenant and Agreement Regarding Maintenance of Off-Street Parking Space, Doc. No. 84-1182551, alleged to have been signed by Jerry Greenfield and Donald Oken of California Sample Service Inc. (to provide 8 parking spaces for the benefit of 1721 S. Flower Street); and c) Covenant and Agreement Regarding Maintenance of Off-Street Parking Space, Doc. No. 84-1061929, alleged to have been signed by Jerry Greenfield (to provide 40 parking spaces for the benefit of 1721 S. Flower Street).

City further agrees to waive any claims or defenses as to the validity of these documents alleged in its answer to the Complaint.

3. City agrees to be bound by any final decision or judgment as described in Paragraph 2, above, and waives any rights it may have to contest or delay entry of judgment, including but not limited to any of the following:

- a) trial and/or appeal;
- b) motion of reconsideration and/or stay of judgment and/or stay of execution
- c) dismissal for delay in prosecution pursuant to California Code of Civil Procedure Section 583 et seq; and
- d) the time for any trial or pretrial proceedings to be had as extended to the full extent permitted by law.

4. This stipulation is made subject to the parties' reservation of rights to reassert its claims or defenses should any such claims or defenses be revived or reasserted by either party for any reason.

5. This Stipulation and Order is not an adjudication on the merits of nor admission regarding any of the claims or defenses that are hereby dismissed without prejudice.

6. The parties will bear their own attorneys' fees and costs.

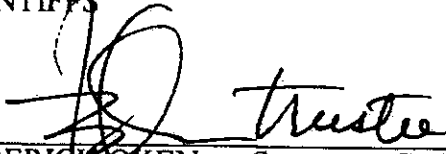
7. City will accept trial subpoenas for its employees, agents and representative.

- 1 8. The Court shall retain jurisdiction pursuant to Civ. Proc., §664.6 to enforce the
2 terms of this Stipulation and Order.
- 3 9. This Stipulation may be executed in counterpart.
- 4 10. This Stipulation shall be binding upon and inure to the benefit of the parties
5 hereto and their respective successors, assigns, heirs, and personal
6 representatives.
- 7 11. In the event that any of the provisions of this Stipulation (or portions thereof) is
8 held by a Court of competent jurisdiction to be invalid for any reason, the
9 validity and enforceability of the remaining of any such provisions or portions
10 thereof and the remaining provisions of this Stipulation shall not be effected.
- 11 12. Each Party signing this Stipulation and any other documents executed in
12 connection with this Stipulation, whether signed individually or on behalf of a
13 person or entity, warrants and represents that he or she has full authority to so
14 execute the Stipulation on behalf of the parties on whose behalf he or she so
15 signs. Each separately acknowledges and represents that this representation and
16 warranty is an essential and material provision of this Stipulation and shall
17 survive execution hereof. The parties hereto each respectively represent that any
18 attorney signing this stipulation and that documents executed with this
19 stipulation on their behalf respectively, have been duly authorized and
20 empowered to do so.
- 21 13. The Covenant and Agreement Regarding Maintenance of Off-Street Parking
22 Space, dated September 4, 1984, Document No. 84-1061929, purportedly
23 obligating 1611 South Hope Street to provide 40 parking spaces for 1721 S.
24 Flower Street, is not signed by a representative of the Department of Building
25 and Safety ("Department") and is therefore not used by the Department, nor will
26 it be used by the Department absent any final decision or judgment to the
27 contrary as described in Paragraph 2, above, to calculate the available off-site
28 parking spaces for 1721 S. Flower Street.

1 IT IS SO STIPULATED:

2 PLAINTIFFS

3
4 Dated: 3/20/15


FREDERICK OKEN, as Successor Co-Trustee of the Survivor's
Trust Created Under the Will of Harry Oken; FREDERICK
OKEN, as Successor Co-Trustee of Marital Deduction Trust
Created Under the Will of Harry Oken; and FREDERICK OKEN,
as Successor Co-Trustee of the Residuary Trust Created Under
the Will of Harry Oken

8
9 Dated: _____

10 STANFORD OKEN, as Successor Co-Trustee of the Survivor's
Trust Created Under the Will of Harry Oken; STANFORD
OKEN, as Successor Co-Trustee of Marital Deduction Trust
Created Under the Will of Harry Oken; and STANFORD OKEN,
as Successor Co-Trustee of the Residuary Trust Created Under
the Will of Harry Oken

13
14 Dated: _____

15 RUTH DAWSON, as Successor Co-Trustee of the Survivor's
Trust Created Under the Will of Harry Oken; RUTH DAWSON,
as Successor Co-Trustee of Marital Deduction Trust Created
Under the Will of Harry Oken; and RUTH DAWSON, as
Successor Co-Trustee of the Residuary Trust Created Under the
Will of Harry Oken

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19
20 CITY

21 Dated: _____

Signature

Print Name and Title


1 IT IS SO STIPULATED:

2 PLAINTIFFS

3
4 Dated: _____

FREDERICK OKEN, as Successor Co-Trustee of the Survivor's
Trust Created Under the Will of Harry Oken; FREDERICK
OKEN, as Successor Co-Trustee of Marital Deduction Trust
Created Under the Will of Harry Oken; and FREDERICK OKEN,
as Successor Co-Trustee of the Residuary Trust Created Under
the Will of Harry Oken

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9 Dated: 3.14.2015


STANFORD OKEN, as Successor Co-Trustee of the Survivor's
Trust Created Under the Will of Harry Oken; STANFORD
OKEN, as Successor Co-Trustee of Marital Deduction Trust
Created Under the Will of Harry Oken; and STANFORD OKEN,
as Successor Co-Trustee of the Residuary Trust Created Under
the Will of Harry Oken

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14 Dated: _____

RUTH DAWSON, as Successor Co-Trustee of the Survivor's
Trust Created Under the Will of Harry Oken; RUTH DAWSON,
as Successor Co-Trustee of Marital Deduction Trust Created
Under the Will of Harry Oken; and RUTH DAWSON, as
Successor Co-Trustee of the Residuary Trust Created Under the
Will of Harry Oken

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19 CITY

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21 Dated: _____

Signature

22
23 Print Name and Title

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STIPULATION AND [PROPOSED] ORDER DISMISSING COMPLAINT WITHOUT PREJUDICE AGAINST
THE CITY OF LOS ANGELES

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IT IS SO STIPULATED:

PLAINTIFFS

Dated: _____

FREDERICK OKEN, as Successor Co-Trustee of the Survivor's Trust Created Under the Will of Harry Oken; FREDERICK OKEN, as Successor Co-Trustee of Marital Deduction Trust Created Under the Will of Harry Oken; and FREDERICK OKEN, as Successor Co-Trustee of the Residuary Trust Created Under the Will of Harry Oken

Dated: _____

STANFORD OKEN, as Successor Co-Trustee of the Survivor's Trust Created Under the Will of Harry Oken; STANFORD OKEN, as Successor Co-Trustee of Marital Deduction Trust Created Under the Will of Harry Oken; and STANFORD OKEN, as Successor Co-Trustee of the Residuary Trust Created Under the Will of Harry Oken

Dated: 3/20/15



RUTH DAWSON, as Successor Co-Trustee of the Survivor's Trust Created Under the Will of Harry Oken; RUTH DAWSON, as Successor Co-Trustee of Marital Deduction Trust Created Under the Will of Harry Oken; and RUTH DAWSON, as Successor Co-Trustee of the Residuary Trust Created Under the Will of Harry Oken

CITY

Dated: _____

Signature

Print Name and Title

IT IS SO STIPULATED:

PLAINTIFFS

Dated: _____

FREDERICK OKEN, as Successor Co-Trustee of the Survivor's Trust Created Under the Will of Harry Oken; FREDERICK OKEN, as Successor Co-Trustee of Marital Deduction Trust Created Under the Will of Harry Oken; and FREDERICK OKEN, as Successor Co-Trustee of the Residuary Trust Created Under the Will of Harry Oken

Dated: _____

STANFORD OKEN, as Successor Co-Trustee of the Survivor's Trust Created Under the Will of Harry Oken; STANFORD OKEN, as Successor Co-Trustee of Marital Deduction Trust Created Under the Will of Harry Oken; and STANFORD OKEN, as Successor Co-Trustee of the Residuary Trust Created Under the Will of Harry Oken

Dated: _____

RUTH DAWSON, as Successor Co-Trustee of the Survivor's Trust Created Under the Will of Harry Oken; RUTH DAWSON, as Successor Co-Trustee of Marital Deduction Trust Created Under the Will of Harry Oken; and RUTH DAWSON, as Successor Co-Trustee of the Residuary Trust Created Under the Will of Harry Oken

CITY

Dated: 3-19-15

Signature

Charles D. Sewell, Deputy City Attorney

Print Name and Title

Attorneys for City of Los Angeles

1 APPROVED AS TO FORM AND CONTENT:

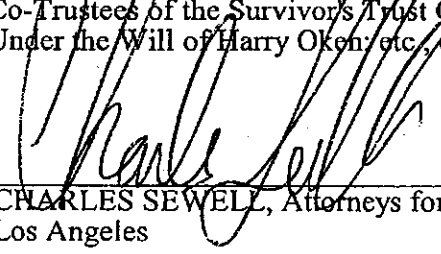
2 Dated: 3-20-15

GRAY • DUFFY, LLP

4 By: 

5 DAVID S. FISHER, PARTNER
6 Attorneys for Plaintiffs and Cross-Defendants
7 Plaintiffs FREDERICK OKEN, STANFORD
8 OKEN, AND RUTH DAWSON, as Successor
9 Co-Trustees of the Survivor's Trust Created
10 Under the Will of Harry Oken, etc., et al

9 Dated: 3-19-15


11 CHARLES SEWELL, Attorneys for the City of
12 Los Angeles

12 ///

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GRAY • DUFFY, LLP

ORDER

GOOD CAUSE APPEARING, IT IS ORDERED:

1. Plaintiffs' complaint against Defendant City is dismissed without prejudice.
2. City shall be bound by any final decision made by the Court or a jury as to the validity of the following documents:
 - a) Covenant and Agreement to Provide Parking Attendant, Doc. No. 84-1182552, alleged to have been signed by Jerry Greenfield and Donald Oken of California Sample Service Inc. (to provide a parking attendant to supervise tandem parking at 1611 S. Hope Street);
 - b) Covenant and Agreement Regarding Maintenance of Off-Street Parking Space, Doc. No. 84-1182551, alleged to have been signed by Jerry Greenfield and Donald Oken of California Sample Service Inc. (to provide 8 parking spaces for the benefit of 1721 S. Flower Street); and
 - c) Covenant and Agreement Regarding Maintenance of Off-Street Parking Space, Doc. No. 84-1061929, alleged to have been signed by Jerry Greenfield (to provide 40 parking spaces for the benefit of 1721 S. Flower Street).
3. City waives any claims or defenses as to the validity of these documents alleged in its answer to the Complaint.
4. City is bound by any final decision or judgment as described in Paragraph 2, above, and waives any rights it may have to contest or delay entry of judgment, including but not limited to any of the following:
 - a) trial and/or appeal;
 - b) motion of reconsideration and/or stay of judgment and/or stay of execution
 - c) dismissal for delay in prosecution pursuant to California Code of Civil Procedure Section 583 et seq; and

d) the time for any trial or pretrial proceedings to be had as extended to the full extent permitted by law.

5. This Order is made subject to City's and Plaintiffs' reservation of rights to reassert their claims or defenses should any such claims or defenses be revived or reasserted by City or Plaintiffs for any reason.
6. This Order is not an adjudication on the merits of nor admission regarding any of the claims or defenses that are hereby dismissed without prejudice.
7. City and Plaintiffs shall bear their own attorneys' fees and costs.
8. City shall accept trial subpoenas for its employees, agents and representative.
9. The Court shall retain jurisdiction pursuant to Civ. Proc., §664.6 to enforce the terms of this Order.
10. This Order shall be binding upon and inure to the benefit of City and Plaintiffs and their respective successors, assigns, heirs, and personal representatives.
11. In the event that any of the provisions of this Order (or portions thereof) is held by a Court of competent jurisdiction to be invalid for any reason, the validity and enforceability of the remaining of any such provisions or portions thereof and the remaining provisions of this Order shall not be effected.
12. The Covenant and Agreement Regarding Maintenance of Off-Street Parking Space, dated September 4, 1984, Document No. 84-1061929, purportedly obligating 1611 South Hope Street to provide 40 parking spaces for 1721 S. Flower Street, is not signed by a representative of the Department of Building and Safety ("Department") and is therefore shall not used by the Department, nor will it be used by the Department absent any final decision or judgment to the contrary as described in Paragraph 2, above, to calculate the available off-site parking spaces for 1721 S. Flower Street.

Dated: _____

The Hon. Susan Bryant-Deason, Judge of the Superior Court

PROOF OF SERVICE - CCP §§ 1013a, 2015.5

STATE OF CALIFORNIA

]

] ss.

COUNTY OF LOS ANGELES

]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 15760 Ventura Boulevard, 16th Floor, Encino, California 91436.

On March 20, 2015, I served the foregoing document described as **STIPULATION AND PROPOSED ORDER** on the interested parties in Re Frederick Oken, Trustee, etc. et al. v. City of Los Angeles; Faramarz Yadegar, Court Case No. BC492202, Our Matter No. D4093-002, by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Mark Egerman
EGERMAN LAW GROUP
280 South Beverly Drive, Suite 304
Beverly Hills, CA 90212
Phone: 310-248-6299
Fax: 310-248-6288
Email: mark@egermanlaw.com

Jesse S. Hernandez, Esq.
ANDERSON, McPHARLIN & CONNERS, LLP
707 Wilshire Boulevard, Suite 4000
Los Angeles, CA 90017-3623
Phone: (213) 688-0080
Fax: (213) 622-7594
Email: jsh@amclaw.com

George T. McDonnell, Esq.
ALLEN MATKINS
515 South Figueroa Street, 9th Floor
Los Angeles, CA 90071-3398
Phone: (213) 622-5555
Fax: (213) 620-8816
Email: tmcdonnell@allenmatkins.com

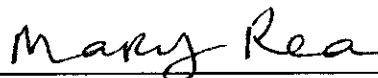
Ms. Farah Nourmand, Esq.
8383 Wilshire Boulevard
Suite 830
Beverly Hills, CA 90211
Phone: (323) 782-9927
Fax: (323) 782-1185
Email: farahnourmand@gmail.com

Charles Sewell, Deputy City Attorney
CITY ATTORNEY OFFICE
200 North Main Street
Room 701
Los Angeles, CA 90012
Phone: 213-978-8083
Fax: 213-978-8214
Email: charles.sewell@lacity.org

1 I caused such envelope with postage thereon fully prepaid to be placed in the United
2 States mail at Encino, California. I am "readily familiar" with the firm's practice of collection
3 and processing correspondence for mailing. Under that practice it would be deposited with
4 U.S. postal service on that same day with postage thereon fully prepaid at Encino, California, in
5 the ordinary course of business. I am aware that on motion of the party served, service is
6 presumed invalid if postal cancellation date or postage meter date is more than one day after
7 date of deposit for mailing in affidavit.

8 I declare under penalty of perjury under the laws of the State of California that the above
9 is true and correct.

10 Executed on March 20, 2015, at Encino, California.

11 

12 MARY REA
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CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

CERTIFICATE OF OCCUPANCY

OWNER YADEGAR, FARAMARZ TR T O Y FAMILY TRUST 0 PO BOX 16152 BEVERLY HILLS CA 90209	No building or structure or portion thereof and no trailer park or portion thereof shall be used or occupied until a Certificate of Occupancy has been issued thereof. Section 91.109.1 LAMC CERTIFICATE: Pending-Review BY: RICKEY JACKSON DATE: 11/24/2015
---	--

SITE IDENTIFICATION
ADDRESS: 1721 S FLOWER ST 90015

LEGAL DESCRIPTION	BLOCK	LOT(s)	ARB	CO. MAP REF #	PARCEL PIN	APN
TRACT WRIGHT TRACT		15		M R 10-32	124-5A205 141	5126-010-008

This certifies that, so far as ascertained or made known to the undersigned, the vacant land, building or portion of building described below and located at the above address(es) complies with the applicable construction requirements (Chapter 9) and/or the applicable zoning requirements (Chapter 1) of the Los Angeles Municipal Code for the use and occupancy group in which it is classified and is subject to any affidavits or building and zoning code modifications whether listed or not.

COMMENT Convert 2nd Fl. of (E) office/warehouse/garage to hostess dance hall per ZA 99-2571 (CUX) 16 required parking spaces for existing uses (under modification per ZA 2003-9927) 8 offsite parking located at 1616 S Flower.

USE	PRIMARY	OTHER
	Dance Hall - hostess	Night Club Office

PERMITS
00016-10000-18797 | 15016-10000-24130 |

STRUCTURAL INVENTORY		
ITEM DESCRIPTION	CHANGED	TOTAL
Floor Area (ZC)	0 Sqft	
A2 Occ. Group	0 Sqft	
A2 Occ. Load	232 Max Occ.	232 Max Occ.
Parking Req'd for Site (Auto+Bicycle)	16 Stalls	16 Stalls
Provided Offsite for Bldg	8 Stalls	8 Stalls

CITY LA DBS
DEPARTMENT OF BUILDING AND SAFETY

APPROVAL
CERTIFICATE NUMBER: 142167
BRANCH OFFICE: LA
COUNCIL DISTRICT: 9
BUREAU: INSPECTN
DIVISION: BLDGINSP
STATUS: Intent to Correct CofO
STATUS BY: RICKEY JACKSON
STATUS DATE: 11/24/2015

PERMIT DETAIL

PERMIT NUMBER PERMIT ADDRESS

00016-10000-18797 1721 S Flower St

PERMIT DESCRIPTION

Change of use from office/warehouse/garage to hostess dance hall/
warehouse/garage per ZA 99-2571 (CUX) (Expired after 5 years) Change is on 2nd
floor only. No food or drink allowed.TO ESTABLISH THE REQUIRED PARKING FOR THE EXISTING USES
UNDER MODIFICATION PER ZA 2003-9927(PA4), DATED JANUARY 26,
2012.

STATUS - DATE - BY

Permit Finaled - 11/10/2015

RICKEY JACKSON

15016-10000-24130 1721 S Flower St

Issued - 11/10/2015

COMCASH COMCASH

PARCEL INFORMATIONArea Planning Commission: South Los Angeles
Certified Neighborhood Council: Downtown Los Angeles
Community Plan Area: Southeast Los Angeles
Energy Zone: 8
Methane Hazard Site: Methane Zone
Oil Well: None
Thomas Brothers Map Grid: 634-D6Census Tract: 2240.10
Cmpt. Fill Grd.: CFG 2000
Council District: 9
Fire District: 2
Near Source Zone Distance: 7.96519
Parking Dist.: CCPD
Zone: M2-2-OCensus Tract: 2240.20
Cmpt. Fill Grd.: CFG-2000
District Map: 124-5A205
LADBS Branch Office: LA
Near Source Zone Distance: 0
Thomas Brothers Map Grid: 634**PARCEL DOCUMENT**

Affidavit (AFF) AFF 52339

City Planning Cases (CPC) CPC 84-0226 (SP)

City Planning Cases (CPC) CPC-1990-346-CA

City Planning Cases (CPC) CPC-2005-361-CA

Community Development Block Grant (CDBG) LARZ-Central
City

Ordinance (ORD) ORD 162128

Ordinance (ORD) ORD-162128

Parking Layout (PKLY) PKG-5267

Zoning Administrator's Case (ZA) ZA-1999-2571-CUX

Zoning Administrator's Case (ZA) ZA-2003-9927-CU

Zoning Information File (ZI) ZI 1941

Zoning Information File (ZI) ZI-1941 Council District 9
Redevelopment ProjectZoning Information File (ZI) ZI-2412 Fast Food
Establishments

Affidavit (AFF) AFF-52339

City Planning Cases (CPC) CPC-18222

City Planning Cases (CPC) CPC-2005-1122-CA

Community Development Block Grant (CDBG)

BID-FIGUEROA CORRIDOR

Community Development Block Grant (CDBG) SEZ-LOS
ANGELES STATE ENTERPRISE ZONE

Ordinance (ORD) ORD 171682

Ordinance (ORD) ORD-171681

Specific Plan Area (SPA) South Los Angeles Alcohol Sales

Zoning Administrator's Case (ZA) ZA-1999-2571-CUX

(DANCE HALL)

Zoning Information File (ZI) ZI 1117

Zoning Information File (ZI) ZI 2126

Zoning Information File (ZI) ZI-2374 LOS ANGELES STATE
ENTERPRISE ZONE

Zoning Information File (ZI) ZI-2427 FWY Adj Advisory

Notice for Sensitive Uses

Affidavit (AFF) PKG 5267

City Planning Cases (CPC) CPC-1983-506-SP

City Planning Cases (CPC) CPC-2005-1124-CA

Community Development Block Grant (CDBG) LARC-LoS
AngelesCommunity Redevelopment Area (CRA) ZI 1941 CD 9
CORRIDORS

Ordinance (ORD) ORD-130253

Ordinance (ORD) ORD-171682

Zoning Administrator's Case (ZA) ZA 99-0038 (CUZ)

Zoning Administrator's Case (ZA) ZA-1999-38-CUZ

Zoning Information File (ZI) ZI 1231

Zoning Information File (ZI) ZI-1117 MTA Project

Zoning Information File (ZI) ZI-2385 Greater Downtown
Housing Incentive Area**CHECKLIST ITEMS**

Attachment - Owner-Builder Declaration

Attachment - Plot Plan

Permit Flag - Not a Fire Life Safety Project

PROPERTY OWNER, TENANT, APPLICANT INFORMATION**OWNER(S)**

Yadegar, Faramarz Tr T O Y Family Trust

Yadegar, Faramarz Tr T O Y Family Trust

0 Po Box 16152
8900 Burton Way

BEVERLY HILLS CA 90209

BEVERLY HILLS CA 90211

TENANT**APPLICANT**

Relationship Owner-Bldr

-Owner-Builder

Relationship Owner

Faramarz Yadegar-

11

(213) 746-2710

BUILDING RELOCATED FROM:**(C)ONTRACTOR, (A)RCHITECT & (E)NGINEER INFORMATION**

NAME	ADDRESS	CLASS	LICENSE #	PHONE #
(A) Dardashti, Bijan Rahim	5371 Wilshire Blvd # 203, Los Angeles, CA 90036	NA	C13487	
(O), Owner-Builder	,	NA	0	(213) 746-2710
(O), Owner-Builder	,	NA	0	

SITE IDENTIFICATION-ALL**ADDRESS:**

1721 S FLOWER ST 90015

LEGAL DESCRIPTION-ALL

TRACT	BLOCK	LOT(s)	ARB	CO.MAP REF #	PARCEL PIN	APN
WRIGHT TRACT		15		M R 10-32	124-5A205 141	5126-010-008

Recorded at the request of
and mailed to:

Arnold Schwartz
(Name)

1374 So. Flower
(Address)

Los Angeles, CA 90015

COPY of Document Recorded

84-1182551

SPACE ABOVE THIS LINE FOR RECORDERS USE

CONVENANT AND AGREEMENT REGARDING MAINTENANCE OF OFF-STREET PARKING SPACE

The undersigned hereby certify that we are the owners of the hereinafter legally described real property located in the City of Los Angeles, State of California:

Lot 1 of tract No. 22198 in the City of Los Angeles.

as recorded in Book 791 Page 19 and 20, Records of Los Angeles County.

Parking site address: 1616 So. Flower Street

And pursuant to Section 12.26B5 of the Los Angeles Municipal Code the undersigned hereby covenant and agree to and with said City that an off-site parking area containing not less than 8

(number) usable and accessible automobile parking spaces which comply with Section 12.21A5 of the Los Angeles Municipal Code will be provided and maintained on the above described property to provide the required

parking for the use of the building located at 1721 So. Flower Street

in said City upon that land legally described as follows: Lot 15 of Wright Tract

as recorded in Book 10 Page 32, Records of Los Angeles County. This covenant and agreement shall run with the land and shall be binding upon ourselves, any future owners, successors, heirs or assigns and shall continue in effect so long as the use or building requiring such parking is maintained without providing off-street automobile parking spaces on the same lot and/or another lot as required by the provisions of the Los Angeles Municipal Code or unless otherwise released by authority of the Superintendent of Building of the City of Los Angeles.

Dated this 1st day of October, 1984

Signature of Parking Site Owner

Jerry Greenfield

(sign)

I (WE) the mortgagee or trust deed beneficiary agree to the above stated conditions by affixing my (our) signature hereto:

Signature of Mortgagee or Trust Deed Beneficiary

(sign)

(sign)

(sign)

(sign)

(sign)

(sign)

(sign)

(sign)

(sign)

(sign)

(sign)

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(sign)

(sign)

(sign)

(sign)

(sign)

(sign)

(sign)

(sign)

(sign)

(sign)

(sign)

NOTARIZATION FOR INDIVIDUAL

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

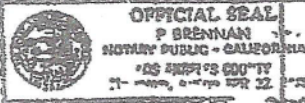
On this 1st day of October, 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

Jerry Greenfield
Donald L. Oken

personally known to me or presented to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he (she or they) executed it.

WITNESS my hand and official seal.

P. Brennan
P. Brennan



MUST BE APPROVED BY
Dept. of Building & Safety
prior to recording

APPROVED BY

Richard P. Brennan

Permitting 5267

FOR DEPARTMENT USE ONLY

Branch Office LA

District Map 123205

Assessment

Permitting 5267

Assessment

Assessment

Assessment

Assessment

Assessment

Assessment

Assessment

Assessment

Assessment

Assessment

Assessment

Assessment

Branch Office LA

District Map 123205

Assessment

Assessment

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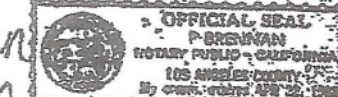
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P. Brennan
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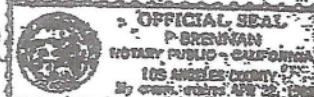
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8 additional pkg. spaces for these
offices are maintained at 1616 S.
Flower St.

Off. Street Pkg. Att:

Recorded L.A. County Doc. # 84-1182551

EXHIBIT C

**VTT-82213 LETTER OF DETERMINATION
AND TRACT MAP**

VTT-82213-1A

July 10, 2025

**DEPARTMENT OF
CITY PLANNING**

COMMISSION OFFICE
(213) 978-1300

CITY PLANNING COMMISSION

MONIQUE LAWSHE
PRESIDENT

MICHAEL R. NEWHOUSE
VICE-PRESIDENT

MARIA CABILDO

CAROLINE CHOE

MARTINA DIAZ

PHYLLIS KLEIN

KAREN MACK

JACOB SAIMAN

ELIZABETH ZAMORA

**CITY OF LOS ANGELES
CALIFORNIA**



KAREN BASS
MAYOR

EXECUTIVE OFFICES

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

VINCENT P. BERTONI, AICP
DIRECTOR

KEVIN J. KELLER, AICP
EXECUTIVE OFFICER

SHANA M.M. BONSTIN
DEPUTY DIRECTOR

HAYDEE URITA-LOPEZ
DEPUTY DIRECTOR

ARTHI L. VARMA, AICP
DEPUTY DIRECTOR

LISA M. WEBBER, AICP
DEPUTY DIRECTOR

Mailing Date: April 3, 2025

Last Day to File an Appeal: April 14, 2025

Venice Hope Group LLC (Applicant)
888 S. Figueroa Street #1900
Los Angeles, CA 90017

Alexander Irvine (Representative)
Irvine and Associates, Inc.
660 S. Figueroa St #1780
Los Angeles, CA 90017

Vesting Tentative Tract Map No.: 82213
Related Case: CPC-2018-3336-SN-TDR-CUB-
SPR-MS
Address: 1600-1618 South Flower Street,
1601-1623 South Hope Street, 426-440 West
Venice Boulevard
Community Plan: Central City
Land Use Designation: Community
Commercial
Zone: C2-2D-O
Council District: 14 – Jurado
CEQA No.: ENV-2018-3337-SCEA

Pursuant to California Public Resources Code Section 21155.2, the Advisory Agency has reviewed and considered the information contained in the Senate Bill (SB) 375 Sustainable Communities Environmental Assessment (SCEA) prepared for the Project, No. ENV-2018-3337-SCEA, and the Erratum dated September 2024, all comments received, as well as the whole of the administrative record; and

FOUND, pursuant to Public Resources Code (PRC), Section 21155.2, after consideration of the whole of the administrative record, after imposition of all mitigation measures, there is no substantial evidence that the Project will have a significant effect on the environment; **FOUND** that the City Council held a hearing on October 1, 2024 pursuant to PRC Section 21155.2(b)(6); **FOUND** the Project is a “transit priority project” as defined by PRC Section 21155, and the Project has incorporated all feasible mitigation measures, performance standards, or criteria set forth in prior Environmental Impact Reports (EIRs), including SCAG 2020-2045 RTP/SCS EIR; **FOUND** all potentially significant effects required to be identified in the initial study have been identified and analyzed in the SCEA; **FOUND** with respect to each significant effect on the environment required to be identified in the initial study for the SCEA, changes or alterations have been required in or incorporated into the Project that avoid or mitigate the significant effects to a level of insignificance or those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency; **FOUND** the SCEA reflects the independent judgment and analysis of the City; **FOUND** the mitigation measures have been made enforceable conditions on the Project; and **ADOPTED** the SCEA and the Mitigation Monitoring Program prepared for the SCEA.

Pursuant to Los Angeles Municipal Code (LAMC) Sections 17.03 and 17.15, the Advisory Agency

APPROVED:

Vesting Tentative Tract Map No. 82213 (stamped map, dated June 11, 2018) to create one ground lot and four airspace lots; and a Haul Route for the export of 52,000 cubic yards of soil.

The subdivider is hereby advised that the LAMC may not permit this maximum approved density. Therefore, verification should be obtained from the Department of Building and Safety, which will legally interpret the Zoning code as it applies to this particular property. For an appointment with the Development Services Center call (213) 482-7077, (818) 374-5050, or (310) 231-2901.

The Advisory Agency's consideration is subject to the following conditions:

The final map must record within 36 months of this approval unless a time extension is granted before the end of such period.

BUREAU OF ENGINEERING - SPECIFIC CONDITIONS

1. That a 5-foot-wide strip of land be dedicated along Flower Street adjoining the tract to complete a 50-foot-wide half right-of-way in accordance with Modified Avenue I standards of LA Mobility Plan. In addition, a 3-foot-wide average sidewalk easement be provided.
2. That a 15-foot and variable width strip of land be dedicated along Venice Boulevard adjoining the tract to complete a 45-foot-wide half public right-of-way including 20-foot radius property line returns or 15-foot by 15-foot property line cut corners at intersections with Flower Street and Hope Street in accordance with Modified Avenue II standards of LA Mobility Plan. An additional 3-foot-wide average sidewalk easement be provided.
3. That the final map be approved by the State Department of Transportation with respect to the alignment of the Santa Monica Freeway 10. Four copies of the final map shall be submitted to the City Engineer's Office for the States' approval prior to the recordation of the final map.
4. That necessary arrangements be made with the State Department of Transportation prior to recordation of the final map for any necessary permits with respect to any construction and drainage discharge within or adjacent to the Santa Monica Freeway 10 right-of-way.
5. That ground lot lines shall be clearly shown on the final map.
6. That the subdivider make a request to the Central District Office of the Bureau of Engineering to determine the capacity of existing sewers in this area.
7. That a set of drawings for airspace lots be submitted to the City Engineer showing the following:
 - a. Plan view at different elevations.
 - b. Isometric views.
 - c. Elevation views.
 - d. Section cuts at all locations where air space lot boundaries change.
8. That the owners of the property record an agreement satisfactory to the City Engineer stating that they will grant the necessary private easements for ingress and egress purposes

to serve proposed airspace lots to use upon the sale of the respective lots and they will always maintain the private easements free and clear of obstructions and in safe conditions for use.

Any questions regarding this report should be directed to Quyen Phan of the Permit Case Management Division Section via quyen.phan@lacity.org

BUREAU OF SANITATION

9. Wastewater Collection Systems Division of the Bureau of Sanitation has inspected the sewer/storm drain lines serving the subject tract and found no potential problems to their structure or potential maintenance problem, as stated in the memo dated May 1, 2019. Upon compliance with its conditions and requirements, the Bureau of Sanitation, Wastewater Collection Systems Division will forward the necessary clearances to the Bureau of Engineering. (This condition shall be deemed cleared at the time the City Engineer clears Condition No. S-1. (d).)

Note: This Approval is for the Tract Map only and represents the office of LA Sanitation/CWCDs. The Applicant may be required to obtain other necessary Clearances/Permits from LA Sanitation and appropriate District office of Bureau of Engineering.

If you have any questions, please contact Edgar Morales at (323) 342-6041.

DEPARTMENT OF BUILDING AND SAFETY, GRADING DIVISION

10. The geology/soils reports are not required prior to planning approval of the Tract Map No. 82213 as the property is located outside of a City of Los Angeles Hillside Area; is exempt or located outside of a State of California liquefaction, earthquake induced landslide, or fault-rupture hazard zone; and does not require any grading or construction of an engineered retaining structure to remove potential geologic hazards.
11. Per LAMC Section 17.56, each approved Tract Map recorded with the County Recorder shall contain the following statement: "The approval of this Tract Map shall not be construed as having been based upon geological investigation such as will authorize the issuance of building permits on the subject property. Such permits will be issued only at such time as the Department of Building and Safety has received such topographic maps and geological reports as it deems necessary to justify the issuance of such building permits."
12. The Applicant shall comply with any requirements with the Department of Building and Safety, Grading Division for recordation of the final map and issuance of any permit.

DEPARTMENT OF BUILDING AND SAFETY, ZONING DIVISION

13. Prior to recordation of the final map, the Department of Building and Safety, Zoning Division shall certify that no Building or Zoning Code violations exist on the subject site. In addition, the following items shall be satisfied:
 - a. Obtain permits for the demolition or removal of all existing structures on the site. Accessory structures and uses are not permitted to remain on lots without a main structure or use. Provide copies of the demolition permits and signed inspection cards to show completion of the demolition work.
 - b. Provide a copy of D condition(s). Show compliance with the above condition(s) as applicable or Department of City Planning approval is required.

- c. Provide a copy of affidavit AFF-27352, AFF-28799, AFF-45932, AFF-57171 and PKG-5267. Show compliance with all the conditions/requirements of the above affidavit(s) of the above affidavit(s) as applicable. Termination of above affidavit(s) may be required after the Map has been recorded. Obtain approval from the Department, on the termination form, prior to recording.
- d. Provide a copy of CPC case CPC-2018-3336-SN-TDR-CUB-ZV-WDI-SPR-MS. Show compliance with all the conditions/requirements of the CPC case as applicable.
- e. Show all street dedication(s) as required by Bureau of Engineering and provide net lot area after all dedication. "Area" requirements shall be re-checked as per net lot area after street dedication. Front and side yard requirements shall be required to comply with current code as measured from new property lines after dedications(s).
- f. Submit a revised Map that dimensions each air space lot with a finite width, length, and upper and lower elevations. The final Map shall be based upon a site plan which accurately describes the location of such lots.
- g. Record a Covenant and Agreement to treat the buildings and structures located in an Air Space Subdivision as if they were within a single lot.

Note:

Conditional use permit required for Hotel use per LAMC 12.24 W.24.

Each Air Space lot shall have access to a street by one or more easements or other entitlements to use in a form satisfactory to the Advisory Agency and the City Engineer.

This property is located in a Methane Zone.

The submitted Map may not comply with the number of parking spaces required by Section 12.21 A.4(a) based on number of habitable rooms in each unit. If there are insufficient numbers of parking spaces, obtain approval from the Department of City Planning.

The existing or proposed building plans have not been checked for and shall comply with Building and Zoning Code requirements. With the exception of revised health or safety standards, the subdivider shall have a vested right to proceed with the proposed development in substantial compliance with the ordinances, policies, and standards in effect at the time the subdivision application was deemed complete. Plan check will be required before any construction, occupancy or change of use.

If the proposed development does not comply with the current Zoning Code, all zoning violations shall be indicated on the Map.

Backup space for parking space with less than 26'-8" shall provide sufficient parking stall width and garage door opening width to comply with the current Zoning Code requirement.

An appointment is required for the issuance of a clearance letter from the Department of Building and Safety. The applicant is asked to contact Eric Wong at (213) 482-6876 to schedule an appointment.

DEPARTMENT OF TRANSPORTATION

- 14. A minimum of 20-foot reservoir space be provided between any security gate(s) and the property line when driveway is serving less than 100 parking spaces. Reservoir space will increase to 40-feet and 60-feet when driveway is serving more than 100 and 300 parking spaces respectively or as shall be determined to the satisfaction of the Department of Transportation.

15. Parking stalls shall be designed so that a vehicle is not required to back into or out of any public street or sidewalk, LAMC 12.21 A
16. Project shall comply with requirements of the Department of Transportation's assessment report (DOT Case No. CEN18-47190) dated, January 8, 2020 to the attention of Debbie Lawrence, Senior City Planner, Department of City Planning.
17. A parking area and driveway plan be submitted to the Citywide Planning Coordination Section of the Department of Transportation for approval prior to submittal of building permit plans for plan check by the Department of Building and Safety. Transportation approvals are conducted at 201 N. Figueroa Street Room 550. For an appointment, contact LADOT One Stop Counter portal at: ladot.onestop@lacity.org
18. That a fee in the amount of \$205 be paid for the Department of Transportation as required per Ordinance No. 180542 and LAMC Section 19.15 prior to recordation of the final map. Note: the applicant may be required to comply with any other applicable fees per this new ordinance.

Please contact this section at ladot.onestop@lacity.org for any questions regarding the above.

DEPARTMENT OF WATER AND POWER

19. Satisfactory arrangements shall be made with the Los Angeles Department of Water and Power (LADWP) for compliance with LADWP's Water System Rules and requirements. Upon compliance with these conditions and requirements, LADWP's Water Services Organization will forward the necessary clearances to the Bureau of Engineering. (This condition shall be deemed cleared at the time the City Engineer clears Condition No. S-1(c).)

FIRE DEPARTMENT

20. Prior to the recordation of the final map, a suitable arrangement shall be made satisfactory to the Fire Department, binding the subdivider and all successors to the following:
 - a. Submit plot plans for Fire Department approval and review prior to recordation of Tract Map Action.
 - b. The Fire Department has no objection to the Airspace Vacation.
 - c. Access for Fire Department apparatus and personnel to and into all structures shall be required.
 - d. One or more Knox Boxes will be required to be installed for LAFD access to project location and number to be determined by LAFD Field Inspector. (Refer to FPB Req #75)
 - e. 505.1 Address identification. New and existing buildings shall have approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property.
 - f. The entrance to a Residential lobby must be within 50 feet of the desired street address curb face.
 - g. Where above ground floors are used for residential purposes, the access requirement shall be interpreted as being the horizontal travel distance from the street, driveway,

- alley, or designated fire lane to the main entrance of individual units.
- h. No building or portion of a building shall be constructed more than 150 feet from the edge of a roadway of an improved street, access road, or designated fire lane.
 - i. The Fire Department may require additional vehicular access where buildings exceed 28 feet in height.
 - j. 2014 City of Los Angeles Fire Code, Section 503.1.4 (Exception)
 - i. When this exception is applied to a fully fire sprinklered residential building equipped with a wet standpipe outlet inside an exit stairway with at least a 2 hour rating the distance from the wet standpipe outlet in the stairway to the entry door of any dwelling unit or guest room shall not exceed 150 feet of horizontal travel AND the distance from the edge of the roadway of an improved street or approved fire lane to the door into the same exit stairway directly from outside the building shall not exceed 150 feet of horizontal travel.
 - ii. It is the intent of this policy that in no case will the maximum travel distance exceed 150 feet inside the structure and 150 feet outside the structure. The term "horizontal travel" refers to the actual path of travel to be taken by a person responding to an emergency in the building.
 - iii. This policy does not apply to single-family dwellings or to non-residential buildings.
 - k. Building designs for multi-storied residential buildings shall incorporate at least one access stairwell off the main lobby of the building; But, in no case greater than 150ft horizontal travel distance from the edge of the public street, private street or Fire Lane. This stairwell shall extend onto the roof.
 - l. Entrance to the main lobby shall be located off the address side of the building.
 - m. Any required Fire Annunciator panel or Fire Control Room shall be located within 20ft visual line of site of the main entrance stairwell or to the satisfaction of the Fire Department.
 - n. Fire lane width shall not be less than 20 feet. When a fire lane must accommodate the operation of Fire Department aerial ladder apparatus or where fire hydrants are installed, those portions shall not be less than 28 feet in width.
 - o. The width of private roadways for general access use and fire lanes shall not be less than 20 feet, and the fire lane must be clear to the sky.
 - p. Fire lanes, where required and dead ending streets shall terminate in a cul-de-sac or other approved turning area. No dead ending street or fire lane shall be greater than 700 feet in length or secondary access shall be required.
 - q. Submit plot plans indicating access road and turning area for Fire Department approval.
 - r. Adequate off-site public and on-site private fire hydrants may be required. Their number and location to be determined after the Fire Department's review of the plot plan.
 - s. All parking restrictions for fire lanes shall be posted and/or painted prior to any Temporary Certificate of Occupancy being issued.
 - t. Plans showing areas to be posted and/or painted, "FIRE LANE NO PARKING" shall be submitted and approved by the Fire Department prior to building permit application

sign-off.

- u. Electric Gates approved by the Fire Department shall be tested by the Fire Department prior to Building and Safety granting a Certificate of Occupancy.
- v. All public street and fire lane cul-de-sacs shall have the curbs painted red and/or be posted "No Parking at Any Time" prior to the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy for any structures adjacent to the cul-de-sac.
- w. Standard cut-corners will be used on all turns.
- x. 5101.1 Emergency responder radio coverage in new buildings. All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This section shall not require improvement of the existing public safety communication systems.
- y. Recently, the Los Angeles Fire Department (LAFD) modified Fire Prevention Bureau (FPB) Requirement 10. Helicopter landing facilities are still required on all High-Rise buildings in the City. However, FPB's Requirement 10 has been revised to provide two new alternatives to a full FAA-approved helicopter landing facilities.
- z. Each standpipe in a new high-rise building shall be provided with two remotely located FDC's for each zone in compliance with NFPA 14-2013, Section 7.12.2.

The applicant is further advised that all subsequent contact regarding these conditions must be with the Hydrant and Access Unit. This would include clarification, verification of condition compliance and plans or building permit applications, etc., and shall be accomplished **BY APPOINTMENT ONLY**, in order to assure that you receive service with a minimum amount of waiting please call **(213) 482-6504**. You should advise any consultant representing you of this requirement as well.

DEPARTMENT OF RECREATION AND PARKS

- 21. That the Park Fee paid to the Department of Recreation and Parks be calculated as a Subdivision (Quimby in-lieu) fee in order to fulfill the Project's requirements under provisions of LAMC 12.33.

BUREAU OF STREET SERVICES, URBAN FORESTRY DIVISION

- 22. Plant street trees and remove any existing trees within dedicated streets or proposed dedicated streets as required by the Urban Forestry Division of the Bureau of Street Services. Parkway tree removals shall be replanted at a 2:1 ratio All street tree plantings shall be brought up to current standards. When the City has previously been paid for tree plantings, the sub divider or contractor shall notify the Urban Forestry Division at: (213)847-3077 upon completion of construction to expedite tree planting.

Note: Removal or plating of any tree in the public right-of-way requires approval of the Board of Public Works, Contact Urban Forestry Division at: (213)847-3077 for permit information. CEQA document must address parkway tree removals.

BUREAU OF STREET SERVICES

Required Permit Fee and Bond

- 23. See Department of City Planning Condition No. 30 for the approval of the haul route.

24. Haul Route Required permit fee and bond. Permit fee must be paid before the Department of Building and Safety issue a Grading Permit.
- a. Under the provisions of Section 62.201 of the Los Angeles Municipal Code, the following permit fee shall be required:
 - i. A total of 52,000 cubic yards of material moved .55 miles within the hillside at a rate of \$0.29 per cubic yard per mile would exceed the maximum chargeable under the Ordinance. Therefore, the maximum fee chargeable, \$3000.00 shall be due.
 - b. The required permit fee shall be paid at the Street Services Investigation and Enforcement Division office, 1149 South Broadway, Suite 350, Los Angeles, CA 90015, telephone (213) 847-6000.
 - c. Under the provisions of Section 62.202 of the Los Angeles Municipal Code, a cash bond or surety bond in the amount of \$50,000 shall be required from the property owner to cover any road damage and/or street cleaning costs resulting from the hauling activity.
 - d. Forms for the bond will be issued by Bond Control, Bureau of Engineering Valley District Office, 6262 Van Nuys Boulevard, Suite 251, Van Nuys, CA 91401, telephone (818) 374-5090.

BUREAU OF STREET LIGHTING

25. Prior to the recordation of the final map or issuance of the Certificate of Occupancy (C of O), street lighting improvement plans shall be submitted for review and the owner shall provide a good faith effort via a ballot process for the formation or annexation of the property within the boundary of the development into a Street Lighting Maintenance Assessment District. See Condition S-3(c) for Street Lighting Improvement conditions.

INFORMATION TECHNOLOGY AGENCY

26. To assure that cable television facilities will be installed in the same manner as other required improvements, please email cabletv.ita@lacity.org that provides an automated response with the instructions on how to obtain the Cable TV clearance. The automated response also provides the email address of 3 people in case the applicant/owner has any additional questions.

LOS ANGELES CITY PLANNING – SITE SPECIFIC CONDITIONS

27. A passageway reduction to 29 feet, 2 inches, in lieu of the 50 feet otherwise required by LAMC Section 12.21 C.2, shall be permitted between the two building towers.
28. Prior to the recordation of the final map, the subdivider shall prepare and execute a Covenant and Agreement (Planning Department General Form CP-6770) in a manner satisfactory to the Planning Department, binding the subdivider and all successors to the following:
- a. That a solar access report shall be submitted to the satisfaction of the Advisory Agency prior to obtaining a grading permit.
 - b. That the subdivider considers the use of natural gas and/or solar energy and consults with the Department of Water and Power and Southern California Gas Company regarding feasible energy conservation measures.

29. Prior to the issuance of the building permit or the recordation of the final map, a copy of CPC-2018-3336-SN-TDR-CUB-SPR-MS-C shall be submitted to the satisfaction of the Advisory Agency. In the event CPC-2018-3336-SN-TDR-CUB-SPR-MS-C is not approved, the subdivider shall submit a tract modification.
30. Prior to the issuance of a grading permit, the subdivider shall record and execute a Covenant and Agreement (Planning Department General Form CP-6770), binding the subdivider to the following haul route conditions:

Haul Route General Conditions

An authorized Public Officer may make additions to, or modifications of, the following conditions if necessary to protect the health, safety, and welfare of the general public.

- a. A copy of the approval letter from the City, the approved haul route and the approved grading plans shall be available on the job site at all times.
- b. The owner or contractor shall keep the construction area sufficiently dampened to control dust caused by grading and hauling, and at all times shall provide reasonable control of dust caused by wind, at the sole discretion of the grading inspector.
- c. Hauling and grading equipment shall be kept in good operating condition and muffled as required by law.
- d. Loads shall be secured by trimming or watering or may be covered to prevent the spilling or blowing of the earth material. If the load, where it contacts the sides, front, and back of the truck cargo container area, remains six inches from the upper edge of the container area, and if the load does not extend, at its peak, above any part of the upper edge of the cargo container area, the load is not required to be covered, pursuant to California Vehicle Code Section 23114(e)(4).
- e. Trucks and loads are to be watered at the import site to prevent blowing dirt and are to be cleaned of loose earth at the import site to prevent spilling.
- f. Streets shall be cleaned of spilled materials during grading and hauling, and at the termination of each workday.
- g. The owner/contractor shall be in conformance with the State of California, Department of Transportation policy regarding movements of reducible loads.
- h. The owner/contractor shall comply with all regulations set forth by the State of California Department of Motor Vehicles pertaining to the hauling of earth.
- i. The Emergency Operations Division, Specialized Enforcement Section of the Los Angeles Police Department shall be notified at least 24 hours prior to the start of hauling, (213) 486-0777.
- j. The City of Los Angeles, Department of Transportation, telephone (213) 485-2298, shall be notified 72 hours prior to beginning operations in order to have temporary "No Parking" signs posted along streets in haul route.
- k. The permittee shall notify the Street Services Investigation and Enforcement Division at (213) 847-6000 at least 72 hours prior to the beginning of hauling operations and shall notify the division immediately upon completion of hauling operations.
- l. Any changes to the prescribed routes, staging and/or hours of operation must be approved by the concerned governmental agencies. Contact Street Services Investigation and Enforcement Division at (213) 847-6000 prior to effecting any change.

- m. Hauling vehicles shall not stage on any streets adjacent to the project, unless specifically approved as a special condition in this report.
- n. Hauling vehicles shall be spaced so as to discourage a convoy effect.
- o. If hauling vehicles cannot be staged on-site and must be staged along the adjacent roadway, the Applicant shall meet with the Bureau of Engineering B-Permit Unit to discuss/apply for a permit to allow the short-term closure of an adjacent roadway.
- p. Hauling operations may be conducted on alternate major or secondary highway routes any day where freeway on-ramps or off-ramps, or other freeway ramps or streets listed on the approved haul route are closed, until the streets or freeway ramps are reopened to through traffic.
- q. This approval pertains only to the City of Los Angeles streets. Those segments of the haul route outside the jurisdiction of the City of Los Angeles may be subject to permit requirements and to the approval of other municipal or governmental agencies and appropriate clearances or permits is the responsibility of the contractor.
- r. The application shall expire 18 months after the date of the Board of Building and Safety Commission and/or the Department of City Planning approval. The permit fee shall be paid to the Street Services Investigation and Enforcement Division prior to the commencement of hauling operations.

Haul Route Specific Conditions

- s. **Loaded Truck Route.** From the project site, head south on Flower St, turn right (west) on Washington Blvd, turn right (north) on Figueroa St, turn left (west) on 18th St, merge onto CA-110 North Freeway, merge onto I-5 North Freeway, merge onto CA-2 North Freeway, merge onto CA-134 East Freeway, take the Figueroa St exit, turn right (north) on Figueroa St, and continue to the export site outside of city limits.
- t. **Empty Truck Route.** From the export site outside of city limits, head south on Figueroa St, turn left to merge onto CA-134 West Freeway, merge onto CA-2 South Freeway, merge onto I-5 South Freeway, merge onto CA-110 South Freeway, merge onto I-10 West Freeway, take the Washington Blvd exit, turn right (north) on Toberman St, turn right (east) on Venice Blvd, and enter the project site on the right.
- u. Hauling hours of operation are restricted to the hours between 9:00 A.M. and 3:00 P.M., Monday through Friday and between 8:00 A.M. to 4:00 P.M. Saturday, with no hauling on Sundays or holidays.
- v. The vehicles used for hauling shall be 10- wheeler dump trucks.
- w. Trucks shall be staged on the job site only. No staging of trucks on city streets at any time.
- x. Hauling operations may be conducted on alternate major or secondary highway routes any day where freeway on-ramps or off-ramps, or other freeway ramps or streets listed on the approved haul route are closed, until the streets or freeway ramps are reopened to through traffic.

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

Applicant shall do all of the following:

- a. 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.

- b. 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, 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.
- c. 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 (b).
- d. 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 (b).
- e. If the City determines it necessary to protect the City's interests, 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, commission, 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.

DEPARTMENT OF CITY PLANNING – ENVIRONMENTAL MITIGATION MEASURES.

32. Implementation. The Mitigation Monitoring Program (MMP), that is part of the case file and attached as Exhibit B, shall be enforced throughout all phases of the Project. The Applicant shall be responsible for implementing each Mitigation Measure (MM) and shall be obligated to provide certification, as identified below, to the appropriate monitoring and enforcement agencies that each MM has been implemented. The Applicant shall maintain records demonstrating compliance with each MM. Such records shall be made available to the City upon request.
33. Construction Monitor. During the construction phase and prior to the issuance of building permits, the Applicant shall retain an independent Construction Monitor (either via the City or through a third-party consultant), approved by the Department of City Planning, who shall be responsible for monitoring implementation of MMs during construction activities consistent with the monitoring phase and frequency set forth in this MMP.

The Construction Monitor shall also prepare documentation of the Applicant's compliance with the MM during construction every 90 days in a form satisfactory to the Department of City Planning. The documentation must be signed by the Applicant and Construction Monitor and be included as part of the Applicant's Compliance Report. The Construction Monitor shall be obligated to immediately report to the Enforcement Agency any non-compliance with the MMs within two businesses days if the Applicant does not correct the non-compliance within a reasonable time of notification to the Applicant by the monitor or if the non-compliance is repeated. Such non-compliance shall be appropriately addressed by the Enforcement Agency.

34. Substantial Conformance and Modification. After review and approval of the final MMP by the Lead Agency, minor changes and modifications to the MMP are permitted, but can only be made subject to City approval. The Lead Agency, in conjunction with any appropriate agencies or departments, will determine the adequacy of any proposed change or modification. This flexibility is necessary in light of the nature of the MMP and the need to protect the environment. No changes will be permitted unless the MMP continues to satisfy the requirements of CEQA, as determined by the Lead Agency.

The Project shall be in substantial conformance with the MMs contained in the MMP. The enforcing departments or agencies may determine substantial conformance with MMs in the MMP in their reasonable discretion. If the department or agency cannot find substantial conformance, a MM may be modified or deleted as follows: the enforcing department or agency, or the decision maker for a subsequent discretionary project related approval finds that the modification or deletion complies with CEQA, including CEQA Guidelines Sections 15162 and 15164, which could include the preparation of an addendum or subsequent environmental clearance, if necessary, to analyze the impacts from the modifications to or deletion of the MMs. Any addendum or subsequent CEQA clearance shall explain why the MM is no longer needed, not feasible, or the other basis for modifying or deleting the MM, and that the modification will not result in a new significant impact consistent with the requirements of CEQA. Under this process, the modification or deletion of a MM shall not, in and of itself, require a modification to any Project discretionary approval unless the Director of Planning also finds that the change to the MM results in a substantial change to the Project or the non-environmental conditions of approval.

BUREAU OF ENGINEERING – STANDARD CONDITIONS**S-1.**

- a. That the sewerage facilities charge be deposited prior to recordation of the final map over all of the tract in conformance with Section 64.11.2 of the LAMC.
- b. That survey boundary monuments be established in the field in a manner satisfactory to the City Engineer and located within the California Coordinate System prior to recordation of the final map. Any alternative measure approved by the City Engineer would require prior submission of complete field notes in support of the boundary survey.
- c. That satisfactory arrangements be made with both the Water System and the Power System of the Department of Water and Power with respect to water mains, fire hydrants, service connections and public utility easements.
- d. That any necessary sewer, street, drainage and street lighting easements be dedicated. In the event it is necessary to obtain off-site easements by separate instruments, records of the Bureau of Right-of-Way and Land shall verify that such easements have been obtained. The above requirements do not apply to easements of off-site sewers to be provided by the City.
- e. That drainage matters be taken care of satisfactory to the City Engineer.
- f. That satisfactory street, sewer and drainage plans and profiles as required together with a lot grading plan of the tract and any necessary topography of adjoining areas be submitted to the City Engineer.
- g. That any required slope easements be dedicated by the final map.
- h. That each lot in the tract map complies with the width and area requirements of the Zoning Ordinance.
- i. That 1-foot future streets and/or alleys be shown along the outside of incomplete public dedications and across the termini of all dedications abutting unsubdivided property. The 1-foot dedications on the map shall include a restriction against their use of access purposes until such time as they are accepted for public use.
- j. That any 1-foot future street and/or alley adjoining the tract be dedicated for public use by the tract, or that a suitable resolution of acceptance be transmitted to the City Council with the final map.
- k. That no public street grade exceeds 15 percent.
- l. That any necessary additional street dedications be provided to comply with the Americans with Disabilities Act (ADA) of 2010.

S-2. That the following provisions be accomplished in conformity with the improvements constructed herein:

- a. Survey monuments shall be placed and permanently referenced to the satisfaction of the City Engineer. A set of approved field notes shall be furnished, or such work shall be suitably guaranteed, except where the setting of boundary monuments requires that other procedures be followed.
- b. Make satisfactory arrangements with the Department of Transportation with respect to street name, warning, regulatory and guide signs.

- c. All grading done on private property outside the tract boundaries in connection with public improvements shall be performed within dedicated slope easements or by grants of satisfactory rights of entry by the affected property owners.
- d. All improvements within public streets, private street, alleys and easements shall be constructed under permit in conformity with plans and specifications approved by the Bureau of Engineering.
- e. Any required bonded sewer fees shall be paid prior to recordation of the final map or that the construction be suitably guaranteed.

S-3. That the following improvements be either constructed prior to recordation of the final map or that the construction shall be suitably guaranteed:

- a. Construct on-site sewers to serve the tract as determined by the City Engineer.
- b. Construct any necessary drainage facilities.
- c. Install street lighting facilities to serve the tract as required by the Bureau of Street Lighting.
 - 1. Improvement Condition: Construct new streetlights: two (2) on Flower St. and two (2) on Venice Bl. Construct new pedestrian lights: four (4) on Flower St., four (4) on Venice Bl., and four (4) on Hope St. If street widening per BOE improvement conditions, relocate and upgrade streetlights; one (1) on Venice Bl., and three (3) on Hope St.

Notes:

The quantity of streetlights identified may be modified slightly during the plan check process based on illumination calculations and equipment selection.

Conditions set: 1) in compliance with a Specific Plan, 2) by LADOT, or 3) by other legal instrument excluding the Bureau of Engineering conditions, requiring an improvement that will change the geometrics of the public roadway or driveway apron may require additional or the reconstruction of street lighting improvements as part of that condition.

- d. Plant street trees and remove any existing trees within dedicated streets or proposed dedicated streets as required by the Urban Forestry Division of the Bureau of Street Services.
- e. Repair or replace any off-grade or broken curb, gutter and sidewalk along Hope Street and repair, as well as repair and replace any damaged concrete alley pavement satisfactory to the City Engineer.
- f. Construct access ramps for the handicapped as required by the City Engineer.
- g. Close any unused driveways satisfactory to the City Engineer.
- h. Construct any necessary additional street improvements to comply with the Americans with Disabilities Act (ADA) of 2010.
- i. That the following improvements be either constructed prior to recordation of the final map or that the construction be suitably guaranteed:
 - 1. Improve Venice Boulevard being dedicated and adjoining the subdivision by the construction of the following:
 - (a) A concrete curb, a concrete gutter, and a 12-foot full width concrete sidewalk with tree wells and concrete sidewalk in the easement area.

- (b) Suitable surfacing to join the existing pavements and to complete a 33-foot half roadway.
 - (c) Any necessary removal and reconstruction of existing improvements.
 - (d) The necessary transitions to join the existing improvements.
 - (e) All ramps be reconstructed in accordance with BOE's Special Order 04-0222.
- 2. Flower Street - Repair and replace any damaged, cracked or off-grade concrete curb, gutter and sidewalk. Construct additional concrete sidewalk in the dedicated and sidewalk easement areas abutting the new easement line.
 - 3. There is an existing sliding gate at the public alley entrance adjoining the southwesterly tract boundary. The subdivider shall submit necessary valid permits satisfactory to the City Engineer for this gate or remove the gate prior to recordation of the final map.

The Advisory Agency approval is the maximum number of units permitted under the tract map action. However, the existing or proposed zoning may not permit this density.

Approval from the Board of Public Works may be necessary before removal of any street trees in conjunction with the improvements in this tract map through the Bureau of Street Services, Urban Forestry Division.

Satisfactory arrangements shall be made with the Los Angeles Department of Water and Power, Power System, to pay for removal, relocation, replacement or adjustment of power facilities due to this development. The subdivider must make arrangements for the underground installation of all new utility lines in conformance with LAMC Section 17.05 N.

The final map must record within 36 months of this approval, unless a time extension is granted before the end of such period.

The Advisory Agency hereby finds that this tract map conforms to the California Water Code, as required by the Subdivision Map Act.

The subdivider should consult the Department of Water and Power to obtain energy saving design features which can be incorporated into the final building plans for the subject development. As part of the Total Energy Management Program of the Department of Water and Power, this no-cost consultation service will be provided to the subdivider upon his request.

CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS

The City of Los Angeles, as the Lead Agency, prepared a Sustainable Communities Environmental Assessment (SCEA), Case No. ENV-2018-3337-SCEA, for the proposed Project, which includes the construction of a two-tower, mixed-use development consisting of 250 residential dwelling units, 300 hotel guest rooms, 13,120 square feet of ground floor commercial uses. At its meeting on October 1, 2024 (Council File No. 24-0812) and consideration of all comments received regarding the SCEA and the Project, the City Council adopted the SCEA pursuant to Public Resources Code (PRC) Section 21155.2(b), finding that the Project is a "transit priority project" as defined by PRC Section 21155 and has incorporated all feasible mitigation measures, performance standards, or criteria set forth in prior Environmental Impact Reports (EIRs), including SCAG 2020-2045 RTP/SCS EIR; finding all potentially significant effects required to be identified in the initial study have been identified and analyzed in the SCEA; finding

with respect to each significant effect on the environment required to be identified in the initial study for the SCEA, changes or alterations have been required in or incorporated into the Project that avoid or mitigate the significant effects to a level of insignificance or those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency; finding the SCEA reflects the independent judgement and analysis of the City; finding the mitigation measures have been made enforceable conditions on the project; and adopted the SCEA and the Mitigating Monitoring Program prepared for the SCEA.

FINDINGS OF FACT (SUBDIVISION MAP ACT)

In connection with the approval of Vesting Tentative Tract Map (VTTM) No. 82213, the Advisory Agency of the City of Los Angeles, pursuant to Sections 66473.1, 66474.60, .61 and .63 of the State of California Government Code (the Subdivision Map Act), makes the prescribed findings as follows:

- (a) THE PROPOSED MAP WILL BE/IS CONSISTENT WITH APPLICABLE GENERAL AND SPECIFIC PLANS.

Section 66411 of the Subdivision Map Act (Map Act) establishes that local agencies regulate and control the design of subdivisions. Chapter 2, Article I, of the Map Act establishes the general provisions for tentative, final, and parcel maps. The subdivision and merger of land is regulated pursuant to Article 7 of the LAMC. The LAMC implements the goals, objectives, and policies of the General Plan through zoning regulations, including Specific Plans. The zoning regulations contained within the LAMC regulate, but are not limited to, the maximum permitted density, height, and the subdivision of land.

Pursuant to LAMC Section 17.05 C, tentative maps are to be designed in conformance with applicable tract map regulations to ensure compliance with the various elements of the General Plan, including the Zoning Code. Additionally, the maps are to be designed in conformance with the Street Standards established pursuant to LAMC Section 17.05 B. The Project Site is located within the Central City Community Plan¹, which designates the Project Site for Community Commercial land uses, with corresponding zones of CR, C2, C4, RAS3, and RAS4. The Project Site is zoned C2-2D-O (Commercial Zone, Height District 2 with a “D” Limitation, Oil Drilling District) and is thus consistent with the land use designation. The C2 Zone allows for a variety of commercial uses, residential, hotel, and office uses. Height District 2 does not restrict height but imposes a 6:1 FAR limit. The “D” Limitation (Ordinance No. 164,307) of the site further restricts the Project Site to a 3:1 FAR, except for projects approved under TFAR. Further, Footnote 2 of the Central City Community Plan states, “Corresponds to Height District No. 2-D; D limitation to 3:1 FAR except for transfer of floor area up to 6:1.” In conjunction with the “2D” Height District, the Project is therefore permitted up to 6:1 FAR through a TFAR request.

Under concurrent Case No. CPC-2018-3336-SN-TDR-CUB-SPR-MS-C, the Applicant requests a Transfer of Floor Area Rights for the transfer of up to 226,121 square feet of floor area from the Los Angeles Convention Center to the Project Site, for a total of 452,630 square feet, or a 6:1 FAR, as well as requests for the establishment of a new

¹ The Project Site is located within the boundaries of the new Downtown Community Plan, which became effective on January 20, 2025, and updated and replaced the Central City North Community Plan; however, the Project is vested in the provisions of the Central City North Community Plan.

Signage Supplemental Use District, a Conditional Use for alcohol sales within the hotel and for parking reductions, a Site Plan Review for a development resulting in greater than 50 residential units, and a Director's Decision for a reduction in residential open space. Additionally, the Applicant has requested a passageway reduction to 29 feet, 2 inches, in lieu of the 50 feet that is required by LAMC Section 12.21 C.2 for a 23-story building, to facilitate the mixed-use development on a constrained site within Downtown. Without the allowances for a reduced passageway, each of the building towers would need to be narrower and taller in order to accommodate the same number of units. The Project will, however, still provide building separation, and adequate access to light, air, and privacy, and be conditioned to comply with Fire Building Code requirements. Upon approval of the TFAR request, the Project, including the VTTM, would be permissible within the proposed land use designation and zone.

Other than the above-referenced deviation requests, the Project would also comply with all applicable zoning regulations as prescribed by the LAMC and/or as permissible by State law. The C2 Zone permits residential density at R4 standards, however, LAMC Section 12.22 C.3(c) does not limit density for Projects within the Greater Downtown Housing Incentive Area, and therefore the Project is permitted the proposed 300 hotel guest rooms and 250 residential units.

Furthermore, Pursuant to LAMC Section 17.06 B, a tentative map must be prepared by or under the direction of a licensed land surveyor or registered civil engineer. The VTTM indicates the map number, notes, legal description, contact information for the owner, applicant, and engineer, as well as other pertinent information as required by LAMC Section 17.06 B. Additionally, LAMC Section 17.15 B requires that vesting tentative maps provide the proposed building envelope, height, size, and number of units, as well as the approximate location of buildings and driveways, and proposed exterior garden walls. The VTTM provides the building envelope, height, and approximate location of the building and driveways among other required map elements. Therefore, as conditioned, the proposed map demonstrates compliance with LAMC Sections 17.05 C, 17.06 B, and 17.15 B.

Therefore, in conjunction with the entitlement requests, the proposed VTTM would be consistent with these regulations, and the use, density, and floor area permitted by the General Plan.

(b) THE DESIGN AND IMPROVEMENT OF THE PROPOSED SUBDIVISION ARE CONSISTENT WITH APPLICABLE GENERAL AND SPECIFIC PLANS.

For purposes of a subdivision, design and improvement is defined by Section 66418 of the Subdivision Map Act and LAMC Section 17.02. Section 66418 of the Subdivision Map Act defines the term "design" as follows: "Design" means: (1) street alignments, grades and widths; (2) drainage and sanitary facilities and utilities, including alignments and grades thereof; (3) location and size of all required easements and rights-of-way; (4) fire roads and firebreaks; (5) lot size and configuration; (6) traffic access; (7) grading; (8) land to be dedicated for park or recreational purposes; and (9) such other specific physical requirements in the plan and configuration of the entire subdivision as may be necessary to ensure consistency with, or implementation of, the general plan or any applicable specific plan. Further, Section 66427 of the Subdivision Map Act expressly states that the "Design and location of buildings are not part of the map review process for condominium, community apartment or stock cooperative projects."

LAMC Section 17.05 enumerates design standards for a tentative map and requires that each map be designed in conformance with the Street Design Standards and in conformance with the General Plan. LAMC Section 17.05 C, third paragraph, further establishes that density calculations include the areas for residential use and areas designated for public uses, except for land set aside for street purposes (net area). LAMC Section 17.06 B and 17.15 lists the map requirements for a tentative tract map and vesting tentative tract map. The design and improvement of the VTTM is consistent with the design standards established by the Subdivision Map Act and LAMC regulations.

As indicated in Finding (a), LAMC Section 17.05 C requires that the tentative map be designed in conformance with the zoning regulations of the Project Site. The Project Site is located within the Central City Community Plan², which designates the Project Site for Community Commercial land uses, with corresponding zones of CR, C2, C4, RAS3, and RAS4. The Project Site is zoned C2-2D-O (Commercial Zone, Height District 2 with a “D” Limitation, Oil Drilling District) and is thus consistent with the land use designation. The C2 Zone permits a variety of commercial uses, including retail, restaurant, and office uses and residential uses. The “D” Limitation (Ordinance No. 164,307) of the site further restricts the Project Site to a 3:1 FAR, except for projects approved under TFAR. Further, Footnote 2 of the Central City Community Plan states, “Corresponds to Height District No. 2-D; D limitation to 3:1 FAR except for transfer of floor area up to 6:1.” In conjunction with the “2D” Height District, the Project is therefore permitted up to 6:1 FAR through a TFAR request.

Additionally, the Applicant has requested a passageway reduction to 29 feet, 2 inches, in lieu of the 50 feet that is required by LAMC Section 12.21 C.2 for a 23-story building, to facilitate the mixed-use development on a constrained site within Downtown. Without the allowances for a reduced passageway, each of the building towers would need to be narrower and taller in order to accommodate the same number of units. The Project will, however, still provide building separation, and adequate access to light, air, and privacy, and be conditioned to comply with Fire Building Code requirements. Upon approval of the TFAR request and the building separation deviation, the Project, including the VTTM, would be permissible within the proposed land use designation and zone.

The design and layout of the map is also consistent with the design standards established by the Subdivision Map Act and Division of Land Regulations of the LAMC. The VTTM was distributed to and reviewed by the various City agencies of the Subdivision Committee, including, but not limited to, BOE, Department of Building and Safety (LADBS) - Grading Division and Zoning Division, Bureau of Street Lighting, Bureau of Street Services - Urban Forestry Division, and the Department of Recreation and Parks, that have the authority to make dedication, and/or improvement recommendations. Several public agencies found the subdivision design satisfactory, with imposed improvement requirements and/or conditions of approval. Street dedications and improvements will be consistent with the Downtown Design Guide, Downtown Street Standards, and the Mobility 2035 Plan, and no deviations are being granted. Sewers are available and have been inspected and deemed adequate in accommodating the proposed project's sewerage needs, subject to conditions of approval. Fire access and site grading have been reviewed and deemed appropriate.

² The Project Site is located within the boundaries of the new Downtown Community Plan, which became effective on January 20, 2025 and updated and replaced the Central City North Community Plan; however, the Project is vested in the provisions of the Central City North Community Plan.

The subdivision will be required to comply with all regulations pertaining to grading, building permits, and street improvement permit requirements. Conditions of Approval for the design and improvement of the subdivision are required to be performed prior to the recordation of the tentative map, building permit, grading permit, or certificate of occupancy. Therefore, as conditioned and in conjunction with the related entitlement requests, the design and improvements of the proposed subdivision would be substantially consistent with the applicable General Plan and Specific Plan.

(c) THE SITE IS PHYSICALLY SUITABLE FOR THE PROPOSED TYPE OF DEVELOPMENT.

The subject property consists of one lot encompassing a total of approximately 75,503 square feet (approximately 1.7 acres) of lot area. The Project Site is located within a highly urbanized area, is currently developed with four commercial retail/office buildings and a surface parking lot, all of which would be demolished to allow for construction of a mixed-use development consisting of a residential tower on the eastern half of the Project Site, and a hotel tower on the western half of the Project Site, both with ground floor retail.

The Project Site has been previously developed, is located within an urbanized area, and is relatively flat, but has an approximately two-foot grade change from Flower Street to Hope Street. The Project Site is not located in a Very High Fire Hazard Severity Zone, Alquist-Priolo Zone, Fault Rupture Study Area, Landslide Zone, Liquefaction Zone, or Tsunami Inundation Zone. The Project Site is located within the Puente Hills Blind Thrust Fault Zone and will comply with all applicable building safety standards, and is located within a 500-year flood plain, designated as a FEMA Zone X (which denotes an area with a 0.2-percent annual chance flood), but the Project would not impede or redirect flood flows, increase runoff or the potential for on- or off-site flooding. While the Project Site is located within a designated Methane Buffer Zone mapped by the City, it would be subject to the Methane Requirements in Division 71 Section 91.7103 of the LAMC, and not adversely affect the physical suitability of the site for the proposed type of development. In addition, LADBS - Grading Division, has reviewed the geology/soils reports prepared for the Project and has determined that geology/soils reports are not needed as the project is not located within any of these hazard zones.

Additionally, Phase I and II Environmental Site Assessments (ESAs) were prepared to identify any potential hazardous environmental conditions. The Phase II ESA concluded that no further investigation is warranted at this time. The Project Site will be redeveloped with residential uses and has been conditioned to comply with the Mitigation Monitoring Program (MMP) adopted as part of the Sustainable Communities Environmental Assessment (SCEA), which was adopted by the City Council on October 1, 2024, for the Project. Specifically, a Soils Management Plan has been incorporated as Mitigation Measure MM-HAZ-1, wherein, in the event that hazardous materials are discovered during the construction phase, the transport and disposal of any hazardous materials and soil shall obtain approval from the Los Angeles Fire Department (LAFD) and LADBS. In addition, prior to the issuance of any permits, the Project would be reviewed and approved by LADBS and LAFD to ensure compliance with building, fire, and safety codes.

Therefore, as conditioned, the Project Site would be physically suitable for the proposed type of development.

- (d) THE SITE IS PHYSICALLY SUITABLE FOR THE PROPOSED DENSITY OF DEVELOPMENT.

The General Plan identifies, through its Community and Specific Plans, geographic locations where planned and anticipated densities are permitted. Zoning standards for density are applied to sites throughout the City and are allocated based on the type of land use, physical suitability, and population growth that is expected to occur.

The Project Site is located within the Central City Community Plan³, which designates the Project Site for Community Commercial land uses, with corresponding zones of CR, C2, C4, RAS3, and RAS4. The Project Site is zoned C2-2D-O (Commercial Zone, Height District 2 with a "D" Limitation, Oil Drilling District) and is thus consistent with the land use designation. The C2 Zone permits a variety of commercial uses, including retail, restaurant, and office uses and residential uses. The "D" Limitation (Ordinance No. 164307) of the site further restricts the Project Site to a 3:1 FAR, except for projects approved under TFAR. Further, Footnote 2 of the Central City Community Plan states, "Corresponds to Height District No. 2-D; D limitation to 3:1 FAR except for transfer of floor area up to 6:1." In conjunction with the "2D" Height District, the Project is therefore permitted up to 6:1 FAR through a TFAR request. Upon approval of the TFAR request, the Project, including the VTTM, would be permissible within the proposed land use designation and zone. Additionally, the Project proposes a total of 300 hotel guest rooms and 250 residential units. The C2 Zone permits residential density at R4 standards, however, LAMC Section 12.22 C.3(c) does not limit density for Projects within the Greater Downtown Housing Incentive Area.

Furthermore, the Project Site is an existing infill lot located within a substantially developed urban area easily accessible via improved streets, highways, and transit systems, and with adequate infrastructure. The Project vicinity is developed with commercial and residential uses in several mid-rise buildings and adaptive reuse residential buildings, as well as the Los Angeles Convention Center, resulting in a neighborhood characterized by a wide variety of building sizes, heights, and architectural styles in the Downtown area of the City. The development of residential, hotel, and commercial uses in this location is permitted and compatible with other similar residential and commercial uses in the vicinity. There are no special circumstances that would preclude the proposed density on the subject property.

Therefore, the site is physically suitable for the proposed density of development.

- (e) THE DESIGN OF THE SUBDIVISION AND THE PROPOSED IMPROVEMENTS ARE NOT LIKELY TO CAUSE SUBSTANTIAL ENVIRONMENTAL DAMAGE OR SUBSTANTIALLY AND AVOIDABLY INJURE FISH OR WILDLIFE OR THEIR HABITAT.

The Project Site does not contain wetlands or riparian areas or have significant value as a wildlife habitat, and implementation of the Project would not harm protected species. The Project Site is situated in a heavily developed industrial area and is currently entirely developed with buildings and pavement. There are no natural open spaces with water courses such as streams or lakes within and/or directly adjacent to the Project Site and

³ The Project Site is located within the boundaries of the new Downtown Community Plan, which became effective on January 20, 2025 and updated and replaced the Central City North Community Plan; however, the Project is vested in the provisions of the Central City North Community Plan.

the Project Site and vicinity do not support any riparian or wetland habitat, as defined by Section 404 of the Clean Water Act. Furthermore, the Project Site is not located in or adjacent to a Biological Resource Area, as defined by the City, and are not within or near a designated Significant Ecological Area. The Project Site does not contain any natural open spaces, act as a wildlife corridor, migratory corridors, conflict with a Habitat Conservation Plan, nor possess any areas of significant biological resource value.

There are no trees on the Project site, however there are seven street trees located within the public ROW surrounding the Project Site, all of which would be removed as part of the Project and replaced to the satisfaction of the Urban Forestry Division. None are significant protected trees, and they do not possess significant value as habitat. Therefore, no impacts to candidate, sensitive, or special status plant species would occur.

As noted above, the Project Site is developed with existing buildings and surface parking areas, and does not contain any natural open spaces, act as a wildlife corridor, or contain riparian habitat, wetland habitat, or migratory corridors. The Project would not conflict with any protected tree ordinance or Habitat Conservation Plan, nor possess any areas of significant biological resource value. Therefore, the design of the subdivision would not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

(f) THE DESIGN OF THE SUBDIVISION AND THE PROPOSED IMPROVEMENTS ARE NOT LIKELY TO CAUSE SERIOUS PUBLIC HEALTH PROBLEMS.

The proposed subdivision and subsequent improvements are subject to the provisions of the LAMC (e.g., the Fire Code, Planning and Zoning Code, Health and Safety Code, etc.) and the Building Code. Other health and safety-related requirements as mandated by law would apply where applicable to ensure the public health and welfare (e.g., asbestos abatement, seismic safety, flood hazard management, etc.).

The VTTM subdivision design is a single ground lot with four airspace lots to allow for a two-tower, mixed use development consisting of residential dwelling units, hotel guest rooms, and ground floor retail. The design and layout of the map is consistent with the design standards established by the Subdivision Map Act and Division of Land Regulations of the LAMC. The VTTM was distributed to and reviewed by the various City agencies of the Subdivision Committee, including, but not limited to, the Bureau of Engineering (BOE), LADBS - Grading Division and Zoning Division, Bureau of Street Lighting, Bureau of Street Services - Urban Forestry Division, and Department of Recreation and Parks, that have the authority to make dedication, and/or improvement recommendations. Several public agencies found the subdivision design satisfactory, with imposed improvement requirements and/or conditions of approval. Specifically, the LADBS - Grading Division has reviewed the VTTM prepared for the Project and has determined that geology/soils reports are not needed as the Project is not located within a Hillside Area, Liquefaction Zone, or earthquake hazard zone.

The Project Site is located within an urbanized area, has been previously developed, and has an approximately two-foot grade change from Flower Street to Hope Street. The Project Site is located within the Puente Hills Blind Thrust Fault Zone and will comply with all applicable building safety standards, and is located within a 500-year flood zone, but would not impede or redirect flood flows, increase runoff or the potential for on- or off-site flooding. The Project Site is not located in any other hazard zone, such as a Very High Fire Hazard Severity Zone, Alquist-Priolo Zone, Fault Rupture Study Area, Landslide

Zone, or Tsunami Inundation Zone. The Project Site is located within a designated Methane Buffer Zone mapped by the City and would therefore be subject to the Methane Requirements in Division 71 Section 91.7103 of the LAMC. Additionally, Phase I and II ESAs were prepared to identify any potential hazardous environmental conditions. The Phase II ESA concluded that no further investigation is warranted at this time. The Project Site will be redeveloped with residential uses and has been conditioned to comply with the (MMP) adopted as part of the SCEA, which was adopted by the City Council on October 1, 2024 for the Project. Specifically, a Soils Management Plan has been incorporated as Mitigation Measure MM-HAZ-1, wherein, in the event that hazardous materials are discovered during the construction phase, the transport and disposal of any hazardous materials and soil shall obtain approval from LAFD and LADBS. In addition, prior to the issuance of any permits, the Project would be reviewed and approved by LADBS and LAFD to ensure compliance with building, fire, and safety codes.

The SCEA fully analyzed the impacts of both construction and operation of the Project on the existing public utility and sewer systems and determined that impacts are less than significant. Additionally, BOE has reported that the proposed subdivision does not violate the existing California Water Code. As discussed in the SCEA, the development is required to be connected to the City's sanitary sewer system, where the sewage will be directed to the Hyperion Treatment Plant, which meets Statewide Ocean discharge standards. The subdivision will be connected to the public sewer system and will have only a minor incremental increase on the effluent treated by the Hyperion Treatment Plant, which has adequate capacity to serve the project. Moreover, as required by LAMC Section 64.15, further detailed gauging and evaluation will be conducted as part of the required building permit process for the Project, including the requirement to obtain final approval of an updated Sewer Capacity Availability Report demonstrating adequate capacity. In addition, Project-related sanitary sewer connections and on-site water and wastewater infrastructure will be designed and constructed in accordance with applicable LASAN and California Plumbing Code standards.

Therefore, the design of the subdivision and the proposed improvements are not likely to cause serious public health problems.

- (g) THE DESIGN OF THE SUBDIVISION AND THE PROPOSED IMPROVEMENTS WILL NOT CONFLICT WITH EASEMENTS ACQUIRED BY THE PUBLIC AT LARGE FOR ACCESS THROUGH OR USE OF PROPERTY WITHIN THE PROPOSED SUBDIVISION.

There are no recorded instruments identifying easements encumbering the Project Site for the purpose of providing public access. The Project Site is surrounded by private properties that adjoin improved public streets and sidewalks designed and improved for the specific purpose of providing public access throughout the area. An unnamed alley exists to the rear of the Project Site, which the Project does not propose to modify. The Project Site does not adjoin or provide access to a natural habitat, public park, or any other officially recognized public recreation area. Necessary public access for roads and utilities will be acquired by the City prior to recordation of the proposed VTTM. As stated in the BOE's Project Specific Condition Nos. 1 and 2 as well as BOE's Standard Condition No. S-3(i), BOE is requiring an additional 3-foot-wide average sidewalk easement for both Flower Street and Venice Boulevard. BOE is also requiring the construction of a concrete curb, a concrete gutter, a full width concrete sidewalks with tree wells; as well as the repair and replacement of any damaged, cracked, or off-grade concrete sidewalk, integral concrete curb, gutter, concrete bus pad and/or roadway pavement and that all existing

curb ramps be reconstructed in accordance with BOE's Special Order 04-0222, including any necessary removal and reconstruction of the existing improvements to the satisfaction of the City Engineer.

Therefore, the design of the subdivision and the proposed improvements would not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

- (h) THE DESIGN OF THE PROPOSED SUBDIVISION WILL PROVIDE, TO THE EXTENT FEASIBLE, FOR FUTURE PASSIVE OR NATURAL HEATING OR COOLING OPPORTUNITIES IN THE SUBDIVISION. (REF. SECTION 66473.1)

In assessing the feasibility of passive or natural heating or cooling opportunities in the proposed subdivision design, the Applicant has prepared and submitted materials which consider the local climate, contours, configuration of the parcels to be subdivided, and other design and improvement requirements. A final solar report will be submitted to the Advisory Agency prior to the recordation of the final map as a condition of approval of the request herein.

Providing for passive or natural heating or cooling opportunities will not result in reducing allowable densities or the percentage of a lot which may be occupied by a building or structure under applicable planning and zoning in effect at the time the vesting tentative tract map was filed. Prior to obtaining a building permit, the subdivider shall consider building construction techniques, such as overhanging eaves, location of windows, insulation, exhaust fans, planting of trees for shade purposes, and the height of buildings on the site in relation to adjacent development.

These findings shall apply to both the tentative and final maps for VTTM No. 82213.

APPEAL PERIOD - EFFECTIVE DATE

This grant is not a permit or license and any permits and/or licenses required by law must be obtained from the proper public agency. If any Condition of this grant is violated or not complied with, then the applicant or their successor in interest may be prosecuted for violating these Conditions the same as for any violation of the requirements contained in the Los Angeles Municipal Code (LAMC).

This determination will become effective after the end of appeal period date on the first page of this document, unless an appeal is filed with the Department of City Planning. An appeal application must be submitted and paid for before 4:30 PM (PST) on the final day to appeal the determination. Should the final day fall on a weekend or legal City holiday, the time for filing an appeal shall be extended to 4:30 PM (PST) on the next succeeding working day. Appeals should be filed early to ensure the Development Services Center (DSC) staff has adequate time to review and accept the documents, and to allow appellants time to submit payment.

An appeal may be filed utilizing the following options:

Online Application System (OAS): The OAS (<https://planning.lacity.gov/oas>) allows entitlement appeals to be submitted entirely electronically by allowing an appellant to fill out and submit an appeal application online directly to City Planning's DSC, and submit fee payment by credit card or e-check.

Drop off at DSC. Appeals of this determination can be submitted in-person at the Metro or Van Nuys DSC locations, and payment can be made by credit card or check. City Planning has established drop-off areas at the DSCs with physical boxes where appellants can drop off appeal applications; alternatively, appeal applications can be filed with staff at DSC public counters. Appeal applications must be on the prescribed forms, and accompanied by the required fee and a copy of the determination letter. Appeal applications shall be received by the DSC public counter and paid for on or before the above date or the appeal will not be accepted.

Forms are available online at <http://planning.lacity.gov/development-services/forms>. Public offices are located at:

Metro DSC	Van Nuys DSC	South LA DSC
201 N. Figueroa Street Los Angeles, CA 90012 planning.figcounter@lacity.org (213) 482-7077	6262 Van Nuys Boulevard Van Nuys, CA 91401 planning.mbc2@lacity.org (818) 374-5050	(In person appointments available on Tuesdays and Thursdays 8am-4pm only) 8475 S. Vermont Avenue 1st Floor Los Angeles, CA 90044 planning.southla@lacity.org

City Planning staff may follow up with the appellant via email and/or phone if there are any questions or missing materials in the appeal submission, to ensure that the appeal package is complete and meets the applicable LAMC provisions.

If you seek judicial review of any decision of the City pursuant to California Code of Civil Procedure Section 1094.5, the petition for writ of mandate pursuant to that section must be filed no later than the 90th day following the date on which the City's decision became final pursuant to California Code of Civil Procedure Section 1094.6. There may be other time limits which also affect your ability to seek judicial review.

Verification of condition compliance with building plans and/or building permit applications are done at the City Planning Metro or Valley DSC locations. An in-person or virtual appointment for Condition Clearance can be made through the City's [BuildLA](#) portal (appointments.lacity.gov). The applicant is further advised to notify any consultant representing you of this requirement as well.



QR Code to
Online Appeal Filing



QR Code to Forms for In-
Person Appeal Filing



QR Code to BuildLA
Appointment Portal for
Condition Clearance

Paul Caporaso

Paul Caporaso, City Planner
Deputy Advisory Agency

DATE OF MAP: JUNE 11, 2018

DATE OF FIELD SURVEY: MAY 29, 2018

SITE ADDRESSES: 1600, 1606, 1616, 1618 S. FLOWER STREET, 1601, 1611, 1617, 1623 S. HOPE STREET, 426 AND 440 W. VENICE BOULEVARD LOS ANGELES, CA 90015

PROJECT DESCRIPTION: A VESTING TENTATIVE TRACT MAP FOR THE PURPOSE OF CREATING A SINGLE (1) GROUND LOT AND 4 AIRSPACE LOTS TO FACILITATE THE CONSTRUCTION OF A MIXED USE DEVELOPMENT.

A.P.N.: 5134-008-006

THOMAS GUIDE PAGE: 634-D6

EXISTING LEGAL DESCRIPTION:
REAL PROPERTY IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOTS 1, TRACT 22198, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 791 PAGES 19 AND 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

GROSS LOT AREA: 110,035 SQUARE FEET, 2.53 ACRES (AREA INCLUDED UP TO THE CENTERLINES OF ADJACENT STREETS AND ALLEY)

EXISTING NET LOT AREA: 75,503 SQUARE FEET, 1.73 ACRES (GROSS LESS EXISTING RIGHT OF WAY)

POST-DEDICATED LOT AREA: 68,863 SQUARE FEET, 1.58 ACRES (GROSS LESS PROPOSED DEDICATION)

EXISTING ZONING(LAND USE): C2-2D-O (COMMERCIAL)

MAXIMUM HEIGHT = NO HEIGHT LIMIT
PROPOSED HEIGHT = UP TO 260'

SETBACKS
REQUIRED / PROVIDED*
FRONT = 0 FT / 0 FT
SIDE = 0 FT / 0 FT
REAR = 0 FT / 0 FT
*DOWNTOWN GREATER HOUSING INCENTIVE AND LAMC 12.22.A.18

COMMUNITY PLAN: COMMUNITY COMMERCIAL
AREA PLANNING COMMISSION: CENTRAL
MAP SHEET: 124-5A205

BENCHMARK: THE ELEVATION OF 226.378 ON BENCH MARK NO. 12-06271 (SPIKE IN S CURB VENICE BLVD; 0.7FT W/O BCR W/O FIGUEROA STREET) NAVD 1988 DATUM, 2000 ADJUSTMENT, AS SHOWN IN CITY OF LOS ANGELES NAVIGATE L.A. DATABASE WAS USED AS ELEVATION DATUM FOR THIS SURVEY.

FLOOD ZONE: THIS PROPERTY LIES WITHIN ZONE "X" AS SHOWN ON FIRM MAP COMMUNITY PANEL NUMBER OF 06037C1620F DATED SEPTEMBER 26, 2008. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

- NOTE:
- MIXED USE SUBDIVISION
 - BOUNDARY SHOWN HEREON IS PER FIELD MEASUREMENTS
 - EXISTING SITE IMPROVEMENTS: TBR
 - PROPOSED STRUCTURES SHOWN HEREON ARE APPROXIMATE
 - THERE ARE NO PROTECTED TREES ON THE SITE.
 - FOR THE CONSTRUCTION, USE AND MAINTENANCE OF A 4 LOT AIRSPACE SUBDIVISION CONTAINING ONE 22 STORY AND ONE 23 STORY BUILDING, ONE LOT BEING RESIDENTIAL, ONE LOT BEING COMMERCIAL, ONE LOT BEING COMMON AREA/PARKING AND ONE ADVERTISEMENT LOT
 - CENTRAL TRASH COLLECTION.
 - SEWERS ARE IN AND AVAILABLE
 - UTILITY INFORMATION SHOWN HEREON IS PER RECORD DATA AND IS ONLY AS ACCURATE AS SAID DATA.
 - SITE IS NOT LOCATED IN A HILLSIDE AREA
 - TRANSIT ORIENTED COMMUNITY (TOC) - TIER 3
 - METHANE HAZARD SITE - METHANE ZONE
 - LOCATED WITHIN FAULT ZONE

ALLOWABLE FAR = PER ORDINANCE 164307-SA3505, 3:1 FAR AND MAY INCREASE UP TO 6:1 FAR THROUGH A TRANSFER OF FLOOR AREA (TFAR) DISCRETIONARY ENTITLEMENT (APPROXIMATELY 453,018 SF)

TOTAL PROVIDED FAR = 6:1 (APPROXIMATELY 452,639 SF)

PROPOSED RES. DENSITY = UP TO 250 UNITS

PROPOSED HOTEL DENSITY = UP TO 300 GUEST ROOMS

PARKING
COMMERCIAL: PER LAMC 12.21.A.4.X.3
RESIDENTIAL AND HOTEL: PER LAMC 12.21.A.4.P
BICYCLE: PER LAMC 12.21.A.16

Owner/Subdivider:

Venice Hope Group, LLC
888 S. Figueroa Street, Suite 1900
Los Angeles, CA 90017
(213) 745-5191

Prepared By:

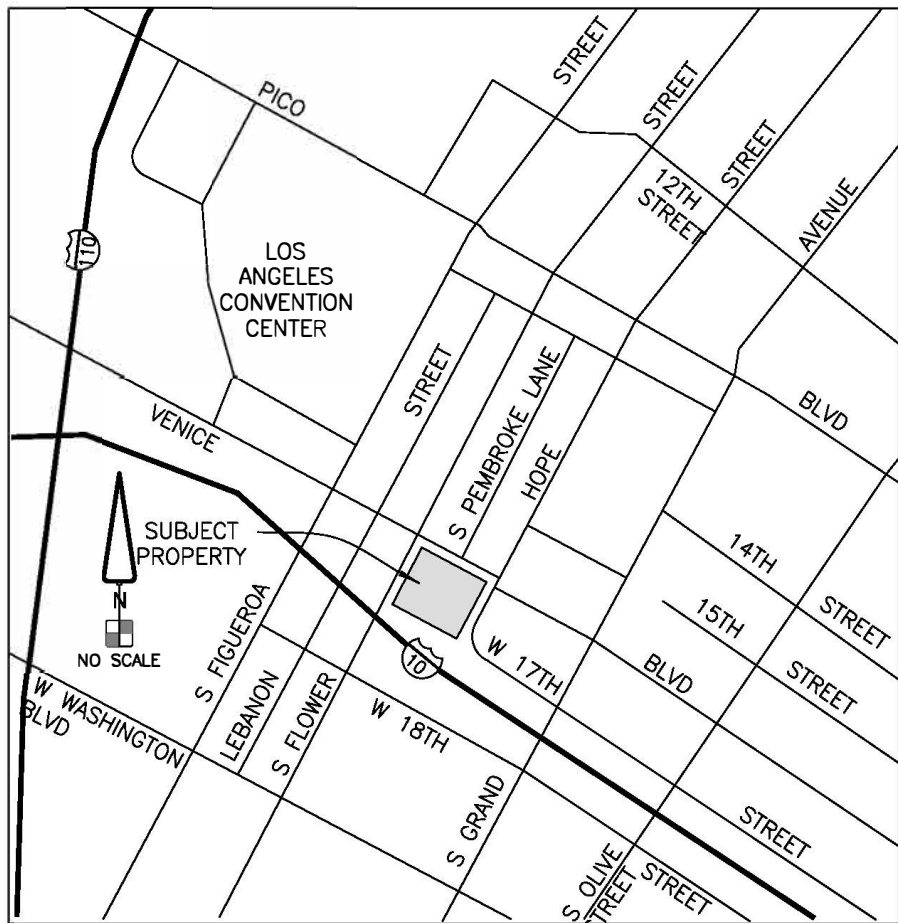
Hahn and Associates, Inc.
28368 Constellation Road, Unit 300
Santa Clarita, CA 91355
(661) 775-9500

H HAHN
AND ASSOCIATES, INC.



DATE OF SIGNATURE: JUNE 11, 2018

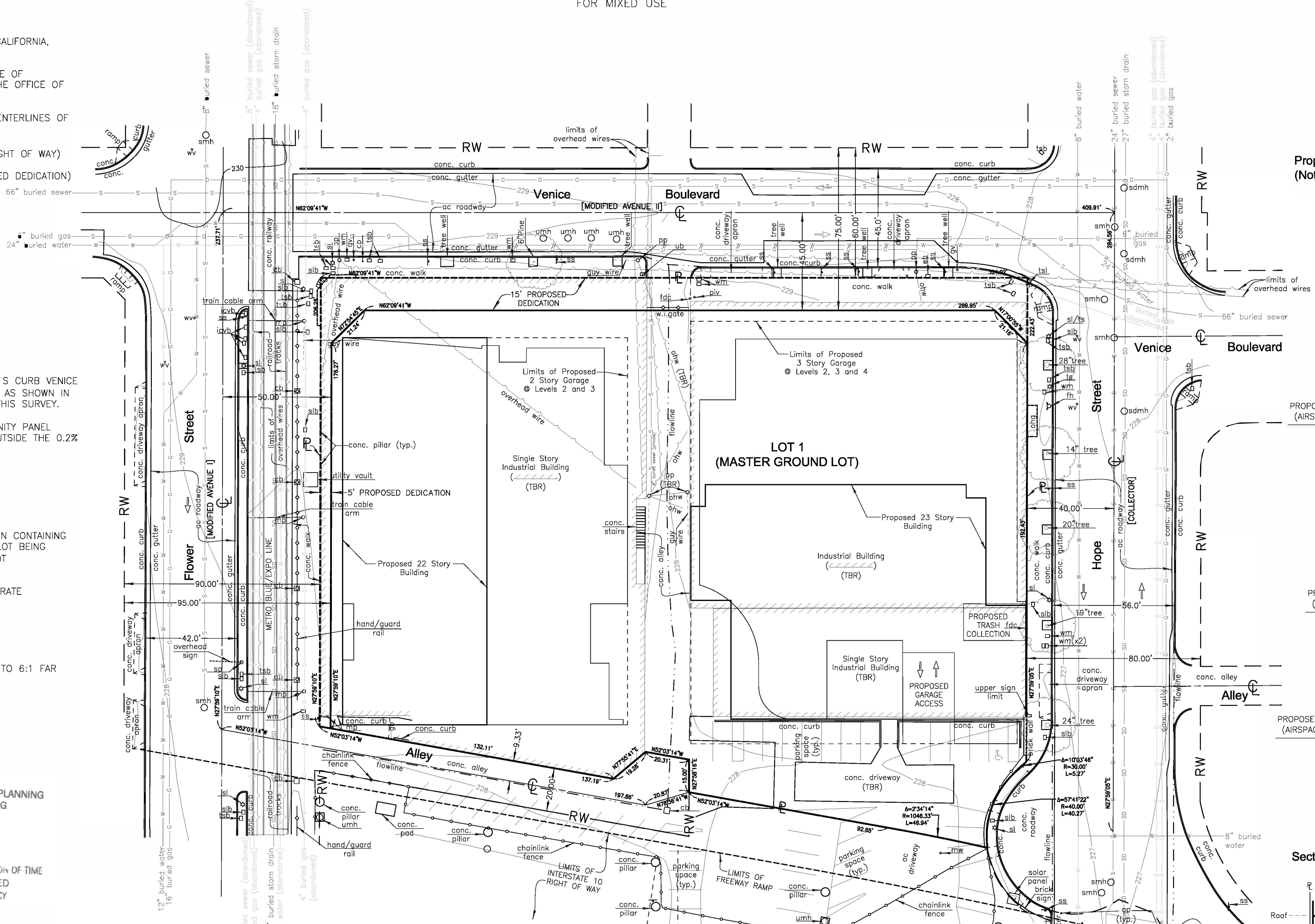
Vicinity Map:



VESTING TENTATIVE TRACT NO.82213

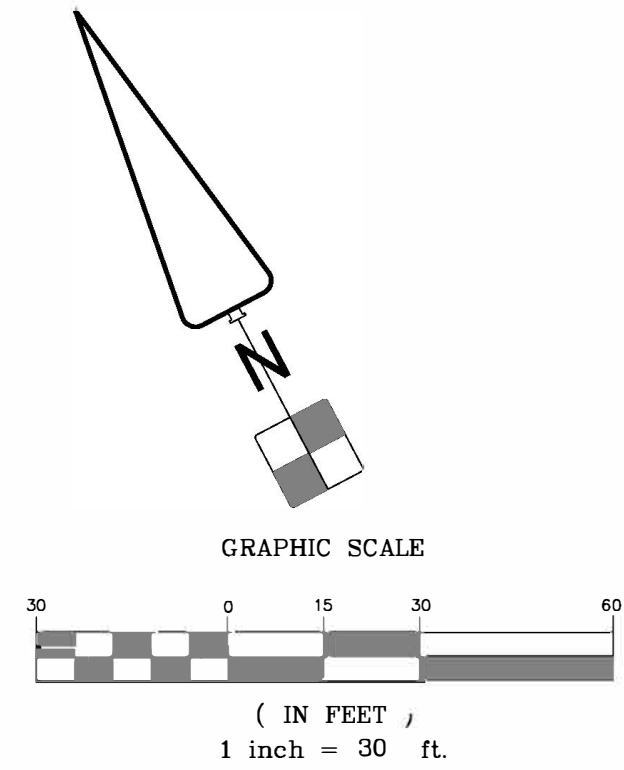
BEING A SUBDIVISION OF LOTS 1, TRACT NO. 22198, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 791 PAGES 19-20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FOR MIXED USE

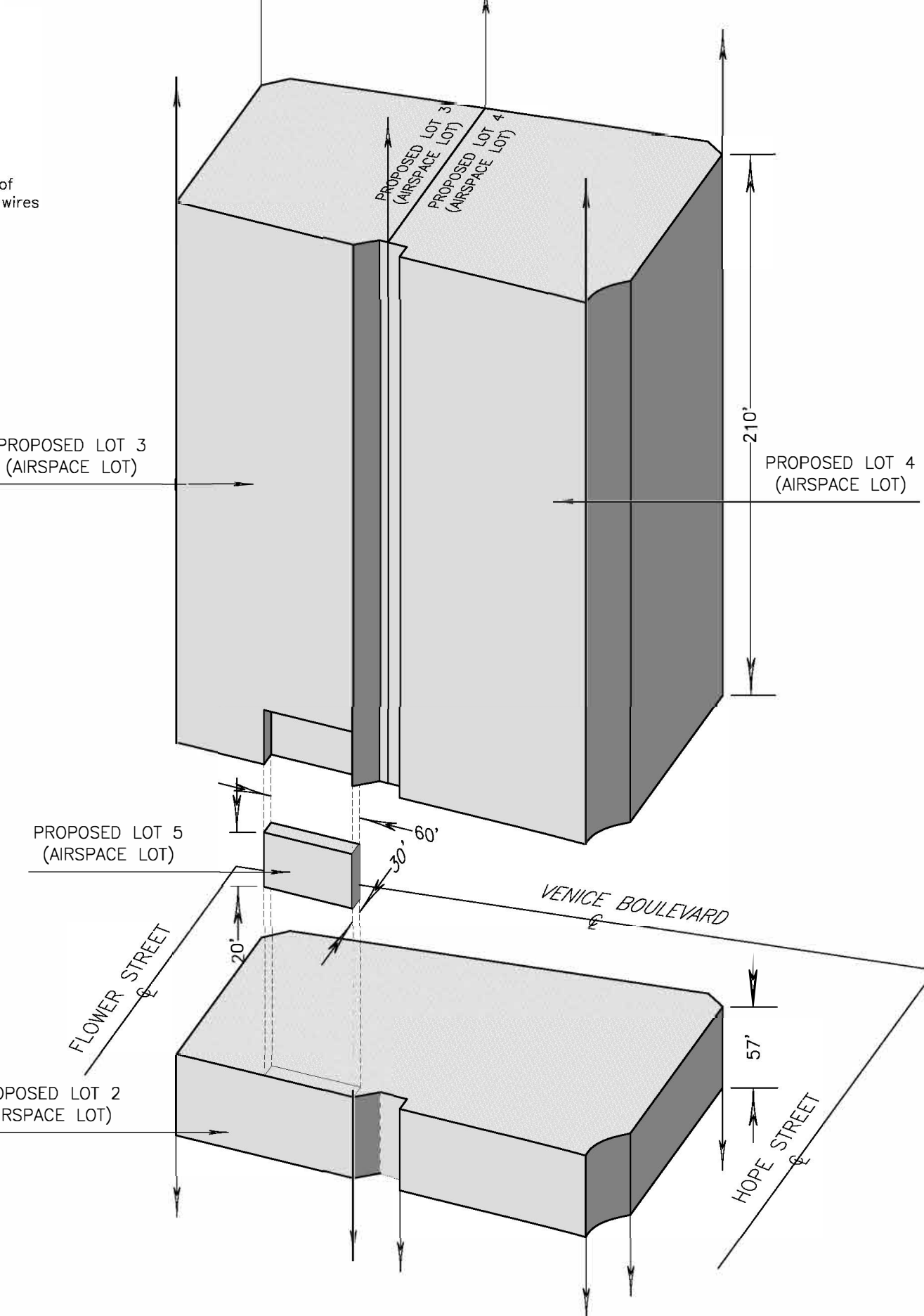


Legend:

- ac = asphalt concrete
- cb = catch basin
- conc = concrete
- gp = guard post
- gv = gas valve
- icvb = irrigation control valve box
- mp = metal post
- ohw = overhead wire
- pp = power pole
- sdmh = storm drain manhole
- sl = street light
- slb = street light box
- smh = sewer manhole
- sp = stucco pillar
- ss = street sign
- TBR = to be removed
- tsb = traffic signal box
- tsl = traffic signal light
- umh = utility manhole
- w.i. = wrought iron
- wm = water meter
- wv = water valve
- h = handicap parking
- P = property line
- C = centerline
- RW = right of way
- = buried sewer
- = buried water
- = buried gas
- = buried storm drain
- = overhead wires
- = refers to driving lane and direction of traffic



Proposed Airspace Lots:
(Not To Scale)



Section View (Proposed Usage):

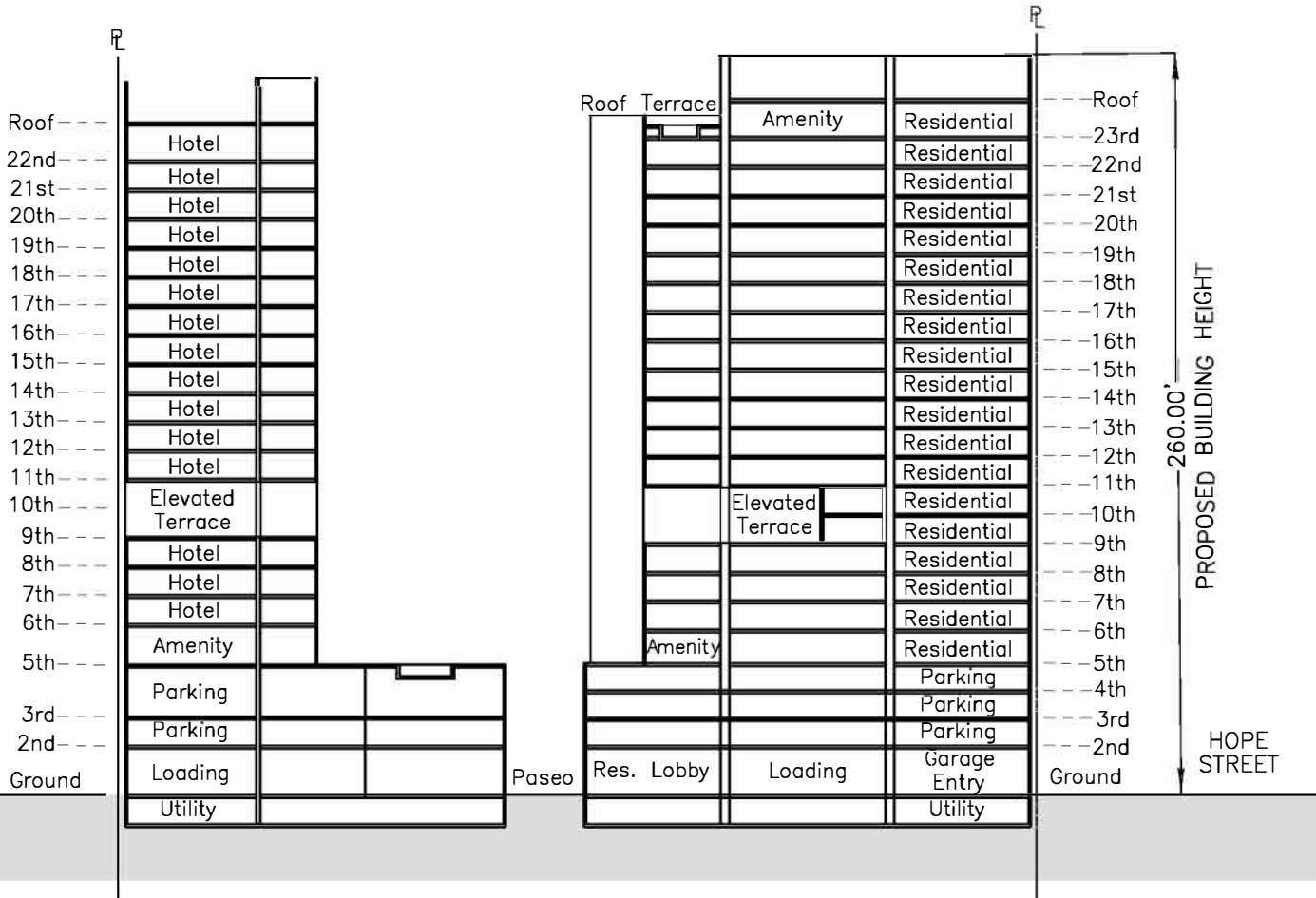


EXHIBIT D

MITIGATION MONITORING PROGRAM

VTT-82213-1A

July 10, 2025

South Park Towers Project Mitigation Monitoring Program

Case Number: ENV-2018-3337-SCEA

1.1 INTRODUCTION

This Mitigation Monitoring Program (MMP) has been prepared pursuant to Public Resources Code Section 21081.6, which requires a Lead Agency to adopt a “reporting or monitoring program for changes to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment.” In addition, Section 15097(a) of the State CEQA Guidelines requires that a public agency adopt a program for monitoring or reporting mitigation measures and project revisions, which it has required to mitigate or avoid significant environmental effects. This MMP has been prepared in compliance with the requirements of CEQA, Public Resources Code Section 21081.6 and Section 15097 of the State CEQA Guidelines.

The City of Los Angeles is the Lead Agency for the proposed South Park Towers Project (Project) and therefore is responsible for administering and implementing the MMP. A public agency may delegate reporting or monitoring responsibilities to another public agency or to a private entity that accepts the delegation; however, until mitigation measures have been completed, the Lead Agency remains responsible for ensuring that implementation of the mitigation measures occurs in accordance with the program.

A Sustainable Communities Environmental Assessment (SCEA) has been prepared to address the potential environmental impacts of the Project. The evaluation of the Project’s impacts in the SCEA takes into consideration the project design features (PDF) and applies mitigation measures (MM) as necessary to avoid or reduce potentially significant environmental impacts. This MMP is designed to monitor implementation of the PDFs and MMs identified for the Project.

1.2 ORGANIZATION

As shown on the following pages, each identified project design feature and mitigation measure for the Project is listed and categorized by environmental impact area, with accompanying identification of the following:

- Enforcement Agency: the agency with the power to enforce the PDF or MM.
- Monitoring Agency: the agency to which reports involving feasibility, compliance, implementation, and development are made.
- Monitoring Phase: the phase of the Project during which the PDF or MM shall be monitored.
- Monitoring Frequency: the frequency at which the PDF or MM shall be monitored.
- Action Indicating Compliance: the action by which the Enforcement or Monitoring Agency indicates that compliance with the identified PDF or required MM has been implemented.

1.3 ADMINISTRATIVE PROCEDURES AND ENFORCEMENT

This MMP shall be enforced throughout all phases of the Project. The Applicant shall be responsible for implementing each PDF and MM and shall be obligated to provide certification, as identified below, to the appropriate monitoring and enforcement agencies that each PDF and MM has been implemented. The Applicant shall maintain records demonstrating compliance with each PDF and MM. Such records shall be made available to the City upon request.

During the construction phase and prior to the issuance of building permits, the Applicant shall retain an independent Construction Monitor (either via the City or through a third-party consultant), approved by the Department of City Planning, who shall be responsible for monitoring implementation of PDFs and MMs during construction activities consistent with the monitoring phase and frequency set forth in this MMP.

The Construction Monitor shall also prepare documentation of the Applicant's compliance with the PDFs and MMs during construction every 90 days in a form satisfactory to the Department of City Planning. The documentation must be signed by the Applicant and Construction Monitor and be included as part of the Applicant's Compliance Report. The Construction Monitor shall be obligated to report to the Enforcement Agency of any non-compliance with the PDFs and MMs within two businesses days if the Applicant does not correct the non-compliance within a reasonable time of notification to the Applicant by the monitor or if the non-compliance is repeated. Such non-compliance shall be appropriately addressed by the Enforcement Agency.

1.4 PROGRAM MODIFICATION

After review and approval of the final MMP by the Lead Agency, minor changes and modifications to the MMP are permitted, but can only be made subject to City approval. The Lead Agency, in conjunction with any appropriate agencies or departments, will determine the adequacy of any proposed change or modification. This flexibility is necessary in light of the nature of the MMP and the need to protect the environment. No changes will be permitted unless the MMP continues to satisfy the requirements of CEQA, as determined by the Lead Agency.

The Project shall be in substantial conformance with the PDFs, RCMs, and MMs contained in this MMP. The enforcing departments or agencies may determine substantial conformance with PDFs and MMs in the MMP in their reasonable discretion. If the department or agency cannot find substantial conformance, a PDF or MM may be modified or deleted as follows: the enforcing department or agency, or the decision maker for a subsequent discretionary project related approval finds that the modification or deletion complies with CEQA, including CEQA Guidelines Sections 15162 and 15164, which could include the preparation of an addendum or subsequent environmental clearance, if necessary, to analyze the impacts from the modifications to or deletion of the PDFs or MMs. Any addendum or subsequent CEQA clearance shall explain why the PDF or MM is no longer needed, not feasible, or the other basis for modifying or deleting the PDF or MM, and that the modification will not result in a new significant impact consistent with the requirements of CEQA. Under this process, the modification or deletion of a PDF or MM shall not, in and of itself, require a modification to any Project discretionary approval unless the Director of Planning also finds that the change to the PDF or MM results in a substantial change to the Project or the non-environmental conditions of approval.

1.5 MITIGATION MONITORING PROGRAM

A. Hazards and Hazardous Materials

Mitigation Measures

MM-HAZ-1 Soil Management Plan

- A Soils Management Plan (SMP) shall be prepared and implemented to provide a framework under which work can proceed safely and contaminated soils can be properly handled, segregated, stockpiled and disposed of at a licensed disposal facility. Proper handling of the contaminated media would be required regardless of the contamination source.
- The Applicant shall provide confirmation that the VOC concentrations in soil vapor meet the residential scenario Department of Toxic Substances Control-modified Screening Levels (DTSC-SLs) established in DTSC's Human Health Risk Assessment (HHRA).
- In the event that hazardous soils or materials are discovered, the applicant shall obtain approval from the Fire Department and the Department of Public Works, for the transport, creation, use, containment, treatment, and disposal of the hazardous material(s) prior to the issuance of a use of land or building permit, or issuance of a change of occupancy.
- The SMP shall also contain procedures to be followed in the event that any undocumented subsurface features of potential environmental concern are encountered during the excavation grading, and/or other earthmoving activities. These procedures shall include safety training, testing protocols, decontamination and decommission.
- The SMP shall also include procedures for handling and transportation of soils with respect to nearby sensitive receptors, such as nearby residential uses. Impacted soil removed from the Project Site shall comply with the following:
 - A qualified environmental consultant shall be present on the Project Site at the start of soil disturbance activities in the known or suspected locations of contaminated soils and shall be on call at other times as necessary, to monitor compliance with the SMP and to actively monitor the soils and excavations of evidence of contamination (primarily VOCs, which includes PCE and TCE).
 - Soil Monitoring during soil disturbance include visual observation (soil staining), representative sampling via a photo ionization detector, and/or VOC monitoring.
 - Timely testing and sampling of soils is required so that VOC-contaminated soils can be separated from inert soils for proper disposal.
 - Impacted soil shall be transported to an approved treatment/disposal facility.
 - When loading into trucks is completed, and during transportation, no excavated material shall extend above the sides or rear of the truck or trailer.
 - Prior to covering/tarping, loaded impacted soil shall be wetted by spraying with dust inhibitors.
 - The trucks or trailers shall be completely covered/tarped prior to leaving the Project Site to prevent particulate emissions to the atmosphere.
 - The exterior of the trucks (including the tires) shall be cleaned off prior to the trucks leaving the excavation location.
 - Weekly inspections of all waste shall be performed by a qualified environmental consultant to document that waste is being managed in accordance with the SMP.

- **Enforcement Agency:** South Coast Air Quality Management District, Department of Building and Safety
- **Monitoring Agency:** Department of Building and Safety
- **Monitoring Phase:** Pre-Construction, Construction
- **Monitoring Frequency:** Once during plan check; Ongoing during field inspection
- **Action Indicating Compliance:** Building and Safety permit signoff

B. Noise

Mitigation Measures

Increased Noise Levels (Demolition, Grading, and Construction Activities)

MM-N-1 To the maximum extent possible, demolition and construction activities shall be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels.

- **Enforcement Agency:** Department of Building and Safety, Department of City Planning
- **Monitoring Agency:** Department of Building and Safety, Department of City Planning
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Once during plan check; Periodic field inspections
- **Action Indicating Compliance:** Field inspection sign-off

MM-N-2 The project contractor shall use power construction equipment with noise shielding and muffling devices.

- **Enforcement Agency:** Department of Building and Safety, Department of City Planning
- **Monitoring Agency:** Department of Building and Safety, Department of City Planning
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Once during plan check; Periodic field inspections
- **Action Indicating Compliance:** Field inspection sign-off

MM-N-3 The project contractor shall erect temporary noise-attenuating sound barriers along the northern and eastern perimeters of the Project Site fronting Venice Street and Hope Street. The sound barrier along the Venice Street frontage shall be designed to provide a minimum sound attenuation of -12.5 dBA. The sound barrier along Hope Street shall be designed to provide a minimum sound attenuation of -10 dBA. The sound wall shall be a minimum of 8 feet in height to block the line-of-site of construction equipment and off-site receptors at the ground level. The sound barrier shall include ¾ inch plywood or other sound absorbing material.

- **Enforcement Agency:** Department of Building and Safety, Department of City Planning
- **Monitoring Agency:** Department of Building and Safety, Department of City Planning
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Once during plan check; Periodic field inspections
- **Action Indicating Compliance:** Field inspection sign-off

MM-N-4 During structural framing, the project contractor shall utilize temporary portable acoustic barriers, partitions, or acoustic blankets to effectively block the line-of-sight between noise producing equipment and the adjacent residential land uses for purposes of ensuring noise levels at the adjacent sensitive receptors does not exceed 5 dBA over the ambient noise levels.

- **Enforcement Agency:** Department of Building and Safety, Department of City Planning
- **Monitoring Agency:** Department of Building and Safety, Department of City Planning
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Once during plan check; Periodic field inspections
- **Action Indicating Compliance:** Field inspection sign-off

MM-N-5 An information sign shall be posted at the entrance to each construction site that identifies the permitted construction hours and provides a telephone number to call and receive information about the construction project or to report complaints regarding excessive noise levels. Any reasonable complaints shall be rectified within 24 hours of their receipt.

- **Enforcement Agency:** Department of Building and Safety, Department of City Planning
- **Monitoring Agency:** Department of Building and Safety, Department of City Planning
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Once during plan check; Periodic field inspections
- **Action Indicating Compliance:** Field inspection sign-off

MM-N-6 The Applicant and contractors shall maintain ongoing contact with administrator of Metro Charter Elementary School. The administrative offices shall be contacted when demolition, grading and construction activity begin on the Project Site so that students and their parents will know when such activities are to occur. There shall be no staging or parking of construction vehicles, including vehicles to transport workers on Hope Street, north of Venice Boulevard adjacent to the school. Due to noise impacts on the schools, no construction vehicles or haul trucks shall be staged or idled on Hope Street, north of the Venice Boulevard, adjacent to the school, during school hours.

- **Enforcement Agency:** Department of Building and Safety, Department of City Planning
- **Monitoring Agency:** Department of Building and Safety, Department of City Planning
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Once during plan check; Periodic field inspections
- **Action Indicating Compliance:** Field inspection sign-off

PPM-NOISE-2 Groundborne Vibration. The Project would incorporate the following measures from the SCAG PEIR Mitigation Measure PPM-NOISE-2:

(d) Restrict construction activities to permitted hours in accordance with local jurisdiction regulation.

(e) Properly maintain construction equipment and outfit construction equipment with the best available noise suppression devices (e.g., mufflers, silencers, wraps).

(f) Prohibit idling of construction equipment for extended periods of time in the vicinity of sensitive receptors.

- **Enforcement Agency:** Department of Building and Safety, Department of City Planning
- **Monitoring Agency:** Department of Building and Safety, Department of City Planning
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Once during plan check; Periodic field inspections
- **Action Indicating Compliance:** Field inspection sign-off

C. Public Services

Project Design Features

PDF-PS-1 Public Services (Police – Demolition / Construction Sites). Fences shall be constructed around the site to minimize trespassing, vandalism, short-cut attractions and attractive nuisances.

- **Enforcement Agency:** Los Angeles Police Department
- **Monitoring Agency:** Los Angeles Police Department, Department of City Planning
- **Monitoring Phase:** Pre-Construction
- **Monitoring Frequency:** Once, prior to issuance of building permit
- **Action Indicating Compliance:** Sign-off on LAPD reviewed diagrams; issuance of building permit

PDF-PS-2 Public Services (Police – Operation). The plans shall incorporate the design guidelines relative to security, semi-public and private spaces, which may include but not be limited to: surveillance cameras, access control to building, secured parking facilities, walls/fences with key systems, well-illuminated public and semi-public space designed with a minimum of dead space to eliminate areas of concealment, location of toilet facilities or building entrances in high-foot traffic areas, and provision of security guard patrol throughout the project site if needed.

- **Enforcement Agency:** Los Angeles Police Department, Department of City Planning
- **Monitoring Agency:** Los Angeles Police Department, Department of City Planning
- **Monitoring Phase:** Pre-Construction
- **Monitoring Frequency:** Once during plan check; Once prior to issuance of building permit
- **Action Indicating Compliance:** LAPD approval of plans; issuance of building permit

D. Transportation

Mitigation Measures

MM-T-1: Transportation Demand Management (TDM) Promotions and Marketing

The Project shall provide all eligible employees and residents with marketing and promotional materials to educate and inform travelers about site-specific transportation options and effects of their travel choices.

- **Enforcement Agency:** Department of Transportation, Department of City Planning

- **Monitoring Agency:** Department of Transportation, Department of City Planning
- **Monitoring Phase:** Certificate of Occupancy
- **Monitoring Frequency:** Once during plan check; on-going during operation.
- **Action Indicating Compliance:** Certificate of Occupancy.

MM-T-2 Shared Mobility

The project shall provide on-demand access to shared mobility options as an incentive to consider other transportation travel modes. The Project shall provide five car-share spaces, ten bike-share spaces, and a rideshare program.

- **Enforcement Agency:** Department of Transportation, Department of City Planning
- **Monitoring Agency:** Department of Transportation, Department of City Planning
- **Monitoring Phase:** Site Plan Review
- **Monitoring Frequency:** Once during plan check; on-going during operation.
- **Action Indicating Compliance:** Issuance of building permit; Certificate of Occupancy.

MM-T-3 Unbundle Parking

The Project shall provide unbundled parking which separates the leasing of parking from leasing of apartments so that residents must specifically opt in to paying to park a car. The analysis estimated that a parking space would cost at least \$220 per month for residents to lease. The Applicant shall unbundle parking costs from residential lease payments and charge at least \$220 per month per parking space for residents who park on site.

- **Enforcement Agency:** Department of Transportation, Department of City Planning
- **Monitoring Agency:** Department of Transportation, Department of City Planning
- **Monitoring Phase:** Certificate of Occupancy
- **Monitoring Frequency:** On-going during operation.
- **Action Indicating Compliance:** Issuance of building permit; Certificate of Occupancy.

E. Utilities and Service Systems

Project Design Features

PDF-PU-1 As part of its application for a water supply assessment from the LADWP, the Applicant would include the following water conservation measures that are in addition to those required by codes and ordinances for the entire Project:

- Fixtures
 - ENERGY STAR Certified Residential Dishwashers – standard with 3.0 gallons per cycle in lieu of 3.5 gallons per cycle
 - High Efficiency Toilets with flush volume of 1.1 gallons of water per flush (gpf) in lieu of 1.28 gpf
 - Showerheads with flow rate of 1.5 gallons per minute (gpm) in lieu of 1.8 gpm
- Landscape and Irrigation
 - Drip/Subsurface Irrigation (Micro-Irrigation)

- Proper Hydro-zoning/zoned Irrigation (groups plants with similar water requirements together)
- Pool
 - Domestic Pool/Spa recirculating filtration equipment
 - Water-Saving Pool Filter
- **Enforcement Agency:** Department of City Planning; Los Angeles Department of Water and Power
- **Monitoring Agency:** Department of City Planning
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Once prior to issuance of building permit
- **Action Indicating Compliance:** Issuance of building permit; Field inspection sign-off

- a. *Under the provisions of Section 62.201 of the Los Angeles Municipal Code, the following permit fee shall be required:*
- i. *A total of ~~52,000~~ 28,000 cubic yards of material moved .55 miles within the hillside at a rate of \$0.29 per cubic yard per mile would exceed the maximum chargeable under the Ordinance. Therefore, the maximum fee chargeable, \$3000.00 shall be due.*

[....]

No other changes are proposed. Additionally, the SCEA prepared for the case considered this larger value, so all impacts have been evaluated related to the haul route, and no change to the adopted SCEA is required.

Conclusion

Per LAMC Section 13A.2.8.E.1, unless otherwise required by a specific process, the appellate body shall hear the matter de novo, considering the whole of the project with no deference given to the decision of the initial decision maker. The appellate body shall make its decision based on the record before the initial decision maker and any other evidence or testimony presented at or before the appellant body's hearing.

As discussed above, no new substantial evidence was presented to dispute the findings of the VTTM. The VTTM made the prescribed findings demonstrating that the proposed map is consistent with the Subdivision Map Act, including consistency with the applicable general and specific plans, and that the site is physically suitable for the proposed type of development and density. The VTTM does not nullify the parking rights detailed in Case No. ZA-2003-9927-CUX-PA5 and under the proposed Project being considered under the related CPC case, eight replacement off-site parking spaces would be provided in conjunction with the proposed development of the Project Site.

Therefore, City Planning recommends that the CPC deny the appeal and sustain the decision of the Advisory Agency to approve Case No. VTT-82213, with modifications to correct the approved amount of soil to be hauled off-site in both the grant clause and in Condition 24.


INITIAL SUBMISSIONS

The following submissions by the public are in compliance with the Commission Rules and Operating Procedures (ROPs), Rule 4.3a. Please note that “compliance” means that the submission complies with deadline, delivery method (hard copy and/or electronic) AND the number of copies. The Commission’s ROPs can be accessed at <http://planning.lacity.org>, by selecting “Commissions & Hearings” and selecting the specific Commission.

The following submissions are not integrated or addressed in the Staff Report but have been distributed to the Commission.

Material which does not comply with the submission rules is not distributed to the Commission.

ENABLE BOOKMARKS ONLINE:

**If you are using Explorer, you will need to enable the Acrobat  toolbar to see the bookmarks on the left side of the screen.

If you are using Chrome, the bookmarks are on the upper right-side of the screen. If you do not want to use the bookmarks, simply scroll through the file.

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

Faramarz “Fred” Yadegar

Trustee of The T.O.Y. Family Trust

1721 S. Flower Street

Los Angeles, CA 90015

Phone: 213-268-5890

Email: sibelle.of.ca@gmail.com

June 12, 2025

Los Angeles City Planning Commission

200 N. Spring Street, Room 763

Los Angeles, CA 90012

Re: CPC-2018-3336-SN-A (Amendment)

Petition to Extend South Park Towers Sign District to 1721 S. Flower Street

Dear Chair and Commissioners,

I write to request that you amend the Supplemental Use Sign District (SN) established under **CPC-2018-3336-SN** for the South Park Towers project by extending its **southern boundary** to include **1721 S. Flower Street (APN 5126-010-008)**. This parcel, though just outside the current block, is functionally and legally tied to South Park Towers—and its exclusion now threatens both visual cohesion and longstanding vested rights.

1. Parcel’s Operating Tie via Recorded Covenant & Judgment

- **8-Space Parking Covenant** (Inst. No. 84-1182551, 10/1/84) grants eight garage spaces at South Park Towers for 1721 S. Flower.
- In **BC492202**, the Superior Court “**declared [the Covenant] to be valid and enforceable...forever**” (Judgment ¶ 1). Successive owners of the Towers site remain bound to honor those spaces.
- As a result, 1721 S. Flower is not independent of the main development—it **must** use the Towers’ podium garage for its Code-required parking.

2. Long-Standing Billboard & Imminent Revenue Harm

- For **30 years**, the owner of 1721 S. Flower has operated a **ground-mounted commercial billboard** on that lot under valid City permits.

- The new South Park Towers SN authorizes **11 large LED off-site signs** within 50–200 feet of 1721 S. Flower. Their brightness and animation will **drown out** the existing billboard, causing immediate loss of advertising revenue and irreparable business harm.
-

3. Sign District Cohesion & Legal Precedent

- **Visual Unity:** LAMC § 12.32 S empowers you to expand an SN when “necessary to preserve or enhance the unified character of a specified area.” Excluding APN 5126-010-008 leaves a regulatory “gap” on a lot whose only right to park, operate, and advertise flows from the Towers project itself.
 - **Binding Easements:** California courts treat off-site parking covenants as real-property easements that “touch and concern” the burdened land. In *Estate of Vardell*, 41 Cal.App.4th 1816 (1996), and *Franklin v. Scottish Co.*, 3 Cal.App.3d 8 (1970), the courts enforced non-contiguous parking easements against successive owners. Those same principles compel unified sign regulation here.
-

4. Requested Amendments

I respectfully ask that you:

1. **Extend the SN boundary** southward from the existing alley to include **APN 5126-010-008** (1721 S. Flower).
 2. Maintain all other sign-area limits, design controls, and Conditions of Approval from CPC-2018-3336-SN.
 3. **Convert** the existing ground-mounted billboard at 1721 S. Flower to a **double-sided LED sign**, consistent in size and illumination standards with the Towers’ new digital signs, to preserve the property’s thirty-year-vested advertising use.
-

5. Conclusion

Including 1721 S. Flower (APN 5126-010-008) in the sign district—and updating its billboard to LED—will:

- Preserve the Court-affirmed parking covenant rights;
- Prevent revenue-destroying visual competition with legacy advertising;

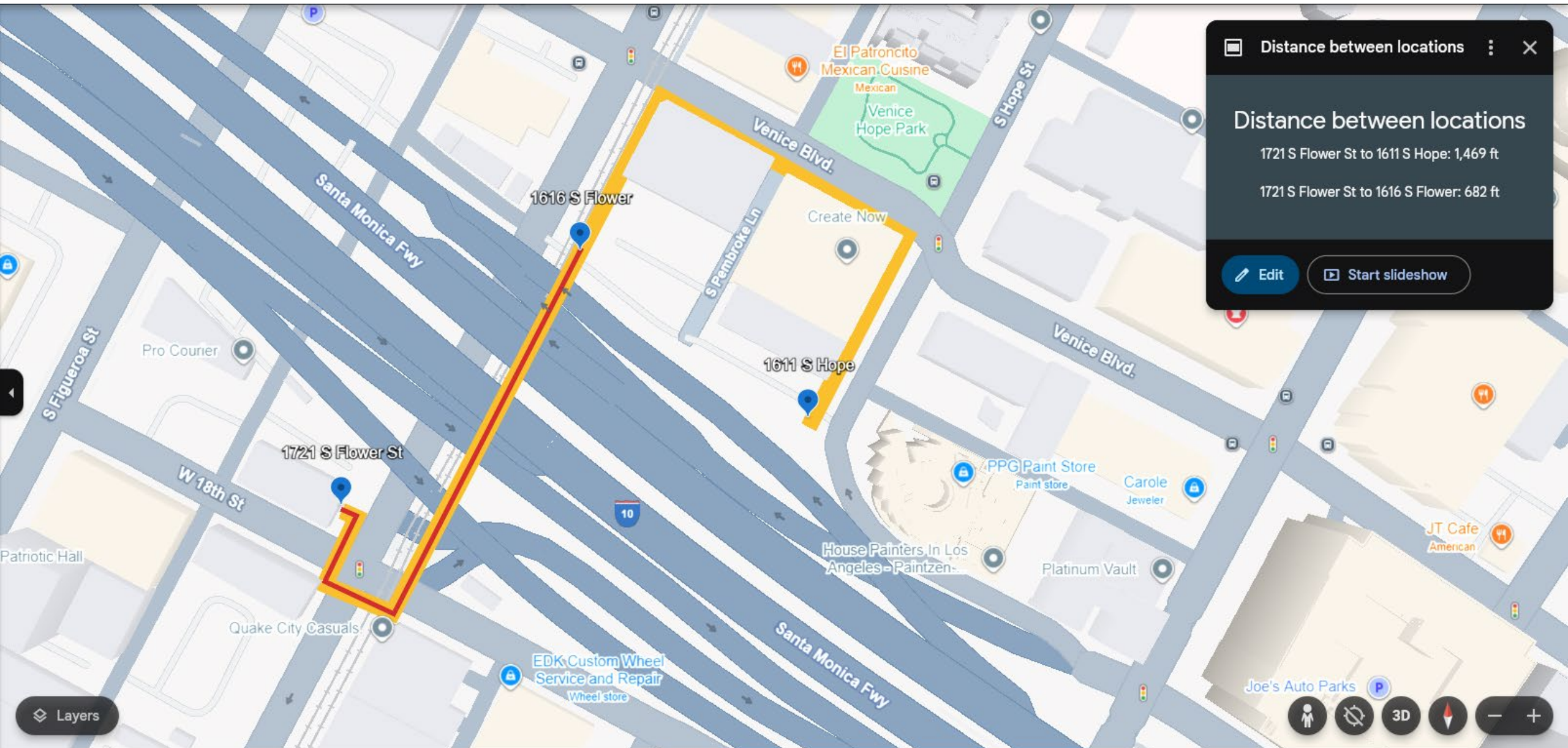
- Promote a cohesive, predictable signage environment across this single, integrated development.

Thank you for your consideration. I am available at **213-268-5890** or sibelle.of.ca@gmail.com to provide any additional information or to participate in the public hearing.

Respectfully submitted,

Faramarz “Fred” Yadegar

Trustee of The T.O.Y. Family Trust



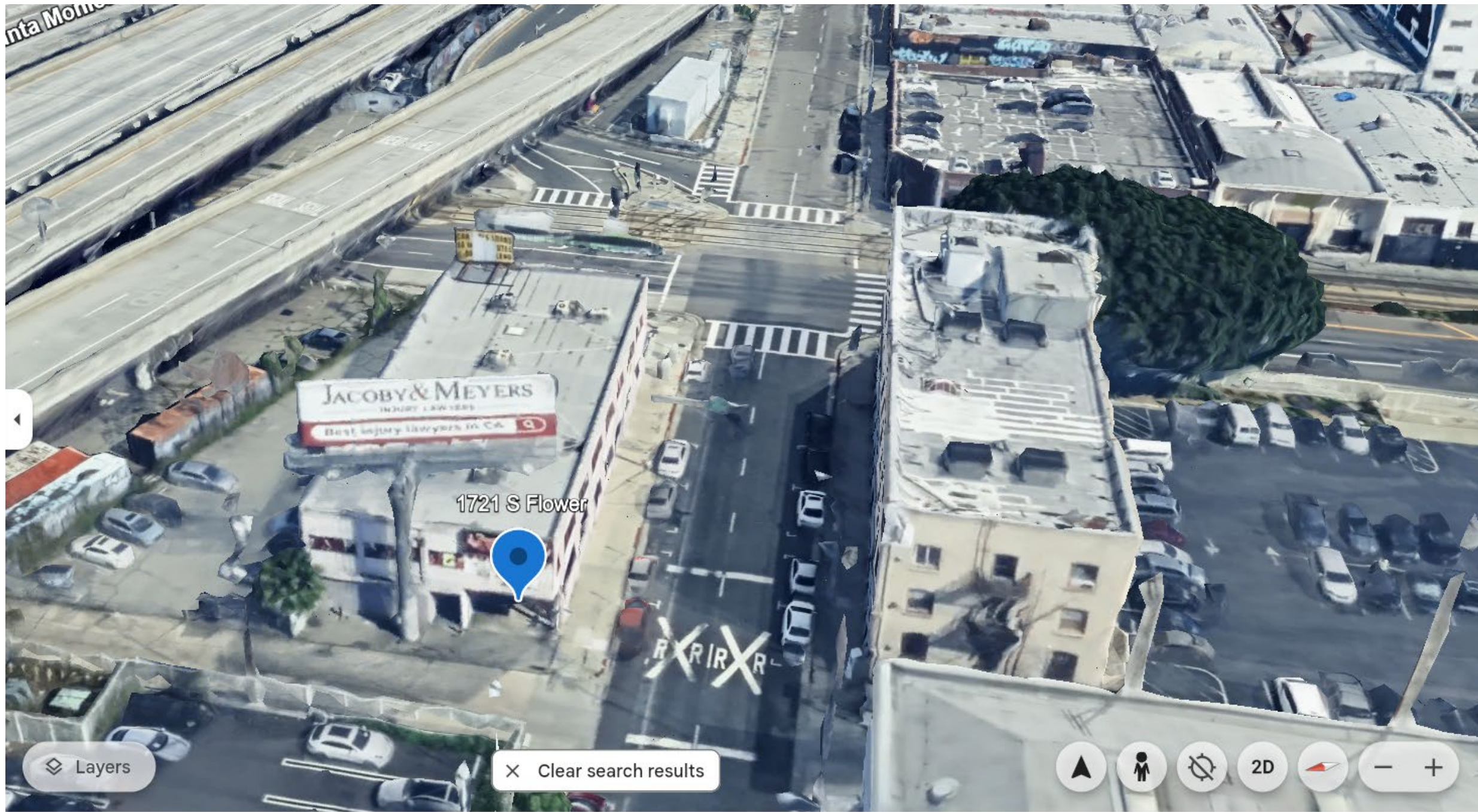
Distance between locations

Distance between locations

1721 S Flower St to 1611 S Hope: 1,469 ft

1721 S Flower St to 1616 S Flower: 682 ft

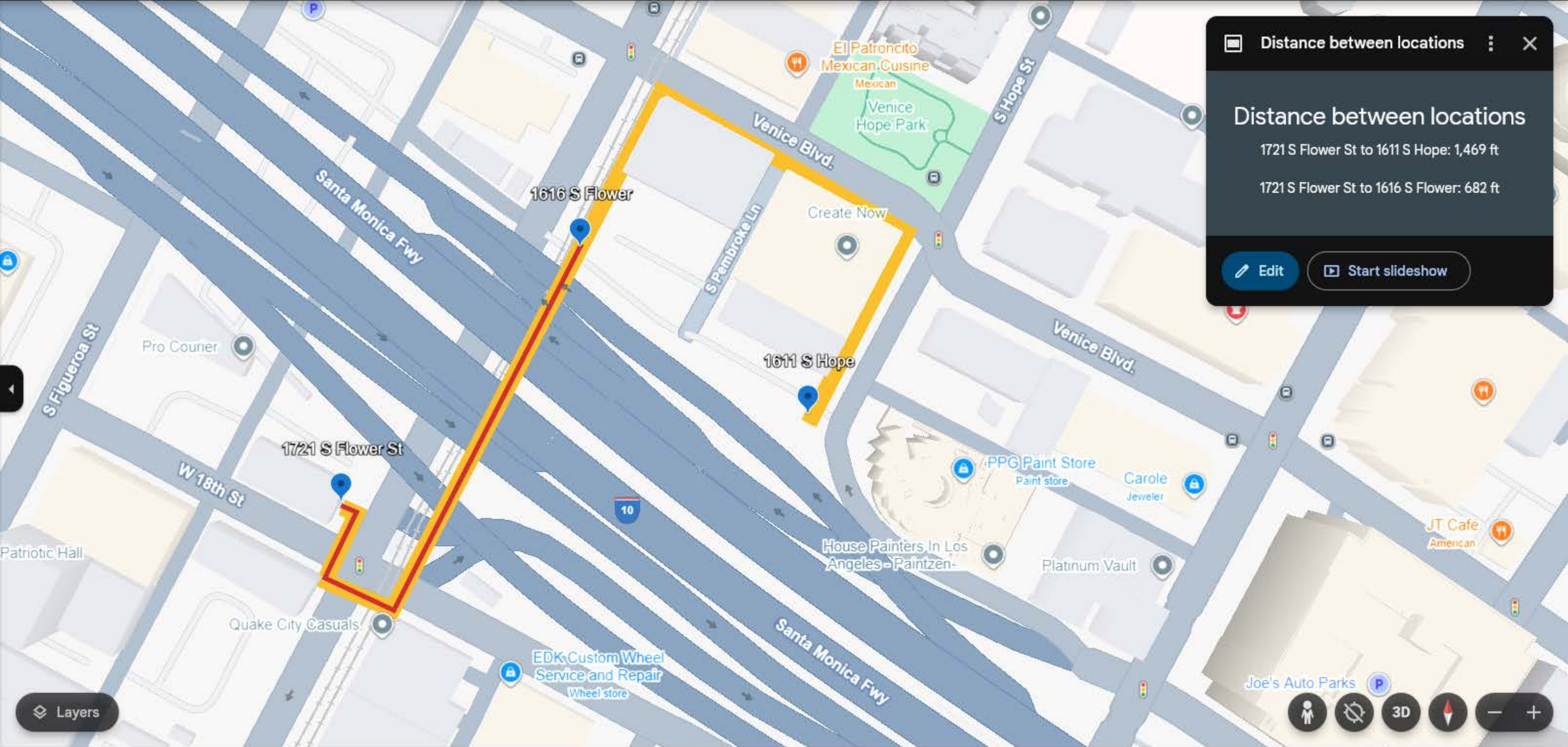
Edit Start slideshow



Layers

X Clear search results





Distance between locations

Distance between locations

1721 S Flower St to 1611 S Hope: 1,469 ft

1721 S Flower St to 1616 S Flower: 682 ft

Edit

Start slideshow



June 11, 2025

More Song, City Planner

more.song@lacity.org

(213) 978-1319

Dear City Planning Commission,

We are writing to you in support of the proposed 250-unit mixed use development at 1600 South Flower Street (1600-1618 South Flower Street, 1601-1623 South Hope Street, 426-440 West Venice Boulevard), case number CPC-2018-3336-SN-TDRCUB-SPR-MS. We urge the city to approve the project.

This South Park Towers Project is in a good location for housing, surrounded by bus stops and less than a half mile from Metro E and A line stops. Major employers, including Dignity Health - California Hospital Medical Center, Crypto.com Arena, L.A. Live, Peacock Theater, and the Los Angeles Convention Center, are less than one mile away. This project will replace commercial buildings and add 250 units of housing and 300 hotel rooms to serve the nearby entertainment attractions without the loss of any residential units. This is exactly the sort of dense residential development in a Transit Priority Area that the city should encourage. This project is good for Los Angeles and for the region and we urge the city to approve the project.

Best Regards,

Azeen Khanmalek
AHLA Executive Director

John Yi
Director of Organizing

Tami Kagan-Abrams
AHLA Project Director



CITY TOURISM DEPARTMENT

LOS ANGELES CONVENTION CENTER
1201 S. FIGUEROA STREET
LOS ANGELES, CA 90015

(213) 765-4601

June 9, 2025

Los Angeles City Planning Commission
200 North Spring Street
Los Angeles, CA 90012

SUBJECT: SOUTH PARK TOWERS PROJECT

Project Address: 1600-1618 South Flower Street, 1601-1623 South Hope Street, 426-440 West Venice Boulevard, Los Angeles, CA 90015

Case Numbers: CPC-2018-3336-SN-TDR-CUB-SPR-MS, VTT-82213, and ENV-2018-3337-SCEA

As Chief Tourism Officer and Executive Director of the Los Angeles City Tourism Department (CTD), I would like to express our support for the Venice Hope Group, LLC.'s proposed hotel, the South Park Towers Project (Project), at 1600 South Flower Street. The project's key location just blocks away from the Los Angeles Convention Center (LACC) would further the City's goals of increasing tourism and convention growth by adding more hotel rooms to meet future demand, which in turn increases economic development of the region and creates long-term benefits for our residents, businesses, and other stakeholders.

The mission of CTD is to enhance and increase Los Angeles' prominence as a world-class tourist and convention destination. CTD promotes policies that drive economic development, create jobs, and improve the experience visitors have when visiting the City's unique cultural, sports, entertainment, and leisure attractions.

This expansion also serves the goals of the City's Tourism Master Plan, which is a destination management plan that analyzes Los Angeles' tourism assets and looks at what infrastructure is required in order to handle the large increase in visitation expected in the upcoming years. Two key recommendations from the Tourism Master Plan are to support the proposed expansion of the LACC and to identify and advocate for new hotel development opportunities.

The Project would deliver 300 new hotel guest rooms, which would improve the City's hotel stock and be consistent with the goals of the Tourism Master Plan. Hotels are essential providers of high-quality jobs and account for a substantial part of the workforce in Los Angeles County. These entry-level, well-paying jobs lead to careers and economic stability.

Also, the Project has the ability to improve the City's tax base and help fund LA's General Fund to pay for City services. CTD welcomes projects willing to invest in the City and facilitate the continued strengthening of the hospitality industry. As the Project also contemplates 250 residential dwelling units and ground floor retail uses, the realization of this development would increase critical mass needed to support local and regional businesses.

For the reasons noted above, and generally to advance the City's major tourism-related initiatives and further build Los Angeles as a world-class destination, CTD enthusiastically supports the South Park Towers Project and looks forward to its approval and eventual opening.

Respectfully submitted,

A handwritten signature in black ink that reads "Doane Liu". The script is fluid and cursive, with the first letters of "Doane" and "Liu" being capitalized and prominent.

Doane Liu
Executive Director

DL:kn
Exec. Ref. 25-012

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

CERTIFICATE OF OCCUPANCY

OWNER YADEGAR, FARAMARZ TR T O Y FAMILY TRUST 0 PO BOX 16152 BEVERLY HILLS CA 90209	No building or structure or portion thereof and no trailer park or portion thereof shall be used or occupied until a Certificate of Occupancy has been issued thereof. Section 91.109.1 LAMC CERTIFICATE: Pending-Review BY: RICKEY JACKSON DATE: 11/24/2015
---	--

SITE IDENTIFICATION
ADDRESS: 1721 S FLOWER ST 90015

LEGAL DESCRIPTION	BLOCK	LOT(s)	ARB	CO. MAP REF #	PARCEL PIN	APN
TRACT WRIGHT TRACT		15		M R 10-32	124-5A205 141	5126-010-008


This certifies that, so far as ascertained or made known to the undersigned, the vacant land, building or portion of building described below and located at the above address(es) complies with the applicable construction requirements (Chapter 9) and/or the applicable zoning requirements (Chapter 1) of the Los Angeles Municipal Code for the use and occupancy group in which it is classified and is subject to any affidavits or building and zoning code modifications whether listed or not.

COMMENT Convert 2nd Fl. of (E) office/warehouse/garage to hostess dance hall per ZA 99-2571 (CUX) 16 required parking spaces for existing uses (under modification per ZA 2003-9927) 8 offsite parking located at 1616 S Flower.

USE	PRIMARY	OTHER
	Dance Hall - hostess	Night Club Office

PERMITS
00016-10000-18797 | 15016-10000-24130 |

STRUCTURAL INVENTORY		
ITEM DESCRIPTION	CHANGED	TOTAL
Floor Area (ZC)	0 Sqft	
A2 Occ. Group	0 Sqft	
A2 Occ. Load	232 Max Occ.	232 Max Occ.
Parking Req'd for Site (Auto+Bicycle)	16 Stalls	16 Stalls
Provided Offsite for Bldg	8 Stalls	8 Stalls

**CITY LA DBS**
DEPARTMENT OF BUILDING AND SAFETY

APPROVAL
CERTIFICATE NUMBER: 142167
BRANCH OFFICE: LA
COUNCIL DISTRICT: 9
BUREAU: INSPECTN
DIVISION: BLDGINSP
STATUS: Intent to Correct CofO
STATUS BY: RICKEY JACKSON
STATUS DATE: 11/24/2015

PERMIT DETAIL

PERMIT NUMBER PERMIT ADDRESS

00016-10000-18797 1721 S Flower St

PERMIT DESCRIPTION

Change of use from office/warehouse/garage to hostess dance hall/
warehouse/garage per ZA 99-2571 (CUX) (Expired after 5 years) Change is on 2nd
floor only. No food or drink allowed.TO ESTABLISH THE REQUIRED PARKING FOR THE EXISTING USES
UNDER MODIFICATION PER ZA 2003-9927(PA4), DATED JANUARY 26,
2012.

STATUS - DATE - BY

Permit Finaled - 11/10/2015

RICKEY JACKSON

15016-10000-24130 1721 S Flower St

Issued - 11/10/2015

COMCASH COMCASH

PARCEL INFORMATIONArea Planning Commission: South Los Angeles
Certified Neighborhood Council: Downtown Los Angeles
Community Plan Area: Southeast Los Angeles
Energy Zone: 8
Methane Hazard Site: Methane Zone
Oil Well: None
Thomas Brothers Map Grid: 634-D6Census Tract: 2240.10
Cmpt. Fill Grd.: CFG 2000
Council District: 9
Fire District: 2
Near Source Zone Distance: 7.96519
Parking Dist.: CCPD
Zone: M2-2-OCensus Tract: 2240.20
Cmpt. Fill Grd.: CFG-2000
District Map: 124-5A205
LADBS Branch Office: LA
Near Source Zone Distance: 0
Thomas Brothers Map Grid: 634**PARCEL DOCUMENT**

Affidavit (AFF) AFF 52339

City Planning Cases (CPC) CPC 84-0226 (SP)

City Planning Cases (CPC) CPC-1990-346-CA

City Planning Cases (CPC) CPC-2005-361-CA

Community Development Block Grant (CDBG) LARZ-Central
City

Ordinance (ORD) ORD 162128

Ordinance (ORD) ORD-162128

Parking Layout (PKLY) PKG-5267

Zoning Administrator's Case (ZA) ZA-1999-2571-CUX

Zoning Administrator's Case (ZA) ZA-2003-9927-CU

Zoning Information File (ZI) ZI 1941

Zoning Information File (ZI) ZI-1941 Council District 9
Redevelopment ProjectZoning Information File (ZI) ZI-2412 Fast Food
Establishments

Affidavit (AFF) AFF-52339

City Planning Cases (CPC) CPC-18222

City Planning Cases (CPC) CPC-2005-1122-CA

Community Development Block Grant (CDBG)

BID-FIGUEROA CORRIDOR

Community Development Block Grant (CDBG) SEZ-LOS
ANGELES STATE ENTERPRISE ZONE

Ordinance (ORD) ORD 171682

Ordinance (ORD) ORD-171681

Specific Plan Area (SPA) South Los Angeles Alcohol Sales

Zoning Administrator's Case (ZA) ZA-1999-2571-CUX

(DANCE HALL)

Zoning Information File (ZI) ZI 1117

Zoning Information File (ZI) ZI 2126

Zoning Information File (ZI) ZI-2374 LOS ANGELES STATE
ENTERPRISE ZONE

Zoning Information File (ZI) ZI-2427 FWY Adj Advisory

Notice for Sensitive Uses

Affidavit (AFF) PKG 5267

City Planning Cases (CPC) CPC-1983-506-SP

City Planning Cases (CPC) CPC-2005-1124-CA

Community Development Block Grant (CDBG) LARC-Lo
s AngelesCommunity Redevelopment Area (CRA) ZI 1941 CD 9
CORRIDORS

Ordinance (ORD) ORD-130253

Ordinance (ORD) ORD-171682

Zoning Administrator's Case (ZA) ZA 99-0038 (CUZ)

Zoning Administrator's Case (ZA) ZA-1999-38-CUZ

Zoning Information File (ZI) ZI 1231

Zoning Information File (ZI) ZI-1117 MTA Project

Zoning Information File (ZI) ZI-2385 Greater Downtown
Housing Incentive Area**CHECKLIST ITEMS**

Attachment - Owner-Builder Declaration

Attachment - Plot Plan

Permit Flag - Not a Fire Life Safety Project

PROPERTY OWNER, TENANT, APPLICANT INFORMATION**OWNER(S)**

Yadegar, Faramarz Tr T O Y Family Trust

Yadegar, Faramarz Tr T O Y Family Trust

0 Po Box 16152
8900 Burton Way

BEVERLY HILLS CA 90209

BEVERLY HILLS CA 90211

TENANT**APPLICANT**

Relationship Owner-Bldr

-Owner-Builder

Relationship Owner

Faramarz Yadegar-

11

(213) 746-2710

BUILDING RELOCATED FROM:**(C)ONTRACTOR, (A)RCHITECT & (E)NGINEER INFORMATION**

NAME	ADDRESS	CLASS	LICENSE #	PHONE #
(A) Dardashti, Bijan Rahim	5371 Wilshire Blvd # 203, Los Angeles, CA 90036	NA	C13487	
(O), Owner-Builder	,	NA	0	(213) 746-2710
(O), Owner-Builder	,	NA	0	

SITE IDENTIFICATION-ALL**ADDRESS:**

1721 S FLOWER ST 90015

LEGAL DESCRIPTION-ALL

TRACT	BLOCK	LOT(s)	ARB	CO.MAP REF #	PARCEL PIN	APN
WRIGHT TRACT		15		M R 10-32	124-5A205 141	5126-010-008

05761500010

Recorded at the request of
and mailed to:
Arnold Schwartz
(Name)
1374 So. Flower
(Address)
Los Angeles, CA 90015

COPY of Document Recorded

84-1182551

SPACE ABOVE THIS LINE FOR RECORDERS USE

CONVENANT AND AGREEMENT
REGARDING MAINTENANCE OF OFF-STREET PARKING SPACE

The undersigned hereby certify that we are the owners of the hereinafter legally described real property located in the City of Los Angeles, State of California:
Lot 1 of tract No. 22198 in the City of Los Angeles.

as recorded in Book 791 Page 19 and 20 Records of Los Angeles County.
Parking site address: 1616 So. Flower Street
And pursuant to Section 12.2685 of the Los Angeles Municipal Code the undersigned hereby covenant and agree to and with said City that an off-site parking area containing not less than 8 (number) usable and accessible automobile parking spaces which comply with Section 12.21A5 of the Los Angeles Municipal Code will be provided and maintained on the above described property to provide the required parking for the use of the building located at 1721 So. Flower Street in said City upon that land legally described as follows: Lot 15 of Wright Tract

as recorded in Book 10 Page 32 Records of Los Angeles County. This covenant and agreement shall run with the land and shall be binding upon ourselves, any future owners, encumbrancers, their successors, heirs or assigns and shall continue in effect so long as the use or building requiring such parking is maintained without providing off-street automobile parking spaces on the same lot and/or another lot as required by the provisions of the Los Angeles Municipal Code or unless otherwise released by authority of the Superintendent of Building of the City of Los Angeles.

Dated this 1st day of October, 1984
Signature of Parking Site Owner Jerry Greenfield (sign)
Donald L. Oken (sign)
I (WE) the mortgagee or trust deed beneficiary agree to the above stated conditions by affixing my (our) signature hereto:
Signature of Mortgagee or Trust Deed Beneficiary

There is no mortgage or trust deed affecting this property. I declare under penalty of perjury that the foregoing statement is true and correct. Executed at Los Angeles, California on this 1st day of October, 1984
Signature of Parking Site Owner Jerry Greenfield (sign)
Donald L. Oken (sign)

NOTARIZATION FOR INDIVIDUAL
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.
On this 1st day of October in the year 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:
Jerry Greenfield
Donald L. Oken
personally known to me or known to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he (she or they) executed it.
WITNESS my hand and official seal.

NOTARIZATION FOR CORPORATION
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.
On this 1st day of October in the year 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:
Jerry Greenfield
Donald L. Oken
known to me or known to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President AND Secretary on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the within instrument pursuant to the by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

P. Brennan
P. Brennan
OFFICIAL SEAL
P. BRENNAN
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires APR 22, 1985

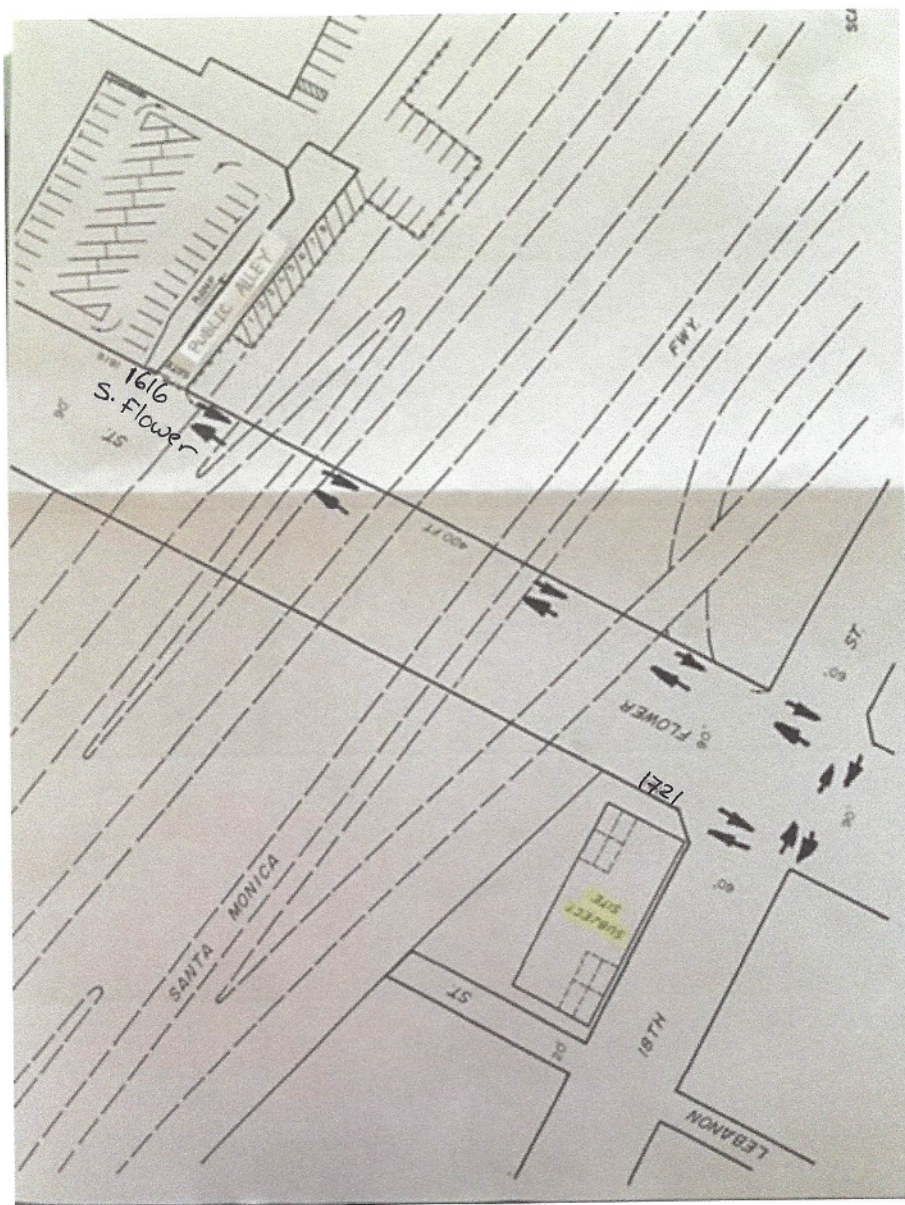
P. Brennan
P. Brennan
OFFICIAL SEAL
P. BRENNAN
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires APR 22, 1985

MUST BE APPROVED BY
Dept. of Building & Safety
prior to recording
APPROVED BY Richard P. ...
FOR DEPARTMENT USE ONLY
Branch Office LA
District Map 123205
Serial 5267

8 additional pkg. spaces for these
offices are maintained at 1616 S.
Flower St.

Off. Street Pkg. Aff:

Recorded L.A. County Doc. # 84-1182551



PRICE


1616



Internet Document Imaging System

Result of Document Search by Address

Address **1721 FLOWER**

1. To print a summary overview, check mark the column for the desired record, then click here for [printer friendly format](#).
2. To obtain the summary of the document, click on any of the result records below, (i.e. Document Type, ... Doc number).
3. To view the digital document, click on the digital icon ()

Sort By

Then By

Then By

Then By

Doc Type ▼ Ascending ▼

Sub Type ▼ Ascending ▼

Doc Date ▼ Ascending ▼

Doc Number ▼ Ascending ▼

Sort

Pre-selected addresses:

All ▼

<input type="checkbox"/>	Document Type	Sub Type	Doc Date	User Doc Number	Digital Image
<input type="checkbox"/>	ADMINISTRATIVE APPROVAL	MISCELLANEOUS	8/8/1997		
<input type="checkbox"/>	ADMINISTRATIVE APPROVAL	MISCELLANEOUS	10/9/1997		
<input type="checkbox"/>	AFFIDAVIT	PARKING	10/1/1984	PKG 5267	
<input type="checkbox"/>	BUILDING PERMIT	ALTERATION	2/10/1971	1971LA23768	
<input type="checkbox"/>	BUILDING PERMIT	ALTERATION	10/2/1984	1984LA97342	
<input type="checkbox"/>	BUILDING PERMIT	ALTERATION	8/15/1997	1997LA66562	
<input type="checkbox"/>	BUILDING PERMIT	BLDG-ADDITION	5/24/1940	1940LA20460	
<input type="checkbox"/>	BUILDING PERMIT	BLDG-ALTER/REPAIR	5/24/1940	1940LA20460	
<input type="checkbox"/>	BUILDING PERMIT	BLDG-ALTER/REPAIR	2/24/1971	1971LA23768	
<input type="checkbox"/>	BUILDING PERMIT	BLDG-ALTER/REPAIR	10/2/1984	1984LA97342	

[Print](#)

August 31, 2017

Document Report

DocumentsDocument Number(s)

PKG 5287

Record Description

Record ID: 1417938
Doc Type: AFFIDAVIT
Sub Type: PARKING
Doc Date: 10/01/1984
Status: ISSUED
Doc Version: None
AKA Address: None
Project Name: None
Disaster ID: None
Subject: None
Product Name: None
Manufacturer's Name: None
Expired Date: None
Receipt Number: None
Case Number: None
Scan Number: None
Dwelling Units: None
Comments: BUILDING LOCATED AT 1721 S. FLOWER ST. HAS PARKING LOCATED AT 1818 S. FLOWER ST.

Property Address(es)

1721 S FLOWER ST 90015-0000
1818 S FLOWER ST

Legal Description(s)

Tract: WRIGHT TRACT
Block: Lot: 15 Arb:
Map Reference: M R 10-32 Modifier: FR
Tract: TR 22198
Block: Lot: 1 Arb:
Map Reference: Modifier:

PIN(s)

124-5A205 141
124-5A205 55

Assessor Number(s)

5134-008-008
5126-010-008

Council District(s)

9



August 31, 2017

Document Report

Census Tracts(s)

2240.200

District Offices(s)

LA

Faramarz “Fred” Yadegar

Trustee, T.O.Y. Family Trust

1721 S. Flower Street

Los Angeles, CA 90015

(213) 268-5890 | sibelle.of.ca@gmail.com

June 9, 2025

City Planning Commission

City of Los Angeles

221 N. Figueroa Street, Suite 1350

Los Angeles, CA 90012

Re: Appeal of Vesting Tentative Tract Map No. 82213-1A

Case No. VTT-82213-1A / ENV-2018-3337-SCEA

Dear Chair and Commissioners:

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

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

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

My Reply:

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

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

My Reply:

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

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

Code Excerpt:

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

My Reply:

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

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

My Reply:

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

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

My Reply:

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

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

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

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

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

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

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

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

Counterargument to Staff Response 8:

1. Quantitative Shortfall vs. Actual Demand

- 250 residences + 300 hotel rooms (1.5 cars/room) + 13,120 sf retail generate demand for over **600 spaces**, not 283.
- Full code requires 355 stalls; Project provides 283—a **72-stall deficit**. Even counting the eight covenant spaces, the neighborhood loses 64 guaranteed stalls, pushing spillover onto local streets.

2. Covenant Rights vs. Transit Aspirations

- A **recorded covenant** and court-confirmed Judgment trump aspirational transit goals. Existing users still **rely** on street/garage parking—today, not in the future.

3. Transit Doesn't Replace Hotel/Medical/Residential Parking

- **Luggage-laden hotel guests, medical visitors, and families** are unlikely to use transit first/last mile. Off-peak transit is sparse.

4. Localized Spillover & Safety

- Narrow streets and curb restrictions and Metro line already strain traffic. Even a handful of circling cars causes congestion, blocks driveways, and impedes emergency access.

5. Legal Hierarchy

- **Private rights** and **court orders** must be honored before policy goals. Nullifying covenant parking without compensation or relocation triggers takings and due process claims.

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

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

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

Respectfully,

Faramarz “Fred” Yadegar
Trustee, T.O.Y. Family Trust



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June 9, 2025

Los Angeles City Planning Commission
Los Angeles City Hall
200 North Spring Street, Room 272
Los Angeles, CA 90012
c/o Cecilia Lamas, Commission Executive Assistant II

**SUBJECT: Response to Staff Reports for the proposed project at 1600 S Flower St;
Case Numbers CPC-2018-3336-SN-TDR-CUB-SPR-MSD & VTT-82213-1A;
Agenda Items 6 and 7 on the June 12, 2025, CPC Agenda**

Dear Honorable City Planning Commissioners,

Irvine & Associates, Inc., represents Venice Hope Group, LLC (the "Applicant"), for the proposed mixed-use hotel and multi-family housing development project located at 1600-1618 S Flower St, 1601-1623 S Hope St, and 426-440 W Venice Blvd, known as "South Park Towers," with the Subdivision Case Vesting Tentative Tract Map ("VTTM") No. 82213 ("VTT-82213"). The VTTM was considered by the Advisory Agency and Subdivision Committee in a hearing on March 5, 2025, having been found to meet all City requirements and meeting all required Findings of approval. The Advisory Agency issued its Letter of Determination ("LOD") on April 3, 2025, approving the VTTM. An appeal of the VTTM was filed by Faramarz Yadegar ("Appellant") on April 14, 2025 ("Appeal"). The approved VTTM has a related case, CPC-2018-3336-SN-TDR-CUB-SPR-MSD ("CPC Case"), under consideration by the City Planning Commission ("CPC").

This thoughtfully designed Project aligns with the City's urgent need for housing and hotel guest rooms in the Downtown Los Angeles neighborhood of South Park, within walking distance to the Los Angeles Convention Center and multiple transit and bus lines. By adhering to the objectives of the Downtown Design Guide, the Project embodies a balanced approach to growth and sustainability in line with the City's planning goals. The approved VTTM creates one master ground lot and subdivides the site into four airspace lots to allow the development of a high-density urban mixed-use project containing a maximum of 250 residential apartment units, a hotel with 300 guest rooms, and approximately 13,120 square feet of commercial space (including medical office and retail uses), along with a ground floor paseo.

We have reviewed the Appeal Staff Report (Agenda Item 6) and thank staff for its great work and thoroughness in preparing the report. We agree with Staff's analysis and recommendation to deny the Appeal and provide the following additional comments.

The Appeal Staff Report thoroughly responds to all Appeal issues concerning claims of lack of compliance with the Covenant and Los Angeles Municipal Code regarding eight parking spaces for 1721 Flower St. As the Applicant has repeatedly told the Appellant, it has been and will continue to comply with the Covenant. As the Appeal Staff Report demonstrates, the Project Plans clearly make provision for the eight spaces on site. With respect to the issue of provision of availability of eight spaces off-site during project construction, the Applicant owns multiple properties within 2,000 feet of 1721 S Flower St that could serve as temporary

Irvine & Associates, Inc.

relocated parking during the construction period of South Park Towers. Thus, the eight parking spaces will be provided within 2,000 feet of 1721 S Flower St during construction.

Regarding the Staff Report for the CPC Case (Agenda Item 7), the project team requests a small change to the wording of Condition of Approval No. 32.e.

Condition 32.e.: As currently worded, Condition 32.e. states:

32. Paseo. The Project shall provide a minimum 4,200 square-foot hardscaped and landscaped pedestrian paseo extending north-south through the middle of the Project Site, from Venice Boulevard to the alley, as shown in Exhibit A, May 29, 2025. The Paseo shall meet the following requirements:

...

e. At least 40 percent of the Paseo area shall be landscaped with planting.

However, the Downtown Design Guide provision, Section 7.D.1, from which this 40% requirement comes, requires projects requesting a reduction in open space to provide a Public Amenity Space that meets specific requirements, including 40% landscaping. The term "Public Amenity Space" is specifically defined on page 75 of the Downtown Design Guide and is separate from the entire Paseo. As such, the Applicant requests that the wording of Condition 32.e. be amended to read:

e. At least 40 percent of the Public Amenity Space within the Paseo area shall be landscaped with planting.

Additionally, the Applicant requests two minor changes to the Sign District Ordinance under consideration, regarding Section 7's Standards for Specific Types of Signs, 7.A.5.d. and 7.B.5.

Section 7.A.5.d.: As currently worded, 7.A.5.d. states:

d. No Digital Display shall be made operative until a Certificate of Occupancy has been issued for the building on which the Digital Display is located.

The Applicant requests that this provision be amended to read:

d. No Digital Display shall be made operative until a Temporary or permanent Certificate of Occupancy has been issued for the building on which the Digital Display is located.

Section 7.B.5.: As currently worded, 7.B.5. states:

5. Operation. No Supergraphic Sign shall be installed until a Certificate of Occupancy has been issued for the building on which the Supergraphic Sign is located.

The Applicant requests that this provision be amended to read:

5. Operation. No Supergraphic Sign shall be installed until a Temporary or permanent Certificate of Occupancy has been issued for the building on which the Supergraphic Sign is located.

Conclusion

The proposed project provides much needed housing, hotel rooms, and commercial space, with unique ground floor paseo and public amenities within the dynamic and growing South Park neighborhood of Downtown LA. Given the location in very close proximity to the Los Angeles Convention Center, the additional hotel rooms is supportive of the City's ongoing effort to strengthen use of the Convention Center. The project enjoys broad support from South Park and Downtown LA stakeholders. While making the most of nearby transit access, the project design provides adequate parking for all on-site uses as well as maintain the Appellant's eight covenanted spaces per the terms of the Covenant. Planning Department staff have analyzed the sufficiency of parking provision, and the Advisory Agency and Subdivision Committee have approved the Vesting Tentative Tract Map. We respectfully urge the City Planning Commission to approve the Project and deny the Appeal as recommended by Planning Staff and advance this transformative opportunity for Los Angeles.

Thank you for your consideration.

Sincerely,



Tanner Blackman
Irvine & Associates, Inc.

CC: Milena Zasadzien, Mindy Nguyen, & More Song, Dept. of City Planning
Kevin Ocubillo, Office of Councilmember Ysabel Jurado