



Public Comments Not Uploaded 22-0297

1 message

Alexander Irvine <alex@irvineassoc.com>

Mon, Jun 27, 2022 at 12:35 PM

Reply-To: clerk.plumcommittee@lacity.org

To: "clerk.plumcommittee@lacity.org" <clerk.plumcommittee@lacity.org>

Cc: "craig.bullock@lacity.org" <craig.bullock@lacity.org>, "oliver.netburn@lacity.org" <oliver.netburn@lacity.org>

Hello, please include the attached letter in the file for Council File No. 22-0297.

Thank you,

Alex Irvine

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**2022-06-27 Letter RE Council File 22-0297.pdf**

163K



June 24, 2022

Los Angeles City Council
City of Los Angeles
200 North Spring Street
Los Angeles, California 90071

Re: Taix French Restaurant, 1911 W. Sunset Boulevard; Council File 22-0297; Sustainable Communities Project Exemption (SCPE) No. ENV-2020-3141-SCPE

To the City Council:

In their June 20, 2022 letters to the City Council, the LA Conservancy and Silver Lake Heritage Trust questioned my family's efforts to preserve and continue our family's legacy business, the Taix French Restaurant. We have reviewed these letters and would like to clarify for the record that the letters do not accurately reflect the actual history of Taix French Restaurant including the many changes that it has undergone over the years for reasons internal and external, and my family's continuing struggle to keep the business profitable and afloat.

As we have previously informed the City and testified, the overhead associated with our current over-sized building and its aged and outmoded infrastructure made our restaurant unprofitable some time ago. Were it not for the free rent being provided by Holland Partner Group, and their encouragement for us to remain open while the Taix Square Project is being processed by the City, we would have already closed.

The facts are these: One of the primary reasons we selected Holland Partner Group was their willingness to make provision for the continuation of Taix French Restaurant. I personally worked with Holland to design the new premises for the restaurant so that it meets our current and future needs. Those plans are part of Holland's application for the Taix Square Project. We have negotiated a letter of intent with Holland for the lease of those premises based on the current plans. A copy of the letter of intent is attached (its economic terms are proprietary, and so they are redacted). Obviously, we cannot enter into a long term lease for something the City does not approve to be built. Thus, we are anxiously awaiting the City's final entitlements for the new Taix Square Project so that its construction can get underway, and there will be premises for us to lease and to continue our legacy business.

As the COVID-19 pandemic tragically demonstrated, nothing in life is predictable or certain. We want to continue our legacy business, but we cannot hold out forever. If the Taix Square Project continues to be delayed, the restaurant may need to permanently close. The shell of our former building may or may not remain for some time but what would it commemorate without the Taix French

Restaurant? Please approve the entitlements for the Taix Square Project so that our legacy business may continue.

Respectfully,

A handwritten signature in cursive script that reads "Mike Taix".

Mike Taix

June 10, 2021

Mike Taix
via electronic mail

**Re: Letter of Intent to Lease, 1911 Sunset Blvd, Echo Park, Los Angeles, 90026
("Building / Project")**

Dear Mike:

Following up from previous conversations this proposed Letter of Intent to lease outlines the general terms for the referenced bar/restaurant of the "New Taix" space. We are looking forward to discussing the final details with you in hopes of reaching mutual agreement to proceed with lease document review and preliminary design plans.

Tenant:	Taix
Trade Name:	Taix French Restaurant
Project:	A 170-unit apartment project with amenities and 13,000 SF of ground floor retail fronting a pedestrian paseo and Sunset Blvd.
Use:	Full-service French restaurant and full bar.
Premises:	Approximately 5,000-6,000 square feet of ground floor retail space fronting the corner of the pedestrian paseo and Sunset Blvd, plus operable window walls to allow for additional patio seating area within the pedestrian paseo. Final square footage subject to final design configuration. Base Rent and additional rent shall not be charged on the patio area.
Term:	Ten (10) years, plus (2) 5 Year Options to Extend.
Possession Date:	Possession/delivery of the Premises shall occur upon completion of Landlord's Work in turn key condition to Tenant's reasonable satisfaction (to be further detailed in the Lease).
Lease/Rent Commencement:	The Commencement Date for the Lease shall be upon the earlier of (i) Tenant's opening for business to the public from the Premises, or (ii) sixty (60) days following delivery of the Premises from Landlord to Tenant in turn key condition (as agreed in the Lease) and issuance of Certificate of Occupancy for the Premises, estimated to be 4 th Quarter of 2024.
Base Rent:	



Percentage Rent:

Rent Abatement:

The first three (3) months of Base Rent after Commencement shall be abated/waived. Tenant shall have free access during the Construction period until the earlier of (a) Project receives its Certificate of Occupancy, or (b) Commencement Date.

Option to Extend:

Tenant will be given two (2) Options to Extend for an additional Five (5) year period each.

Taxes, Insurance, CAM:

Commencing on the Rent Commencement Date and throughout the Term of the Lease, Tenant will pay its pro-rata share of monthly CAM charges, insurance and real estate taxes, which shall be based on the Tenant's retail portion of the Project only.

Report Sales Volume:

Tenant shall report monthly gross sales to Landlord.

Utilities:

Tenant shall pay for its utility costs consumed at the Premises. To the extent available, Landlord shall cause all utilities to be separately metered or sub-metered to the Premises.

Security Deposit:

Signage:

Tenant shall allow Landlord to put its signage on Premises exterior to be mutually approved by Landlord and Tenant and mutually agreed prior to Lease execution, subject to the Building's design standards.

Parking:

The Project shall provide for all commercial tenants the amount required by applicable laws and governmental requirements, in common and in a designated area of the ground floor parking garage near the front entrance of the Project. Parking Exhibit shall



be attached to the Lease. Tenant and Landlord to mutually agree on a cost and minimum number of visitor parking spaces to be provided should Tenant desire designated and reserved stalls. Tenant and Landlord to agree upon valet parking and a managed garage during restaurant operating hours with responsibilities and costs to be mutually agreed upon.

**Condition of Premises &
Tenant Improvements:**

Landlord shall deliver the Premises consistent with the interior concept drawings of the entitled project and otherwise in a full turn key condition, in accordance with plans and specifications mutually approved by Landlord and Tenant pursuant to the Lease. This mutually agreed design will be completed by the Landlord to include all interior finishes and fixtures, including the installation of the original cherry-wood bartop, associated bar, faux-tin ceiling, mirrored wall, flooring, booths, wine feature wall, and light fixtures, but will not include inventory, plates, utensils and decorations (Installation of kitchen equipment to be addressed in the Lease). Mechanical, Electrical and Plumbing systems and connections will be completed by the Landlord. Grease duct sizing will be coordinated with proposed hood sizing that Landlord will install. Considering the turnkey buildout provided by Landlord, no additional T.I. allowance will be provided. Tenant shall perform its work above Landlord's Work.

Assignment/Subletting:

No assignment or subletting without prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding, Tenant may enter into short term licenses/leases of the Premises for film shoots and private events and parties which are contained within the Premises so long as such activity is coordinated with the Project's management.

We look forward to finalizing a lease transaction with you as a valued tenant for this project. Should you have any questions or require clarification on any items please contact:

Ryan Guthrie
805-440-8875
rguthrie@hollandpartnergroup.com

This proposal is intended to be a summary of certain (but not all) of the terms of a proposed lease. This is not legally binding upon the parties, but merely an outline of proposed business points to facilitate a transaction. As always, only mutually agreed, fully executed lease documents shall be binding upon the parties.



Agreed and Accepted on June 24, 2021:

Landlord
Holland Partner Group

Tenant
Taix

By:

Tom Warren
Managing Executive Director

Digitally signed by Thomas D. Warren
Date: 2021.06.24 18:14:44 -07'00'
Adobe Acrobat version: 11.0.23

By:

Mike Taix
Owner-Operator