Communication from Public

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Date Submitted: 12/05/2025 10:14 AM
Council File No: 25-1208
Comments for Public Posting: Additional response to the City's appeal response from 12/3/2025.

Response to City Staff Appeal Report (For PLUM Committee)

Faramarz "Fred" Yadegar – 1721 S. Flower Street
CF 25-1208 (VTT-82213-2A)

12/5/2025

Honorable Chair and Members of the PLUM Committee:

I respectfully submit this response to the Department of City Planning Staff Letter dated December 3, 2025. After reviewing the Staff's statements and comparing them with the controlling documents—Recorded Covenant, Judgment, Settlement Agreement, ZA approvals, and the post-judgment Certificate of Occupancy—as well as the legal and factual issues identified in my December 4, 2025 PLUM letter, it is clear that the Staff analysis is incomplete, legally incorrect in several points, and fails to address the core issue:

The City's record continues to misidentify the lawful entrance to the eight covenant parking spaces, thereby threatening my Certificate of Occupancy, violating LAMC §12.21-A.4(g), and contradicting binding judicial documents.

Below is my structured response to each Staff Appeal Point and Response.

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1. Core Points

A. Misrepresentation Continues in the Administrative Record

Since 2018, I have submitted numerous letters to City Planning, the applicant, the City Attorney's Office, and Council District staff correcting the misidentification of the required ingress at **1616 S. Flower**. Despite repeated notice, the record, staff reports, and public presentations continue to display **incorrect diagrams, maps, and text** describing Hope Street as the access point. This ongoing misrepresentation continues to harm my vested rights and violates fundamental fairness and due process.

B. 40 Years of Historical Ingress Must Be Respected

Ingress to the eight covenant spaces has been via **1616 S. Flower for more than four decades**. This uninterrupted historic use strengthens the easement appurtenant and constitutes a legally protected access pattern that cannot be severed or relocated for the convenience of a new development.

C. Measurement Must Be Horizontal, Not "Flying Crow" Distance

LAMC §12.21-A.4(g) requires measurements to follow **horizontal pedestrian routes**, not aerial ("as-the-crow-flies") distances. City staff's improper measurement method artificially compresses the distance to make Hope Street appear compliant, which it is not.

D. Distances Required by Law

The following legally relevant distances were established in the December 4 letter and are reaffirmed here:

- 1721 S. Flower → **1616 S. Flower entrance (alley)**: **682 feet** — *Complies fully with code.*
- 1721 S. Flower → **Hope Street entrance**: **1,462–1,468 feet** — *Double the legal limit; violates LAMC §12.21-A.4(g).*

E. Modification to Section 30 Is Incomplete and Misleading

The October 28 CPC modification acknowledges the covenant but still omits the **legally required location of ingress**. Without explicitly stating "1616 S. Flower," the Modification continues to mislead decisionmakers and allows unlawful interpretations.

F. ZA 2003-9927 and All Plan Approvals Recognize 1616 S. Flower as the Entrance

All versions of the ZA approval—including PA2, PA3, PA4, and PA5—identified the off-site parking as **1616 S. Flower**, with required signage, attendants, and paths of travel originating from that entrance. The City cannot now contradict decades of its own administrative actions.

G. Subdivision Map Act Violations (Gov. Code §66474.1)

The VTT Findings failed to analyze:

- The lawful ingress point;
- The covenant's physical access requirements;
- The measurement distance required to maintain compliance;
- The impact of changing ingress on the validity of my Certificate of Occupancy.

Any approval made contrary to these requirements violates §66474.1 and is legally void.

H. CEQA Impacts on Ingress, Pedestrian Safety, and Displacement of Historic Access

The relocation of ingress would materially:

- Increase walking distance by nearly 800 feet;
- Create safety risks for nighttime patrons of the historic business on my property;
- Impose an environmental impact requiring study under CEQA.

These impacts were never analyzed, violating CEQA's prohibition on piecemealing and segmented review.

I. Applicant Repeatedly Benefited from My Property but Opposes Fulfilling Its Obligations

The applicant relies on the covenant spaces to satisfy its own project approvals, while simultaneously attempting to remove the required entrance benefiting my property. This inconsistent posture is inequitable and unlawful.

J. Alley Access Terminology Correction

Whenever staff refers to "alley access," it must be corrected to read: **"Entrance from 1616 S. Flower (alley access)"** This clarification prevents future misinterpretation.

K. The Record Shows the Applicant and City Have Ignored My Requests Since 2018

Despite consistent written notices, objections, and evidence, the applicant and staff continue to omit the lawful ingress from planning materials, creating a misleading administrative record that prejudices my rights.

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2. City Staff Incorrectly States the Covenant and CO Do Not Require Ingress at 1616 S. Flower States the Covenant and CO Do Not Require Ingress at 1616 S. Flower**

A. The controlling documents CO require the 1616 S. Flower entrance

Staff claims the Recorded Covenant and Certificate of Occupancy do not require ingress through 1616 S. Flower. This is factually incorrect. The following documents establish the lawful entrance:

1. **Recorded Covenant (1984)** – Requires 8 usable and accessible spaces specifically located at 1616 S. Flower.
2. **ZA-2003-9927 and subsequent plan approvals** – Reaffirm the off-site parking location as 1616 S. Flower.
3. **Judgment (BC492202)** – Confirms the covenant and its location.
4. **Certificate of Occupancy issued after Judgment (Nov. 24, 2015)** – Explicitly states: "8 off-site parking located at 1616 S. Flower."
5. **40 years of historic ingress** – Always via the alley entrance at 1616 S. Flower.

This CO is a vested right and cannot be administratively reinterpreted.

B. Staff ignores the legal effect of the Judgment and CO

The Judgment validated the covenant and the City Attorney participated in ensuring the CO reflected the lawful entrance. The Court retained jurisdiction under CCP §664.6, meaning no administrative body may contradict or reinterpret these terms.

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3. Staff Misinterprets LAMC §12.21-A.4(g) LAMC §12.21-A.4(g)**

A. The Code requires measurement to the entrance of the parking facility

Staff claims the Code only requires measuring to the nearest point of the project parcel. This contradicts:

- **CPC Precedents and ZA Decisions:**

- **CPC-2015-4308 (Decision dated July 13, 2017)** – Applied the participating-building 750-foot standard: "Parking Location. The maximum distance between each participating building or use and the nearest point of the shared parking facility shall be 750 feet, measured as provided in LAMC Section 12.21-A.4(g)."

- **ZA-2016-3908 (Decision dated July 17, 2019)** – Zoning Administrator Estineh Mailian reaffirmed: "The maximum distance between each participating building or use and the nearest point of the shared parking facility shall be 750 feet."

- **CPC-2014-1544 (Decision dated March 20, 2015)** – Reaffirmed the same rule and measurement standard: "The maximum distance between each participating building or use and the nearest point of the shared parking facility shall be 750 feet."

Additionally, all required measurements were taken **from building to building**, consistent with LAMC §12.21-A.4(g) and long-standing City practice.

Correct measurements are:

- **1721 → 1616 S. Flower entrance:** 682 ft — Complies
- **1721 → Hope Street entrance:** \~1,462 ft — Violates
- The only easily usable pedestrian connection is the public alley at 1616 S. Flower. Any administrative

interpretation that relies on the Hope Street distance is unlawful.

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4. Staff Misstates the Effect of the Settlement Agreement and Judgment the Effect of the Settlement Agreement and Judgment**

While the City is not a signatory to the Settlement Agreement, the Judgment validated the covenant, and the CO implemented it. The eight spaces were declared "free forever," creating an **easement appurtenant**.

City approvals cannot impair an easement. California case law confirms that easements appurtenant are protected property rights that government agencies may not alter, obstruct, or disregard:

- **Gray v. McCormick (2008) 167 Cal.App.4th 1019** – Cities must honor easements in all land-use decisions affecting the dominant parcel.

- **Pasadena v. California-Michigan Land & Water Co. (1941) 17 Cal.2d 576** – Easements appurtenant run with the land and government agencies must respect them when issuing zoning or permit decisions.
- **Scruby v. Vintage Grapevine (1995) 37 Cal.App.4th 697** – City approvals cannot legalize interference with a recorded easement; permits conflicting with easement rights are invalid.
- **Applegate v. Ota (1983) 146 Cal.App.3d 702** – A development or permit that obstructs or violates an easement is void.
- **Linthicum v. Butterfield (2009) 175 Cal.App.4th 259** – Developers cannot redesign projects to the detriment of an easement; the project must conform to the easement, not the other way around.
- **Kazi v. State Farm (2001) 24 Cal.4th 871** – Easements appurtenant are enforceable property rights that cannot be unilaterally altered by the servient owner or the City.

These cases establish that the 8-space covenant, confirmed by the Judgment and implemented through the Certificate of Occupancy, is an easement appurtenant binding both the property owner and the City. No City approval may interfere with the established ingress at 1616 S. Flower or diminish the dominant parcel's use and benefit of the easement.

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5. Staff Incorrectly Suggests the Covenant Lacks an Ingress Requirement Suggests the Covenant Lacks an Ingress Requirement**

A parking easement requires reasonable ingress and egress. ZA conditions required signage, attendants, and pedestrian path **specifically from 1616 S. Flower**. Removing the ingress nullifies the right itself.

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6. Staff Fails to Address Procedural Deficiencies to Address Procedural Deficiencies**

Issues not addressed by staff include:

- Misidentification of ingress in the record
- Incorrect distance measurements
- Omission of CO language
- Failure to apply Subdivision Map Act §66474.1

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7. CEQA and Easement Appurtenant Issues Ignored by Staff Appurtenant Issues Ignored by Staff**

Because the eight-space easement appurtenant legally binds 1721 S. Flower to the project parcel, CEQA must analyze impacts to ingress. Changing ingress to Hope Street is a significant environmental impact requiring review.

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8. Easement Appurtenant Creates Entitlement Nexus, CEQA Standing, and Zoning/Sign District Integration Creates Entitlement Nexus, CEQA Standing, and Zoning/Sign District Integration**

As explained in my December 4 PLUM letter, the Judgment's confirmation that the eight (8) covenant parking spaces are "free forever" for the benefit of 1721 S. Flower legally creates an **easement appurtenant**. Under California law, an easement appurtenant permanently links the dominant parcel (1721 S. Flower) to the servient parcel (1600–1616 S. Flower). This relationship extends far beyond physical access—it creates a **land-use nexus** requiring the City to treat the two parcels as legally integrated for zoning, CEQA, entitlement, and sign-district purposes.

A. Zoning, Sign District, and Project Entitlement Nexus

Because 1721 S. Flower relies on the easement for required parking and lawful ingress:

- It is entitled to zoning consideration that accounts for its linked use of the project site.
- It must be considered for inclusion in the South Park Supplemental Use Sign District.
- The City cannot treat the parcels as unrelated while simultaneously relying on the covenant spaces to support approval of the South Park Towers project.

The City may not selectively use the covenant for the benefit of the applicant while denying the corresponding rights and protections owed to the dominant parcel.

B. Supporting Case Law Reinforcing the Nexus

The following cases demonstrate that government agencies must treat easements appurtenant as binding land-use rights when issuing permits, zoning actions, CEQA determinations, or development approvals:

- **Gray v. McCormick (2008) 167 Cal.App.4th 1019** – Cities must honor easements in all land-use decisions affecting the dominant parcel.
- **Pasadena v. California-Michigan Land & Water Co. (1941) 17 Cal.2d 576** – Easements appurtenant run with the land and must be considered in all governmental actions.
- **Linthicum v. Butterfield (2009) 175 Cal.App.4th 259** – Development must conform to the easement; an easement cannot be altered to suit a new project.
- **Thorstrom v. Thorstrom (2011) 196 Cal.App.4th 1406** – Servient owners may not change access in a way that burdens the easement.
- **Scruby v. Vintage Grapevine (1995) 37 Cal.App.4th 697** – City approvals cannot legalize interference with an easement.
- **Applegate v. Ota (1983) 146 Cal.App.3d 702** – Permits issued contrary to an easement are void.
- **Kazi v. State Farm (2001) 24 Cal.4th 871** – Easements appurtenant are protected property rights; neither the City nor a developer may unilaterally alter them.

These precedents confirm that the eight-space parking covenant forms a continuing legal relationship requiring the Project's approvals—and any zoning or environmental review—to fully account for the rights of the dominant parcel.

C. CEQA Standing and Required Environmental Integration

Because 1721 S. Flower's lawful occupancy depends on the easement for required parking and ingress, CEQA must:

- Include 1721 S. Flower in the environmental study area,
- Analyze impacts to its parking ingress route,
- Treat the parcels as environmentally connected due to the easement's binding nature.

Any change to ingress—such as shifting access to Hope Street—constitutes a new environmental impact requiring additional CEQA review.

D. Resulting Legal Effect

Under the nexus created by the easement appurtenant, the City cannot:

- Approve project conditions that obstruct or relocate ingress,
- Exclude 1721 S. Flower from sign district or zoning benefits arising from the project parcel,
- Ignore CEQA impacts affecting the dominant parcel.

The easement ties the planning fate of both properties together, and the City must recognize that integration in all land-use decisions.

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9. Requested Corrections by PLUM by PLUM**

A. Correct Section 30 to explicitly state:

> "Ingress to the eight (8) covenant spaces serving 1721 S. Flower Street shall be preserved via the 1616 S. Flower alley entrance, as established by the Covenant, Judgment, Certificate of Occupancy dated November 24, 2015, and historical use."

B. Require the applicant to revise all plans to restore the 1616 S. Flower entrance

C. Require accurate record corrections

D. Require ingress protection before demolition or grading

E. Direct CEQA review if Hope Street ingress is pursued

If these corrections are not made, the PLUM Committee must **stop the project, return it to City Planning for correction**, and direct staff to fix all errors before any further entitlement action occurs.

If PLUM determines it cannot correct the record or enforce the legally required ingress at 1616 S. Flower, then under CCP §664.6 **the matter must be returned to the Superior Court**, which expressly retained jurisdiction to enforce the Covenant, Judgment, and Settlement Agreement.

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10. Legal Exposure**

If administrative interpretations or project implementation nullify the covenant or CO protections due to the entrance change, the City may be a necessary party to litigation. This is especially true because Deputy City Attorney Charles Sewell was directly involved in the 2015 judgment and settlement process, working cooperatively with both parties' attorneys to ensure that my Certificate of Occupancy was issued correctly and reflected the 1616 S. Flower entrance. His participation established the City's knowledge of, and agreement with, the covenant's requirements and the post-judgment CO conditions. As a result, any later City action that contradicts those terms would not only undermine the judicially approved agreement but also create legal exposure for the City due to its prior role in formalizing and validating the ingress from 1616 S. Flower.

Because Section 8 in the judgment expressly states:

> **"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."**

If the PLUM Committee is unable or unwilling to make a clear determination that preserves the lawful ingress from 1616 S. Flower, the appropriate next step is to stop the project and return the matter to the Superior Court. The Court intentionally retained authority—at the request of all parties—to resolve any disputes, clarify obligations, and enforce the covenant, judgment, and Certificate of Occupancy. This judicial oversight ensures that no City body, including PLUM or City Planning, can override or contradict the settlement terms approved by the Court. Returning the matter to the Court would protect all parties and prevent continued misinterpretation or administrative error by reaffirming the legally binding entrance and rights established in 2015.

11. Additional Summary Before Closing Before Closing**

The Settlement Agreement required all attorneys for the parties—including the City Attorney's Office—to jointly ensure that the Yadegar Certificate of Occupancy was valid, compliant, and accurately reflected the lawful entrance at 1616 S. Flower once the 8-space covenant was confirmed. This cooperative process formally established the City's acknowledgment of the correct ingress location, making it unreasonable and legally improper for any later City action to contradict the CO, the covenant, or the Judgment.

To further underscore this point, the Settlement Agreement explicitly provides:

> **"3. City Approval. (Settlement Agreement, page 4) 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."**

This mandatory "cooperative process"—expressly involving Deputy City Attorney Charles Sewell—confirms beyond dispute that the City understood, accepted, and validated the 1616 S. Flower entrance as the lawful ingress for the eight covenant spaces.

It would be legally improper and procedurally unjust for the City to now contradict the very conditions it helped create and validate. For these reasons, PLUM must correct the record, or the matter must be returned to the Court that retains jurisdiction.

This background reinforces why PLUM must correct the record and why, if it cannot, the matter should return to the Superior Court that retained jurisdiction. PLUM must correct the record and why, if it cannot, the matter should return to the Superior Court that retained jurisdiction.**

The Settlement Agreement required all attorneys—including the City Attorney's Office—to work cooperatively to validate Yadegar's Certificate of Occupancy and confirm that the building was in full compliance once the eight-space covenant was acknowledged. This cooperative process established the City's explicit awareness of the ingress location and its obligation to maintain consistency with the CO.

It would be legally improper and procedurally unjust for the City to contradict the very conditions it helped create and validate. For these reasons, PLUM must correct the record, or the matter must be returned to the Court that retains jurisdiction.

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12. Closing****

The Staff analysis fails to address legal requirements established by the Covenant, Judgment, CO, and LAMC §12.21-A.4(g). Without correction, the VTTM impairs vested rights, violates the Map Act, and exposes the City to litigation.

I respectfully request PLUM to correct the record and uphold the lawful ingress at 1616 S. Flower.

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