Communication from Public

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June 12, 2025

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

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

Dear Chair and Commissioners:

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

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

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

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

Reply:

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

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

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

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

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

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

My Reply:

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

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

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

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

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

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

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

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

My Reply:

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

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

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

My Reply:

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

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

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

My Reply:

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

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

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

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

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

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

My Reply:

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

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

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

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

My Reply:

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

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

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

My Reply:

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

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

My Reply to Supplemental Letter Point 2:

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

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

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

My Reply to Supplemental Letter Point 3:

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

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

My Reply to Supplemental Letter Point 4:

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

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

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

My Reply to Supplemental Letter Point 5:

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

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

My Reply to Supplemental Letter Point 6:

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

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

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

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

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

My Reply to Supplemental Letter Point 7:

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

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

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

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

My Reply to Supplemental Letter Point 8:

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

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

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

Conclusion to the Commissioners:

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

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

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

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

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

Thank you for your thoughtful consideration.

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

Communication from Public

Name:	Response to staff finding re sign district expansion
Date Submitted:	10/31/2025 09:07 PM
Council File No:	25-1208-S1
Comments for Public Posting:	I Filed my appeal 10/23/2025 and 10/14/2025 and this file was omitted from the records I attached to my appeal.

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

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July 7, 2025

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

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

Dear Chair and Commissioners:

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

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

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

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

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

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

2. Response to Staff Findings

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

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

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

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3. Requested Amendment

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

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

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

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

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

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4. Why Inclusion Is Essential

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

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

Respectfully submitted,

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