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December 3, 2025

Los Angeles City Council  
c/o Office of the City Clerk  
City Hall, Room 395  
Los Angeles, California 90012

Attention: PLUM Committee

Dear Honorable Members:

**APPEAL RESPONSES FOR THE 1600 SOUTH FLOWER STREET PROJECT; CASE NO. VTT-82213-2A; CF 25-1208**

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 all existing improvements on the Project Site, including 89,510 square feet of commercial uses within four buildings, for the construction of a two-tower, mixed use development with a maximum of 23 stories in height and consisting of 250 residential dwelling units, 300 hotel guest rooms, and 13,120 square feet of ground floor commercial uses, for a total of 452,630 floor area on an approximately 1.6-acre site.

On April 14, 2025, an appeal of the DAA's decision (First Level VTTM Appeal) was filed by Faramarz Yadegar (Appellant), owner of the property at 1721 South Flower Street, alleging that the Project would violate a covenanted requirement to provide off-site parking for the Appellant's property. The Department of City Planning (Planning) evaluated and responded to the appeal in the Staff Recommendation Report dated July 10, 2025 (First Level VTTM Appeal Report), which included detailed responses to the appeal points prepared by the Appellant and concluded that there was no merit to the appeal.

At its meeting on July 10, 2025, the City Planning Commission (CPC) denied the First Level VTTM Appeal, upheld the DAA's approval of the VTTM, and approved the related Case No. CPC-2018-3336-SN-TDR-CUB-SPR-MS-C (CPC Case). On October 3, 2025, Letters of Determination were issued for these actions. On October 13, 2025, the same Appellant appealed the CPC's decision on the First Level VTTM Appeal (Second Level VTTM Appeal), with similar appeal points as the First Level VTTM Appeal; and on October 21, 2025, the Appellant appealed the CPC's approval

of the related CPC Case (CPC Appeal), which is addressed in a separate letter to the PLUM Committee.

The appeal points for the Second Level VTTM Appeal are summarized and responded to in further detail below.

## **APPEAL POINTS AND STAFF RESPONSES**

### **Appeal Point 1**

Approval of the VTTM fails to account for and protect a recorded covenant/right-of-ingress to provide eight vehicle parking spaces at 1616 South Flower Street for the use of 1721 South Flower Street.

### **Staff Response 1**

The Appellant claims that approval of the VTTM does not preserve the agreements established in the 1984 Covenant (Recorded Covenant), the Certificate of Occupancy, and the 2015 Settlement Agreement. The Appellant alleges that this includes eight parking stalls with alley ingress at 1616 South Flower Street. In addition, the Appellant argues that approval of the map will violate or impair property rights unless conditioned to explicitly reaffirm and record those rights before a final map, demolition, or grading permit is issued.

For background, the history of the 1984 Covenant, Case No. ZA-2003-9927-CUX, and the 2015 Settlement Agreement 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. 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.

### **Case No. ZA-2003-9927-CUX**

On November 5, 2003, the Zoning Administrator approved Case No. ZA-2003-9927-CUX to permit the continuation and maintenance of a hostess dance hall on 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 was issued for the Appellant's Property with the following description:

*Convert 2<sup>nd</sup> 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.

The Project will comply with the Recorded Covenant and the Certificate of Occupancy by maintaining the eight vehicle parking spaces for the exclusive use of the property located at 1721 South Flower Street, as the Recorded Covenant runs with the land and any future development will be required to comply with its applicable terms even with the proposed VTTM. However, 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, and 426-440 West Venice Boulevard. While the Recorded Covenant cites the 1616 South Flower Street address, it also describes the property as "Lot 1 of Tract No. 22198", which is the legal description for the entire Project Site. The Recorded Covenant, the Certificate of Occupancy, and Case No. ZA 2003-9927-CUX do not require a right-of-ingress from the alleyway abutting 1616 South Flower Street, contrary to the Appellant's claims. In addition, while the terms of the Settlement Agreement cannot be conditioned by the City, requirements under Case No. ZA-2003-9927-CUX-PA5 have been conditioned under the related CPC Case. Therefore, approval of the VTTM will not violate or substantially impair vested property rights, and the appeal should be denied.

### **Appeal Point 2**

The Commission failed to properly interpret and apply LAMC Section 12.21 A.4(g).

### **Staff Response 2**

The Appellant alleges that all measurements for the off-site parking location must include measurements along the alleyway abutting the Project Site to the south. Off-site parking is governed by LAMC Section 12.21 A.4(g), which states "[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 LAMC requires the distance between the Appellant's property and the Project Site (where the parking will be provided) to be no more than 750 feet measured horizontally along the street. The distance measured horizontally along Flower Street between the Appellant's property and the nearest point on the Project Site (which, again, comprises a single lot and parcel) is less than 750 feet and, therefore, complies with the LAMC. The entirety of the Project Site is located within 750 feet of the Appellant's property. In addition, the LAMC only requires that the property on which the parking will be provided be within 750 feet; there is no requirement for a specific access location or pathway of travel. The parking area on the Project Site will be useable for pedestrian travel from the public right-of-way connecting to the Appellant's property. Therefore, the City's application of the distance and measurement rules is consistent with LAMC Section 12.21 A.4(g), and the appeal should be denied.

### **Appeal Point 3**

Approval of the VTTM fails to impose conditions required to preserve interim parking and to avoid a regulatory taking/deprivation of vested use.

### **Staff Response 3**

The Appellant alleges that the Project would not properly provide temporary parking for the Appellant's property during construction. As part of the Settlement Agreement, eight interim parking spaces must be provided within 2,000 feet of 1616 South Flower Street during construction on the Project Site if such construction prevents the provision of these required spaces on the Project Site. While the Settlement Agreement includes this requirement, the City per Section H of the Settlement Agreement is bound only to enforce the Conditions of the Approval associated with Case No. ZA-2003-9927-CUX-PA5 and is not a party to the Settlement Agreement. Therefore, the City does not have the authority to impose these conditions from the Settlement Agreement. 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. However, requirements under Case No. ZA-2003-9927-CUX-PA5 have been conditioned under the related CPC Case, and the Project would be required to separately comply with any applicable requirements of the Settlement Agreement. As such, the Project would not result in the loss of the required interim parking, and the appeal should be denied.

#### **Appeal Point 4**

The VTTM does not provide adequate protections for physical identification, enforcement, and monitoring of covenant spaces.

#### **Staff Response 4**

The Appellant alleges that without enforceable protections, the intent of the Recorded Covenant is defeated. The Appellant acknowledges that parking and signage conditions have been adopted, but suggests that methods such as physical segregation, secured access (key-fob/controlled access), and attendant enforcement should be included in order to enforce exclusive use of the eight parking stalls. No such requirements are listed in the Recorded Covenant or the Settlement Agreement. In fact, Condition 8 (Parking Management) of Case No. ZA-2003-9927-CUX-PA5 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. Therefore, the VTTM would not interfere with the intent of the Recorded Covenant, and the appeal should be denied.

#### **Appeal Point 5**

There are procedural insufficiencies in the administrative record and the Commission failed to credit essential evidence.

#### **Staff Response 5**

The Appellant alleges that the CPC did not adequately consider the Appellant's submission as substantial evidence. However, the DAA and CPC, as the previous decision makers, considered all of the Appellant's arguments and evidence as part of the administrative record, and did not find any grounds to grant the appeal or deny the approvals. Furthermore, the Appellant has not submitted substantial evidence indicating that the findings cannot be made, as evidenced in the responses to the appeal points herein. Therefore, this appeal should be denied.

### **Conclusion**

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 complies with the Subdivision Map Act, including consistency with the applicable general and specific plans. The VTTM upholds and preserves the parking rights detailed in the Recorded Covenant by providing an equivalent eight off-site parking spaces at the same lot as 1616 South Flower Street. The VTTM adheres to the rules stipulated in LAMC Section 12.21 A.4(g) by providing parking in the Project Site lot which is located within 750 feet of the Appellant's lot. In addition, the City was not party to the Settlement Agreement and is not obligated to impose conditions related to the Settlement Agreement. Therefore, in consideration of all of the facts, Planning recommends that the PLUM Committee deny the appeal and sustain the decision of the City Planning Commission to approve the VTTM.

Sincerely,

VINCENT P. BERTONI, AICP  
Director of Planning

A handwritten signature in black ink, appearing to read 'V. Bertoni', with a stylized flourish at the end.

More Song  
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