

## 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: CPC-2018-3336-SN-TDR-CUB-SPR-MS

APN: \_\_\_\_\_

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

Final Date to Appeal: 10/23/2025

## 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 Yadegar

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:** 10/20/2025

## 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:** \$178

**Reviewed & Accepted by (DSC Planner):** Jason Chan/Claude Gooding

**Receipt No.:** 2025294001-92 **Date:** 10/21/25

☐ 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.





# LOS ANGELES CITY PLANNING COMMISSION

200 North Spring Street, Room 272, Los Angeles, California, 90012-4801, (213) 978-1300  
[www.planning.lacity.org](http://www.planning.lacity.org)

## LETTER OF DETERMINATION

**MAILING DATE: OCTOBER 03, 2025**

**Case No.: CPC-2018-3336-SN-TDR-CUB-SPR-MS**

Council District: 14 – Jurado

CEQA: ENV-2018-3337-SCEA

Plan Area: Downtown

Related Case: VTT-82213-1A

**Project Site:** 1600 – 1618 South Flower Street; 1601 – 1623 South Hope Street;  
426 – 440 West Venice Boulevard

**Applicant:** Jacob Taban, Venice Hope Group, LLC.  
Representative: Alex Irvine, Irvine and Associates Inc.

At its meeting **July 10, 2025**, the Los Angeles City Planning Commission took the actions below in conjunction with the following Project:

The South Park Towers Project (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.

1. **Found**, pursuant to Public Resources Code (PRC) Section 21155.2, after consideration of the whole of the administrative record, including the SB 375 Sustainable Communities Environmental Assessment (SCEA) No. ENV-2018-337-SCEA and Erratum dated September 2024, and all comments received, 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 and adopted the SCEA on October 1, 2024 pursuant to PRC Section 21155.2(b); **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 EIRs, including SCAG 2020-2045 RTP/SCS EIR (SCH No. 2015031035); **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. **Approved and recommended** that the City Council **adopt** the attached Modified ordinances, pursuant to Section 12.32 S of the Los Angeles Municipal Code (LAMC), an ordinance for the establishment of a Sign District (-SN Supplemental Use District) Zoning designation for the



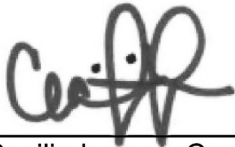
Project Site and an ordinance to provide a comprehensive set of sign regulations for the Project Site;

3. **Approved** and **recommended** that the City Council **approve**, pursuant to LAMC Section 14.5.6 B, a Transfer of Floor Area Rights and associated Public Benefits Payment for the transfer of greater than 50,000 square feet of floor area of up to 226,121 square feet of floor area for a Transit Area Mixed-Use Project, from the City of Los Angeles Convention Center (Donor Site) at 1201 South Figueroa Street, to the Project Site (Receiver Site), thereby permitting a maximum 6:1 FAR in lieu of the otherwise permitted 3:1 FAR;
4. **Requested** that within six months of the receipt of the Public Benefits Payment by the Public Benefit Trust Fund, the Chief Legislative Analyst convene the Public Benefit Trust Fund Committee, pursuant to LAMC Section 14.5.12;
5. **Approved**, pursuant to LAMC Sections 12.24 W.1 and 12.24 S, a Conditional Use Permit for the sale and dispensing of a full line of alcoholic beverages for on-site consumption within the proposed hotel; and a 20 percent reduction in the required amount of vehicle parking;
6. **Approved**, pursuant to LAMC Section 16.05, a Site Plan Review for the construction of a proposed development project which will create an increase of more than 50 dwelling units or guest rooms;
7. **Approved**, pursuant to LAMC Section 12.21 G, a Director's Determination to allow for up to a 10 percent reduction in the total required residential open space;
8. **Adopted** the attached Modified Conditions of Approval; and
9. **Adopted** the attached Amended Findings.

The vote proceeded as follows:

Moved: Choe  
Second: Klein  
Ayes: Cabildo, Mack, Saitman  
Absent: Diaz, Lawshe, Zamora

**Vote: 5 – 0**



Cecilia Lamas, Commission Executive Assistant II  
Los Angeles City Planning Commission

### **APPEAL PERIOD - EFFECTIVE DATE**

The decision of the Los Angeles City Planning Commission is appealable to City Council within 20 days after the mailing date of this determination letter. Any appeal not filed within the 20-day period shall not be considered by the Council.

### **FINAL APPEAL DATE: OCTOBER 23, 2025**

Notice: An appeal of the CEQA clearance for the Project pursuant to Public Resources Code Section 21151(c) is only available if the Determination of the non-elected decision-making body (e.g., ZA, AA, APC, CPC) **is not further appealable** and the decision is final.

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 listed above, 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, as well as the South Los Angeles DSC on Tuesdays and Thursdays, 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 <a href="mailto:planning.figcounter@lacity.org">planning.figcounter@lacity.org</a> (213) 482-7077	6262 Van Nuys Boulevard Van Nuys, CA 91401 <a href="mailto:planning.mbc2@lacity.org">planning.mbc2@lacity.org</a> (818) 374-5050	(In person appointments available on Tuesdays and Thursdays 8am-4pm only) 8475 S. Vermont Avenue 1st Floor Los Angeles, CA 90044 <a href="mailto:planning.southla@lacity.org">planning.southla@lacity.org</a>

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](https://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

Attachments: Sign District Zoning Ordinance, Map, Modified Draft South Park Towers Sign District Ordinance and Appendix A - Conceptual Sign Plans, Modified Conditions of Approval, Amended Findings

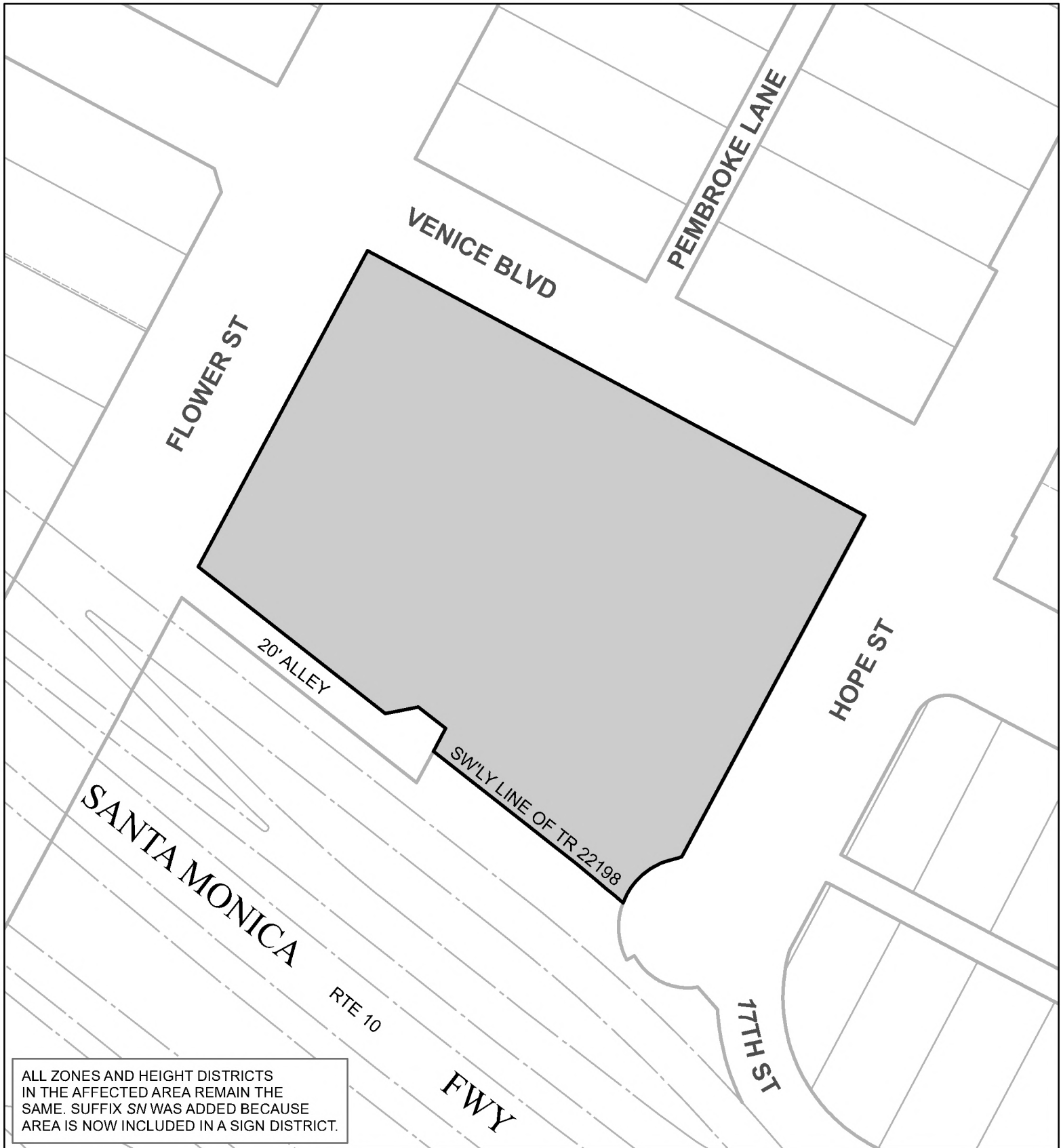
cc: Milena Zasadzien, Principal City Planner  
Mindy Nguyen, Senior City Planner  
More Song, City Planner

**ORDINANCE NO. \_\_\_\_\_**

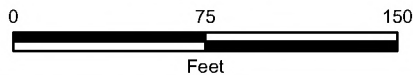
An ordinance amending Section 1.5.2 of Chapter 1A of the Los Angeles Municipal Code by amending the Zoning map.

THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

Section 1. The Zoning Map, as established in Section 1.5.2 of the Los Angeles Municipal Code, is hereby amended by changing the zone classifications on the properties shown upon a portion of the zoning map attached thereto and made a part of Article 1, Chapter 1A of the Los Angeles Municipal Code, so that such portion of the zoning map shall set forth the zone as shown on the attached zoning map.



**SOUTH PARK TOWERS  
SIGN DISTRICT**

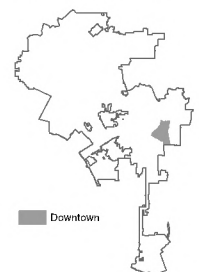


CPC-2018-3336-SN-TDR-CUB-SPR-MS

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City of Los Angeles





**DRAFT SOUTH PARK TOWERS SIGN DISTRICT**  
**(AS MODIFIED BY THE CITY PLANNING COMMISSION ON JULY 10, 2025)**

DRAFT

## **ORDINANCE NO. \_\_\_\_\_**

An ordinance establishing the South Park Towers Sign District (Sign District) pursuant to the provisions of Section 13.11 of the Los Angeles Municipal Code (Code).

**WHEREAS**, the General Plan Framework identifies the South Park Towers Project (Project) site as within the Downtown Center, which is intended as the primary economic, governmental, and social focal point of Los Angeles, with an enhanced residential community, and encourages the expansion of expansion of business, tourism, and housing that distinguishes and uniquely identifies the Downtown Center;

**WHEREAS**, the Project Site is designated for Transit Core land uses and is located within the Downtown Community Plan area, which envisions dense centers of activity that connect users to a variety of attractions, and encourages a mix of uses which create an active, 24-hour downtown environment for current residents and which would also foster increased tourism;

**WHEREAS**, the Project will be a mixed-use infill development incorporating commercial, hospitality, and residential uses with amenities for downtown residents and visitors to the City, supporting the City's goals of adding new hotel rooms in proximity to the Convention Center;

**WHEREAS**, the Project Site will require a unique and comprehensive program for on-and off-site signage that contributes to and enhances the identity of the Sign District area;

**WHEREAS**, a clear and consistent set of regulations established by this Sign District would provide a level of certainty for future signage for the site while remaining mindful of nearby sensitive residential uses and driver safety, providing signage compatible with the surrounding community character by limiting Digital Displays and Supergraphic Signs to Venice Boulevard and to the interior of the Project Site; and

**WHEREAS**, the Sign District will foster a vibrant urban environment with a unified aesthetic and sense of identity, by setting standards for uniform signage design, providing well-planned placement, design and architectural integration of signage with consideration for surrounding uses and architectural design, and improving pedestrian and traffic safety by directing functional wayfinding and building identification throughout the Project Site.

**NOW, THEREFORE,  
THE PEOPLE OF THE CITY OF LOS ANGELES  
DO ORDAIN AS FOLLOWS:**

### **SECTION 1. ESTABLISHMENT OF THE SOUTH PARK TOWERS SIGN DISTRICT.**

The City Council hereby establishes the South Park Towers Sign District (Sign District), which shall be that area of the City shown within the heavy solid line on **Map 1 - Sign District Boundary**, comprising approximately 1.7-acres of land, bounded by Venice Boulevard to the north, Flower Street to the west, an unnamed alley and the Interstate 10 Caltrans Right-of-Way to the south, and Hope Street to the east.

**Map 1 - Sign District Boundary**



## **SECTION 2. PURPOSE.**

The Sign District is intended to:

- A.** Support and enhance the land uses and urban design objectives of the Downtown Community Plan;
- B.** Create a unique and recognizable identity through signage elements to enhance and contribute to the development of the South Park District of Downtown Los Angeles, draw visitors to the Convention Center and Los Angeles Sports and Entertainment District to benefit the local economy, and reduce lingering blight;
- C.** Permit a variety of signage elements to allow for creativity and flexibility in design over time;
- D.** Ensure that new signs are responsive to and integrated with the aesthetic character of the structures on which they are located;
- E.** Protect adjacent residential communities from potential adverse impacts by concentrating signage away from residential areas, setting standards for signage amounts, size, illumination and sign motion/animation, and to establish a program requiring the removal of blight; and
- F.** Coordinate the location and display of signs so as to enhance the pedestrian realm, minimize potential traffic hazards, protect public safety, and maintain compatibility with surrounding uses.

### SECTION 3. APPLICATION OF SUPPLEMENTAL USE DISTRICT REGULATIONS.

- A. The regulations of this Ordinance are in addition to those set forth in the Planning and Zoning provisions of the Code. These regulations do not convey any rights not otherwise granted under the provisions and procedures contained in the Code or other relevant ordinances, except as specifically provided for in this Ordinance.
- B. Wherever this Ordinance contains provisions that establish regulations that are different from, more restrictive than, or more permissive than those contained in the Code, this Ordinance shall prevail.
- C. All signs authorized by this Ordinance must comply with applicable State and federal laws, including California's Outdoor Advertising Act (OAA) (Business and Professions Code Sections 5200-5486) and applicable safety provisions in the California Vehicle Code, including Vehicle Code Sections 21465, 21466, and 21466.5. Nothing in this Ordinance can or is intended to alter or avoid applicable State and federal requirements.

### SECTION 4. DEFINITIONS.

Whenever the following terms are used in this Ordinance, they shall be construed as defined in this Section. Words and phrases not defined here shall be construed as defined in Section 4C.11 (Signs) or Section 14.3 (Glossary) of the Code.

**Digital Display.** A sign face, building face, or any building or structural component that displays still images, scrolling images, moving images, or flashing images, including video and animation, through the use of grid lights, cathode ray projections, light emitting diode displays, plasma screens, liquid crystal displays, fiber optics, or other electronic media or technology that is either independent of or attached to, integrated into, or projected onto a building or structural component, or that may be changed remotely through electronic means and that is located within the Sign District.

**Off-Site Sign.** A sign located within the Sign District that displays any message directing attention to a business, product, service, profession, commodity, activity, event, person, institution, or any other commercial message, which is generally conducted, sold, manufactured, produced, or offered or occurs elsewhere than within the boundaries of the Sign District.

**On-Site Sign.** A sign located within the Sign District that is other than an Off-Site Sign.

**Supergraphic Sign.** A sign, located within the Sign District, consisting of an image projected onto a wall or printed on vinyl, mesh or other material with or without written text, supported and attached to a wall by an adhesive and/or by using stranded cable and eye-bolts and/or other materials or methods, and that does not comply with the following provisions of the Code: Sections 4C.11.6.C.9. (Projecting Signs), 4C.11.6.C.5. (Marquee Signs), 4C.11.2. (Temporary Signs), 4C.11.1.E.3 (Original Art Murals, Vintage Original Art Murals & Public Art Installations).

### SECTION 5. PROCEDURAL REQUIREMENTS.

- A. **Building Permits.** The Los Angeles Department of Building and Safety (LADBS) shall not issue a permit for a sign, a sign structure, sign illumination, or alteration of an existing sign within the Sign District unless the sign complies with: (1) the requirements of this Ordinance

as determined by the Director of Planning (Director); and (2) applicable requirements of the Code and State and federal laws.

- B. Director Sign-Off Required.** With respect to the following signs, only a ministerial Director Sign-Off on the permit application will be required prior to issuance by LADBS of a building permit for a sign within the Sign District. An application for a Digital Display or Supergraphic Sign should be submitted at the same time as an application for the new building or upgrades to an existing façade of a building on which such sign is proposed to be located, as feasible:

1. Digital Displays which are On-Site Signs
2. Supergraphic Signs which are On-Site Signs

The Director shall approve the permit if the sign is within the Sign District and otherwise complies with all the applicable requirements of this Ordinance and Appendix A (Conceptual Sign Plans), the applicable requirements of the Code, and State and federal laws. The Director's approval shall also be indicated by stamping and dating the permit plans.

- C. Exempt Signs, Murals, and Art Installations.** LADBS permit applications for the following sign types, Original Art Murals, and Public Art Installations shall be subject to LADBS review and approval, and/or Department of Cultural Affairs review and approval, and the applicable requirements of the Code, but are exempt from Director's review and do not require a Director's Sign-Off:

1. Awning Signs
2. Illuminated Canopy Sign
3. Marquee Signs
4. Monument Signs
5. Original Art Murals
6. Pedestrian Sign
7. Projecting Sign
8. Public Art Installations
9. Roof Signs
10. Temporary Signs
11. Wall Signs
12. Window Signs

- D. Project Compliance.** LADBS shall not issue a permit for the following signs unless the Director has issued a Project Compliance approval, pursuant to the procedures set forth in Section 13B.4.2 (Project Compliance) of the Code and the applicable standards set forth in Section 7 (General Requirements) and Section 8 (Standards for Specific Types of Signs) of



this Ordinance. An application for a Digital Display or Supergraphic Sign should be submitted at the same time as an application for the new building or upgrades to an existing façade of a building on which such sign is proposed to be located, as feasible:

1. Digital Displays which are Off-Site Signs
2. Supergraphic Signs which are Off-Site Signs

**E. Requests for Deviations, Modifications, and Interpretations of Regulations.**

1. The procedures for adjustments, exceptions, and interpretations to this Ordinance shall follow the procedures set forth in Section 13B.4 (Specific Plan Implementation) of the Code. In addition, an adjustment process may be utilized for an adjustment to any sign locations which are not in substantial conformance with Appendix A (Conceptual Sign Plans), but otherwise are consistent with the intent and purposes of the Sign District, do not individually or in the aggregate exceed the size limits under Section 7.A.1 (Digital Displays, Sign Area) or Section 7.B.1 (Supergraphic Signs, Sign Area) of this Ordinance, and do not exceed any applicable illumination standards of the Sign District, Code, or other applicable law. For the purposes of this Ordinance, a sign shall be considered in substantial conformance if it is within one story in height on the vertical axis and 10 feet on the horizontal axis from the location depicted in Appendix A (Conceptual Sign Plans). However, under no circumstance may the location change of an Off-Site Sign be to a location that is primarily visible from the adjacent freeway.
2. The procedures for modifications of entitlement shall follow the procedures set forth in Section 13B.5.4 (Modification of Entitlement) of the Code. In addition, a Modification of Entitlement process may be utilized for a modification to any sign, any sign support structure or to the Appendix A (Conceptual Sign Plans) that results in a change of a sign from a Digital Display to a Supergraphic Sign.
3. The procedures for amendments of this Ordinance shall follow the procedures set forth in Section 13B.1.2 of the Code.

**SECTION 6. GENERAL REQUIREMENTS.**

- A. General Requirements of Code.** Unless specified in this Ordinance to the contrary, the general sign requirements set forth in the Code and the underlying CX3 Use District shall apply to this Sign District for permits, plans, design and construction, materials, street address numbers, identification, maintenance, prohibited locations and sign illumination. However, Digital Displays and Supergraphic Signs do not count towards the total sign area allocation of four square feet per linear foot of building frontage as identified in Section 4C.11.5.C.2 (Total Sign Area Allowed) of the Code. A building permit shall be obtained from LADBS, for any signs, sign structures, and/or sign alterations, other than changes to or replacement of sign face copy, in accordance with the applicable provisions of the Code.
- B. Permitted Signs.** Except as otherwise prohibited in Section 6.C (Prohibited Signs) of this Ordinance, and notwithstanding Section 4C.11.1.C.8 (Prohibited Signs) of the Code, all signs described and regulated in Section 7 (Standards for Specific Types of Signs) of this Ordinance, all signs otherwise permitted by the Code, and all previously legally permitted signs shall be permitted within the Sign District subject to applicable State and federal law.
- C. Prohibited Signs.** The following signs shall be prohibited:

1. Inflatable Devices
  2. Pole Signs
  3. Any sign not specifically authorized by this Ordinance or by the Code or that does not comply with applicable State and federal laws
- D. Freeway Exposure.** Signs that are viewed primarily from a freeway, as defined in Section 4C.11.1.C.6.b (Freeway Exposure) of the Code, are prohibited.
- E. General Sign Area and Location Requirements.** The sign area and location of signage is subject to standards identified in Sections 6 (General Requirements) and Section 7 (Standards for Specific Types of Signs) of this Ordinance, Section 4C.11.1.C.9 (Prohibited Locations) of the Code, and applicable provisions of State and federal law, including the OAA and the Vehicle Code. In addition, no sign shall be placed over the exterior surface of any opening of a building, including its windows, doors, and vents, unless the Los Angeles Fire Department (LAFD) determines, in writing, that the sign would not create a hazardous condition.
- F. Illumination.** All signs may be illuminated by either internal or external means. The illumination regulations set forth in the Code shall apply except as set forth herein. Methods of signage illumination may include but are not limited to electric lamps, such as neon tubes; fiber optics; incandescent lamps; LED; LCD; cathode ray tubes exposed directly to view; shielded spotlights and wall wash fixtures. In addition, signage shall be subject to the following regulations:
1. **Lighting onto Residential Units.** All externally illuminated signs shall be designed, located, or screened so as to minimize to the greatest reasonable extent possible direct light sources onto any exterior wall of a residential unit. If signs are to be externally lit, the source of the external illumination shall be shielded from public view on adjoining or other residential or commercial lots.
  2. **Sign Illumination Limitations.** In accordance with Section 4C.11.1.C.3 (Sign Illumination Limitations) of the Code, no sign shall be arranged and illuminated in a manner that will produce a light intensity of greater than three-foot candles above ambient lighting, as measured at the property line of the nearest residentially zoned property. However, sign illumination for Digital Displays and Supergraphic Signs shall be exempt from any applicable provisions from Section 4C.10.1 (Outdoor Lighting) of the Code.
  3. **Reflective Materials.** Signage shall not use highly reflective materials such as mirrored glass.
  4. **Green Code.** All light sources, including illuminated signage, shall comply with the applicable provisions of CALGreen (Part 11 of Title 24, California Code of Regulations), California Energy Code (Part 6 of Title 24, CCR) 130.3 and Section 140.8 and the Green Code of the City of Los Angeles.
  5. **Digital Display Illumination Standards.**
    - a. **Brightness.** Digital Displays shall have a nighttime luminance, from sunset to

sunrise, no greater than 300 candelas per square meter ( $\text{cd/m}^2$ ), all white, and a daytime brightness, from sunrise to sunset, no greater than  $5,000 \text{ cd/m}^2$ . The Digital Displays shall transition smoothly at a consistent rate from their daytime luminance to their maximum permitted nighttime luminance levels, beginning not less than 45 minutes prior to sunset, and concluding not more than 45 minutes after sunset. After sunrise, signs will transition smoothly from the applicable nighttime maximum luminance of  $300 \text{ cd/m}^2$  for 45 minutes, up to their daytime luminance.

- b. **Adjustment of Luminance.** Each Digital Display shall be fully dimmable and shall be controlled by a programmable timer so that luminance levels may be adjusted according to the time of day and applicable lighting standards.
- c. **Beam Spread.** All light emitting diodes used within a Digital Display shall have a maximum horizontal beam spread of 165 degrees and maximum vertical beam spread of 90 degrees, facing primarily downwards and shall conform to the applicable provisions of the Code as well as federal and State laws, including the California Business and Professions Code and Vehicle Code.

**G. Sign Illumination Plan.** An initial signage illumination plan for the Digital Displays is provided as Appendix A (Conceptual Sign Plans), attached to Appendix K (Lighting Technical Study) in the SCEA (ENV-2018-3337-SCEA for the South Park Towers Project). No further signage illumination plan shall be required for signs that conform to the Appendix A (Conceptual Sign Plans). Signs that are not in conformance with the Appendix A (Conceptual Sign Plans) may be required, in addition to all other enforcement mechanisms and liabilities under the Code, to conform to a signage illumination plan imposed by the City or a court. If a new or revised signage illumination plan is required, it shall be submitted to the Director as part of the Project Compliance or other entitlement procedures for Digital Displays set forth in Section 5.D (Project Compliance) and Section 5.E (Requests for Deviations, Modifications, and Interpretations of Regulations) of this Ordinance. The signage illumination plan shall be prepared by a lighting design expert, and those portions of the plan setting forth the wattage draw must be certified and stamped by an electrical engineer certified by the State of California. The plan shall include specifications for all illumination, including maximum luminance levels, and shall provide for the review and monitoring of the displays by the City at the expense of the owner of the sign in order to ensure compliance with the regulations of this section.

**1. Illumination Testing Protocol for Digital Displays.** Prior to the operation of any Digital Display, the applicant shall conduct testing to indicate compliance with the illumination regulations of this Ordinance, and provide a copy of the results, along with a certification from an LADBS approved testing agency, to the Director and to LADBS stating that the testing results demonstrate compliance with the requirements of this Ordinance. The testing shall be at the applicant's expense and shall be conducted as follows:

- a. **Illuminance Testing.** In order to determine whether the illumination complies with the Code and the requirements of this Ordinance, a representative testing site shall be established on or next to those light sensitive receptors, as defined by the City's CEQA Guidelines, outside of the Sign District area, which have the greatest exposure to signage lighting on each of the four facades of the Project. A light meter mounted to a tripod at eye level, facing the project buildings, shall be calibrated and measurements taken to determine ambient light levels with the sign

on. A reading shall then be taken to determine the ambient light levels with the illuminated sign on and off. The difference between the two measurements shall be the amount of light the sign casts onto the sensitive receptor.

- b. **Re-testing.** In addition, if as a result of a complaint or otherwise, LADBS may undertake a preliminary investigation and determine if it has cause to believe the Project's signage lighting is not in compliance with this Ordinance, the Code, or other applicable laws. LADBS may request, at the expense of the applicant or its successor, that the testing protocol outlined in this section be implemented to determine compliance. If the testing reveals that the signage is not in compliance with this Ordinance, the applicant or its successor shall immediately adjust the signage illumination to bring it into compliance and shall be subject to all of the enforcement provisions of the Code including administrative citations for continuing daily violations.

**H. Refresh Rate.** The Refresh Rate is the rate at which a Digital Display may change content. The Refresh Rates are as follows and shall apply to Digital Displays as set forth in Section 7.A (Standards for Specific Types of Signs, Digital Displays) of this Ordinance.

1. **Controlled Refresh Rate.** The Controlled Refresh Rate shall be no more frequent than one refresh event every eight seconds, with an instant transition between images. The sign image must remain static between refreshes.
2. **Full Animation.** Full Animation shall permit images, videos, animation, parts and/or illumination that change, move, stream, scroll, or otherwise incorporate motion to change at an unrestricted rate.
3. **Vehicular Safety Features.** Digital Displays which are visible from any public street shall incorporate the following measures:
  - a. Digital Displays shall not incorporate driver interaction features.
  - b. Digital Displays shall not use colors or images that replicate or could be confused with traffic safety signage.
  - c. Digital Displays shall not use stroboscopic or flashing images.
  - d. Digital Displays shall use dissolves for transitions between static and animated content.

**I. Visual Maintenance.** All signs shall be maintained to meet the following criteria at all times:

1. The building and ground area around the signs shall be properly maintained. All unused mounting structures, hardware and wall perforation from any abandoned/removed sign shall be removed and building surfaces shall be restored to their original condition.
2. All sign copy shall be properly maintained and kept free from damage and other unsightly conditions, including graffiti.
3. All sign structures shall be kept in good repair and maintained in a safe and sound condition and in conformance with all applicable codes.

4. Razor wire, barbed wire, concertina wire, or other barriers preventing unauthorized access to any sign shall be hidden from public view.
5. No access platform, ladder, or other service appurtenance, visible from the sidewalk, street, or public right-of-way, shall be installed or attached to any sign structure.
6. Signs that are no longer serving the current tenants, including sign structures, shall be removed and the building facades originally covered by the signs shall be repaired and/or resurfaced with materials and colors that are compatible with the facades.

**J. Hazard Review.**

1. In connection with the adoption of this Ordinance, the City has completed the initial review otherwise required under Section 4C.11.1.C.5 (Hazard to Traffic) of the Code for signs that adhere to the specifications set forth in this Ordinance and, therefore, shall require no further hazard or Code compliance review, except as set forth below.
2. In the event: (i) any Digital Display is not in substantial conformance with the Appendix A (Conceptual Sign Plan); (ii) any sign does not adhere to the requirements of this Ordinance or requires an adjustment, exception or amendment to this Ordinance; or (iii) any sign that utilizes New Technologies, as set forth in Section 6.K (New Technologies) of the Ordinance, the proposed sign will require a permit from LADBS; and prior to submission to LADBS, must be submitted to the Los Angeles Department of Transportation (LADOT) for hazard evaluation and determination per Section 4C.11.1.C.5 (Hazard to Traffic) of the Code. Until LADOT determines that any such sign, individually or in the aggregate with other signs authorized under this Ordinance, do not constitute a hazard, LADBS shall not issue a permit for the sign or sign structure.
3. The City retains all rights to regulate all signs or to change the regulations applicable to any sign or to the Sign District created by this Ordinance without compensation to the owner or operator of the sign or any property within the Sign District, or any other person or entity. In the event the City receives evidence or otherwise reasonably believes that any sign, including any sign that is in substantial conformance with the Appendix A (Conceptual Sign Plans) and adheres to the requirements of this Ordinance, is or is being operated in a manner that is, or otherwise constitutes, a hazard to the safe and efficient operation of vehicles upon a street or a freeway, or which creates a condition that endangers the safety of persons or property, the City may act immediately to address the hazard or danger without compensation to the owner or operator of the sign or any property within the Sign District, or any other person or entity. In addition, LADBS may refer any sign to LADOT for hazard evaluation and determination per Section 4C.11.1.C.5 (Hazard to Traffic) of the Code, and the City may order the suspension or modification of operations of any sign pending the LADOT's hazard review and determination without compensation to the owner or operator of the sign or any property within the Sign District, or any other person or entity. If LADOT determines that a sign constitutes a hazard or creates a hazard or danger to traffic, pedestrians or other persons or property, the City may make the suspension or modification of the hazardous operation of the sign permanent without compensation to the owner or operator of the sign or any property within the Sign District, or any other person or entity.

- K. New Technologies.** The Director may permit the use of any technology or material which did not exist as of the effective date of this Ordinance, provided that the material is approved by LADBS and that the technology or material is permitted under applicable State and federal



laws, utilizing the Director's Interpretation procedure outlined in Section 13B.4.6 (Specific Plan Interpretation) of the Code, if the Director finds that such technology or material is consistent with the regulations described herein.

- L. Alterations, Repairs or Rehabilitation.** Any alteration, repair or maintenance work on a legally permitted sign or sign structure shall be governed by the Code and applicable State and federal laws.
- M. Materials.** The materials, construction, application, location and installation of any sign shall be in conformance with the Los Angeles Building Code and the Los Angeles Fire Code.

## **SECTION 7. STANDARDS FOR SPECIFIC TYPES OF SIGNS.**

### **A. Digital Displays.** Digital Displays shall comply with the following regulations:

- 1. Sign Area.** An individual Digital Display shall not exceed 664 square feet in sign area. The total combined area of all Digital Displays in the Sign District shall not exceed 1,368 square feet in area.
- 2. Number and Location.** Digital Displays shall be installed in substantial conformance with the number and locations identified in the Appendix A (Conceptual Sign Plans), provided that the total of all Digital Displays shall not exceed 1,368 square feet. For the purposes of this Ordinance, a sign shall be considered in substantial conformance if it is within one story on the vertical axis and 10 feet on the horizontal axis from the location depicted in the Appendix A (Conceptual Sign Plans), provided that a Lighting Study demonstrates that the Digital Display conforms with all illumination standards of this Ordinance. In addition, any location for a Digital Display in the Appendix A (Conceptual Sign Plans) may instead be replaced with a Supergraphic Sign.
- 3. Design.**
  - a. Digital Displays may use grid lights, cathode ray projections, light emitting diode displays, plasma screens, liquid crystal displays, fiber optics, or other electronic media or technology developed in the future but may not include strobe lights, flashing lights, revolving beacon, or any other technology that interferes with traffic safety or visibility or is prohibited by applicable State or federal law.
  - b. Digital Displays shall be integrated into the architectural design of the building and shall align with major building elements such as window banding or vertical changes in material or texture. Signs which are in substantial conformance as to the design indicated in the Appendix A (Conceptual Sign Plans) are deemed to meet the requirement for architectural compatibility.
- 4. Illumination.** Digital Displays shall be internally illuminated and subject to the applicable illumination standards of Section 6 (General Requirements) of this Ordinance.
- 5. Refresh Rates and Operation.**
  - a. Digital Displays not visible from the freeway may be permitted the Full Animation Refresh Rate.

- b. Digital Displays shall operate only during the time period beginning at 7:00 a.m. and ending at 12:00 a.m.
    - c. 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.
  - 6. **On-Site and Off-Site Standards.** Digital Displays may be On-Site or Off-Site Signs. Sections 4C.11.3.C.1 (Location), 4C.11.3.C.2 (Area), 4C.11.3.C.3 (Height), and 4C.11.3.C.4 (Spacing) of the Code for Off-Site Signs shall not apply.
  - 7. **Sign Reduction Program.** As set forth under Section 8 (Sign Reduction) of this Ordinance, no building permit shall be issued for any Off-Site Digital Display prior to approval of a Sign Reduction Plan and Project Compliance for that sign, incorporating the terms and sign reduction ratios of Section 8 (Sign Reduction) of this Ordinance. Digital Displays that are On-Site Signs are exempt from this requirement.
- B. Supergraphic Signs.** Supergraphic Signs shall comply with the following regulations:
- 1. **Sign Area.** In lieu of a Digital Display as permitted under Section 7.A of this Ordinance, a Supergraphic Sign may instead be permitted. The replacement Supergraphic Sign would then be subject to the sign area limitations for Digital Displays, as indicated in Section 7.A above.
  - 2. **Number and Location.** Replacement Supergraphic Signs shall be installed in substantial conformance with the number and locations identified in the Appendix A (Conceptual Sign Plans), provided that the total of all Digital Displays or replacement Supergraphic Signs shall not exceed 1,368 square feet. For the purposes of this Ordinance, a sign shall be considered in substantial conformance if it is within one story on the vertical axis and 10 feet on the horizontal axis from the location depicted in the Appendix A (Conceptual Sign Plans).
  - 3. **Design.**
    - a. A Supergraphic Sign that is comprised of vinyl or other material may be attached to a wall with an adhesive or by mechanical means approved by LADBS and the LAFD, if applicable.
    - b. Supergraphic Signs comprised of mylar or other film-like transparent material, such as perforated vinyl, may be applied directly to windows subject to the provisions of Section 6.D of this Ordinance.
    - c. Supergraphic Signs may adhere to windows provided that such signs have been scored into ten smaller portions for each glass panel that the sign covers or as otherwise approved by the LAFD.
    - d. Supergraphic Signs shall not obstruct outward views from windows.
    - e. Supergraphic Signs shall be integrated into the architectural design of the building and shall align with major building elements such as window banding or vertical changes in material or texture. Signs which are in substantial conformance as to the design indicated in Appendix A (Conceptual Sign Plans) are deemed to

meet the requirement for architectural compatibility.

4. **Illumination.** Supergraphic Signs may be non-illuminated, or externally illuminated with the light source shielded from view.
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.
6. **On-Site and Off-Site Standards.** Supergraphic Signs may be On-Site or Off-Site Signs. Sections 4C.11.3.C.1 (Location), 4C.11.3.C.2 (Area), 4C.11.3.C.3 (Height), and 4C.11.3.C.4 (Spacing) of the Code for Off-Site Signs shall not apply.
7. **Sign Reduction Plan.** As set forth under Section 8 (Sign Reduction) of this Ordinance, no building permit shall be issued for any Off-Site Supergraphic Sign prior to approval of a Sign Reduction Plan and Project Compliance for that sign, incorporating the terms and sign reduction ratios of Section 8 of this Ordinance. Supergraphic Signs that are On-Site Signs are exempt from this requirement.

## **SECTION 8. SIGN REDUCTION.**

Sign reduction is required for all Digital Displays and Supergraphic Signs that are Off-Site Signs. An applicant shall seek approval of a Sign Reduction Plan by filing a Project Compliance application with the Director, pursuant to Section 13B.4.2 (Project Compliance) of the Code. The application shall demonstrate compliance with the following requirements:

- A. **Removal of Off-Site Signage.** A property owner or ground lessee within the Sign District area shall be permitted to install Digital Displays and Supergraphic Signs that are Off-Site Signs only if the property owner or ground lessee demonstrates the removal of existing, legally permitted Off-Site Signs, including non-conforming Off-Site Signs, in existence as of the effective date of this Ordinance, that are removed from any other property located within the boundaries of Council District 14 or the Downtown Community Plan, based upon the following sign reduction ratios:
  1. **Supergraphic Signs.** Each square foot of new Supergraphic Sign area shall be offset by a minimum reduction of one square feet of existing Off-Site Sign area.
  2. **Digital Displays.** Each square foot of new Digital Display sign area shall be offset by a minimum reduction of two square feet of existing Off-Site Sign area.
- B. **Proof of Legal Status, Removal Rights and Indemnification.** At the time of application for each Off-Site Sign, the Sign Reduction Plan shall not be approved unless the applicant submits the following with the application form:
  1. **Valid Building Permit.** A valid building permit, to the extent available, demonstrating that the sign to be removed constitutes a legal use.
  2. **Property Owner's Statement.** A written statement from the owner of the property from which the sign(s) will be removed, and the owner of the sign(s) to be removed, attesting that they have the legal right to remove the sign at issue and agree that once removed, the sign(s) at issue may not be reinstalled. This written statement must be signed under penalty of perjury and notarized.

- 3. Indemnification.** An executed agreement from the applicant promising to defend and indemnify the City against any and all legal challenges filed by a third party relating to the removal of the sign(s).
- C. Proof of Sign Removal.** With respect to each removed Off-Site Sign, the applicant shall submit a final demolition permit and photographic evidence that such sign has been removed prior to the issuance of any building permit for any Off-Site Digital Display or Supergraphic Sign subject to this Section of this Ordinance.
- D. Transfer of Rights.** The removal of Off-Site signage pursuant to this Section shall not be used to install signs on any property outside of this Sign District, or in violation of the requirements of this Ordinance. Under no circumstances shall the removal of Off-Site signage be credited more than once for the approval of an Off-Site Digital Display or Supergraphic Sign within the Sign District.

## **SECTION 9. SEVERABILITY.**

If any provision of this Ordinance or its application to any person or circumstance is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, the invalidity shall not affect other provisions, clauses or applications of said Ordinance, which can be implemented without the invalid provision, clause or application, and to this end, the provisions and clauses of this Ordinance are declared to be severable. The City Council hereby declares that it would have passed this Ordinance and each portion or subsection, sentence, clause and phrase herein, irrespective of the fact that any one or more portions, subsections, sentences, clauses or phrases be declared invalid.

## **SECTION 10.**

The City Clerk shall certify to the passage of this Ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; and one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

# SOUTH PARK TOWERS

## SIGN DISTRICT

### **APPENDIX A - CONCEPTUAL SIGN PLAN**

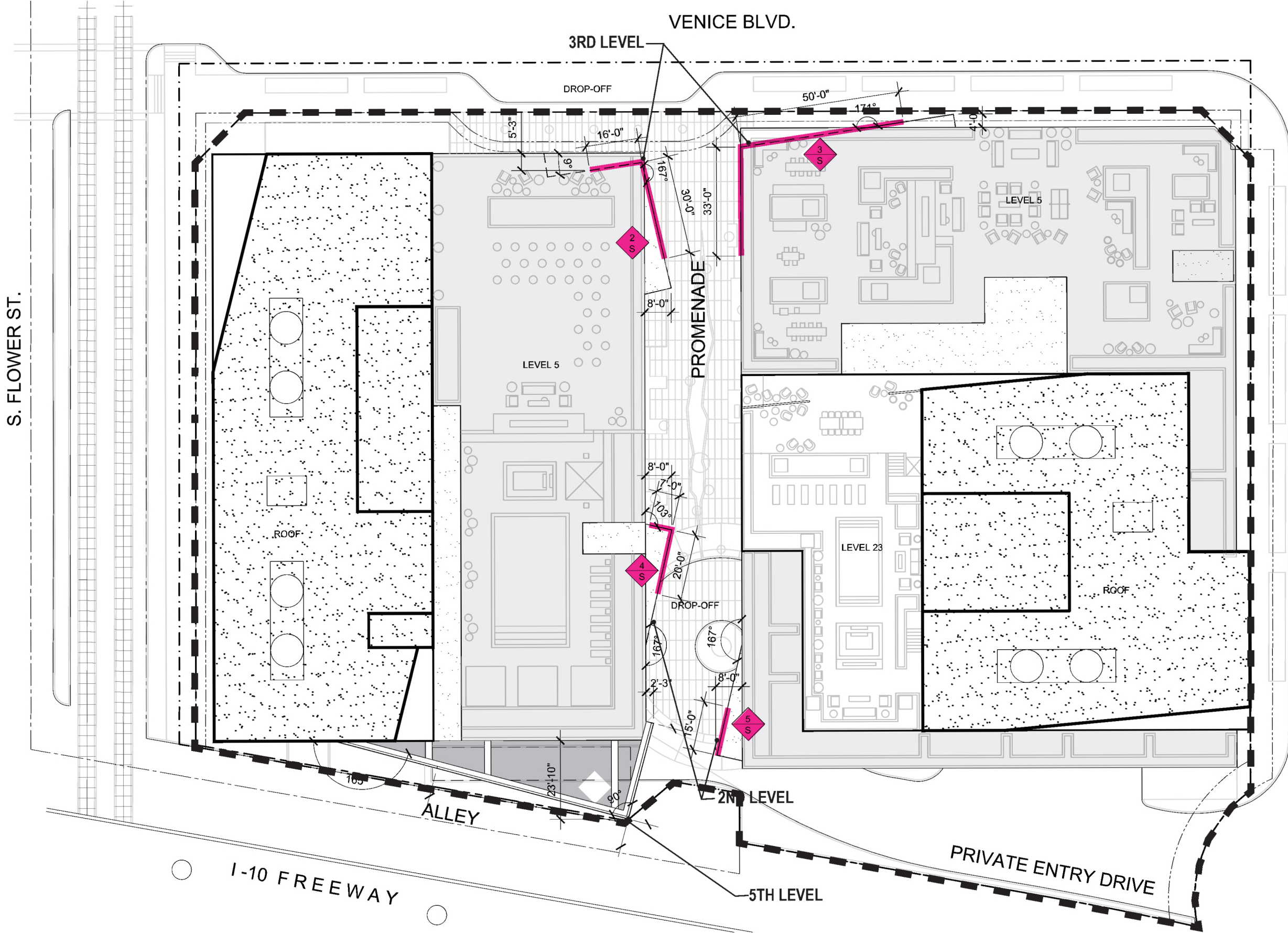
#### SHEETS

- 01 Sign Matrix
- 02 Sign Plan
- 06 Signs 2 & 3
- 07 Signs 2 & 3
- 08 Street View from North
- 10 Aerial View from North

SIGN TYPE	ID #	SIGN HEIGHT	SIGN WIDTH	MAX ANGLE FROM WALL	MAX PROJECTION FROM WALL	AREA PER SIGN FACE	TOTAL AREA PER SIGN	HEIGHT TO BOTTOM	HEIGHT TO TOP	FREEWAY FACING / VISIBLE	LEVEL
SUPERGRAPHIC SIGN OR DIGITAL DISPLAY	S-2	8FT	16FT	9°	-5FT3IN	128 SF	268 SF	27FT	35FT	NO	3
		8FT	30FT	167°	8FT	240 SF					
SUPERGRAPHIC SIGN OR DIGITAL DISPLAY	S-3	8FT	50FT	171°	4FT	400 SF	664 SF	27FT	35FT	NO	3
		8FT	33FT	0°	0FT	264 SF					
SUPERGRAPHIC SIGN OR DIGITAL DISPLAY	S-4	8FT	7FT	103°	8FT	56 SF	216 SF	17FT	25FT	NO	2
		8FT	20FT	167°	8FT	160 SF					
SUPERGRAPHIC SIGN OR DIGITAL DISPLAY	S-5	8FT	15FT	167°	8FT	120 SF	120 SF	17FT	25FT	NO	2

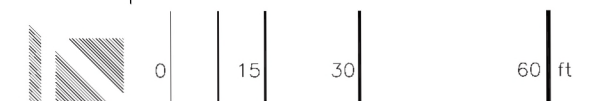
NOTE: STRUCTURAL PLANS AND CALCULATIONS STAMPED AND SIGNED BY A LICENSED ENGINEER SHOWING THE SIGN CONSTRUCTION MATERIALS AND METHOD(S) OF ATTACHMENT TO THE BUILDING SHALL BE PROVIDED AT TIME OF PERMIT.





#### SIGN TYPE LEGEND

 NON-FREEWAY FACING / VISIBLE  
SUPERGRAPHIC OR DIGITAL DISPLAY SIGN



02

## Ground Level Plan

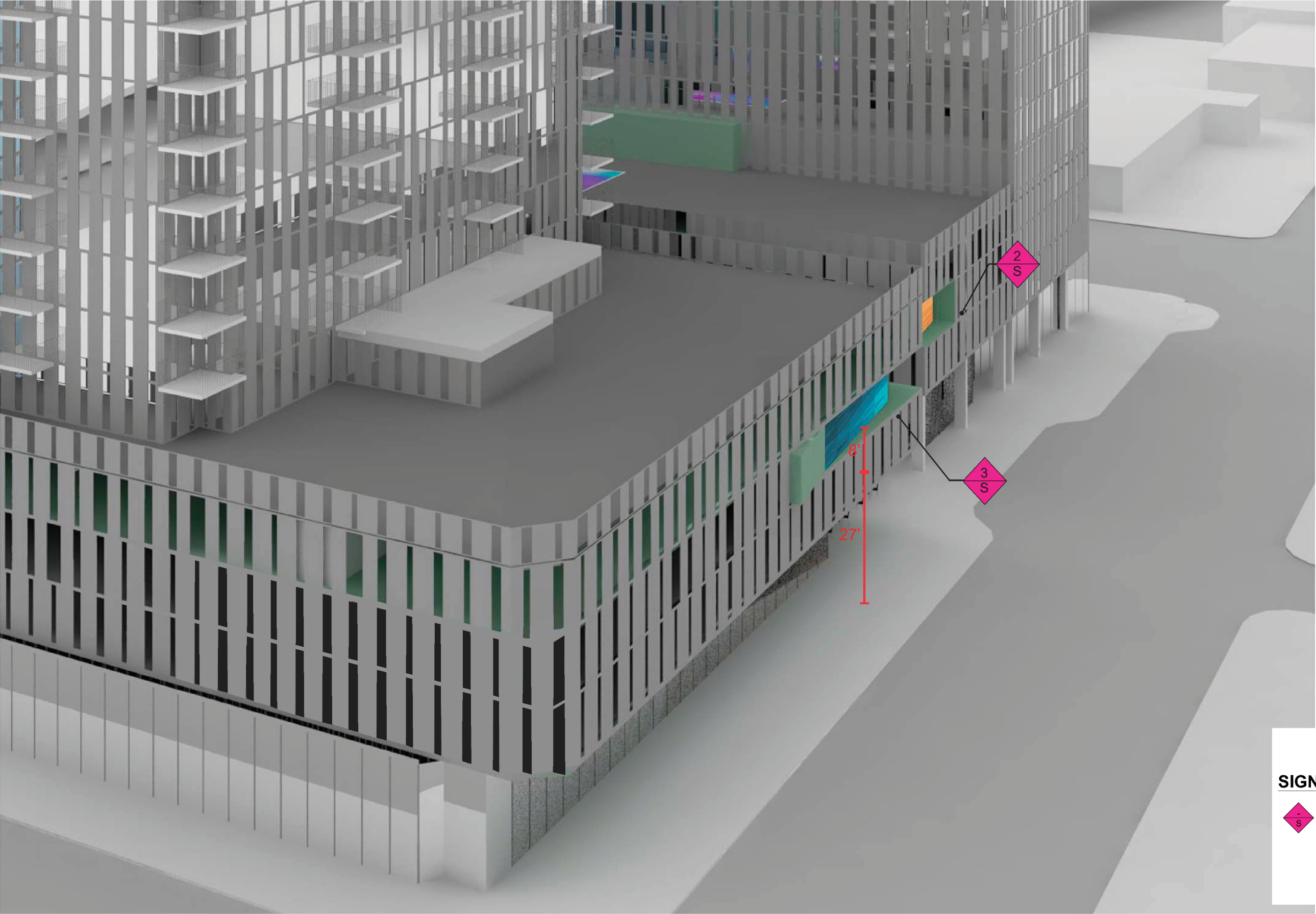
South Park Towers Sign District  
Appendix A - Conceptual Sign Plan

07 10 25









**SIGN TYPE LEGEND**

 NON-FREEWAY FACING / VISIBLE  
SUPERGRAPHIC OR DIGITAL DISPLAY SIGN





**SIGN TYPE LEGEND**



**NON-FREEWAY FACING / VISIBLE**  
SUPERGRAPHIC OR DIGITAL DISPLAY SIGN

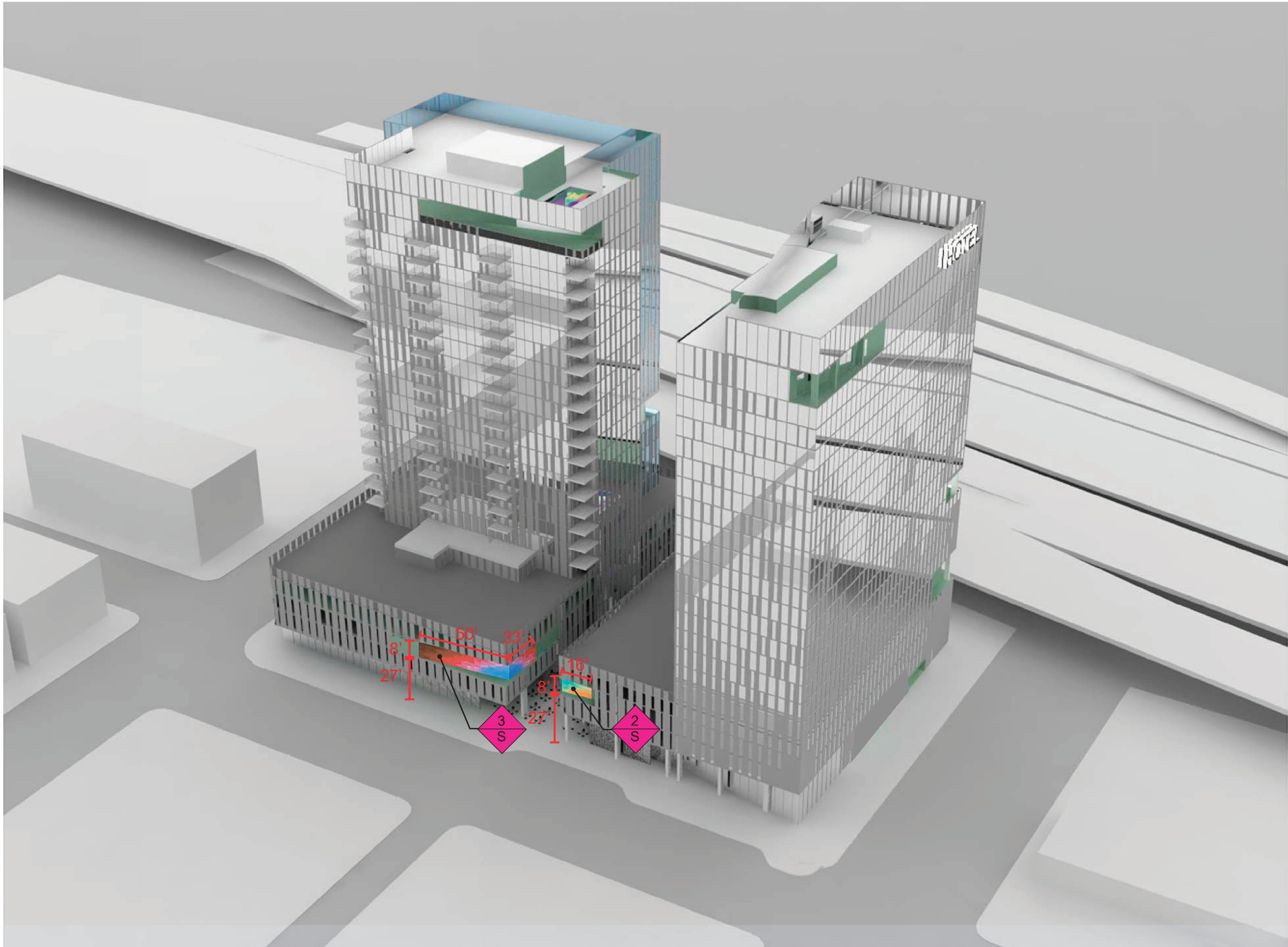
08

Street View from North

South Park Towers Sign District  
Appendix A - Conceptual Sign Plan

07 10 25





**SIGN TYPE LEGEND**



**NON-FREEWAY FACING / VISIBLE**  
SUPERGRAPHIC OR DIGITAL DISPLAY SIGN

## CONDITIONS OF APPROVAL

(As Modified by the City Planning Commission at its meeting on July 10, 2025)

Pursuant to LAMC Sections 14.5.6, 12.24 W.1, 12.24 S, 16.05, and 12.21 G, the following conditions are hereby imposed upon the use of the subject property.

### Transfer of Floor Area Conditions

1. **Floor Area.** The Project shall not exceed a total floor area of 452,630 square feet. The Transfer Payment and Public Benefit Payment shall be pro-rated to the amount of TFAR being acquired in the event the maximum amount of TFAR is not required. The lot area used to calculate the base floor area shall be 75,503 square feet with a 3:1 FAR. The buildable area of a Transit Area Mixed Use Project used to calculate the maximum floor area shall be 110,035 square feet with a 6:1 FAR. Changes to the Project that result in a 20 percent or greater decrease in floor area shall require new entitlements. The Department of City Planning reserves the right to confirm the accuracy of the requested floor area, and to verify the calculation of the Transfer Payment and Public Benefit Payment at any time prior to the issuance of the building permit, or 24 months after the final approval of the Transfer and the expiration of any appeals or appeal period or any extensions permitted by the Director in accordance with Section 14.5.11 of the LAMC.
2. **TFAR Transfer Payment.** The Project is subject to and shall pay a TFAR Transfer Payment in conformance with LAMC Sections 14.5.6 through 14.5.12. Such payment shall be based on the actual amount of floor area transferred to the Project Site.
  - a. The total amount of floor area authorized to be transferred from the Los Angeles Convention Center (Donor Site) by this action shall not exceed 226,121 square feet. The total floor area of the Project Site (Receiver Site) shall not exceed 452,630 square feet.
  - b. The Applicant shall provide a TFAR Transfer Payment consistent with LAMC Section 14.5.10 in the amount of five dollars per square foot of floor area transferred, equal to \$1,130,605 for the transfer of 226,121 square feet from the Los Angeles Convention Center located at 1201 Figueroa St (Donor Site) to the Project Site (Receiver Site).
3. **Public Benefit Payment.** The Project is subject to and shall pay a Public Benefit Payment in conformance with LAMC Sections 14.5.6 through 14.5.12.
  - a. The Applicant shall provide a Public Benefit Payment consistent with LAMC Section 14.5.9 in the amount of \$2,275,495 provided that at least 50 percent (\$1,137,748) of the Public Benefit Payment consists of a cash payment by the Applicant to the Public Benefit Payment Trust fund. Direct Provision payments shall be paid directly to the recipients. Proof shall be provided in the form of a cleared check or bank statement and a letter signed by the Executive Director of each organization. Consistent with the LAMC, the Project shall provide 50 percent (\$1,137,747) of the Public Benefit Payment as a direct provision payment by directly providing the following public benefit:
    - i. A payment to the City of Los Angeles Council District 14 Public Benefits Trust Fund for Affordable Housing in the amount of \$1,137,747. The funds shall be utilized for construction and operation of affordable housing developments.



- b. At the time of issuance of the Certificate of Occupancy for the Project, the Applicant shall provide an update to the file from the recipient of direct provisions detailing how the money has been spent thus far.
- c. The Applicant shall pay the required Public Benefit Payment, less the cost of the Direct Provision of Public Benefits, in cash to the Public Benefit Trust Fund, pursuant to the terms of Ordinance No. 181,574 (Article 4.5 of the LAMC). The Public Benefit Payment proof of cash payment and direct provision of public benefits is required upon the earliest occurrence of either:
  - i. The issuance of the building permit for the Project; or
  - ii. Twenty-four months after the final approval of the Project and the expiration of any appeals or appeal period.

Should the Applicant not make the required payments within the specified time, the subject approval shall expire, unless extended by the Director in writing.

- 4. The Project shall comply with any urban design standards and guidelines adopted by the City Planning Commission for the area, including the Downtown Design Guide, and any other applicable design guidelines.

#### **Conditional Use Permit Conditions**

- 5. The authorized use shall be conducted at all times with due regard for the character of the surrounding district, and the right is reserved to the City Planning Commission or its designee to impose additional corrective Conditions, if, in their opinion, such Conditions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property.
- 6. **Use.** Authorized herein is the sale and dispensing of a full line of alcoholic beverages for on-site consumption only in conjunction with a proposed hotel. The grant shall be subject to the following limitations:
  - a. Alcoholic beverage service shall be permitted within the following areas of the hotel:
    - Minibars in the 300 new guest rooms
    - In-room dining (room service) in the 300 new guest rooms
    - A 950 square-foot bar on Level 1
    - A 950 square-foot lounge on Level 1
    - A 1,200 square-foot indoor dining room on Level 1
    - A 575 square-foot outdoor dining area on Level 1
    - A maximum of six meeting rooms on Level 5 encompassing a total of 6,125 square feet
    - A 5,200 square-foot outdoor event terrace on Level 5
    - A 4,281 square-foot outdoor pool and sun terrace on Level 5
    - A 1,470 square-foot outdoor terrace on Level 9
  - b. Seating shall be limited to the following:
    - A maximum of 38 indoor seats within the bar on Level 1
    - A maximum of 38 indoor seats within the lounge on Level 1
    - A maximum of 65 indoor seats within the indoor dining room on Level 1
    - A maximum of 38 outdoor seats within the outdoor dining area on Level 1

- A maximum of 262 total indoor seats within the six meeting rooms on Level 5
  - A maximum of 350 outdoor seats within the event terrace on Level 5
  - A maximum of 42 outdoor seats within the pool and sun terrace on Level 5
  - A maximum of 10 outdoor seats within the terrace on Level 9
- c. The number of seats shall not exceed the maximum allowable occupant load as determined by the Department of Building and Safety.

## **7. Hours of Operation.**

- a. Hours of operation for alcoholic beverage service within the following areas of the hotel shall be as follows:
- 24 hours daily for the guest rooms (in-room minibars and in-room dining [room service])
  - 6:00 a.m. to 2:00 a.m. daily for all other areas designated in Condition No. 6
- b. No after-hours use is permitted, except routine clean-up. This includes but is not limited to private or promotional events, special events, excluding any activities which are issued film permits by the City.

## **8. Security.**

- a. All exterior portions of the site shall be adequately illuminated in the evening so as to make discernible the faces and clothing of persons utilizing the space. Lighting shall be directed onto the site without being disruptive to persons on adjacent properties.
- b. A camera surveillance system shall be installed and operating at all times to monitor the interior, entrance, exits and exterior areas, in front of and around the premises. Recordings shall be maintained for a minimum period of 30 days and are intended for use by the Los Angeles Police Department.
- c. The applicant shall be responsible for monitoring both patron and employee conduct on the premises and within the parking areas under their control to assure behavior that does not adversely affect or detract from the quality of life for adjoining residents, property owners, and businesses.
- d. Loitering is prohibited on or around these premises or the area under the control of the applicant. "No Loitering or Public Drinking" signs shall be posted in and outside of the subject facility.
- e. At least one on-duty manager with authority over the activities within the facility shall be on the premises at all times that the facility is open for business. The on-duty manager's responsibilities shall include the monitoring of the premises to ensure compliance with all applicable State laws, Municipal Code requirements and the conditions imposed by the Department of Alcoholic Beverage Control (ABC) and the conditional use herein. Every effort shall be undertaken in managing the facility to discourage illegal and criminal activity on the subject premises and any exterior area over which the building owner exercises control, in effort to ensure that no activities associated with such problems as narcotics sales, use or possession, gambling, prostitution, loitering, theft, vandalism or truancy occur.

## **9. There shall be no Adult Entertainment of any type pursuant to LAMC Section 12.70.**

10. No conditional use for dancing has been requested or approved herein. Dancing is prohibited.
11. There shall be no live entertainment or amplified music on the premises. There shall be no karaoke, disc jockey, or topless entertainment.
12. Coin operated game machines, pool tables or similar game activities or equipment shall not be permitted. Official California State lottery games and machines are allowed.
13. **Good Neighbor Program.** Prior to the utilization of this grant, a telephone number and email address shall be provided for complaints or concerns from the community regarding the operation of the hotel. The phone number and email address shall be posted at the hotel lobby.

Complaints shall be responded to within 24-hours. Each tenancy shall maintain a log of all calls and emails, detailing: (1) date complaint received; (2) nature of complaint, and (3) the manner in which the complaint was resolved.

14. **STAR/LEAD/RBS Training.** Within the first six months of operation, all employees involved with the sale of alcohol shall enroll in the Los Angeles Police Department "Standardized Training for Alcohol Retailers" (STAR) or Department of Alcoholic Beverage Control "Licensee Education on Alcohol and Drugs" (LEAD) training program or the Responsible Beverage Service (RBS) Training Program. Upon completion of such training, the applicant shall request the Police Department or Department of Alcohol Beverage Control to issue a letter identifying which employees completed the training. STAR or LEAD or RBS training shall be conducted for all new hires within three months of their employment.
15. The Applicant shall be responsible for maintaining free of litter the area adjacent to the premises over which they have control, including the sidewalk in front of the Project Site.
16. The approved conditions shall be retained on the premises at all times and produced immediately upon request of the Police Department, Department of Alcoholic Beverage Control, or the Department of Building and Safety. The on-site Manager and employees shall be knowledgeable of the conditions herein.
17. An electronic age verification device shall be purchased and retained on the premises to determine the age of any individual and shall be installed on at each point-of-sales location. This device shall be maintained in operational condition and all employees shall be instructed in its use.
18. Smoking tobacco or any non-tobacco substance, including from electronic smoking devices, is prohibited in or within ten feet of the outdoor dining areas in accordance with Los Angeles Municipal Code Section 41.50 B.2.c. This prohibition applies to all outdoor areas of the project site if the outdoor area is used in conjunction with food service and/or the consumption, dispensing, or sale of either alcoholic or non-alcoholic beverages.
19. The applicant(s) and all tenancies shall comply with 6404.5(b) of the Labor Code, which prohibits smoking within any place of employment. The applicant/any tenancy shall not possess ashtrays or other receptacles used for the purpose of collecting trash or cigarettes/cigar butts within the interior of the subject establishment.
20. **Designated Driver Program.** Prior to the utilization of this grant, the operator of the hotel, and each operator of each restaurant/bar/lounge establishment if applicable, shall establish



a "Designated Driver Program" which shall include, but not be limited to, signs/cards, notation on websites/social media, notifying patrons of the program, at each establishment location. The signs/cards/website/social media shall be visible to the customer and posted or printed in prominent locations or areas of each establishment. These may include signs/cards on each table, at the entrance, at the host station, in the waiting area, at the bars, or on the bathrooms, or a statement in the menus, a website, or on social media.

21. Any music, sound or noise which is under control of the applicant shall not constitute a violation of Sections 112.06 or 116.01 of the Los Angeles Municipal Code (Citywide Noise Ordinance) and shall not be audible beyond the subject premises. At any time during the term of the grant a City inspector may visit the site during operating hours to measure the noise levels using a calibrated decibel/sound level meter. If, upon inspection, it is found that the noise level exceeds those allowed by the Citywide Noise Ordinance, the owner/operator will be notified and will be required to modify or, eliminate the source of the noise or retain an acoustical engineer to recommend, design and implement noise control measures within property such as, noise barriers, sound absorbers or buffer zones.
22. **Private Events.** Any use of any tenancy for private events, including corporate events, birthday parties, anniversary parties, weddings or other private events which are not open to the general public, shall be subject to all the same provisions and hours of operation stated herein.
23. The Applicant shall not sublet any portion of the premises to outside "promoters" for nightclub activity.
24. **MViP – Monitoring Verification and Inspection Program.** Prior to the effectuation of this grant, fees required per LAMC Section 19.01 E.3 - Monitoring of Conditional Use Permits, Inspection, and Field Compliance for Review of Operations and Section 19.04 - Miscellaneous ZA Sign Offs shall be paid to the City.
  - a. Within 24 months from the beginning of operations or issuance of a Certificate of Occupancy, a City inspector will conduct a site visit to assess compliance with, or violations of, any of the conditions of this grant. Observations and results of said inspection will be documented and included in the administrative file.
  - b. The owner and operator shall be notified of the deficiency or violation and required to correct or eliminate the deficiency or violation. Multiple or continued documented violations or Orders to Comply issued by the Department of Building and Safety which are not addressed within the time prescribed, may result in additional corrective conditions imposed by the Zoning Administrator.
25. At any time during the period of validity of this grant (authorizing the sale of alcoholic beverages), if it is determined that the new operation is not in substantial conformance with the approved floor plan, or the operation has changed in mode or character from the original approval, or if documented evidence be submitted showing a continued violation(s) of any condition(s) of this grant resulting in a disruption or interference with the peaceful enjoyment of the adjoining and neighboring properties, the City Planning Commission or their designee reserves the right to require that the owner or operator file a Plan Approval application, in association with the appropriate fees, and a 500-foot notification radius. The purpose of the plan approval will be to review the operation of the premise and establish conditions applicable to the use as conducted by the new owner or operator, consistent with the intent of the Conditions of this grant. Upon this review, the City Planning Commission or their designee may modify, add, or delete conditions, and if warranted, reserves the right to conduct this public hearing for nuisance abatement/revocation purposes.

- 26. Vehicle Parking.** The Project shall be permitted a reduction of 20 percent in the required amount of vehicle parking. Prior to the issuance of a building permit, the Applicant shall update the plans stamped Exhibit A, dated July 10, 2025, with corrected vehicle parking requirements for all proposed uses, to the satisfaction of the Department of City Planning, Major Projects.

**Site Plan Review Conditions**

- 27. Site Development.** The use and development of the Project Site shall be in substantial conformance with the plans stamped Exhibit A, dated July 10, 2025. No change to the plans will be made without prior review by the Department of City Planning, Major Projects, and written approval by the Director of Planning. Each change shall be identified and justified in writing. Minor deviations may be allowed in order to comply with the provisions of the Municipal Code or the Project conditions.
- 28. Landscaping.** Prior to the issuance of a building permit, a landscape and irrigation plan shall be submitted to the Department of City Planning for approval. The landscape plan shall be in substantial conformance with the landscape plan stamped Exhibit A, dated July 10, 2025. Minor deviations from the requirements provided below may be permitted by the Department of City Planning to permit the existing landscaping conditions provided that the plantings are well established and in good condition.
- 29. Parking Structures.**
- a. All above-grade levels of the Project's parking podium shall be consistent with the façade treatments in the plans stamped Exhibit A, dated July 10, 2025.
  - b. Entrances, elevators, and stairs for parking structures shall be easily accessible and highlighted architecturally.
- 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.
- 31. Design.**
- a. Along the project's ground floor façade along Venice Boulevard, the project shall incorporate no less than a total of 200 horizontal feet of transparent/glazed surfaces, such as windows and transparent doors. Along the project's ground floor façade along Hope Street, the project shall incorporate no less than a total of 75 horizontal feet of transparent/glazed surfaces, such as windows and transparent doors. Along the project's ground floor façade along Flower Street, the project shall incorporate no less than a total of 25 horizontal feet of transparent/glazed surfaces, such as windows and transparent doors. Transparent/glazed surfaces must be a minimum of four feet in height to count towards this requirement.
  - b. All building façades shall utilize a minimum of two different materials. Windows, doors, balcony railings, and decorative features (such as light fixtures, planters, etc.) are excluded from meeting this requirement.
  - c. The exterior of the proposed structure shall be constructed of materials such as, but not limited to, high-performance and/or non-reflective tinted glass (no mirror-like tints or

films) and pre-cast concrete or fabricated wall surfaces to minimize glare and reflected heat.

- d. Glass used in building façades shall be non-reflective or treated with a non-reflective coating in order to minimize glare from reflected sunlight.
- e. The Applicant shall incorporate additional roof articulation design features for the two proposed towers, to the satisfaction of the Department of City Planning, Major Projects.

**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, July 10, 2025. The Paseo shall meet the following requirements:

- a. Remain publicly accessible 24 hours a day, and gates or other barriers blocking pedestrian access through the paseo shall be prohibited. No motorized vehicles shall be permitted, except for emergency vehicles used during an emergency.
- b. Incorporate one publicly accessible seat for every 200 square feet of area. Seating reserved for the use of restaurants or an outdoor dining establishment shall not count towards meeting this requirement.
- c. Provide supportive amenities conducive to first-last mile connections, multi-modal transportation, and mobility hubs, including bikeshare stations, Wi-Fi, and transit information.
- d. Provide signage indicating public use (i.e., containing the phrase “Open to the Public”) and also include contact information for maintenance or emergency.
- e. At least 40 percent of the Paseo area, excluding any outdoor dining areas associated with a restaurant tenant space, shall be landscaped with planting.
- f. The Paseo shall be lined with active ground floor uses (as outlined in the Downtown Design Guide) along a minimum of 50 percent of its frontage on both sides.
- g. The Paseo shall be maintained in good condition by the Project operator and/or owner for the life of the Project.

**33. Pick-Up/Drop-Off Zones.** Pick-up/drop-off curb cutouts on the street are prohibited along the Project’s street frontages. Pick-up/drop-off shall be conducted on-site or along the street curbs only.

**34. Tree Wells.** The minimum depth of tree wells and planters on the rooftop, any above-grade open space, and above a subterranean structure shall be as follows:

- a. Minimum depth for trees shall be 42 inches.
- b. Minimum depth for shrubs shall be 30 inches.
- c. Minimum depth for herbaceous plantings and ground cover shall be 18 inches.
- d. Minimum depth for an extensive green roof shall be three inches.

The minimum amount of soil volume for tree wells shall be based on the size of the tree at maturity as follows:

- a. 220 cubic feet for a tree 15 - 19 feet tall at maturity.
  - b. 400 cubic feet for a tree 20 - 24 feet tall at maturity.
  - c. 620 cubic feet for a medium tree or 25 - 29 feet tall at maturity.
  - d. 900 cubic feet for a large tree or 30 - 34 feet tall at maturity.
- 35. Tree Maintenance.** New trees planted within the public right-of-way shall be spaced not more than an average of 30 feet on center, unless otherwise permitted by the Urban Forestry Division, Bureau of Public Works.
- 36. Utilities.** All utilities shall be fully screened from view of any abutting properties and the public right-of-way.
- 37. Signage.** There shall be no off-site commercial signage on construction fencing during construction.
- 38. Lighting.** Outdoor lighting shall be designed and installed with shielding, such that the light source cannot be seen from adjacent residential properties, the public right-of-way, nor from above.
- a. Areas where nighttime uses are located shall be maintained to provide sufficient illumination of the immediate environment so as to render objects or persons clearly visible for the safety of the public and emergency response personnel.
  - b. All pedestrian walkways, storefront entrances, and vehicular accessways shall be illuminated with lighting fixtures.
  - c. Light fixtures located on the Project Site (and not in the public right-of-way) shall be harmonious with the building design. Wall mounted lighting fixtures to accent and complement architectural details at night shall be installed on the building to provide illumination to pedestrians and motorists.
- 39. Construction Generators.** The Project contractor shall use power construction equipment with state-of-the-art noise shielding and muffling devices. The Project construction contractor shall use on-site electrical sources and solar generators to power equipment rather than diesel generators, where feasible.
- 40. Mechanical Equipment.** All mechanical equipment shall be fully screened from view of any abutting properties and the public right-of-way.
- 41. Trash/Storage.** All trash collecting and storage areas shall be located on-site and not visible from the public right-of-way. Trash receptacles shall be enclosed and/or covered at all times. Trash/recycling containers shall be locked when not in use.
- 42. Graffiti Removal.** All graffiti on the site shall be removed or painted over to match the color of the surface to which it is applied within 24 hours of its occurrence.
- 43. Construction Traffic Management Plan.** The Applicant shall prepare a Construction Traffic Management Plan which will include a construction work site traffic control plan, DOT



recommends that the construction work site traffic control plan be submitted to LADOT's Citywide Temporary Traffic Control Section or Permit Plan Review Section for review and approval prior to the start of any construction work.

44. **Project Access and Circulation.** The Applicant shall contact LADOT for driveway width and internal circulation requirements prior to the commencement of building or parking layout design. Driveway placement and design shall be approved by the Department of City Planning in consultation with LADOT.
45. **Worksite Traffic Control Requirements.** A construction work site traffic control plan shall be submitted to LADOT's Citywide Temporary Traffic Control Section or Permit Plan Review Section for review and approval prior to the start of any construction work. Refer to <http://ladot.lacity.org/businesses/temporary-traffic-control-plans> to determine which section to coordinate review of the work site traffic control plan. The plan should show the location of any roadway or sidewalk closures, traffic detours, haul routes, hours of operation, protective devices, warning signs and access to abutting properties.
46. **Transportation Demand Management (TDM) Program.** In addition to the TDM strategies cited in the Mitigation Measure of the MMP, the project shall prepare and submit a TDM program to DOT for review prior to the issuance of the first building permit for this project with a final TDM program to be approved by DOT prior to the issuance of the first certificate of occupancy for the project. The TDM program should include, but not be limited to, the following strategies:
  - Implement a Neighborhood Friendly Street improvement as identified in the Mobility Plan 2035, which may include curb extensions, wayfinding signage, diverters, bicycle loop detection, shared lane markings, etc.
  - Enhance the environment for bicyclists and pedestrians;
  - Vehicle trip reduction incentives and services for Project employees and/or tenants;
  - Onsite education and/or information on alternative transportation modes;
  - Flexible/alternative work schedules and telecommuting programs;
  - Incentives for using alternative travel modes such as discounted monthly transit passes, carpool and vanpool preferential load/unload areas or designated parking spaces, a "parking cash-out" subsidy, and/or unbundled parking;
  - Convenient and secure bicycle storage within a bicycle locker, an attended cage, or a secure parking room;
  - Bicycle parking beyond the requirement of the Bicycle Parking Ordinance No. 185,480;
  - On-site lockers for employees who bicycle or use another active means of getting to work;
  - Implementation of first and last mile solutions that can increase the use of transit by bridging the gap between transit stops/stations and a commuter's origin or final destination;
  - Unbundled parking from the commercial leasing cost and from the housing cost;

- A one-time fixed-fee contribution of \$50,000 prior to the issuance of the first certificate of occupancy for the project to the City's Bicycle Plan Trust Fund to implement bicycle improvements in the proposed project area;
- Participate and membership of a Transportation Management Organization (TMO) serving the area where the Project is located;
- Record a Covenant and Agreement to ensure that the TDM program will be maintained.

- 47. LADOT Physical Improvements.** The project proposes to restripe the westbound approach of 17th Street within the existing roadway width to accommodate one shared through/left-turn lane and two through lanes on 17th Street as illustrated in Attachment 4. This would require the removal of approximately two unmetered parking spaces on 17th Street.

The applicant shall be responsible for the cost and implementation of any necessary traffic signal equipment modifications, bus stop relocations and lost parking meter revenues associated with the proposed transportation improvement described above. All proposed street improvement and associated traffic signal work within the City of Los Angeles must be guaranteed through BOE's B-Permit process, prior to the issuance of any building permit and completed prior to the issuance of any certificate of occupancy. Prior to setting the bond amount, BOE shall require that the developer's engineer or contractor contact DOT's B-Permit Coordinator, at (213) 972-8687, to arrange a pre-design meeting to finalize the proposed design. Costs related to any relocation of bus zones and shelters, to modifying or upgrading traffic signal equipment, and that are necessary in order to implement the proposed mitigations shall be incurred by the applicant.

If a proposed traffic mitigation measure does not receive the required approval during plan review, a substitute mitigation measure may be provided subject to the approval of LADOT or other governing agency with jurisdiction over the mitigation location, upon demonstration that the substitute measure is environmentally equivalent or superior to the original measure in mitigating the project's significant traffic impact. To the extent that a mitigation measure proves to be infeasible and no substitute mitigation is available, then a significant traffic impact would remain.

- 48. Development Review Fees.** LAMC Section 19.15 identifies specific fees for traffic study review, condition clearance, and permit issuance. The Applicant shall comply with any applicable fees per this ordinance.
- 49. Street Trees and Pedestrian Lighting.** Street trees and pedestrian lighting in the public right-of-way shall be selected and designed to be consistent with existing trees and lighting in the area as approved the Department Public Works – Urban Forestry Division and the Department of Cultural Affairs.
- 50. Maintenance.** The subject property, including any trash storage areas, associated parking facilities, sidewalks, driveways, yard areas, parkways, and exterior walls along the property lines, shall be maintained in an attractive condition and shall be kept free of trash and debris.

#### **Director's Determination Conditions**

- 51. Open Space.** The Project shall be permitted a maximum 10 percent reduction in the total required usable open space, provided that any reduction is to the common open space portion only.



**Environmental Conditions**

- 52. Implementation.** The Mitigation Monitoring Program (MMP), attached as “Exhibit C” and part of the case file, shall be enforced throughout all phases of the Project. The Applicant shall be responsible for implementing each Project Design Features (PDF) and Mitigation Measure (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.

- 53. 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 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 immediately report to the Enforcement Agency any non-compliance with the MMs and PDFs 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.

- 54. 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 PDFs 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.

- 55. Inadvertent Discovery of Tribal Cultural Resources.** In the event that objects or artifacts that may be tribal cultural resources are encountered during the course of any Ground

Disturbance Activities (demolition, excavating, digging, trenching, plowing, drilling, tunneling, quarrying, grading, leveling, removing peat, clearing, driving posts, augering, backfilling, blasting, stripping topsoil, potholing, pavement removal, grubbing, tree removals, boring or a similar activity at the project site), the potential tribal cultural resources shall be properly assessed and addressed pursuant to the process set forth below:

- Upon a discovery of a potential tribal cultural resource, the Applicant shall immediately stop all Ground Disturbance Activities in the immediate vicinity of the find, i.e. within a radius of 60 feet, and contact the following: (1) all California Native American tribes that are recognized by the California Native American Heritage Commission as affiliated with the area of the Project Site; (2) and the Department of City Planning.
- The applicant shall retain a qualified archaeological monitor, identified as principal personnel who must meet the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, have a minimum of 10 years of experience as a principal investigator working with Native American archaeological sites in Southern California, and shall ensure that all other personnel associated with and hired for the archaeological monitoring are appropriately trained and qualified.
- If the archaeological monitor determines, pursuant to Public Resources Code Section 21074 (a)(2), that the object or artifact appears to be tribal cultural resource, the Applicant shall consult with the archaeological monitor and with any tribes that respond on the recommended disposition and treatment of any Tribal Cultural Resource encountered during all Ground Disturbing Activities.
- The Applicant shall implement the tribe's recommendations if a qualified archaeologist and a culturally affiliated tribal monitor, both retained by the City and paid for by the Applicant, reasonably concludes that the tribe's recommendations are reasonable and feasible.
- The Applicant shall submit a tribal cultural resource monitoring plan to the City that includes all recommendations from the tribe that have been reviewed and determined by the qualified archaeologist to be reasonable and feasible. The Applicant shall not be allowed to recommence ground disturbance activities in the vicinity of the find (i.e. within a radius of 60 feet) until this plan is approved by the City.
- If the Applicant does not accept a particular recommendation determined to be reasonable and feasible by the qualified archaeologist or by the tribe, the Applicant may request mediation by a mediator agreed to by the Applicant and the City who has the requisite professional qualifications and experience to mediate such a dispute. The Applicant shall pay any costs associated with the mediation.
- The Applicant may recommence ground disturbance activities outside of a specified radius of the discovery site, so long as this radius has been reviewed by the qualified archaeologist and by the tribe and determined to be reasonable and appropriate.
- Copies of any subsequent prehistoric archaeological study, tribal cultural resources study or report, detailing the nature of any significant tribal cultural resources, remedial actions taken, and disposition of any significant tribal cultural resources shall be submitted to the South Central Coastal Information Center (SCCIC) at California State University, Fullerton.

**56. Inadvertent Discovery of Human Remains.** In the event that human skeletal remains are encountered at the project site during construction or the course of any ground disturbance activities, all such activities shall halt immediately, pursuant to State Health and Safety Code Section 7050.5 which requires that no further ground disturbance shall occur until the County Coroner has made the necessary findings as to the origin and disposition pursuant to California Public Resources Code Section 5097.98. In the event human skeletal remains are discovered during construction or during any ground disturbance activities, the following procedures shall be followed:

- Stop immediately and contact the County Coroner:

1104 N. Mission Road  
Los Angeles, CA 90033  
323-343-0512 (8 a.m. to 5 p.m. Monday through Friday) or  
323-343-0714 (After Hours, Saturday, Sunday, and Holidays)

- If the remains are determined to be of Native American descent, the Coroner has 24 hours to notify the Native American Heritage Commission (NAHC).
- The NAHC will immediately notify the person it believes to be the most likely descendent of the deceased Native American.
- The most likely descendent has 48 hours to make recommendations to the Applicant, for the treatment or disposition, with proper dignity, of the human remains and grave goods.
- If the Applicant does not accept the descendant's recommendations, the owner or the descendent may request mediation by the NAHC.

**57. Inadvertent Discovery of Archaeological Resources.** In the event that any subsurface cultural resources are encountered at the project site during construction or the course of any ground disturbance activities, all such activities shall halt immediately, pursuant to State Health and Safety Code Section 7050.5. The applicant shall notify the City and consult with a qualified archaeologist who shall evaluate the find in accordance with Federal, State, and local guidelines, including those set forth in the California Public Resources Code Section 21083.2 and shall determine the necessary findings as to the origin and disposition to assess the significance of the find. If any find is determined to be significant, appropriate avoidance measures recommended by the qualified archaeologist and approved by the Department of City Planning must be followed unless avoidance is determined to be unnecessary or infeasible by the qualified archaeologist. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery, excavation) shall be instituted.

**58. Inadvertent Discovery of Paleontological Resources.** In the event that any prehistoric subsurface cultural resources are encountered at the project site during construction or the course of any ground disturbance activities, all such activities shall halt immediately, at which time the applicant shall notify the City and consult with a qualified paleontologist to assess the significance of the find. In the case of discovery of paleontological resources, the assessment shall be done in accordance with the Society of Vertebrate Paleontology standards. If any find is determined to be significant, appropriate avoidance measures recommended by the qualified paleontologist and approved by the Department of City Planning must be followed unless avoidance is determined to be unnecessary or infeasible.



by the qualified paleontologist. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery, excavation) shall be instituted.

- 59. Prohibition on Pile Drivers.** The use of pile drivers during Project construction is prohibited.

**Administrative Conditions of Approval**

- 60. Approval, Verification and Submittals.** Copies of any approvals guarantees or verification of consultations, review or approval, plans, etc., as may be required by the subject conditions, shall be provided to the Planning Department for placement in the subject file.
- 61. Code Compliance.** Area, height and use regulations of the zone classification of the subject property shall be complied with, except where herein conditions are more restrictive.
- 62. Covenant.** Prior to the issuance of any permits relative to this matter, an agreement concerning all the information contained in these conditions shall be recorded in the County Recorder's Office. The agreement shall run with the land and shall be binding on any subsequent property owners, heirs or assign. The agreement must be submitted to the Planning Department for approval before being recorded. After recordation, a copy bearing the Recorder's number and date shall be provided to the Planning Department for attachment to the file.
- 63. Definition.** Any agencies, public officials or legislation referenced in these conditions shall mean those agencies, public officials, legislation or their successors, designees or amendment to any legislation.
- 64. Enforcement.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Planning Department and any designated agency, or the agency's successor and in accordance with any stated laws or regulations, or any amendments thereto.
- 65. Building Plans.** Page 1 of the grants and all the conditions of approval shall be printed on the building plans submitted to the Department of City Planning and the Department of Building and Safety.
- 66. Project Plan Modifications.** Any corrections and/or modifications to the project plans made subsequent to this grant that are deemed necessary by the Department of Building and Safety, Housing Department, or other Agency for Code compliance, and which involve a change in Site Plan, floor area, parking, building height, yards or setbacks, building separations, or lot coverage, shall require a referral of the revised plans back to the Department of City Planning for additional review and final sign-off prior to the issuance of any building permit in connection with said plans. This process may require additional review and/or action by the appropriate decision-making authority including the Director of Planning, City Planning Commission, Area Planning Commission, or Board.
- 67. Indemnification and Reimbursement of Litigation Costs.** The Applicant shall do all of the following:
- (i) 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.

- (ii) 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.
- (iii) 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 (ii).
- (iv) 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 in paragraph (ii).
- (v) If the City determines it necessary to protect the City's interest, 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, commissions, 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.



## FINDINGS

(As Amended by the City Planning Commission at its meeting on July 10, 2025)

### ENTITLEMENT FINDINGS

#### **Supplemental Use District – Sign District Findings**

The South Park Towers Project (Project) proposes the construction of a new, mixed-use residential and commercial development consisting of two high-rise towers. An outdoor paseo would bisect the Project Site, running north-south between the two towers. The South Park Towers Project Sign District (Sign District) consists of four Supergraphic signs and/or Digital Displays, with a total of approximately 1,368 square feet of sign area, located along the tower facades facing the paseo and on angled projecting walls at the corners of the two towers anchoring the paseo from each side. Following are the findings for the establishment of a Supplemental Use District, as required by Los Angeles Municipal Code (LAMC) Section 12.32.

**1. The action substantially conforms with the purposes, intent and provisions of the General Plan.**

The Sign District is in substantial conformance with the purposes, intent, and provisions of the General Plan, including the relevant provisions of the Framework Element and Land Use Element, as explained below:

#### Framework Element

The General Plan Framework sets forth a citywide comprehensive long-range growth strategy and defines citywide policies regarding land use, housing, urban form, neighborhood design, open space, economic development, transportation, infrastructure, and public services. The Framework Element designates the Project area as a "Downtown Center," identified as an international center for finance and trade that serves the population of the five-county metropolitan region. Downtown Los Angeles is the largest government center in the region and the location of major cultural and entertainment facilities, hotels, professional offices, corporate headquarters, financial institutions, high-rise residential towers, and regional transportation facilities. The Downtown Center is generally characterized by a Floor Area Ratio (FAR) of up to 13:1 and high-rise buildings.

The Project is consistent with the objectives and policies of the Framework Element as described below:

**Goal 3A:** *A physically balanced distribution of land uses that contributes towards and facilitates the City's long-term fiscal and economic viability, revitalization of economically depressed areas, conservation of existing residential neighborhoods, equitable distribution of public resources, conservation of natural resources, provision of adequate infrastructure and public services, reduction of traffic congestion and improvement of air quality, enhancement of recreation and open space opportunities, assurance of environmental justice and a healthful living environment, and achievement of the vision for a more livable city.*

**Goal 3C:** *A Downtown Center as the primary economic, governmental, and social focal point of the region with an enhanced residential community.*

**Objective 3.11:** *Provide for the continuation and expansion of government, business, cultural, entertainment, visitor-serving, housing, industries, transportation, supporting uses, and similar functions at a scale and intensity that distinguishes and uniquely identifies the Downtown Center.*

**Goal 5A:** *A livable City for existing and future residents and one that is attractive to future investment. A City of interconnected, diverse neighborhoods that builds on the strengths of those neighborhoods and functions at both the neighborhood and citywide scales.*

**Objective 5.9:** *Encourage proper design and effective use of the built environment to help increase personal safety at all times of the day.*

The Sign District would enhance and contribute to the form and function of the Downtown Center by concentrating signage along major arterial roadways and activity corridors, such as Venice Boulevard and the publicly accessible paseo bisecting the Project Site. The Sign District would create a sense of place and a lively pedestrian environment by adding vibrant signage, reinforcing the development as a Downtown destination, and contributing to Downtown as a thriving commercial, residential and visitor-serving area as well as the ongoing revitalization of Downtown. The Sign District would also maximize visibility of the Project's location near the core of the City's hospitality and entertainment hub and would highlight the vibrance and vitality of the area as the location of major cultural, entertainment, and hotel facilities. The proposed mix of uses would further support the development of the Project Site and surrounding area as a dense urban core with a variety of housing, commercial, and entertainment-supporting uses.

The Sign District would provide a comprehensive set of signage regulations for the Project Site, primarily focused on creating a unique and recognizable identity through signage elements to enhance and contribute to this part of the Downtown area, draw visitors to the neighborhood, and benefit the local economy, while fostering a vibrant environment with a unified aesthetic. The Sign District would be strategically located to be compatible with and substantially in line with other sign districts and signage near the Project Site, by proposing similar signage types, including Off-Site Signs, Digital Displays, and Supergraphic Signs; and comparable hours of operation and refresh rates, creating level opportunities for commercial identification and advertising as with other sites located within the Downtown Center area.

The Sign District would ensure the signs are architecturally integrated onto the buildings. All of the proposed signs would be mounted on distinct structures protruding and angled from the buildings in the same manner, providing a consistent and coherent design. Illumination from the proposed signage would provide additional ambient lighting along the Project Site frontages and promote safety.

As discussed above, the signage would support the Project Site as a regional destination, spurring additional economic activity and supporting the existing Downtown community which continues to see investment and development; and any off-site advertising, as discussed above, would contribute to the economic vitality of the City as well as the community. As such, the Sign District would support the Downtown Center, in line with the objectives of the Framework Element.

#### Land Use Element (Downtown Community Plan)

The Project Site is located within the Downtown Community Plan, one of 34 Community Plans which together form the Land Use Element of the General Plan. The Downtown Community Plan designates the Project Site for Transit Core land uses. Transit Core areas

are envisioned as “dense centers of activity built around regional transit hubs that connect pedestrians, cyclists, and transit users to a variety of attractions. The building form is High Rise, with ground floor treatments that contribute to an enhanced and walkable streetscape. A diverse mix of office, residential, retail, cultural, and entertainment uses makes these places centers of activity around the clock. The residential density of the Transit Core is limited by floor area. In the Downtown Plan this land use designation has a max FAR range of 10.0-13.0.” Specifically, the Sign District supports the following goal and policies of the Downtown Community Plan.

**Goal LU 11:** *An urban form that connects people and places and creates a walkable environment.*

**Policy LU 11.12:** *Ensure that signs contribute positively to the urban fabric, complement neighborhood character, and are oriented towards pedestrians.*

**Policy LU 11.13:** *Consideration of new sign districts should be limited to entertainment focused areas with regional draws.*

As with the Framework Element, the Downtown Community Plan envisions a dense urban core developed with a variety of residential, commercial, entertainment, and supporting uses in this location. The Project furthers these goals by providing a mix of residential, commercial service, and hospitality uses, all of which would be complemented by the Sign District that enhances the Project’s location near the core of the City’s commercial, entertainment, and hospitality hub. The area serves as a major regional draw and the Sign District would enhance that urban fabric. Therefore, the Sign District substantially conforms with the goals and policies of the Downtown Community Plan.

**2. The proposed ordinance is in conformity with public necessity, convenience, general welfare, and good zoning practice.**

The proposed Sign District is a single property encompassing approximately 1.6 acres in a Commercial Zone and thus meets the technical requirements for the establishment of a Sign District as defined in LAMC Section 13.11. The Sign District proposes a comprehensive sign program for the Project, primarily focused on enhancing the form and function of the surrounding area as a major urban entertainment and hospitality hub in the region, and reduce lingering blight.

The Sign District conforms to the public necessity, convenience, and general welfare of the City and reflects good zoning practice. The Project Site is located in the southern part of Downtown Los Angeles, a heavily urbanized neighborhood developed with a variety of dense urban uses. The Project Site is located one block east of the Los Angeles Convention Center and in proximity to the many entertainment and hospitality uses along Figueroa Street, such as LA Live and Crypto.com Arena, and is in close proximity to multiple transit lines and stations including the Metro A and E light-rail lines.

The Supergraphic Signs and Digital Displays would be primarily located along the tower facades facing the internal paseo and architecturally integrated into building cut-outs and on angled projecting walls at the corners of the two towers anchoring the paseo from each side. In particular, the Sign District would enhance the identity of the surrounding neighborhood by providing signs that would be architecturally integrated into the design of the building, functioning to enhance the unique character of the Project Site, and to complement the land use and urban design objectives articulated in the Downtown Community Plan. The Sign District proposes tailored signage regulations that will support economic development goals by creating an engaging visual environment in line with the



form and function of the surrounding area, while promoting general welfare by minimizing any potential impacts associated with lighting and clutter. The proposed Sign District fosters a unified aesthetic and sense of identity that complements the surrounding area while ensuring intentional placement of signage with consideration for surrounding uses. The Sign District would be strategically located to be compatible with and substantially in line with other sign districts within approximately one mile of the Project Site, including the Convention Center and Arena Sign District (Ordinance No. 188,078), the Figueroa and Pico Sign District (Ordinance No. 185,666), the Figueroa and Olympic Sign District (Ordinance No. 182,200 ), the Figueroa and Seventh Street Sign District (Ordinance No. 181,637), and the Historic Broadway Sign Supplemental Use District (Ordinance No. 184,056), as well as signage permitted within the Los Angeles Sports and Entertainment District (LASED)t Specific Plan, reflecting good past and present zoning practices.

In addition, the Sign District establishes criteria for signage design, standards, locations, illumination levels, and the types of permitted and prohibited signs. Appropriate and balanced sign regulations are essential to maintaining compatibility with surrounding development while fostering a vibrant urban environment. The Sign District would prohibit signs such as inflatable devices, pole signs, and any signs not specifically authorized by the Sign District or that do not comply with applicable state and federal law. Most sign types would be subject to the Chapter 1A sign standards of the LAMC. For the signs regulated by the Sign District, the Sign District prescribes assurances as to design, standards, and location for architectural integration; illumination and refresh rates to ensure minimization of light trespass on sensitive receptors; and has been reviewed by the Department of Transportation (LADOT) for hazard evaluation and determination per LAMC Section 4C.11.1.C.5, and will not pose a safety hazard.

The Sign District also includes a Sign Reduction Program aimed at reducing visual blight by requiring the removal of existing, legally permitted off-site signs (including nonconforming off-site signs) within the boundaries of Council District 14 or the Downtown Community Plan area, at a 2:1 ratio for every square foot of new Digital Displays with off-site advertising and a 1:1 ratio for every square foot of new Supergraphics with off-site advertising. As such, the Sign District would support zoning policies to enhance the physical appearance of the community. As such, the Sign District supports public necessity, convenience, general welfare, and good zoning practice.

### **Transfer of Floor Area Rights Findings**

Following are the findings for a Transfer of Floor Area (TFAR) for Projects involving a Transfer on a Receiver Site within the Central City TFAR Area which is not located within the City Center Redevelopment Project Area<sup>1</sup>, as required by LAMC Section 14.5.6 A.2.

- 3. The increase in Floor Area generated by the proposed Transfer is appropriate with respect to location and access to public transit and other modes of transportation, compatible with other existing and proposed developments and the City's supporting infrastructure, or otherwise appropriate for the long-term development of the Central City.**

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<sup>1</sup> The Downtown Community Plan has dissolved the City Center Redevelopment Plan, and therefore while the Project was previously within the Redevelopment Plan area, the Project is no longer subject to the provisions of the City Center Redevelopment Plan, and therefore for the purposes of the Findings, is subject to the Findings for projects not located within a Redevelopment Plan.

The Project proposes the construction of a new, mixed-use residential and commercial development consisting of two high-rise towers. Tower 1 (Hotel Tower) would be a 22-story building with 300 hotel guest rooms and 3,120 square feet of ground floor commercial space, and Tower 2 (Residential Tower) would be a 23-story building with 250 residential dwelling units and 10,000 square feet of ground floor commercial space. The Project would result in a total of 452,630 square feet of floor area.

The Project Site is located in the southern part of Downtown Los Angeles, bounded by Venice Boulevard to the north, Hope Street to the east, the Interstate 10 freeway to the south, and Flower Street to the west. Surrounding development includes low-rise commercial and warehouse buildings and four- and six-story affordable housing buildings directly abutting the Project Site, and larger mid- and high-rise residential and hotel buildings farther to the north and west.

The Project Site is well-served by existing infrastructure, as the area is currently developed with a mix of high density uses in the surrounding area, as well as by public transit, including both rail and bus service. Metro operates Lines 33 and 81, with stops at the intersection of Venice Boulevard and Flower Street, and Venice Boulevard and Hope Street (both intersections which abut the Project Site). Commuter Express operates express lines to destinations throughout the greater Los Angeles area with a stop at the intersection of Venice Boulevard and Flower Street. Downtown Area Short Hop (DASH) Route F, which runs between the Bunker Hill neighborhood and the University of Southern California, stops at the intersection of Venice Boulevard and Figueroa Street, one block west of the Project Site. The Metro A and E light-rail line tracks also directly abut the Project Site to the west, running at-grade along Flower Street, although the Project Site is located halfway between two stops, with the Pico Station located approximately 1,300 feet north of the Project Site, and the Grand / LATTC Station located approximately 1,000 feet south of the Project Site. In addition to available public transit, regional access to the Site is also provided by the Interstate 10 and 110 freeways, which intersect approximately 1,500 feet west of the Project Site. Venice Boulevard, abutting the Project Site to the north, is a major east-west arterial roadway in the area, while Figueroa Street, a major north-south arterial roadway in the area, is located one block west of the Project Site.

The Applicant has requested a transfer of 226,121 square feet of floor area from the Los Angeles Convention Center (Donor Site), located at 1201 South Figueroa Street, to permit a maximum of 452,630 square feet of floor area on the Project Site (Receiver Site). The Transfer is appropriate for the long-term development of the Central City because it will result in the development of a high-rise residential and hotel project that would be similar in form to other developments in this part of the City and would further contribute to the function of Downtown as a densely-developed, high-rise urban core. The Project is located in close proximity to many similar and compatible high-rise residential, hotel, and commercial developments, such as those near the Los Angeles Convention Center and along Figueroa Street. The Project would contribute to the Downtown economy by creating jobs, increase City tax revenue generation, support the continued evolution of Downtown into a "24-hour community" by adding residential units, and serving as a link and catalyst for other development in the area. As such, the Project is centrally located and near transit, would be compatible with its densely developed surroundings and the City's supporting utility infrastructure, and would be in close proximity to jobs, housing, and a wide range of uses and public services. Therefore, the proposed Transfer will be appropriate for the Receiver Site.

#### **4. The Transfer serves the public interest.**



As part of the Transfer Plan, a Public Benefit Payment is required and must serve a public purpose, such as: providing for affordable housing; public open space; historic preservation; recreational; cultural; community and public facilities; job training and outreach programs; affordable child care; streetscape improvements; public arts programs; homeless services programs; or public transportation improvements. The Transfer serves the public interest by facilitating a project that will contribute to the sustained economic vitality of the Downtown area, and by contributing a total Public Benefit Payment of \$2,275,495 (based on a formula that includes the Transfer of 226,121 square feet) and a TFAR Transfer Payment of \$1,130,605 (based on the Transfer of 226,121 square feet multiplied by \$5 per square foot transferred), in accordance with LAMC Section 14.5.10, as depicted in the table below. The Public Benefit Payment consists of a 50 percent payment of \$1,137,748 to the Public Benefit Payment Trust Fund, and a 50 percent payment of \$1,137,747 for public benefits to be directly provided by the Applicant to the CD 14 Affordable Housing Trust Fund. As such, the Transfer of Floor Area serves the public benefit interest as it complies with the specific requirement for the transfer to occur.

<b>SOUTH PARK TOWERS PROJECT PUBLIC BENEFIT PAYMENT TRANSFER PLAN</b>		
TFAR TRANSFER PAYMENT		
<b>Total Payment:</b>	<b>\$1,130,605</b>	Public Benefits Trust Fund
PUBLIC BENEFIT PAYMENT		
Public Benefit Payment (Cash):	\$1,137,748	Public Benefits Trust Fund
Public Benefit Payment (Direct Provision):	\$1,137,747	CD 14 Affordable Housing Trust Fund
<b>Total Payment:</b>	<b>\$2,275,495</b>	

**5. The Transfer is in conformance with the Community Plan and any other relevant policy documents previously adopted by the Commission or the City Council.**

The Downtown Community Plan presently designates the Project Site for Transit Core land uses. The Project Site is vested in the C2-2D-O Zone (Commercial Zone, Height District 2 with “D” Development Limitations, Oil Drilling District)<sup>2</sup>. The “D” Development Limitations established under Ordinance No. 164,307 (effective January 30, 1989) limit FAR on the Project Site to 3:1, subject to permissible increases through the TFAR process. The requested Transfer will reallocate 226,121 square feet of floor area from the Los Angeles Convention Center to the Project Site.

The Transfer is consistent with the Downtown Community Plan, which envisions high-rise developments with unlimited height and density and maximum FAR range of 10:1-13:1 on sites with the Transit Core land use designation. The Project further supports the following goals and policies of the Downtown Community Plan:

<sup>2</sup> The Project was deemed complete on July 10, 2018 and is vested under the zoning regulations in effect at that time. Therefore, the new [HB3-G1-5][CX3-FA][CPIO-O] zoning designation, including the Downtown Community Plan Implementation Overlay (CPIO), does not apply.

**Goal LU 1:** A sustainable, innovative, and diversified downtown for all that offers a full range of opportunities and experiences.

**Policy LU 1.1:** Ensure the development of complete neighborhoods with diverse uses and resilient infrastructure, parks, streetscapes, transit, and community amenities.

**Goal LU 2:** Housing production and preservation through public and private action that results in a housing supply to meet projected growth in a manner that is safe, livable, and affordable to a full range of income levels; reinforces the character of neighborhoods; and add to the vitality of downtown.

**Goal LU 4:** A diversity of housing options that supports the co-location of housing with a range of uses.

**Policy LU 4.1:** Balance housing and employment uses to encourage vibrancy and reinforce Downtown as a community, as well as a destination.

**Policy LU 4.3:** Promote shared on-site amenities, including usable open space in new development projects.

**Goal LU 6:** A broad-based economy that leverages downtown's central location, land use mix, and infrastructure to foster a diversity of industry sectors and business sizes.

**Policy LU 6.1:** Promote Downtown as the primary regional center for employment by dedicating and prioritizing space for jobs across a variety of enterprises.

**Policy LU 6.3:** Make Downtown economically competitive through improvements to the public realm.

**Policy LU 6.4:** Support efforts to expand Convention Center business and position the City to host world class events like the Olympic Games.

**Goal LU 19:** Dense centers of employment, housing, and entertainment uses with the highest intensity of development, well-served by a convergence of multiple transit lines.

**Policy LU 19.2:** Ensure a vibrant mixture of land uses, including office, hotel, retail, residential, cultural, and entertainment, that together reinforce Downtown as the primary center of urban activity in the Southern California region.

**Policy LU 19.3:** Encourage the redevelopment of underutilized buildings and properties to accommodate demand for housing and jobs that contribute to a vibrant Downtown.

**Goal LU 20:** The primary economic, social, and cultural focal point of Los Angeles that serves the region, state, nation, and world. A center for innovation and a desirable place for businesses and institutions to locate.

**Policy LU 20.2:** Prioritize space for employment, retail, and entertainment uses, supported by an enhanced public realm, to attract and sustain workers.

**Policy LU 20.6:** Facilitate the development of hospitality serving uses, such as hotels, near cultural, entertainment, and institutional centers with a regional draw, and in close proximity to transit.

The Project Site is located in the southern part of Downtown Los Angeles, a heavily urbanized neighborhood developed with some of the highest intensities of employment, housing, and entertainment uses in the City. The Project Site is located one block east of the Los Angeles Convention Center and many entertainment and hospitality uses along Figueroa Street, and is in close proximity to multiple transit lines and stations including the Metro A and E light-rail lines. Within less than one mile of the Project Site are major destinations such as the Los Angeles Convention Center, the Crypto.com Arena, the Peacock Theater, and LA LIVE, as well as several newer, high-rise residential and commercial developments. As such, the Project Site is well-positioned for high-density development that would maximize the form and function of the surrounding area as a major activity center, employment hub, and entertainment destination in the region.

The Project Site is currently developed with low-rise commercial buildings and surface parking, which the Project would demolish for the construction of a new mixed-use residential and commercial development consisting of two high-rise towers, including a 22-story Hotel Tower with 300 guest rooms and 3,120 square feet of ground floor commercial space, and a 23-story Residential Tower with 250 dwelling units and 10,000 square feet of ground floor commercial space that would complement the existing concentration of high-rise high-intensity residential and commercial developments in Downtown Los Angeles. In addition, the Project would collocate residential units, hotel guest rooms, and commercial services, thereby providing housing, jobs, and services on the same site. These uses would complement similar uses in the surrounding area, provide a range of uses for the community, and create a balance between housing and employment uses.

The Project would also add housing with a variety of housing unit typologies, including studio, one-bedroom, two-bedroom, and three-bedroom units to a site where there currently is none, thereby serving a diverse range of the community and supporting the transformation of Downtown Los Angeles into a “24-hour” neighborhood. The Project would also provide space for services and amenities for residents and visitors alike, most notably a paseo that would connect the two towers and serve as a functional and inviting shared amenity. The paseo would include landscaped planters, decorative paving, outdoor seating, and short-term bicycle parking, enhancing connectivity between the buildings and contributing to the overall design of the Project and urban form of the community. As such, the Project would support the housing production goals of the Downtown Community Plan by providing a diverse range of residential unit typologies, while also creating employment and service uses to support the development of a holistic community.

The Project would also support the role of Downtown Los Angeles as the primary regional center in the City by adding 300 hotel guest rooms in support of the many nearby economic and entertainment draws. The hotel would further support the City's efforts to attract conventions, increased business, and to host the Olympics in 2028 by providing more guest rooms to accommodate such functions.

In addition, the Project would implement improvements to the adjacent public rights-of-way, including the installation of new sidewalks, street lighting, and street trees, which would create a safer, more attractive, and engaging pedestrian environment and enrich the quality of the public realm. Such improvements would enhance walkability and access to nearby destinations and transit and contribute to a vibrant, high-density urban environment. As such, the Project would advance goals of making Downtown Los Angeles economically competitive by creating job-generating uses that support the function of Downtown as a tourist, business, and entertainment hub, and by contributing to public realm improvements that support a thriving and accessible urban environment.



**Goal LU 10:** *Development patterns that create a connected and seamless experience while reinforcing the identity of Downtown's special places.*

**Policy LU 10.1:** *Strategically concentrate the highest densities and intensities within the Plan area to respond to historic development patterns and match infrastructure investment.*

**Policy LU 10.2:** *Reinforce the distinct qualities of each neighborhood, and ensure that growth complements and is compatible with existing character and historic resources; and supports community needs.*

**Policy LU 10.4:** *Support infill development that responds and contributes to neighborhood character.*

The Transit Core land use designation envisions some of the highest development intensities in the City, with unlimited height and density and maximum FARs of 10:1 to 13:1. The Project would redevelop existing low-rise commercial buildings and surface parking with a new, mixed-use residential and commercial development consisting of two high-rise towers. The Project would both be compatible with various other high-rise developments in the area and support goals of further developing this neighborhood's character as a tall and dense urban core.

**Goal LU 11:** *An urban form that connects people and places and creates a walkable environment.*

**Policy LU 11.1:** *Require active ground floors and street frontages that improve walkability and connectivity, especially between transit stations and nearby destinations.*

**Policy LU 11.2:** *Encourage development that is well integrated with the public realm to create an inviting urban environment.*

**Policy LU 11.3:** *Incentivize the inclusion of paseos through large sites to improve pedestrian access.*

**Policy LU 11.4:** *Encourage building design that connects and orients people toward destinations and activity centers.*

**Goal LU 22:** *Distinctly urban neighborhoods that have the highest levels of pedestrian activity, well-designed buildings that meet the sky to create an interesting skyline, and ground floors that meet the street to contribute to a vibrant public realm.*

**Policy LU 22.1:** *Encourage well-designed, intensive development that contributes to a safe and inviting pedestrian realm and includes substantial benefits that reinforce Downtown's character and enhance livability.*

**Policy LU 22.2:** *Foster and reinforce a cohesive, pedestrian-friendly, and inviting streetscapes that promote walking, bicycling, and transit use. Encourage the creative infill of landscaped setbacks and inoperative spaces, such as those resulting from inconsistent streetwalls.*

**Policy LU 22.5:** *Promote the activation of ground floors of buildings and public plazas with enlivening uses such as kiosks and shops to create a lively urban environment and seamless interaction between private open space and sidewalks.*

***Policy LU 22.6:*** Encourage new developments to contribute to the pedestrian and open space network with publicly accessible plazas and paseos. Design these spaces with appropriate shade and landscaping.

***Policy LU 22.11:*** Seek opportunities to adapt alleys into sustainable, safe, inviting, and vibrant spaces that function as publicly accessible open space and pedestrian paths of travel, while accommodating necessary vehicular and loading functions.

The Project Site is currently developed with low-rise commercial buildings, surface parking, and a private alleyway, all with minimal street-level activation and which serve to create a stark pedestrian environment. The Project would significantly improve the physical environment and pedestrian experience on the Project Site and in the immediate vicinity by providing wider sidewalks, landscaping, and commercial storefronts along Venice Boulevard as the primary street frontage, thereby activating the streetscape, creating a lively urban environment, and facilitating movement to and along the Project Site. In addition, a publicly accessible paseo would replace the existing private alley in approximately the same place, turning a vehicle driveway into a pedestrian pathway featuring landscaped planters, decorative paving, outdoor seating, and short-term bicycle parking. With commercial storefronts and a comprehensive signage program (as previously discussed in Finding Nos. 1 and 2) oriented along the paseo and framing the corners of the two towers at the intersection of Venice Boulevard, the Project would draw pedestrians in to the Project Site and enhance movement in the area.

The Project would also support access for all modes of travel, including by vehicle, pedestrian, and bicycle by purposefully locating short-term bicycle parking throughout the Project Site along the primary street frontages, the paseo, and in front of the ground floor commercial spaces, to increase convenience and useability. Therefore, the Project fosters a cohesive environment and streetscape that is conducive and attractive to all modes of transit.

***Goal PO 1:*** A well maintained, accessible, and highly utilized open space system and public realm network that serves the growing population of Downtown residents, workers, and visitors.

***Policy PO 1.3:*** Support the creation of different open space typologies, such as parklets, dog parks, and other facilities, to serve a variety of users and needs.

***Goal LU 18:*** Legible and comfortable spaces to engage in physical activity, experience nature, and find respite.

***Policy LU 18.1:*** Promote a pedestrian environment that enhances thermal and visual comfort and provides opportunities for resting and socializing.

***Policy LU 18.4:*** Provide space for recreational facilities for the health and enjoyment of Downtown workers, residents, and visitors.

The paseo would provide over 4,200 square feet of publicly accessible open space and would provide landscaped planters, decorative paving, outdoor seating, and short-term bicycle parking, which would provide a variety of amenities and serve a range of users. In addition, the Project would provide usable open space and amenity areas for residents and hotel guests, including indoor lounge and fitness rooms and outdoor terraces and pool decks, across both towers which would recreation amenities for workers, residents, and visitors alike. While the paseo would be privately maintained, as conditioned, it shall remain



publicly accessible at all times. As such, the Project would support goals to provide and maintain open space in the Downtown area.

#### Downtown Design Guide

In addition, as part of the TFAR entitlement, the Project is subject to the Downtown Design Guide, which was adopted by the City Planning Commission on June 8, 2017. The Downtown Design Guide supplements the City's General Plan and helps shape well-designed projects by setting forth standards and guidelines for sustainable design, sidewalks and setbacks, ground floor treatment, parking and access, massing and street wall, on-site open space, architectural detail, streetscape improvement, and signage prepared at a finer grain specifically for the Downtown neighborhood districts; and encourages Downtown Los Angeles to develop as a more sustainable community with an emphasis on walkability and the making of great streets, districts and neighborhoods. The Downtown Design Guide also focuses on the relationship of the buildings to the street, including sidewalk treatment, the character of the building as it adjoins the sidewalk and connections to transit.

The Project meets several of the Design Guide standards and guidelines by providing visual articulation and variation to enrich the pedestrian experience and contribute to the quality of the streetscape that help define the pedestrian environment at the street level. The Project would activate street frontages, especially Venice Boulevard as the primary frontage, with ground floor commercial storefronts with extensive glazing to activate the streetscape. The Project would also improve the public right-of-way by widening the sidewalk and creating a publicly accessible paseo with enhanced paving and decorative features, creating an inviting experience for all pedestrians and drawing pedestrians into the Project Site. The paseo would further serve to reduce massing and building length on the Project Site.

Additionally, the Project would be appropriately scaled and consistent with similar developments in the vicinity. While the Project Site is generally surrounded by low- and mid-rise buildings, this part of Downtown continues to experience rapid growth with the introduction of taller buildings with a variety of residential, commercial service, and hotel uses being introduced within an area previously concentrated with low-scale commercial uses. With a maximum height of 23 stories and 260 feet, the Project would be similar in scale to, or shorter than, other high-rise developments nearby, including the 37-story Moxy and AC Hotel tower and the 43-story Hope + Flower apartment towers, one block north of the Project Site. Furthermore, the Hotel and Residential Towers have been designed to ensure adequate spacing between each tower and between the Project Site and adjacent properties. Specifically, the two towers are oriented to be offset and designed such that both towers have outdoor podium decks on Level 5; above Level 5, the Hotel Tower rises above the western portion of its podium and leaves the eastern portion open to the sky, while the Residential Tower rises above the southern portion of its podium and leaves the northern portion open to the sky, resulting in an effective separation of over 90 feet between the two towers. As such, the Project creates both internal setbacks between the two towers as well as external setbacks above the ground floor, which serve to improve the Project's useability and compatibility with surrounding properties.

Section 4.C of the Downtown Design Guide requires that at least 75 percent of all street frontages (not designated as Retail Streets) be lined with active uses or residential units with street-facing entrances. The intent of this design requirement is to activate primary corridors with glazing and transparency associated with active uses to enhance the streetscape and pedestrian environment. Although the Project does not meet this requirement along Flower Street and Hope Street, immediately abutting the Project Site, Flower Street is lined with light-rail tracks, while Hope Street terminates against the

Interstate 10 freeway; as a result, neither frontage serves to facilitate pedestrian movement throughout the broader neighborhood, nor are they conducive to active or residential uses at the street level. However, the Project does meet this requirement along the proposed paseo, which is lined with commercial storefronts and the primary hotel and residential lobbies. The paseo functions as a primary activity corridor for the Project, while Hope Street and Flower Street serve “back-of-house” functions; nevertheless, both Hope Street and Flower Street would still feature building entrances and an amount of activation with commercial storefronts at the intersections with Venice Boulevard (and have been conditioned as such). As such the Project substantially meets the intent of this design requirement to activate the ground level of the Project Site.

The Project, as proposed, substantially complies with all other applicable standards in the Downtown Design Guide. Therefore, based on the above, the Project substantially supports the relevant goals of the Downtown Community Plan, as well as the Downtown Design Guidelines, and is consistent with the Community Plan and other applicable policy plans.

### **Conditional Use (On-Site Alcohol Sales and Reduced Parking) Findings**

Following are the findings for a Conditional Use Permit to permit the sale and dispensing of a full-line of alcoholic beverages for on-site consumption within the proposed hotel, and to allow a 20 percent reduction in the required amount of vehicle parking, as required by LAMC Sections 12.24 E, 12.24 W.1, and 12.24 S.

**6. The project will enhance the built environment in the surrounding neighborhood or will perform a function or provide a service that is essential or beneficial to the community, city or region.**

The Project proposes the construction of a new mixed-use residential and commercial development which includes a 22-story hotel building with 300 hotel guest rooms. The Applicant requests a Conditional Use Permit for the sale and dispensing of a full-line of alcoholic beverages for on-site consumption within the proposed hotel to allow for alcoholic beverage service within the hotel guest rooms in the form of in-room minibars and in-room dining (room service), a bar and lounge by the lobby, a dining room and associated outdoor dining area on the ground floor, meeting rooms, outdoor terrace areas and pool deck on Level 5, and an outdoor terrace on Level 9.

The sale and dispensing of alcoholic beverages in conjunction with the proposed hotel would provide a service that is beneficial to the community by adding to the number of available dining venues and entertainment establishments offering food and alcohol in conjunction with the proposed use. The request would support the development of the proposed hotel and Project as a whole, which will improve the site with a new and modern development with enhanced landscaping, physical improvements, and activity-generating uses compared to the existing improvements on the site. Patrons would be drawn to the area due to the lodging, entertainment, and dining options available, and offering a full range of alcoholic beverages within the hotel portion of the Project would enhance the experience for visitors, employees, and residents nearby. The Project would also increase the economic vitality of the area by developing a new hotel use, maximizing its location within a Transit Priority Area and in proximity to the Los Angeles Convention Center and the Los Angeles Sports and Entertainment District (LASED), thereby supporting the form and function of the surrounding area as a major activity center, employment hub, and entertainment destination in the region. The ability to offer a full line of alcoholic beverages would also allow the hotel to remain competitive with similar uses in the area, as alcohol service is commonly expected by patrons as a part of such uses.

In addition, the request for reduced vehicle parking is appropriate in this location because the Project Site is located in a heavily urbanized commercial core in close proximity to a variety of transit options, including multiple bus lines and light-rail stations within one-quarter mile of the Project Site. In such a location, the request would enable the provision of services and amenities in a dense high-rise development without overburdening the Project to provide more vehicle parking than is necessary.

Thus, the sale and dispensing of a full line of alcoholic beverages, and request for a 20 percent parking reduction, in this location will both provide a valuable community service and enhance the physical environment.

**7. The project's location, size, height, and operations and other significant features will be compatible with and will not adversely affect or further degrade adjacent properties, the surrounding neighborhood, or the public health, welfare, and safety.**

The Project Site is currently developed with four low-rise commercial and warehouse buildings and associated surface parking and alley areas. The Project proposes the demolition of all existing improvements for the construction of a new mixed-use residential and commercial development consisting of two high-rise towers. Tower 1 (Hotel Tower) would be a 22-story building with 300 hotel guest rooms and 3,120 square feet of ground floor commercial space on the ground floor; and Tower 2 (Residential Tower) would be a 23-story building with 250 residential dwelling units and 10,000 square feet of ground floor commercial space on the ground floor. The Project would result in a total of 452,630 square feet of floor area, and a maximum height of 260 feet (for the 23-story Residential Tower).

The Applicant requests a Conditional Use Permit for the sale and dispensing of a full-line of alcoholic beverages for on-site consumption within the proposed hotel. Alcoholic beverage service is proposed within the hotel guest rooms in the form of in-room minibars and in-room dining (room service), a bar and lounge by the lobby, a dining room and associated outdoor dining area on the ground floor, meeting rooms, outdoor terrace areas and pool deck on Level 5, and an outdoor terrace on Level 9. Proposed hours of alcoholic beverage service are 24 hours daily for the hotel guest rooms and from 6:00 a.m. to 2:00 a.m. daily for all other uses including the bar, lounge, dining areas, meeting rooms, and terraces.

The Project Site is located in the southern part of Downtown Los Angeles, bordered by Venice Boulevard to the north, Hope Street to the east, the Interstate 10 freeway to the south, and Flower Street to the west. Immediately to the west and north of the Project Site, major commercial, hotel, and entertainment uses are part of the existing Los Angeles Convention Center and LASED. The Project would introduce a new hotel with a request for a full line of alcoholic beverages and a residential tower (not part of the alcohol request), thereby supporting the form and function of the surrounding area. While the Project Site is generally surrounded by low- and mid-rise buildings, this part of Downtown continues to experience rapid growth with the introduction of taller buildings with a variety of residential, commercial service, and hotel uses being introduced within an area previously concentrated with low-scale commercial uses. With a maximum height of 23 stories and 260 feet, the Project would be similar in scale to or shorter than other high-rise developments nearby, including the 37-story Moxxy and AC Hotel tower and the 43-story Hope + Flower apartment towers, one block north of the Project Site. As discussed in Finding Nos. 1, 5, and 8, the Project is located on a site designated for tall high-rise developments; as such, the Project would be consistent with the scale of development envisioned for this location and within the range of heights of existing developments in the surrounding area.

The Project would support planning goals envisioning the surrounding area as a thriving mixed-use community consisting of residential, commercial, and entertainment uses all



integrated into a walkable and transit-accessible neighborhood. Moreover, the Project's hotel component is immediately adjacent to commercial uses to the north and west, as well as the Metro E and A transit lines that run along South Flower Street, thereby locating the hotel further away from residential uses along Hope Street. Additionally, by limiting the alcohol request to on-site use only within the hotel, the alcohol service is contained and carefully regulated.

The sales of alcohol would not be detrimental to the Project's residents and nearby residential uses, as the establishments serving alcohol would be carefully controlled and monitored and are typical and expected in conjunction with hotel and ancillary restaurant uses. The proposed hours of operation for the restaurant/bar area are from 6:00 a.m. to 2:00 a.m. daily, in keeping with typical restaurant operations and other alcoholic beverage service requests commonly found throughout the City. Thus, the Project is not expected to have any significant additional adverse impacts and will be compatible with adjacent properties and the surrounding community. Nonetheless, conditions have been imposed to encourage responsible management and deter criminal activity. These conditions will ensure that the operation complies with all applicable regulations and that no aspects of the operation will adversely affect the surrounding area.

In addition, the request for reduced vehicle parking is appropriate in this location because the Project Site is located in a heavily urbanized commercial core in close proximity to a variety of transit options, including multiple bus lines and light-rail stations within one-quarter mile of the Project Site. In such a location, the request would enable the provision of services and amenities in a dense high-rise development without overburdening the Project to provide more vehicle parking than is necessary. The Project would still provide 283 vehicle parking spaces to meet the needs of the proposed uses on-site.

Therefore, as proposed and conditioned, the sale and dispensing of a full-line of alcoholic beverages and request for a 20 percent parking reduction at this location will not adversely affect or further degrade adjacent properties, the surrounding neighborhood, of the public health, welfare, and safety and the development of the community.

**8. The project substantially conforms with the purpose, intent, and provisions of the General Plan, the applicable community plan, and any specific plan.**

The elements in the General Plan establish policies and provide the regulatory environment for managing the city and for addressing concerns and issues. The majority of the policies derived from the elements in the General Plan are in the form of Code Requirements, which collectively form the LAMC. The requested alcoholic beverage service is a conditionally permissible use, and thus does not propose to deviate from the requirements of the LAMC.

Pursuant to LAMC Section 12.36 D, when acting on multiple applications for a project, when appropriate, findings may be made by reference to findings made for another application involving the same Project. This finding is substantially identical to the finding found earlier in this document as Finding Nos. 1, 5, and 8 as well as Finding No. 12 below, which are hereby incorporated by reference. As discussed previously and below, the Project would be consistent with the purposes, intent and provisions of the General Plan and its applicable elements, including the Framework Element, Transportation Element, Health and Wellness Element, Air Quality Element, and the Land Use Element (Community Plan). Approval of the Project would enhance the built environment in the surrounding neighborhood and would provide a function that is fitting and compatible with the desired use of the subject property, the character of the surrounding community, and the commercial viability of the region as a whole.



The Project's proposed request for the sale and dispensing of a full line of alcoholic beverages for on-site consumption within the proposed hotel would be consistent with the Project's land use designation (Transit Core) and its associated goals and policies. Additionally, the area surrounding the Project Site is urbanized and features a range of similar mixed commercial developments, including multi-family apartments, hotels with restaurants and bars, as well as the Los Angeles Convention Center and LASED. Alcohol sales for on-site consumption as part of the hotel in the Project would be beneficial to public convenience and welfare, as the uses are situated in an infill location that is easily accessible to nearby visitors, employees, and residents.

The ability for the Project to offer a full line of alcoholic beverages would allow the hotel and ancillary restaurant/bar uses to remain competitive with other similar establishments in the area, as alcohol service is a common and expected component of such uses, and enhance the amenities offered. This would help ensure a vibrant mixture of land uses, reinforcing Downtown as the primary center of urban activity in the region.

In addition, the request for reduced vehicle parking is appropriate in this location because the Project Site is located in a heavily urbanized commercial core in close proximity to a variety of transit options, including multiple bus lines and light-rail stations within one-quarter mile of the Project Site. In such a location, the request would enable the provision of services and amenities in a dense high-rise development without overburdening the Project to provide more vehicle parking than is necessary, consistent with City goals to encourage transit and facilitate high-density development in such designated areas.

Therefore, the sale and dispensing of a full line of alcoholic beverages for on-site consumption as part of the hotel in the Project and request for a 20 percent parking reduction would be in substantial conformance with the General Plan and Community Plan.

**Additional findings required per LAMC Section 12.24 W.1 (Conditional Use for Alcoholic Beverages):**

**9. The proposed use will not adversely affect the welfare of the pertinent community.**

The Project Site is zoned C2, which permits both commercial and residential development as well as the sale and dispensing of alcoholic beverages. The Project proposes a hotel and residential tower with ground-floor commercial uses. The request, in conjunction with the proposed hotel and its ancillary amenity spaces, will enhance the economic vitality of the surrounding community by providing additional dining, lodging, and recreational amenities.

As a hotel development with alcoholic beverage sales incidental to hotel and restaurant services, the proposed operations are unlikely to have any significant adverse impacts. The proposed hours of operation are from 6:00 a.m. to 2:00 a.m. daily, in line with typical restaurant operations and other alcoholic beverage service requests commonly found throughout the City. Alcoholic beverage service will be self-contained within designated areas on the Project Site and thus are unlikely to significantly impact adjacent properties. Furthermore, the closest commercial uses adjacent to the Project Site are located 100 to 200 feet to the west, while the nearest residential uses are approximately 300 feet southeast of the Site. As such, the Project is not expected to have any significant additional adverse impacts and will be compatible with adjacent properties and the surrounding community.

Negative impacts commonly associated with the sale of alcoholic beverages, such as criminal activity, public drunkenness, and loitering, will be mitigated by the imposition of conditions that require responsible management and deter loitering. Employees will undergo training on the sale of alcoholic beverages, including training provided by the Los Angeles

Police Department's (LAPD) Standardized Training for Alcohol Retailers (STAR) Program. Additional conditions regarding excessive noise, noise prevention, and litter management will safeguard the residential community.

Therefore, as proposed and conditioned, the sale and dispensing of a full line of alcoholic beverages within the proposed hotel will not adversely affect the welfare of the pertinent community.

- 10. The granting of the application will not result in an undue concentration of premises for the sale or dispensing for consideration of alcoholic beverages, including beer and wine, in the area of the City involved, giving consideration to applicable State laws and to the California Department of Alcoholic Beverage Control's guidelines for undue concentration; and also giving consideration to the number and proximity of these establishments within a one thousand foot radius of the site, the crime rate in the area (especially those crimes involving public drunkenness, the illegal sale or use of narcotics, drugs or alcohol, disturbing the peace and disorderly conduct), and whether revocation or nuisance proceedings have been initiated for any use in the area.**

According to the California Department of Alcoholic Beverage Control (ABC) licensing criteria, four on-site and two off-site consumption licenses are allocated to the subject census tract (Census Tract 2240.1). Currently, there are three active on-site licenses and three active off-site licenses in this census tract.

According to statistics provided by LAPD's Central Bureau, Central Division within Crime Reporting District No. 192, which has jurisdiction over the subject property, a total of 269 crimes were reported in 2024, including 144 Part I crimes and 125 Part II crimes. This is compared to the Citywide average of 89 crimes and the High Crime Reporting District average of 106 crimes for the same reporting period. Alcohol-related Part II crimes reported include DUI (1) and Miscellaneous Other Violations (16). These numbers do not reflect the total number of arrests in the subject reporting district for the year, as arrests made in the calendar year may reflect crimes reported in previous years.

Concentration can be deemed undue when the addition of a license negatively impacts a neighborhood. However, concentration is not undue when the approval of a license provides a public service and benefits the community. In active commercial areas where there is a demand for licenses beyond the allocated number, the ABC has recognized that high-activity retail and commercial centers are supported by significant employee populations, in addition to the growing resident population base in the area. The ABC has discretion to approve an application if there is evidence that normal operations will not be contrary to public welfare and will not interfere with the quiet enjoyment of property by residents.

In this case, the subject property is located in the southern part of Downtown Los Angeles, a heavily urbanized and densely developed commercial core anchoring various entertainment venues, hotels, and restaurants. The Project will provide new and unique services and cater to both local residents and workers, as well as tourists and visitors, offering a complementary and beneficial service in this location. Additionally, an alcohol license would not be unusual or unexpected for a proposed new hotel with ancillary dining/bar services. In addition, the Project would add a new on-site license and thus would not exceed the allocated number of licenses to the census tract.

Furthermore, the Project will not adversely affect the public welfare, as the proposed self-contained operations within a new upscale hotel with incidental alcoholic beverage service

are unlikely to have a significant direct impact on the local crime rate, particularly considering the relatively low number of alcohol-related crimes in the area.

The proposed hotel and ancillary uses with alcoholic beverage service will be desirable uses in an area designated for such uses and part of a larger development, which would benefit from oversight of the building complex as a whole. The Project will provide valuable services and amenities to workers, visitors, and residents, and, as conditioned, will not negatively impact the area. Nonetheless, operational conditions have been incorporated to address noise, safety, and security, ensuring the proposed use is conducted with due regard for surrounding properties and reducing any potential crime issues or nuisance activity. Therefore, as proposed and conditioned, the sale and dispensing of a full line of alcoholic beverages within the proposed hotel will not result in undue concentration.

**11. The proposed use will not detrimentally affect nearby residentially zoned communities in the area of the City involved, after giving consideration to the distance of the proposed use from residential buildings, churches, schools, hospitals, public playgrounds and other similar uses, and other establishments dispensing, for sale or other consideration, alcoholic beverages, including beer and wine.**

The Project Site is zoned C2, which permits the hotel, residential, and ground-floor commercial uses proposed as part of the Project, as well as the sale and dispensing of alcoholic beverages. The following sensitive uses have been identified within 1,000 feet of the subject property:

- Multi-family residential buildings, 1600 and 1624 South Hope Street, located approximately 60 feet east (across Hope Street) from the Project Site
- LA Pilgrim Church, 1329 South Hope Street, located approximately 1,000 feet north of the Project Site
- Glory Church of Jesus Christ, 1801 South Grand Avenue, located approximately 450 feet south of the Project Site
- California Hospital Medical Center, 1401 South Grand Avenue, located approximately 250 feet north of the Project Site
- Venice Hope Park, a privately-owned open space, located approximately 230 feet north of the Project Site

Consideration has been given to the distance between the subject establishment and the above-referenced sensitive uses. The Project will not be detrimental to the surrounding neighborhood. The Project Site is located in the southern part of Downtown Los Angeles within a major entertainment center and commercial hub with a high concentration of entertainment venues, hotels, and restaurants. While residentially-zoned properties are in proximity to the Project Site, the surrounding area is considered a mixed-use neighborhood with existing residential, retail, office, and entertainment uses, and it would not be unusual for residentially-zoned properties to be located in proximity to alcohol-serving establishments.

In addition, the other sensitive uses are located farther away from the Project Site and are separated by several other properties serving as buffers from the Project. Additionally, the park across from the Project Site is a gated park with business hours, limiting its use, particularly in the evenings when alcoholic beverage service is more likely to be busier.

The sale of alcoholic beverages as part of the lobby restaurant/bar lounge and other amenity areas is a standard practice for hotels to attract and cater to their clientele and would be incidental to the Project's primary operation as a hotel with ancillary amenities. The sale of



alcoholic beverages within the proposed Project would be part of a new upscale hotel, and all alcohol service in such a facility would occur within a carefully controlled environment managed by a seasoned operator.

Moreover, the Project has been conditioned to protect the health, safety, and welfare of the surrounding neighbors from potential effects of excessive noise or disruptive behavior. Operational conditions have been incorporated to address noise, safety, and security, ensuring the proposed use is conducted with due regard for surrounding properties and reducing any potential crime issues or nuisance activity. Furthermore, the Project is consistent with the zoning and aligns with the existing uses adjacent to the development and the subject request would contribute to the neighborhood and serve the needs of neighboring residents, employees, and visitors.

Therefore, as proposed and conditioned, the sale and dispensing of a full line of alcoholic beverages within the proposed hotel will not detrimentally affect nearby residentially zoned communities or any other sensitive uses in the area.

### **Site Plan Review Findings**

Following are the findings for Site Plan Review, for a development project which creates, or results in a net increase of 50 or more dwelling units and/or guest rooms, as required by LAMC Section 16.05.

**12. The project is in substantial conformance with the purposes, intent and provisions of the General Plan, applicable community plan, and any applicable specific plan.**

The Project Site is currently developed with four low-rise commercial and warehouse buildings comprising approximately 89,510 square feet of floor area, as well as associated surface parking and alley areas. The Project proposes the demolition of all existing improvements for the construction of a new, mixed-use residential and commercial development consisting of two high-rise towers. Tower 1 (Hotel Tower) would be a 22-story building with 300 hotel guest rooms and 3,120 square feet of ground floor commercial space; and Tower 2 (Residential Tower) would be a 23-story building with 250 residential dwelling units and 10,000 square feet of ground floor commercial space. The Project would result in a total of 452,630 square feet of floor area, with a maximum height of 260 feet (for the 23-story Residential Tower). An outdoor publicly accessible paseo would bisect the Project Site, running north-south between the two towers, connecting Venice Boulevard to the north to a proposed circular drive-aisle on the southern portion of the Project Site.

The Los Angeles General Plan sets forth goals, objectives and programs that guide both Citywide and community-specific land use policies. The General Plan is comprised of a range of State-mandated elements, including, but not limited to Housing and Conservation, Land Use, Noise, Safety, and Transportation. The City's Land Use Element is divided into 34 Community Plans that establish parameters for land use decisions within those sub-areas of the City. The Project is consistent with the various elements of the General Plan, including the Framework Element, Mobility Element (Mobility Plan 2035), Health and Wellness Element, Air Quality Element and the Land Use Element (Downtown Community Plan).

### **Framework Element**

The Framework Element for the General Plan (Framework Element) was adopted by the City of Los Angeles in December 1996 and re-adopted in August 2001. The Framework Element provides guidance regarding policy issues for the entire City of Los Angeles,

including the Project Site. The Framework Element also sets forth a Citywide comprehensive long-range growth strategy and defines Citywide policies regarding such issues as land use, housing, urban form, neighborhood design, open space, economic development, transportation, infrastructure, and public services.

The Project is consistent with the goals and objectives of the Framework Element as described below:

### Chapter 3: Land Use

The Land Use Chapter of the Framework Element identifies objectives and supporting policies relevant to the Project Site. Those objectives and policies seek, in part, to encourage the development of commercial uses and structures that integrate a mix of commercial and residential uses. The Project supports and will be generally consistent with the General Plan Framework Land Use Chapter as it accommodates development of a hotel, apartments, and commercial uses in accordance with the applicable policies of the Downtown Community Plan. Specifically, the Project would be consistent with the following goals and objectives, as set forth in the General Plan Framework Land Use Chapter:

***Goal 3A:*** *A physically balanced distribution of land uses that contributes towards and facilitates the City's long-term fiscal and economic viability, revitalization of economically depressed areas, conservation of existing residential neighborhoods, equitable distribution of public resources, conservation of natural resources, provision of adequate infrastructure and public services, reduction of traffic congestion and improvement of air quality, enhancement of recreation and open space opportunities, assurance of environmental justice and a healthful living environment, and achievement of the vision for a more livable city.*

***Objective 3.1:*** *Accommodate a diversity of uses that support the needs of the City's existing and future residents, businesses, and visitors.*

***Objective 3.2:*** *Provide for the spatial distribution of development that promotes an improved quality of life by facilitating a reduction of vehicular trips, vehicle miles traveled, and air pollution.*

***Policy 3.2.3:*** *Provide for the development of land use patterns that emphasize pedestrian/bicycle access and use in appropriate locations.*

***Objective 3.4:*** *Encourage new multi-family residential, retail commercial, and office development in the City's neighborhood districts, community, regional, and downtown centers as well as along primary transit corridors/boulevards, while at the same time conserving existing neighborhoods and related districts.*

***Policy 3.4.1:*** *Conserve existing stable residential neighborhoods and lower-intensity commercial districts and encourage the majority of new commercial and mixed-use integrated commercial and residential development to be located (a) in a network of neighborhood districts, community, regional, and downtown centers, (b) in proximity to rail and bus transit stations and corridors, and (c) along the City's major boulevards, referred to as districts, centers, and mixed-use boulevards, in accordance with the Framework Long-Range Land Use Diagram.*

The Project would provide a diverse mix of uses, including a hotel, residential units, and ground floor commercial space on an infill site in a heavily urbanized and central location. The Project would also provide 25,768 square feet of residential open space within the

Residential Tower in compliance with the LAMC, including a podium terrace with a pool, fitness center, lounge, and roof terrace. Additionally, some residents will have access to private open space in the form of balconies. The Hotel Tower would also provide amenity and recreation spaces, including two terraces totaling approximately 11,000 square feet and a 1,663 square-foot fitness center. Additionally, the Project would provide development that emphasizes pedestrian and bicycle access. A publicly accessible paseo bisecting the Project Site and connecting Venice Boulevard to the circular driveway in the rear of the Project would provide a usable and inviting amenity between the two Towers, featuring landscaped planters, decorative paving, outdoor seating, and short-term bicycle parking and adding additional open space opportunities to the community. Bicycle parking spaces would be provided in accordance with LAMC requirements for residents, employees, and visitors on the ground floor at various locations throughout the Project Site, including short-term bicycle parking located along the street and paseo frontages and in front of the ground floor commercial spaces to both improve convenience and activate more of the Project Site. With this complementary mix of uses and integrated amenities, the Project will serve the needs of the City's existing and future residents, employees, and visitors.

The Project Site is located in a transit-rich area in close proximity to multiple bus and rail lines and stations, including the Pico Station and Grand/LATTC Station on the Metro A and E light-rail lines, ideal for the proposed scale and nature of development. The wide availability and proximity of transit options and colocation of uses in this location will provide convenient alternatives to driving, helping to reduce vehicle miles traveled and supporting the City's sustainability and mobility goals.

Thus, the Project would develop a mix of residential and commercial uses on a centrally-located site conducive to a variety of transit options, in support of goals advocating for such developments.

#### Chapter 5: Urban Form and Neighborhood Design

The Project is consistent with the following goals and objectives of the General Plan Framework Urban Form and Neighborhood Design Chapter:

***Goal 5A: A livable City for existing and future residents and one that is attractive to future investment. A City of interconnected, diverse neighborhoods that builds on the strengths of those neighborhoods and functions at both the neighborhood and citywide scales.***

***Objective 5.2: Encourage future development in centers and in nodes along corridors that are served by transit and are already functioning as centers for the surrounding neighborhoods, the community or the region.***

***Policy 5.2.2: Encourage the development of centers, districts, and selected corridor/boulevard nodes such that the land uses, scale, and built form allowed and/or encouraged within these areas allow them to function as centers and support transit use, both in daytime and nighttime (see Chapter 3: Land Use). Additionally, develop these areas so that they are compatible with surrounding neighborhoods, as defined generally by the following building characteristics.***

***Objective 5.5: Enhance the livability of all neighborhoods by upgrading the quality of development and improving the quality of the public realm.***

***Objective 5.9: Encourage proper design and effective use of the built environment to help increase personal safety at all times of the day.***



***Policy 5.9.1:*** Facilitate observation and natural surveillance through improved development standards which provide for common areas, adequate lighting, clear definition of outdoor spaces, attractive fencing, use of landscaping as a natural barrier, secure storage areas, good visual connections between residential, commercial, or public environments and grouping activity functions such as child care or recreation areas.

The Project proposes a high-quality development that builds upon the existing urban modern architectural character of the surrounding area. The Project incorporates contemporary architectural design elements that are compatible with similar newer mid- and high-rise developments in the vicinity. The exterior building materials and features include retractable glass walls, metal panel screens, digital signs (as part of the Sign District), metal railings on residential balconies, and painted artwork within various terraces, which create a sleek contemporary design that complements other similar developments in the surrounding area.

The Project includes a variety of features that improve the enhance the public realm, including active ground floor frontages with commercial spaces and outdoor seating, street trees, and bike parking. Ground floor commercial spaces will have tall glass walls to increase transparency and improve the streetscape where there currently are plain building walls. The paseo is designed with decorative pavement, landscaped planters, and stainless steel planters and would replace an existing private alleyway, thereby physically improving the property and enhancing pedestrian safety. As such, the Project would enhance both the Project Site and the surrounding area.

#### Chapter 7: Economic Development

The Project is consistent with the following goals of the General Plan Framework Economic Development Chapter:

***Goal 7A:*** A vibrant economically revitalized City.

***Goal 7B:*** A City with land appropriately and sufficiently designed to sustain a robust commercial and industrial base.

***Goal 7C:*** A City with thriving and expanding businesses.

***Goal 7G:*** A range of housing opportunities in the City.

***Objective 7.9:*** Ensure that the available range of housing opportunities is sufficient, in terms of location, concentration, type, size, price/rent range, access to local services and access to transportation, to accommodate future population growth and to enable a reasonable portion of the City's work force to both live and work in the City.

***Policy 7.9.2:*** Concentrate future residential development along mixed-use corridors, transit corridors and other development nodes identified in the General Plan Framework Element, to optimize the impact of City capital expenditures on infrastructure improvements

The Project would contribute to the continued growth and success of the Downtown neighborhood by redeveloping a site currently developed with low-rise commercial buildings and surface parking with high-rise buildings containing a mix of residential and commercial uses. The Project would create 250 residential units of various types, including studios, one-bedroom, two-bedroom, and three-bedroom units, and bring additional housing to Downtown; 300 hotel guest rooms to support the economy and tourist and entertainment

industries; and ground floor commercial space to provide services and amenities for residents and visitors alike. The Project Site is in a centrally located and heavily urbanized urban core, ideal for the concentration of such uses. With its strategic location along major transit corridors and a complementary mix of residential and commercial uses, the Project would help accommodate future population growth while providing jobs and serving visitors. By concentrating development near transit infrastructure, the Project supports the optimization and sustainability of recent and planned infrastructure investments.

### **Housing Element**

The City's Housing Element for 2021–2029 (Housing Element) was adopted by the Los Angeles City Council on November 24, 2021. The Project is consistent with the following goal, objective, and policy of the Housing Element:

**Goal 3:** *A City in which housing creates healthy, livable, sustainable, and resilient communities that improve the lives of all Angelenos.*

**Objective 3.2:** *Promote environmentally sustainable buildings and land use patterns that support a mix of uses, housing for various income levels and provide access to jobs, amenities, services and transportation options.*

**Policy 3.2.1:** *Promote the integration of housing with other compatible land uses at both the building and neighborhood level.*

**Policy 3.2.2:** *Promote new multi-family housing, particularly Affordable and mixed-income housing, in areas near transit, jobs and Higher Opportunity Areas, in order to facilitate a better jobs-housing balance, help shorten commutes, and reduce greenhouse gas emissions.*

**Policy 1.2.2:** *Facilitate the construction of a range of different housing types that addresses the particular needs of the city's diverse households.*

The Project would redevelop a site currently occupied by low-rise commercial buildings and surface parking with a new high-rise, mixed-use residential and commercial development. The Project proposes a Residential Tower containing 250 dwelling units of various sizes, including studio, one-bedroom, two-bedroom, and three-bedroom units. The Project also includes a Hotel Tower with 300 guest rooms, and over 13,000 square feet of ground floor commercial space. Together, the Project's mix of uses reflects a sustainable land use pattern that provides housing, jobs, services, and amenities.

The Project is also located in a Transit Priority Area in close proximity to various modes of transit, which helps reduce the Project's overall environmental footprint and supports lower per capita greenhouse gas emissions by promoting alternatives to private vehicle use. The Project would also implement improvements in the public right-of-way, including new sidewalks, street trees, and upgraded street lighting. These enhancements will improve pedestrian safety, increase walkability, and enrich the overall public realm, thereby facilitating the use of transit and promoting health through a pedestrian-oriented design.

Therefore, by introducing sustainable buildings and a land use pattern that combines a hotel and multi-family housing within a mixed-use development with convenient access to jobs, amenities, and transportation, the Project directly supports the goals, objectives, and policies of the Housing Element.

**Mobility Element (Mobility Plan 2035)**

The Mobility Plan 2035, adopted in September 2016, serves as the Mobility Element of the General Plan and guides development of a citywide transportation system with the goal of ensuring the efficient movement of people and goods and recognizes that primary emphasis must be placed on maximizing the efficiency of existing and proposed transportation infrastructure through advanced transportation technology, reduction of vehicle trips, and focused growth in proximity to public transit. The Mobility Plan 2035 includes goals that define the City's high-level mobility priorities and sets forth objectives and policies to establish a citywide strategy to achieve long-term mobility and accessibility within the City of Los Angeles. The Project would be in conformance with the following policies of the Mobility Element:

**Chapter 2: World Class Infrastructure**

***Policy 2.3:*** Recognize walking as a component of every trip and ensure high-quality pedestrian access in all site planning and public right-of-way modifications to provide a safe and comfortable walking environment.

**Chapter 3: Access for All Angelenos**

***Policy 3.1:*** Recognize all modes of travel, including pedestrian, bicycle, transit, and vehicular modes – including goods movement – as integral components of the City's transportation system.

***Policy 3.3:*** Promote equitable land use decisions that result in fewer vehicle trips by providing greater proximity and access to jobs, destinations, and other neighborhood services.

***Policy 3.5:*** Support “first-mile, last-mile solutions” such as multi-modal transportation services, organizations, and activities in the areas around transit stations and major bus stops (transit stops) to maximize multi-modal connectivity and access for transit riders.

***Policy 3.8:*** Provide bicyclists with convenient, secure and well-maintained bicycle parking facilities.

The Project Site is located within a designated Transit Priority Area and is well-served by public transit, including both rail and bus service. Specifically, the Project Site is located approximately 1,300 feet south of the Pico Station and approximately 1,000 feet north of the Grand/LATTC Station on the Metro A and E light-rail lines. Additionally, eight local and regional transit operators operate bus lines within one-quarter mile of the Project Site, including Metro, LADOT DASH, LADOT Commuter Express, Foothill Transit, Orange County Transportation Authority, Santa Monica Big Blue Bus, Gardena Municipal Bus Lines, and Montebello Bus Lines.

The Project's site design emphasizes safe, convenient access to surrounding neighborhood amenities and transit while fostering an active pedestrian and bicycle-friendly environment by providing multimodal access for vehicles, pedestrians, and bicycles. Vehicular access would be provided via a single driveway off Hope Street to the rear of the Project Site, minimizing the impacts of vehicles on pedestrians. Pedestrian access across the Project Site would be provided via a publicly accessible paseo; and bicycle parking would be provided in several locations along the street frontages, along the paseo, and near the entrances to the ground floor commercial spaces and tower lobbies, as well as within both the Hotel Tower and Residential Towers. The Residential Tower would feature a dedicated



workspace within the long-term bicycle parking room on the ground floor, conveniently located near the elevators and lobby. These amenities are designed to encourage cycling and walking, thereby promoting healthier lifestyles and reducing emissions

The Project would collocate residential, commercial service, and hotel uses within one cohesive development, reflective of a land use pattern that would provide greater convenience and accessibility and reduce vehicle trips. The Project is also within walking distance of numerous destinations in Downtown Los Angeles, including retail, restaurants, and entertainment venues along Figueroa Street. The proximity to key regional destinations such as the Los Angeles Convention Center, Crypto.com Arena, Peacock Theater, and L.A. LIVE would allow hotel guests and residents to travel without relying on private vehicles, further reducing overall vehicle trips.

Streetscape improvements would enhance the pedestrian environment around the Project Site. The Project would also implement improvements in the public right-of-way, including upgraded sidewalks, street trees, and street lighting. The ground floor street frontages and along the paseo would be activated with commercial uses and lobbies for the two towers.

The Project would create a mixed-use residential and commercial development with thoughtful bicycle parking siting, streetscape-activating ground floor commercial uses lining the primary corridors, and a pedestrian-oriented paseo in a transit-rich location. In addition, the Project would implement all required dedications and improvements, such as sidewalk widening, to meet the needs of all forms of mobility. Accordingly, the Project would be consistent with the street standards and mobility objectives outlined in Mobility Plan 2035.

### **Health and Wellness Element**

Adopted in March 2015, the Plan for a Healthy Los Angeles lays the foundation to create healthier communities for all Angelenos. As the Health and Wellness Element of the General Plan, it provides high-level policy vision, along with measurable objectives and implementation programs, to elevate health as a priority for the City's future growth and development. Through a new focus on public health from the perspective of the built environment and City services, the City of Los Angeles will strive to achieve better health and social equity through its programs, policies, plans, budgeting, and community engagement. The Project is consistent with the following:

#### **Chapter 2: A City Built for Health**

***Policy 2.2: Promote a healthy built environment by encouraging the design and rehabilitation of buildings and sites for healthy living and working conditions, including promoting enhanced pedestrian-oriented circulation, lighting, attractive and open stairs, healthy building materials and universal accessibility using existing tools, practices, and programs.***

#### **Chapter 5: An Environment Where Life Thrives**

***Policy 5.1: Reduce air pollution from stationary and mobile sources; protect human health and welfare and promote improved respiratory health.***

***Policy 5.7: Promote land use policies that reduce per capita greenhouse gas emissions, result in improved air quality and decreased air pollution, especially for children, seniors and other susceptible to respiratory diseases.***

**Air Quality Element**

***Policy 4.2.3:*** *Ensure that new development is compatible with pedestrians, bicycles, transit, and alternative fuel vehicles.*

***Policy 5.1.2:*** *Effect a reduction in energy consumption and shift to non-polluting sources of energy in its buildings and operations.*

The Project would develop two, new high-rise towers with 300 hotel guest rooms, 250 residential units, and over 13,000 square feet of ground floor commercial uses in the southern part of Downtown Los Angeles, an area well-served by multiple public transit lines and experiencing rapid growth and high-rise development. By locating residential and commercial uses near transit and existing entertainment, residential, and commercial destinations, the Project would reduce vehicle miles traveled and decrease reliance on single-occupancy vehicle trips. The Project would also promote bicycle access by including short-term bicycle parking in a variety of locations along the street frontages, paseo, and ground floor commercial spaces, as well as by providing long-term bicycle parking located within both the Hotel Tower and Residential Towers. The Residential Tower would feature a dedicated workspace within the long-term bicycle parking room on the ground floor, conveniently located near the elevators and lobby. These amenities are designed to encourage cycling and walking, thereby promoting healthier lifestyles and reducing emissions.

The Project would also enhance the public realm by creating a central paseo bisecting the Project Site, along with landscaping and new trees. Additionally, both the Hotel and Residential Towers would offer open space in the form of terraces, fitness centers, lounges, and pool decks. By providing recreational opportunities for residents and visitors, the Project would contribute to a healthy urban environment and helping to reduce pollution.

In line with smart growth principles, the Project would deliver infill development adjacent to employment centers and transit, while incorporating sustainable building practices. The Project would comply with CALGreen and the Los Angeles Green Building Code, thereby reducing energy and water use. Additionally, per code requirements, at least 30 percent of the total code-required parking spaces would be capable of supporting future electric vehicle supply equipment (EVSE), and 10 percent of spaces would be equipped with EV chargers. The Project's proximity to major transit infrastructure would also encourage the use of alternative modes of transportation and further reduce energy consumption and emissions, which would directly support a reduction in per capita greenhouse gas emissions from residents, employees, and visitors, particularly those traveling by private vehicle. Through adherence to applicable codes and conditions, the Project would be consistent with other relevant policies, including Policy 5.1.2 of the Air Quality Element, by ensuring that new development is energy-efficient and promotes the use of clean, non-polluting energy sources. The EV parking also provides a valuable amenity for residents, employees, and visitors who utilize electric-powered equipment or vehicles.

In summary, the Project would provide service amenities that improve the habitability and functionality of the development for on-site users while minimizing impacts on neighboring properties. As such, the Project would foster a healthy built environment, encourage sustainable living, reduce air pollution, and support land use policies aimed at lowering per capita greenhouse gas emissions.

**Land Use Element (Downtown Community Plan)**

The Project Site is located within the Downtown Community Plan, one of 34 Community Plans which together form the Land Use Element of the General Plan. Pursuant to LAMC Section 12.36, when acting on multiple applications for a project, when appropriate, findings may be made by reference to findings made for another application involving the same Project. As detailed above in Finding Nos. 1, 5, and 8, the Project is in substantial conformance with the purposes, intent and provisions of the Downtown Community Plan as well as the Downtown Design Guide. As such, the Project substantially conforms with the Land Use Element of the General Plan.

- 13. The project consists of an arrangement of buildings and structures (including height, bulk and setbacks), off-street parking facilities, loading areas, lighting, landscaping, trash collection, and other such pertinent improvements, that is or will be compatible with existing and future development on neighboring properties.**

The Project Site is located in the southern part of Downtown Los Angeles and is bounded by Venice Boulevard to the north, South Hope Street to the east, an unnamed alley and the Interstate 10 freeway to the south, and Flower Street to the west. The Project Site is currently developed with four low-rise commercial buildings and associated surface and rooftop parking. A private alleyway bisects the Project Site and provides access from Venice Boulevard to the rear parking area. The Project proposes to demolish all existing improvements for the development of a new mixed-use development consisting of a 22-story Hotel Tower with 300 guest rooms, a 23-story Residential Tower with 250 residential dwelling units, and 13,120 square feet of ground floor commercial space. At completion, the Project would total 452,630 square feet of floor area, and would rise to a maximum of 260 feet (for the Residential Tower).

**Bulk, Mass, Height**

The Project Site is located in a heavily urbanized area and generally surrounded by low- and mid-rise commercial and residential buildings, although several high-rise developments are located one- to two-blocks west and north of the Project Site. To the north of the Project Site, across Venice Boulevard, are a one-story commercial building and the Venice Hope Park. To the east of the Project Site, across Hope Street, are four- and six-story affordable housing buildings. To the south of the Project Site, across the public alley, is the Interstate 10 freeway. To the west of the Project Site, across Flower Street, are one-story warehouse buildings and surface parking.

While the Project Site is generally surrounded by low- and mid-rise buildings, this part of Downtown continues to experience rapid growth with the introduction of taller buildings with a variety of residential, commercial service, and hotel uses being introduced within an area previously concentrated with low-scale commercial uses. With a maximum height of 23 stories and 260 feet, the Project would be similar in scale to or shorter than other high-rise developments nearby, including the 37-story Moxxy and AC Hotel tower and the 43-story Hope + Flower apartment towers, one block north of the Project Site. As discussed in Finding Nos. 1, 5, and 8, the Project is located on a site designated for tall high-rise developments; as such, the Project would be consistent with the scale of development envisioned for this location and within the range of heights of existing developments in the surrounding area.

The Project design consists of two towers each above a five-story podium which would mirror the prevailing mid-rise massing in the immediate vicinity of the Project Site. Above the podium level, the towers are slender and rectangular-shaped and face perpendicular to



each other, creating variation in mass and form. Additionally, both towers feature open terrace levels and architectural features that cut into the tower buildings, adding visual interest and further reducing bulk and mass.

As such, the Project employs architectural design features to reduce perceived scale, and the proposed height, bulk, and mass of the Project would be consistent with the scale of existing and future proposed developments within the surrounding neighborhood.

### Setbacks

The Project is subject to the setback requirements of the underlying C2 Zone. Pursuant to LAMC Section 12.22 A.18, setbacks are not required for mixed-use residential and commercial projects in the C2 Zone provided that such projects provide only commercial uses on the ground floor and only residential uses on the upper floors. The Project meets these requirements and therefore is not required to provide any building setbacks. However, the Project provides step-backs at the upper levels, as both towers have outdoor podium decks on Level 5; above Level 5 the Hotel Tower rises above the western portion of its podium and leaves the eastern portion open to the sky, while the Residential Tower rises above the southern portion of its podium and leaves the northern portion open to the sky. As such, the Project creates both appropriate separation distances between the two towers as well as external step-backs above the ground floor.

### Off-Street Parking and Loading Areas

Vehicular access to the Project would be provided from a driveway off of Hope Street at the southeastern corner of the Project Site, which leads to a circular on-site pick-up/drop-off area and ramps leading to the parking levels in each tower. Loading areas are also located off of the circular driveway. All driveways and access would be designed in accordance with the LADOT standards. By siting vehicular access and loading along the rear of the Project Site, the Project minimizes impacts and interruptions on the streetscape and orients the Project's active uses towards the primary street and paseo frontages.

The Project would provide 283 vehicle parking spaces for the proposed uses, including eight spaces reserved for the property at 1721 South Flower Street, as required by Condition No. 7 of Case No. ZA-2003-9927-CUX-PA5-1A, within three above-grade parking levels contained within two podium structures (one at the base of each proposed tower building). The parking levels would be screened with metal panels and mesh, as depicted in the architectural plans in Exhibit A, to shield the view of cars and headlights from view from any public rights-of-way. The Project would also install 10 percent of the total provided parking spaces with EV chargers and design an additional 20 percent of the total provided parking spaces for EVSE, in compliance with the LAMC.

The Project would also provide bicycle parking spaces in accordance with LAMC requirements. Short-term bicycle parking would be located throughout the Project Site at the ground floor along the street frontages, within the paseo, and in front of the commercial storefronts, thereby enhancing convenience and useability. Long-term bicycle parking would be located within dedicated storage lockers in both the Hotel Tower and Residential Tower.

### Landscaping

Currently, there are no existing trees or other significant landscaping on the Project Site. The Project would provide new landscaping on the Project Site in the form of landscaped planters along the paseo and planted trees at the ground level and on the upper and rooftop outdoor terraces in each tower. The Project would also cover a minimum of 25 percent of

the provided residential open space with ground cover, trees, or other plant cover. The Project would also plant new street trees in the public right-of-way (per the requirements and to the satisfaction of the Bureau of Street Services, Urban Forestry Division). As such, the Project would improve the existing Project Site with additional landscaping that would enhance the physical environment of the surrounding community.

#### Trash Collection

As conditioned, all trash and recycling areas would be enclosed and screened from public view, accessed via the vehicle driveway at the rear of the Project Site. Enclosing trash collection with the building envelope will prevent any negative impacts on surrounding properties.

#### Lighting & Building Signage

The Project would introduce new residential, hotel, and commercial service uses that would include accent and security lighting in compliance with LAMC requirements, and consistent with lighting levels provided for adjacent commercial and residential uses. In addition, as discussed in Finding Nos. 1 and 2, the Project includes a proposed Sign District that would permit a variety of sign types and dimensions, including Supergraphic and Digital Display signs, displaying both on-site and off-site signage. The proposed Sign District includes a comprehensive set of development standards and guidelines governing signage illumination, including limitations that restrict light intensity to no more than three foot-candles above ambient lighting as measured at the property line of the nearest residentially zoned property, and illumination for Digital Display signs to no more than 5,000 candelas per square meter during the daytime and no more than 300 candelas per square meter during the nighttime. In addition, certain light types such as strobe and flashing lights are prohibited. The Sign District would also require illumination testing protocols and certification from LADBS for digital displays to ensure ongoing compliance with these regulations. Therefore, the Project's lighting and signage features will be in compliance with the LAMC or as otherwise permitted by the proposed Sign District.

#### **14. Any residential project provides recreational and service amenities to improve habitability for its residents and minimize impacts on neighboring properties.**

The Project would include a total of 25,768 square feet of residential open space in the Residential Tower, including a 2,043 square-foot lobby/lounge on the ground floor; a 9,630 square-foot outdoor podium terrace, a 2,000 square-foot indoor fitness center, and a 1,500 square-foot indoor lounge on Level 5; a rooftop outdoor terrace on Level 23 that would include a pool, multiple seating areas, a fireplace, planters and trees, and a 676 square-foot indoor amenity room on Level 23. Certain residential units would also have access to private balconies, with 5,050 square feet of such balconies counting towards LAMC requirements (although in practice the balcony areas would total a greater amount). The Project would also provide additional open space which is not counted towards the Project's residential open space requirement, such as the 4,200 square-foot publicly accessible paseo, an additional 1,800 square-foot outdoor terrace on Level 9, and recreational and service amenities in the Hotel Tower, including two outdoor terraces totaling 11,000 square feet and a 1,663 square-foot fitness center. As such, the Project provides recreational and service amenities for residents and visitors alike, which will minimize impacts on neighboring properties.

**Director's Determination Findings**

Following are the findings for the request to 10 percent reduction in the total required usable open space, as required by LAMC Section 12.21 G.3(c).

**15. The open space provided conforms with the objectives of LAMC Section 12.21 G.**

The purpose of LAMC Section 12.21 G is to ensure that residential projects include a sufficient amount of open space to provide recreational amenities and improve habitability for residents. An Applicant may request a reduction of 10 percent in the required amount of residential open space provided such reduction is in the required amount of common open space only. With the number and typology of residential units proposed, the Project would be required to provide 26,925 square feet of open space. As the Project proposes 5,050 square feet of private open space to be counted towards LAMC requirements by way of balconies, the Project would otherwise be required to provide 21,875 square feet of common open space. In conjunction with the requested 10 percent reduction in common open space, a total of 19,688 square feet of common open space would be required. The Project proposes 20,718 square feet of common open space and a total 25,768 square feet of open space within the Residential Tower, and thus meets the requirements of this section.

The Residential Tower includes a 2,043 square-foot lobby/lounge on the ground floor; a 9,630 square-foot outdoor podium terrace, a 2,000 square-foot indoor fitness center, and a 1,500 square-foot indoor lounge on Level 5; a rooftop outdoor terrace on Level 23 that would include a pool, multiple seating areas, a fireplace, planters and trees, and a 676 square-foot indoor amenity room on Level 23. Certain residential units would also have access to private balconies, with 5,050 square feet of such balconies counting towards LAMC requirements (although in practice the balcony areas would total a greater amount). The Project would also provide additional open space which is not counted towards the Project's residential open space requirement, such as an additional 1,800 square-foot covered outdoor terrace on Level 9, the 4,200 square-foot publicly accessible paseo, and recreational and service amenities in the Hotel Tower, including two outdoor terraces totaling 11,000 square feet and a 1,663 square-foot fitness center. As such, the Project provides recreational and service amenities for residents and visitors alike, and meets the intent of the LAMC.

**16. The proposed project complies with the total usable open space requirements.**

The Project complies with the various requirements of useable open space as outlined in LAMC Section 12.21 G(2). Common open space would constitute more than 50 percent of the total amount of open space, be open to the sky, be readily accessible to all residents, and meet the dimensional and siting requirements outlined in the LAMC. A minimum of 25 percent of outdoor open space would be planted and trees planted above the ground floor would have adequate soil depth to ensure viability. The Project would also provide common indoor open space and private open space in the form of balconies for certain residential units, all of which would meet the dimensional and sizing requirements outlined in the LAMC. As such, the Project meets the requirements of this section.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FINDINGS**

The City of Los Angeles, as the Lead Agency, prepared a Sustainable Communities Environmental Assessment (SCEA), Case No. ENV-2018-3337-SCEA, and an Erratum dated September 2024, 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, and 13,120 square feet of ground floor commercial uses. At its meeting on October 1, 2024 (Council File No. 24-0812) and after 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.

# CITY COUNCIL APPEAL PACKET — FINAL DRAFT

**Appeal of:** Letter of Determination — VTT-82213-1A / CPC-2018-3336-SN (South Park Towers Supplemental Use Sign District)

**Appellant:** Faramarz “Fred” Yadegar (owner, 1721 S. Flower St.)

Phone: 213-268-5890 ·

Email: [sibelle.of.ca@gmail.com](mailto:sibelle.of.ca@gmail.com)

Date: October 20 2025

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## COVER LETTER

October 20, 2025

Los Angeles City Council Office of the City Clerk / Office of City Planning (OAS) 200 N. Spring Street Los Angeles, CA 90012

Re: Appeal of Los Angeles City Planning Commission Letter of Determination (VTT-82213-1A) and denial of petition to expand the South Park Towers Supplemental Use Sign District to include 1721 S. Flower (APN 5126-010-008)

**Dear Honorable Members of the City Council:**

**Note on PLUM Committee Record:** Prior PLUM Committee materials mistakenly characterized by the 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) and by a Superior Court judgment (BC492202) declaring the covenant valid and enforceable “free forever,” creating an easement appurtenant that benefits 1721 S. Flower. 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 and historical access. This clarification should guide your review of the Appeal.

Pursuant to the Los Angeles Municipal Code, I hereby appeal the Los Angeles City Planning Commission’s Letter of Determination for Vesting Tentative Tract Map No. 82213-1A and the Commission’s denial of my petition to include my parcel (1721 S. Flower, APN 5126-010-008) within the South Park Towers Supplemental Use Sign District (CPC-2018-3336-SN).

The Commission’s approval and related denial contain material legal and factual errors. Most critically:

1. The Commission failed to give appropriate effect to a court-validated parking covenant that runs with the land and benefits 1721 S. Flower (Inst. No. 84-1182551; Judgment BC492202). That covenant not only secures eight (8) parking stalls but also guarantees access via the 1616 S. Flower alley (not the Hope Street entrance). Under LAMC § 12.21 A.4(g), off-site parking may be provided within 750 feet of the use it serves; 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. the City’s application of distance and measurement rules must therefore be consistent with this standard. Moreover, 1721 S. Flower has a forty-year historical precedent of reliance and use — including longstanding parking access and a continuously permitted billboard operation — which the City should respect when evaluating entitlement changes. Such recorded property rights and longstanding reliance must be recognized and preserved in subdivision and entitlement decisions.
2. The Commission and staff applied the Sign District and CEQA findings inconsistently: staff concluded the adopted sign program would not cause significant environmental or visual impacts, yet later denied inclusion of my parcel without a record-supported, ordinance-based rationale or any acknowledgment of the recorded easement appurtenant (the eight-space covenant). This inconsistent treatment—failing to consider the covenant—results in arbitrary and disparate regulation of similarly situated property. Moreover, because the covenant renders 1721 S. Flower functionally and legally dependent on the South Park Towers project, the City should provide **equal zoning treatment** to 1721 S. Flower beyond mere inclusion in the Sign District. Such parity would include, where applicable, equal signage modernization rights, parity in applicable FAR/height or overlay benefits, and access to density or adaptive reuse incentives so the parcel is not economically displaced by project approvals.

Accordingly, I respectfully request that the Council reverse the denial of my petition and remand with instructions as set forth in this packet. If the Council approves the Project as currently conditioned—without including 1721 S. Flower in the Sign District or otherwise preserving the easement appurtenant and related access—such approval will jeopardize my Certificate of Occupancy for 1721 S. Flower, threaten future income from the longstanding billboard at that parcel, and undermine the modification reflected in the Certificate of Occupancy pursuant to ZA-2003-9927. The detailed grounds, supporting evidence, and requested relief are provided below.

Respectfully submitted,

Faramarz “Fred” Yadegar Trustee, The T.O.Y. Family Trust 1721 S. Flower Street Los Angeles, CA 90015 213-268-5890 · [sibelle.of.ca@gmail.com](mailto:sibelle.of.ca@gmail.com)



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## 1. STATEMENT OF GROUNDS FOR APPEAL (Summary)

The Planning Commission’s approval and related denial should be reversed for the following primary reasons:

**A. Failure to honor a recorded, court-affirmed parking covenant (an easement appurtenant).** The recorded covenant (Inst. No. 84-1182551) and the Superior Court judgment in BC492202 grant 1721 S. Flower a “free forever” right to use eight (8) parking spaces in the South Park Towers garage and guarantee access via the 1616 S. Flower alley, as reflected in the Certificate of Occupancy for the easement-served use (not via the Hope Street entrance). Under LAMC § 12.21 A.4(g), off-site parking may be provided within 750 feet of the use it serves; the City may not adopt maps or conditions that nullify the practical effect of this property-based right.

**B. Inconsistent application of Sign District & CEQA findings.** The Sign District adoption concluded, subject to mitigation, that the proposed sign program would not have significant environmental or visual impacts. Staff subsequently denied inclusion of 1721 S. Flower without providing an ordinance-based, record-supported rationale unique to the parcel and without acknowledging or analyzing the recorded easement appurtenant (the eight-space covenant). This omission—failing to consider the easement appurtenant—constitutes an irregular and unsupported departure from the earlier finding.

**C. Misapplication of parking measurement and failure to protect access.** The VTT/map approvals risk measuring shared or off-site stalls in a way that undermines the covenant’s intent and fail to guarantee 1616 S Flower alley ingress historically used by 1721 S. Flower for the past 40 years.

**D. Procedural insufficiency and failure to make required findings.** The administrative record lacks reasoned findings that address the covenant, fails to acknowledge or analyze the easement appurtenant, and does not explain why inclusion was denied despite the SCEA and project findings.

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## 2. FACTUAL BACKGROUND & CHRONOLOGY

- **1984:** Instrument No. 84-1182551 recorded an eight-space parking covenant granting eight parking spaces from 1616 S Flower for the benefit of 1721 S. Flower.
- **2015:** Superior Court Case BC492202 entered a judgment confirming the covenant and declaring it “valid and enforceable ... free forever.”
- **2024–2025:** The City processed CPC-2018-3336 (South Park Towers), including the SCEA adoption and approval of a Supplemental Use Sign District authorizing 11 digital sign faces within the project block. The adopted SN boundary excludes 1721 S. Flower.

- **Petition:** Appellant submitted a petition to expand the SN to include 1721 S. Flower, grounded in the easement appurtenant and a 30-year lawful billboard operation on the parcel.
  - **Denial:** Staff and the Commission denied the petition, asserting expansion would “negatively impact the area,” despite earlier findings that the sign program would not create significant environmental impacts for the district as adopted.
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### 3. LEGAL ARGUMENTS (Detailed)

#### A. Legal Argument — The 8-Space Parking Covenant Constitutes an Easement Appurtenant

**Statement of Facts.** The recorded covenant and the court’s judgment grant 1721 S. Flower the right to use eight parking spaces at the neighboring parcel (1616 S. Flower). The judgment expressly confirms this right in perpetuity.

**Legal Analysis.** Under California law, an easement is a nonpossessory interest in another’s land that confers the right to use that land for a specific purpose. The covenant here meets the established criteria for an easement appurtenant:

1. **Benefit to the dominant tenement.** The right benefits 1721 S. Flower by securing parking necessary for occupancy, lawful operation, and regulatory compliance.
2. **Burden on the servient tenement.** The obligation to make eight spaces available burdens 1616 S. Flower and runs with the land, binding successors.
3. **Permanency and intent.** The judgment’s grant “free forever” demonstrates intent to create a permanent, enforceable property interest rather than a revocable license.
4. **Recordation and enforceability.** The covenant and judgment are recorded and thus enforceable against future owners under Civil Code and established case law.

**Conclusion.** The covenant is an easement appurtenant that the City must recognize and preserve in subdivision, mapping, and entitlement approvals, consistent with California Civil Code §§ 801–813.

#### B. Arbitrary, Capricious & Disparate Treatment — Inconsistent Sign District Application

1. **Inconsistent environmental finding.** The SCEA and the Sign District adoption conclude that the proposed signage, as conditioned, would not cause significant environmental or visual impacts. However, staff’s later denial of my lot’s inclusion—absent acknowledgment or analysis of the recorded easement appurtenant (the eight-space covenant) and without a clear, record-supported explanation—contradicts that conclusion and suggests selective enforcement.

2. **Lack of ordinance-based rationale.** The denial fails to identify any specific LAMC provision or factual evidence unique to 1721 S. Flower that would justify differential treatment compared to parcels included in the SN, and it did not consider or analyze the recorded easement appurtenant (the eight-space parking covenant)..
3. **Equal treatment principles.** The City may not apply land-use rules arbitrarily to similarly situated parcels. Denying inclusion for a parcel with a court-affirmed property right and a long history of lawful use—without a convincing, documented reason and without acknowledging or analyzing the recorded easement appurtenant (the eight-space parking covenant)—is legally vulnerable.

### C. Subdivision Map Act / VTT Obligations & Parking Measurement

- Tentative map approvals must respect recorded easements — including the 1984 covenant (Inst. No. 84-1182551), the Superior Court judgment (BC492202) confirming that covenant “free forever,” and the Certificate of Occupancy showing ingress from 1616 S. Flower alley. The Council should direct that any final map or associated determinations measure and preserve the eight covenant stalls and expressly protect 1616 S Flower alley ingress/egress consistent with historical use.

### D. Procedural Deficiency — Failure to Make Required Findings

- Decision-makers must address dispositive evidence and articulate the reasoning linking facts to legal standards. The current record does not contain reasoned findings explaining how the covenant was weighed, nor does it show that decision-makers considered the easement appurtenant; therefore, the record fails to explain why exclusion was warranted despite the SCEA’s findings.

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## 4. COMPARISON OF STAFF REPORTS & DISPARATE TREATMENT

### 4.A Contiguity and Functional Inclusion under LAMC § 13.11

The City’s contiguity argument rests on a narrow reading of block “four-corner” frontages that the Sign District code does not require. LAMC § 13.11 provides that the district may include contiguous parcels that are separated only by public streets, ways, or alleys. Given the recorded easement appurtenant, the Certificate of Occupancy showing ingress from 1616 S. Flower, and forty years of operational reliance, 1721 S. Flower is functionally contiguous and should be included. If the Council nonetheless accepts staff’s contiguity conclusion, the Council should direct staff to make express, ordinance-based findings explaining (a) how § 13.11 is satisfied here, and (b) why the easement appurtenant was not given effect in the denial.

### 4.B

- The staff report adopting the Sign District found no significant environmental or visual impacts (after mitigation) for the district as a whole.



- The subsequent staff recommendation denying inclusion of 1721 S. Flower concluded the expansion would “negatively impact the area,” but the record contains no parcel-specific evidence or ordinance analysis supporting that conclusion.
- This inconsistent application—approving the sign program for the majority of the block while excluding a parcel in the block —warrants reversal or remand.

---

## 5. REQUEST: EQUAL ZONING TREATMENT BEYOND THE SIGN DISTRICT

Because the recorded covenant and the easement appurtenant make 1721 S. Flower functionally and legally dependent on the South Park Towers project for required parking, I request parity in zoning entitlements and development privileges where appropriate. Examples include:

- Signage modernization rights for double side (conversion from static to digital, if approved for the District);
- Any applicable Floor Area Ratio (FAR), height, or overlay benefits granted to South Park Towers;
- Density or mixed-use incentives and adaptive reuse allowances that materially affect the economic viability of 1721 S. Flower.

This request seeks equal treatment, not special exception, and is made pursuant to my rights as the holder of the easement appurtenant. Parity is necessary to preserve the practical value of the court-validated covenant and to avoid arbitrary economic displacement.

**If the Council grants inclusion in the Sign District, I further commit to donating a percentage of the advertising revenue generated by the digital sign at 1721 S. Flower to Council District 9 for a limited period to support neighborhood improvements; the exact percentage and duration can be agreed with the Council or District office as part of any approval.**

---

## 6. HISTORICAL AND ECONOMIC CONTEXT

I have operated a legally permitted ground-mounted billboard on 1721 S. Flower for approximately thirty years without documented adverse effects. The newly approved digital signs in the adjacent project threaten to diminish the economic value of that longstanding use. My request is not a variance; it is a claim for consistent zoning treatment and protection of vested, court-affirmed property interests.

---

## 7. REQUESTED RELIEF / REMEDIES

I respectfully request that the City Council take one or more of the following actions:

1. **Reverse** the Planning Commission's denial and **remand** with instructions to include APN 5126-010-008 (1721 S. Flower) in the South Park Towers Supplemental Use Sign District; Council directs City Planning staff to prepare a CEQA Addendum (or, if staff determines no new environmental review is required, a written determination) documenting that inclusion of APN 5126-010-008 in CPC-2018-3336-SN is a minor boundary modification that will not result in new or substantially more severe environmental impacts than those analyzed in the adopted SCEA, and to identify any limited, addendum-level mitigation necessary to assure no new significant impacts; OR
2. **Reverse in part** the CPC approval of VTT-82213-1A and remand with instructions that the final map, demolition, or grading permits not be approved until the following are completed:
  - - (A) Recordation of a reaffirming instrument or memorandum preserving the eight covenant stalls and 1616 S Flower alley ingress;
  - - (B) Physical protections and interim parking assurances (gating, signage, monitoring or attendant, or access control) for the covenant stalls prior to demolition or final map recordation.
3. **Alternatively**, require the applicant/developer to incorporate 1721 S. Flower into the SN with equivalent sign rights with double-faced LED sign.
4. **Remand** for additional fact-finding if the administrative record is deficient regarding the covenant, the easement appurtenant, its location, or impacts.

Date: October 20, 2025

Respectfully submitted,

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

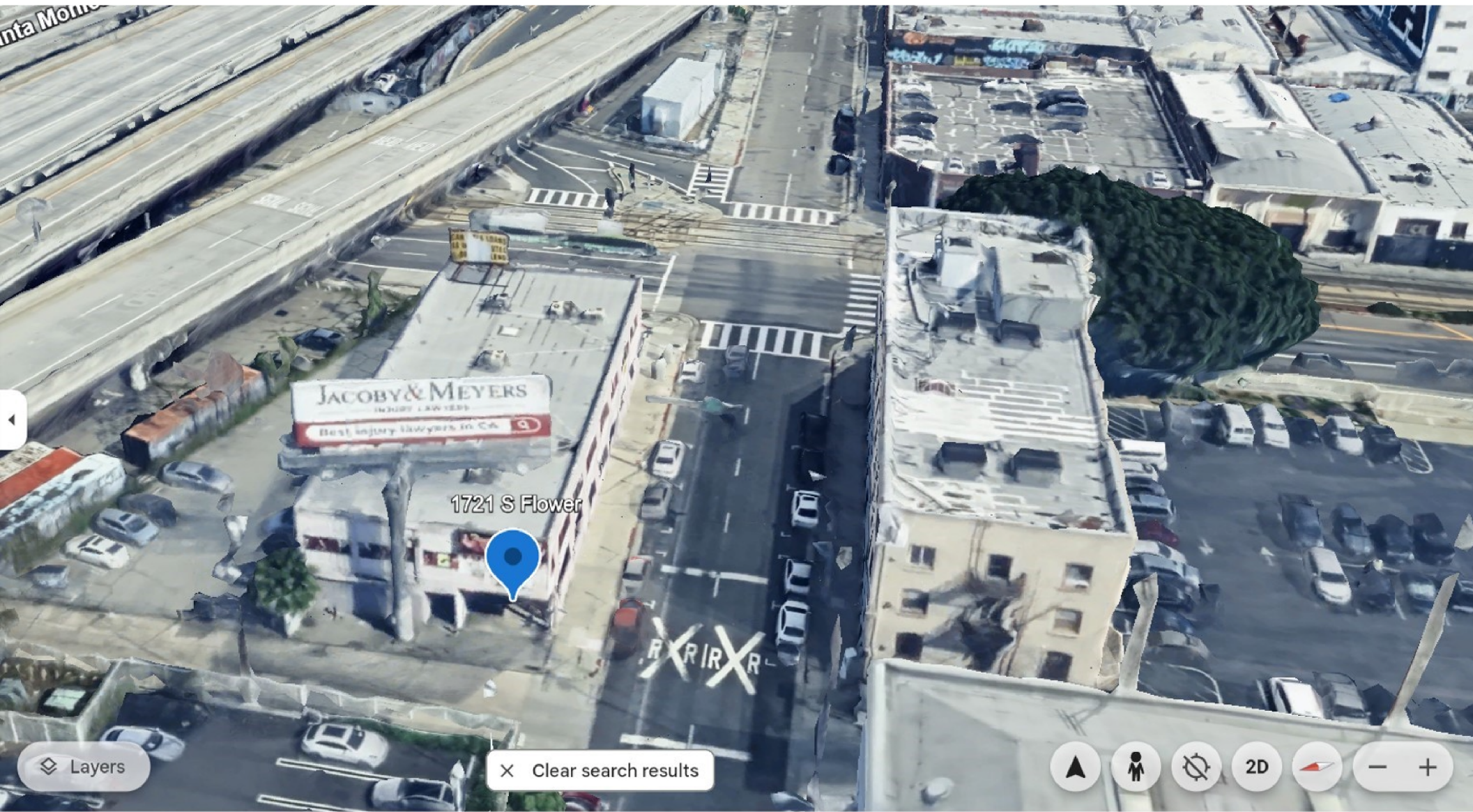
1721 S. Flower Street, Los Angeles, CA 90015

213-268-5890

[sibelle.of.ca@gmail.com](mailto:sibelle.of.ca@gmail.com)

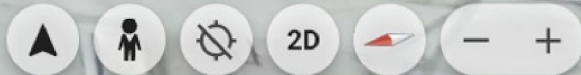
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## EGERMAN LAW GROUP, LLP

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FACSIMILE  
(310) 248-6288

February 13, 2025

***Via Certified Mail and Email***

Mr. Jason McCrea  
City Planner Major Project  
Los Angeles City Planning Department  
221 N. Figueroa Street  
Suite 1350  
Los Angeles, CA 90012

Re: South Park Tower Project at 1600-1618 S. Flower Street and 1601-1623 S. Hope Street, 426-440 W. Venice Boulevard, Los Angeles, CA (collectively the "Project")  
(ENV-2018-3337-SCEA; CPC-2018-3336-TDR-CUB-ZV-WDI-SPR-MSD;  
VTT-82213 and ENV-2018-3337-EAF

Dear Mr. McCrea:

As you are aware, my firm represents Faramarz "Fred" Yadegar, Trustee of the T.O.Y. Family Trust, which owns 1721 S. Flower Street, Los Angeles, California. I last wrote to you on this matter on January 20, 2025. I have not yet had a response from the City, but would welcome a discussion of this matter with you or any other appropriate City official.

I received a letter from Lydia M. Lim, In-House counsel to New Horizons Capital, LLC, the owner of the real property located at 1600-1618 S. Flower Street, 1601-1623 S. Hope Street, and 426-440 W. Venice Blvd, Los Angeles, California (the "Project"), on January 30, 2025, which purported to be a response to my letter to you dated January 20, 2025. Ms. Lim copied you on her letter of January 30, 2025, which requires that I make a brief response to you.

My client has never disputed the terms of the Stipulated Judgment or Settlement Agreement. My client's concerns are solely related to insuring that his rights under his parking covenant for eight spaces at 1616 S. Flower Street, access to those spaces from 1616 S. Flower Street, and compliance with Los Angeles Municipal Code parking requirements.



The original parking covenant specifies: "Parking site address 1616 So. Flower Street." At the time the covenant was executed, all parties clearly intended that the location of the eight covenanted spaces would be at 1616 S. Flower Street, with access to and from those spaces from 1616 S. Flower Street. Indeed, for the last forty one years of use of the eight covenanted spaces, the spaces have been located on 1616 S. Flower Street with access to and from the eight spaces directly from Flower Street into 1616 S. Flower Street. I again enclose copies of the relevant documents.

My client's current Certificate of Occupancy was issued on November 24, 2015 (the "Certificate"). Pursuant to Section 3 of the Settlement Agreement, each party's attorney and Deputy City Attorney Charles Sewell went to the Department of Building and Safety together to confirm that the eight parking space covenant was sufficient to allow the City to issue the Certificate. Issuance of the Certificate by the City was a specific condition to finalizing the Settlement Agreement and resolution of the dispute among the parties. As issued, the Certificate specifically references "an off-site parking area containing not less than 8 (number) useable and accessible automobile parking spaces which comply with Section 12.21A8 of the Los Angeles Municipal Code. . . "

Now, New Horizons Capital wishes to change the location of the spaces to an area not on 1616 S. Flower Street and the entrance and exit to Hope Street, which is inconsistent with the eight parking space Covenant, the Certificate of Occupancy and existing use.

Ms. Lim, In House counsel for New Horizons Capital, stated that her client "intends to develop the various parcels constituting the Property into one cohesive development project." This statement is consistent with my client's previous arguments that the Covenant deals with only one of these "parcels," specifically 1616 S. Flower Street, which has been used as an the entrance, exit, and parking area for approximately forty one years.

The settlement payment counsel references was provided, in part, as compensation for my client agreeing to the terminate the two other parking covenants, which provided an additional forty spaces and right to a parking attendant. In 2018, when the Project was initially submitted to the City, my client supported the Project subject to the condition that he will be provided the eight parking spaces on 1616 S. Flower Street with the entrance and exit from 1616 S. Flower Street.

The proposed plans for the Project provide for 288 parking spaces. Pursuant to Table 2.4 of the Sustainable Communities Environmental Assessment of the Project dated October 2023, the 288 parking spaces are allocated to residential, hotel, and



Mr. Jason McCrea  
February 13, 2025  
Page 3

ground floor commercial uses only, and are based on the minimum requirements pursuant to the Los Angeles Municipal Code. Thus, the Project does not contain any additional allocation for my client's eight spaces as required by the Covenant.

Therefore, please reject the current proposed plan and send the above comments to the applicant so that it can relocate the parking entrance and exit to 1616 S. Flower Street, provide the eight spaces called for under the Covenant on 1616 S. Flower Street and increase the amount of parking spaces in the Project.

Any action taken by the City of Los Angeles to permit the Project which effectively destroys my client's rights under a forty one year old recorded Covenant will constitute an unlawful taking by the City of Los Angeles, entitling my client to recover all damages sustained by reason of the City's actions.

Demand is hereby made upon the City not to grant any entitlements in reference to the Project until such time as my client's rights under the Covenant are met.

Very truly yours,



MARK EGERMAN

ME/jl

cc: Vince Bertoni ,  
Director of Planning  
Vince.bertoni@lacity.org

Mindy Nguyen  
Senior City Planner Major project  
Mindy.Nguyen@lacity.org

Charles Sewell, Esq., Deputy City Attorney  
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Hydee Feldstein Soto, Esq. , Los Angeles City Attorney  
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Fred Yadegar  
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**20151627331**



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0009

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California

12/28/15 AT 08:00AM

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6133 Bristol Parkway, Suite 275  
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Attn: Lawrence Snyder



TITLE(S)

Stipulated Judgement

Law Offices  
LEWITT, HACKMAN, SHAPIRO,  
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11/25/2014

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Attorneys for Defendant/Cross-Complainant  
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[rfaucher@grayduffylaw.com](mailto:rfaucher@grayduffylaw.com)

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

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

FILED  
FEB 25 2011

(THIS DOCUMENT  
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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

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MARSHALL & HARLAN  
A LAW CORPORATION

11/25/2011

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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.

Dsf



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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.

JSF



Lewitt, Hackman, Shapiro,  
Marshall & Harlan  
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11/25/2011

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

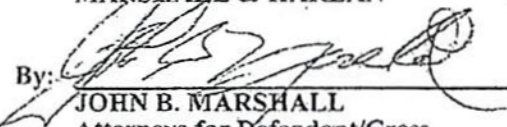
6. Subject to the foregoing, the remaining causes of action in the Complaint in the  
within action and the Cross-Complaint in the within action are hereby dismissed with prejudice  
by stipulation of Plaintiff and Cross-Complainant.

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.

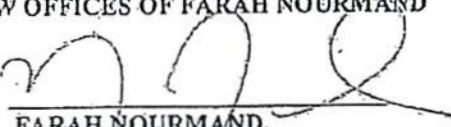
THE FOREGOING IS SO STIPULATED BY THE PARTIES, BY AND THROUGH  
THEIR COUNSEL OF RECORD.

LEWITT, HACKMAN, SHAPIRO,  
MARSHALL & HARLAN

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


LAW OFFICES 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

LAW OFFICES  
LEWITT, HACKMAN, SHAPIRO,  
MARSHALL & HARLAN  
A LAW CORPORATION

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I certify that this is a true and correct copy of the  
original Stipulation and Agreement  
on file in this office consisting of 6 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 30<sup>th</sup> 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.

DSF



- (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.

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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").

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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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").

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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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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").

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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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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.  
16<sup>th</sup> 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" VADEGAR, Trustee of the T. O.  
V. Family Trust

By: 

FARAMARZ VADEGAR, 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*

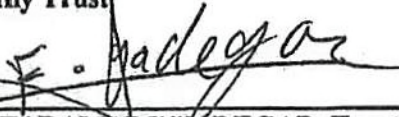
**FREDERICK OKEN, STANFORD OKEN, and RUTH  
DAWSON as Successor Co-Trustees of the Residuary  
Trust Created Under the Will of Harry Oken**

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 18<sup>th</sup> 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**

BLANK  
(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**

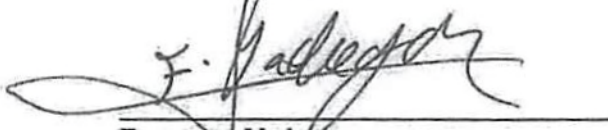
**FORM OF JUDGMENT**

**(ALTERNATIVE 2)**

BLANK  
(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



# 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

TRACT	BLOCK	LOT(s)	ARB	CO. MAP REF #	PARCEL PIN	APN
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:** BLDGINSF  
**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 INFORMATION**

Area 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-D6

Census 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-O

Census 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 Project

Zoning 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  
Angeles

Community 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



057615.000.10

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 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)

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 1984

Signature of Parking Site Owner Jerry Greenfield (sign)

#### NOTARIZATION FOR INDIVIDUAL

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES } ss.

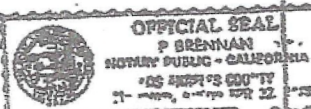
On this 1st day of October 1984 before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Jerry Greenfield  
Donald L. Oken

personally known to me or proved 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



#### NOTARIZATION FOR CORPORATION

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

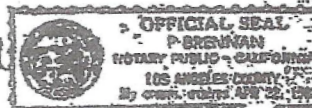
Jerry Greenfield  
Donald L. Oken

known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President and

on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

P. Brennan  
P. Brennan



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

APPROVED BY [Signature] 5267

FOR DEPARTMENT USE ONLY

Branch Office LA  
District Map 123225  
Building 5267

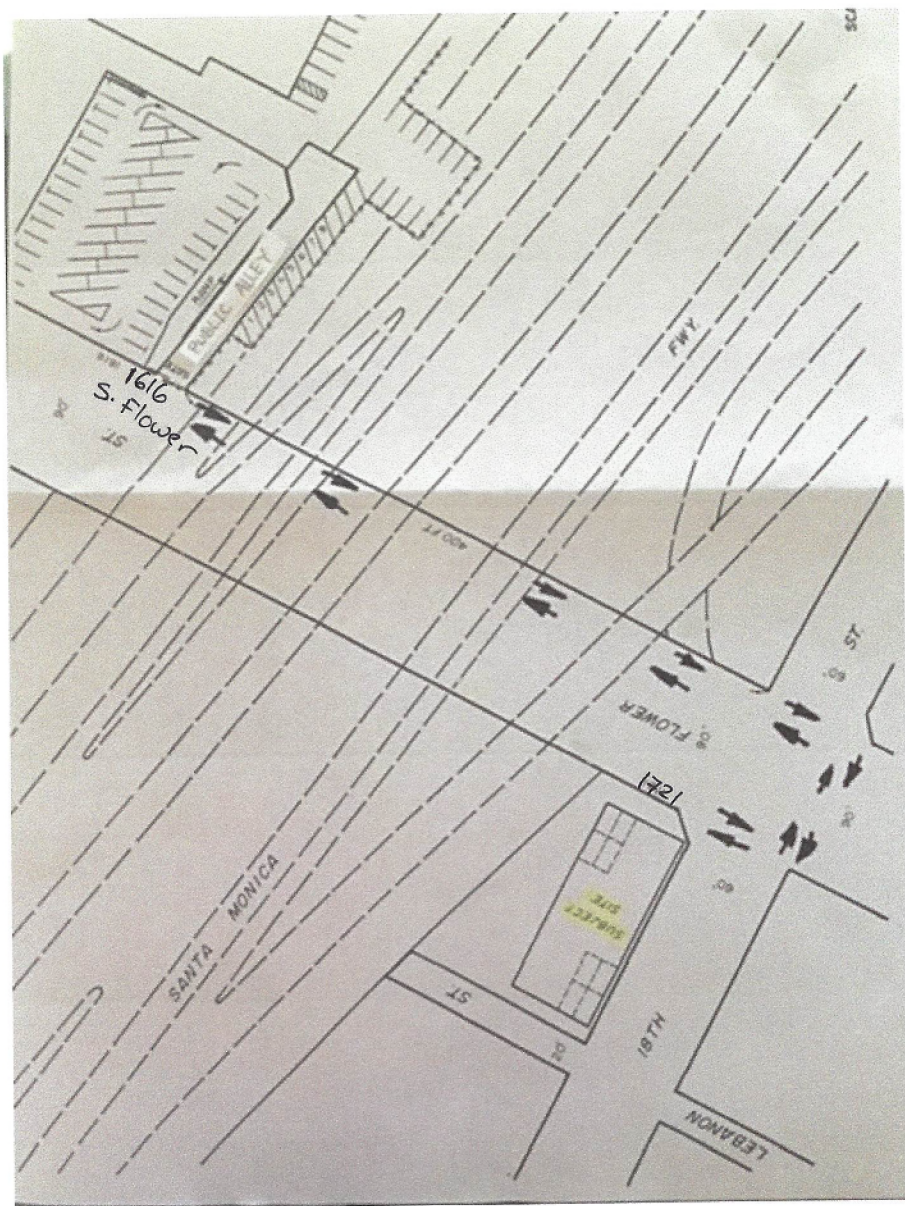


8 additional pkg. spaces for these  
offices are maintained at 1616 S.  
Flower St.

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
All					
<input type="checkbox"/>	<a href="#">ADMINISTRATIVE APPROVAL</a> 	<a href="#">MISCELLANEOUS</a>	<a href="#">8/8/1997</a>		
<input type="checkbox"/>	<a href="#">ADMINISTRATIVE APPROVAL</a> 	<a href="#">MISCELLANEOUS</a>	<a href="#">10/9/1997</a>		
<input type="checkbox"/>	<a href="#">AFFIDAVIT</a> 	<a href="#">PARKING</a>	<a href="#">10/1/1984</a>	<b>PKG 5267</b>	
<input type="checkbox"/>	<a href="#">BUILDING PERMIT</a> 	<a href="#">ALTERATION</a>	<a href="#">2/10/1971</a>	<a href="#">1971LA23768</a>	
<input type="checkbox"/>	<a href="#">BUILDING PERMIT</a> 	<a href="#">ALTERATION</a>	<a href="#">10/2/1984</a>	<a href="#">1984LA97342</a>	
<input type="checkbox"/>	<a href="#">BUILDING PERMIT</a> 	<a href="#">ALTERATION</a>	<a href="#">8/15/1997</a>	<a href="#">1997LA66562</a>	
<input type="checkbox"/>	<a href="#">BUILDING PERMIT</a> 	<a href="#">BLDG-ADDITION</a>	<a href="#">5/24/1940</a>	<a href="#">1940LA20460</a>	
<input type="checkbox"/>	<a href="#">BUILDING PERMIT</a> 	<a href="#">BLDG-ALTER/REPAIR</a>	<a href="#">5/24/1940</a>	<a href="#">1940LA20460</a>	
<input type="checkbox"/>	<a href="#">BUILDING PERMIT</a> 	<a href="#">BLDG-ALTER/REPAIR</a>	<a href="#">2/24/1971</a>	<a href="#">1971LA23768</a>	
<input type="checkbox"/>	<a href="#">BUILDING PERMIT</a> 	<a href="#">BLDG-ALTER/REPAIR</a>	<a href="#">10/2/1984</a>	<a href="#">1984LA97342</a>	

[Print](#)

August 31, 2017

## Document Report

DocumentsDocument Number(s)  
PKG 5287Record 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 88

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 of The T.O.Y. Family Trust**  
**1721 S. Flower Street**  
**Los Angeles, CA 90015**  
\*\*213-268-5890 . \*\*

[sibelle.of.ca@gmail.com](mailto:sibelle.of.ca@gmail.com)

July 7, 2025

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

**Re: CPC-2018-3336-SN-A (2<sup>nd</sup> 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.

---

## 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.”

---

#### 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.3d 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



Distance between locations

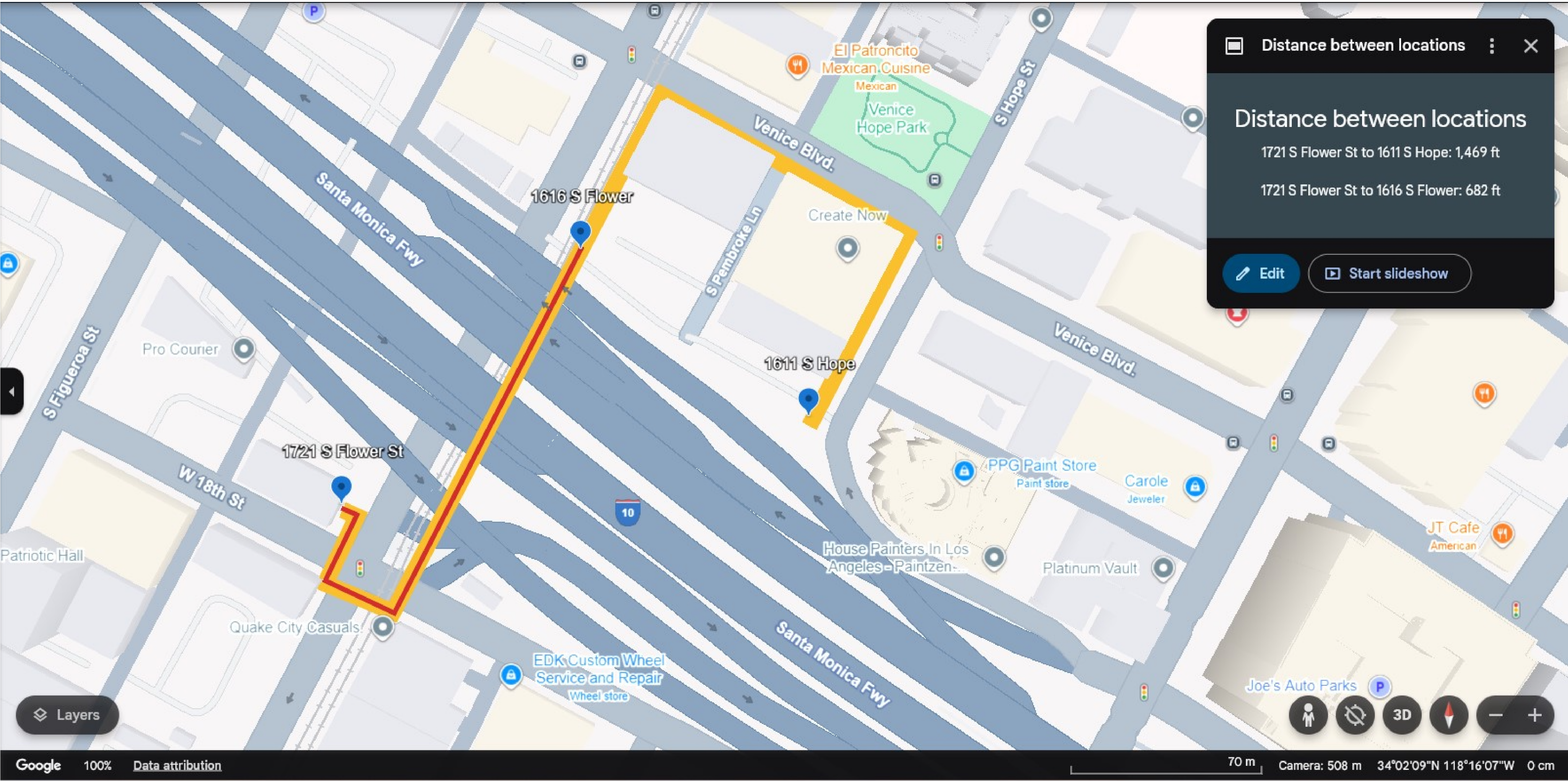
Distance between locations

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

1721 S Flower St to 1616 S Flower: 682 ft

Edit

Start slideshow





## **Appeal Package — VTT-82213-1A**

**Date:** October 13, 2025

**To:** City Planning Commission / Los Angeles City Council (Via City Planning OAS)

**Re:** Appeal of Letter of Determination — Case No. VTT-82213-1A (Mailing Date: October 3, 2025)

**Appellant:** Faramarz “Fred” Yadegar (owner, 1721 S. Flower St.)

[Sibelle.of.ca@gmail.com](mailto:Sibelle.of.ca@gmail.com)

**213-268-5890**

**Applicant:** Venice Hope Group, LLC.

### **Dear Honorable Members of the City Council:**

Pursuant to LAMC appeal procedures and the City Planning Commission’s Letter of Determination (mailing date October 3, 2025), I hereby appeal the Commission’s denial of my appeal and its approval of Vesting Tentative Tract Map No. 82213. This appeal is based on the attached written justification which identifies multiple legal and procedural errors in the Commission’s decision — specifically, errors applying the Subdivision Map Act and the Los Angeles Municipal Code that affect recorded covenants, off-site parking measurements, and conditions necessary to protect vested property rights. I respectfully request that the City Council (1) reverse the Commission’s decision and remand the matter for further proceedings consistent with the City Code and State Subdivision Map Act, or (2) impose conditions preserving the recorded covenant/ingress rights and interim parking protections described in the attached justification.

Sincerely,

Faramarz “Fred” Yadegar

## Justification / Grounds for Appeal

- Summary of Requested Relief.

Reverse the CPC denial; or, at minimum, remand to the CPC/Advisory Agency with instructions that the final map, certificates, demolition, or grading permits shall not be approved unless the following minimum conditions are satisfied: (A) recordation of a reaffirming 40 year old covenant preserving the eight (8) covenant stalls and direct alley ingress at 1616 S. Flower for the past 40 years; (B) express measurement of any shared/off-site stalls from the 1616 S. Flower public alley per LAMC §12.21.A.4(g) (not from remote Hope St. entrances); and (C) recordation of interim parking and physical protections (gating/monitoring) for those covenant stalls prior to demolition or final map recordation.

### **Ground 1 — The tentative map approval fails to account for and protect a recorded covenant/right-of-ingress (Subdivision Map Act & LAMC).**

The Subdivision Map Act and the City's subdivision rules obligate a local agency to ensure that tentative maps respect recorded easements and covenants affecting the subject property and adjacent parcels. The City's VTT approval and Conditions of Approval do not preserve the practical effect of the 1984 recorded covenant and the 2015 judgment and Certificate of Occupancy (which guarantee eight (8) stalls with alley ingress at 1616 S. Flower). The map approval will defeat or substantially impair vested property rights unless conditioned to explicitly reaffirm and record those rights before any final map, demolition or grading permit is issued.

### **Ground 2 — Improper interpretation/application of LAMC parking-measurement rule (750-foot rule).**

LAMC and City planning practice require measurement to reflect the nearest practicable route; the ordinance's purpose is to preserve reasonable pedestrian access. The Commission's decision appears to measure from a Hope Street garage entrance (resulting in >750 feet) instead of the public alley abutting 1616 S. Flower. This reading defeats the ordinance's purpose and prejudices covenant rights. The Council should require that any shared parking measurement for the covenant stalls be taken from the 1616 S. Flower alley.

### **Ground 3 — Failure to impose conditions required to preserve interim parking and to avoid a regulatory taking / deprivation of vested use.**

The Judgment/Settlement and long-standing use demand interim-parking assurance (e.g., recorded covenant guaranteeing eight equivalent stalls within 2,000 feet prior to demolition). The map and Conditions of Approval do not require this. The absence of that



condition would render the covenant illusory and result in uncompensated deprivation of a vested property right.

**Ground 4 — Inadequate protections for physical identification, enforcement, and monitoring of covenant spaces.**

The Commission adopted generic parking and signage conditions but did not require physical segregation, secured access (key-fob / controlled access), attendant enforcement, or monitoring necessary to assure exclusive use of the covenant stalls in a 280-stall multi-level garage. Without enforceable protections, the covenant's intent will be defeated.

**Ground 5 — Procedural insufficiencies in the administrative record and failure to credit essential evidence.**

The administrative record relies on the SCEA and Findings, but the Commission did not address or provided insufficient reasoning on the covenant/judgment evidence and the legal consequences for the Map approval. A Council remand is appropriate when the decision maker fails to consider decisive evidence or fails to articulate findings linking the evidence to legal standards under the Map Act and LAMC.

Respectfully submitted,

Faramarz "Fred" Yadegar

Owner, 1721 S. Flower St.

**Faramarz “Fred” Yadegar**

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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-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.

**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 maximum. 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 (§13(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