

PLANNING DEPARTMENT TRANSMITTAL TO THE CITY CLERK'S OFFICE

CITY PLANNING CASE:	ENVIRONMENTAL CASE:	COUNCIL DISTRICT:
CPC-2001-1940-DA-ZV-1A	ENV-2024-2272-CE	13 – Soto-Martinez
RELATED CASE NOS.:	COUNCIL FILE NO:	PROCEDURAL REGULATIONS:
<input checked="" type="checkbox"/> N/A	98-1766-S4 <input type="checkbox"/> N/A	<input type="checkbox"/> Ch. 1 as of 1/21/24 (Not subject to Processes & Procedures Ord.) <input checked="" type="checkbox"/> Ch. 1A (Subject to Processes & Procedures Ord.)
PROJECT ADDRESS / LOCATION:		
6801 West Hollywood Boulevard (6801 – 6909 West Hollywood Boulevard; 1755 – 1767 North Highland Avenue; 1722 North Orange Drive)		
APPLICANT:	TELEPHONE NUMBER:	EMAIL ADDRESS:
City of Los Angeles		
APPLICANT'S REPRESENTATIVE:	TELEPHONE NUMBER:	EMAIL ADDRESS:
<input checked="" type="checkbox"/> N/A		
APPELLANT:	TELEPHONE NUMBER:	EMAIL ADDRESS:
H&H Retail Owner LLC	323-817-0209 (ext. 1209)	kgolder@djmcapital.com
APPELLANT'S REPRESENTATIVE:	TELEPHONE NUMBER:	EMAIL ADDRESS:
Jeffrey B. Isaacs, Isaacs-Friedberg-Zill LLP	213-929-5550	jisaacs@ifzcounsel.com
PLANNER CONTACT:	TELEPHONE NUMBER:	EMAIL ADDRESS:
Valentina Knox-Jones	213-978-1741	valentina.knox.jones@lacity.org
ITEMS FOR CITY COUNCIL CONSIDERATION (IE. ENTITLEMENTS, LEGISLATIVE ACTIONS):		
<input type="checkbox"/> <i>The preparation of a draft ordinance by the City Attorney will be required.</i>		
FINAL ENTITLEMENTS NOT ADVANCING FOR CITY COUNCIL CONSIDERATION: (UNAPPEALED OR NON-APPEALABLE ITEMS)		
<input checked="" type="checkbox"/> N/A		
ITEMS APPEALED:		
Termination of the Development Agreement (DA) contract, pursuant to California Government Code Section 65867 and 65868 and Section 5.1.3. of the DA (Ordinance 174,843)		

ATTACHMENTS:	REVISED:	ENVIRONMENTAL DOCUMENT:	REVISED:
<input checked="" type="checkbox"/> Letter of Determination	<input type="checkbox"/>	<input type="checkbox"/> Categorical Exemption (CE) (Notice of Exemption)	<input type="checkbox"/>
<input checked="" type="checkbox"/> Findings of Fact	<input type="checkbox"/>	<input type="checkbox"/> Statutory Exemption (SE) (Notice of Exemption)	<input type="checkbox"/>
<input checked="" type="checkbox"/> Staff Recommendation Report	<input type="checkbox"/>	<input type="checkbox"/> Negative Declaration (ND)	<input type="checkbox"/>
<input checked="" type="checkbox"/> Conditions of Approval	<input type="checkbox"/>	<input type="checkbox"/> Mitigated Negative Declaration (MND)	<input type="checkbox"/>
<input type="checkbox"/> T Conditions	<input type="checkbox"/>	<input type="checkbox"/> Environmental Impact Report (EIR)	<input type="checkbox"/>
<input type="checkbox"/> Proposed Ordinance	<input type="checkbox"/>	<input type="checkbox"/> Mitigation Monitoring Program (MMP)	<input type="checkbox"/>
<input type="checkbox"/> Zone Change Map and Ordinance	<input type="checkbox"/>	<input type="checkbox"/> Sustainable Communities Project Exemption (SCPE)	<input type="checkbox"/>
<input type="checkbox"/> GPA Resolution	<input type="checkbox"/>	<input type="checkbox"/> Sustainable Communities Environmental Assessment (SCEA)	<input type="checkbox"/>
<input type="checkbox"/> Land Use Map	<input type="checkbox"/>	<input type="checkbox"/> Sustainable Communities Environmental Impact Report (SCEIR)	<input type="checkbox"/>
<input checked="" type="checkbox"/> Exhibit A – Plans	<input type="checkbox"/>	<input type="checkbox"/> Appendices	<input type="checkbox"/>
<input checked="" type="checkbox"/> Mailing List (both Word and PDF)	<input type="checkbox"/>	<input type="checkbox"/> Other:	<input type="checkbox"/>
<input checked="" type="checkbox"/> Interested Parties List	<input type="checkbox"/>		
<input checked="" type="checkbox"/> Appeal	<input type="checkbox"/>		
<input checked="" type="checkbox"/> Development Agreement	<input type="checkbox"/>		
<input type="checkbox"/> Site Photographs	<input type="checkbox"/>		
<input type="checkbox"/> Other:	<input type="checkbox"/>		

NOTES / INSTRUCTIONS:

N/A

CITY COUNCIL NOTICE TIMING:	NOTICE LIST (SELECT ALL):	NOTICE PUBLICATION:
<input type="checkbox"/> 10 days <input type="checkbox"/> 15 days <input checked="" type="checkbox"/> 24 days <input type="checkbox"/> N/A / None <input type="checkbox"/> Other: [enter here if applicable]	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Applicant <input type="checkbox"/> Adjacent/Abutting <input type="checkbox"/> 100' radius <input checked="" type="checkbox"/> 300' radius <input type="checkbox"/> 500' radius <input type="checkbox"/> Neighborhood Council <input type="checkbox"/> Interested Parties <input type="checkbox"/> Other: [enter here if applicable]	<input type="checkbox"/> 10 days <input type="checkbox"/> 15 days <input checked="" type="checkbox"/> 24 days <input type="checkbox"/> N/A / None <input checked="" type="checkbox"/> Other: [Owner's within 300ft]

FISCAL IMPACT STATEMENT:

Yes No
 *If determination states administrative costs are recovered through fees, indicate "Yes."

PLANNING COMMISSION:

- | | |
|---|---|
| <input checked="" type="checkbox"/> City Planning Commission (CPC)
<input type="checkbox"/> Cultural Heritage Commission (CHC)
<input type="checkbox"/> Central Area Planning Commission
<input type="checkbox"/> East LA Area Planning Commission
<input type="checkbox"/> Harbor Area Planning Commission | <input type="checkbox"/> North Valley Area Planning Commission
<input type="checkbox"/> South LA Area Planning Commission
<input type="checkbox"/> South Valley Area Planning Commission
<input type="checkbox"/> West LA Area Planning Commission |
|---|---|

PLANNING COMMISSION HEARING DATE:	COMMISSION VOTE:
May 9, 2024	6 – 0
LAST DAY TO APPEAL:	DATE APPEALED:
June 10, 2024	Yes, June 10, 2024
COUNCIL TIME TO ACT:	TIME TO ACT START:
<input type="checkbox"/> 30 days <input type="checkbox"/> 45 days <input type="checkbox"/> 60 days <input type="checkbox"/> 75 days <input type="checkbox"/> 90 days <input type="checkbox"/> 120 days <input type="checkbox"/> N/A / None <input checked="" type="checkbox"/> Other: 80 days per DA Section 7.3	<input checked="" type="checkbox"/> Appeal Filing Date <input type="checkbox"/> Received by Clerk <input type="checkbox"/> Last Day to Appeal <input type="checkbox"/> N/A / None <input type="checkbox"/> Other: [enter here if applicable]
TRANSMITTED BY:	TRANSMITTAL DATE:
Cecilia Lamas Commission Executive Assistant II	July 9, 2024



LOS ANGELES CITY PLANNING COMMISSION

200 North Spring Street, Room 272, Los Angeles, California, 90012-4801, (213) 978-1300

www.planning.lacity.org

LETTER OF DETERMINATION

MAILING DATE: MAY 16, 2024

Case No. CPC-2001-1940-DA-ZV
CEQA: ENV-2024-2272-CE
Plan Area: Hollywood

Council District: 13 – Soto-Martinez

Project Site: 6801 West Hollywood Boulevard (6801 – 6909 West Hollywood Boulevard;
1755 – 1767 North Highland Avenue; 1722 North Orange Drive)

Applicant: City of Los Angeles

At its meeting of **May 9, 2024**, the Los Angeles City Planning Commission took the actions below in conjunction with the **termination** of the Development Agreement Contract for the Project Site:

Termination of the Development Agreement (DA) contract, by and between the City of Los Angeles and TrizecHahn Hollywood, LLC, executed November 5, 2002. A Notice of Default was issued on February 22, 2024, and the purported successor Developer was required to cure the default by April 22, 2024. As the purported successor Developer has not cured the default, the Director of Planning is utilizing the Failure to Cure Default Procedures of Section 5.1.3 of the DA for the City Planning Commission to terminate the DA contract. Termination of the DA contract shall not affect the previously approved Zone Variance entitlement pertaining to location of employee parking spaces.

1. **Determined**, that based on the whole of the administrative record, the termination of the DA contract in accordance with the terms of the DA is exempt from CEQA pursuant to CEQA Guidelines, Section 15321 (Class 21), and there is no substantial evidence demonstrating that any exceptions contained in Section 15300.2 of the State CEQA Guidelines regarding location, cumulative impacts, significant effects or unusual circumstances, scenic highways, or hazardous waste sites, or historical resources applies;
2. **Found and determined**, on the basis of substantial evidence, that the purported successor Developer has not cured a default pursuant to Section 5.1 of the Development Agreement (DA) contract;
3. **Terminated** the Development Agreement (DA) contract, pursuant to California Government Code Section 65867 and 65868 and Section 5.1.3. of the DA (Ordinance 174,843); and
4. **Adopted** the attached Findings.

The vote proceeded as follows:

Moved: Newhouse
Second: Lawshe
Ayes: Cabildo, Choe, Diaz, Zamora
Absent: Gold, Mack, Noonan

Vote: 6 – 0



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

Fiscal Impact Statement: There is no General Fund impact as administrative costs are recovered through fees.

Effective Date/Appeals: The decision of the Los Angeles City Planning Commission related to the termination of the Development Agreement contract is appealable by the Developer and its successors, transferees and/or assignees, and not appealable by interested parties. Per Section 7.3 of the Development Agreement Contract, the termination of the Development Agreement is appealable to City Council within **20 days** after the delivery of notice of this determination letter. Any appeal not filed within the 20-day period shall not be considered by the Council. All appeals shall be filed on forms provided at the Planning Department's Development Service Centers located at: 201 North Figueroa Street, Fourth Floor, Los Angeles, CA 90012; or 6262 Van Nuys Boulevard, Suite 251, Van Nuys, CA 91401.

FINAL APPEAL DATE: JUNE 10, 2024

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.

Attachments: Findings, Appeal Filing Procedures

cc: Jane Choi, Principal City Planner
Valentina Knox-Jones, City Planner

Via E-mail:

Kristofer Golder, DJM Capital
Jeffrey B. Isaacs, Isaacs Friedberg Zill

Via Certified Mail, Return Receipt Requested and U.S. First Class Mail to:

H&H Retail Owner LLC
Agent for Service of Process
The Corporate Trust Company
Corporation Trust Center
209 Orange Street
Wilmington, DE 19801

FINDINGS

DEVELOPMENT AGREEMENT FINDINGS

1. Pursuant to California Government Code Sections 65864-65869.5, a Development Agreement be entered into by mutual consent of the parties. An application for a Development Agreement was filed on April 23, 2001, establishing the applicant's consent to enter into a Development Agreement.
2. State Government Code Section 65865.1 authorizes the amendment and termination of previously approved development agreements.
3. The City of Los Angeles ("City") has adopted rules and regulations establishing procedures and requirements for consideration of development agreements under Citywide Development Agreement Procedures (CF 85-2313-S3). In addition, on November 19, 1992, the City Planning Commission adopted new guidelines for the processing of development agreement applications (CPC No. 86-404 MSC).
4. That pursuant to Government Code Section 65865.1, the City Planning Commission hereby recommends termination of the Development Agreement contract and makes the following findings of fact regarding the Development Agreement:
 - a. The Development Agreement by and between the City of Los Angeles and Trizechahn Hollywood, LLC, was entered into on November 5, 2002. The current owner of the site purports to be the successor Developer of the Development Agreement, although no documentation exists in the record acknowledging them as such.
 - b. The purpose of the Development Agreement was to provide reasonable assurances to the Developer, Trizechahn Hollywood, LLC, that it could implement the Project in accordance with the Applicable Rules, subject to the terms of the Development Agreement and the City's Reserved Powers (as these terms are defined in the Development Agreement). The Development Agreement was necessary to assure the Developer that it would not be subjected to different rules, regulations, ordinances, or official policies or delays not permitted by the Development Agreement, the Applicable Rules, or the Reserved Powers during the term of the Development Agreement.
 - c. The Development Agreement did not grant density, intensity or uses in excess of what was otherwise established in the Applicable Rules, eliminate future Discretionary Actions otherwise required, or amend the City's General Plan or nullify the City's Reserved Powers.
 - d. That the Developer had the vested right to develop the Project in accordance with the Existing Development Approvals, subject to the terms and conditions of this Agreement, the Applicable Rules, and the Reserved Powers.
 - e. Per Sections 3.2 and 3.2.1 of the Development Agreement, the Developer agreed to ensure that all signs erected on the Project comply with the requirements set forth in the Applicable Rules, and that changes to the design, configuration,

elements, and contents of the signage plan that was approved by the CRA and the City in conjunction with the adoption of the Signage Ordinance, are only permitted with the written consent of the City.

- f. The purported successor Developer requested alterations to the Project signage that were not consistent with the Applicable Rules or the Environmental Analysis conducted as part of EIR State Clearinghouse Number 1997091061 or with the exercise of the City's Reserved Powers. As such, the City did not consent to the changes to the Sign Plan.
- g. Per Section 5.1.1 of the DA, in the event the Developer does not perform its obligations under the Agreement in a timely manner, the City shall have all rights and remedies provided for in the Agreement, including compelling the specific performance of the obligations of the Developer under this Agreement, or terminating the Agreement, provided the City has first complied with the procedure in Section 5.1.2.
- h. Per Section 5.3. of the DA, it was acknowledged by both the parties that the City would not have entered the DA if it were liable in monetary damages under or with respect to this Agreement or the application thereof. Both parties agreed and recognized that, as a practical matter, it would not be possible to determine an amount of monetary damages which would adequately compensate Developer for its investment of time and financial resources in planning to arrive at the kind, location, intensity of use, and improvements for the Project, nor to calculate the consideration the City would have required to enter into the Agreement to justify such exposure. Therefore, the parties agreed that each of the parties may pursue any remedy at law or equity available for any breach of any provision of this Agreement, except that the City shall not be liable in monetary damages and, except as set forth in Section 5.1.1 above, the Parties covenant not to sue for or claim any monetary damages for the breach of any provision of the Development Agreement.
- i. On or about January 30, 2024, the purported successor Developer filed its First Amended Complaint ("FAC") seeking monetary damages against the City for deprivation of alleged rights that arise under the Development Agreement. As such, the purported successor Developer defaulted on its obligations of the Agreement and its terms. The parties to the Agreement agreed that the City "shall not be liable for monetary damages" for alleged breaches of the Development Agreement.
- j. In accordance with Section 5.1.2. of the DA, via certified mail with return receipt requested, on February 22, 2024, the City issued the purported successor Developer by mail a written notice of the default, consistent with the manner prescribed in Section 7.15 of the Agreement. In addition, the City's outside counsel emailed a courtesy copy of the Notice of Default to counsel for the purported successor Developer.
- k. Upon receipt of the of the notice of default, the purported successor Developer was required to promptly commence to cure the identified default at the earliest reasonable time after the receipt of the notice of default and complete the cure of such default not later than sixty (60) days after receipt of the notice of default.

10. That based upon the above findings, the termination of the Development Agreement contract is deemed consistent with the public necessity, convenience, general welfare and good zoning practice.

ADDITIONAL MANDATORY FINDINGS

11. The National Flood Insurance Program rate maps, which are a part of the Flood Hazard Management Specific Plan adopted by the City Council by Ordinance No. 172,081, have been reviewed and it has been determined that this project is located outside of a flood zone.
12. It has been determined based on the whole of the administrative record that the project is exempt from CEQA pursuant to State CEQA Guidelines, Section 15321 (Class 21), and there is no substantial evidence demonstrating that an exception to a categorical exemption pursuant to CEQA Guidelines, Section 15300.2, applies.

The proposed action qualifies for a Class 21 Categorical Exemption because it conforms to the definition of an enforcement action by a regulatory agency. Actions which are taken by regulatory agencies to 'enforce or revoke a lease, permit, license, certificate, or other entitlement for use issued, adopted, or prescribed by the regulatory agency or enforcement of a law, general rule, standard, or objective, administered or adopted by the regulatory agency' are considered exempt from CEQA, as long as the action is not barred by one of the exceptions set forth in Section 15300.2.

Types of actions which may be consistent with Class 21 include, but are not limited to the following:

- Judicial enforcements referred by an Attorney General, District Attorney, or City Attorney as a result of a violation of lease, permit, license, certificate, entitlement of use;
- Administrative decisions or orders enforcing or revoking the lease, permit, license, certificate, or entitlement for use or enforcing the general rule, standard, or objective; and
- Law enforcement activities by peace officers acting under any law that provides a criminal sanction.

As the project is the termination of a Development Agreement contract because the purported successor Developer has not fulfilled its obligations under the DA contract in a timely manner, the action qualifies for Class 21 as it is an administrative decision enforcing the requirements of the DA contract.

Moreover, the City has further considered whether the proposed project is subject to any of the six exceptions set forth in State CEQA Guidelines Section 15300.2 that would prohibit the use of any categorical exemption. None of the exceptions are triggered for the following reasons:

- A. **Location.** *Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located. A project that is ordinarily insignificant in its effect on the environment may in a particularly sensitive environment be significant. Therefore, these classes*

may not be utilized where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

The proposed Categorical Exemption is Class 21; therefore this exception does not apply.

- B. Cumulative Impact.** *The exception applies when, although a particular project may not have a significant impact, the impact of successive projects, of the same type, in the same place, over time is significant.*

The proposed action is the termination of a Development Agreement contract. No construction is proposed as a result of this action, and therefore, there are no cumulative impacts to the environment, as there are no physical or operational changes proposed.

- C. Significant Effect Due To Unusual Circumstances.** *This exception applies when, although the project may otherwise be exempt, there is a reasonable possibility that the project will have a significant effect due to unusual circumstances.*

As previously stated, there are no physical or operational changes proposed. Since the operation will not change, there are no anticipated impacts.

- D. Scenic Highways.** *This exception applies when, although the project may otherwise be exempt, there may be damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway.*

Based on a review of the California Scenic Highway Mapping System, the subject site is not located along a State Scenic Highway, nor are there any designated State Scenic Highways located near the project site.

The proposed action is the termination of a Development Agreement contract. There are no physical or operational changes proposed, and as such, there will be no impacts to scenic resources such as trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway.

- E. Hazardous Waste Sites.** *Projects located on a site or facility listed pursuant to California Government Code 65962.5.*

Based on a review of the California Department of Toxic Substances Control "Envirostor Database" (<http://www.envirostor.dtsc.ca.gov/public/>), no known hazardous waste sites are located on or proximate to the project site. In addition, there is no evidence of historic or current use, or disposal of hazardous or toxic materials at this location. Based on this, the project will not result in a significant effect due hazardous waste and this exception does not apply.

- F. Historical Resources.** *Projects that may cause a substantial adverse change in the significance of an historical resource.*

The project site has not been identified as a historic resource by local or state agencies, and the project site has not been determined to be eligible for listing in the National Register of Historic Places, California Register of Historical Resources, or the Los Angeles Historic-Cultural Monuments Register. Based on this, the project will not result in a substantial adverse change to the significance of a historic resource and this exception does not apply.

In conclusion, since the proposed action meets all of the requirements of the categorical exemption set forth at CEQA Guidelines, Section 15321 and none of the applicable exceptions to the use of the exemption apply, it is appropriate to determine this action is categorically exempt from the requirements of CEQA.



LOS ANGELES CITY PLANNING APPEAL FILING PROCEDURES

Entitlement and CEQA appeals may be filed using either the Online Application System (OAS) or in person Drop Off at DSC (Development Services Center).

Online Application System: The OAS (<https://planning.lacity.org/oas>) allows appeals to be submitted entirely electronically online; fee payment is 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, 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.org/development-services/forms>. Public offices are located at:

Metro DSC

(213) 482-7077

201 N. Figueroa Street

Los Angeles, CA 90012

Van Nuys DSC

(818) 374-5050

6262 Van Nuys Boulevard

Van Nuys, CA 91401

West Los Angeles DSC

(CURRENTLY CLOSED)

(310) 231-2901

1828 Sawtelle Boulevard

West Los Angeles, CA 90025

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 Los Angeles Municipal Code provisions.

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 that DSC staff members have adequate time to review and accept the documents, and to allow appellants time to submit payment.



QR Code to Online Appeal Filing



QR Code to Forms for In-Person Filing