

This is regarding the proposed condo development at 2545 Marine Avenue Gardena Ca.

My name is Ronald Franco, and I am the owner of the Dublin Alondra 45-unit apartment building located at 15020 Dublin Avenue Gardena. The apartments were built in approximately 1956 and the parking configuration and improvements have been in use for about 66 years.

**1. Where there are now 4 parking spaces at the southeast end of the apartments (see attached Exhibit "A" spaces 12, 13, 14 and 15). The Condo projects proposed parking plans listed on the City of Gardena's web site shows realigning and replacing those 4 parking spaces into two (2) parking spaces. The Condo project proposes that one of those realigned parking spaces would be located on the apartment area and one would be partially located on the apartment area and partially located on the Condo land. For many years there have been 4 parking spaces where the Condo project proposes to change to 2 parking spaces, resulting in the loss of at least two (2) parking spaces at the apartment building. If the condo project is approved to change those 4 parking spaces, they should be replaced by 4 parking spaces. The replacement parking spaces for the apartments should be immediately adjacent to the apartment property and the requirements for the CC&R's should reflect that. We saw another proposed plan for changing the 18 angled parking spaces numbered 28 thru 45 to 19 realigned to 90% spaces, but that alternative plan would not actually gain 1 parking space because that proposed alternative realignment plan (which is not in the city's web site but shown to us by the developer) did not show or account for the existing space # 27. The same party that once owned the proposed condo property also built the apartment over 60 years ago, so any potential claimed encroachment of any exiting apartment parking was done by the prior owner of the condo site and should not be the basis to refuse replacing any lost parking for the apartments. The proposed condo project is required by the city to have 34 parking spaces and has 52 parking spaces so the proposed Condo project has a significant number of excess parking over what the city requires and therefore can accommodate replacing the apartments loss parking.**

**2. The same party once owned the apartment parcel, the proposed condo project parcel, and the parking easement lot that is located between the condo project and the apartment parcel. As part of the lot subdivision creating the lots mentioned above, the City of Gardena required that the 30-foot easement lot be deeded to the apartment owner and not just granted as an easement (see Exhibit "B" letter from the City of Gardena). This would have resulted in the apartment parcel consisting of the existing apartment lot and a fee interest in what is now called parking easement lot. The 45-unit apartment building only has the minimum required 45 parking spaces, so the apartments cannot lose any parking spaces. The parking easement granted to the proposed condo lot was granted after the apartments were built which seems questionable since there was not any extra parking that was available on that parking easement lot that was not already allocated to the apartments. Whether the easement held by the owner of the condo project land is valid or not, the situation where the proposed condo parcel can claim parking or ingress and egress use of the parking easement lot was not what the City of**

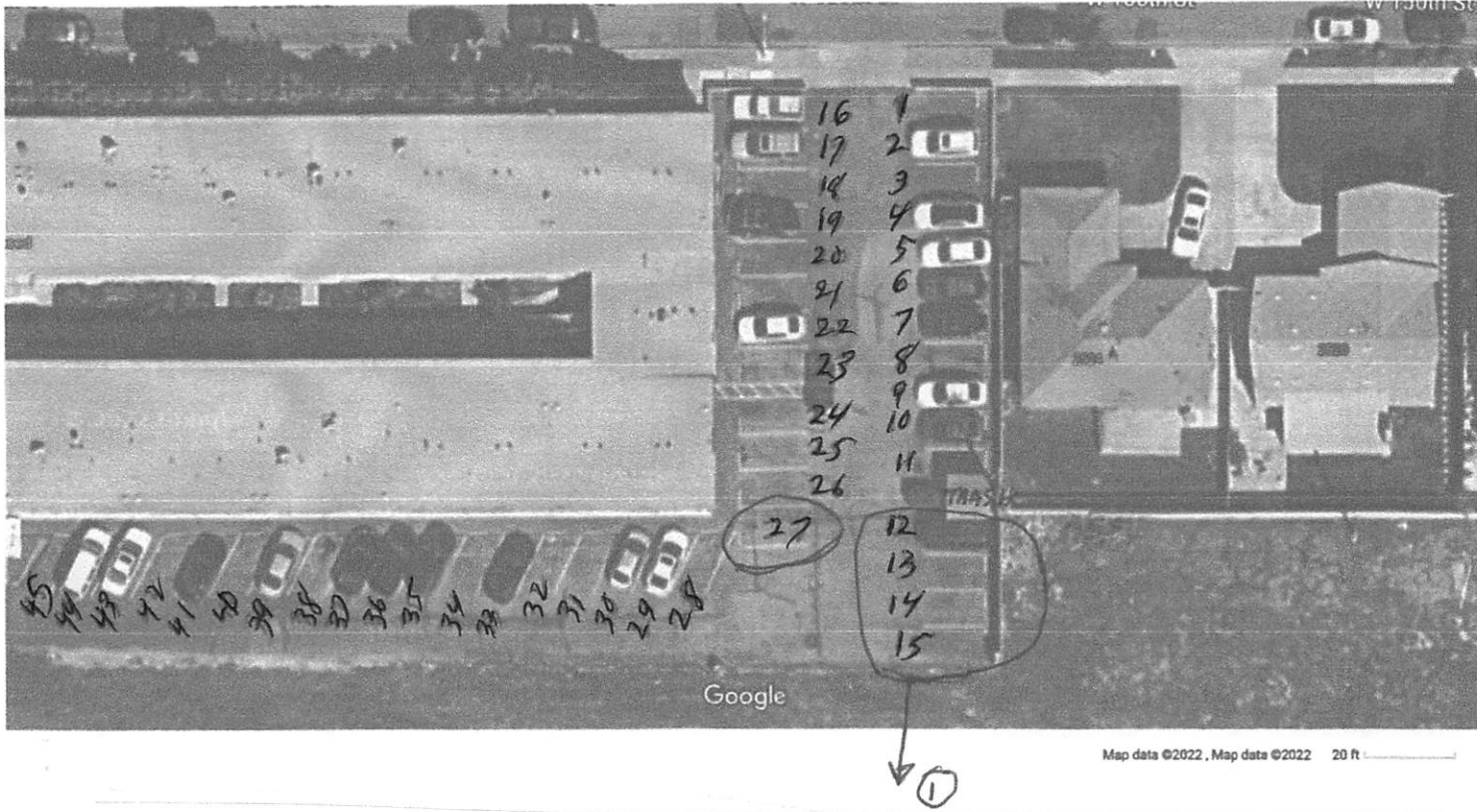
**Gardena wanted or intended. The city would therefore seem to be justified to make appropriate conditions in the development of the new Condo project to mitigate the resulting issues created by the failure of the prior owner of the proposed condo lot to comply with the city's requirements to deed the parking easement lot to the apartment building. Having the condo project access the apartment driveway in the easement lot is not ideal. It would be very difficult for the apartments to police or enforce not having the condo project users drive over the apartment parcel to reach 150th street. A mere sign prohibiting this use would not stop the condo users.**

**3. If the project is approved, we would request the following:**

**a. If the proposed condo plan results in the apartment building having less than 45 parking spaces the Condo project shall replace those parking spaces on the Condo project land and the replacement parking spaces for the apartments should be immediately adjacent to the apartment property. We believe that 2.5 apartment parking spaces are being eliminated by the condo development plan.**

**b. In addition to providing for that apartment parking in the condo CC&R's, the apartments should have a written exclusive appurtenant parking and ingress and egress easement to use those parking spaces allocated to it on the proposed Condo property. The parking easement and access easement is important so that the apartments can immediately enforce the use of the parking and is authorized to tow any vehicles or remove any property using the parking area designated for the exclusive use of the apartments. The parking easement is also important to guard against future changes to the condos CC&R's years from now or if the HOA does not promptly enforce of the misuse of the apartment parking spaces. To avoid any potential future issues regarding the use of the parking easement lot, in the CC&R's for the condo project and in the proposed parking and access easement, the HOA and developer should acknowledge that they accept the current physical location of the improvements on the apartment parcel and parking easement parcel as they now exist and this acceptance shall also apply in the event that the HOA, the Condo developer and any of their affiliates acquire ownership or control of the parking easement lot. The apartment owner would like to reasonably approve the parking and access easements.**

# EXHIBIT "A"



1. The condo project is proposing to change these 4 parking spaces to 2 spaces (with one space being located partially on the condo parcel). These 4 spaces need to be replaced by 4 spaces.

EXHIBIT "B"

CITY OF GARDENA



1646 MARKET STREET  
GARDENA, CALIFORNIA  
FACULTY 1-1188  
DAVIS 4-1131

ROBERT G. HEJLIK  
Building & Planning Department  
Building Official — Planning Coordinator

February 26, 1962

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Y

Master Buff Properties Ltd.  
10587 Wilshire Boulevard  
Los Angeles, California

Gentlemen:

On February 1, 1961 you requested a lot split, complete with surveys, on the property located at Compton Boulevard and Dublin Avenue, in the City of Gardena.

By letter of February 13, 1961 you submitted a new survey inasmuch as you concurred with the Building Official that it was necessary to provide on-site parking facilities for the Alondra Apartments, located on the northerly portion of the lot. You agreed that this should be provided by deed rather than by easement. Said parking to be on a 25 foot strip, plus 5 foot sideyard, making a total of 30 feet to be deeded to the north parcel.

Therefore the City granted you the requested lot split on February 21, 1961 subject to conditions. You have complied with most of the conditions except condition 'b' and 'c' as follows:

- 'b' That parcels #1 and #2, as indicated on the said survey map, be combined into one (1) parcel.
- 'c' That the legal description of both parcels shall be recorded by this applicant, in form satisfactory to the City Attorney, in the office of the Recorder of the County of Los Angeles, and that proof of such recording be filed with the Secretary of this Commission.



Now, therefore, it is requested that you immediately comply with condition 'b' and 'c' and deed the 30 feet to the northerly parcel and record as requested.

Condition 'f' of said lot split required you to post a bond or other guarantee in the amount of \$200.00 to guarantee complete compliance with all conditions. Said bond to be forfeited to the City of Gardena if conditions were not completed within one year.

Very truly yours,

Robert G. Hejlik  
Planning Coordinator