



Los Angeles County
Department of Regional Planning

Planning for the Challenges Ahead



Jon Sanabria
Acting Director of Planning

January 14, 2010

TO: Pat Hachiya
Hearing Officer

FROM: Mi Kim
Principal Regional Planning Assistant
Zoning Permits I Section

SUBJECT: **JANUARY 19, 2010 AGENDA ITEM NO. 4
PROJECT NUMBER R2004-00104-(5)
COMMUNITY STANDARDS DISTRICT MODIFICATION REQUEST NO. 200900002**

One of the opposition letters forwarded to you last week is incomplete. Attached is the letter replete with the exhibits as forwarded to me by the opposition this week.

If you need further information, please call Ms. Mi Kim at (213) 974-6443, Monday through Thursday from 7:00 a.m. to 6:00 p.m. Thank you.

Attachment

**LAW OFFICES OF
ALAN ABERGEL, P.C.**

15915 Ventura Blvd., #301
Encino, California 91436
Tel. (818) 578-5005 Fac. (818) 235-0159
Email - alan@abergellaw.com

November 30, 2009

SENT VIA E-MAIL AND HAND DELIVERED:

Jeantine Nazar: jnazar@planning.lacounty.gov
Maria Masis mmasis@planning.lacounty.gov

Jeantine Nazar
Maria Masis
Los Angeles County
Department of Regional Planning
320 West Temple Street
Los Angeles, California 90012

**Project No. R2004-00104-(5)
Community Standards District Case No. 200900002
Project Address: 778 South Rosemead Boulevard
December 1, 2009 Hearing Officer**

Dear Ms. Nazar and Masis:

This letter is written in opposition to the captioned proposed project. I am the attorney for the owner of 3745 Locksley Dr., East Pasadena, CA, Eleanor Walker and the Eleanor C Walker Living Trust and am submitting the following on her/its behalf. As you can see from the GIS-Net map attached as **Exhibit "A"**, my client's property (the "**Abutting Property**") is adjacent (directly next door East) to the property subject to this hearing located at 778 South Rosemead Boulevard, and owned by St. Anthony's Greek Orthodox Church. (the "**Subject Property**"). The proposed project therefore adversely affects my client's property more than any other property in the neighborhood.

The hearing agenda for December 1, 2009 describes the purpose of this hearing (Item #6) as,

"to authorize the demolition of the existing community center in order to construct a new community center in conjunction with the operation of an existing church in the R-3 (Limited Multiple-Residence) zone."

Also, the Notice of Public Hearing concerning this matter describes the subject hearing as,

"COMMUNITY STANDARDS DISTRICT MODIFICATION REQUEST: TO authorize the construction, operation and maintenance of a community center with 5' feet setback

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on the north side of the lot while 15' is required in conjunction with the operation of an existing church.”

On July 21, 2009, a letter was sent by Jeantine Nazar, Zoning Permits II Section, informing the project applicant, HMC Architects, that its application was **denied**, and further stating that,

“Pursuant to Section 22.56.1690 the proposed project does not meet the required standards. The director, in acting upon any site plan offered for review shall deny the proposed use, development or modification as requested in the application and as indicated in the required site plan based on the following principles and standards:

- A. That the use, development of land and/or application of development standards is in compliance with all applicable provisions of this Title 22;
- B. That the use, development of land and/or application of development standards, when considered on the basis of the suitability of the site for the particular use or development intended, is so arranged as to avoid traffic congestion, insure the protection of public health, safety and general welfare, prevent adverse effects on neighboring property and is in conformity with good zoning practice;
- C. That the use, development of land and/or application of development standards is suitable from the standpoint of functional development design.

The Department of Regional Planning (“DRP”) was correct in denying the applicant’s application and in stating that the proposed project does not meet the required standards.

The following provides further analysis to prove that pursuant Section 22.56.1690 the proposed project does not meet the required standards.

A. THE USE, DEVELOPMENT OF LAND AND/OR APPLICATION OF DEVELOPMENT STANDARDS IS NOT IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THIS TITLE 22;

i. *The subject property owner has been violating conditions imposed on the subject property.*

Zone Exception Case No. 8351- (5) conditions is attached herein as **Exhibit “B.”** **Exhibit “B”** also includes the 1991 property Exchange Agreement between St. Anthony’s Church and the former Michillinda Presbyterian Church. The conditions stated in connection with Zone Exception Case No. 8351- (5) were imposed by DRP and run with the land; therefore,

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when St. Anthony's church took over the triangular lot and joined it with their previous lot to create their existing lot, St Anthony's is bound by the same conditions. These conditions run with the land and therefore cannot be revoked by a contract between the Exchange Agreement parties.

Conditions numbers 2, 3, 4, 6, 10, and 12 have been violated or not complied with. The required walls are not in place and were previously removed with no permission from DRP; access way to the church's parking area is not chained or closed, as required, to vehicular access when the facilities are not in use; and lights used in the parking areas are not shielded and directed away from adjacent residences. My client and her daughter, Alberta Walker, have made many complaints to the DRP about these violations. Attached as **Exhibit "C"** are 3 letters showing the conditions violations and inspection citations issued by DRP.

Accordingly, the use, development of land and/or application of development standards is not in compliance with all applicable provisions of this title 22. Therefore, the applicant's application does not meet the required standards and should be denied.

B. THE PROPOSED PROJECT WILL *NOT* AVOID TRAFFIC CONGESTION, WILL *NOT* INSURE THE PROTECTION OF PUBLIC HEALTH, SAFETY AND GENERAL WELFARE, WILL *NOT* PREVENT ADVERSE EFFECTS ON NEIGHBORING PROPERTY AND IS *NOT* IN CONFORMITY WITH GOOD ZONING PRACTICE;

The owner of the Abutting Property and her family (the "**Walker Family**" or the "**Walkers**") has complained many times to DRP regarding the use of the alley adjacent to her home as a driveway to St. Anthony's Church parking lot. The Walker family has indicated to DRP that the close proximity of their house to the main parking lot entrance/exit has caused them considerable distress and inconvenience. The Walkers have complained to DRP on numerous times that the church's attendees, who attend day and evening functions at the Church, enter and exit the parking lot which faces into their home. The attendees' vehicles generate intolerable noise and the vehicles' headlights shine directly into their home.

The Walkers have complained to DRP on numerous times that there is also bright illumination of the parking lot and Hellenic Center which stays lighted until 6:00 am and is intrusive to the surrounding residences and that the "stadium" light is sometimes illuminated for several days. The church has been conducting early morning and late at night activities, creating more nuisances to the Walkers. The church has frequently rented its parking lot, with obtrusive activities at all times of day and night. The St. Anthony's congregation has been growing and because the church parking lot has inadequate parking, it has caused overflows into all neighboring streets, and has made Locksley Drive an extension of the Church's parking lots with every Church activity.

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In addition, in many events occurring at the Subject Property, the attendees left a considerable amount of trash in the parking lot, which has created substantial health hazards to the Walker Family and other neighbors. This obstruction of the quiet and peaceful use of the Walker Family private property has worsened in recent years. Attached as **Exhibit "D"** are photographs showing the adverse effects and nuisance the Walker Family and other neighbors have been experiencing.

The proposed community center will accommodate more attendees, will be larger in size than the existing one, and therefore will cause more noise, traffic, glaring light, and otherwise will exacerbate the nuisance experienced by the Walker Family and other neighbors.

The St. Anthony's church has been engaged in many commercial activities that are not customarily incidental to the operation of a church such as, the Greek Festival, rental of the premises to film production companies, and operation of the community center. The proposed community center will increase the church's commercial activities which are not customarily incidental to the operation of a church; thereby violating the zoning classification and use granted to the Subject Property.

In summary, considering the fact that the church is adjacent to the Walker Family's property, and is also located near other single family residential homes zoned R-1-20,000, the church's activities create a nuisance to the Walker Family and other neighbors and are otherwise incompatible use for the surrounding neighborhood. The proposed community center may provide beneficial services to its attendees (most of them do not reside in the neighborhood). However, the St. Anthony's church and its proposed community center (and other commercial activities) is located in the wrong place.

C. THE PROPOSED COMMUNITY CENTER WILL VIOLATE THE PURPOSES OF THE EAST PASADENA-SAN GABRIEL COMMUNITY STANDARDS DISTRICT

Section 22.44.135 (A) states that,

"Purpose. The East Pasadena-San Gabriel Community Standards District is established to protect the light, air, and privacy of existing residences, enhance aesthetics and community character, and ensure that new and expanded development is compatible with the unique identity of each neighborhood throughout the district."

As explained above, the proposed community center will exacerbate the nuisance experienced by the Walker Family and other neighbors, and will exacerbate the adverse effects of glaring light,

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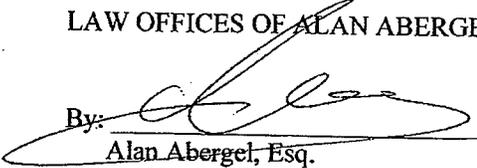
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air, and privacy to existing residences. The Walker Family property and other neighboring homes are zoned R-1-20,000. The new community center as well as the expanding commercial activities of the church will not be compatible with the residential nature of the neighborhood. Therefore, the proposed community center will violate the purposes of the East Pasadena-San Gabriel Community Standards District.

The Abutting Property owner is therefore requesting that the proposed community center and the applicant's application for Community Standards District Modification Request be denied.

Respectfully submitted,

LAW OFFICES OF ALAN ABERGEL, P.C.

By: 

Alan Abergel, Esq.

Attorney for Abutting Owner

Enclosures:

EXHIBIT "A"

EXHIBIT "B"

1. That applicant shall submit for approval of the Director of Planning, three copies of a revised plot plan showing development similar to that presented at the public hearing and incorporating such of the following conditions as can be shown on a plan. The property shall thereafter be developed and maintained substantially in conformance with such approved revised plan;
2. That a 5 to 6 foot masonry wall be constructed along the easterly and southerly boundaries of Lot 10. Said wall shall be stepped down or tapered to a height of 3½ feet within the front yard setback area. No vehicular access shall be permitted to Lot N;
3. That a 5 to 6 foot masonry wall be erected along the easterly boundary and the easterly portion of the southerly boundary of the subject property adjacent to Lots 3, N and O. Said wall shall extend to the westerly line of Lot O. This wall shall then be continued to the easterly terminus of the existing block wall, but shall be stepped down or tapered to a height of 3 feet. No vehicular access shall be allowed to Lot N or Lot O;
4. That except for the accessway, a 3½ foot masonry wall be constructed along the northerly border of Lot 10, said wall to be set back a minimum of 55 feet from the centerline of California Boulevard;
5. That a pedestrian aisle or walk connect the easterly parking area with the westerly portion of the subject property;
6. That accessways to the parking area of Lot 10 be chained or otherwise closed to vehicular access when the facilities are not in use;
7. That the building setback area and the parking area shall be landscaped in accordance with a landscape plan to be submitted to and approved by the Director of Planning; such landscaping shall be continuously maintained;
8. That parking be provided in the ratio of one space for each five seats of the largest structure used for public assembly purposes;
9. That all areas used by automobiles be paved with a concrete, asphaltic, or macadam type of surfacing;
10. That all lights used on the parking areas be shielded and be directed away from adjacent residences;
11. That classrooms shall not be utilized for regular day school type instruction;
12. That the hours of operation of the parking facility on Lot 10 be limited to those hours between 6 a.m. and 11 p.m.;
13. That prior to commencing construction, applicant shall ascertain from the Forester and Fire Warden what facilities are necessary to protect the property from fire hazard. Such facilities may include water mains, fire hydrants, and fire flow, which, prior to occupancy of any structure permitted by this approval, shall be provided as required by the Forester and Fire Warden;
14. That the applicant shall offer to dedicate free-of-charge to the County of Los Angeles a strip of land adjacent to California Boulevard and within 50 feet of the centerline of said Boulevard, to provide the necessary widening for this highway and shall construct such improvements as may be required by the Road Commissioner;

17. It is hereby declared to be the intent that if any provision of this exception is violated or held to be invalid, or if any law, statute or ordinance is violated, the permit shall be void and the privileges granted hereunder shall lapse;
18. It is hereby declared and made a condition of this zone exception, that if any condition hereof is violated, or if any other law, statute or ordinance is violated the exception shall be suspended and the privileges granted hereunder shall lapse; provided that the applicant has been given written notice to cease such violation and has failed to do so for a period of thirty (30) days.

DMF: CH:cjb

ZONE EXCEPTION CASE NO. 8351-(5)
SUMMARY OF THE HEARING:

ZB HEARING DATE:
January 5, 1967

Twenty-eight (28) persons were sworn. Nineteen (19) in favor of the proposal. Applicant's representative testified that the church has approximately 700 members in its congregation; that a new sanctuary has been built and that applicant now desires to rebuild the remainder of the church plant in consonance with the development of the sanctuary; that applicant contemplates a 3½ to 1 parking ratio; and that, due to the development of the church facility in terms of congregation, the additional parking is required; applicant submitted 22 letters in support of the petition, including a letter from an adjacent owner; applicant further submitted a photograph of a membership location chart showing that a large percentage of the members of the congregation reside within a one-mile radius of the facility; that the facility has been in its present location for approximately 40 years; that the existing and proposed development is in consonance with the general architectural development in the area and will blend with the residential community; that the school is for Sunday School only and will not be a day school; that the administration building is for the use of this church only; that parking will be for the church only, and that landscaping, chaining, lighting and walling of the facility will be done at the request of the Zoning Board.

Numerous witnesses testified in opposition to the granting of this exception on the grounds that the area is residential in nature and that incursions by commercial or religious type institutions will be of detriment to the neighborhood; that the residents do not desire the character of the area changed; that the granting of the exception would lead to changes in the character of the neighborhood; that the residents would prefer having on-street parking to use of the residential lot.

Another witness in opposition requested permission to cross-examine petitioner's representative; permission was granted to the extent of the time available relative to direct testimony about the proposed parking lot. Cross examination was ceased at the discretion of the Zoning Board due to lack of time and due to the fact that in the Board's opinion, adequate testing of applicant's testimony had been made.

THE ZONING BOARD FINDS:

1-4 being Items 1-4 of the Factual Data Report.

5. That there were protests to the granting of this exception.

6. There are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the ordinance. In the granting of this exception the spirit of the ordinance will be observed, public safety secured and substantial justice done.

7. That members of the church do come from the immediate neighborhood, therefore this exception is necessary to the maintenance of the public health, convenience and general welfare of the community.

THE ZONING BOARD RECOMMENDS:

That this exception be GRANTED subject to the attached conditions.

ZONING BOARD MEMBERS CONCURRING:

Mr. Lewis, Chairman; Mr. Kanaster and Mr. Christenson

COUNTY COUNSEL present: Mr. [unclear]

MICHILLINDA PRESBYTERIAN CHURCH
700 S. Rosemead Blvd.
Pasadena, California 91107

ST. ANTHONYS GREEK ORTHODOX CHURCH
778 S. Rosemead Blvd.
Pasadena, California 91107

August 10, 1991

PROPERTY EXCHANGE

Michillinda Presbyterian Church hereafter ("Michillinda Church") will exchange real property with St. Anthony's Greek Orthodox Church (hereinafter "St. Anthony") on the following terms:

1. THE PROPERTY TO BE EXCHANGED.

St. Anthony's will convey the real Property known as and by the street address 3762 E. California Blvd, Pasadena CA, and more particularly described in Exhibit A to this letter to the Michillinda Church in exchange for the Michillinda Church conveying to St. Anthony a 12,094 square foot parcel now owned by the Michillinda Church, and more particularly described in Exhibit B to this letter, and shown in the August 15, 1989, drawing by Architects Culver Heaton, Thomas Zartl and Associates, which is Exhibit C to this letter. St. Anthony and Michillinda Church agree that the properties to be exchanged are equal in value and that no additional consideration is contemplated by either party, other than the payment of those expenses necessitated by the lot line adjustment resulting from the property exchange, as more specifically set forth below.

The property exchange and all moves of fire hydrants, walls and light poles necessitated by the terms hereof are expressly conditioned on the parties securing the necessary approval and/or permits from the Office of the Los Angeles County Building Department, Land Development Center, Department of Building and Safety, the Los Angeles County Fire Department and/or other governmental agencies having jurisdiction over the property to be exchanged, or the exchange, or both.

II. TERMS OF PROPERTY EXCHANGE.

A. The property located at 3762 E. California Blvd., Pasadena CA is improved by a single family residence encumbered by a month-to-month tenancy calling for a monthly rental of \$850.00, inclusive of yard maintenance. Michillinda Church shall acquire this property subject to this month-to-month tenancy. Rents shall be apportioned as of the closing date. St. Anthony represents and warrants to Michillinda Church that there is no written lease for this property.

B. The 3762 E. California Blvd. property also in encumbered by an ~~11.05%~~ ^{9.79%} per year variable interest rate assumable mortgage of \$~~27,028.04~~ with a maximum annual interest rate of 14.75% and no increase or decrease in an annual payment adjustment of more than 7.5% over the lifetime of the mortgage. The current debt service on the mortgage, including principal and interest is \$285.95 a month. Annual property taxes of \$~~1606.79~~ are current. Principal and interest mortgage payment's insurance, property taxes and water charges shall be apportioned as of the closing.

C. At closing, St. Anthony shall provide Michillinda Church with a letter signed by an officer of the Mortgagee stating that principal and interest payments are not in arrears, and stating the outstanding principal balance of the mortgage on the 3762 E. California Blvd. property. At the closing St. Anthony shall pay Michillinda Church cash equal to the then outstanding principal balance of the mortgage. In consideration for such payment, Michillinda Church shall assume liability for the mortgage and shall become mortgagor of record.

D. Within a reasonable time after the closing, St. Anthony shall remove, at its cost and expense, the block wall on the present boundary line between the two churches. The estimated cost of such removal is \$8,900, but this estimate does not limit in any way St. Anthony's obligation to remove the block wall, and to pay the full cost of removing it.

E. Within 30 days after St. Anthony removes the block wall referred to in paragraph II.D, St. Anthony shall erect a new fence or wall on the new boundary line between the real property of the parties. However, Allegra School must agree to the way its wrought iron fences and gates are removed and handled. To expedite the physical separation of properties, St. Anthony and Michillinda Church agree to equally share the cost of construction of a permanent cyclone fence in conformity with the Building Code, and Michillinda Church will pay one-half of the cost of construction of a permanent Cyclone fence in conformity with the Building Code even if St. Anthony erects a wall on the new boundary line. If St. Anthony erects a Cyclone fence on the new boundary line, St. Anthony may replace that fence within 5 years of the closing with a concrete block wall to be constructed at its sole expense, and without an additional payment from Michillinda Church.

F. Each party shall pay its own costs for restriping its parking lot.

G. St. Anthony shall pay the entire cost (estimated to be \$9,820) of constructing a one-hour fire wall for Michillinda Hall. This estimated cost does not in any way limit St. Anthony's obligation under this paragraph. Such construction may be postponed at St.

Anthony's election until such time as St. Anthony commences its building program.

H. The lot line readjustment will necessitate the relocation of a water meter for the mutual benefit of St. Anthony and Michillinda Church. Each party shall pay one-half of the cost of having the water meter relocated. The relocation will be done at or about the time the lot line adjustment is completed. The estimated cost of relocating the water meter is \$2,000.00, but this estimate shall not limit the obligations of the parties under this paragraph.

I. St. Anthony shall assume complete responsibility for the fire hydrant now located on the parcel to be conveyed to St. Anthony. St. Anthony reserves the right to maintain the fire hydrant as is or to modify, relocate, remove, or disengage the fire hydrant, subject to the Los Angeles County Fire Department's regulations and every other applicable governmental ordinance, rule or regulation that requires or permits the fire hydrant to be used to service Michillinda Church property. If St. Anthony is required by law or regulation or elects to maintain the fire hydrant in good working order, Michillinda Church reserves the right of access to the fire hydrant by way of a common gate in the wall or fence to be constructed pursuant to paragraph II.E, above.

J. Each party shall be responsible for, and pay the cost of removing, relocating, constructing, and maintaining any light poles, standards and/or fixtures situated on its own property after the closing of the property exchange. Each party shall bear all other expenses for lighting, building construction, driveways (should same be required on Rosemead Blvd. by law or regulation), utilities, gates, landscaping, etc. on its own property after the closing.

K. A survey to establish the new property line will be required preparatory to the property exchange as will the drafting of an abstract and/or legal description of the properties, grant deeds and property boundaries. The costs incurred to accomplish this shall be shared equally by the parties. The new property line shall be permanently marked in an appropriate manner as set forth in paragraph II.E above.

L. The parties shall each pay 50% of all escrow costs incurred to consummate the property exchange.

M. St. Anthony shall bear all the costs and fees of Culver Heaton, Thomas Zartl and Associates, Architects, for services rendered in this transaction with the exception of fees and costs incurred at the specific request of Michillinda Church. The parties agree that as of the date hereof, Michillinda Church has not requested any services from the Architects concerning this transaction. The parties shall

se Mr. Heaton's services to acquire the approvals and to take the actions specified in paragraph II.K above and to secure the necessary approvals and permits specified in paragraph I above with the cost of these services to be paid as specified in those paragraphs.

III. DEEDS, ENCUMBRANCES AND ESCROW

A. St. Anthony's shall convey the property described in Exhibit A to Michillinda Church by grant deed subject to the month-to-month tenancy described in Paragraph II.A, and to all other ordinances, covenants, easements, and encumbrances of record or visible, provided that none of the other ordinances, covenants, easements or encumbrances of record or visible makes the property described in Exhibit A unusable for dwelling purposes, or lessens the market value of said property at the date of closing from the value it otherwise would have without such encumbrances. As provided in Paragraph II C., Michillinda Church shall assume the existing mortgage on the property described in Exhibit A.

B. Michillinda Church shall convey the property described in Exhibit B to St. Anthony's by grant deed subject to the rights of Allegra School and others under the Allegra School's lease, a copy of which is attached hereto as Exhibit D., and to all other ordinances, covenants, easements and encumbrances of record or visible, provided that none of the other ordinances, covenants, easements or encumbrances of record or visible makes the property described in Exhibit B or lessens the market value of said property at the date of the closing from the value it otherwise would have without such encumbrances. Michillinda Church represents that Allegra School has orally agreed to waive its right of first refusal contained in its lease.

C. Each party represents that it has all necessary corporate and church approvals to execute this letter and to make the property exchange called for by this letter.

D. The parties designate _____ as escrow agent and agree to share equally the escrow agent's fees. The escrow agent's instructions are attached to this letter as Exhibit E are made a part hereof.

The closing shall take place at the office of the escrow agent at 10:00 a.m. P.D.T. on November 29, 1991.

IV. SUMMARY OF COSTS OF THE PROPERTY EXCHANGE

A. The total cost for all activities necessitated by the

at line adjustment resulting from the property exchange, if completed as described in the August 15, 1989, Architects' drawing, is estimated to be no more than \$51,248.14, but this estimate shall not limit the costs each party must pay.

B. Notwithstanding anything to the contrary in this letter, Michillinda Church agrees to pay only such costs as are expressly mentioned in this letter as being the responsibility of Michillinda Church.

C. All costs and expenses set forth in this letter represent St. Anthony's best estimate available at the time this letter was prepared, and are based on local market factors and conditions. While St. Anthony believes these cost and expense estimates fairly represent the anticipated costs and expenses required to consummate the property exchange set forth herein, neither St. Anthony nor Michillinda Church warrants their accuracy.

ACCEPTED AND AGREED TO:
MICHILLINDA PRESBYTERIAN CHURCH

By: William T. Leslie
William T. Leslie
President, Board of Trustees

ACCEPTED AND AGREED TO:
ST. ANTHONY'S GREEK ORTHODOX CHURCH

By: Zacharias Vorigias
Zacharias Vorigias
President, St. Anthony's Parish Council

By: Rev. Efstathios V. Mylonas
Rev. Efstathios Mylonas
Pastor

EXHIBIT "C"

Pasadena, California 91107

Inspection File No. 3-565
Plot Plan No. 13298

Gentlemen:

In response to a recent complaint regarding a church parking lot, an inspection has been made at 778 S. Rosemead Boulevard in zone R-3, 2. Pasadena Zoned District.

This inspection disclosed that the parking lot on the premises is being used and maintained without providing the required walls, wheel bumpers, and landscaping as required by Sections 261 and 749.5 of the Zoning Ordinance and as indicated in Revised Plot Plan No. 13298 approved August 6, 1970. This property in zone R-3 as presently maintained violates the provisions of Sections 202, 261 and 749.5, Los Angeles County Zoning Ordinance 1494.

Please consider this an order to comply with the provisions of the Zoning Ordinance within thirty (30) days after receipt of this letter.

Any inquiry regarding this matter may be addressed to the Director of Planning, Regional Planning Commission, 320 W. Temple Street, Los Angeles, Calif. 90012; Attention: W. Rosenthal.

Very truly yours,

THE REGIONAL PLANNING COMMISSION
O. K. Christenson, Director of Planning



Daniel N. Cullen, Division Chief
Plan Administration Division

DNC:WR
EJM:rs

St. Anthony Greek Orthodox Church
778 South Rosemead Boulevard
Pasadena, California 91107

Attn: Rev. Pieratos, Pastor

Inspection File No. 3-565 and Plot Plan No. 13298

Dear Sir:

In response to a recent complaint regarding a church parking lot, an inspection has been made at 778 South Rosemead Boulevard in zone R-3, East Pasadena Zoned District.

This inspection disclosed that the parking lot on the premises is being used and maintained without providing the required walls as prescribed by Section 261 of the Zoning Ordinance and as indicated in Revised Plot Plan No. 13298 approved August 6, 1970. The wall in question is outlined in red on the attached enclosure. This property in zone R-3 as presently maintained violates the provisions of Sections 202 and 261, Los Angeles County Zoning Ordinance No. 1494.

Please consider this an order to comply with the provisions of the Zoning Ordinance within thirty (30) days after receipt of this letter.

Any inquiry regarding this matter may be addressed to the Director of Planning, Regional Planning Commission, 320 West Temple Street, Los Angeles, California 90012; Attention: Zoning Enforcement, Telephone (213) 974-6454.

Very truly yours,

THE REGIONAL PLANNING COMMISSION
O.K. Christensen, Director of Planning

James H. Clayton, Section Head
Zoning Enforcement Section

JHC:EMts

Enclosure

cc: Mrs. Eleanor Walker, Dick Anderson, RPC

JUL 13 1973

Handwritten signature

Mrs. Eleanor Walker
3745 East Locksley Drive
Pasadena, Calif. 91107

Dear Mrs. Walker:

After your last complaint to us regarding St Anthony's parking lot, we reviewed this entire subject commencing with the Church's first communication to us on January 28, 1964.

As a result of this review, we contacted the Los Angeles County Regional Planning Commission verbally, and also as per the attached letter, dated May 9, 1971.

The action resulting from these efforts is stated by the Commission in their letter to St. Anthony's under date of May 25, 1971, copy of which is likewise attached.

We believe when this specified order is carried out, you will be relieved of the annoyances which you have endured over the past few years from this source.

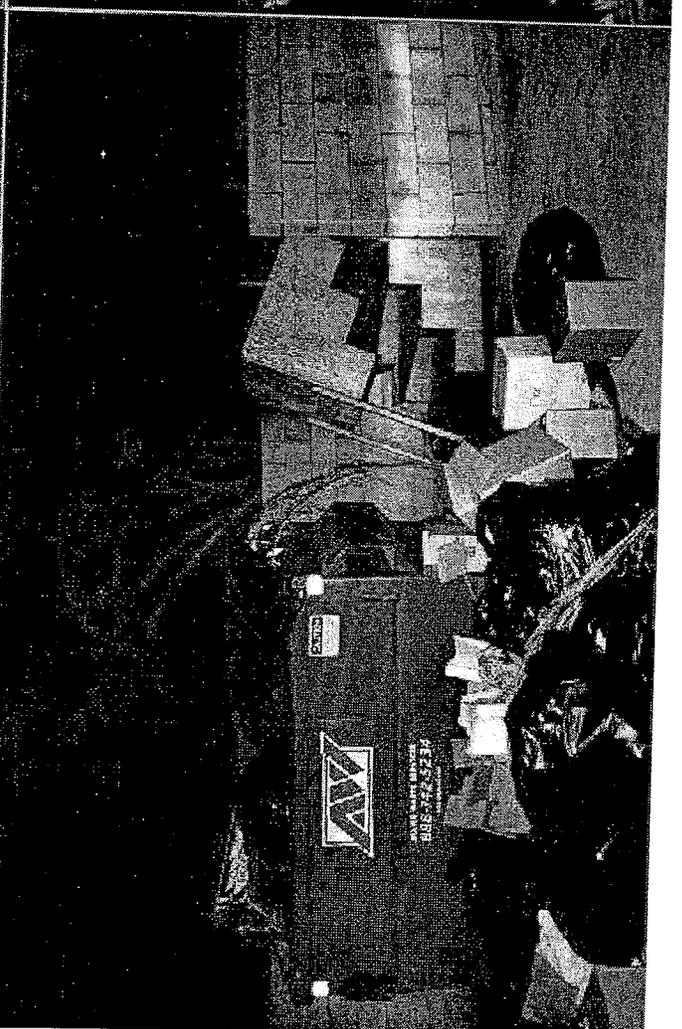
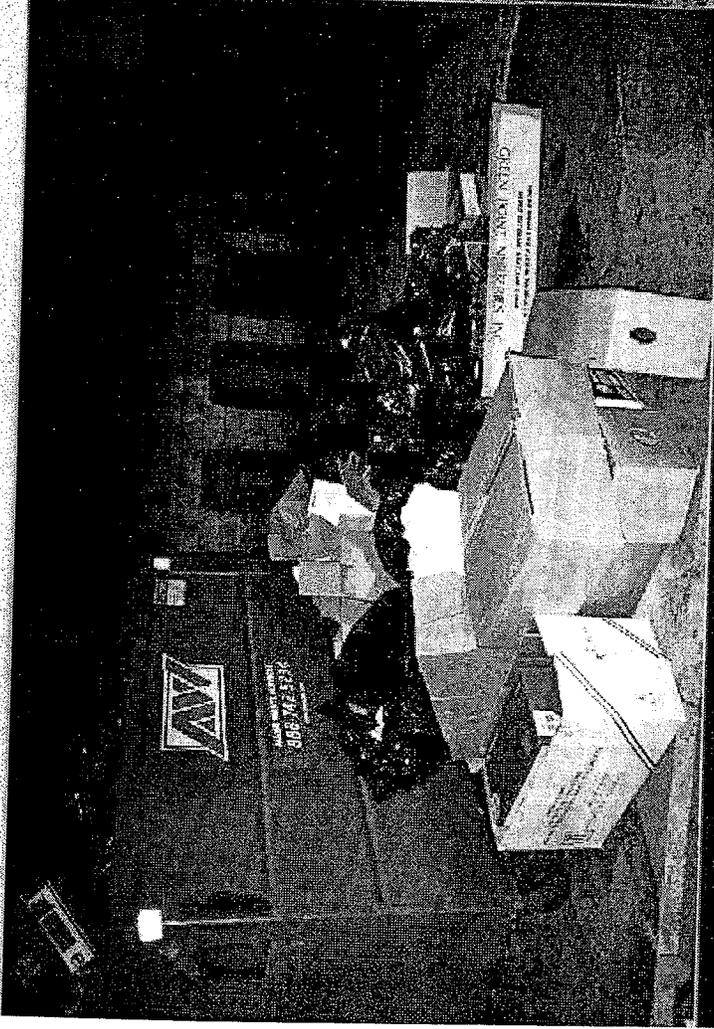
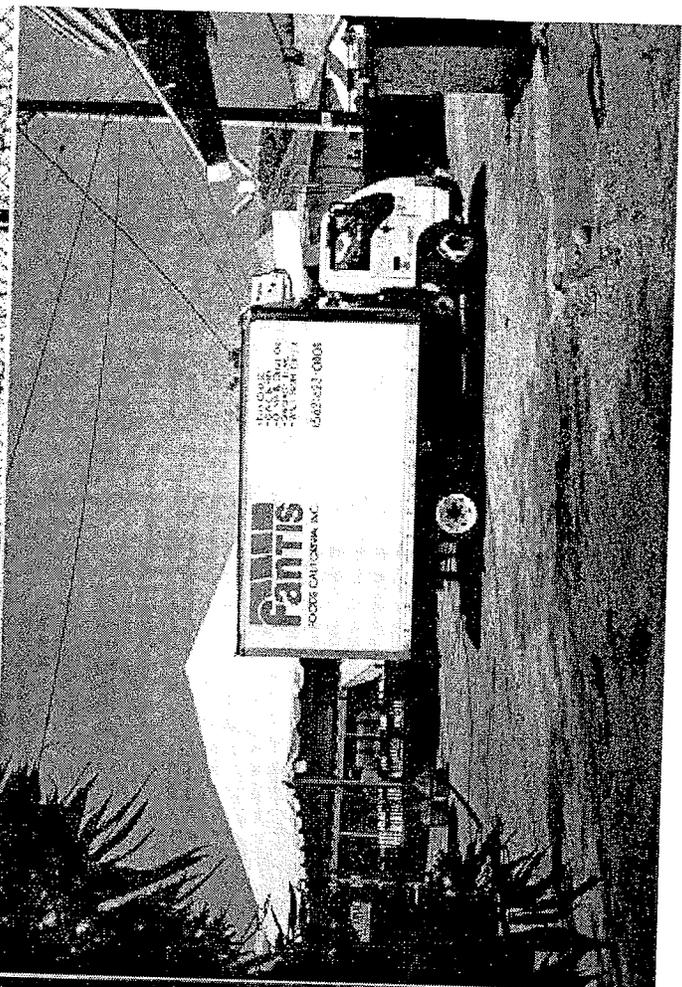
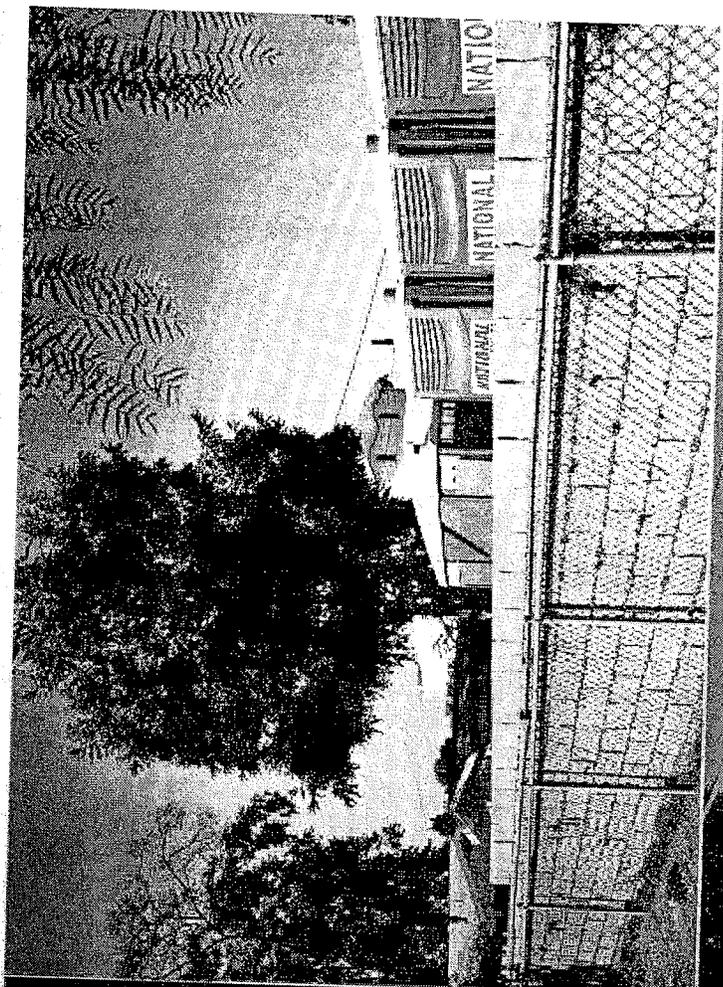
Very sincerely yours,

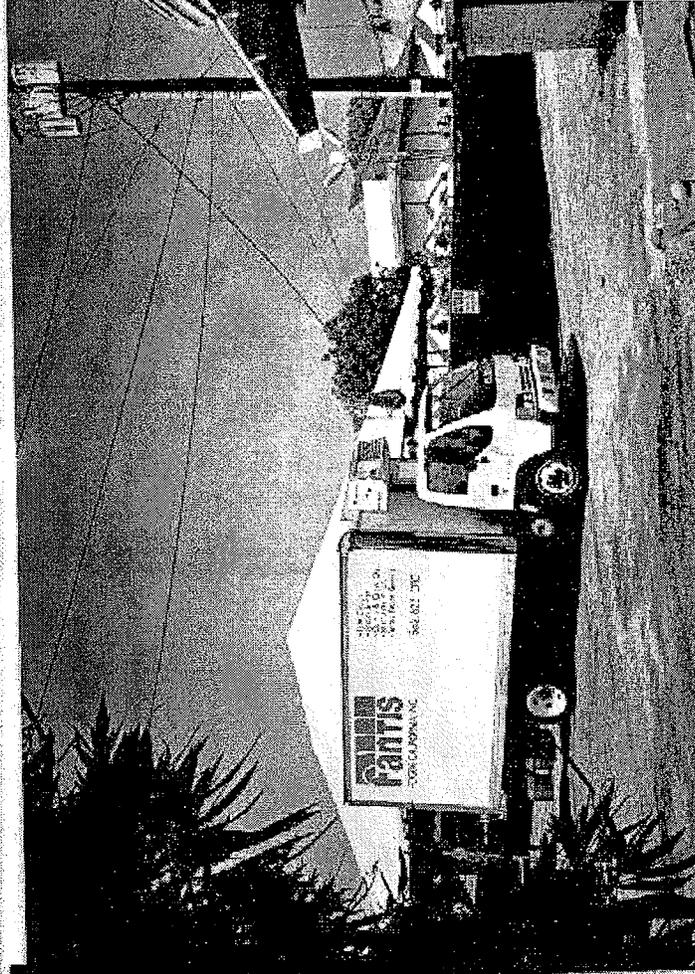
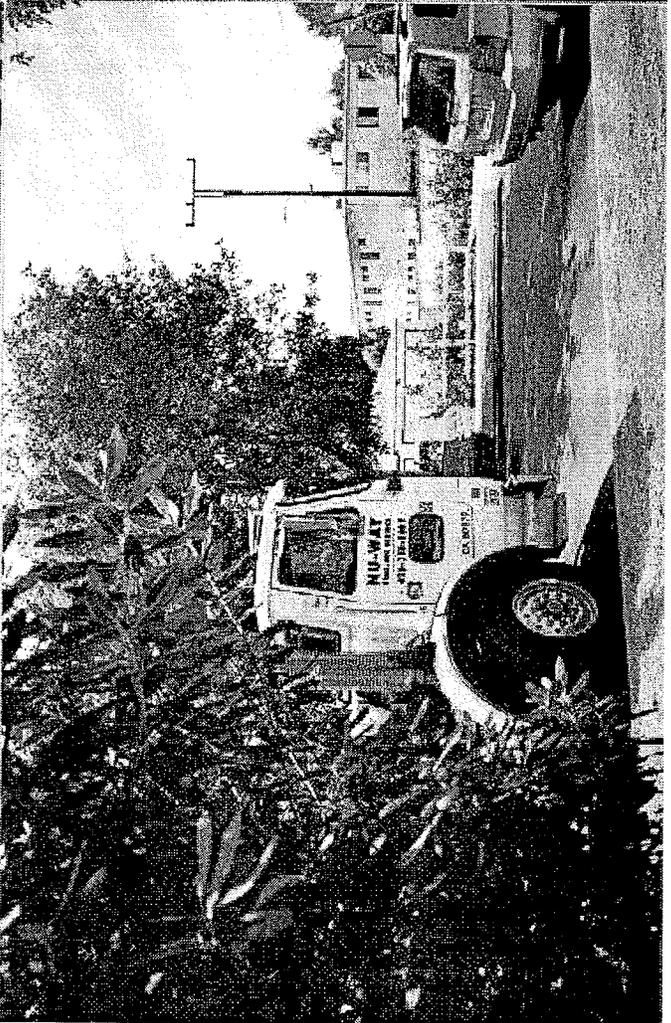
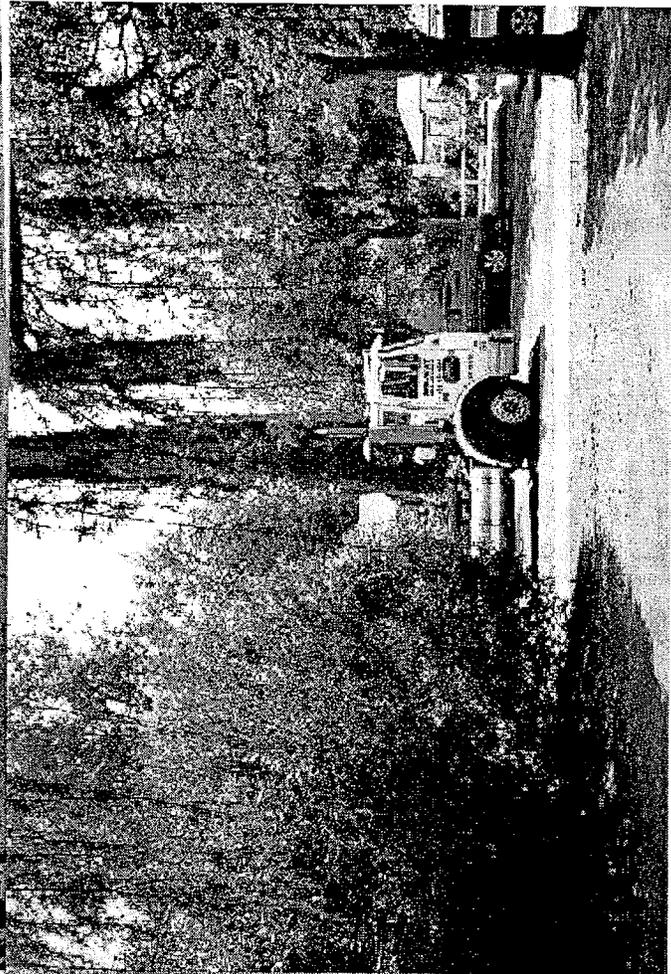
Michillinda Park Association, Inc.

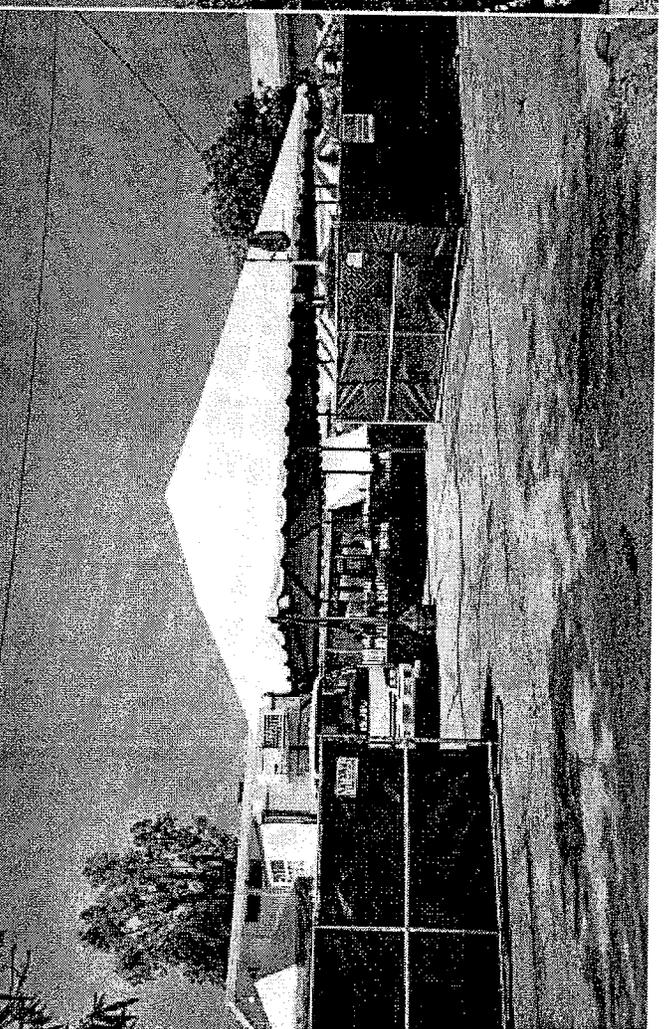
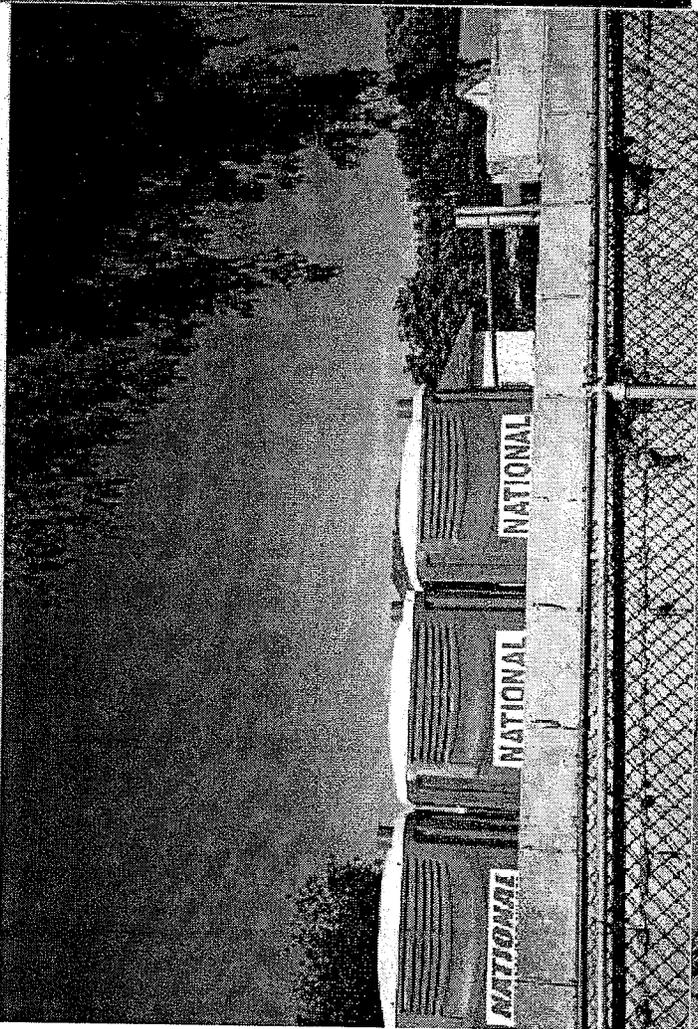
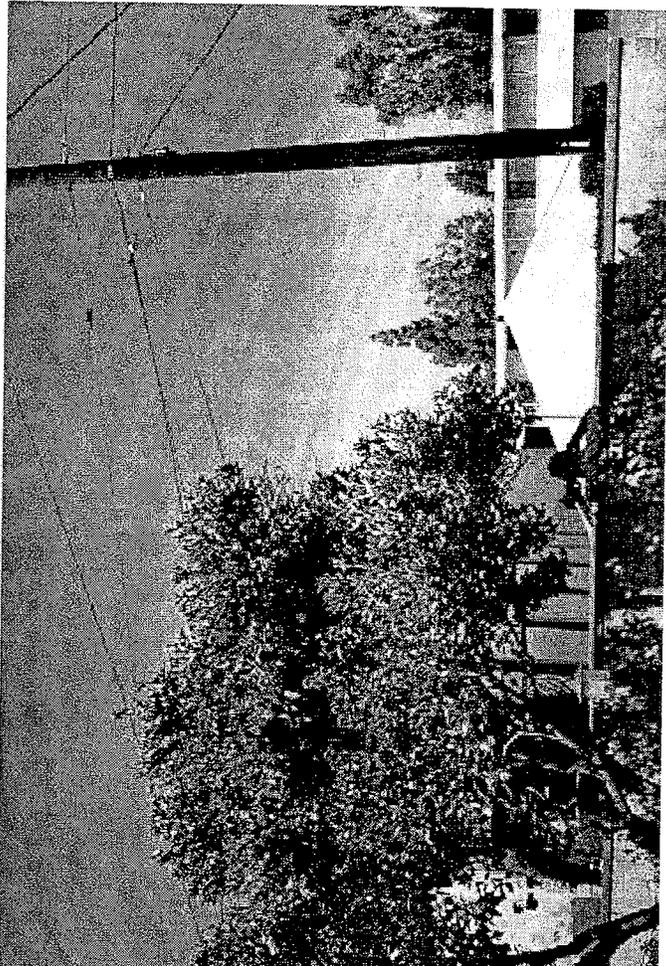
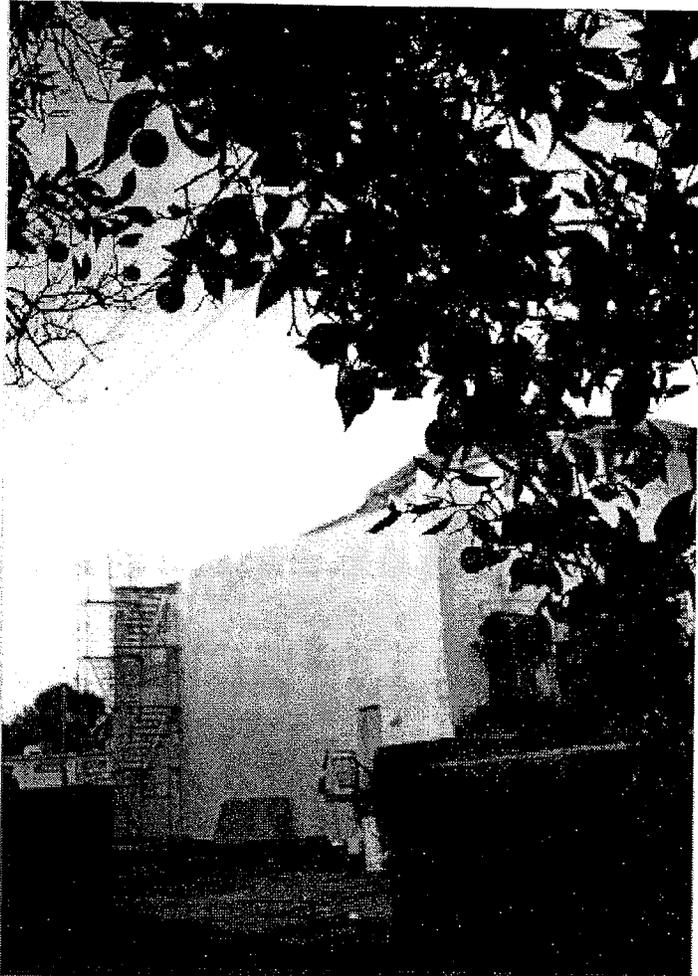
Elaine Morgan

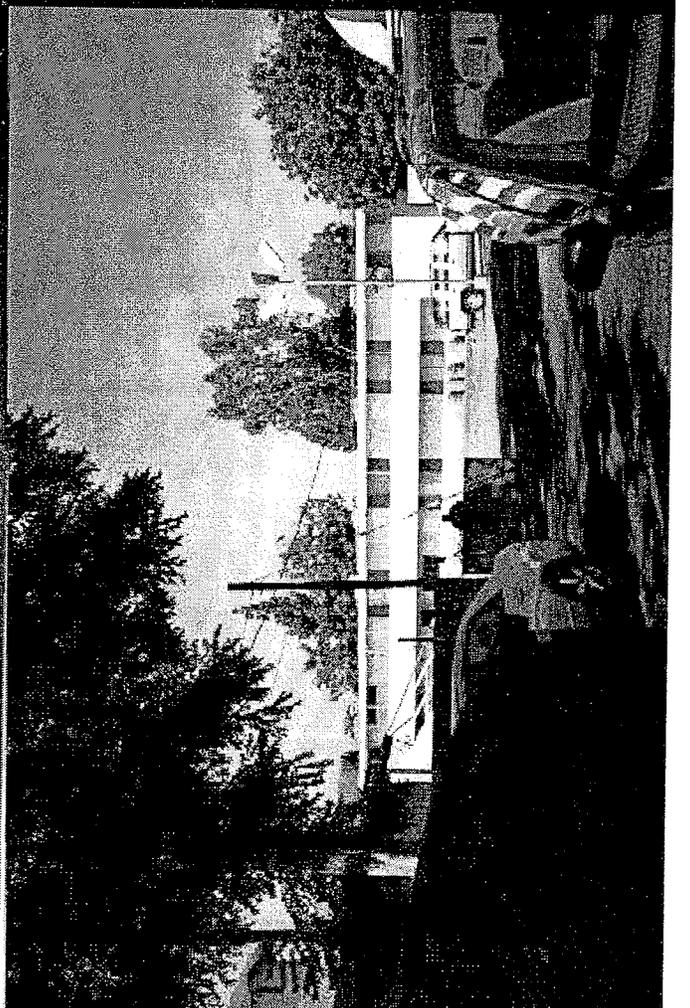
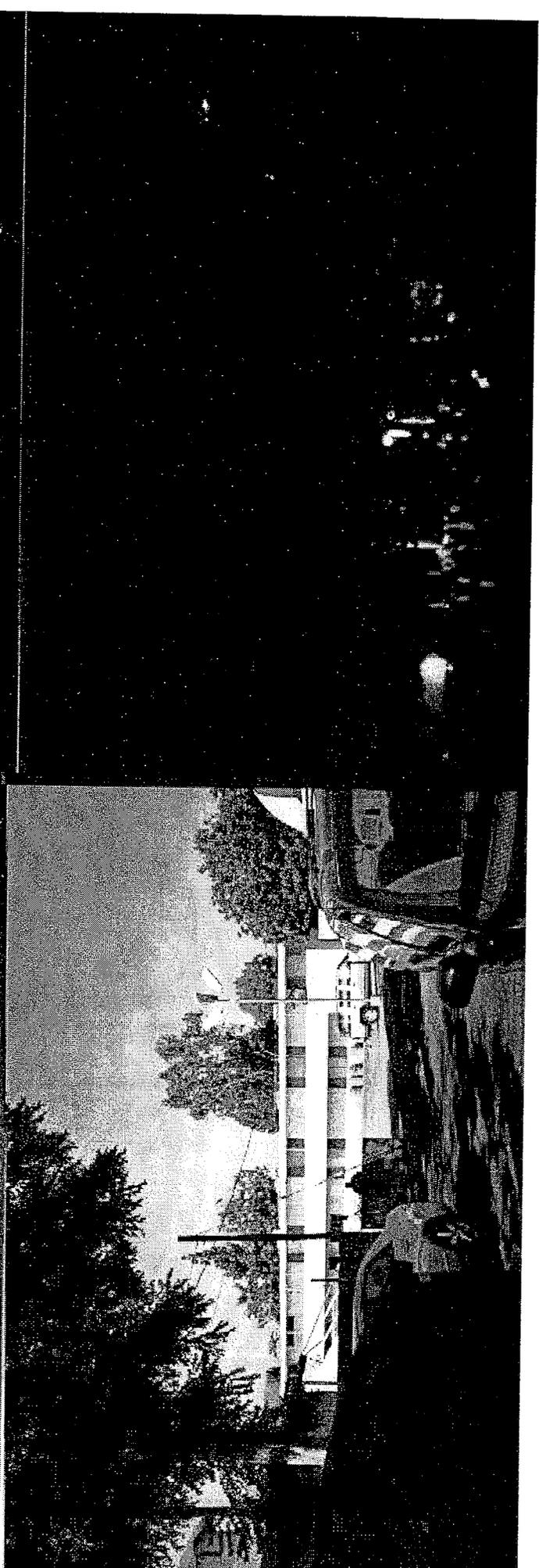
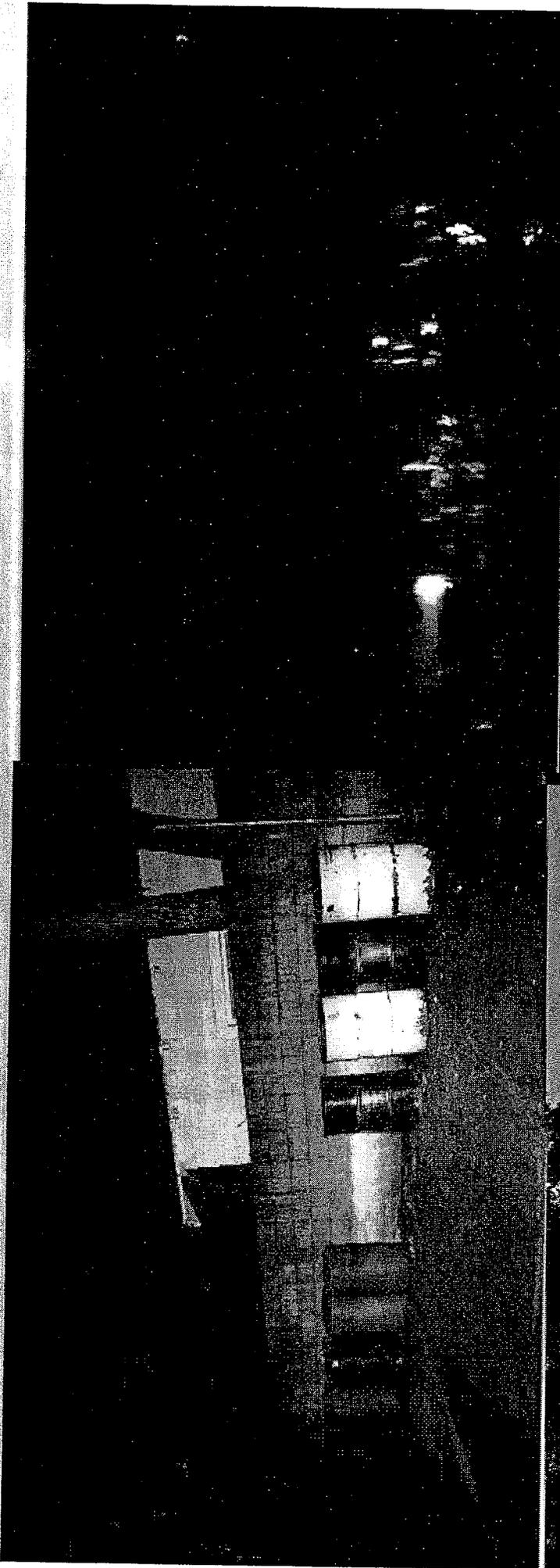
Elaine Morgan, Secretary

EXHIBIT “D”









PRIVATE PROPERTY
PERMISSION TO TAKE
OVER REVOCABLE
AT ANY TIME



