

Office of the City Engineer

Los Angeles, California

To The Honorable Council

Of the City of Los Angeles

Honorable Members:

JUN 12 2013

C. D. No. 11

SUBJECT:

Final Map of Parcel Map L.A. No. 2011-2086

RECOMMENDATIONS:

Approve the final map of Parcel Map L.A. No. 2011-2086 located at 1715 South Armacost Street southeasterly of Iowa Avenue and accompanying Subdivision Improvement Agreement and Contract with security documents.

FISCAL IMPACT STATEMENT

The subdivider has paid a fee of \$ 8,720.00 for the processing of the final parcel map pursuant to Section 19.02B3 of the Municipal Code. No additional City funds are needed.

TRANSMITTALS:

1. Map of Parcel Map L.A. No. 2011-2086.
2. Unnumbered file for Parcel Map L.A. No. 2011-2086.
3. Subdivision Improvement Agreement and contract with attached security documents.

DISCUSSION:

The Tentative map of Parcel Map LA No. 2011-2086 was conditionally approved by the Advisory Agency on January 31, 2012 for a maximum four-unit condominium project.

The Advisory Agency has determined that this project will not have a significant effect on the environment.

The conditions of approval for the parcel map have been fulfilled including a payment of the Recreation and Parks fee in the amount of \$ 12,088.00. Transmitted Subdivision Improvement Agreement and Contract with attached security documents guarantees construction of the required improvements. Upon approval by the Council, the parcel map will be transmitted to the County Engineer for filing with the County Recorder.

The expiration date of the tentative map approval is January 31, 2015.

The Subdivider and surveyor for this subdivision are:

Subdivider

Reza Sarafzadeh
24942 Vista Verenda
Woodland Hills, CA 91367

Surveyor

Robert Kameoka
5011 Acacia Street
San Gabriel, CA 91776

Report prepared by:

Land Development Group

Joseph Gnade
Civil Engineer
Phone (213)202-3493

Respectfully submitted,



Edmond Yew, Manager
Land Development Group
Bureau of Engineering

EY/JG/ka
Q:\2011-2086

APPROVED FOR THE
CITY ENGINEER BY

BOND CONTROL



ACCEPTED
RISK MANAGEMENT
CITY ADMINISTRATIVE OFFICE

WLA
CD 11

CAO 130026
2/11/13

City of Los Angeles
DEPARTMENT OF PUBLIC WORKS
SUBDIVISION IMPROVEMENT AGREEMENT AND CONTRACT

THIS AGREEMENT AND CONTRACT, made and entered into, by and between the CITY OF LOS ANGELES, hereinafter designated as the CITY; and **REZA SARAFZADEH AND SHORE BEHDIN, TRUSTEES OF THE Y.S. SARAFZADEH FAMILY TRUST**

hereinafter designated as SUBDIVIDER; WITNESSETH:

ONE: For, and in consideration of the approval of the final map of that certain division of land known as:

PARCEL MAP NO. 2011-2086

and for acceptance of the dedication therein by the CITY, the SUBDIVIDER hereby agrees, at his own costs and expense, to construct and install all public improvements required in and adjoining and covered by the final map which are shown on plans, profiles and specifications, previously supplied to the City Engineer; and to furnish all equipment, labor and materials necessary to construct, install and complete the required improvements in a good and workmanlike manner. The estimated cost for completion of the above-mentioned work and improvement is the sum of **FORTY ONE THOUSAND AND NO/100 Dollars (\$41,000.00)**.

TWO: It is agreed that the SUBDIVIDER has furnished to the City Engineer all necessary final plans, profiles and standard specifications for the required public improvements; or, that in lieu of such final plans, profiles and specifications, the City Engineer has been furnished preliminary plans that are of sufficient detail so as to be approved by the City Engineer for use in the preparation of the estimated cost of the required improvements. In consideration of the acceptance of such preliminary plans by the City Engineer, the SUBDIVIDER hereby agrees to furnish all necessary final plans, profiles and specifications in a form that will be sufficient to be processed and approved by the City Engineer not later than six (6) months from the date the final map of said subdivision of land is filed for record with the County Recorder, County of Los Angeles, State of California.

THREE: The SUBDIVIDER agrees to perform all of the above-mentioned work under permit or permits to be issued by the Board of Public Works, hereinafter designated as the BOARD. All work shall be performed in accordance with the standards and specifications of the BOARD, as amended, and to the approval of the City Engineer. The SUBDIVIDER further agrees to pay for such inspection of work and improvements as may be required by the BOARD, and the performance of the work shall be further conditioned upon due compliance with all of the provisions of Article 7 of Chapter 1, and Sections 62.105 through 62.117, inclusive, of the Los Angeles Municipal Code, as amended.

SUBDIVISION IMPROVEMENT AGREEMENT AND CONTRACT

FOUR: In the event said work is required to be performed under Class "B" Permit as defined in Section 62.106 of the Municipal Code, the SUBDIVIDER hereby agrees to obtain said permit from the City Engineer, including payment of all necessary fees as required under the provisions of Sections 62.110 and 62.111 of said Code, prior to certification of the final map by the City Engineer.

FIVE: If the planting of street trees is required under the conditions of approval established by the Advisory Agency, the SUBDIVIDER shall install all required trees and shall pay all maintenance fees for each tree required to be planted by the SUBDIVIDER, in accordance with the maintenance fee schedule set forth in Section 62.176 of the Municipal Code. Said fees shall be paid to the Bureau of Engineering of the DEPARTMENT OF PUBLIC WORKS and shall be included in the permit fee deposit for the permit type determined by the Bureau of Engineering.

SIX: The SUBDIVIDER agrees to perform any changes or alterations required by the CITY in the construction and installation of the required improvements, provided that all such changes or alterations do not exceed ten (10) percent of the original estimated cost of such improvements; and the SUBDIVIDER further agrees; to install such devices for the abatement of erosion or flood hazard as may be required under the provisions of Section 61.02 of the Municipal Code; the costs of each of the above to be borne by the SUBDIVIDER.

SEVEN: The SUBDIVIDER expressly agrees to perform the above-mentioned work in a diligent and workmanlike manner so as to complete the construction and installation of all required public improvements on or before twenty-four (24) months from the date the final map is filed for record with the County Recorder, County of Los Angeles, State of California; or within any lawful extension of said term, or as otherwise provided by law. The SUBDIVIDER acknowledges that in the event any extension of term is granted, the City Engineer may impose additional conditions in accordance with Section 17.08G-3 of the Municipal Code.

EIGHT: The SUBDIVIDER agrees to warrant all work performed against any defective workmanship, or labor done, or defective materials furnished in the performance of the work required by this contract. The term of this warranty shall expire one year from the date of acceptance of the completed improvements by the City Engineer, all as required under Chapter 5 of Division 2 of Title 7 of the State of California Government Code, known as the "Subdivision Map Act," and as amended. The estimated amount sufficient for warranty is the sum of NONE.

NINE: The CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring from or to the works specified in this contract prior to the completion and acceptance of the same by the City Engineer; nor shall the CITY, nor any officer or employee thereof, be liable for any persons or property injured by reason of the nature of said work, or by reason of the acts or omissions of the SUBDIVIDER, his agents or employees, in the performance of said work; but all of said liabilities shall be assumed by the SUBDIVIDER. The SUBDIVIDER further agrees to protect, defend and hold harmless the CITY and its officers and employees from all loss, liability or claim because of, or arising out of, the acts or omissions of the SUBDIVIDER, or his agents and employees, in the performance of this contract, or arising out of the use of any patent or patented article in the construction of said work.

Continuation Sheet For:

SUBDIVISION IMPROVEMENT AGREEMENT AND CONTRACT

TEN: It is agreed that the SUBDIVIDER has filed or deposited with the CITY a good and sufficient IMPROVEMENT SECURITY in accordance with the provisions of Section 17.08G of the Municipal Code of the CITY, in an amount equal to or greater than the estimated cost of construction and installation of the required improvements and an amount sufficient to act as warranty for said improvements as defined in Article Eight hereof, together with reasonable attorney's fees which may be incurred by the CITY in enforcing the terms and conditions of this contract. IN ADDITION TO the Improvement Security, it is further agreed that the SUBDIVIDER has filed or deposited a good and sufficient PAYMENT SECURITY for labor and materials in an amount not less than fifty (50) percent of the amount of the Improvement Security, to secure the claims to which reference is made in Title 15, commencing with Section 3082, of Part 4 of Division 3 of the Civil Code of the State of California. If the sureties or security on either said Improvement Security or Payment Security, or both, in the opinion of the CITY become insufficient, in any respect, the SUBDIVIDER hereby agrees to furnish sufficient additional security within ten (10) days after receiving notice from the CITY that said extant securities are insufficient.

ELEVEN: It is further understood and agreed, that in the event it is deemed necessary to extend the time for the performance of the work contemplated to be done under this contract, such extensions of time may be granted by the City Engineer or by the BOARD, or both, either at their own option or upon request of the SUBDIVIDER, and such extensions shall in no way affect the validity of this contract, the Subdivision Cash or Negotiable Security Improvement and Warranty Performance Agreement executed in connection herewith or release the Surety on any Surety Bond or Bonds. Such extensions of time may be conditioned upon a construction schedule to be specified by the City Engineer, and/or a revision of the Improvement Security based on revised estimated improvement costs, and/or revision of the plans, profiles and specifications used for the construction and installation of the required improvements to comply with the standards and specifications of the BOARD in effect at the time such extension of time is granted.

TWELVE: The SUBDIVIDER further agrees to maintain the aforesaid Improvement and Payment Security in full force and effect, during the term of this contract, including any extensions of time as may be granted thereto.

THIRTEEN: If the SUBDIVIDER neglects, refuses or fails to prosecute the required work with such diligence as to insure its completion within the time specified herein, or within such extension of said time as may have been granted by the City Engineer or by the BOARD, or both, or if the SUBDIVIDER neglects, refuses or fails to perform satisfactorily any of the provisions of the improvement construction permit, plans and profiles, or specifications, or any other act required under this agreement and contract, the BOARD may declare this agreement and contract in default.

Immediately upon a declaration of default, the Subdivider and Surety shall be liable to City for the cost of construction and installation of the public improvements and for costs and reasonable expense and fees, including reasonable attorneys' fees incurred in enforcing this Agreement and Contract.

A notice of default shall be mailed to the SUBDIVIDER and any Surety and the Board shall cause a demand to be made for payment of any negotiable securities held as Improvement Securities in connection with this Agreement and Contract.

Continuation Sheet For:

SUBDIVISION IMPROVEMENT AGREEMENT AND CONTRACT

In the event of such default, the SUBDIVIDER hereby grants to the CITY and/or the Surety upon any Surety Bond, the irrevocable permission to enter upon the lands of the subject division of land for the purpose of completing the required improvements. The CITY reserves the right if it elects to do the work to exclude the SUBDIVIDER from the site in order to complete the required work either by CITY forces or by separate contract.

IN WITNESS WHEREOF, this instrument has been duly executed by the above named SUBDIVIDER on Jan. 28, 2013.

REZA SARAFZADEH AND SHORE BEHDIN, TRUSTEES OF THE Y.S. SARAFZADEH FAMILY TRUST

 _____
 _____

SEE INSTRUCTIONS FOR SIGNATURES AND ACKNOWLEDGMENTS ON "NOTICE TO CLASS B PERMIT AND BOND APPLICANTS" (FORM ENG. 3.693-REVISED)

District Design Office: **WEST LA**

Council District No.: **11**

Date Issued: **01/15/2013**

Location: **1715 S. ARMACOST AVE. SW/S SE/O IOWA AVE.**

SEE ATTACHED ACKNOWLEDGMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On Jan. 29th 2013 before me, Dorinda L. Everett, Notary Public

personally appeared Reza Sarafzadeh and

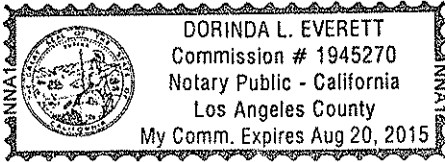
Shore Behdin

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Dorinda L. Everett
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

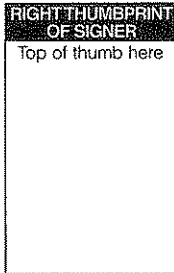
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

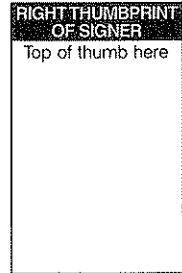
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

City of Los Angeles
DEPARTMENT OF PUBLIC WORKS
Office of the City Engineer

APPROVED FOR THE
CITY ENGINEER BY 387961S

WEST LA

BOND CONTROL

SURETY'S BOND NO.

District/Division Design Office
Council District No. 11
Date Issued: 01/15/2013

CA0130026

CAO-RISK MANAGEMENT NO.

2/11/13

SUBDIVISION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, **REZA SARAFZADEH AND SHORE BEHDIN, TRUSTEES OF THE Y.S. SARAFZADEH FAMILY TRUST**

as PRINCIPAL and Indemnity Company of California a corporation incorporated under the laws of the State of California and authorized by the laws of the State of California to execute bonds and undertakings as sole surety, as SURETY, are held and firmly bound unto the City of Los Angeles, in the JUST and FULL SUM of **TWENTY THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$20,500.00)** lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The CONDITION of the foregoing obligation is such that WHEREAS the PRINCIPAL has entered or is about to enter into a contract with the CITY, pursuant to the authority of an act of the Legislature of the State of California known as the "Subdivision Map Act" (Division 2, commencing with Section 66410, of Title 7 of the Government Code) and amendments thereto, for the construction and installation of certain public improvements in accordance with the terms and conditions stipulated in said contract, and WHEREAS, pursuant to said Code, the PRINCIPAL must give this PAYMENT BOND as a condition to the execution of said contract, and for approval by the CITY of that certain division of land known as:

PARCEL MAP NO. 2011-2086

NOW, THEREFORE, if said PRINCIPAL fails to pay the Contractor or his Subcontractors, or fails to pay persons renting equipment or furnishing labor or materials of any kind for the performance of said contract, or fails to pay amounts due under the Unemployment Insurance Act with respect to such work or labor, then said SURETY will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the CITY in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Continuation Sheet For:

SUBDIVISION LABOR AND MATERIAL PAYMENT BOND

IT IS EXPRESSLY STIPULATED AND AGREED that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns to any suit brought upon this bond.

SHOULD THE CONDITION of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

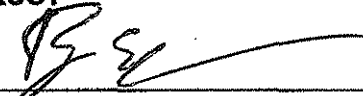
THE SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder, or to plans and specifications for the work to be performed, shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. The provisions of Section 2845 of the Civil Code are not a condition precedent to the SURETY's obligation hereunder and are hereby waived by the SURETY.

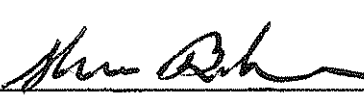
IN WITNESS WHEREOF, this instrument has been duly executed by the above named PRINCIPAL and SURETY on January 25, 20 13.

Principal Signatories

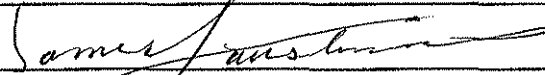
Principal Signatories

REZA SARAFZADEH AND SHORE BEHDIN, TRUSTEES OF THE Y.S. SARAFZADEH FAMILY TRUST

By: 
Reza Sarafzadeh, Trustee

By: 
Shore Behdin, Trustee

SURETY: Indemnity Company of California

By:  James Faustina (Attorney-in-Fact)

Surety's Address: 500 S. Kraemer Blvd, #300 Brea, CA 92821

SEE ATTACHED ACKNOWLEDGMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On Feb. 4th 2013 before me, Dorinda L. Everett, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Reza Sarafzadeh and
Name(s) of Signer(s)

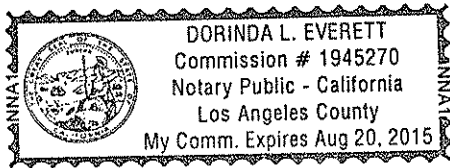
Shore Behdin

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Dorinda L. Everett
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

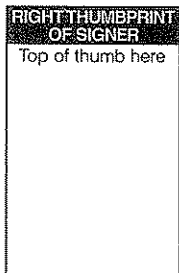
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

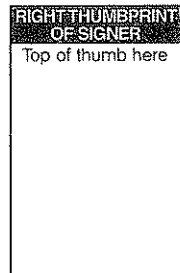
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Los Angeles

On January 25, 2013 before me, A. Weiss Faustina, Notary Public

personally appeared James Faustina



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature: A. Weiss Faustina

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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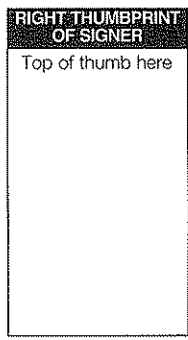
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

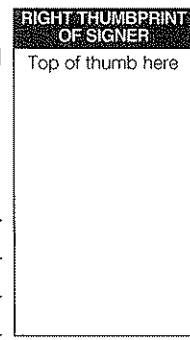
- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL MEN BY THESE PRESENTS, that as except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint: *****James Faustina*****

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that the chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Vice President and attested by their respective Assistant Secretary this January 1st, 2008.

By: *Stephen T. Pate*
Stephen T. Pate, Senior Vice President

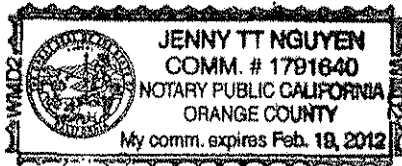
By: *Charles L. Day*
Charles L. Day, Assistant Secretary



State of California
County of Orange

On August 13th, 2008 before me, Jenny TT Nguyen, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Stephen T. Pate and Charles L. Day
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Jenny TT Nguyen*
Jenny TT Nguyen

CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 25th day of January, 2013

By: *Albert Hillebrand*
Albert Hillebrand, Assistant Secretary

City of Los Angeles
DEPARTMENT OF PUBLIC WORKS
Office of the City Engineer

APPROVED FOR THE
CITY ENGINEER BY

BOND CONTROL



387961S
SURETY'S BOND NO.

WEST LA

District/Division Design Office
Council District No. 11
Date Issued: 01/15/2013

CAO/30026
CAO-RISK MGMT. NO.
2/11/13

SUBDIVISION IMPROVEMENT AND WARRANTY PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, **REZA SARAFZADEH AND SHORE BEHDIN, TRUSTEES OF THE Y.S. SARAFZADEH FAMILY TRUST**

as PRINCIPAL and Indemnity Company of California a corporation incorporated under the laws of the State of California and authorized by the laws of the State of California to execute bonds and undertakings as sole surety, as SURETY, are held and firmly bound unto the City of Los Angeles, in the JUST and FULL SUM of **FORTY ONE THOUSAND AND NO/100 Dollars (\$41,000.00)** . lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The CONDITION of the foregoing obligation is such that WHEREAS the PRINCIPAL has entered or is about to enter into the annexed agreement with the CITY, pursuant to the authority of an act of the Legislature of the State of California known as the "Subdivision Map Act" (Division 2, commencing with Section 66410, of Title 7 of the Government Code) and amendments thereto, and pursuant to the provisions of Article 7 of Chapter 1, and Sections 62.105 through 62.117, inclusive, of the Municipal Code of the CITY, as amended, for the construction and installation of certain public improvements in accordance with the terms and conditions stipulated in said agreement, and is required by the CITY to give this bond in connection with the execution of said agreement as a contract for approval of that certain division of land known as:

PARCEL MAP NO. 2011-2086

NOW, THEREFORE, if the above bounden PRINCIPAL, his or its heirs, executors, administrators, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said annexed agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CITY, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

Continuation Sheet For:

SUBDIVISION IMPROVEMENT AND WARRANTY PERFORMANCE BOND

AS PART OF THE OBLIGATION SECURED HEREBY, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered therefor.

THE SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the annexed agreement, or to the work to be performed thereunder, or to the specifications accompanying the work to be performed, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said agreement, or to the work, or to the plans and specifications. The provisions of Section 2945 of the Civil Code are not a condition precedent to the Surety's obligation hereunder, and are hereby waived by the SURETY.

IN WITNESS WHEREOF, this instrument has been duly executed by the above named PRINCIPAL and SURETY on January 25, 20 13.

Principal Signatories

REZA SARAFZADEH AND SHORE BEHDIN, TRUSTEES OF THE Y.S. SARAFZADEH FAMILY TRUST

By: [Signature]
Reza Sarafzadeh, Trustee

By: [Signature]
Shore Behdin, Trustee

SURETY: Indemnity Company of California

By: [Signature] James Faustina (Attorney-in-Fact)

Surety's Address: 500 S. Kraemer Blvd, #300 Brea, CA 92821

SEE ATTACHED ACKNOWLEDGMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On Feb 4th 2013 before me, Dorinda L. Everett, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Reza Sarafzadeh And
Name(s) of Signer(s)

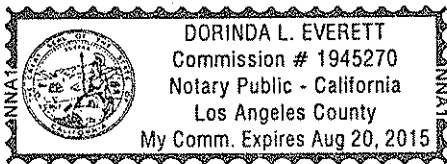
Shore Behdin

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Dorinda L. Everett
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

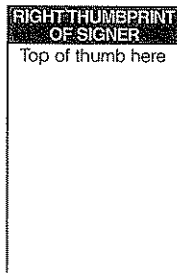
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

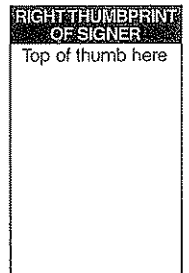
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

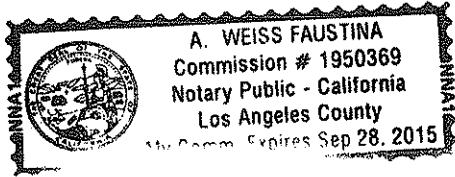
Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Los Angeles
On January 25, 2013 before me, A. Weiss Faustina, Notary Public
personally appeared James Faustina



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: A. Weiss Faustina
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:

Corporate Officer -- Title(s): Corporate Officer -- Title(s):

Individual Individual

Partner -- Limited General Partner -- Limited General

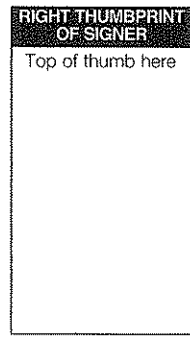
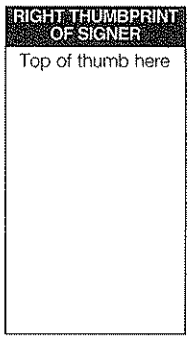
Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: Other:

Signer Is Representing: Signer Is Representing:



**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL MEN BY THESE PRESENTS, that as except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint: *****James Faustina*****

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that the chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Vice President and attested by their respective Assistant Secretary this January 1st, 2008.

By: *Stephen T. Pate*
Stephen T. Pate, Senior Vice President

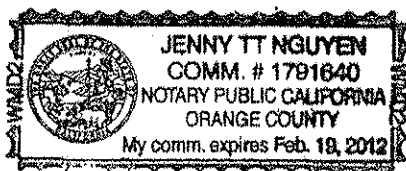
By: *Charles L. Day*
Charles L. Day, Assistant Secretary



State of California
County of Orange

On August 13th, 2008 before me, Jenny TT Nguyen, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Stephen T. Pate and Charles L. Day
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Jenny TT Nguyen*
Jenny TT Nguyen

CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 25th day of January 2013

By: *Albert Hillebrand*
Albert Hillebrand, Assistant Secretary

YS. SARAFZADEH FAMILY TRUST

Certification of Trust

(California Probate Code Section 18100.5)

Reza Sarafzadeh and Shore Behdin hereby present this Certification of Trust, in lieu of providing a copy of the trust instrument, to establish the existence and terms of the trust, as set forth below.

1. Creation of the Trust. The name of the trust is the YS. Sarafzadeh Family Trust (the "Trust"). The trust instrument creating the Trust (the "Trust Agreement") was executed on March 6, 2012, by Reza Sarafzadeh and Shore Behdin, as Settlers and as Trustees. The Trust continues in existence.

2. Trust Revocable. The Trust is revocable. The Settlers reserved the right to revoke, amend, or modify the trust instrument during their lifetimes. The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this Certification of Trust to be incorrect.

3. The Trustees. The initial trustees of the Trust were Reza Sarafzadeh and Shore Behdin. Reza Sarafzadeh and Shore Behdin (the "Trustees") are the currently serving and acting trustees of the Trust. This Certification of Trust is being signed by all of the currently serving and acting trustees of the Trust.

4. Powers of the Trustees. The Trustees have all the powers described below, all powers granted by law (including all the powers set forth in Probate Code §16220 et seq.), and all powers reasonably necessary to carry out their duties as Trustees to administer, manage, protect, and invest the trust estate.

(a) To Accept Property. The Trustees may accept or receive additions and contributions to the trust estate from either Settlor or any other person and hold the property in trust under the provisions of the Trust Agreement. If the Trustees receive property from another fiduciary and if the Trustees believe the action to be in the best interests of the trust estate, the Trustees are authorized to waive an accounting from the fiduciary, to approve his or her actions, to consent to his or her proposed actions, and to consent to his or her discharge.

(b) To Disclaim or Reject Property. The Trustees may renounce or otherwise disclaim all or any part of any interest in property passing to the trust, by gift or bequest, and any right, power, privilege, or discretion granted the Trustees under the Trust Agreement. The Trustees may reject any property or interest in property passing to the trust, including property that by reason of hazardous materials or substance the Trustees determine (after investigation at the expense of the trust) would be detrimental to the trust purpose.

(c) To Retain Property. The Trustees may retain trust property received at the inception of the trust or at any other time, from either Settlor or any other person until, in the judgment of the Trustees, disposition or distribution of the property should be made. The property may be retained even though the property is unproductive, is property in which a Trustee is personally interested or in which the Trustee owns an undivided interest personally or

as trustee of another trust, or there is known or later discovered to be hazardous materials or substances requiring remedial action pursuant to environmental laws. Notwithstanding Probate Code §§16048 and 16049, the Trustees shall have no duty to dispose of any part of the trust property included in the trust at the time of its creation, or later added to the trust by either Settlor or another person, that would not be a proper investment for the Trustees to make. The Trustees may, without liability, continue to hold that property. The Trustees may hold trust property in bearer form so that title may pass by delivery, or in the name of any one Trustee or a nominee without indication of any fiduciary capacity by the nominee. The Trustees may keep all or part of the trust property at any place within the United States or abroad. These provisions are subject to the limitations set forth in the article titled "The QTIP Trust" and the article titled "Marital Deduction Provisions."

(d) To Operate a Business. The Trustees may continue or participate in the operation of any business or other enterprise (including a partnership as a general or limited partner and a limited liability company as a member or a manager) that is part of the trust property for as long as the Trustees deem advisable, at the risk of the trust estate and not at the risk of the Trustees. The Trustees may incorporate, dissolve, or change the form of the organization of the business or enterprise, or operate it as a partnership or limited liability company, or in any other form. The profits and losses from any business or other enterprise shall be chargeable to and borne by the trust, and not the Trustees. A Trustee, as an individual, may continue to be a shareholder, director, officer, employee, member, manager or partner of any business or enterprise in which the trust holds any interest.

(e) To Invest and Reinvest Trust Property. The Trustees may invest and reinvest trust property (including income and principal) in any kind of property, whether real, personal, or mixed, including (1) real property (including leaseholds; royalty interests; interests in mines, oil and gas wells, timberlands, and other wasting assets), (2) intangible personal property (including common and preferred stock and all other kinds of securities (on margin or otherwise); investment company shares, mutual funds, index funds, common trust funds (including any common trust fund under the management of a corporate trustee) and other sole or collective business and investment vehicles; interests in partnerships (whether as a general or limited partner); commodities; governmental obligations of every kind; obligations of corporations or unincorporated associations; and patents, copyrights, trademarks, and other intangible rights), and (3) tangible personal property (including precious metals, works of art, and other collectibles). The Trustees are authorized to establish and maintain brokerage accounts, including margin accounts, for the purpose of purchasing, acquiring, possessing, pledging, hypothecating, selling and otherwise disposing of, and generally dealing in and with any of the foregoing types of investments.

(f) To Administer Securities. The Trustees may purchase, exchange, or sell stocks, bonds, futures contracts, and other securities, and puts, calls, straddles, and other options. The Trustees may maintain brokerage accounts, including margin and commodity accounts, and in connection with such accounts, may borrow, pledge securities, make short sales, and sell on margin or otherwise. With respect to all securities held by in the trust estate, the Trustees may exercise the rights, powers, and privileges, and responsibilities of an owner, including the right to vote; to give general or limited proxies; to pay calls, assessments, and other sums; to participate in voting trusts, pooling arrangements, foreclosures, reorganizations, consolidations, mergers,

and liquidations; to deposit securities with and transfer title to any protective or other committee; and to exchange, exercise, or sell stock subscription or conversion rights. The Trustees may also accept and retain as an investment any securities received through the exercise of any of the foregoing powers.

(g) To Conduct Banking Activities. The Trustees may establish financial accounts of any kind, including checking, money market, and savings accounts, with any bank, savings and loan association, credit union, brokerage firm, or other financial institution (including such accounts in the banking department of a Trustee that is a corporation or partnership). The Trustees may deposit trust funds into such accounts, withdraw funds from such accounts, and transfer funds among such accounts. The Trustees may designate in writing the persons, whether or not Trustees, who may conduct such banking activities, and the financial institutions may rely, without liability, on such designations.

(h) To Purchase and Sell Trust Property. The Trustees may buy, purchase, acquire, sell, convey, dispose of, exchange, or otherwise transfer any trust property, or any interest in property, for cash or on credit, at public or private sale, with or without notice, and for the prices and upon the terms as the Trustees determine. The Trustees may grant or acquire options and rights of first refusal involving the acquisition or disposition of any trust property.

(i) To Manage Trust Property. The Trustees may manage, control, divide, develop, improve, repair, exchange, partition, change the character of, or abandon trust property or any interest in trust property. The Trustees may enter into a lease for any purpose as lessor or lessee with or without the option to purchase or renew and for a term within or extending beyond the term of the trust. The Trustees may amend or extend existing leases. The Trustees may also demolish or remove buildings or other improvements on trust property.

(j) To Borrow Money and Encumber Trust Property. The Trustees may borrow money for any trust purpose from any person upon such terms and conditions as may be determined by the Trustees, and obligate the trust to make repayment from trust property. The Settlor or the Trustees may loan or advance funds to the trust, and the loans or advances together with the interest charged shall be treated as a first lien on the trust estate until repaid. The Trustees may also encumber, mortgage, or pledge trust property for a term within or extending beyond the term of the trust in connection with the exercise of any power vested in the Trustees, or to create restrictions, easements, or other servitudes on trust property.

(k) Providing Guarantees. The Trustees may guarantee any indebtedness incurred by either Settlor, or by any entity owned directly or indirectly by either Settlor or by the trust, as the Settlor may direct.

(l) To Make Loans. The Trustees may loan or advance trust property of any kind (including money) for any trust purpose to any person on terms and conditions as determined by the Trustees, subject to limitations stated in the Trust Agreement. The Trustees may make loans out of trust property to the current beneficiary on terms and conditions that the Trustees determine are fair and reasonable under the circumstances, and guarantee loans to the current beneficiary by encumbrances on trust property.

(m) **To Purchase Liability Insurance.** The Trustees may purchase and pay the premiums on policies to insure the property of the trust estate against damage or loss and to insure the Trustees against liability with respect to third persons. The Trustees shall not be liable for any omission to purchase any type or amount of insurance. The premiums shall be a proper expense to be charged against the trust.

(n) **To Purchase and Administer Life Insurance.** The Trustees may purchase, own, and pay the premiums on life insurance on the life of either Settlor, and collect the proceeds of life insurance policies payable to the trust. The Trustees shall have the power to compromise, arbitrate, or otherwise adjust any claim, dispute, or controversy arising under any policy payable to the trust and shall have authority to initiate, defend, settle, and compromise any legal proceeding necessary in the Trustees' discretion to collect the proceeds of any policy. The Trustees' receipt to any insurer shall be a sufficient release of the insurer. The insurer shall not be under any duty to inquire concerning the Trustees' application of the policy proceeds.

(o) **To Pay, Contest, and Settle Claims.** The Trustees may pay or contest any claim; settle a claim by or against the trust by compromise, arbitration, or otherwise; and release, in whole or in part, any claim belonging to the trust.

(p) **To Litigate.** In accordance with their duties to enforce claims and defend actions as set forth in Probate Code §§16010 and 16011, the Trustees may prosecute or defend actions, claims, or proceedings for the protection of the trust estate and the Trustees in the performance of their duties.

(q) **To Deal with Environmental Hazards.** The Trustees may deal with matters involving the actual or threatened contamination of trust assets (whether real or personal) by hazardous substances, or involving compliance with environmental laws and regulations, including conducting environmental assessments, audits, and site monitoring, and taking remedial action (whether or not required by governmental authorities) to contain, clean up, or remove any environmental hazard.

(r) **To Pay and Allocate Trust Expenses.** The Trustees may pay taxes and other assessments imposed on the trust estate or trust income; reasonable compensation of the Trustees and of the employees and agents of the trust; and other expenses incurred in the collection, care, management, administration, and protection of the trust estate. In allocating the payment of expenses, the Trustees shall have the power to determine which expenses are chargeable to income or principal or partly to each. The Trustees are authorized, but not directed, to allocate and charge post-death expenses incurred in the administration of the trusts or sub-trusts to post-death income. In particular, all expenses of administration claimed as income tax deductions may be entirely allocated to and charged against post-death income. In making these determinations, the Trustees shall be guided by the principles set forth in the California Uniform Principal and Income Act, but their final determination shall be binding.

(s) **To Hire and Employ Persons.** The Trustees may hire and employ persons (including individuals, corporations, partnerships, associations, and other companies), including accountants, attorneys, auditors, investment advisers, appraisers, or other agents or experts, even if they are associated or affiliated with a Trustee, to advise or assist the Trustees in

the performance of their duties and obligations. The Trustees may grant discretionary authority to such persons, but may not delegate either the administration of the trust or acts that are not delegable except as expressly provided in the Trust Agreement.

(t) To Maintain Custody. The Trustees may keep any or all of the trust property at any place in California or elsewhere, within the United States or abroad, or with a depository or custodian at those places. If no bank or trust company is acting as sole or a Cotrustee, the Trustees are authorized to appoint a bank or trust company as custodian for securities and any other trust assets. Any appointment shall terminate when a bank or trust company begins to serve as sole or as a Cotrustee under the Trust Agreement. The custodian shall keep the deposited property; collect and receive the income and principal; and hold, invest, disburse, or otherwise dispose of the property or its proceeds (specifically including selling and purchasing securities and delivering securities sold and receiving securities purchased) upon the order of the Trustees. The custodian shall not be liable to any person interested in the trust for any action taken pursuant to the order or instructions of the Trustees or their authorized agents.

(u) To Use a Nominee. The Trustees may hold securities or other property of the trust estate in the names of the Trustees, in the name of a nominee, or in street name accounts with brokers, or in the name of a custodian (or its nominees) selected by the Trustees, with or without disclosure of this Trust Agreement. The Trustees shall be responsible for the acts of such custodian, broker, or nominee affecting such property. The Trustees may also acquire and retain securities in unregistered form so that ownership passes by delivery.

(v) To Execute and Deliver Instruments. The Trustees may execute and deliver all documents and instruments (including checks withdrawing or disbursing trust funds, stock powers, deeds and other conveyances, receipts, releases, contracts, and other agreements and transfer documents) which are needed to accomplish or facilitate the exercise of the powers vested in the Trustees, and to disclose the provisions of the Trust Agreement whenever in the Trustees' discretion disclosure is appropriate.

(w) Other Powers.

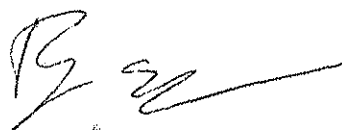
- (1) The Trustees may invest in obligations of the United States Government as authorized in Probate Code §16224.
- (2) The Trustees may deposit trust funds at reasonable interest in any of the accounts listed in Probate Code §16225, whether or not the account is insured by a government agency or collateralized. The accounts may be maintained in the name of any one of the Trustees or in the name of a nominee.
- (3) The Trustees may make repairs, alterations, and improvements, and perform the other acts affecting trust property as authorized in Probate Code §16229.
- (4) The Trustees may develop land in the ways authorized in Probate Code §16230.

- (5) The Trustees may enter into leases and other arrangements regarding minerals as authorized in Probate Code §16232.
- (6) The Trustees may grant or take options as authorized in Probate Code §16233.
- (7) The Trustees may exercise the powers granted in Probate Code §16234 (voting rights), Probate Code §16235 (payment of calls and assessments), Probate Code §16236 (stock subscriptions and conversions), and Probate Code §16237 (consent to change in form of business and participation in voting trusts).
- (8) The Trustees may hold securities as authorized in Probate Code §16238, and deposit securities in a securities depository as authorized in Probate Code §16239.

5. Signature Authority. The Trustees act by majority vote. Further, a majority of the Trustees have the power, acting together, to sign all documents exercising the powers of the Trustees, or to delegate, in writing, to one Trustee the authority to sign all documents exercising the powers of the Trustees. Under the Trust Agreement, no person other than a majority of the Trustees is required or needed to sign such documents for them to be effective as to the Trust.

6. Reliance by Third Parties. This Certification contains a true and correct representation of the terms of the Trust. All third parties dealing with the Trustees may rely on this Certification as a true statement of the provisions of the Trust as of the date this Certification is presented to the third party (regardless of the date of execution of this Certification), unless the third party has actual knowledge that the representations contained in this Certification are incorrect. A third party who acts in reliance upon this Certification of Trust without actual knowledge that the representations contained herein are incorrect is not liable to any person for so acting.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on March 6, 2012, at Long Beach, California.



Reza Sarafzadeh



Shore Behdin

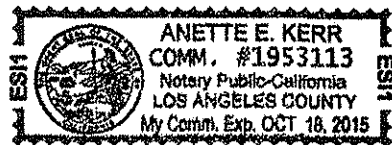
STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

On March 6, 2012, before me, Anette E. Kerr, Notary Public, personally appeared Reza Sarafzadeh and Shore Behdin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Anette E. Kerr

(Seal)

DEPARTMENT OF
CITY PLANNING
200 N. SPRING STREET, ROOM 525
LOS ANGELES, CA 90012-4801
AND
6262 VAN NUY BLVD., SUITE 351
VAN NUY, CA 91401

CITY PLANNING COMMISSION

WILLIAM ROSCHEN
PRESIDENT
REGINA M. FREER
VICE-PRESIDENT
SEAN D. BURTON
DIEGO CARDOSO
GEORGE HOVAGUIMIAN
JUSTIN KIM
ROBERT LESSIN
BARBARA ROMERO
MICHAEL K. WOO
JAMES WILLIAMS
COMMISSION EXECUTIVE ASSISTANT II
(213) 978-1300

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

EXECUTIVE OFFICES

MICHAEL J. LOGRANDE
DIRECTOR
(213) 978-1271

ALAN BELL, AICP
DEPUTY DIRECTOR
(213) 978-1272

EVA YUAN-MCDANIEL
DEPUTY DIRECTOR
(213) 978-1273

VACANT
DEPUTY DIRECTOR
(213) 978-1274

FAX: (213) 978-1275

INFORMATION
www.planning.lacity.org

Decision Date: January 31, 2012

Appeal Period Ends: February 15, 2012

Reza Sarafzadeh (A/O)
Gold One, Inc.
24942 Vista Verenda
Woodland Hills, CA 91367

Ronald Cargill (R)
Cargill Planning
1481 Paradise Island Lane
Banning, CA 92220

Case No. AA-2011-2086-PMLA-CN
(Adjustment per Section 17.53 J)
Related Case: None
Address: 1715 S. Armacost Avenue
Planning Area: West Los Angeles
Zone : RD1.5-1
D. M. : 126B149
C. D. : 11
CEQA : ENV-2011-2087-MND
Legal Description: Lot 5, Tract 8375

In accordance with provisions of Section 17.53 of the Los Angeles Municipal Code, the Advisory Agency approved Mitigated Negative Declaration ENV-2011-2087-MND as the environmental clearance and Approve Parcel Map AA-2011-2086-PMLA-CN for a maximum four-unit condominium as shown on map stamp-dated August 31, 2011. This unit density is based on the RD1.5 Zone and subject to the following conditions. The subdivider is hereby advised that the Municipal Code may not permit this maximum approved density. Therefore, verification should be obtained from the Department of Building and Safety which shall legally interpret the Zoning Code as it applies to this particular property.

The Advisory Agency also approved, pursuant to Section 17.53 J of the Los Angeles Municipal Code (LAMC), an Adjustment to permit a 20% reduced side yard setbacks of 3-feet, 8-inches, in-lieu of 4-feet, 6-inches, side yard required for a 45-foot wide lot located in the RD1.5-1 Zone and to permit a reduced 8-foot wide passageway in-lieu of the required 10-foot wide passageway along the southerly property line.

NOTE on clearing conditions: When two or more **agencies** must clear a condition, subdivider should follow the sequence indicated in the condition. For the benefit of the applicant, subdivider shall maintain record of all conditions cleared, including all material supporting clearances and be prepared to present copies of the clearances to each reviewing agency as may be required by its staff at the time of its review. A copy of the first page of this grant and all conditions and/or any subsequent appeal of this grant and its resultant conditions and/or letters of clarification shall be printed on the building plans submitted to the Department of Building and Safety for purposes of having a building permit issued.

The Advisory Agency's approval is subject to the following conditions.

BUREAU OF ENGINEERING

1. That a 2.5-foot wide strip of land be dedicated along the alley adjoining the subdivision to complete a 17.5-foot wide total alley dedication.
2. That the following improvements be either constructed prior to recordation of the final map or that the construction be suitably guaranteed:
 - a. Improve Armacost Avenue adjoining the subdivision by the reconstruction of the existing 5-foot concrete sidewalk adjacent to the property line, construct standard integral concrete curb and gutter; repair any broken roadway pavement; plant trees with root barriers and landscaping of the parkway, including any necessary removal and reconstruction of the existing improvements.
 - b. Improve the alley being dedicated and adjoining the subdivision by the construction of a 2-foot longitudinal concrete gutter and suitable surfacing to complete a 17.5-foot wide alley, together with any necessary removal and reconstruction of the existing improvements.
 - c. Construct the necessary house connection in Armacost Avenue to serve the subdivision, or evaluate the efficiency of the existing house connection.

DEPARTMENT OF BUILDING AND SAFETY, ZONING DIVISION

3. That prior to recordation of the final map, the Department of Building and Safety, Zoning Division shall certify that no Building or Zoning Code violations exist on the subject site. In addition, the following items shall be satisfied:
 - a. Show all street/alley dedication(s) as required by Bureau of Engineering and provide net lot area after all dedication. "Area" requirements shall be *rechecked as per net lot area after street/alley dedication*. Front and side yard requirements shall be required to comply with current code as measured from new property lines after dedication(s).

- b. **Note to City Zoning Engineer and Plan Check.** The Advisory Agency has approved the following variations from the Los Angeles Municipal Code as it applies to this subdivision and the proposed development on the site:

Approved Variations as follows:

- i. Yard adjustment to permit 20% reduced side yard setbacks of 3-foot, eight-inches in-lieu of 4-foot, 6-inches side yard required for a 45-foot wide lot located in the RD1.5-1 Zone;
- ii. Yard adjustment to permit a reduced 8-foot wide passageway in-lieu of the required 10-foot wide passageway along the southerly property line..

***NOTE TO PLAN CHECKER AND ZONING ENGINEER'S OFFICE:** Pursuant to Section 12.23-E of the Municipal Code and ZA 93-0228 (ZAI) issued February 22, 1993, the Advisory Agency has determined no additional approvals for substandard minimum lot width or substandard minimum lot area is required.

DEPARTMENT OF RECREATION AND PARKS

4. That the Quimby fee be based on the RD1.5 Zone.

DEPARTMENT OF WATER AND POWER

5. Reports that this Parcel can be supplied with water from the municipal system subject to Los Angeles Department of Water and Power's (LADWP) Water System Rules and upon payment of regular service connection charges. All required water mains have been installed.

BUREAU OF STREET LIGHTING

6. Prior to the recordation of the final map or issuance of the Certificate of Occupancy (C of O), street lighting improvement plans shall be submitted for review and the owner shall provide a good faith effort via a ballot process for the formation or annexation of the property within the boundary of the development into a Street Lighting Maintenance Assessment District.
7. Construct new street light: one (1) on Armacost Ave.

DEPARTMENT OF CITY PLANNING-SITE SPECIFIC CONDITIONS

8. Prior to the recordation of the final map, the subdivider shall prepare and execute a Covenant and Agreement (Planning Department General Form CP-6770) in a

manner satisfactory to the Planning Department, binding the subdivider and all successors to the following:

- a. **Use.** Limit the proposed development to a maximum of four-units.
- b. **Parking.** That a minimum of two (2) parking spaces per dwelling unit shall be provided together with one quarter guest parking space, for a minimum of nine (9) on-site parking spaces. All exterior parking area lighting shall be shielded and directed onto the site.

Guest Parking. The guest parking spaces shall be easily accessible, specifically reserved for guest parking, and posted and maintained satisfactory to the Department of Building and Safety. If the guest parking space is gated, a voice response system shall be installed at the gate. Directions to guest parking spaces shall be clearly posted. Tandem parking spaces shall not be used for guest parking.

- c. **Landscape Plans.** That a landscape plan, prepared by a licensed landscape architect, be submitted to and approved by the Advisory Agency in accordance with CP-6730 prior to obtaining any permit. The landscape plan shall identify tree replacement on a 1:1 basis by a minimum of 24-inch box trees for the unavoidable loss of desirable trees on the site. **Failure to comply with this condition as written shall require the filing of a modification to this parcel map in order to clear the condition.**

In the event the subdivider decides not to request a permit before the recordation of the final map, the following statement shall appear on the plan and be recorded as a covenant and agreement satisfactory to the Advisory Agency guaranteeing that:

- i. The planting and irrigation system shall be completed by the developer/builder prior to the close of escrow of 50 percent of the units of the project or phase.
- ii. Sixty days after landscape and irrigation installation, the landscape professional shall submit to the homeowners/property owners association a Certificate of Substantial Completion (Sec. 12.40 G LAMC.)
- iii. The developer/builder shall maintain the landscaping and irrigation for 60 days after completion of the landscape and irrigation installation.
- iv. The developer/builder shall guarantee all trees and irrigation for a period of six months and all other plants for a period of 60 days after landscape and irrigation installation.

- d. **Plans.** Prior to the issuance of building permits, detailed development plans, including a project design plan shall be prepared consistent with the West Los Angeles Community Plan.
- e. **Parcel Map Conditions on Building Plans.** In order to expedite the development, the applicant may apply for a building permit for an apartment building. However, prior to issuance of a building permit for apartments, the registered civil engineer, architect or licensed land surveyor shall certify in a letter to the Advisory Agency that all applicable parcel map conditions affecting the physical design of the building and or site have been included into the building plans. Such letter is sufficient to clear this condition. In addition, all of the applicable parcel map conditions shall be stated in full on the building plans and a copy of the plans shall be reviewed and approved by the Advisory Agency prior to submittal to the Department of Building and Safety for a building permit.

Alternatively, if a building permit for apartments shall not be requested, the project civil engineer, architect or licensed land surveyor must certify in a letter to the Advisory Agency that the applicant shall not request a permit for apartments and intends to acquire a building permit for a condominium building (s). Such letter is sufficient to clear this condition.

- f. **Fence.** That prior to issuance of a certificate of occupancy, a minimum 6-foot-high slumpstone or decorative masonry wall may be constructed adjacent to neighboring residences, if no such wall already exists, except in required front yard. The wall may be covered with clinging vines or screened by vegetation capable of spreading over the entire wall.
- g. **Solar Report.** That a solar access report shall be submitted to the satisfaction of the Advisory Agency prior to obtaining a grading permit.
- h. **Energy Conservation.** That the subdivider consider the use of natural gas and/or solar energy and consult with the Department of Water and Power and Southern California Gas Company regarding feasible energy conservation measures.
- i. **Air Filtration.** An air filtration system shall be installed and maintained with filters meeting or exceeding the ASHRAE Standard 52.2 Minimum Efficiency Reporting Value (MERV) of 11, to the satisfaction of the Department of Building and Safety.
- j. **Indemnification.** Upon the effective date of this conditional approval, the applicant shall defend, indemnify and hold harmless the City, its agents, officers, or employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul this

approval which action is brought within the applicable limitation period. The City shall promptly notify the applicant of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim action or proceeding, or if the City fails to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City.

9. That the subdivider shall record and execute a Covenant and Agreement to comply with the **West Los Angeles Transportation Improvement and Mitigation Specific Plan** prior to the issuance of a building permit, grading permit and the recordation of the final tract map.
10. That prior to recordation of the final map the subdivider shall prepare and execute a Covenant and Agreement (Planning Department General Form CP-6770 and Exhibit CP-6770. M) in a manner satisfactory to the Planning Department requiring the subdivider to identify (a) mitigation monitor(s) who shall provide periodic status reports on the implementation of mitigation items required by **Condition Nos. 8, 9, 11, and 12.** of the Parcel Map approval satisfactory to the Advisory Agency. The mitigation monitor(s) shall be identified as to their areas of responsibility, and phase of intervention (pre-construction, construction, post construction/maintenance) to ensure continued implementation of the above mentioned mitigation items.
11. Prior to recordation of the final map, a Covenant and Agreement be recorded satisfactory to the Advisory Agency, binding the subdivider and all successors to all the environmental mitigation measures stated in the related ENV-2011-2087-MND:

Aesthetics

- MM-1. All open areas not used for buildings, driveways, parking areas, recreational facilities or walks shall be attractively landscaped and maintained in accordance with a landscape plan and an automatic irrigation plan, prepared by a Landscape Practitioner (Sec. 12.40-D) and to the satisfaction of the decision maker.
- MM-2. Outdoor lighting shall be designed and installed with shielding, such that the light source cannot be seen from adjacent residential properties or the public right-of-way.

Biology Resources

- MM-3. Prior to the issuance of any permit, a plot plan shall be prepared indicating the location, size, type, and general condition of all existing trees on the site and within the adjacent public right(s)-of-way.

- MM-4. All significant (8-inch or greater trunk diameter, or cumulative trunk diameter if multi-trunked, as measured 54 inches above the ground) non-protected trees on the site proposed for removal shall be replaced at a 1:1 ratio with a minimum 24-inch box tree. Net, new trees, located within the parkway of the adjacent public right(s)-of-way, may be counted toward replacement tree requirements.
- MM-5. Removal or planting of any tree in the public right-of-way requires approval of the Board of Public Works. Contact Urban Forestry Division at: 213-847-3077. All trees in the public right-of-way shall be provided per the current standards of the Urban Forestry Division the Department of Public Works, Bureau of Street Services.

Geology and Soils

- MM-6. The design and construction of the project shall conform to the California Building Code seismic standards as approved by the Department of Building and Safety.

Green House Gas Emissions

- MM-7. Install a demand (tankless or instantaneous) water heater system sufficient to serve the anticipated needs of the dwelling(s).
- MM-8. Only low- and non-VOC-containing paints, sealants, adhesives, and solvents shall be utilized in the construction of the project.

Hazards & Hazardous Materials

- MM-9. **(Asbestos)** Prior to the issuance of any permit for the demolition or alteration of the existing structure(s), the applicant shall provide a letter to the Department of Building and Safety from a qualified asbestos abatement consultant indicating that no Asbestos-Containing Materials (ACM) are present in the building. If ACMs are found to be present, it will need to be abated in compliance with the South Coast Air Quality Management District's Rule 1403 as well as all other applicable State and Federal rules and regulations.
- MM-10. **(Lead Paint)** Prior to issuance of any permit for the demolition or alteration of the existing structure(s), a lead-based paint survey shall be performed to the written satisfaction of the Department of Building and Safety. Should lead-based paint materials be identified, standard handling and disposal practices shall be implemented pursuant to OSHA regulations.

Recreation

MM-11. **(Subdivision)** Pursuant to Section 17.12-A or 17.58 of the Los Angeles Municipal Code, the applicant shall pay the applicable Quimby fees for the construction of dwelling units.

Utilities and Service Systems

MM-12. The project shall comply with Ordinance No. 170,978 (Water Management Ordinance), which imposes numerous water conservation measures in landscape, installation, and maintenance (e.g. use drip irrigation and soak hoses in-lieu of sprinklers to lower the amount of water lost to evaporation and overspray, set automatic sprinkler systems to irrigate during the early morning or evening hours to minimize water loss due to evaporation, and water less in the cooler months and during the rainy season).

MM-13. In addition to the requirements of the Landscape Ordinance, the landscape plan shall incorporate the following:

- a. Weather-based irrigation controller with rain shutoff;
- b. Matched precipitation (flow) rates for sprinkler heads;
- c. Drip/microspray/subsurface irrigation where appropriate;
- d. Minimum irrigation system distribution uniformity of 75 percent;
- e. Proper hydro-zoning, turf minimization and use of native/drought tolerant plan materials;
- f. Use of landscape contouring to minimize precipitation runoff; and
- g. A separate water meter (or submeter), flow sensor, and master valve shutoff shall be installed for existing and expanded irrigated landscape areas totaling 5,000 sf. and greater.

MM-14. If conditions dictate, the Department of Water and Power may postpone new water connections for this project until water supply capacity is adequate.

MM-15. Install high-efficiency toilets (maximum 1.28 gpf), including dual-flush water closets, and high-efficiency urinals (maximum 0.5 gpf), including no-flush or waterless urinals, in all restrooms as appropriate.

- MM-16. Install restroom faucets with a maximum flow rate of 1.5 gallons per minute.
- MM-17. A separate water meter (or submeter), flow sensor, and master valve shutoff shall be installed for all landscape irrigation uses.
- MM-18. Single-pass cooling equipment shall be strictly prohibited from use. Prohibition of such equipment shall be indicated on the building plans and incorporated into tenant lease agreements. (Single-pass cooling refers to the use of potable water to extract heat from process equipment, e.g. vacuum pump, ice machines, by passing the water through equipment and discharging the heated water to the sanitary wastewater system.)
- MM-19. Install no more than one showerhead per shower stall, having a flow rate no greater than 2.0 gallons per minute.
- MM-20. Install and utilize only high-efficiency clothes washers (water factor of 6.0 or less) in the project, if proposed to be provided in either individual units and/or in a common laundry room(s). If such appliance is to be furnished by a tenant, this requirement shall be incorporated into the lease agreement, and the applicant shall be responsible for ensuring compliance.
- MM-21. Install and utilize only high-efficiency Energy Star-rated dishwashers in the project, if proposed to be provided. If such appliance is to be furnished by a tenant, this requirement shall be incorporated into the lease agreement, and the applicant shall be responsible for ensuring compliance.
- MM-22. **(Operational)** Recycling bins shall be provided at appropriate locations to promote recycling of paper, metal, glass, and other recyclable material. These bins shall be emptied and recycled accordingly as a part of the project's regular solid waste disposal program.
- MM-23. **(Construction/Demolition)** Prior to the issuance of any demolition or construction permit, the applicant shall provide a copy of the receipt or contract from a waste disposal company providing services to the project, specifying recycled waste service(s), to the satisfaction of the Department of Building and Safety. The demolition and construction contractor(s) shall only contract for waste disposal services with a company that recycles demolition and/or construction-related wastes.
- MM-24. **(Construction/Demolition)** To facilitate on-site separation and recycling of demolition- and construction-related wastes, the contractor(s) shall provide temporary waste separation bins on-site

during demolition and construction. These bins shall be emptied and the contents recycled accordingly as a part of the project's regular solid waste disposal program.

- MM-25. All waste shall be disposed of properly. Use appropriately labeled recycling bins to recycle demolition and construction materials including: solvents, water-based paints, vehicle fluids, broken asphalt and concrete, bricks, metals, wood, and vegetation. Non recyclable materials/wastes shall be taken to an appropriate landfill. Toxic wastes must be discarded at a licensed regulated disposal site.

- 12. Construction Mitigation Conditions** - Prior to the issuance of a grading or building permit, or the recordation of the final map, the subdivider shall prepare and execute a Covenant and Agreement (Planning Department General Form CP-6770) in a manner satisfactory to the Planning Department, binding the subdivider and all successors to the following:

Air Quality

- CM-1. All unpaved demolition and construction areas shall be wetted at least twice daily during excavation and construction, and temporary dust covers shall be used to reduce dust emissions and meet SCAQMD District Rule 403. Wetting could reduce fugitive dust by as much as 50 percent.
- CM-2. The owner or contractor shall keep the construction area sufficiently dampened to control dust caused by construction and hauling, and at all times provide reasonable control of dust caused by wind.
- CM-3. All loads shall be secured by trimming, watering or other appropriate means to prevent spillage and dust.
- CM-4. All materials transported off-site shall be either sufficiently watered or securely covered to prevent excessive amount of dust.
- CM-5. All clearing, earth moving, or excavation activities shall be discontinued during periods of high winds (i.e., greater than 15 mph), so as to prevent excessive amounts of dust.
- CM-6. General contractors shall maintain and operate construction equipment so as to minimize exhaust emissions.
- CM-7. Trucks having no current hauling activity shall not idle but be turned off.

Noise

- CM-8. The project shall comply with the City of Los Angeles Noise Ordinance No. 144,331 and 161,574, and any subsequent ordinances, which prohibit the emission or creation of noise beyond certain levels at adjacent uses unless technically infeasible.
- CM-9. Construction and demolition shall be restricted to the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, and 8:00 a.m. to 6:00 p.m. on Saturday.
- CM-10. Construction and demolition activities shall be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels.
- CM-11. The project contractor shall use power construction equipment with state-of-the-art noise shielding and muffling devices.
- CM-12. The project sponsor must comply with the Noise Insulation Standards of Title 24 of the California Code Regulations, which insure an acceptable interior noise environment.

Grading

- CM-12. Excavation and grading activities shall be scheduled during dry weather periods. If grading occurs during the rainy season (October 15 through April 1), construct diversion dikes to channel runoff around the site. Line channels with grass or roughened pavement to reduce runoff velocity.
- CM-13. Incorporate appropriate erosion control and drainage devices to the satisfaction of the Building and Safety Department shall be incorporated, such as interceptor terraces, berms, vee-channels, and inlet and outlet structures, as specified by Section 91.7013 of the Building Code, including planting fast-growing annual and perennial grasses in areas where construction is not immediately planned. These shall shield and bind the soil.
- CM-14. Stockpiles and excavated soil shall be covered with secured tarps or plastic sheeting.

General Construction

- CM-15. Cover and maintain dumpsters. Place uncovered dumpsters under a roof or cover with tarps or plastic sheeting.

- CM-16. Use gravel approaches where truck traffic is frequent to reduce soil compaction and limit the tracking of sediment into streets.
- CM-17. Conduct all vehicle/equipment maintenance, repair, and washing away from storm drains. All major repairs are to be conducted off-site. Use drip pans or drop clothes to catch drips and spills.
- CM-18. The applicant shall provide a staked signage at the site with a minimum of 3-inch lettering containing contact information for the Senior Street Use Inspector (Department of Public Works), the Senior Grading Inspector (LADBS) and the hauling or general contractor.

FINDINGS OF FACT

FINDINGS OF FACT (CEQA)

The Environmental Review Section of the Planning Department issued on October 19, 2011, the proposed project Mitigated Negative Declaration No. ENV-2011-2087-MND. The Advisory Agency certifies that Mitigated Negative Declaration No. ENV-2011-2087-MND, reflects the independent judgment of the lead agency, and determined this project, when mitigated, would not have a significant effect upon the environment.

The Department found that potential impacts could result from:

- Aesthetics (visual character, light);
- Air Quality (construction, operational);
- Biology Resources (tree removal);
- Geology and Soils (construction, seismic);
- Green House Gas Emissions
- Hazards & Hazardous Materials (lead, asbestos);
- Recreation (parks);
- Utilities and Service Systems (solid waste).

The Advisory Agency, to mitigate the above impacts, required **Condition Nos. 8, 9, 11, and 12**, as conditions of approval for the Parcel Map and determined the project would not have a significant impact upon the environment. Other identified potential impacts not mitigated by these conditions are subject to existing City ordinances (Sewer Ordinance, Grading Ordinance, Flood Plain Management Specific Plan, Xeriscape Ordinance, Stormwater Ordinance, etc.) which are specifically intended to mitigate such impacts on all projects.

Per Section 21081.6 of the Public Resources Code, the Advisory Agency has assured that the above identified mitigation measures shall be implemented by requiring reporting and monitoring as specified in **Condition No. 10**.

The National Flood Insurance Program rate maps, which are a part of the Specific Plan for the Management of Flood Hazards adopted by the City Council (see Section 5 of Ordinance 172,081), have been reviewed and it has been determined that this project is located in areas of minimal flooding.

FINDINGS OF FACT (SUBDIVISION MAP ACT)

In connection with the approval of Parcel Map No. AA-2011-2086-PMLA-CN, the Advisory Agency of the City of Los Angeles, pursuant to Sections 66474 of the State of California Government Code (the Subdivision Map Act), makes the prescribed findings as follows:

(a) **PROPOSED MAP IS CONSISTENT WITH APPLICABLE GENERAL AND SPECIFIC PLANS.**

The adopted West Los Angeles Community Plan designates the subject property for Low Medium II Residential land use with corresponding zones of RD1.5, RD2, RW2, RZ2.5. The property is located in the West Los Angeles Transportation Improvement and Mitigation Specific Plan. The proposed development of a 4-unit residential condominium is allowable under the current adopted zone and the land use designation. The project will provide much needed new home ownership opportunities for the Community Plan area.

The site is not subject to the Specific Plan for the Management of Flood Hazards (floodways, floodplains, mud prone areas, coastal high-hazard and flood-related erosion hazard areas). The project conform with both the specific provisions and the intent of the Specific Plan for the Management of Flood Hazards (Section 5 of Ordinance No. 172,081). Therefore, as conditioned, the proposed parcel map is consistent with the intent and purpose of the applicable General and Specific Plans.

(b) **THE DESIGN AND IMPROVEMENT OF THE PROPOSED SUBDIVISION ARE CONSISTENT WITH APPLICABLE GENERAL AND SPECIFIC PLANS.**

Armacost Avenue is a designated Local Street dedicated to a 60-foot width at the project's street frontage. As conditioned the design and improvements of the proposed project are consistent with the applicable General and Specific Plans. A 2.5-foot wide strip of land is required by the Bureau of Engineering to be dedicated along the alley adjoining the subdivision to complete a 17.5-foot wide total alley dedication and improvements. And the following improvements be either constructed prior to recordation of the final map or that the construction be suitably guaranteed:

- a. Improve Armacost Avenue adjoining the subdivision by the reconstruction of the existing 5-foot concrete sidewalk adjacent to the property line, construct standard integral concrete curb and

gutter; repair any broken roadway pavement; plant trees with root barriers and landscaping of the parkway, including any necessary removal and reconstruction of the existing improvements.

b. Improve the alley being dedicated and adjoining the subdivision by the construction of a 2-foot longitudinal concrete gutter and suitable surfacing to complete a 17.5-foot wide alley, together with any necessary removal and reconstruction of the existing improvements.

c. Construct the necessary house connection in Armacost Avenue to serve the subdivision, or evaluate the efficiency of the existing house connection.

(c) THE SITE IS PHYSICALLY SUITABLE FOR THE PROPOSED TYPE OF DEVELOPMENT.

The site is currently improved with one single-family dwelling and detached garage that will be demolished as part of the project. The site is one of several under-improved properties in the vicinity based on the RD1.5 Zone. The development of this parcel is an infill of an otherwise multiple-family neighborhood.

All abutting properties are multiple-family residential developments one and two stories in height located in the RD1.5 and R3 Zones. The project is providing an appropriate development within the RD1.5 Zone and the Low Medium II Residential land use and is consistent with Height District No.1.

The site is level and is not located in a slope stability study area, high erosion hazard area, or a fault-rupture study zone.

(d) THE SITE IS PHYSICALLY SUITABLE FOR THE PROPOSED DENSITY OF DEVELOPMENT

Both sides of Armacost Avenue between Iowa Avenue and Nebraska Avenue is zoned RD1.5-1 and designated Low Medium II Residential on the West Los Angeles Community Plan.

The proposed development density is consistent with the surrounding existing uses which are composed mostly of multi-story multi-family residential structures along this portion of Armacost Avenue. Higher density multi-family uses exist along the adjacent portions of Iowa Avenue, Nebraska Avenue, and Brockton Avenue developed at the density of the RD1.5 and R3 Zones. The project site is of sufficient size for the proposed density of a 4-unit residential condominium.

- (e) THE DESIGN OF THE SUBDIVISION AND THE PROPOSED IMPROVEMENTS ARE NOT LIKELY TO CAUSE SUBSTANTIAL ENVIRONMENTAL DAMAGE OR SUBSTANTIALLY AND AVOIDABLY INJURE FISH OR WILDLIFE OR THEIR HABITAT.

The Initial Study prepared for the project identifies potential adverse impact on fish or wildlife resources as far as earth, air, water, and risk of upset are concerned. However, measures are required as part of this approval which shall mitigate the above mentioned impacts to a less than significant level. Furthermore, the project site, as well as the surrounding area is presently developed with residential structures and does not provide a natural habitat for either fish or wildlife.

- (f) THE DESIGN OF THE SUBDIVISION AND THE PROPOSED IMPROVEMENTS ARE NOT LIKELY TO CAUSE SERIOUS PUBLIC HEALTH PROBLEMS.

There are no apparent health problems that might be caused by the design or construction of the proposed condominium units. The Bureau of Engineering has reported that existing sanitary sewer is available under Armacost Avenue adjoining the subdivision. This development is required to be connected to the City's sewer system where the sewage will be directed to the LA Hyperion Treatment Plant, which has been upgraded to meet Statewide ocean discharge standards.

- (g) THE DESIGN OF THE SUBDIVISION AND THE PROPOSED IMPROVEMENTS WILL NOT CONFLICT WITH EASEMENTS ACQUIRED BY THE PUBLIC AT LARGE FOR ACCESS THROUGH OR USE OF PROPERTY WITHIN THE PROPOSED SUBDIVISION

No such easements are known to exist. However, needed public access for roads and utilities will be acquired by the City prior to recordation of the proposed Parcel Map.

FINDINGS OF FACT (ADJUSTMENT):

1. THE GRANTING OF THE ADJUSTMENT SHALL RESULT IN DEVELOPMENT THAT IS COMPATIBLE AND CONSISTENT WITH THE SURROUNDING USES, AND SHALL CREATE NO ADVERSE IMPACTS OR ANY ADVERSE IMPACTS HAVE BEEN MITIGATED.

The proposed development is consistent with the surrounding existing uses which are composed mostly of multi-story multi-family residential structures along this portion of Armacost Avenue. Higher density multi-family uses exist along the adjacent portions of Iowa Avenue, Nebraska Avenue, and Brockton Avenue developed at the density of the RD1.5 and R3 Zones. The site meets the minimum area requirements for a 4-unit residential condominium. With the

proposed adjustments the project site is compatible and consistent with the surrounding uses. The proposed shall allow for ample access and setbacks such that surrounding uses shall not be negatively impacted.

2. THE GRANTING OF THE ADJUSTMENT IS IN CONFORMANCE WITH THE INTENT AND PURPOSE OF THE GENERAL PLAN, AND WITH THE SPIRIT AND INTENT OF THE PLANNING AND ZONING CODE OF THE CITY.

The General Plan is silent on issues related to slight reductions in minimum lot area. However, the adopted West Los Angeles Community Plan designates the subject property for Low Medium II Residential land use density with corresponding zones of RD1.5, RD2, RW2, RZ2.5. The recommended adjustment is substantially consistent with the land use designation on the plan map and is in substantial conformance with the purpose, intent and provisions of the General Plan as reflected in the adopted Community Plan, in that it is compatible with surrounding properties, that have similar, or the same 45-foot lot widths. Furthermore, the development of this site in conformance with the underlying land use designation supports the housing production policies of the Community Plan.

3. THAT THE SITE AND/OR EXISTING IMPROVEMENTS MAKE STRICT ADHERENCE TO ZONING REGULATIONS IMPRACTICAL OR INFEASIBLE.

The site meets the minimum lot area requirements for a 4-unit residential condominium. However, the site is a legal record lot with non-conforming lot width in the RD1.5 zone. The configuration of the property makes strict adherence to the zoning regulation impractical.

THE FOLLOWING NOTES ARE FOR INFORMATIONAL PURPOSES AND ARE NOT CONDITIONS OF APPROVAL OF THIS PARCEL MAP:

Satisfactory arrangements shall be made with the Los Angeles Department of Water and Power, Power System, to pay for removal, relocation, replacement or adjustment of power facilities due to this development. The subdivider must make arrangements for the underground installation of all new utility lines in conformance with Section 17.05-N of the Los Angeles Municipal Code.

As part of the construction of your project, you may wish to make arrangements, with the Telecommunications Bureau, located at 200 N. Main Street Room 1255, regarding the cable television franchise holder for this area, or by calling (213) 922-8363.

The above action shall become effective upon the decision date noted at the top of this letter unless an appeal has been submitted to the West Los Angeles Area Planning Commission within 15 calendar days of the decision date. If you wish to appeal, a Master Appeal Form No. CP-7769, must be submitted, accepted as complete, and

appeal fees paid by 5:00 PM on Feb. 15, 2012* at one of the City Planning Department Public Counters, located at:

Figueroa Plaza
201 N. Figueroa St., 4th Floor
Los Angeles, CA 90012
(213) 482-7077

Marvin Braude San Fernando
Valley Constituent Service Center
6262 Van Nuys Bl., Room 251
Van Nuys, CA 91401
(818) 374-5050

*Please note the cashiers at the public counters close at 3:30 PM.

Appeal forms are available on-line at www.planning.lacity.org

Pursuant to Ordinance 176,321, effective January 15, 2005, Parcel Map determinations are only appealable to the Area Planning Commission. There is no longer a second level of appeal to the City Council for Parcel Map actions of the Advisory Agency.

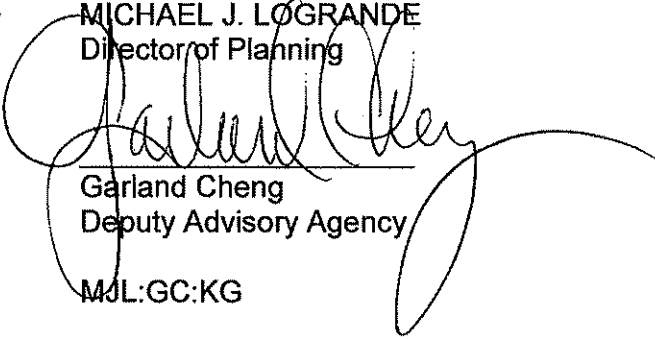
The time in which a party may seek judicial review of this determination is governed by California Code of Civil Procedure Section 1094.6. Under that provision, a petitioner may seek judicial review of any decision of the City pursuant to California Code of Civil Procedure Section 1094.5, only if the petition for writ of mandate pursuant to that section is filed no later than the 90th day following the date on which the City's decision becomes final, including all appeals, if any.

No sale of separate parcels is permitted prior to recordation of the final parcel map. The owner is advised that the above action must record within 36 months of the date of approval, unless an extension of time has been requested in person before 5:00 p.m. February 15, 2015.

No requests for time extensions or appeals received by mail shall be accepted.

If you have any questions, please call Parcel Maps staff at (213) 978-1546.

MICHAEL J. LOGRANDE
Director of Planning



Garland Cheng
Deputy Advisory Agency

MJL:GC:KG

cc:
Bureau of Engineering - 4

Dept. of Building & Safety, Zoning & 2 Maps

Community Planning Bureau
Planning Office & 1 Map
D.M. 126B149
Bureau of Street Lighting
Street Tree Division & 1 Map

Department of Building & Safety, Grading
Department of Fire
Department of Recreation & Parks & 1 Map
Department of Transportation, CPC Section
Room 600, 221 N. Figueroa Street

CP-1809 (03-01-01)

CITY OF LOS ANGELES
CALIFORNIA

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INFORMATION
www.planning.lacity.org

DEPARTMENT OF
CITY PLANNING
200 N. SPRING STREET, ROOM 525
LOS ANGELES, CA 90012-4801
AND
6262 VAN NUYS BLVD., SUITE 351
VAN NUYS, CA 91401
CITY PLANNING COMMISSION

RECEIVED
URBAN AND DEVELOPMENT GROUP
11 SEP 22 AM 7:04



ANTONIO R. VILLARAIGOSA
MAYOR

WILLIAM ROSCHEN
PRESIDENT
REGINA M. FREER
VICE-PRESIDENT
SEAN O. BURTON
DIEGO CARDOSO
GEORGE HOVAGUIMIAN
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ROBERT LESSIN
BARBARA ROMERO
MICHAEL K. WOO
JAMES WILLIAMS
COMMISSION EXECUTIVE ASSISTANT II
(213) 978-1300

Filing Notification and Distribution

Parcel Map LA No. AA-2011-2086-PMLA
Property Address: 1715 Armacost Avenue
Community Plan: West Los Angeles

Distribution Date: 08/31/2011
CPC No. : N/A

COUNCIL DISTRICT NO. 11

Hillside Yes No

Neighborhood Planning Division:
 Metro E/S; West Los Angeles
 Harbor

Concurrent Zone Change
 MODIFICATION REQUEST
Thomas Guide: 631 GRID - J6
D.M.: 126-B-149

- Bureau of Engineering
- Dept. of Building and Safety - Grading
- Dept. of Building and Safety - Zoning
- Dept. of Transportation, CWPC Section
- DWP Water Design
- Dept. of Fire, Engineering and Hydrant Unit
- Bureau of Street Lighting
- Animal Regulation
- Department of Recreation and Parks

- Community Plan Revision Division
- Dept. of Telecommunications
- Bureau of Sanitation
- Urban Forestry Division
- County Health Department
- GIS
- Imaging

DATE DUE: UPON RECEIPT

Please send your reports to the following e-mail address: Anita.Bizzell@lacity.org. Thank you.

Pursuant to Sections 17.50 through 17.60 of the Los Angeles Municipal Code, the attached preliminary parcel map is submitted for your consideration. The Advisory Agency will await your report and recommendation regarding the above matter for 39 days. If we have not received a written report from you after 40 days from the date of filing, we will assume that you have no report to make.

Michael J. LoGrande
Director of Planning

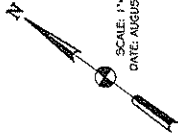
Anita C. Bizzell
Planning Assistant

LOS ANGELES DEPT. OF CITY PLANNING
SUBMITTED FOR FILING
 TENTATIVE MAP
Parcel Map
NO 81200
Sherman Van Buren
 REVISED MAP FINAL MAP UNIT
 TIME EXTENSION

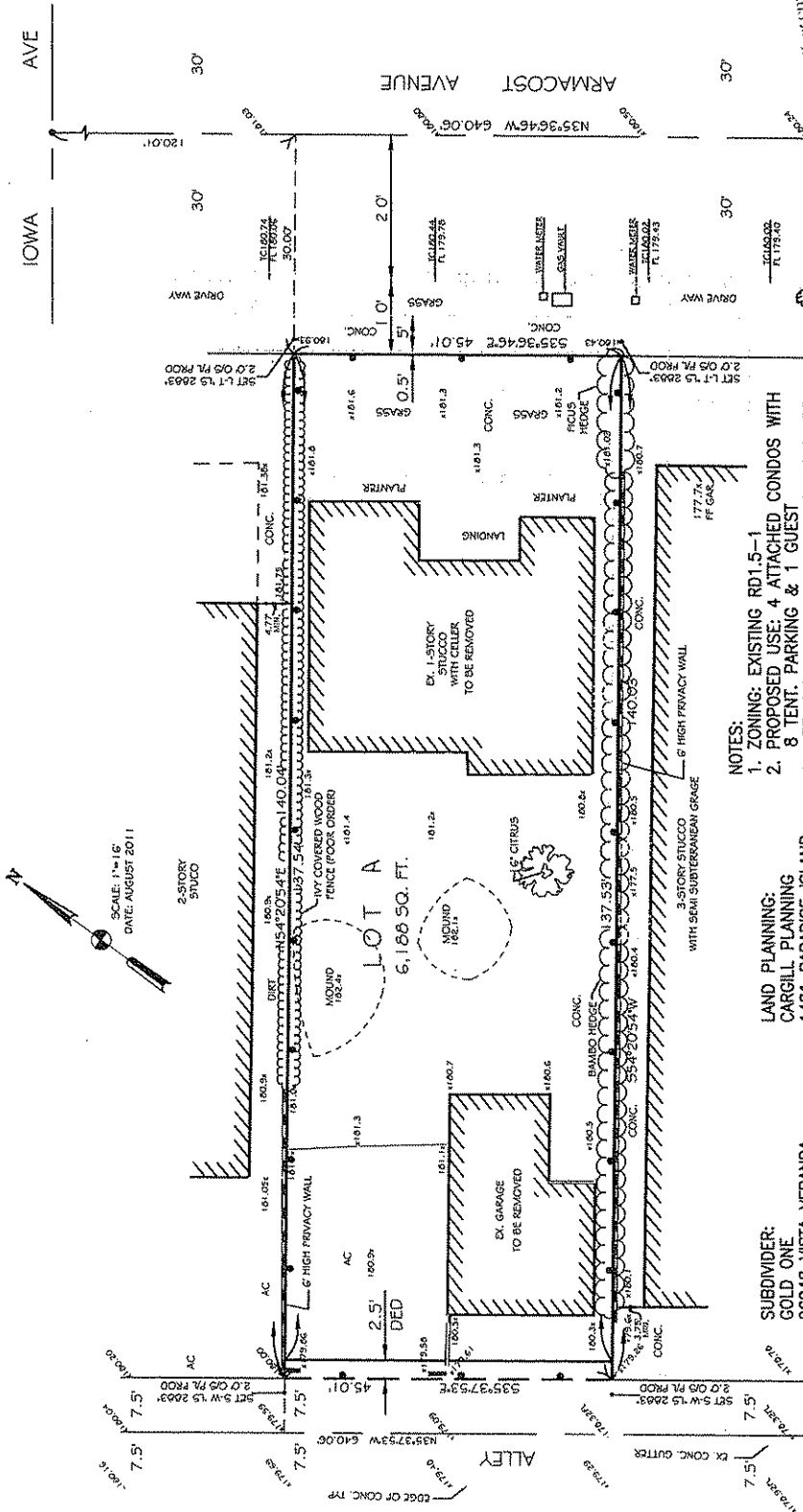
PRELIMINARY PARCEL MAP L.A. NO. AA - 2011-2086

FOR CONDOMINIUM PURPOSES

LEGAL DESCRIPTION: LOT 5, TRACT NO. 8375, MB. 103--97
ADDRESS: 1715 S. ARMACOST AVENUE



SCALE: 1" = 16'
DATE: AUGUST 2011



- NOTES:
1. ZONING: EXISTING RD1.5-1
 2. PROPOSED USE: 4 ATTACHED CONDOS WITH 8 TENT, PARKING & 1 GUEST
 3. SITE HAS 1 S.F. HOUSE & GARAGE TO BE REMOVED.
 4. AREA TO BE SUBDIVIDED
 5. NO OAK, WESTERN SYCAMORE, CALIF. BAY OR S.C. BLACK WALNUT TREES, REMOVE ALL TREES.
 6. THERE ARE NO HAZARDOUS OR HAZARDOUS MATERIALS ON PROPERTY.
 7. GROSS AREA= 7,988 S.F. INCL. 1/2 ST. & ALLEY
NET AREA= 6,638 S.F. INCL. 1/2 ALLEY
 8. REQUEST FOR REDUCED SIDE YARDS & PASSAGEWAY PER 17.53J

LAND PLANNING:
CARGILL PLANNING
1481 PARADISE ISLAND
BANNING, CA. 92220
(818) 532-8074

SUBDIVIDER:
GOLD ONE
28942 VISTA VERANDA
WOODLAND HILLS, CA. 91367
(818) 800-5000

PREPARED BY:
ROBERT K. KAMEOKA, RCE
5011 ACACIA STREET
SAN GABRIEL, CA. 91776
(626) 286-6127

U.S. ANGELES' DEPT. OF CITY PLANNING
SUBMITTED FOR FILING
PRELIMINARY MAP
Parcel Map
REVISOR: [Signature]
DATE: [Signature]
REVISION: [Signature]
TIME EXTENSION: [Signature]