

Office of the City Engineer

Los Angeles, California

To The Honorable Council

MAR 3 2015

Of the City of Los Angeles

Honorable Members:

C.D. No. 2

SUBJECT:

Final Map of Parcel Map L.A. No. 2013-2694

RECOMMENDATIONS:

Approve the final map of Parcel Map L.A. No. 2013-2694 located at 12712 West Landale Street easterly of Coldwater Canyon 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 19.02(B) (3) of the Municipal Code. No additional City funds are needed.

TRANSMITTALS:

1. Map of Parcel Map L.A. No. 2013-2694.
2. Unnumbered file for Parcel Map L.A. No. 2013-2694
3. Subdivision Improvement Agreement and Contract with attached security documents.

DISCUSSION:

The Advisory Agency conditionally approved the preliminary Parcel Map L.A. No. 2013-2694 on December 4, 2013 for a maximum two-parcel single-family development.

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 payment of the Recreation and Park fee in the amount of \$4,026.00. Transmitted Subdivision Improvement Agreement and Contract with attached security documents guarantees construction of the required improvements. Upon approval by the Council the final parcel map will be transmitted to the County Engineer for filing with the County Recorder.

The expiration date of the tentative map approval is December 4, 2016.

The Subdivider and Engineer / Surveyor for this subdivision are:

Subdivider:

Haia Lahave  
19324 Oxnard Street  
Tarzana CA, 91356

Engineer / Surveyor:

Christensen & Plouff Land Surveying  
24713 Avenue Rockefeller  
Valencia CA, 91335

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

APPROVED FOR THE  
CITY ENGINEER BY  
QA  
BOND CONTROL

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

1-53-24-56

SURETY'S BOND NO.

**VALLEY**

District/Division Design Office  
Council District No. 2  
Date Issued: **04/03/2014**

CAO 140114S

CAO-RISK MGMT. NO.

DATE APPROVED 4/14/2014

**SUBDIVISION IMPROVEMENT AND WARRANTY PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, **HAIA LAHAVE**

as PRINCIPAL and Great American Insurance Company a corporation  
incorporated under the laws of the State of Ohio 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 **ONE  
HUNDRED TWENTY FOUR THOUSAND AND NO/100 Dollars (\$124,000.00)** , 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:

**LANDALE ST (S/S) 1120' TO 1220' E/O COLDWATER CANYON AVE - (PM 2013-2694)**

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 April 10th, 20 14.

Principal Signatories  
**HAIA LAHAVE**

Haia Lahave by Guy Lahav  
as her attorney in fact

SURETY: Great American Insurance Company

By: [Signature]

Michael J. Herranen (Attorney-in-Fact)

Surety's Address: 301 E 4th Street, Cincinnati, Ohio 45202

State of California

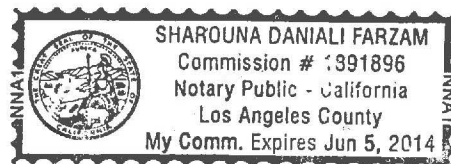
County of Los Angeles

On April 11, 2014 before me, Sharouna Daniali Farzam  
Notary Public personally appeared Guy Lahav.

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: [Signature]





APPROVED FOR THE  
CITY ENGINEER BY  
  
BOND CONTROL

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

1-53-24-56

SURETY'S BOND NO.

**VALLEY**

District/Division Design Office  
Council District No. 2  
Date Issued: 04/03/2014

CAO 140114S  
CAO-RISK MANAGEMENT NO.  
DATE APPROVED 4/14/2014

**SUBDIVISION LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, **HAIA LAHAVE**

as PRINCIPAL and Great American Insurance Company a corporation  
incorporated under the laws of the State of Ohio 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 **SIXTY TWO  
THOUSAND AND NO/100 Dollars (\$62,000.00)**, 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 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:

**LANDALE ST (S/S) 1120' TO 1220' E/O COLDWATER CANYON AVE - (PM 2013-2694)**

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 April 10th, 20 14.

Principal Signatories

HAIA LAHAVE

Principal Signatories

Haia Lahave by Guy Lahav  
as her attorney in fact

SURETY: Great American Insurance Company

By: [Signature]

Michael J. Herranen (Attorney-in-Fact)

Surety's Address: 301 E 4th Street, Cincinnati, Ohio 45202

State of California

County of Los Angeles

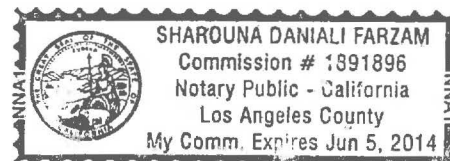
On April 11, 14 before me, Sharouna Daniali Farzam

Notary Public personally appeared Guy Lahav

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: [Signature]



STATE OF Arizona

COUNTY OF Maricopa

On 04/10/2014, before me, Jennifer Pixler,  
(here insert name and title of the officer), personally appeared Michael J. Herranen

personally known to me (or 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.

WITNESS my hand and official seal.

Signature  (SEAL)  
Jennifer Pixler



JENNIFER PIXLER  
NOTARY PUBLIC, ARIZONA  
MARICOPA COUNTY  
My Commission Expires  
March 16, 2018

*This area for Official Notarial Seal*

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL

- ☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

### SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

### DESCRIPTION OF ATTACHED DOCUMENT

TITLE OF TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE



# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than THREE

No. 0 20107

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
THOMAS C. BUCKNER	ALL OF	ALL
MICHAEL J. HERRANEN	PHOENIX, ARIZONA	\$75,000,000
WILLIAM BELPEDIO		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26TH day of MARCH, 2014

Attest

GREAT AMERICAN INSURANCE COMPANY



*My L C. B.*  
Assistant Secretary

*David C. Kitchen*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 26TH day of MARCH, 2014, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**Shelle Clontz**  
Notary Public, State of Ohio  
My Commission Expires 08-09-2015

*Shelle Clontz*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

10TH

day of

April

2014



*My L C. B.*  
Assistant Secretary

APPROVED FOR THE  
CITY ENGINEER BY  
  
BOND CONTROL

ACCEPTED  
RISK MANAGEMENT  
CITY ADMINISTRATIVE OFFICE

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 **HAIA LAHAVE**

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:

**LANDALE ST (S/S) 1120' TO 1220' E/O COLDWATER CANYON AVE - (PM 2013-2694)**

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 **ONE HUNDRED TWENTY FOUR THOUSAND AND NO/100 Dollars (\$124,000.00)**.

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.

**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 April 11, 20 14.

**HAIA LAHAVE**

Haia Lahave by Guy Lahav  
as her attorney in fact

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

District Design Office: **VALLEY**

Council District No.: **2**

Date Issued: **04/03/2014**

Location: **12712 LANDALE ST**

State of California

County of Los Angeles

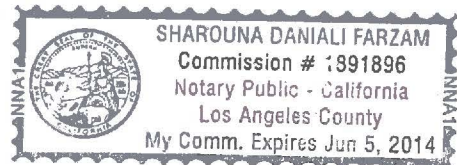
On April 11, 14 before me, Sharouna Daniali Farzam

Notary Public personally appeared Guy Lahav

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: Sharouna Daniali Farzam



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

RENEE DAKE WILSON  
PRESIDENT  
DANA M. PERLMAN  
VICE-PRESIDENT

ROBERT L. AHN  
DAVID H. J. AMBROZ  
MARIA CABILDO  
CAROLINE CHOE  
RICHARD KATZ  
JOHN W. MACK  
MARTA SEGURA

JAMES K. WILLIAMS  
COMMISSION EXECUTIVE ASSISTANT II  
(213) 978-1300

CITY OF LOS ANGELES  
CALIFORNIA



ERIC GARCETTI  
MAYOR

EXECUTIVE OFFICES

MICHAEL J. LOGRANDE  
DIRECTOR  
(213) 978-1271

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

LISA M. WEBBER, AICP  
DEPUTY DIRECTOR  
(213) 978-1274

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

FAX: (213) 978-1275

INFORMATION  
[www.planning.lacity.org](http://www.planning.lacity.org)

Decision Date: December 4, 2013

Appeal End Date: December 19, 2013

Haia Lahave (O/A)  
19324 Oxnard Street  
Tarzana, CA 91356

Guy Lahav  
Lahav Investments  
19324 Oxnard Street  
Tarzana, CA 91356

Case No. AA-2013-2694-PMLA  
Related Case: None  
12712 West Landale Street  
Sherman Oaks – Studio City – Toluca Lake –  
Cahuenga Pass Community Plan  
Zone : R1-1-RFA  
D.M. : 165-B-161  
C.D. : 2  
CEQA: ENV-2013-2695-CE  
Legal Description: Lot 7, Arb 1, Tract 5588

In accordance with provisions of Section 17.53 of the Los Angeles Municipal Code (LAMC), the Advisory Agency **approved Parcel Map AA-2013-2694-PMLA for a maximum two-parcel, single-family development, as shown on map stamp dated August 29, 2013, and subject to the following conditions.** The unit density is based on the R1-1-RFA Zone. The subdivider is hereby advised that the LAMC 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.

**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.



**Bureau of Engineering**

*Bureau of Engineering approvals are conducted at the Land Development Group, located 201 N. Figueroa Street, Suite 200. Any questions regarding these conditions should be directed to Mr. Ray Saidi by calling (213) 977-7097.*

1. That the existing 6-foot storm drain easement on the westerly side of the property be correctly shown on the final map.
2. That a Covenant and Agreement be recorded advising all future owners and builders that prior to issuance of a building permit, a Notice of Acknowledgement of Easement must be recorded and an application to do work in any drainage easement and to construct over the existing drainage facilities be submitted to the City Engineer for approval.
3. That the following improvements be either constructed prior to recordation of the final map or that the construction be suitably guaranteed:
4. That the following improvements be either constructed prior to recordation of the final map, or that the construction be suitably guaranteed:
  - a. After submittal of hydrology and hydraulic calculations and drainage plans for review by the City Engineer prior to recordation of the final map, drainage facilities may be required to drain run-off water to a suitable outlet.
  - b. Improve Landale Street adjoining the subdivision by the construction of an 8-foot wide concrete sidewalk adjacent to the property line, repair and replace any bad order curb and gutter, planting trees with root barriers and landscaping the parkway, including any necessary removal and reconstruction of the existing improvements.
  - c. Reconstruct the existing driveway, including any necessary removal and reconstruction of the existing improvements to comply with the requirements of the "Americans with Disabilities Act."
  - d. Construct the necessary house connections to serve each parcel. No record of the existing sewer house connection serving the existing dwelling on the property was located.

**Department of Building and Safety-Zoning Division**

*Building and Safety approvals are conducted by appointment only- **contact Laura Duong at (213) 482-0434** to schedule an appointment. Any proposed structures or uses on the site have not been checked for Building or Zoning Code requirements. Plan check may be required before any construction, occupancy or change of use. Unless filed concurrently and included as part of the hearing notice with this subdivision, any additional deviations from the Los Angeles Municipal Code (LAMC) required by the Department of Building and Safety Office of the Zoning Engineer preliminary to the*



*Zoning Engineer clearing the items on the report to the Advisory Agency, shall be separately filed through the City Planning Department Office of the Zoning Administrator.*

5. 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. Obtain permits for the demolition or removal of all existing structures on the site. Accessory structures and uses are not permitted to remain on lots without a main structure or use. Provide copies of the demolition permits and signed inspection cards to show completion of the demolition work.
  - b. Show all street dedications 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 dedications.

Notes: Any proposed structures or uses on the site have not been checked for and shall comply with Building and Zoning Code requirements. Plan check will be required before any construction, occupancy or change of use.

An appointment is required for the issuance of a clearance letter from the Department of Building and Safety. The applicant is asked to contact Laura Duong at (213) 482-0434 to schedule an appointment.

#### **Department of Transportation**

*Transportation approvals are conducted at 6262 Van Nuys Boulevard, 3<sup>rd</sup> Floor, Room 320. Please contact DOT at (818) 374-4699 for any questions regarding the following.*

6. A minimum of 20-foot reservoir space be provided between any security gate(s) and the property line; or to the satisfaction of the Department of Transportation.
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7. That a fee in the amount of \$197 be paid for the Department of Transportation as required per Ordinance No. 180542 and LAMC Section 19.15 prior to recordation of the final map. Note: the applicant may be required to comply with any other applicable fees per this new ordinance.
  8. A parking area and driveway plan be submitted to the Citywide Planning Coordination Section of the Department of Transportation for approval prior to submittal of building permit plans for plan check by the Department of Building and Safety. Transportation approvals are conducted at 201 N. Figueroa Street, Suite 400, Station 3. For an appointment, call (213) 482-7024.

**Fire Department**

*Fire Department approvals and review are conducted in Room 1500, 221 North Figueroa Street. The applicant is further advised that all subsequent contact regarding these conditions must be with the Hydrant and Access Unit. This would include clarification, verification of condition compliance and plans or building permit applications, etc., and shall be accomplished BY APPOINTMENT ONLY, in order to assure that you receive service with a minimum amount of waiting please call (213) 482-6502. You should advise any consultant representing you of this requirement as well.*

9. Submit plot plans for Fire Department review and approval prior to recordation of this Parcel Map Action. Access for Fire Department apparatus and personnel to and into all structures shall be required. In addition, the following items shall be satisfied:
  - a. Access for Fire Department apparatus and personnel to and into all structures shall be required.
  - b. No building or portion of a building shall be constructed more than 150 feet from the edge of a roadway of an improved street, access road or designated fire lane.
  - c. Fire lane width shall not be less than 20 feet. When a fire lane must accommodate the operation of Fire Department aerial ladder apparatus or where fire hydrants are installed, those portions shall not be less than 28 feet in width.
  - d. The width of private roadways for general access use and fire lanes shall not be less than 20 feet, and the fire lane must be clear to the sky.
  - e. Submit plot plans indicating access road and turning area for Fire Department approval.
  - ~~f. All parking restrictions for fire lanes shall be posted and/or painted to any Temporary Certificate of Occupancy being issued.~~
  - g. Where access for a given development requires accommodation of Fire Department apparatus, overhead clearance shall not be less than 14 feet.
  - h. No building or portion of a building shall be constructed more than 300 feet from an approved fire hydrant. Distance shall be computed along path of travel.
  - i. Electric Gates approved by the Fire Department shall be tested by the Fire Department prior to Building and Safety granting a Certificate of Occupancy.

- j. No framing shall be allowed until the roadway is installed to the satisfaction of the Fire Department.
- k. Any required fire hydrants to be installed shall be fully operational and accepted by the Fire Department prior to any building construction.

Note: The applicant is further advised that all subsequent contact regarding these conditions must be with the Hydrant and Access Unit. This would include clarification, verification of condition compliance and plans or building permit applications, etc., and shall be accomplished BY APPOINTMENT ONLY, in order to assure that you receive service with a minimum amount of waiting please call (213) 482-6502. You should advise any consultant representing you of this requirement as well.

#### **Bureau of Street Lighting**

*Street Lighting clearance for this Street Light Maintenance Assessment District Condition is conducted at 1149 S. Broadway Suite 200, 213-847-1341. Street Lighting improvement condition clearance will be conducted at the Bureau of Engineering District Office, See Condition 3. Contact 213-847-1547 for information regarding the street lighting design/plan.*

- 10. No street lighting requirement.

#### **Department of Recreation and Parks**

*Park fees are paid at 221 N. Figueroa St., 1st floor. Los Angeles, CA 90012.*

- 11. That the Quimby fee be based on the R1-1 Zone for two (2) lots.

#### **Department of City Planning-Site Specific Conditions**

*Approvals conducted at 6262 Van Nuys Boulevard, Room 251, unless otherwise indicated.*

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- 12. 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 two lots.
    - b. **Parking.** That a minimum of two parking spaces per dwelling unit shall be provided. All exterior parking area lighting shall be shielded and directed onto the site.
    - c. **Fence.** That prior to issuance of a certificate of occupancy, a minimum 6-foot-high wood, slumpstone or decorative masonry wall shall be constructed adjacent to neighboring residences, if no such wall already

exists, except in required front yard. The wall shall be covered with clinging vines or screened by vegetation capable of spreading over the entire wall.

- d. **Solar Report.** That a solar access report shall be submitted to the satisfaction of the Advisory Agency prior to obtaining a grading permit.
- e. **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.
- f. **Air Filtration.** The applicant shall install air filters capable of achieving a Minimum Efficiency Rating Value (MERV) of at least 8 or better in order to reduce the effects of diminished air quality on the occupants of the project.
- g. **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 non-protective trees on the site. Protective trees shall be replaced on a 2:1 basis (a minimum 48-inch box size if available) for the unavoidable loss of one (1) Western Sycamore tree. **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 each housing unit.
  - ii. The developer/builder shall maintain the landscaping and irrigation after completion of the landscape and irrigation installation until close of escrow.
  - iii. The developer/builder shall guarantee all trees and irrigation for a period of six (6) months and all other plants for a period of 60 days after landscape and irrigation installation, or close of escrow, whichever comes last.
- h. **Plans.** Prior to the issuance of building permits, detailed development plans, including a project design plan shall be prepared consistent with the Community Plan.

- i. **Indemnification.** 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.

#### **Urban Forestry Division and the Department of City Planning**

13. Prior to the recordation of the final map, the applicant shall plant a minimum of two Western Sycamore trees (a minimum of 48-inch box size if available) to replace the one (1) Western Sycamore tree lost to the satisfaction of the Urban Forestry Division of the Bureau of Street Services and the Advisory Agency. The landscape plan shall note one (1) Western Sycamore tree to be located anywhere in the front yard of the proposed Parcel A, and a second (2) Western Sycamore tree to be located anywhere in the front yard of the proposed Parcel B.

**Note:** All protected tree removals must be approved by the Board of Public Works. Contact: Urban Forestry Division at: 213-847-3077.

14. A covenant and agreement shall be recorded satisfactory to the Advisory Agency stating as follows:
  - a. During construction, exposed earth surfaces shall be sprayed with water at least twice a day by the contractor to minimize dust generation.
  - b. The owner or contractor shall keep the construction area sufficiently dampened to control dust caused by grading and hauling, and at all times provide reasonable control of dust caused by wind.
  - ~~c. Hauling and grading equipment shall be kept in good operating condition and muffled as required by law. Additionally, there shall be no staging of construction equipment and materials on the public streets.~~
  - d. All loads shall be secured by trimming, watering or other appropriate means to prevent spillage and dust.
  - e. One flag person shall be required at the job site to assist the trucks in and out of the project area. Flag person and warning signs shall be in compliance with the 1996 Edition of "Work Area Traffic Control Handbook".
  - f. All clearing, grading, 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.



- g. All materials transported off-site shall be either sufficiently watered or securely covered to prevent excessive amount of dust.
- h. General contractors shall maintain and operate construction equipment so as to minimize exhaust emissions.
- i. The project shall comply with the City of Los Angeles Noise Ordinances 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.
- j. Construction 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.
- k. Construction activities shall be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels.
- l. The project contractor shall use power construction equipment with state-of-the-art noise shielding and muffling devices.
- m. 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.

#### FINDINGS OF FACT

##### FINDINGS OF FACT (CEQA):

The Environmental Review Section of the Planning Department issued , on August 29, 2013, determined that the City of Los Angeles Guidelines for the implementation of the Environmental Quality Act of 1970 designates the subject project as categorically exempt under Article III, Section 3, Class 15, ENV-2013-2695-CE, since the request is for a division of property in an urbanized area zoned for residential use into four or fewer parcels, and that the division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent.

##### Western Sycamore Tree - lost

An investigation of the subject site reveals one (1) existing Western Sycamore tree removed located in front of the existing home currently removed. This tree was not identified in the original parcel map stamp dated August 29, 2013 or in the Certified Landscape Architect letter dated August 23, 2013. Photographs taken from the realtor listing agent reveals one (1) prominent Western Sycamore tree. Therefore, staff has added Condition 12g and 13 to replace the protective tree lost subject to the satisfaction of the Urban Forestry, Street Tree Division and Advisory Agency.

In light of the above, the project qualifies for the De Minimis Exception for Fish and Game fees (AB 3158).

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 not located in a hazardous flood area.

**FINDINGS OF FACT (SUBDIVISION MAP ACT):**

In connection with the approval of Parcel Map No. AA-2013-2694-PMLA, the Advisory Agency of the City of Los Angeles, pursuant to Sections 66411.1 of the State of California Government Code (the Subdivision Map Act), makes the prescribed findings as follows:

**THE REQUIRED IMPROVEMENTS ARE NECESSARY FOR REASONS OF PUBLIC HEALTH AND SAFETY AND ARE A NECESSARY PREREQUISITE TO THE ORDERLY DEVELOPMENT OF THE SURROUNDING AREA AND NEIGHBORHOOD.**

The proposed division of land complies with such requirements as may have been established by the Subdivision Map Act (Government Code Sections 664109 et seq.) or Article 7, Section 17.50 of the Los Angeles Municipal Code (LAMC) as to area, improvement and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability, environmental protection and other requirements of the Subdivision Map Act or said Article.

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

The adopted Sherman Oaks – Studio City – Toluca Lake – Cahuenga Pass Community Plan designates the subject property for Low Residential density with corresponding zones of RE9, RS, R1, and RU. The 23,287 square foot site before dedication (0.53 acre) property is zoned R1-1. The surrounding properties within a 500-foot radius of the site are primarily single-family residential uses with a zoning of R1-1-RFA surrounding the north, east and west of the site. Multiple-family residential uses exist immediately south of the site zoned R3-1. The subject site is not located in any Specific Plan area.

Therefore, the subject proposed lot split is in keeping and consistent to the Sherman Oaks – Studio City – Toluca Lake – Cahuenga Pass Community Plan and consistent with the intent and purpose of the applicable General Plan.

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

The existing site is a level rectangular shaped lot that is to be subdivided into two rectangular lots. Staff observation of the surrounding lot cut pattern includes a well-established neighborhood. The lot is not located in a slope stability study area, high erosion hazard area, or a fault-rupture study zone. The subject site is not located in any

Specific Plan area. The new design and improvement of the proposed subdivision are consistent with the intent and purpose of the applicable General Plan.

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.

CATEGORICAL EXEMPTION: The project was exempt from environmental review, since it is a division of land with four or fewer parcels and is not requesting any other entitlements. However, the project has identified one (1) Western Sycamore tree which was removed and has therefore added condition 12g and 13 to replace the protective tree lost on a 2:1 basis (please see condition above). All remaining non-protective trees are to be preserved over Parcel A and B. The site is designated as a Liquefaction area. However, a soils report to the Department of Building and Safety, Grading Division will include measures to offset any potential negative impact. Since no new structures are being proposed at this time, no potential adverse impact on fish or wildlife resources as far as earth, air, water, plant life, animal life, or risk of upset are anticipated as part of the project.

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 (LAMC).

Note: If you wish to file an appeal, it must be filed within 15 calendar days from the decision date as noted in this letter. For an appeal to be valid to the City Planning Commission, it must be accepted as complete by the City Planning Department and appeal fees paid, prior to expiration of the above 15-day time limit. Such appeal must be submitted on Master Appeal Form No. CP-7769 at the Department's Public Offices, located at:

Figueroa Plaza  
201 North Figueroa Street  
4th Floor  
Los Angeles, CA 90012  
(213) 482-7077

Marvin Braude San Fernando  
Valley Constituent Service Center  
6262 Van Nuys Boulevard, 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](http://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.

The final map must be recorded within 36 months of this approval, unless a time extension is granted before the end of such period.

MICHAEL J. LOGRANDE  
Director of Planning



ROBERT Z. DUENAS  
Deputy Advisory Agency

MJL:RZD:NR:mkc

cc:	Bureau of Engineering - 4	Dept. of Building & Safety, Zoning & 2 Maps
	Valley	Department of Building & Safety, Grading
	Planning Office & 1 Map	Department of Fire
	D.M. 183 B 113	Department of Recreation & Parks & 1 Map
	Bureau of Street Lighting	Department of Transportation, CPC Section
	Street Tree Division & 1 Map	Room 600, 221 N. Figueroa Street

CP-1809 (03-01-01)

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