

BOARD OF  
BUILDING AND SAFETY  
COMMISSIONERS

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CITY OF LOS ANGELES  
CALIFORNIA



ERIC GARCETTI  
MAYOR

DEPARTMENT OF  
BUILDING AND SAFETY  
201 NORTH FIGUEROA STREET  
LOS ANGELES, CA 90012

RAYMOND S. CHAN, C.E., S.E.  
GENERAL MANAGER

FRANK BUSH  
EXECUTIVE OFFICER

September 14, 2015

Council District: # 13

Honorable Council of the  
City of Los Angeles  
Room 395, City Hall

JOB ADDRESS: **3129 WEST SUNSET BLVD., LOS ANGELES, CA**  
ASSESSORS PARCEL NO. (APN): **5426-005-011**

On September 21, 2012, pursuant to the authority granted by Section 91.103 of the Los Angeles Municipal Code, the Department of Building and Safety (the "Department") investigated and identified code violations at: **3129 West Sunset Blvd., Los Angeles, California** (the "Property"). A copy of the title report which includes a full legal description of the property is attached as Exhibit A.

Pursuant to Section 98.0421, the property owner was issued an order on September 21, 2012, to pay a code violation inspection fee after violations were identified and verified upon inspection. The code violation inspection fees imposed by the Department are as follows:

<u>Description</u>	<u>Amount</u>
Code Violation Investigation Fee	\$ 336.00
System Development Surcharge	20.16
System Development Surcharge Late Fee	50.40
Late Charge/Collection Fee (250%)	483.84
Title Report Fee	42.00
<b>Grand Total</b>	<b>\$ 932.40</b>

Pursuant to the authority granted by Section 7.35.3 of the Los Angeles Administrative Code, it is proposed a lien for a total sum of **\$932.40** recorded against the property. It is requested that the Honorable City Council of the City of Los Angeles (the "City Council") designate the time and place protest can be heard concerning this matter, as set forth in Sections 7.35.3 and 7.35.5 of the Los Angeles Administrative Code.

It is further requested that the City Council instruct the Department to deposit to Dept. 08, Fund 48R, Balance Sheet Account 2200, any payment received against this lien in the amount of **\$932.40** on the referenced property. A copy of the title report which includes a full legal description of the property is attached as Exhibit A. A list of all the names and addresses of owners and all interested parties entitled to notice is included (Exhibit B). Also attached is a report which includes the current fair market value of the property including all encumbrances of record on the property as of the date of the report (Exhibit C).

DEPARTMENT OF BUILDING AND SAFETY

  
Steve Ongele  
Chief, Resource Management Bureau

ATTEST: HOLLY L. WOLCOTT, CITY CLERK

Lien confirmed by  
City Council on:

BY: \_\_\_\_\_  
DEPUTY



5711 W. SLAUSON AVE., SUITE 170  
 CULVER CITY, CA 90230  
 Phone 310-649-2020 310-649-0030 Fax

**Property Title Report**

**Work Order No. T11839**  
 Dated as of: 07/08/2015

**Prepared for: City of Los Angeles**

**SCHEDULE A**  
 (Reported Property Information)

APN #: 5426-005-011

**Property Address:** 3129 W SUNSET BLVD      ✓      **City:** Los Angeles      **County:** Los Angeles

**VESTING INFORMATION**

**Type of Document:** GRANT DEED

**Grantee :** EDELSON, STEVE

**Grantor :** LA PARRILLA ENTERPRISES INC

**Deed Date :** 09/22/2011

**Recorded :** 10/19/2011

**Instr No. :** 11-1411076

**MAILING ADDRESS:** STEVE EDELSON  
 1216 E. OJAI AVE. OJAI CA 93023

**SCHEDULE B**

**LEGAL DESCRIPTION**

**Lot:** 102 **Abbreviated Description:** LOT:102 **CITY:REGION/CLUSTER:** 25/25697 MABERY HEIGHTS **LOT 102 City/Muni/Twp: REGION/CLUSTER:** 25/25697

**MORTGAGES/LIENS**

**Type of Document:** DEED OF TRUST

**Recording Date:** 05/09/2014

**Document #:** 14-0483063 BK-PG -

**Loan Amount:** \$1,500,000

**Lender Name:** PACIFIC ALLIANCE BANK

**Borrowers Name:** EDELSON, STEVE; ROUEL, SONNY S

**MAILING ADDRESS:** PACIFIC ALLIANCE BANK  
 8400 E. VALLEY BLVD. ROSEMEAD, CA 91770

RECORDING REQUESTED BY

**ORANGE COAST TITLE CO.**

Order No. 140-1254786-66

Escrow No. 126123-024



WHEN RECORDED MAIL TAX STATEMENT  
AND MAIL ORIGINAL TO:

Steve Edelson  
1216 East Ojai Avenue  
Ojai, CA 93023

SPACE ABOVE THIS LINE FOR RECORDER'S USE \_\_\_\_\_

APN: 5426-005-001, 5426-005-011

Documentary Transfer Tax \$ See Attached Tax  
\$ Declaration

**GRANT DEED**

\_\_\_ Computed on full value of property conveyed  
\_\_\_ Or computed on full value less liens and  
encumbrances remaining at time of sale.  
WILSHIRE ESCROW COMPANY

By:

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,**  
LA PARRILLA ENTERPRISES, INC., a California corporation, **does hereby**

**GRANT to STEVE EDELSON, AN UNMARRIED MAN**

**the real property in the City of LOS ANGELES, County of LOS ANGELES, State of CALIFORNIA, described as:**

PARCEL 1: LOT 1 OF TRACT NO. 5036, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 53, PAGES 12 TO 14 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: LOT 102 OF MAYBERRY HEIGHTS TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20, PAGES 18 AND 19 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

1A



**OLD REPUBLIC TITLE COMPANY**

2614 025690-70

**RECORDATION REQUESTED BY:**

PACIFIC ALLIANCE BANK  
Main Office  
8400 E. Valley Blvd.  
Rosemead, CA 91770

2



**WHEN RECORDED MAIL TO:**

PACIFIC ALLIANCE BANK  
Main Office  
8400 E. Valley Blvd.  
Rosemead, CA 91770

**SEND TAX NOTICES TO:**

Steve Edelson  
1216 East Ojai Avenue  
Ojai, CA 93023

FOR RECORDER'S USE ONLY

**DEED OF TRUST**

**THIS DEED OF TRUST is dated May 1, 2014, among Steve Edelson, an unmarried man, whose address is 1216 East Ojai Avenue, Ojai, CA 93023 ("Trustor"); PACIFIC ALLIANCE BANK, whose address is Main Office, 8400 E. Valley Blvd., Rosemead, CA 91770 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Pacific Alliance Bank, whose address is 8400 E. Valley Boulevard, Rosemead, CA 91770 (referred to below as "Trustee").**

**CONVEYANCE AND GRANT.** For valuable consideration, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Los Angeles County, State of California:

See Exhibit "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 3123-3201 West Sunset Boulevard, Los Angeles, CA 90026. The Assessor's Parcel Number for the Real Property is 5426-005-001 and 5426-005-011.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**TRUSTOR'S REPRESENTATIONS AND WARRANTIES.** Trustor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Trustor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Trustor and do not result in a violation of any law, regulation, court decree or order applicable to Trustor; (d) Trustor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Trustor about Borrower (including without limitation the creditworthiness of Borrower).

**TRUSTOR'S WAIVERS.** Except as prohibited by applicable law, Trustor waives any right to require Lender to (a) make any presentment, protest, demand, or notice of any kind, including notice of change of any terms of repayment of the indebtedness, default by Borrower or any other guarantor or surety, any action or nonaction taken by Borrower, Lender, or any other guarantor or surety of Borrower, or the creation of new or additional indebtedness; (b) proceed against any person, including Borrower, before proceeding against Trustor; (c) proceed against any collateral for the indebtedness, including Borrower's collateral, before proceeding against Trustor; (d) apply any payments or proceeds received against the indebtedness in any order; (e) give notice of the terms, time, and place of any sale of any collateral pursuant to the Uniform Commercial Code or any other law governing such sale; (f) disclose any information about the indebtedness, Borrower, any collateral, or any other guarantor or surety, or about any action or nonaction of Lender; or (g) pursue any remedy or course of action in Lender's power whatsoever.

Trustor also waives any and all rights or defenses arising by reason of (h) any disability or other defense of Borrower, any other guarantor or surety or any other person; (i) the cessation from any cause whatsoever, other than payment in full, of the indebtedness; (j) the application of proceeds of the indebtedness by Borrower for purposes other than the purposes understood and intended by Trustor and Lender; (k) any act of omission or commission by Lender which directly or indirectly results in or contributes to the discharge of Borrower or any other guarantor or surety, or the indebtedness, or the loss or release of any collateral by operation of law or otherwise; (l) any statute of limitations in any action under this Deed of Trust or on the indebtedness; or (m) any modification or change in terms of the indebtedness, whatsoever, including without limitation, the renewal, extension, acceleration, or other change in the time payment of the

5426-005-001

14

10

limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the indebtedness.

**Rents.** The word "Rents" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents.

**Trustee.** The word "Trustee" means Pacific Alliance Bank, whose address is 8400 E. Valley Boulevard, Rosemead, CA 91770 and any substitute or successor trustees.

**Trustor.** The word "Trustor" means Steve Edelson.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

  
Steve Edelson

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA

)

COUNTY OF Los ANGELES

) SS

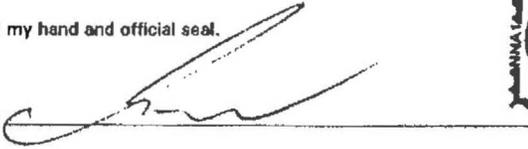
)

On 05-01, 20 14 before me, CALVIN SHIH, a NOTARY PUBLIC  
(here insert name and title of the officer)

personally appeared Steve Edelson, who proved to me on the basis of satisfactory evidence to be the person ~~is~~ whose name ~~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 



(Seal)

# EXHIBIT B

ASSIGNED INSPECTOR: **RONALD KIDWELL**  
JOB ADDRESS: **3129 WEST SUNSET BLVD., LOS ANGELES, CA**  
ASSESSORS PARCEL NO. (APN): **5426-005-011**

Date: **September 14, 2015**

Last Full Title: **07/08/2015**

Last Update to Title:

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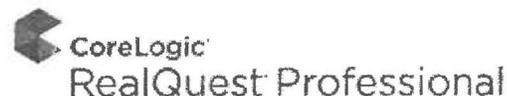
## LIST OF OWNERS AND INTERESTED PARTIES

1). STEVE EDELSON  
1216 E. OJAI AVE.  
OJAI, CA 93023

CAPACITY: OWNER

# Property Detail Report

For Property Located At :  
**3123 W SUNSET BLVD, LOS ANGELES, CA 90026**



<b>Owner Information</b>			
Owner Name:	<b>EDELSON STEVE</b>		
Mailing Address:	<b>1216 E OJAI AVE, OJAI CA 93023-3015 R006</b>		
Vesting Codes:	<b>UM //</b>		
<b>Location Information</b>			
Legal Description:	<b>MABERY HEIGHTS LOT 102</b>	APN:	<b>5426-005-011</b>
County:	<b>LOS ANGELES, CA</b>	Alternate APN:	
Census Tract / Block:	<b>1954.00 / 4</b>	Subdivision:	<b>MABERY HEIGHTS</b>
Township-Range-Sect:		Map Reference:	<b>35-B5 /</b>
Legal Book/Page:		Tract #:	
Legal Lot:	<b>102</b>	School District:	<b>LOS ANGELES</b>
Legal Block:		School District Name:	
Market Area:	<b>C21</b>	Munic/Township:	
Neighbor Code:			
<b>Owner Transfer Information</b>			
Recording/Sale Date:	<b>/</b>	Deed Type:	
Sale Price:		1st Mtg Document #:	
Document #:			
<b>Last Market Sale Information</b>			
Recording/Sale Date:	<b>10/19/2011 / 09/08/2011</b>	1st Mtg Amount/Type:	<b>\$630,000 / CONV</b>
Sale Price:	<b>\$1,300,000</b>	1st Mtg Int. Rate/Type:	<b>/ ADJ</b>
Sale Type:	<b>FULL</b>	1st Mtg Document #:	<b>1411077</b>
Document #:	<b>1411076</b>	2nd Mtg Amount/Type:	<b>/</b>
Deed Type:	<b>GRANT DEED</b>	2nd Mtg Int. Rate/Type:	<b>/</b>
Transfer Document #:		Price Per SqFt:	<b>\$142.43</b>
New Construction:		Multi/Split Sale:	<b>MULTI</b>
Title Company:	<b>ORANGE COAST TITLE CO.</b>		
Lender:	<b>PACIFIC ALLIANCE BK</b>		
Seller Name:	<b>LA PARRILLA ENTS INC</b>		
<b>Prior Sale Information</b>			
Prior Rec/Sale Date:	<b>03/13/1992 / 02/1992</b>	Prior Lender:	
Prior Sale Price:	<b>\$890,460</b>	Prior 1st Mtg Amt/Type:	<b>\$690,500 / PRIVATE PARTY</b>
Prior Doc Number:	<b>422687</b>	Prior 1st Mtg Rate/Type:	<b>/</b>
Prior Deed Type:	<b>CORPORATION GRANT DEED</b>		
<b>Property Characteristics</b>			
Year Built / Eff:	<b>1924 / 1950</b>	Total Rooms/Offices	
Gross Area:	<b>9,127</b>	Total Restrooms:	
Building Area:	<b>9,127</b>	Roof Type:	
Tot Adj Area:		Roof Material:	<b>ROLL COMPOSITION</b>
Above Grade:		Construction:	<b>CONCRETE</b>
# of Stories:	<b>2.00</b>	Foundation:	<b>BLOCK/STUCCO</b>
Other Improvements:		Exterior wall:	
		Basement Area:	
		Garage Area:	
		Garage Capacity:	
		Parking Spaces:	
		Heat Type:	<b>YES</b>
		Air Cond:	
		Pool:	
		Quality:	<b>AVERAGE</b>
		Condition:	
<b>Site Information</b>			
Zoning:	<b>LAC2</b>	Acres:	<b>0.15</b>
Lot Area:	<b>6,751</b>	Lot Width/Depth:	<b>80 x</b>
Land Use:	<b>FAST FOOD FRANCHISE</b>	Commercial Units:	
Site Influence:	<b>CORNER</b>	Sewer Type:	
		County Use:	<b>FAST FOOD-WALK (2110)</b>
		State Use:	
		Water Type:	
		Building Class:	
<b>Tax Information</b>			
Total Value:	<b>\$1,149,611</b>	Assessed Year:	<b>2015</b>
Land Value:	<b>\$731,571</b>	Improved %:	<b>36%</b>
Improvement Value:	<b>\$418,040</b>	Tax Year:	<b>2014</b>
Total Taxable Value:	<b>\$1,149,611</b>	Property Tax:	<b>\$14,855.37</b>
		Tax Area:	<b>13</b>
		Tax Exemption:	

# Comparable Summary

For Property Located At



CoreLogic

RealQuest Professional

**3123 W SUNSET BLVD, LOS ANGELES, CA 90026**

**0 Comparable(s) found.** (Click on the address to view more property information)

▶ View Report

▶ Configure Display Fields

▶ Modify Comparable Search Criteria

### Summary Statistics For Selected Properties: 0

Subject Property	Low	High	Average
No comparable selected			

\*= user supplied for search only

<input type="checkbox"/> # F Address	Sale Price	Yr Blt	Bed	Baths/Restrooms(Full)	Last Recording	Bld/Liv	Lot Area	Dist
<b>Subject Property</b>								
3123 W SUNSET BLVD	\$1,300,000	1924			10/19/2011	9,127	6,751	0.0

**No Comps were found. Please modify search criteria.**

# EXHIBIT D

ASSIGNED INSPECTOR: **RONALD KIDWELL**  
JOB ADDRESS: **3129 WEST SUNSET BLVD., LOS ANGELES, CA**  
ASSESSORS PARCEL NO. (APN): **5426-005-011**

Date: **September 14, 2015**

CASE#: **473441**  
ORDER NO: **A-3108552**

EFFECTIVE DATE OF ORDER TO COMPLY: **September 21, 2012**  
COMPLIANCE EXPECTED DATE: **October 21, 2012**  
DATE COMPLIANCE OBTAINED: **No Compliance To Date**

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## **LIST OF IDENTIFIED CODE VIOLATIONS** **(ORDER TO COMPLY)**

### **VIOLATIONS:**

SEE ATTACHED ORDER # A-3108552



permits and return the electrical system to its original approved condition.

OR

Obtain the required electrical permit, expose concealed work and call for required inspections.

Code Section(s) in Violation: 93.0201, 93.0104, 12.21A.1.(a) of the L.A.M.C.

**4. Mechanical permit required for heating forced air units that serve the restaurant.**

You are therefore ordered to: 1) Obtain the required mechanical permit.

Code Section(s) in Violation: 95.112.1, 12.21A.1.(a),95.111.0 of the L.A.M.C.

Location: FAU units are installed in the storage area above the restaurant.

**5. Construction work was performed and concealed without obtaining the required inspections. CONCEALED WORK WITHOUT INSPECTION(S).**

You are therefore ordered to: 1) Expose all work concealed without the required inspections.  
2) Call for inspection.

Code Section(s) in Violation: 91.104.2.2, 91.103.1, 12.21A.1.(a) of the L.A.M.C.

**6. An inspection is required for the work performed.**

You are therefore ordered to: Obtain all required inspections including a final inspection.

Code Section(s) in Violation: 91.108.1, 91.103.1, 12.21A.1.(a) of the L.A.M.C.

**7. An investigation fee is required for work performed without the required permits.**

You are therefore ordered to: Pay the required investigation fee.

Code Section(s) in Violation: 91.5R107.5.1, 91.5R103.1, 12.21A.1(a) of the L.A.M.C.

**8. Exit door to street with unpermitted hardware height.**

You are therefore ordered to: Install door handles, pulls, latches, locks and other operating devices at 34 inches minimum and 48 inches maximum above finished floor.

Code Section(s) in Violation: 91.1008.1.9.2, 91.103.1, 12.21.A.1(a) of the L.A.M.C.

**NON-COMPLIANCE FEE WARNING:**

In addition to the C.V.I.F. noted above, a proposed noncompliance fee in the amount of **\$550.00** may be imposed for failure to comply with the order within 15 days after the compliance date specified in the order or unless an appeal or request for slight modification is filed within 15 days of the compliance date.

If an appeal or request for slight modification is not filed within 15 days of the compliance date or extensions granted therefrom, the determination of the department to impose and collect a non-compliance fee shall be final. Section 98.0411 L.A.M.C.

**NOTE: FAILURE TO PAY THE NON-COMPLIANCE FEE WITHIN 30 DAYS AFTER THE DATE OF MAILING THE INVOICE, MAY RESULT IN A LATE CHARGE OF TWO (2) TIMES THE NON-COMPLIANCE FEE PLUS A 50 PERCENT COLLECTION FEE FOR A TOTAL OF \$1,925.00.**

Any person who fails to pay the non-compliance fee, late charge and collection fee shall also pay interest. Interest shall be calculated at the rate of one percent per month.

**PENALTY WARNING:**

Any person who violates or causes or permits another person to violate any provision of the Los Angeles Municipal Code (L.A.M.C.) is guilty of a misdemeanor which is punishable by a fine of not more than \$1000.00 and/or six (6) months imprisonment for each violation. Section 11.00 (m) L.A.M.C.

**INVESTIGATION FEE REQUIRED:**

Whenever any work has been commenced without authorization by a permit or application for inspection, and which violates provisions of Articles 1 through 8 of Chapter IX of the Los Angeles Municipal Code (L.A.M.C.) , and if no order has been issued by the department or a court of law requiring said work to proceed, a special investigation fee which shall be double the amount charged for an application for inspection, license or permit fee, but not less than \$400.00 , shall be collected on each permit, license or application for inspection. Section 98.0402 (a) L.A.M.C.

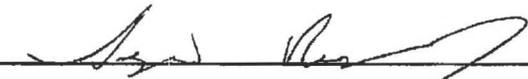
**APPEAL PROCEDURES:**

There is an appeal procedure established in this city whereby the Department of Building and Safety and the Board of Building and Safety Commissioners have the authority to hear and determine error or abuse of discretion, or requests for slight modification of the requirements contained in this order when appropriate fees have been paid. Section 98.0403.1 and 98.0403.2 L.A.M.C.

If you have any questions or require any additional information please feel free to contact me at (213)252-3045.

Office hours are 7:00 a.m. to 3:30 p.m. Monday through Thursday.

☺

Inspector: 

Date: September 14, 2012

SERGIO RODRIGUEZ  
3550 WILSHIRE BLVD. SUITE 1800  
LOS ANGELES, CA 90010  
(213)252-3045

  
REVIEWED BY