

CITY OF LOS ANGELES

CALIFORNIA



KAREN BASS
MAYOR

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

JAVIER NUNEZ
PRESIDENT

JACOB STEVENS
VICE PRESIDENT

CORISSA HERNANDEZ
MOISES ROSALES
NANCY YAP

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

OSAMA YOUNAN, P.E.
GENERAL MANAGER
SUPERINTENDENT OF BUILDING

JOHN WEIGHT
EXECUTIVE OFFICER

March 8, 2024

Council District: # 9

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

JOB ADDRESS: **5859 SOUTH BROADWAY, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **6005-007-013**
Re: Invoice # 800026-8

Pursuant to the authority granted by Section 91.103 of the Los Angeles Municipal Code, the Los Angeles Department of Building and Safety (LADBS) investigated and identified code violations at: **5859 South Broadway, Los Angeles, CA**, ("Property"). A copy of the title report which includes a full legal description of the property is attached as Exhibit A.

Following the Department's investigation an order or orders to comply were issued on September 5, 2019 to the property owner and all interested parties. Pursuant to Section 98.0411(a) the order warned that "a proposed noncompliance fee 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 slight modification is filed within 15 days after the compliance date." The owners failed to comply within the time prescribed by ordinance. The Department imposed non-compliance fee as follows:

<u>Description</u>	<u>Amount</u>
Non-Compliance fee	660.00
Late Charge/Collection fee (250%)	1,650.00
Accumulated Interest (1%/month)	14.44
Title Report fee	30.00
Grand Total	\$ 2,354.44

Pursuant to the authority granted by Section 7.35.3 of the Los Angeles Administrative Code, it is proposed that a lien for a total sum of **\$2,354.44** be recorded against the property. It is requested that the Honorable City Council of the City of Los Angeles (the "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 Council instruct the LADBS to deposit to Dept 08, Fund 48R, Balance Sheet Account 2200, any payment received against this lien in the amount of **\$2,354.44** 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

Ana Mae Yutan
Chief, Resource Management Bureau

ATTEST: HOLLY WOLCOTT, CITY CLERK

Lien confirmed by
City Council on:

BY: _____
DEPUTY



1649 BUCKINGHAM RD.
LOS ANGELES, CA 90019
Phone 310-943-9235 latitle@in2-res.com

Property Title Report

Work Order No. T17182
Dated as of: 08/26/2022

Prepared for: City of Los Angeles

SCHEDULE A
(Reported Property Information)

APN #: 6005-007-013

Property Address: 5859 S BROADWAY

City: Los Angeles

County: Los Angeles

VESTING INFORMATION

Type of Document: GRANT DEED

Grantee : NEWCASTLE INVESTMENTS II, LLC

Grantor : FA PS INVESTMENTS, LLC

Deed Date : 12/13/2018

Recorded : 01/07/2019

Instr No. : 19-0016252

MAILING ADDRESS: NEWCASTLE INVESTMENTS II, LLC
8383 WILSHIRE BLVD STE 646, BEVERLY HILLS, CA 90211

SCHEDULE B

LEGAL DESCRIPTION

Lot Number: 11,12 Subdivision Name: BURKE BROS MONETA PARK TRACT Brief Description:
BURKE BROS MONETA PARK TRACT EX OF ST LOTS 11 AND LOT 12

MORTGAGES/LIENS

Type of Document: DEED OF TRUST

Recording Date: 01/07/2019

Document #: 19-2216253

Loan Amount: \$81,874

Lender Name: FA PS INVESTMENT, LLC

Borrowers Name: NEWCASTLE INVESTMENTS II, LLC

MAILING ADDRESS: FA PS INVESTMENT, LLC
325 N. MAPLE DR. #5255 BEVERLY HILLS, CA 90210

This page is part of your document - DO NOT DISCARD



20190016252



Pages:
0004

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

01/07/19 AT 08:00AM

FEES: 28.00

TAXES: 1,988.00

OTHER: 0.00

PAID: 2,016.00



LEADSHEET



201901070110035

00016142273



009557845

SEQ:

03

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

T55

RECORDING REQUESTED BY:
Fidelity National Title

AND WHEN RECORDED MAIL TO:

Newcastle Investments II
8383 Wilshire Blvd., #646
Beverly Hills, Ca 90211



THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 30019704

Escrow No.: 18-79707-DB

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$390.50 CITY TRANSFER TAX \$1,597.50

computed on full value of property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale.

Unincorporated area City of Los Angeles AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

FA PS Investments, LLC, a California Limited Liability Company

hereby GRANT(s) to:

Newcastle Investments II, LLC, a California Limited Liability Company

the following described real property in the City of Los Angeles, County of Los Angeles, State of California,
described as: LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF
Also Known as: 5859 S. Broadway, Los Angeles, CA

APN#: 6005-007-013

DATE: December 13, 2018

PLEASE SEE PAGE TWO FOR GRANTOR'S SIGNATURE.

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

3A

GRANT DEED - PAGE TWO

GRANTOR'S SIGNATURE:

FA PS Investments, LLC,
a California Limited Liability Company

By: [Signature]
Name: Forough Azadehyan
Title: MANAGER

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)SS

On December 13, 2018 before me, Joseph M. Accardo, a
Notary Public personally appeared, Forough Azadehyan

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 within 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]
Notary Public



EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 11 AND 12 OF BURKE BROS. MONETA PARK TRACT, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 178 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 6005-007-013

This page is part of your document - DO NOT DISCARD

20190016253



Pages:
0009

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

01/07/19 AT 08:00AM

FEES:	68.00
TAXES:	0.00
OTHER:	0.00
<hr/>	
PAID:	68.00



LEADSHEET



201901070110035

00016142274



009557845

SEQ:
04

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

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FNTIC
30019704

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

FA PS Investments, LLC
325 N. Maple Dr. #5255
Beverly Hills, CA 90210



DEED OF TRUST

APN: 6005-007-013

THIS DEED OF TRUST made this December 13th, 2018, between Newcastle Investments II, LLC, herein called Trustor, whose address is 325 N. Maple Dr. #5255, Beverly Hills, CA 90210; Ramin Azadegan, Esq., herein called Trustee; and FA PS Investments, LLC, herein collectively called Beneficiary, whose address is 325 N. Maple Drive #5255, Beverly Hills, CA 90210.

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to Trustee IN TRUST, WITH POWER OF SALE, that property in the City of Los Angeles, County of Los Angeles, State of California, described as set forth on the attached Exhibit A.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by Paragraph (10) of the provisions hereinafter set forth to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by a Note Secured by Deed of Trust of even date herewith, and any extension or renewal thereof, in the principal sum of \$81,874.19 executed by Trustor in favor of Beneficiary or order.

Exempt from fee per GC 27388.1 (a) (2);
recorded concurrently in connection with
a transfer subject to the imposition of
documentary transfer tax

YA

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished there for; to comply with all laws affecting said property, or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy maybe applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, Including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security

hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The

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grantee in such reconveyance maybe described as "the person or persons legally entitled thereto". Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby, or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by deliver to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale.

Trustee may postpone sale of all or any portion of said

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property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary as herein after defined, may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided bylaw. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

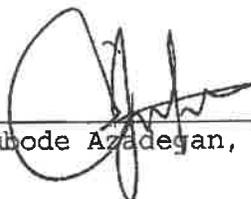
(15) Upon the occurrence of an event of default, Beneficiary may proceed under this Deed of Trust and/or any or all other mortgages against either or any parcel of the Trust Property and/or any or all the other collateral in one or more parcels and in such manner and order as Beneficiary shall elect. As used herein, Trust Property refers to the property encumbered by this Deed of Trust. Trustor hereby irrevocably waives and releases, to the extent permitted by law, and whether now or hereafter in force, any right to have the Trust Property and/or the other collateral marshaled upon any foreclosure of this Deed of Trust or any other mortgage. Without limiting the generality of the foregoing, and without limitation as to any other right or remedy provided to Beneficiary in this Deed of Trust or the other loan documents, in the case of an event of default (i) Beneficiary shall have the right to pursue all of its rights and remedies under this Deed of Trust and loan documents, at law and/or in equity, in one proceeding, or separately and independently in separate proceedings from time to time, as Beneficiary, in its sole and absolute discretion, shall determine from time to time, (ii) Beneficiary shall not be required to either marshal assets, sell the Trust Property and/or any other collateral in any particular order of alienation (and may sell the same simultaneously and together or separately), or be subject to any "one action" or "election of remedies" law or rule with respect to the Trust Property and/or any other collateral, (iii) the exercise by Beneficiary of any remedies against any one item of Trust Property and/or any other collateral will not impede Beneficiary from subsequently or simultaneously exercising remedies against any other item of Trust Property and/or other collateral; (iv) all liens and other rights, remedies or privileges provided to Beneficiary herein shall remain in full force and effect until Beneficiary has exhausted all of its remedies against the Trust Property and all Trust Property has been foreclosed, sold and/or otherwise realized upon in satisfaction of the debt, and (v) Beneficiary may resort for the payment of the debt to any security held by Beneficiary in such order and manner as Beneficiary, in its discretion, may elect and Beneficiary may take action to recover the debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Beneficiary thereafter to foreclose this Deed of Trust.

The principal and all unpaid interest shall be all due and payable on sale, transfer, refinance, entry into a land sale contract, hypothecation or any other such act affecting ownership of the property identified in this Deed of Trust.

The undersigned Trustor requests that a copy of any

notice of default and of any notice of sale hereunder be mailed to him at the address hereinabove set forth.

Newcastle Investments II, LLC

By  _____
Rambo Azadegan, Manager

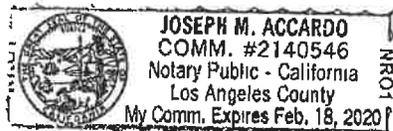
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On December 13, 2018, before me, Joseph M. Accardo, a notary public, personally appeared RAMBODE AZADEGAN, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.



 _____
Notary Public

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EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 11 AND 12 OF BURKE BROS. MONETA PARK TRACT, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 178 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 6005-007-013

EXHIBIT B

ASSIGNED INSPECTOR: **MARIO CUEVAS**
JOB ADDRESS: **5859 SOUTH BROADWAY, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **6005-007-013**

Date: **March 8, 2024**

Last Full Title: **08/26/2022**

Last Update to Title:

.....

LIST OF OWNERS AND INTERESTED PARTIES

1) NEWCASTLE INVESTMENTS II, LLC
8383 WILSHIRE BLVD., STE. 646
BEVERLY HILLS, CA 90211

CAPACITY: OWNER

2) FA PS INVESTMENT, LLC
325 N. MAPLE DR., #5255
BEVERLY HILLS, CA 90210

CAPACITY: INTERESTED PARTY

Property Detail Report

For Property Located At :
5859 S BROADWAY, LOS ANGELES, CA 90003-1166



Owner Information

Owner Name: **NEWCASTLE INVESTMENTS II LLC**
 Mailing Address: **8383 WILSHIRE BLVD #646, BEVERLY HILLS CA 90211-2444 C076**
 Vesting Codes: **//**

Location Information

Legal Description: **BURKE BROS MONETA PARK TRACT EX OF ST LOTS 11 AND LOT 12**
 County: **LOS ANGELES, CA** APN: **6005-007-013**
 Census Tract / Block: **2392.01 / 3** Alternate APN:
 Township-Range-Sect: Subdivision: **BURKE BROS MONETA PARK TR**
 Legal Book/Page: Map Reference: **52-A4 /**
 Legal Lot: **12** Tract #:
 Legal Block: School District: **LOS ANGELES**
 Market Area: **C42** School District Name: **LOS ANGELES**
 Neighbor Code: Munic/Township: **L.A. SANTA**

Owner Transfer Information

Recording/Sale Date: **/** Deed Type:
 Sale Price: 1st Mtg Document #:
 Document #:

Last Market Sale Information

Recording/Sale Date: **01/07/2019 / 12/13/2018** 1st Mtg Amount/Type: **\$81,874 / CONV**
 Sale Price: **\$355,000** 1st Mtg Int. Rate/Type: **/**
 Sale Type: **FULL** 1st Mtg Document #: **16253**
 Document #: **16252** 2nd Mtg Amount/Type: **/**
 Deed Type: **GRANT DEED** 2nd Mtg Int. Rate/Type: **/**
 Transfer Document #: Price Per SqFt: **\$87.87**
 New Construction: Multi/Split Sale:
 Title Company: **FIDELITY NAT'L TITLE INS CO**
 Lender: *** OTHER INSTITUTIONAL LENDERS**
 Seller Name: **FA PS INVESTMENTS LLC**

Prior Sale Information

Prior Rec/Sale Date: **01/07/2019 / 01/29/2018** Prior Lender:
 Prior Sale Price: **\$100,000** Prior 1st Mtg Amt/Type: **/**
 Prior Doc Number: **16251** Prior 1st Mtg Rate/Type: **/**
 Prior Deed Type: **GRANT DEED**

Property Characteristics

Year Built / Eff:	1949 / 1949	Total Rooms/Offices	Garage Area:
Gross Area:	4,040	Total Restrooms:	Garage Capacity:
Building Area:	4,040	Roof Type:	Parking Spaces:
Tot Adj Area:		Roof Material:	Heat Type:
Above Grade:		Construction:	Air Cond:
# of Stories:		Foundation:	Pool:
Other Improvements:	Building Permit	Exterior wall:	Quality:
		Basement Area:	Condition:

Site Information

Zoning:	LAC2	Acres:	0.13	County Use:	CHURCH (7100)
Lot Area:	5,589	Lot Width/Depth:	x	State Use:	
Land Use:	RELIGIOUS	Res/Comm Units:	1 / 1	Water Type:	
Site Influence:				Sewer Type:	

Tax Information

Total Value:	\$365,850	Assessed Year:	2021	Property Tax:	\$4,831.57
Land Value:	\$288,558	Improved %:	21%	Tax Area:	6659
Improvement Value:	\$77,292	Tax Year:	2021	Tax Exemption:	
Total Taxable Value:	\$365,850				

Comparable Sales Report

For Property Located At



5859 S BROADWAY, LOS ANGELES, CA 90003-1166

7 Comparable(s) Selected.

Report Date: 09/01/2022

Summary Statistics:

	Subject	Low	High	Average
Sale Price	\$355,000	\$700,000	\$2,222,000	\$1,576,714
Bldg/Living Area	4,040	3,446	4,316	3,994
Price/Sqft	\$87.87	\$176.23	\$644.81	\$400.68
Year Built	1949	1922	1980	1947
Lot Area	5,589	5,511	98,352	26,563
Bedrooms	0	2	2	2
Bathrooms/Restrooms	0	1	2	2
Stories	0.00	0.00	0.00	0.00
Total Value	\$365,850	\$44,793	\$1,734,444	\$490,472
Distance From Subject	0.00	0.37	19.96	10.62

*= user supplied for search only

Comp #:	1	Distance From Subject:	0.37 (miles)
Address:	6101 S FIGUEROA ST, LOS ANGELES, CA 90003-1021		
Owner Name:	ALI M & NASSIRI R FAM TRUST		
Seller Name:	CHRISTIAN CHURCH		
APN:	6004-025-032	Map Reference:	52-A4 /
County:	LOS ANGELES, CA	Census Tract:	2371.02
Subdivision:	3	Zoning:	LAC2
Rec Date:	01/31/2022	Prior Rec Date:	
Sale Date:	01/20/2022	Prior Sale Date:	
Sale Price:	\$700,000	Prior Sale Price:	
Sale Type:	FULL	Prior Sale Type:	
Document #:	117978	Acres:	0.13
1st Mtg Amt:		Lot Area:	5,511
Total Value:	\$44,793	# of Stories:	
Land Use:	RELIGIOUS	Park Area/Cap#:	/
Building Area:	3,972	Total Rooms/Offices:	
Total Restrooms:	1	Yr Built/Eff:	1922 /
Air Cond:	NONE	Pool:	
Roof Mat:			

Comp #:	2	Distance From Subject:	2.62 (miles)
Address:	1432 E 25TH ST, LOS ANGELES, CA 90011-1812		
Owner Name:	BD 25 STREET LLC		
Seller Name:	HOUSE OF PRAYER UNITED HOLY CH/AM		
APN:	5118-009-030	Map Reference:	52-D1 /
County:	LOS ANGELES, CA	Census Tract:	2270.20
Subdivision:	25TH STREET	Zoning:	LARD1.5
Rec Date:	08/26/2022	Prior Rec Date:	
Sale Date:	07/21/2022	Prior Sale Date:	
Sale Price:	\$1,200,000	Prior Sale Price:	
Sale Type:	FULL	Prior Sale Type:	
Document #:	853730	Acres:	0.24
1st Mtg Amt:	\$600,000	Lot Area:	10,502
Total Value:	\$93,031	# of Stories:	
Land Use:	RELIGIOUS	Park Area/Cap#:	/
Building Area:	4,196	Total Rooms/Offices:	
Total Restrooms:		Yr Built/Eff:	1927 / 1937
Air Cond:		Pool:	
Roof Mat:			

Comp #:	3	Distance From Subject:	8.00 (miles)
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Address: **3721 MARMION WAY, LOS ANGELES, CA 90065-2426**
 Owner Name: **GALILEE MISSION CHURCH**
 Seller Name: **HIGHLAND VIEW PENTECOSTAL ASSE**
 APN: **5451-010-008** Map Reference: **36-A4 /** Building Area: **4,316**
 County: **LOS ANGELES, CA** Census Tract: **1990.02** Total Rooms/Offices:
 Subdivision: **HIGHLAND VIEW** Zoning: **LARAS3** Total Restrooms:
 Rec Date: **01/21/2022** Prior Rec Date: Yr Built/Eff: **1947 / 1947**
 Sale Date: **10/11/2021** Prior Sale Date: Air Cond:
 Sale Price: **\$2,150,000** Prior Sale Price: Pool:
 Sale Type: **FULL** Prior Sale Type: Roof Mat:
 Document #: **82264** Acres: **0.32**
 1st Mtg Amt: **\$300,000** Lot Area: **13,728**
 Total Value: **\$178,651** # of Stories:
 Land Use: **RELIGIOUS** Park Area/Cap#: **/**

Comp #: **4** Distance From Subject: **11.08 (miles)**
 Address: **4801 LONG BEACH BLVD, LONG BEACH, CA 90805-6933**
 Owner Name: **CHURCH OF GOD DIVINE COMMANDMENTS**
 Seller Name: **WORD OF GOD MINISTRIES**
 APN: **7133-032-026** Map Reference: **70-C3 /** Building Area: **3,724**
 County: **LOS ANGELES, CA** Census Tract: **5717.01** Total Rooms/Offices:
 Subdivision: Zoning: **LBCCA** Total Restrooms: **2**
 Rec Date: **07/20/2022** Prior Rec Date: **10/15/2014** Yr Built/Eff: **1948 / 1949**
 Sale Date: **06/21/2022** Prior Sale Date: **10/13/2014** Air Cond: **NONE**
 Sale Price: **\$1,900,000** Prior Sale Price: **\$925,000** Pool:
 Sale Type: **FULL** Prior Sale Type: **FULL** Roof Mat:
 Document #: **741688** Acres: **0.15**
 1st Mtg Amt: **\$900,000** Lot Area: **6,591**
 Total Value: **\$454,117** # of Stories:
 Land Use: **RELIGIOUS** Park Area/Cap#: **/**

Comp #: **5** Distance From Subject: **15.44 (miles)**
 Address: **380 E WOODBURY RD, ALTADENA, CA 91001-2963**
 Owner Name: **REFUGE CHRISTIAN CENTER**
 Seller Name: **INTERNATIONAL CH OF THE FOURSQUAR**
 APN: **5838-001-015** Map Reference: **20-A5 /** Building Area: **4,137**
 County: **LOS ANGELES, CA** Census Tract: **4615.02** Total Rooms/Offices:
 Subdivision: **PAINTER & BALL TR** Zoning: **PSC6** Total Restrooms:
 Rec Date: **06/24/2022** Prior Rec Date: **08/05/2002** Yr Built/Eff: **/ 1960**
 Sale Date: **04/13/2022** Prior Sale Date: **07/17/2002** Air Cond:
 Sale Price: **\$865,000** Prior Sale Price: **\$515,000** Pool:
 Sale Type: **FULL** Prior Sale Type: **FULL** Roof Mat:
 Document #: **663505** Acres: **0.45**
 1st Mtg Amt: **\$835,000** Lot Area: **19,556**
 Total Value: **\$555,270** # of Stories:
 Land Use: **RELIGIOUS** Park Area/Cap#: **/**

Comp #: **6** Distance From Subject: **16.85 (miles)**
 Address: **2531 VALLECITO DR, HACIENDA HEIGHTS, CA 91745-5125**
 Owner Name: **ROBERTO MEJIA & LINDA SA TRUST**
 Seller Name: **AYNYA LLC**
 APN: **8222-011-048** Map Reference: **85-D3 /** Building Area: **4,164**
 County: **LOS ANGELES, CA** Census Tract: **4085.05** Total Rooms/Offices:
 Subdivision: **2472** Zoning: **LCR115000*** Total Restrooms: **2**
 Rec Date: **04/25/2022** Prior Rec Date: **10/17/2017** Yr Built/Eff: **1980 / 1980**
 Sale Date: **04/12/2022** Prior Sale Date: **10/03/2017** Air Cond:
 Sale Price: **\$2,000,000** Prior Sale Price: **\$1,650,000** Pool:
 Sale Type: **FULL** Prior Sale Type: **FULL** Roof Mat:
 Document #: **447032** Acres: **2.26**
 1st Mtg Amt: Lot Area: **98,352**
 Total Value: **\$1,734,444** # of Stories:
 Land Use: **RELIGIOUS** Park Area/Cap#: **/**

Comp #:	7		Distance From Subject: 19.96 (miles)
Address:	15847 FRANCISQUITO AVE, LA PUENTE, CA 91744-1272		
Owner Name:	VICTORY OUTREACH WEST COVINA		
Seller Name:	IMMANUEL BAPTIST CH OF PUENTE		
APN:	8489-019-035	Map Reference:	92-A3 /
County:	LOS ANGELES, CA	Census Tract:	4066.02
Subdivision:	E J BALDWINS	Zoning:	LCA110000*
Rec Date:	06/07/2022	Prior Rec Date:	
Sale Date:	03/15/2022	Prior Sale Date:	
Sale Price:	\$2,222,000	Prior Sale Price:	
Sale Type:	FULL	Prior Sale Type:	
Document #:	605711	Acres:	0.73
1st Mtg Amt:	\$2,047,000	Lot Area:	31,700
Total Value:	\$372,999	# of Stories:	
Land Use:	RELIGIOUS	Park Area/Cap#:	/
		Building Area:	3,446
		Total Rooms/Offices:	
		Total Restrooms:	
		Yr Built/Eff:	1962 / 1962
		Air Cond:	
		Pool:	
		Roof Mat:	

EXHIBIT D

ASSIGNED INSPECTOR: **MARIO CUEVAS**
JOB ADDRESS: **5859 SOUTH BROADWAY, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **6005-007-013**

Date: **March 8, 2024**

CASE NO.: **878777**
ORDER NO.: **A-5125811**

EFFECTIVE DATE OF ORDER TO COMPLY: **September 5, 2019**
COMPLIANCE EXPECTED DATE: **September 20, 2019**
DATE COMPLIANCE OBTAINED: **No compliance to date**

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LIST OF IDENTIFIED CODE VIOLATIONS
(ORDER TO COMPLY)

VIOLATIONS:

SEE ATTACHED ORDER # A-5125811

1051126201030905

BOARD OF BUILDING AND SAFETY COMMISSIONERS

- VAN AMBATTIELOS PRESIDENT
E. FELICIA BRANNON VICE-PRESIDENT
JOSELYN GEAGA-ROSENTHAL
GEORGE HOVAGUIMIAN
JAVIER NUNEZ

CITY OF LOS ANGELES CALIFORNIA



ERIC GARCETTI MAYOR

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

FRANK M. BUSH GENERAL MANAGER

OSAMA YOUNAN, P.E. EXECUTIVE OFFICER

ORDER TO COMPLY AND NOTICE OF FEE

NEWCASTLE INVESTMENTS II LLC
8383 WILSHIRE BLVD UNIT 646
BEVERLY HILLS, CA 90211

The undersigned mailed this notice by regular mail, postage prepaid, to the addressee on this day,

CASE #: 878777
ORDER #: A-5125811
EFFECTIVE DATE: September 05, 2019
COMPLIANCE DATE: September 20, 2019

OWNER OF
SITE ADDRESS: 5859 S BROADWAY
ASSESSORS PARCEL NO.: 6005-007-013
ZONE: C2; Commercial Zone

SEP 05 2019

To the address as shown on the last equalized assessment roll. Initialed by [Signature]

An inspection has revealed that the property (Site Address) listed above is in violation of the Los Angeles Municipal Code (L.A.M.C.) sections listed below. You are hereby ordered to correct the violation(s) and contact the inspector listed in the signature block at the end of this document for a compliance inspection by the compliance date listed above.

FURTHER, THE CODE VIOLATION INSPECTION FEE (C.V.I.F) OF \$ 356.16 (\$336 fee plus a six percent Systems Development Surcharge of \$20.16) WILL BE BILLED TO THE PROPERTY OWNER. The invoice/notice will be sent to the owner as it appears on the last equalized assessment roll. Section 98.0421 L.A.M.C.

NOTE: FAILURE TO PAY THE C.V.I.F. WITHIN 30 DAYS OF THE INVOICE DATE OF THE BILL NOTED ABOVE WILL RESULT IN A LATE CHARGE OF TWO (2) TIMES THE C.V.I.F. PLUS A 50 PERCENT COLLECTION FEE FOR A TOTAL OF \$1,176.00. Any person who fails to pay the fee, late charge and collection fee, shall also pay interest. Interest shall be calculated at the rate of one percent per month.

The inspection has revealed that the property is in violation of the Los Angeles Municipal Code as follows:

VIOLATION(S):

1. The tenant improvement was/is constructed without the required permits and approvals.

You are therefore ordered to: 1) Demolish and remove all construction work performed without the required permit(s). 2) Restore the existing structure(s) to its originally approved condition, OR 3) Submit plans, obtain the required permits and expose the work for proper inspections.

Code Section(s) in Violation: 91.8105, 91.106.1.1, 91.106.3.2, 91.103.1, 93.0201, 93.0104, 95.111.1, 95.111.2, 94.103.1, 12.21A.1.(a) of the L.A.M.C.

Comments: The unapproved construction includes partition walls, electrical, plumbing, and mechanical work done throughout the building.

2. Unapproved occupancy or use of the store as a cultivation facility.

You are therefore ordered to: Discontinue the unapproved occupancy or use of the store as cultivation facility.

Code Section(s) in Violation: 91.104.2.5, 91.103.1, 12.26E and 12.21A.1.(a) of the L.A.M.C.

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities.



CODE ENFORCEMENT BUREAU
For routine City business and non-emergency services: Call 3-1-1
www.ladbs.org

1051126201099005

3. Egress door(s) which require the use of a key, special knowledge or more than one operation.

You are therefore ordered to: Remove and/or replace egress doors which require the use of a key, any special knowledge or more than one operation.

Code Section(s) in Violation: 91.1010.1.9.3, 91.1010.1.9.4, 91.103.1, 12.21.A.1(a) of the L.A.M.C.

Comments: Remove all double keyed locks, magnetic locks, and manually operated flush / surface bolts and latches from all egress doors.

NON-COMPLIANCE FEE WARNING:

YOU ARE IN VIOLATION OF THE L.A.M.C. IT IS YOUR RESPONSIBILITY TO CORRECT THE VIOLATION(S) AND CONTACT THE INSPECTOR LISTED BELOW TO ARRANGE FOR A COMPLIANCE INSPECTION BEFORE THE NON-COMPLIANCE FEE IS IMPOSED. Failure to correct the violations and arrange for the compliance inspection within 15 days from the Compliance Date, will result in imposition of the fee noted below.

In addition to the C.V.I.F. noted above, a proposed noncompliance fee in the amount of \$660.00 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 \$2,310.00.

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.

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