

This page is part of your document - DO NOT DISCARD



20210305004



Pages:
0014

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

02/24/21 AT 08:04AM

FEES:	56.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	131.00



LEADSHEET



202102242820009

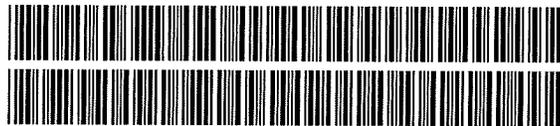
00019960290



011854333

SEQ:
01

DAR - Mail (Intake)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY
Los Angeles Department of City Planning

When Recorded Mail to:

Name: Craig Fry
Address: 990 S Arroyo Pkwy #4
Pasadena CA 91105



Space Above This Line Reserved For Recorder's Use

MASTER COVENANT AND AGREEMENT

The undersigned hereby certifies I am (we are) the owner(s) of the hereinafter legally described property located in the City of Los Angeles, County of Los Angeles, State of California. Please complete the following; if the property has a complex legal description or contains a Lot Cut reference (i.e. "ARB." number) attach the legal description on a separate page(s)):

Legal Description (lot, block, tract) See Attached Legal Property Description at Exhibit A ;
Site Address 7865-7871 W. Sunset Boulevard and 1500-1512 N. Fairfax Avenue

That in consideration of the Approval of Case Number: ZA-2019-6201-CUB
by the Department of City Planning, I (we) do hereby promise, covenant and agree to and with the City of Los Angeles and the Department of City Planning of said City that to the extent of our interest, I (we) acknowledge and will comply with Conditions Numbers: 1 through 30, as set forth at Exhibit B (see attached).

This covenant and agreement shall run with the land and shall be binding upon any future owners, encumbrancers, their successors, heirs or assigns and shall continue in effect until the Department of City Planning of the City of Los Angeles approves its termination.

Parviz Natanzi, Trustee of the 2008 Parviz D. Natanzi and Rozita Ahdoot Natanzi Revocable Trust

Print Name of Property Owner

Signature of Trustee

Rozita Ahdoot Natanzi, Trustee of the 2008 Parviz D. Natanzi and Rozita Ahdoot Natanzi Revocable Trust

Print Name of Property Owner

Signature of Trustee

Fariborz Bardi, Trustee of the Bardi Revocable Family Trust

Print Name of Property Owner

Signature of Trustee

Dated this 28th day of December, 20 20.

For Los Angeles Department of City Planning Use Only

Case Number: ZA-2019-6201-CUB Condition Number(s): 1-30

and/or Ordinance Number: N/A

Approved For Recording By The Undersigned On This Date: FEBRUARY 16, 2021

Print Name: BRYANT WA Signature: BRYANT WA

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

On 12/28/20 before me, Alexander A. Martinez (here insert name and title of the officer)

a Notary Public, personally appeared Parviz Katanziz

Instead the 2008 Parviz D. Katanziz and Razia Akhat Katanziz Requesting 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.

[Handwritten Signature]

Signature of Notary Public



(Notary Seal)

OPTIONAL ENTRIES

Title or Type of Document:

Name of Other Party(ies) Involved:

Date of Document: No. of Pages: Type or ID. Used:

Company Represented: Officer's Title:

Product Item No. 72930

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

On 12/28/20 before me, Alexander A. Martinez
(here insert name and title of the officer)

a Notary Public, personally appeared Rozita Ahdast Katanzi, Trustee

of the 2008 Parviz D. Katanzi and Rozita Ahdast Katanzi Revocable Trust
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.

[Handwritten Signature]

Signature of Notary Public



(Notary Seal)

OPTIONAL ENTRIES

Title or Type of Document: _____

Name of Other Party(ies) Involved: _____

Date of Document: _____ No. of Pages: _____ Type of ID. Used: _____

Company Represented: _____ Officer's Title: _____

Product Item No. 72930

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

On 12/28/20 before me, Alexander A. Martinez (here insert name and title of the officer)

a Notary Public, personally appeared Fariborz Bardi, Trustee of the Bardi Revocable Family Trust

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.

Handwritten signature of Alexander A. Martinez

Signature of Notary Public



(Notary Seal)

OPTIONAL ENTRIES

Title or Type of Document:

Name of Other Party(ies) Involved:

Date of Document: No. of Pages: Type of ID. Used:

Company Represented: Officer's Title:

Product Item No. 72930

Exhibit A

Legal Description of Property

The land referred to herein is situated in the State of California, County of Los Angeles, City of Los Angeles, and described as follows:

Parcel 1:

Lot 1 and the West 35.04 feet of Lot 2 of Tract No. 3656, in the County of Los Angeles, State of California, as per map recorded in Book 40 Page 30 of Maps, in the office of the County Recorder of said County.

Excepting therefrom that portion of said land conveyed to the County of Los Angeles, in the Deed recorded December 3, 1968, in Book D4213, Page 470 of Official Records.

Parcel 2:

Lot 1 and the Southerly 35 feet of Lot 2 and the Westerly 35.04 feet of Lots 21 and 22 of Tract No. 3390, as per map recorded in Book 37 Page 31 of Maps, in the office of the County Recorder of said County.

Excepting from said Lots 1 and 22, those portions thereof included within the land described in Parcel 1 above.

Also except that portion of said land conveyed to the County of Los Angeles, in the deed recorded December 3, 1968, in Book D4213, Page 479 of Official Records.

APN: 5551-019-021

Exhibit B

Conditions Nos. 1 through 30

[Conditions Nos. 1-30 from Case No. ZA-2019-6201-CUB should be placed here]

ESTINEH MAILIAN
CHIEF ZONING ADMINISTRATOR

ASSOCIATE ZONING ADMINISTRATORS

JACK CHIANG
HENRY CHU
THEODORE L. IRVING
FRANKLIN N. QUON
CHARLES J. RAUSCH JR.
FERNANDO TOVAR
DAVID S. WEINTRAUB
MAYA E. ZAITZEVSKY

CITY OF LOS ANGELES
CALIFORNIA

ERIC GARCETTI
MAYOR

EXECUTIVE OFFICES
200 N. SPRING STREET, ROOM 525
LOS ANGELES, CA 90012-4801
(213) 978-1271

VINCENT P. BERTONI, AICP
DIRECTOR

KEVIN J. KELLER, AICP
EXECUTIVE OFFICER

SHANA M.M. BONSTIN
DEPUTY DIRECTOR

TRICIA KEANE
DEPUTY DIRECTOR

ARTHI L. VARMA, AICP
DEPUTY DIRECTOR

LISA M. WEBBER, AICP
DEPUTY DIRECTOR

<http://planning.lacity.org>

September 30, 2020

Parham Natanzi (A)
Sunset Fairfax Oil LLC
5134 Kanan Road
Agoura Hills, CA 91301

Sunset Landlord, LLC (O)
5134 Kanan Road
Los Angeles, CA 91301

Brii Herzog (R)
Craig Fry & Associates
1010 South Arroyo Parkway, Unit 6
Pasadena, CA 91105

CASE NO. ZA-2019-6201-CUB
CONDITIONAL USE
7865 Sunset Boulevard, Los Angeles, CA
90046

Hollywood Planning Area

Zone : C4-1VL

C.D. : 4 – David E. Ryu

D.M. : 147B177

CEQA: ENV-2019-6202-CE

Legal Description : Lot FR1, Tract 3656

Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15061, I hereby DETERMINE:

based on the whole of the administrative record, that the Project is exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Class 1), and there is no substantial evidence demonstrating that an exception to a categorical exemption pursuant to CEQA Guidelines, Section 15300.2 applies;

Pursuant to Los Angeles Municipal Code (LAMC) Section 12.24 W, I hereby APPROVE:

a Conditional Use to allow the sale of beer and wine for off-site consumption in conjunction with an existing gas station and new 2,500 square foot convenience store operating 24 hours daily as a Commercial Corner in the C4-1VL Zone;

Upon the following additional terms and conditions:

1. All other use, height and area regulations of the Municipal Code and all other applicable government/regulatory agencies shall be strictly complied with in the development and use of the property, except as such regulations are herein specifically varied or required.

1/7
BW

2. The use and development of the property shall be in substantial conformance with the plot plan and floor plan submitted with the application and marked Exhibit "A", except as may be revised as a result of this action.
3. The authorized use shall be conducted at all times with due regard for the character of the surrounding district, and the right is reserved to the Zoning Administrator to impose additional corrective Conditions, if, in the Administrator's opinion, such Conditions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property.
4. All graffiti on the site shall be removed or painted over to match the color of the surface to which it is applied within 24 hours of its occurrence.
5. 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 City Planning and the Department of Building and Safety for purposes of having a building permit issued at any time during the term of this grant.
6. Prior to the effectuation of this grant, a covenant acknowledging and agreeing to comply with all the terms and conditions established herein shall be recorded in the County Recorder's Office. The agreement (standard master covenant and agreement form CP-6770) shall run with the land and shall be binding on any subsequent owners, heirs or assigns. The agreement with the conditions attached must be submitted to the Department of City Planning for approval before being recorded. After recordation, a certified copy bearing the Recorder's number and date shall be provided for inclusion in case file.
7. Authorized herein is the sale of beer and wine for off-site consumption, in conjunction with an existing approximately 815 square-foot convenience store with current hours of operation 24 hours daily.
8. Prior to the utilization of this grant, a camera surveillance system shall be installed to monitor the interior, entrance, exits, and exterior areas, in front of and around the premises. Recorded tapes/images shall be maintained for a minimum period of 90 days.
9. Lighting shall be installed in all areas within the business in conformance with the Los Angeles Municipal Code. The lighting shall be such that it renders all objects and persons clearly visible within the establishment.
10. **Complaint Log.** A telephone number and email address shall be provided for complaints or concerns from the community regarding the operation. The phone number and email address shall be posted at the following locations:
 - a. Entry, visible to pedestrians
 - b. Customer service desk, front desk or near the reception area.

2/7
BW

Complaints shall be responded to within 24-hours. The applicant shall maintain a log of all calls and emails, detailing: (1) date complaint received; (2) nature of complaint, and (3) the manner in which the complaint was resolved.

11. **STAR/LEAD/RBS Training.** Within the first six months of operation, all employees involved with the sale of alcohol shall enroll in the Los Angeles Police Department "Standardized Training for Alcohol Retailers" (STAR) or Department of Alcoholic Beverage Control "Licensee Education on Alcohol and Drugs" (LEAD) training program or the Responsible Beverage Service (RBS) Training Program. Upon completion of such training, the applicant shall request the Police Department or Department of Alcohol Beverage Control to issue a letter identifying which employees completed the training. STAR or LEAD or RBS training shall be conducted for all new hires within three months of their employment.
12. Parking shall be provided in compliance with the code and to the satisfaction of the Department of Building and Safety. No variance from the parking requirements has been requested or granted herein.
13. The business operator shall post signage advising the public that parking for convenience store patrons is limited to fifteen minutes, which by LAMC Section 80.56 can be enforced through citation by LAPD and the business operator shall provide a private tow when vehicles are left over the time limit.
14. The applicant shall be responsible for monitoring both patron and employee conduct on the premises and within the parking areas under their control to assure behavior that does not adversely affect or detract from the quality of life for adjoining residents, property owners, and businesses.
15. Loitering is prohibited on or around the subject premises or the area under the control of the applicant. The business operator shall post "No Loitering" signs as well as signs in compliance with Section 41.27(E) of the L.A.M.C. that read: "It's a violation of Section 41.27(D) of the LAMC to possess any open bottle, can or receptacle containing any alcoholic beverage which has been opened, the seal broken or contents of which have been partially removed, on or adjacent to the premises".
16. Trash/recycling containers shall be locked when not in use. Trash/recycling containers shall not be placed in or block access to required parking.
17. The applicant shall be responsible for maintaining free of debris or litter the area adjacent to the premises over which they have control, including the sidewalk in front of the establishment.
18. Coin operated game machines, pool tables or similar game activities or equipment shall not be permitted. Official California State lottery games and machines are allowed.
19. An electronic age verification device shall be retained on the premises available for use during operational hours. This device shall be maintained in operational condition

3/7
RW

and all employees shall be instructed in its use.

20. At least one on-duty manager with authority over the activities within the facility shall be on the premises at all times that the facility is open for business. The on-duty manager's responsibilities shall include the monitoring of the premises to ensure compliance with all applicable State laws, Municipal Code requirements and the conditions imposed by the Department of Alcoholic Beverage Control (ABC) and the conditional use herein. Every effort shall be undertaken in managing the facility to discourage illegal and criminal activity on the subject premises and any exterior area over which the building owner exercises control, in effort to ensure that no activities associated with such problems as narcotics sales, use or possession, gambling, prostitution, loitering, theft, vandalism or truancy occur.
21. Any music, sound or noise which is under control of the applicant shall not constitute a violation of Sections 112.06 or 116.01 of the Los Angeles Municipal Code (Citywide Noise Ordinance). At any time during the term of the grant a City inspector may visit the site during operating hours to measure the noise levels using a calibrated decibel/sound level meter. If, upon inspection, it is found that the noise level exceeds those allowed by the Citywide Noise Ordinance, the owner/operator will be notified and will be required to modify or, eliminate the source of the noise or retain an acoustical engineer to recommend, design and implement noise control measures within property such as, noise barriers, sound absorbers or buffer zones.
22. There shall be no Adult Entertainment of any type pursuant to LAMC Section 12.70.
23. Smoking tobacco or any non-tobacco substance including from electronic smoking devices is prohibited in or within 10 feet of any outdoor dining/entrance to the restaurant in accordance with LAMC Section 41.50 B2C.
24. The business operator and or the operator's agents shall comply with California Labor Code Section 6404.5 which prohibits the smoking of tobacco or any non-tobacco substance, including from electronic smoking devices, within any place of employment.
25. The exterior windows and glass doors of the building shall be maintained substantially free of signs and other materials from the ground to at least six (6) feet in height above the ground so as to permit surveillance into the location by Police and private security. Notwithstanding this condition, exterior windows and glass doors of the location may be covered by sheer roll-up shades or other mechanisms to shield the patrons from excessive glare of the sun, if necessary.
26. Prior to the beginning of operations, the manager of the facility shall be made aware of the conditions and shall inform his/her employees of the same. A statement with the signature, printed name, position and date signed by the manager and his/her employees shall be provided to the Department of City Planning. The statement shall state:

We, the undersigned, have read and understood the conditions of approval to allow the sale of beer and wine for off-site consumption, in conjunction with the

4 | 7
RW

Mobil gas station and convenience store known as _____, and agree to abide and comply with said conditions.

A copy of the conditions of this letter of determination, business permit and insurance information shall be retained on the premises at all times and produced upon request by the Police Department, the Department of Building and Safety or the State Department of Alcoholic Beverage Control.

ADMINISTRATIVE CONDITIONS

27. Should there be a change in the ownership and/or the operator of the business, the property owner and the business owner or operator shall provide the prospective new property owner and the business owner/operator with a copy of the conditions of this action prior to the legal acquisition of the property and/or the business. Evidence that a copy of this determination including the conditions required herewith has been provided to the prospective owner/operator shall be submitted to the Department of City Planning in a letter from the new operator indicating the date that the new operator/management began and attesting to the receipt of this approval and its conditions. The new operator shall submit this letter to the Department of City Planning within 30 days of the beginning day of his/her new operation of the establishment along with any proposed modifications to the existing floor plan, seating arrangement, or number of seats of the new operation.
28. If at any time during the period of the grant, should documented evidence be submitted showing continued violation(s) of any condition(s) of the grant, resulting in a disruption or interference with the peaceful enjoyment of the adjoining and neighboring properties, the Zoning Administrator will have the right to require the petitioner(s) to file for a plan approval application together with the associated fees, to hold a public hearing to review the petitioner's compliance with and the effectiveness of the conditions of the grant. The petitioner(s) shall submit a summary and supporting documentation of how compliance with each condition of the grant has been attained. The purpose of the plan approval will be to review the operation of the premise and establish conditions applicable to the use as conducted by the owner or operator, consistent with the intent of the Conditions of this grant. Upon this review, the Zoning Administrator may modify, add or delete conditions, and if warranted, reserves the right to conduct this public hearing for nuisance abatement/revocation purposes.
29. **MVIP – Monitoring Verification and Inspection Program.** Prior to the effectuation of this grant, fees required per LAMC Section 19.01-E,3 for Monitoring of Conditional Use Permits and Inspection and Field Compliance Review of Operations shall be paid to the City.
 - a. Within 24 months from the beginning of operations or issuance of a Certificate of Occupancy, a City inspector will conduct a site visit to assess compliance

5/7
RW

with, or violations of, any of the conditions of this grant. Observations and results of said inspection will be documented and included in the administrative file.

- b. The owner and operator shall be notified of the deficiency or violation and required to correct or eliminate the deficiency or violation. Multiple or continued documented violations or Orders to Comply issued by the Department of Building and Safety which are not addressed within the time prescribed, may result in additional corrective conditions imposed by the Zoning Administrator.

30. INDEMNIFICATION AND REIMBURSEMENT OF LITIGATION COSTS.

Applicant shall do all of the following:

- a. Defend, indemnify and hold harmless the City from any and all actions against the City relating to or arising out of, in whole or in part, the City's processing and approval of this entitlement, including but not limited to, an action to attack, challenge, set aside, void, or otherwise modify or annul the approval of the entitlement, the environmental review of the entitlement, or the approval of subsequent permit decisions, or to claim personal property damage, including from inverse condemnation or any other constitutional claim.
- b. Reimburse the City for any and all costs incurred in defense of an action related to or arising out of, in whole or in part, the City's processing and approval of the entitlement, including but not limited to payment of all court costs and attorney's fees, costs of any judgments or awards against the City (including an award of attorney's fees), damages, and/or settlement costs.
- c. Submit an initial deposit for the City's litigation costs to the City within 10 days' notice of the City tendering defense to the Applicant and requesting a deposit. The initial deposit shall be in an amount set by the City Attorney's Office, in its sole discretion, based on the nature and scope of action, but in no event shall the initial deposit be less than \$50,000. The City's failure to notice or collect the deposit does not relieve the Applicant from responsibility to reimburse the City pursuant to the requirement in paragraph (b).
- d. Submit supplemental deposits upon notice by the City. Supplemental deposits may be required in an increased amount from the initial deposit if found necessary by the City to protect the City's interests. The City's failure to notice or collect the deposit does not relieve the Applicant from responsibility to reimburse the City pursuant to the requirement in paragraph (b).
- e. If the City determines it necessary to protect the City's interest, execute an indemnity and reimbursement agreement with the City under terms consistent with the requirements of this condition.

The City shall notify the applicant within a reasonable period of time of its receipt of any action and the City shall cooperate in the defense. If the City fails to notify the

6 | 7
BW

applicant of any claim, action, or proceeding in a reasonable time, or if the City fails to reasonably cooperate in the defense, the applicant shall not thereafter be responsible to defend, indemnify or hold harmless the City.

The City shall have the sole right to choose its counsel, including the City Attorney's office or outside counsel. At its sole discretion, the City may participate at its own expense in the defense of any action, but such participation shall not relieve the applicant of any obligation imposed by this condition. In the event the Applicant fails to comply with this condition, in whole or in part, the City may withdraw its defense of the action, void its approval of the entitlement, or take any other action. The City retains the right to make all decisions with respect to its representations in any legal proceeding, including its inherent right to abandon or settle litigation.

For purposes of this condition, the following definitions apply:

"City" shall be defined to include the City, its agents, officers, boards, commissions, committees, employees, and volunteers.

"Action" shall be defined to include suits, proceedings (including those held under alternative dispute resolution procedures), claims, or lawsuits. Actions include actions, as defined herein, alleging failure to comply with any federal, state or local law.

Nothing in the definitions included in this paragraph are intended to limit the rights of the City or the obligations of the Applicant otherwise created by this condition.