

August 23, 2017

Los Angeles City Council
Planning and Land Use Management Committee
200 N. Spring Street
City Hall, Room 395
Los Angeles, CA 90012

Response to Appeal of Environmental
Determination
7123 Macapa Drive
ENV-2015-2642-CE

Dear Hon. Council member Huizar and Members of the Planning and Land Use Management Committee:

This responds to the appeal of the California Environmental Quality Act (CEQA) determination adopted by the Planning Director and later upheld by the South Valley Area Planning Commission.

My name is RC Thornton. My wife Lorena, my father and I reside at 7123 Macapa Drive. We are a blended family with five children and are the direct neighbor of Mitch Menzer, who is the registered agent of the corporation called "The Macapa Drive Homeowners Association Inc." (exhibit1) and the appellant. The corporation is nothing more than that and does not speak for or represent the block of Macapa Drive in its entirety, nor is it open to all homeowners. The legitimate Homeowners association called "The Outpost Homeowners Association" that governs 475 homes in this area including Macapa Drive has submitted a letter supporting our home remodel and requesting denial of this appeal (exhibit 2). As well many Macapa neighbors requesting denial of this appeal have forwarded letters (exhibit3).

In truth this appeal is not about environmental impact at all, instead its about personal gain and entitlement. Mr. Menzer has made it very clear over ten years that if he doesn't receive one hundred percent of entitlement's, that he requests per his personal benefits, that he will abuse his powers and the system in retaliation. In this case, again Mr. Menzer has asked for further entitlements to our remodel and if we don't comply, he'll continue to appeal.

My wife Lorena and I have lived on Macapa drive for over ten years and we have had to endure Mr. Menzer's acts of entitlement throughout. Although we have tried our best to accommodate Mr. Menzers requests, when unsatisfied we have had to endure peeping, spying, and threats causing temporary restraining orders against him along with many abuses of power from his influence as a lobbyist and real estate attorney.

The first year we moved in, we received a letter from a law corporation named Alpert, Barr and Grant informing us of a prescriptive easement claim. Seemingly, Mr. Menzer encroached on the elderly people that we bought the home from with the intent to take property. Mr. Menzer also took property from the other elderly adjoining neighbor prior to its new ownership at 7139

Macapa drive (exhibit 4). Although our home has no grading and is a remodel, Mitch Menzer and The Macapa Homeowners Association Inc. has appealed the determination for CEQA. However, the home at 7139 Macapa drive, and the other adjoining property to Mr. Menzer, that had grading (exhibit 5), was not appealed because Mr. Menzer and The Macapa Homeowners Association Inc. bullied the developer into granting that prescriptive easement claim over to Mr. Menzer as a full entitlement that would solely benefit Mr. Menzer (exhibit 6, letter & grant of easement). As stated before, Mr. Menzer and "The Macapa Homeowners Association Inc." are abusing their power and the appeals process to bully and take advantage of the neighbor's.

Even though a lot of neighbors would like stating their support of our project, they opt out and are simply afraid of retaliation if and when their turn to remodel comes up.

When my family last submitted to the Mulholland Design Review Board, we set a precedent by offering a volunteered construction mitigation plan (exhibit 7) to minimize impact and show good will. The Macapa Homeowners Association Inc. did not compliment nor show gratitude for the idea.

As for cumulative impact, there are not, and have not been, active projects going on at the same time as suggested. The Fire Captain in our area at station 76, Eduard Hengst, has submitted a letter stating evaluation of no impacts for neighboring occupancies or accessibility for fire apparatus.

This is the status of the projects mentioned in the appeal:

- 7158 Macapa drive – There are no active permits for this home.
- 7126 Macapa drive – There are no active permits for this home.
- 7120 Macapa drive - There are no active permits for this home.
- 7139 Macapa drive – This property has been completed and sold.
- 7107 Macapa drive – This property has been completed and on the market for sale.
- 7101 Macapa drive – This property has been framed and is moving towards completion.

Thus, my wife and I also strongly agree, with the City of Los Angeles Department of City Planning, that the property at 7123 Macapa drive, as a single family residence, qualifies for exemption under the California Environmental Quality Act (CEQA). We urge the City Council to deny the appeal, and support the Director's determination to move our remodel forward.

Thank you for the opportunity to submit these comments.

Sincerely;



Lorena Thornton



RC Thornton

EXHIBIT #1

Home > U.S. > California > Los Angeles

MACAPA DRIVE HOMEOWNERS ASSOCIATION, INC.

California Secretary Of State Business Registration - Updated 1/14/2017

Write Review Upgrade Claim

Macapa Drive Homeowners Association, Inc. is a California Domestic Corporation filed on June 7, 2013. The company's filing status is listed as Active and its File Number is C3578444.

The Registered Agent on file for this company is Mitchell Menzer and is located at 7131 Macapa Dr, Los Angeles, CA 90068. The company's mailing address is 7131 Macapa Dr, Los Angeles, CA 90068.

The company has 1 principal on record. The principal is Gary Nestra from Los Angeles CA.

www.topagentsranked.com

Company Information

Company Name: MACAPA DRIVE HOMEOWNERS ASSOCIATION, INC.

File Number: C3578444

Filing State: California (CA)

Filing Status: Active

Filing Date: June 7, 2013

Company Age: 3 Years, 7 Months

Registered Agent: Mitchell Menzer, 7131 Macapa Dr, Los Angeles, CA 90068

Mailing Address: 7131 Macapa Dr, Los Angeles, CA 90068

Jobs & Careers section with buttons for Full Time Jobs, Part Time Jobs, Hourly Jobs, and Warehouse Jobs.

Company Contacts

GARY NESTRA

Officer

7007 Macapa Dr, Los Angeles, CA 90068

View Phone Book Listings For Gary Nestra In California

Public Records: Online Status: Active

This site contains REAL police records (court records of driving citations, speeding tickets, felonies, misdemeanors, offenses, mugshots, etc.), background reports, court documents, address information, phone numbers, and much more.

Enter Site

Reviews

Write Review

There are no reviews yet for this company.

EXHIBIT #2

EXHIBIT



March 15, 2017

RE: DIR-2015-2641-DRB-SPP-MSP, 7123 Macapa Drive (CO 4)

Dear Councilmember Ryu

The Outpost Homeowners Association represents the 475 homes in Outpost Canyon in the area between the Hollywood Bowl and Runyon Canyon Park, including Macapa Drive. The integrity of our neighborhood is of utmost importance to our homeowners association board of directors. This includes a desire to see that new or remodeled homes minimize impact on the neighborhood.

We strongly agree with the City of Los Angeles Department of City Planning staff that the property at 7123 Macapa Drive, as a single family residence, qualifies for exemption under the California Environmental Quality Act (CEQA) and support the Director's decision as such.

After the lengthy process of Design Review Board and an appeal at South Valley Area Planning Commission, we feel that the applicant has satisfied the city's concerns and urge the City Council to deny any further appeal and support the Director's determination to move this project forward.

Thank you for the opportunity to submit these comments of the Outpost Homeowners Association Board.

Sincerely

Tom Davila

President

Outpost Homeowners Association

7007 Macapa Drive Los Angeles, CA 90068

EXHIBIT #3

August 24, 2017

Los Angeles City Council
Planning and Land Use Management Committee
200 N. Spring Street
City Hall, Room 395
Los Angeles, CA 90012

Re: Response to Appeal of Environmental
Determination
7123 Macapa Drive
ENV-2015-2642-CE

Dear Hon. Councilmember Huizar and Members of the Planning and Land Use Management Committee:

This responds to the appeal of the California Environmental Quality Act (CEQA) determination adopted by the Planning Director and later upheld by the South Valley Area Planning Commission.

We represent 7139 Macapa LLC which recently renovated and sold a single family home at 7139 Macapa Drive. In the last year, we had many dealings with the neighbors on Macapa Dr including Mitch Menzer. In the beginning, Mitch was very friendly with us until he wanted an easement for a strip of our property that was in his yard. He prepared a very one sided easement agreement that heavily restricted the use of our property with items such as a satellite dish can not be seen from his property and the bbq must be at least 25 feet away (his is less then 10 ft away) from the property line. We rejected his initial agreement and ultimately agreed to just a simple easement agreement and asked for a simple favor in return. To cut down an insignificant pine tree that was blocking our view of the Hollywood sign. He balked at the request and threatened to file a lis pendens on our property if we did not agree to the easement. Knowing the delay it would cause, we avoided the confrontation and agreed to the easement agreement and he did not cut down his tree.

Our other neighbor Vic damaged \$1,500 worth of ficus trees we had planted abutting his property by poisoning them and then when we installed a camera on the roof to monitor our backyard, it was stolen mysteriously one night. He then filed a complaint with the city stating that we were not in compliance with the code, which was rejected.

In addition to our immediate neighbors, Tia and Peter Siphron, who lived down the street would email councilman Ryu once a week complaining about our construction activity. It was unrelenting and we really went out of our way to try and appease the neighbors.

Our experience on Macapa Dr was the worst we have had in any community. It is unfortunate to see that they are focusing on 7123 Macapa now and trying to delay and ultimately impede Mr. Thornton's residence. We hope that committee will not be swayed by such things and allow Mr. Thornton to finally build his home after such a long process.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Nahid". The signature is written in a cursive style with a large, sweeping initial "K".

Kamran and Bruce Nahid
Managing Members of 7139 Macapa LLC

August 17, 2017

Los Angeles City Council
c/o: Sharon Dickinson - Legislative Assistant
Planning and Land Use Management Committee
200 N. Spring Street
City Hall, Room 395
Los Angeles, CA 90012

Re: Response to Appeal of Environmental
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7123 Macapa Drive
ENV-2015-2642-CE

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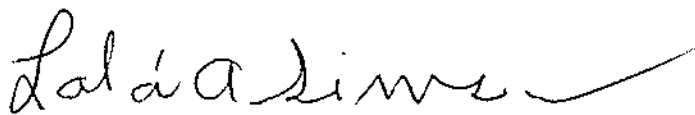
This responds to the appeal of the California Environmental Quality Act (CEQA) determination adopted by the Planning Director and later upheld by the South Valley Area Planning Commission.

As a neighbor of Macapa drive, I strongly agree with the City of Los Angeles Department of City Planning that the property at 7123 Macapa drive, as a single family residence, qualifies for exemption under the California Environmental Quality Act (CEQA) and support the Directors decision as such.

After the lengthy process of Design Review Board and an appeal at South Valley Area Commission, I feel that the applicant has satisfied the communities concerns and urge the City Council to deny any further appeal and support the Director's determination to move this project forward.

Thank you for the opportunity to submit these comments,

Sincerely,



7132 MACAPA DRIVE

August 17, 2017

Los Angeles City Council
c/o: Sharon Dickinson - Legislative Assistant
Planning and Land Use Management Committee
200 N. Spring Street
City Hall, Room 395
Los Angeles, CA 90012

Re: Response to Appeal of Environmental
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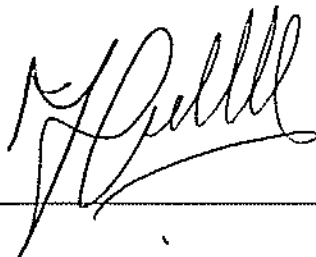
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Thank you for the opportunity to submit these comments,

Sincerely,



Joanna Curbishley

April 17, 2017

Los Angeles City Council
c/o: Sharon Dickinson - Legislative Assistant
Planning and Land Use Management
Committee
200 N. Spring Street
City Hall, Room 395
Los Angeles, CA 90012

Re: Response to Appeal of Environmental
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forward.

Thank you for the opportunity to submit these comments,

Sincerely,

A handwritten signature in black ink, appearing to be 'M. Huizar', written over a horizontal line.

7123 MACAPA

April 17, 2017

Los Angeles City Council
c/o: Sharon Dickinson - Legislative Assistant
Planning and Land Use Management
Committee
200 N. Spring Street
City Hall, Room 395
Los Angeles, CA 90012

Re: Response to Appeal of Environmental
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Thank you for the opportunity to submit these comments,

Sincerely,



7104 MACAPA

April 17, 2017

Los Angeles City Council
c/o: Sharon Dickinson - Legislative Assistant
Planning and Land Use Management
Committee
200 N. Spring Street
City Hall, Room 395
Los Angeles, CA 90012

Re: Response to Appeal of Environmental
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7123 Macapa Drive
ENV-2015-2642-CE

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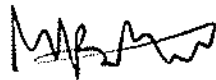
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Thank you for the opportunity to submit these comments,

Sincerely,



Milo Bitton, homeowner at 7158 Macapa drive,
Los Angeles, CA, 90068

April 17, 2017

Los Angeles City Council
c/o: Sharon Dickinson - Legislative Assistant
Planning and Land Use Management
Committee
200 N. Spring Street
City Hall, Room 395
Los Angeles, CA 90012

Re: Response to Appeal of Environmental
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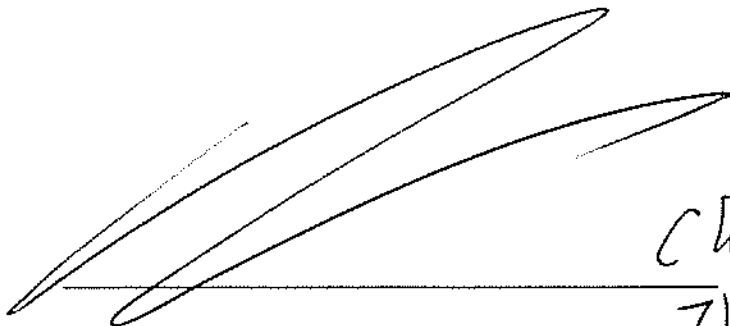
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Thank you for the opportunity to submit these comments,

Sincerely,



Charlie Graf
7187 Macapa Dr
Los Angeles, CA 90068

April 17, 2017

Los Angeles City Council
c/o: Sharon Dickinson - Legislative Assistant
Planning and Land Use Management
Committee
200 N. Spring Street
City Hall, Room 395
Los Angeles, CA 90012

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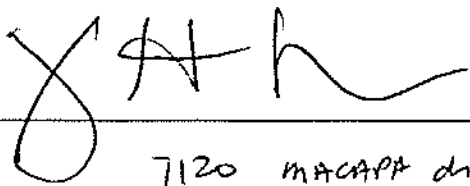

7120 MACAPA drive

EXHIBIT #4

Mitch Menzer
7131 Macapa drive
Los Angeles Ca 90068.

Los Angeles, February 24 2010.

Dear Mitch,

Thanks for your letter. I know that you must be very busy as a lawyer with a big law firm. To take the time to write up your legal complaint and to consult with so many other knowledgeable experts in this field of property lines suggests to me that you take the matter seriously and that you are serious about trying to take my property. I understand.

Being so busy, however, and paying so little for consultation from your colleagues, reminds me of the famous saying that, "you only get what you pay for."

The advice from your colleagues was incomplete and, therefore, incorrect. And, because you are so busy, you apparently had no time available to verify what you were told. I am sorry you wasted so much time.


Not being a lawyer, I have had to take a great deal more time and I have paid a great deal more money to obtain information about right rights. So, what I got is, perhaps, more valuable. Also, I assure you that I am as passionate about my rights as you are about yours.

With that said, I am happy to point you to a case called "Mehdizadeh vs. Mincer." It is a case decided in 1996 which bears striking resemblance to our situation. You will find it with the following citation reference: 46 Cal. App. 4th 1296.

This case involved "a dispute between neighbors which followed their discovery that a fence built many years earlier was not located on the legal boundary between their properties. The claimant could not prove adverse possession because he did not pay taxes on the disputed property. The trial court nonetheless granted the claimant a prescriptive easement, but that easement was so broad that it denied the record title owners virtually all use of their property." The court held that "when a claimant cannot satisfy the requirements for adverse possession, the claimant may not receive a prescriptive easement which extends so far that it becomes the equivalent of a fee interest and dispossesses the record title owners of part of their property."

Here is an important part of what the court said as it relates to our situation:

"The prescriptive easement granted by the trial court, however, would divest the Mincers of nearly all rights that owners customarily have in residential property. A fence will bar



the Mincers' access to the property, and they cannot build on, cultivate, or otherwise use it. Mehdizadeh cannot [*1306] build on it either, but otherwise his right to "use" looks more like "occupancy," possession, and ownership. (See, e.g., *Mesnick v. Caton*, *supra*, 183 Cal. App. 3d at p. 1261; *Golden West Baseball Co. v. City of Anaheim* (1994) 25 Cal. App. 4th 11, 35 [31 Cal. Rptr. 2d 378]; *Raab v. Casper* (1975) 51 Cal. App. 3d 866, 876 [124 Cal. Rptr. 590].)

Occupancy, connoting a claim of possession and title, differs from restricted, partial, or intermittent use. "An easement involves primarily the privilege of doing a certain act on, or to the detriment of, another's property." (*Wright v. Best* (1942) 19 Cal. 2d 368, 381 [121 P.2d 702].) An easement gives a nonpossessory and restricted right to a specific use or activity upon another's [**15] property, which right must be less than the right of ownership. (*Mesnick v. Caton*, *supra*, 183 Cal. App. 3d at p. 1261.)

A prescriptive use of land culminates in an easement (i.e., an incorporeal interest). This interest differs from a corporeal interest, such as that created by adverse possession or the agreed-boundary doctrine, which creates a change in title or ownership. Where an incorporeal interest in the use of land becomes so comprehensive as to supply the equivalent of ownership, and conveys an unlimited use of real property, it constitutes an estate, not an easement. (*Raab v. Casper*, *supra*, 51 Cal. App. 3d at pp. 876-877.)

In *Raab*, for example, defendants installed utility lines, part of the driveway to their home, and part of their yard and landscaping on plaintiff's side of their common boundary. The trial court's judgment granted defendants an easement over plaintiff's property which, "[a]lthough adroitly phrased to avoid the language of a grant of title, . . . was undoubtedly designed to give defendants unlimited use of the yard around their home. . . . The findings and judgment were designed to exclude plaintiffs from defendants' domestic [**16] establishment, employing the nomenclature of easement but designed to create the practical equivalent of an estate." (51 Cal. App. 3d at p. 877.) The granting of an estate in the real property required proof of adverse possession, which defendants could not show. Therefore *Raab* reversed.

There are some circumstances in which the grant of an exclusive easement, which resembles or is nearly the equivalent of a fee interest, can be justified. Under a proper showing, the courts may recognize, for example, the socially important duty of a utility to provide an essential service, such as water or electricity. (See, e.g., *Ajax Magnolia One Corp. v. So. Cal. Edison Co.* (1959) 167 Cal. App. 2d 743 [334 P.2d 1053]; *City of Los Angeles v. Igna* (1962) 208 Cal. App. 2d 338 [25 Cal. Rptr. 247]; *Otay Water Dist. v. Beckwith*, *supra*, 1 Cal. App. 4th 1041.) In *Otay Water Dist.*, for example, a [*1307] grant deed conveyed three adjacent parcels of property not owned by the seller. The buyer, a water district, built and fenced a reservoir on the property in 1963. Part of the reservoir was built on the adjacent parcels. The water district enclosed the reservoir and the [**17] property with a second fence in 1974. In 1972, Beckwith bought 10 acres of undeveloped property next to the reservoir. The reservoir had been built on 1.68 acres of Beckwith's property that was mistakenly included in the water district's erroneous deed description. Beckwith first learned the reservoir encroached on his property in 1989,

when the water district served him with its complaint to quiet title to a prescriptive easement. (*Id.* at pp. 1044-1045.)

[**291] Beckwith argued that the trial court erroneously granted the water district an exclusive easement, because a prescriptive easement by definition cannot be exclusive. Rejecting this theory, Otay Water Dist. stated: "The court's ruling is particularly justified on this record where Otay submitted uncontested evidence showing Beckwith's proposed recreational use would unreasonably interfere with Otay's right to continue operating a reservoir. Otay established its exclusive use is necessary to prevent potential contamination of the water supply and for other health and safety purposes." (1 Cal. App. 4th at pp. 1047-1048.) We believe that Otay Water Dist. must be limited to its facts. The present appeal contains no public [**18] health or safety basis for granting an exclusive easement to Mehdizadeh.

As the very similar case of *Silacci v. Abramson* (1996) 45 Cal. App. 4th 558 [53 Cal. Rptr. 2d 37] has recently pointed out, the rationale underlying Otay Water Dist. has no application to a dispute between residential property owners which involves no socially important duty such as that imposed upon a utility. The trial court in *Silacci* granted to Abramson an exclusive prescriptive easement over a portion of Silacci's property marked by a three-foot-high picket fence and divided from the rest of Silacci's property by Toro Creek. Silacci distinguished the public health and safety basis for the exclusive prescriptive easement in Otay Water Dist., and reversed: "An exclusive prescriptive easement is . . . a very unusual interest in land. The notion of an exclusive prescriptive easement, which as a practical matter completely prohibits the true owner from using his land, has no application to a simple backyard dispute. . . . An easement, after all, is merely the right to use the land of another for a specific purpose—most often, the right to cross the land of another. An easement acquired [**19] by prescription is one acquired by adverse use for a certain period. An easement, however, is not an ownership interest, and certainly does not amount to a fee simple estate." (*Silacci v. Abramson*, *supra*, 45 Cal. App. 4th at p. 564.) An easement defines and calibrates the rights of the parties affected by it. "The owner of the dominant tenement must use his or her easements [**1308] and rights in such a way as to impose as slight a burden as possible on the servient tenement." (*Scrubby v. Vintage Grapevine, Inc.* (1995) 37 Cal. App. 4th 697, 702 [43 Cal. Rptr. 2d 810].) "[T]he owner of the servient tenement may make any use of the land that does not interfere unreasonably with the easement." (*Camp Meeker Water System, Inc. v. Public Utilities Com.* (1990) 51 Cal. 3d 845, 867 [274 Cal. Rptr. 678, 799 P.2d 758].) The Mincers are fenced off from the property subject to the easement, and we question whether they can use, occupy, or enjoy it in any meaningful way. They have no access to the property. The fence reduces the size and alters the shape of their lot, potentially creating problems with setbacks and building codes that could impede alterations to structures [**20] the Mincers might wish to make, and also potentially reducing the value or salability of their property. The easement thus burdens the Mincers' property heavily, while leaving the Mincers only a minimal right to use it—enjoying air, light, and privacy rights.

Even if we were to disregard these practical and equitable considerations, the general rule remains which accords determinative legal effect to the description of land

contained in a deed. (*Bryant v. Blevins*, *supra*, 9 Cal. 4th at p. 54; *Marriage v. Keener* (1994) 26 Cal. App. 4th 186, 192-193 [31 Cal. Rptr. 2d 511].) To affirm the creation of this novel "fencing easement" would dispossess an unconsenting landowner of property while circumventing readily available, accurate legal descriptions. (*Bryant*, *supra*, at pp. 56-57; *Armitage v. Decker*, *supra*, 218 Cal. App. 3d at p. 903; *Mesnick v. Caton*, *supra*, 183 Cal. App. 3d at pp. 1256-1257.) The rule regarding an "exclusive easement" is one of long-standing: "[A]n 'exclusive easement' is an unusual interest in land; it has been said to amount almost to a conveyance of the fee. [Citations.] No intention to convey such a complete interest can [**21] be imputed to the owner of the servient tenement in the absence of a clear indication of such an [***292] intention." (*Pasadena v. California-Michigan etc. Co.* (1941) 17 Cal. 2d 576, 578-579 [110 P.2d 983, 133 A.L.R. 1186].)

The facts show no such intention on the part of the Mincers. We conclude that the grant of the easement was error."

So, Mitch, based on all of this, I think you were wise to hold off on filing your lawsuit as you would surely lose.

As for a "mutually acceptable solution," at this point I would be willing to sell you the strip land which you have been using if we can agree on a reasonable price." Alternatively, I am willing to license it to you, if you prefer, in exchange for payment of a reasonable licensing fee." If you are uninterested in paying for what you have taken, I am willing to simply take back the property in such manner as the law may allow because you have been using my property without paying tax on it and without compensating me for it. Just because you have gotten away with doing this does not mean, necessarily, that you get to keep getting away with it – even if you are a lawyer.

If one of my proposed "mutually acceptable solutions" is acceptable to you, then please let me know and we can then negotiate the sale price, licensing fee, or logistics for the return of my property to my possession.

On the other, if you want to roll the dice and ignore what the law, I will simply turn the matter over to my attorney and you can return to your experts on whose expert advice you have relied until this moment. I realize that it will be simple and inexpensive for you and that it will be difficult and costly for me. If that is the price for protecting my lawful rights, I am willing to pay it.

In the meantime, just so that there is no misunderstanding, I give up none of my rights to you. I reserve all of my rights and I fully intend to enforce them.

With all due respect,

Nicolas Meschin.

EXHIBIT #5

Los Angeles Department of Building and Safety

Certificate Information: 7139 W MACAPA DR 90068

Application / Permit 16030-20000-05882
Plan Check / Job No. B16VN11078
Group Building
Type Grading
Sub-Type 1 or 2 Family Dwelling
Primary Use (70) Grading - Hillside
Work Description Grading permit to excavate for new pool.
Permit Issued Issued on 8/16/2016
Issuing Office Valley
Current Status Permit Finaled on 12/13/2016

Permit Application Status History

Submitted	8/15/2016	APPLICANT
Assigned to Plan Check Engineer	8/15/2016	JOSE RODRIGUEZ
Corrections Issued	8/15/2016	JOSE RODRIGUEZ
Issued	8/16/2016	LADBS
Permit Finaled	12/12/2016	MANUEL TEJADA

Permit Application Clearance Information

Grading Pre-Inspection	Cleared	8/15/2016	JOSE RODRIGUEZ
Specific Plan	Cleared	8/15/2016	WILLIAM HUGHEN

Contact Information

Contractor	Doman Chris Enterprises Inc; Lic. No.: 802618-C53	887 PATRIOT DRIVE #F	MOORPARK, CA 93021
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Inspector Information

MANUEL TEJADA, (818) 374-4357	Office Hours: 7:00-8:00 AM MON-FRI
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Pending Inspections

No Data Available.

Inspection Request History

Bottom/Toe	9/22/2016	Not Ready for Inspection	MANUEL TEJADA
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Bottom/Toe	10/4/2016	Approved	MANUEL TEJADA
Bottom/Toe	12/12/2016	Approved	MANUEL TEJADA
Final	12/12/2016	Permit Finaled	MANUEL TEJADA
Rough	12/12/2016	Approved	MANUEL TEJADA

EXHIBIT #6

August 24, 2017

Los Angeles City Council
Planning and Land Use Management Committee
200 N. Spring Street
City Hall, Room 395
Los Angeles, CA 90012

Re: Response to Appeal of Environmental
Determination
7123 Macapa Drive
ENV-2015-2642-CE

Dear Hon. Councilmember Huizar and Members of the Planning and Land Use Management Committee:

This responds to the appeal of the California Environmental Quality Act (CEQA) determination adopted by the Planning Director and later upheld by the South Valley Area Planning Commission.

We represent 7139 Macapa LLC which recently renovated and sold a single family home at 7139 Macapa Drive. In the last year, we had many dealings with the neighbors on Macapa Dr including Mitch Menzer. In the beginning, Mitch was very friendly with us until he wanted an easement for a strip of our property that was in his yard. He prepared a very one sided easement agreement that heavily restricted the use of our property with items such as a satellite dish can not be seen from his property and the bbq must be at least 25 feet away (his is less then 10 ft away) from the property line. We rejected his initial agreement and ultimately agreed to just a simple easement agreement and asked for a simple favor in return. To cut down an insignificant pine tree that was blocking our view of the Hollywood sign. He balked at the request and threatened to file a lis pendens on our property if we did not agree to the easement. Knowing the delay it would cause, we avoided the confrontation and agreed to the easement agreement and he did not cut down his tree.

Our other neighbor Vic damaged \$1,500 worth of ficus trees we had planted abutting his property by poisoning them and then when we installed a camera on the roof to monitor our backyard, it was stolen mysteriously one night. He then filed a complaint with the city stating that we were not in compliance with the code, which was rejected.

In addition to our immediate neighbors, Tia and Peter Siphron, who lived down the street would email councilman Ryu once a week complaining about our construction activity. It was unrelenting and we really went out of our way to try and appease the neighbors.

Our experience on Macapa Dr was the worst we have had in any community. It is unfortunate to see that they are focusing on 7123 Macapa now and trying to delay and ultimately impede Mr. Thornton's residence. We hope that committee will not be swayed by such things and allow Mr. Thornton to finally build his home after such a long process.

Sincerely,



Kamran and Bruce Nahid
Managing Members of 7139 Macapa LLC

FIRST AMERICAN TITLE COMPANY LOS ANGELES

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:

Mitchell B. Menzer
7131 Macapa Drive
Los Angeles, CA 90068

5407637

The undersigned grantor(s) declare(s) Documentary
Transfer Tax is \$ 0

Computed on full value of property conveyed, or

Computed full value less value of liens, or
encumbrances remaining at the time of sale

unincorporated are City of Los Angeles

GRANT OF EASEMENT

DTT: \emptyset

This Grant of Easement (this "Agreement") is made as of March 29, 2017 (the "Effective Date") by and between 7139 MACAPA LLC, a California limited liability company ("Grantor"), and MITCHELL B. MENZER AND WENDY A. WOLF, TRUSTEES OF THE MENZER TRUST DATED JULY 2, 1998 ("Grantee").

This conveyance transfers an
interest into OR out of A Living
Trust, R & T 11930

RECITALS:

A. Grantor is the owner of that certain parcel of real property located in Los Angeles County (the "County"), State of California (the "State") and commonly known as 7139 Macapa Drive, Los Angeles, California, as more particularly described in Exhibit A attached hereto and incorporated herein by reference for all purposes (the "Grantor Property").

B. Grantee is the owner of that certain parcel of real property located in the County and commonly known as 7131 Macapa Drive, Los Angeles, California, as more particularly described in Exhibit B attached hereto and incorporated herein by reference for all purposes (the "Grantee Property"). The Grantee Property is immediately adjacent to the Grantor Property, with the property line between the two parcels (the "Property Line") running in a straight line in a northeasterly direction.

C. At the time that the Grantor Property and the Grantee Property were graded, an approximately 225 foot long concrete block retaining wall (the "Retaining Wall") was constructed to separate the Grantor Property and the Grantee Property. The Retaining Wall

Page 1

Mail Tax Statements to Return Address Above

begins near the curb on Macapa Drive and is placed on or about the Property Line between the Grantor Property and the Grantee Property for approximately ninety (90) feet at which point it deviates slightly and extends onto the Grantor Property and continues for approximately ninety (90) feet where it meets the beginning of a chain link fence (the "Chain Link Fence"). A decorative brick wall (the "Brick Wall") was constructed on top of a portion of the Retaining Wall and the Brick Wall ends at the juncture with the Chain Link Fence.

D. The Chain Link Fence continues from the point where it meets the Retaining Wall in a straight line a distance of approximately one hundred forty (140) feet to the Property Line. The placement of the Retaining Wall and the Chain Link Fence and the location of the Property Line create a triangle-shaped area located between the Property Line, the Retaining Wall and the Chain Link Fence (the "Easement Area"), which is located on the Grantor Property. The Easement Area is more particularly described on Exhibit C attached hereto and is shown as the cross-hatched area in the survey on Exhibit D attached hereto. For many decades, the Easement Area has been used continuously by Grantee and its predecessors-in-interest for landscaping, irrigation and other garden-related uses as if it was part of the Grantee Property. The Retaining Wall and the Chain Link Fence have served as the boundary line between the Grantor Property and the Grantee Property for many decades.

E. Grantor desires to confirm Grantee's rights on, over, across and in the Easement Area.

F. As used here, "Party" shall mean each of Grantor or Grantee individually, and "Parties" shall mean Grantor and Grantee, collectively.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing and the sum of \$10.00 paid to Grantor by Grantee and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows.

1. **GRANT OF EASEMENT.** Grantor grants and conveys to Grantee a perpetual and exclusive easement to the Easement Area for the exclusive use of Grantee for the following

purposes: (i) planting, growing, irrigating and maintaining plants and other landscaping, (ii) installing and maintaining pipes, sprinklers and other irrigation equipment, and (iii) other garden- and landscaping-related uses, all of which are determined in Grantee's sole and absolute discretion. Grantor acknowledges and agrees that it shall have no right to use the Easement Area for any purpose, including, without limitation, planting or maintaining landscaping or erecting or maintaining any improvements, fencing, structure or building in, over or on the Easement Area.

2. **MAINTENANCE.** Grantee shall be solely responsible for maintaining the landscaping and irrigation equipment that Grantee installs in the Easement Area and Grantor shall have no responsibility therefor.

3. **REAL PROPERTY TAXES.** Grantor shall be solely responsible for the payment of all real property taxes, assessments and other charges levied by any governmental authority against the Easement Area.

4. **REMEDIES.** If a Party fails to perform any obligation in this Agreement (the "Defaulting Party"), after written notice delivered in accordance with Section 11 and the expiration of a fifteen (15) day cure period commencing with delivery of such notice, then the other Party (the "Non-Defaulting Party") shall have the right to exercise any and all rights available to it in law or in equity, including, without limitation, an action seeking specific performance and/or damages. Grantor acknowledges and agrees that monetary damages are not an adequate remedy for Grantee's rights set forth in this Agreement and Grantor agrees that specific performance or other injunctive relief is an appropriate remedy.

5. **APPLICABLE LAW; VENUE.** This Agreement will be governed by and construed in accordance with the laws of the State of California (without regard to conflicts of law principles).

6. **ENTIRE AGREEMENT.** This Agreement, together with the Exhibits attached hereto or referenced herein, constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the Effective Date. There are no

other conditions, promises, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

7. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts, each of which will be an original and all of which will constitute one and the same document.

8. **HEADINGS AND INTERPRETATION.** Headings and captions contained in this Agreement are solely for the convenience of the Parties and are not to be considered in interpreting or construing this Agreement or the Parties' remedies, rights, and obligations hereunder. Words in the singular include the plural and words in the plural include the singular, according to the requirements of the context. Words importing a gender include all genders. Whenever the words "including," "include" or "includes" are used in this Agreement, they should be interpreted in a non-exclusive manner. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement unless the context clearly indicates otherwise. Each Party acknowledges and agrees that this Agreement shall not be deemed prepared or drafted by any one Party. In the event of any dispute between the Parties concerning this Agreement, the Parties agree that any ambiguity in the language is not to be resolved against any Party, but shall be given a reasonable interpretation in accordance with the plain meaning of the language and the intent of the Parties as manifested hereby.

9. **EXHIBITS.** All exhibits attached hereto are made a part hereof and incorporated by reference as if fully set forth in the text hereof.

10. **MODIFICATION.** This Agreement may be amended or modified only in writing agreed to and signed by both Parties.

11. **NOTICES.** All notices, requests and demands to be made hereunder to the Parties hereto shall be in writing and shall be deemed received (1) upon personal delivery to the Party to whom the notice is directed or, (2) if sent by reputable overnight delivery service, upon one (1) business day after delivery to the delivery service, or (3) if sent by mail, three (3) business days following its deposit in the United States mail, postage prepaid, certified or

registered mail, return receipt requested, addressed to the applicable Party at the addresses set forth below:

Grantee:

Mitchell B. Menzer
7131 Macapa Drive
Los Angeles, CA 90068

Grantor:

7139 Macapa LLC
c/o Unified Real Estate Services, Inc.
8055 West Manchester Ave, Suite 205
Playa Del Rey, CA 90293

Notice of change of address shall be given by written notice in the manner detailed in this Section 11. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

12. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of the obligations set forth in this Agreement.

13. **WAIVER.** Neither Party shall be deemed to have waived any right or remedy under or with respect to this Agreement unless such waiver is expressed in writing signed by such Party. One waiver shall not be interpreted as a continuing waiver. A Party's failure to give notice of default or to exercise any right or remedy shall not constitute a waiver of any future default or right to exercise a right or remedy.

14. **RECORDING.** Promptly following the execution of this Agreement, Grantee shall cause this Agreement to be recorded in the Official Records of the County, the cost of which recording shall be borne by Grantee.

15. **SEVERABILITY.** The unenforceability, invalidity or illegality of any provision of this Agreement, as determined by a court of competent jurisdiction, shall not render the other

provisions of this Agreement unenforceable, invalid or illegal, provided the primary intent of this Agreement remains.

16. **FURTHER ASSURANCES.** Grantee and Grantor shall each execute and deliver all additional papers, documents and other assurances, and shall do such acts and things reasonably necessary, in connection with the performance of their obligations hereunder to carry out the intent of this Agreement.

17. **ATTORNEYS' FEES.** If a lawsuit or arbitration is commenced to enforce or interpret any provision of this Agreement, the prevailing Party, as determined by a final court judgment or an arbitrator's decision, as the case may be, shall be entitled to recover from the other Party all reasonable costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and costs, in addition to any other relief awarded by the court or arbitrator.

18. **COVENANTS RUNNING WITH THE LAND.** All of the covenants and restrictions set forth in this Agreement shall run with the land, shall burden the Grantor Property and shall be binding upon Grantor and any person or entity having or acquiring any right, title or interest in or to the Grantor Property or any portion thereof and any successors-in-interest of such persons and entities (collectively, "Grantor Successors"). Any Grantor Successor shall automatically be deemed, by acceptance of such interest, to have agreed to be bound by all of the obligations, covenants and other provisions of this Agreement.

19. **BENEFITS OF THIS AGREEMENT.** The Easement granted herein is appurtenant to and shall run with title to and benefit the Grantee Property. The covenants and restrictions set forth in this Agreement shall run with the land, shall inure to and be for the benefit of Grantee and any person or entity having or acquiring any right, title or interest in or to the Grantee Property or any portion thereof and any successors-in-interest of such persons and entities (collectively, "Grantee Successors") and shall be enforceable by Grantee Successors.

20. **WAIVER OF JURY TRIAL.** To the fullest extent permitted by law, each Party waives its right to a jury in any litigation in connection with this Agreement. Each Party

acknowledges that this waiver has been freely given after consultation by it with competent counsel.

21. **AUTHORITY.** Individuals executing this Agreement represent and warrant that they are duly authorized to execute this Agreement and are personally bound, or if executing on behalf of another, are authorized to do so and that the other is bound.

22. **NO MERGER.** If both the Easement Area and any portion of the Grantee Property, or any interests therein, are owned at any time by the same person or entity, such unified ownership shall not of itself create a merger or other termination of this Agreement, and this Agreement shall continue in full force and effect in accordance with its terms.

[SIGNATURE PAGE FOLLOW]

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date.

GRANTOR:

7139 MACAPA LLC,
a California limited liability company

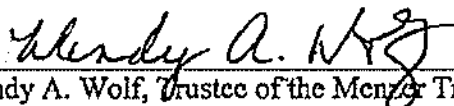


Name: Behrouz Nahid
Title: Managing Member

GRANTEE:



Mitchell B. Menzer, Trustee of the Menzer Trust
dated July 2, 1998



Wendy A. Wolf, Trustee of the Menzer Trust
dated July 2, 1998

SEE ATTACHED

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.



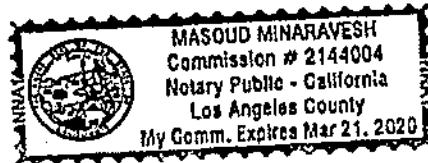
State of California

County of Los Angeles

On 03/23/2017 before me, MASOUD MINARAVESH, Notary Public (here insert name and title of officer), personally appeared BEHROUZ NAHIC, 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 [Handwritten Signature] (Seal)

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.

Grant of Easement

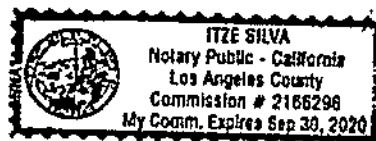
State of California
County of Los Angeles)

On March 29, 2017 before me, Itze Silva, Notary Public
(insert name and title of the officer)

personally appeared Wendy A. Wolf
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  (Seal)

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 March 29, 2017 before me, Robin R. Cole, Notary Public, personally appeared *Mitchell B. Menzer* 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.


Robin R. Cole, Notary Public

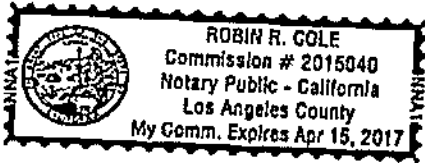


Exhibit A

Legal Description of Grantor Property

LOT 38, TRACT 17398 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 435 PAGE(S) 25 TO 27
INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY.

APN 5549-006-012

A-1

Exhibit B

Legal Description of Grantee Property

LOT 37 , TRACT 17398 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 435 PAGE(S) 25 TO 27
INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY.

APN 5549-006-011

B-1

EXHIBIT C

EASEMENT AREA

LEGAL DESCRIPTION

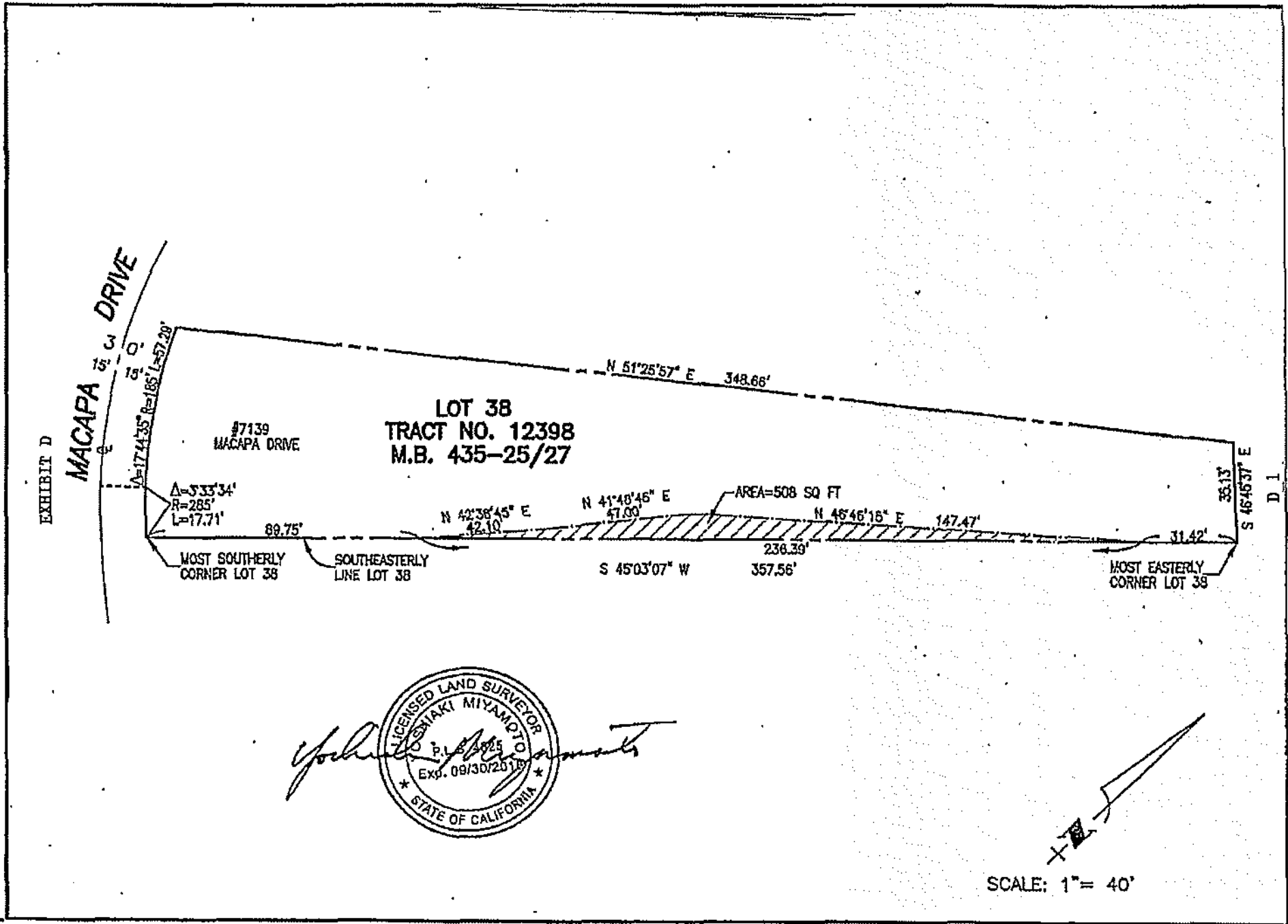
THAT PORTION OF LOT 38 OF TRACT NO. 17398, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 435 PAGES 25 AND 27 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 38, DISTANT THEREON NORTH 45° 03' 07" EAST 89.75 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE LEAVING SAID SOUTHEASTERLY LINE NORTH 42° 38' 45" EAST 42.10 FEET; THENCE NORTH 41° 48' 45" EAST 47.00 FEET; THENCE NORTH 46° 46' 15" EAST 147.47 FEET TO A POINT ON SAID SOUTHEASTERLY LINE OF LOT 38, DISTANT THEREON SOUTH 45° 03' 07" WEST 31.42 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT; THENCE SOUTHWESTERLY ON SAID SOUTHEASTERLY LINE SOUTH 45° 03' 07" WEST 236.39 FEET TO THE POINT OF BEGINNING.

AREA = 508 SQUARE FEET



C 1



This page is part of your document - DO NOT DISCARD



20170405189



Pages:
0016

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

04/12/17 AT 08:00AM

FEES:	80.00
TAXES:	0.00
OTHER:	0.00
PAID:	80.00

PCOR SURCHARGE \$20.00



LEADSHEET



201704120290055

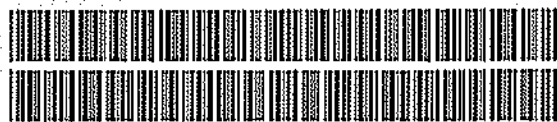
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008262518

SEQ:
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

36_1637990_1

201704

EXHIBIT #7

7123 Macapa Drive Construction Management Plan

- 1.) **Hours of Work:** 7am-4:15pm, Monday - Saturday
- 2.) **Delivery of Materials:** 7am-11am, Monday - Saturday
- 3.) **Construction Parking:** 3 cars on lot
- 4.) **Dumpsters:** To be located on lot
- 5.) **Watering:** Twice day to minimize air pollution
- 6.) **Streets:** Clean streets of debris and other materials at end of each work day
- 7.) **Food Trucks:** There will never be food trucks parked on our construction site
- 8.) **Amplified music:** There will be no amplified music playing on job site during construction hours

EXHIBIT #8

LOS ANGELES FIRE DEPARTMENT



RALPH M. TERRAZAS
FIRE CHIEF

May 8, 2017

R.C. Thornton
7123 Macapa Drive
Los Angeles, CA 90068

To Whom It May Concern:

After evaluating Mr. Thornton's property, located at 7123 Macapa Drive, Los Angeles, CA 90068, we find that there are no fire issues that would impact the neighboring occupancies or accessibility for fire apparatus. If any questions please contact me at Fire Station 76 at (213) 485-6276.

Eduard M. Hengst, Captain I
Fire Station 76, A Platoon