

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

VAN AMBATIELOS
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GEORGE HOVAGUIMIAN
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CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

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

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

FRANK BUSH
EXECUTIVE OFFICER

July 31, 2014

Council District: # 1

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

JOB ADDRESS: **772 NORTH AVENUE 50, LOS ANGELES, CA**
(AKA: 776 NORTH AVENUE 50, LOS ANGELES, CA)
ASSESSORS PARCEL NO. (APN): **5477-027-002**

On January 17, 2009, March 3, 2011, May 26, 2012 and December 17, 2012, pursuant to the authority granted by Section 91.103 of the Los Angeles Municipal Code ("L.A.M.C"), the Department of Building and Safety (the "Department") investigated and identified code violations at: **772 North Avenue 50, (aka: 776 North Avenue 50), Los Angeles, California, (the "Property")**. A copy of the title report which includes a full legal description of the property is attached as Exhibit A.

Following the Department's investigation an order or orders to comply were issued 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.

In addition, on February 7, 2008, September 25, 2008, April 26, 2010, January 24, 2011, September 27, 2012, and October 31, 2013 pursuant to Section 98.0402(e) of the L.A.M.C. the Department performed annual inspections on the vehicle repair facility located at the same address. The property owner was given notice of the unpaid annual inspection fees on the property. The Department imposed non-compliance fee and annual inspection fee as follows:

<u>Description</u>	<u>Amount</u>
Annual inspection Fee	\$ 2,436.00
System Development Surcharge	146.16
Non-Compliance Code Enforcement fee	1,750.00
Late Charge/Collection fee (250%)	4,375.00
Accumulated Interest (1%/month)	720.10
Title Report fee	<u>48.00</u>
Grand Total	\$ <u>9,475.26</u>

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 **\$9,475.26** be recorded against the property. It is requested that the Honorable City Council of the City of Los Angeles (the "City Council") designate the time and place protest can be heard concerning this matter, as set forth in Sections 7.35.3 and 7.35.5 of the Los Angeles Administrative Code.

It is further requested that the City Council instruct the Department to deposit to Dept 08, Fund 48R, Balance Sheet Account 2200, any payment received against this lien in the amount of **\$9,475.26** on the referenced property. A list of all the names and addresses of owners and all interested parties entitled to notice is included (Exhibit B). Also attached is a report which includes the current fair market value of the property including all encumbrances of record on the property as of the date of the report (Exhibit C).

DEPARTMENT OF BUILDING AND SAFETY

Steve Ongele
for: Steve Ongele
Chief, Resource Management Bureau

ATTEST: HOLLY L. WOLCOTT, CITY CLERK

Lien confirmed by
City Council on:

BY: _____
DEPUTY

Westcoast Title



& Abstract Company, Inc.

400 S. Alhambra Ave. Ste B
Monterey Park, Ca. 91755
Phone 626-548-2479 818-337-0474 fax

Work Order No. T8924 *Prepared for: City of Los Angeles*
Type of Report: GAP Report
Order Date: 08-17-2012 *Dated as of: 08-17-2012* *Fee: \$48.00*

**-SCHEDULE A-
(Reported Property Information)**

For Assessors Parcel Number: 5477-027-002

Situs Address: 772 N Avenue 50 City: Los Angeles County: Los Angeles

-VESTING INFORMATION (Ownership)

The last Recorded Document Transferring Fee Title Recorded on: 12-07-2007
As Document Number: 07-2686167
Documentary Transfer Tax: \$None

In Favor of: Miguel G. Rocha, a Married Man, as Sole and Separate Property, Christopher M. Rocha, a Married Man, as Sole and Separate Property, Martha Olga Cortez, a Married Woman, as Sole and Separate Property, as Joint Tenants

Mailing Address: Christopher M. Rocha
772 N. Ave 50
Los Angeles, CA 90042

-SCHEDULE B-

-The Property Reported Herein is Described as follows:

Lots 28, 29 and 30 of Tract 5895 in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 66, Page(s) 88 of Maps, in the office of the County Recorder of said County.

Westcoast Title & Abstract Company, Inc.

400 S. Alhambra Ave. Ste B
Monterey Park, Ca. 91755
Phone 626-548-2479 818-337-0474 fax

Page 2
Order Number: T8924

-Schedule B Continued-

1. A Deed of Trust Recorded on 04-11-2006

as Document Number 06-0786487

Amount: \$70,000.00

Trustor: Miguel G. Rocha, Trustee of the Miguel G. Rocha Living Trust Dated July 1, 2004

Trustee: American Securities Company, a Corporation

Beneficiary: Wells Fargo Bank, National Association

Mailing Address: Wells Fargo Bank, National Association

Business Lending

3033 Elder Street MAC# U1851-015

Boise, ID 83705

2. A Deed of Trust Recorded on 01-16-2008

as Document Number 08-0093577

Amount: \$70,000.00

Trustor: Miguel G. Rocha, a Married Man, as Sole and Separate Property, Christopher M. Rocha, a Married Man, as Sole and Separate Property and Martha Olga Cortez, a Married Woman, as Sole and Separate Property

Trustee: American Securities Company, a Corporation

Beneficiary: Wells Fargo Bank, National Association

Mailing Address: Wells Fargo Bank, National Association

Business Lending

3033 Elder Street MAC# U1851-015

Boise, ID 83705

3. A Deed of Trust Recorded on 02-26-2008

as Document Number 08-0325223

Amount: \$192,000.00

Trustor: Miguel G. Rocha, a Married Man, as Sole and Separate Property, Christopher M. Rocha, a Married Man, as Sole and Separate Property and Martha Olga Cortez, a Married Woman, as Sole and Separate Property

Trustee: American Securities Company, a Corporation

Beneficiary: Wells Fargo Bank, National Association

Mailing Address: Wells Fargo Bank, National Association

Business Lending

3033 Elder Street MAC# U1851-015

Boise, ID 83705

4. A Notice of Pending Lien Recorded 05-23-2008

as Document Number 08-0919757

Filed by the City of Los Angeles Dept. of Building and Safety

Westcoast Title & Abstract Company, Inc.

400 S. Alhambra Ave. Ste B
Monterey Park, Ca. 91755
Phone 626-548-2479 818-337-0474 fax

Page 3
Order Number: T8924

-Schedule B Continued-

5. *A Notice of Pending Lien Recorded 01-30-2009
as Document Number 09-0122693
Filed by the City of Los Angeles Dept. of Building and Safety*

6. *A Notice of Pending Lien Recorded 04-24-2009
as Document Number 09-0601940
Filed by the City of Los Angeles Dept. of Building and Safety*

7. *A Notice of Pending Lien Recorded 12-03-2010
as Document Number 10-1780086
Filed by the City of Los Angeles Dept. of Building and Safety*

8. *A Notice of Pending Lien Recorded 07-01-2011
as Document Number 11-0898842
Filed by the City of Los Angeles Dept. of Building and Safety*

9. *A Notice of Pending Lien Recorded 09-02-2011
as Document Number 11-1195323
Filed by the City of Los Angeles Dept. of Building and Safety*

A Statement of information may be required to provide further information on the owners listed below:

No Statement of information is required.

End of Report

Described As: **LOT 28 TRACT # 5895**
 Address: **776 N AVENUE 50 LOS ANGELES CA 90042**
 City: **LOS ANGELES CITY-44**
 Billing Address: **772 N AVENUE 50 LOS ANGELES CA 90042**
 Assessed Owner(s): **ROCHA,MIGUEL G ET AL; ROCHA,CHRISTOPHER M**

Tax Rate Area:	0000004	Value	Conveyance Date:	03/30/1984
Use Code:	2670	Land: 36,207.00	Conveying Instrument:	387794
Auto service, no gas		Improvements: 3,217.00	Date Transfer Acquired:	
Region Code:	27	Personal Property:	Vesting:	
Flood Zone:		Fixtures:	Year Built:	1947
Zoning Code:	LARD2	Inventory:	Year Last Modified:	1947
Taxability Code:		Exemptions	Square Footage	
Tax Rate:		Homeowner:	Land:	
Bill #:		Inventory:	Improvements:	
Issue Date:	10/15/2011	Personal Property:	Tax Defaulted:	
		Religious:		
		All Other:		
		Net Taxable Value: 39,424.00	Total Tax:	524.05

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	262.03	26.20	12/10/2011	PAID W/ PENALTY	01/04/2012	0.00
2nd	262.02	36.20	04/10/2012	PAID	01/04/2012	0.00
Total Balance:						0.00

Account	Special Lien Description	Amount
188.69	L.A. STORMWATER POLL ABATE	0.63
61.81	SOUTHEAST MOSQ ABATE	7.55
188.71	L.A. POLICE/911 BOND TAX	10.94
30.71	L.A. COUNTY FLOOD CONTROL	0.79
188.50	L.A. CITY LDSCP & LIGHT DIST 96-1	2.90
36.92	LA CO PARK DISTRICTS	10.08

THIS INFORMATION IS PROVIDED FOR CUSTOMER SERVICE PURPOSES ONLY. PROPERTY INSIGHT DOES NOT WARRANT, NOR GUARANTEE THE ACCURACY NOR COMPLETENESS OF THE INFORMATION SHOWN ON THIS REPORT

*** END OF REPORT ***

RECORDING REQUESTED BY
"LSI TITLE, FNDS DIVISION"
WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO

Christopher M. Rocha
772 N. Ave 50
Los Angeles, CA 90042

Title Order No. K718445
Escrow No.

12/07/07

20072686167

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S).
DOCUMENTARY TRANSFER TAX is \$0.00 CITY TAX is \$0. ✓ Gift
 computed on the full value of the property conveyed, or
 computed on full value less value of liens or encumbrances remaining at the time of sale.
 Unincorporated area City of ~~LA~~ , and ~~LA~~ → LOS ANGELES

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

MIGUEL G. ROCHA, TRUSTEE OF THE MIGUEL G. ROCHA
LIVING TRUST DATED JULY 1, 2004

hereby GRANT(S) to

Miguel G. Rocha a married man, as sole and separate property, Christopher M. Rocha a married man, as sole and separate property, Martha Olga Cortez a married woman, as sole and separate property, as joint tenants.

the following described real property in the city of Los Angeles, County of Los Angeles, State of California:

LOTS 28, 29 AND 30 OF TRACT 5895 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 66 PAGE 88 OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

A.P.N. 5477-027-002, 5477-027-003, 5477-027-004

gift RT 11911

Dated: September 20, 2007

This Grant Deed is being recorded to correct the Grantor that certain Grant Deed dated February 13, 2007 which was recorded on February 21, 2007 as instrument number 07-377333 of official records.

State of California

County of Los Angeles

September 20, 2007

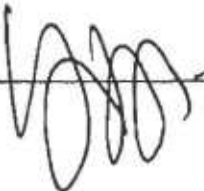
On 1 Before me,

Yolanda Yvette Nogueira
NOTARY PUBLIC


Miguel G. Rocha, TRUSTEE

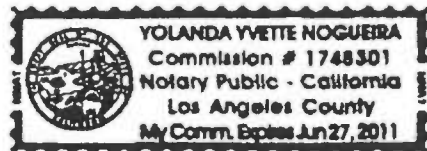
personally appeared Miguel G. Rocha, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

Signature



(Seal)

Notary Stamp or Seal



Mail Tax Statements as Directed Above

4/11/06

3

Recording Requested By,
And After Recording, Return To:
**WELLS FARGO BANK, NATIONAL
ASSOCIATION**
Business Lending
3033 Elder Street MAC# U1851-015
Boise, ID 83705

RR 2 65 919 445

State of California

Courtesy Recording-No Title Liability

3072724
APN: 5477-
027-002/003/004



100065919140018435

**DEED OF TRUST
AND ASSIGNMENT OF RENTS AND LEASES**

THIS DEED OF TRUST AND ASSIGNMENT (this "Deed of Trust") is executed as of March 02, 2006, by MIGUEL G. ROCHA, TRUSTEE OF THE MIGUEL G. ROCHA LIVING TRUST DATED JULY 1, 2004, ("Trustor"), to AMERICAN SECURITIES COMPANY, a corporation ("Trustee"), for the benefit of WELLS FARGO BANK, NATIONAL ASSOCIATION ("Beneficiary").

ARTICLE I. GRANT IN TRUST

1.1 Grant. For the purposes and upon the terms and conditions in this Deed of Trust, Trustor irrevocably grants, conveys and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, Trustor's interest in: (a) all real property located in Los Angeles County, California, and described on Exhibit A attached hereto; (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of said real property; (c) all tenements, hereditaments and appurtenances thereof and thereto; (d) all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining said real property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with said real property; (e) all buildings, improvements and landscaping now or hereafter erected or located on said real property; (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to, said real property; (g) all mineral rights, oil and gas rights, air rights, water or water rights, including without limitation, all wells, canals, ditches and reservoirs of any nature and all rights thereto, appurtenant to or associated with said real property, whether decreed or undecreed, tributary or non-tributary, surface or underground, appropriated or unappropriated, and all shares of stock in any water, canal, ditch or reservoir company, and all well permits, water service contracts, drainage rights

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and other evidences of any such rights; and (h) all interest or estate which Trustor now has or may hereafter acquire in said real property and all additions and accretions thereto, and all awards or payments made for the taking of all or any portion of said real property by eminent domain or any proceeding or purchase in lieu thereof, or any damage to any portion of said real property (collectively, the "Subject Property"). The listing of specific rights or property shall not be interpreted as a limitation of general terms.

1.2 Address. The address of the Subject Property (if known) is: 772, 776 & 780 North Avenue 50, Los Angeles, CA 90042, Assessor's Parcel No. 5477-027-002;5477-027-003;5477-027-004. Neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of this Deed of Trust on the Subject Property as described on Exhibit A. In the event of any conflict between the provisions of Exhibit A and said address, Exhibit A shall control.

ARTICLE II. OBLIGATIONS SECURED

2.1 Obligations Secured. Trustor makes this grant and assignment for the purpose of securing the following obligations (each, a "Secured Obligation" and collectively, the "Secured Obligations"):

- a) payment to Beneficiary of all sums at any time owing and performance of all other obligations arising under or in connection with that certain promissory note, loan or credit agreement, confirmation letter and disclosure, or other evidence of debt ("Note") dated as of March 02, 2006, in the maximum principal amount of Seventy Thousand and 00/100 Dollars (\$70,000.00), with interest as provided therein, executed by MIGUEL G. ROCHA and payable to Beneficiary or its order, together with the payment and performance of any other indebtedness or obligations incurred in connection with the credit accommodation evidenced by the Note, whether or not specifically referenced therein;
- b) payment and performance of all obligations of Trustor under this Deed of Trust, together with all advances, payments or other expenditures made by Beneficiary or Trustee as or for the payment or performance of any such obligations of Trustor;
- c) payment and performance of all obligations, if any, and the contracts under which they arise, which any rider attached to and recorded with this Deed of Trust recites are secured hereby;
- d) payment and performance of all future advances and other obligations that the then record owner of the Subject Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when any such advance or other obligation is evidenced by a writing which recites that it is secured by this Deed of Trust; and
- e) all modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes, loan or credit agreement, confirmation letter and disclosure, change in terms agreement, or other evidence of debt.

2.2 Obligations. The term "obligations" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, joint or several, including without limitation, all principal, interest, charges, including prepayment charges and late charges, and loan fees at any time accruing or assessed on any Secured Obligation.

4/11/06

19

- i) Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of any of the documents or any relationship between the parties.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first set forth above.

TRUSTOR PLEASE NOTE: IN THE EVENT OF YOUR DEFAULT, CALIFORNIA PROCEDURE PERMITS THE TRUSTEE TO SELL THE SUBJECT PROPERTY AT A SALE HELD WITHOUT SUPERVISION BY ANY COURT AFTER EXPIRATION OF A PERIOD PRESCRIBED BY LAW (SEE SECTION 5.02(f) ABOVE). UNLESS YOU PROVIDE AN ADDRESS FOR THE GIVING OF NOTICE, YOU MAY NOT BE ENTITLED TO OTHER NOTICE OF THE COMMENCEMENT OF SALE PROCEEDINGS. BY EXECUTION OF THIS DEED OF TRUST, YOU CONSENT TO SUCH PROCEDURE. IF YOU HAVE ANY QUESTIONS CONCERNING IT, YOU SHOULD CONSULT YOUR LEGAL ADVISOR. BENEFICIARY URGES YOU TO GIVE PROMPT NOTICE OF ANY CHANGE IN YOUR ADDRESS SO THAT YOU MAY RECEIVE PROMPTLY ANY NOTICE GIVEN PURSUANT TO THIS DEED OF TRUST.

Trustor(s):

Miguel G. Rocha, Trustee of the Miguel G. Rocha Living Trust Dated July 1,2004

Address(es):

1045 North Azusa Avenue, Unit 45, Covina, CA 91722

By: Miguel G Rocha

By: _____

Name: MIGUEL G. ROCHA
Title: Trustee

06 0786487

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

NAME

MAILING
ADDRESS

CITY, STATE
ZIP CODE

AFTER RECORDING, PLEASE RETURN TO:

LandMetrics Cost Lender & Search
3522 Cox Road
Richmond, VA 23080

Attn: Dawn Reynolds

01/16/08



20080093577

2

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

DEED OF TRUST AND ASSIGNMENT
OF RENTS AND LEASES

Recording Requested By,
And After Recording, Return To:
**WELLS FARGO BANK, NATIONAL
ASSOCIATION 1-888-769-5995**
Business Lending Prepared By: Rosario Arias-Galvez
3033 Elder Street MAC# U1851-015
Boise, ID 83705 RR# 943457454
1133802

State of California



100094345744718435

**DEED OF TRUST
(AND ASSIGNMENT OF RENTS AND LEASES)**

THIS DEED OF TRUST AND ASSIGNMENT (this "Deed of Trust") is executed as of December 14, 2007, by **MIGUEL G. ROCHA, A MARRIED MAN, AS SOLE AND SEPARATE PROPERTY, CHRISTOPHER M. ROCHA, A MARRIED MAN, AS SOLE AND SEPARATE PROPERTY AND MARTHA OLGA CORTEZ, A MARRIED WOMAN, AS SOLE AND SEPARATE PROPERTY,** ("Trustor"), to **AMERICAN SECURITIES COMPANY,** a corporation ("Trustee"), for the benefit of **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Beneficiary"). "This Deed of Trust and Assignments of Rents and Leases does not modify, release, or cancel a previously recorded lease in Los Angeles County."

ARTICLE I. GRANT IN TRUST

1.1 Grant. For the purposes and upon the terms and conditions in this Deed of Trust, Trustor irrevocably grants, conveys and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, Trustor's interest in: (a) all real property located in Los Angeles County, California, and described on Exhibit A attached hereto; (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of said real property; (c) all tenements, hereditaments and appurtenances thereof and thereto; (d) all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining said real property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with said real property; (e) all buildings, improvements and landscaping now or hereafter erected or located on said real property; (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to, said real property; (g) all mineral rights, oil and gas rights, air rights, water or water rights, including without limitation, all wells, canals, ditches and reservoirs of any nature and all rights thereto, appurtenant to or associated with said real property, whether decreed or undecreed, tributary or