

Office of the City Engineer

Los Angeles, California

To The Honorable Council

Of the City of Los Angeles

Honorable Members:

SEP 03 2008

C. D. No. 4

SUBJECT:

Final Map of Tract No. 63641

RECOMMENDATIONS:

Approve the final map of Tract No. 63641 located at 1325-29 N. Sycamore Avenue lying westerly of Sycamore Avenue and northerly of Fountain Avenue and accompanying Subdivision Improvement Agreement and Contract with attached security documents.

FISCAL IMPACT STATEMENT

The Subdivider has paid a fee of \$6,540.00 for the processing of this final tract map pursuant to Section 19.02(A)(2) of the Municipal Code. No additional City Funds are needed.

TRANSMITTALS:

1. Map of Tract No. 63641.
2. Unnumbered file for Tract No. 63641.
3. Subdivision Improvement Agreement and Contract with attached security documents.

DISCUSSION:

The tentative map of Tract No. 63641 was conditionally approved by the Advisory Agency on January 31, 2006 for a maximum 10-units residential condominium project.

The Advisory Agency has determined that this project will not have a significant effect on the environment.

The conditions of approval for the tract map have been fulfilled including payment of the Recreation and Parks Fee in the amount of \$51,220.00. Transmitted Subdivision Improvement Agreement and Contract with attached security documents guarantees construction of the required improvements. Upon approval by the Council, the final map will be transmitted to the County Engineer for filing with the County Recorder.

The expiration date of the tentative map approval is January 31, 2009.

The subdivider and engineer for this subdivision are:

Subdivider

Alex Kashanpour
17939 Chatsworth Street, #268
Granada Hills, CA 91344

Jeff & Joy McManus
542 N. Mansfield Avenue
Los Angeles, CA 90036

Report prepared by:

Land Development Group

Alan Lee
Civil Engineer
Phone (213)977-8932

EY/AL/WS
a:\wpdoc\tract 63641

Engineer

Sande Engineering
P.O. Box 251388
Glendale, CA 91225

Respectfully submitted,


Edmond Yew, Manager
Land Development Group
Bureau of Engineering

APPROVED FOR THE
CITY ENGINEER BY
[Signature]
BOND CONTROL
DEVELOPMENT SERVICES DIV

ACCEPTED
RISK MANAGEMENT
CITY ADMINISTRATIVE OFFICE

OCT 04 2006

BY L. LEE

ACCEPTED
RISK MANAGEMENT
CITY ADMINISTRATIVE OFFICE

CAO 213080

City of Los Angeles

DEPARTMENT OF PUBLIC WORKS
SUBDIVISION IMPROVEMENT AGREEMENT AND CONTRACT

THIS AGREEMENT AND CONTRACT, made and entered into, by and between the CITY OF LOS ANGELES, hereinafter designated as the CITY; and SYCAMORE WOOD, LLC

hereinafter designated as SUBDIVIDER; WITNESSETH:

ONE: For, and in consideration of the approval of the final map of that certain division of land known as:

TRACT NO. 063641

and for acceptance of the dedication therein by the CITY, the SUBDIVIDER hereby agrees, at his own costs and expense, to construct and install all public improvements required in and adjoining and covered by the final map which are shown on plans, profiles and specifications, previously supplied to the City Engineer; and to furnish all equipment, labor and materials necessary to construct, install and complete the required improvements in a good and workmanlike manner. The estimated cost for completion of the above-mentioned work and improvement is the sum of **FIVE THOUSAND AND NO/100 Dollars (\$5,000.00)**.

TWO: It is agreed that the SUBDIVIDER has furnished to the City Engineer all necessary final plans, profiles and standard specifications for the required public improvements; or, that in lieu of such final plans, profiles and specifications, the City Engineer has been furnished preliminary plans that are of sufficient detail so as to be approved by the City Engineer for use in the preparation of the estimated cost of the required improvements. In consideration of the acceptance of such preliminary plans by the City Engineer, the SUBDIVIDER hereby agrees to furnish all necessary final plans, profiles and specifications in a form that will be sufficient to be processed and approved by the City Engineer not later than six (6) months from the date the final map of said subdivision of land is filed for record with the County Recorder, County of Los Angeles, State of California.

THREE: The SUBDIVIDER agrees to perform all of the above-mentioned work under permit or permits to be issued by the Board of Public Works, hereinafter designated as the BOARD. All work shall be performed in accordance with the standards and specifications of the BOARD, as amended, and to the approval of the City Engineer. The SUBDIVIDER further agrees to pay for such inspection of work and improvements as may be required by the BOARD, and the performance of the work shall be further conditioned upon due compliance with all of the provisions of Article 7 of Chapter 1, and Sections 62.105 through 62.117, inclusive, of the Los Angeles Municipal Code, as amended.

Continuation Sheet For:

SUBDIVISION IMPROVEMENT AGREEMENT AND CONTRACT

FOUR: In the event said work is required to be performed under Class "B" Permit as defined in Section 62.106 of the Municipal Code, the SUBDIVIDER hereby agrees to obtain said permit from the City Engineer, including payment of all necessary fees as required under the provisions of Sections 62.110 and 62.111 of said Code, prior to certification of the final map by the City Engineer.

FIVE: If the planting of street trees is required under the conditions of approval established by the Advisory Agency, the SUBDIVIDER shall pay all necessary planting fees for each tree to be installed by the CITY; and shall pay all maintenance fees for each tree required to be planted, either by the CITY or by the SUBDIVIDER, in accordance with the maintenance fee schedule set forth in Section 62.176 of the Municipal Code. Said fees shall be paid to the Bureau of Street Maintenance of the DEPARTMENT OF PUBLIC WORKS or, if a Class "B" Permit is required, said fees shall be included in the permit fee deposit.

SIX: The SUBDIVIDER agrees to perform any changes or alterations required by the CITY in the construction and installation of the required improvements, provided that all such changes or alterations do not exceed ten (10) percent of the original estimated cost of such improvements; and the SUBDIVIDER further agrees; to install such devices for the abatement of erosion or flood hazard as may be required under the provisions of Section 61.02 of the Municipal Code; the costs of each of the above to be borne by the SUBDIVIDER.

SEVEN: The SUBDIVIDER expressly agrees to perform the above-mentioned work in a diligent and workmanlike manner so as to complete the construction and installation of all required public improvements on or before twenty-four (24) months from the date the final map is filed for record with the County Recorder, County of Los Angeles, State of California; or within any lawful extension of said term, or as otherwise provided by law. The SUBDIVIDER acknowledges that in the event any extension of term is granted, the City Engineer may impose additional conditions in accordance with Section 17.08G-3 of the Municipal Code.

EIGHT: The SUBDIVIDER agrees to warrant all work performed against any defective workmanship, or labor done, or defective materials furnished in the performance of the work required by this contract. The term of this warranty shall expire one year from the date of acceptance of the completed improvements by the City Engineer, all as required under Chapter 5 of Division 2 of Title 7 of the State of California Government Code, known as the "Subdivision Map Act," and as amended. The estimated amount sufficient for warranty is the sum of NONE.

NINE: The CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring from or to the works specified in this contract prior to the completion and acceptance of the same by the City Engineer; nor shall the CITY, nor any officer or employee thereof, be liable for any persons or property injured by reason of the nature of said work, or by reason of the acts or omissions of the SUBDIVIDER, his agents or employees, in the performance of said work; but all of said liabilities shall be assumed by the SUBDIVIDER. The SUBDIVIDER further agrees to protect, defend and hold harmless the CITY and its officers and employees from all loss, liability or claim because of, or arising out of, the acts or omissions of the SUBDIVIDER, or his agents and employees, in the performance of this contract, or arising out of the use of any patent or patented article in the construction of said work.

Continuation Sheet For:

SUBDIVISION IMPROVEMENT AGREEMENT AND CONTRACT

TEN: It is agreed that the SUBDIVIDER has filed or deposited with the CITY a good and sufficient IMPROVEMENT SECURITY in accordance with the provisions of Section 17.08G of the Municipal Code of the CITY, in an amount equal to or greater than the estimated cost of construction and installation of the required improvements and an amount sufficient to act as warranty for said improvements as defined in Article Eight hereof, together with reasonable attorney's fees which may be incurred by the CITY in enforcing the terms and conditions of this contract. IN ADDITION TO the Improvement Security, it is further agreed that the SUBDIVIDER has filed or deposited a good and sufficient PAYMENT SECURITY for labor and materials in an amount not less than fifty (50) percent of the amount of the Improvement Security, to secure the claims to which reference is made in Title 15, commencing with Section 3082, of Part 4 of Division 3 of the Civil Code of the State of California. If the sureties or security on either said Improvement Security or Payment Security, or both, in the opinion of the CITY become insufficient, in any respect, the SUBDIVIDER hereby agrees to furnish sufficient additional security within ten (10) days after receiving notice from the CITY that said extant securities are insufficient.

ELEVEN: It is further understood and agreed, that in the event it is deemed necessary to extend the time for the performance of the work contemplated to be done under this contract, such extensions of time may be granted by the City Engineer or by the BOARD, or both, either at their own option or upon request of the SUBDIVIDER, and such extensions shall in no way affect the validity of this contract, the Subdivision Cash or Negotiable Security Improvement and Warranty Performance Agreement executed in connection herewith or release the Surety on any Surety Bond or Bonds. Such extensions of time may be conditioned upon a construction schedule to be specified by the City Engineer, and/or a revision of the Improvement Security based on revised estimated improvement costs, and/or revision of the plans, profiles and specifications used for the construction and installation of the required improvements to comply with the standards and specifications of the BOARD in effect at the time such extension of time is granted.

TWELVE: The SUBDIVIDER further agrees to maintain the aforesaid Improvement and Payment Security in full force and effect, during the term of this contract, including any extensions of time as may be granted thereto.

THIRTEEN: If the SUBDIVIDER neglects, refuses or fails to prosecute the required work with such diligence as to insure its completion within the time specified herein, or within such extension of said time as may have been granted by the City Engineer or by the BOARD, or both, or if the SUBDIVIDER neglects, refuses or fails to perform satisfactorily any of the provisions of the improvement construction permit, plans and profiles, or specifications, or any other act required under this agreement and contract, the BOARD may declare this agreement and contract in default.

Immediately upon a declaration of default, the Subdivider and Surety shall be liable to City for the cost of construction and installation of the public improvements and for costs and reasonable expense and fees, including reasonable attorneys' fees incurred in enforcing this Agreement and Contract.

A notice of default shall be mailed to the SUBDIVIDER and any Surety and the Board shall cause a demand to be made for payment of any negotiable securities held as Improvement Securities in connection with this Agreement and Contract.

Continuation Sheet For:

SUBDIVISION IMPROVEMENT AGREEMENT AND CONTRACT

In the event of such default, the SUBDIVIDER hereby grants to the CITY and/or the Surety upon any Surety Bond, the irrevocable permission to enter upon the lands of the subject division of land for the purpose of completing the required improvements. The CITY reserves the right if it elects to do the work to exclude the SUBDIVIDER from the site in order to complete the required work either by CITY forces or by separate contract.

IN WITNESS WHEREOF, this instrument has been duly executed by the above named SUBDIVIDER on
Oct 4, 20 06.

SYCAMORE WOOD, LLC



SEE INSTRUCTIONS FOR SIGNATURES AND ACKNOWLEDGMENTS ON "NOTICE TO CLASS B PERMIT AND BOND APPLICANTS" (FORM ENG. 3.693-REVISED)

District Design Office: **CENTRAL**

Council District No.:

Date Issued: **09/26/2006**

Location: **1325-1329 N. SYCAMORE AVE**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

SS.

On 10.4.2006

before me,

Ruth Ellen Rodriguez

Notary Public

Name and Title of Officer (e.g., Jane Doe, Notary Public)

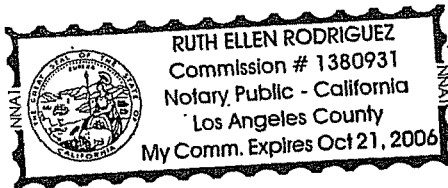
personally appeared

Jeffrey Gann McManus

Name(s) of Signer(s)

☐ personally known to me

☒ 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]

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☒ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____



City of Los Angeles
DEPARTMENT OF PUBLIC WORKS
Office of the City Engineer

03397-00516

CERTIFICATE NO.

CENTRAL

District/Division Design Office
Council District No.
Date Issued: **09/26/2006**

BANK OF America

Bank or Savings Institution

**SUBDIVISION CASH OR NEGOTIABLE SECURITY
IMPROVEMENT AND WARRANTY PERFORMANCE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE,

SYCAMORE WOOD, LLC

as DEPOSITOR, have deposited with the CITY OF LOS ANGELES, hereinafter called the CITY, the SUM of **SEVEN THOUSAND, FIVE HUNDRED AND NO/100 Dollars (\$7,500.00)** . lawful money of the United States or negotiable securities, as evidenced by separate receipt, in the sum of \$ (hereinafter called SECURITY) to be held by the City Treasurer until all of the requirements of the Subdivision Agreement and Contract have been satisfied and the release hereof is authorized by the City Engineer.

The CONDITION of this obligation is such that WHEREAS the DEPOSITOR has entered or is about to enter into an agreement with the CITY, pursuant to the authority of an act of the Legislature of the STATE OF CALIFORNIA known as the "Subdivision Map Act" (Division 2, commencing with Section 66410, of Title 7 of the Government Code) and amendments thereto; and pursuant to the provisions of Article 7 of Chapter 1, and Sections 62.105 through 62.117, inclusive, of the Municipal Code of the CITY, as amended, for the construction and installation of certain public improvements in accordance with the terms and conditions stipulated in said contract, and is required by the CITY to give SECURITY in connection with the execution of said agreement as a contract for approval of that certain division of land known as:

TRACT NO. 063641

AS PART OF THIS AGREEMENT, and in addition to the amount specified in said contract for the construction and installation of the required public improvements referenced therein, there is included in the SUM of this agreement an amount equal to fifty (50) percent of the amount specified for the construction and installation of said public improvements. Said additional amount shall be a PAYMENT SECURITY for labor and materials provided by Contractors, Subcontractors, laborers, materialmen and other persons employed in performance of the construction and installation of the public improvements and referred to in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California; and if said DEPOSITOR fails to pay the Contractor or his Subcontractors, or fails to pay persons renting equipment or furnishing labor or materials of any kind for the construction and installing of the public improvements, or fails to pay amounts due.

Continuation Sheet For:

**SUBDIVISION CASH OR NEGOTIABLE SECURITY
IMPROVEMENT AND WARRANTY PERFORMANCE AGREEMENT**

The Unemployment Insurance Act with respect to such work or labor, then upon filing of a proper claim with the City Clerk, with respect to such work or labor, the CITY may pay the same from the SECURITY. It is expressly stipulated and agreed that this Payment Security shall insure to the benefit of any and all persons, companies and corporations entitled to file claims against under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code.

AS AN ADDITIONAL PART OF THE OBLIGATION SECURED HEREBY, there are included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the CITY in enforcing said obligation, all to be taxed as costs and included in any judgment rendered therefor.

IN THE EVENT of a declaration of default by the Board of Public Works of the CITY, the undersigned principal shall be immediately liable to the City for the cost of construction and installation of the public improvements and City may sell, negotiate and/or redeem all or any part of the SECURITY.

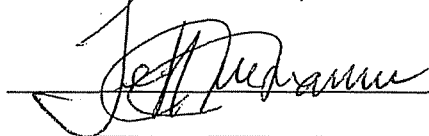
A DEPOSITOR shall, when requested by the City Engineer, replace SECURITY with cash or other acceptable unmatured SECURITY. Principal agrees to supply City with proof of ownership and/or other documents necessary for the sale, negotiation, cashing or redemption of SECURITY.

In no event shall City be obligated to construct and install the public improvements.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named PRINCIPAL on
Oct 4, 2006.

Principal Signatories

SYCAMORE WOOD, LLC



SEE INSTRUCTIONS FOR SIGNATURES AND ACKNOWLEDGMENTS ON "NOTICE TO CLASS B PERMIT AND BOND APPLICANTS" (FORM ENG. 3.693-REVISED)

APPROVED – CITY ATTORNEY

Bureau of Engineering Receipt No. 422815 LDG _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles } ss.

On 10.4.2006

before me, Ruth Ellen Rodriguez ^{Notary Public}

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Jeffrey Gann McManus

Name(s) of Signer(s)

- ☐ personally known to me
☒ 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.

Ruth Ellen Rodriguez
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



OPERATING AGREEMENT

FOR

SYCAMORE WOOD, LLC

This Revised and Restated Operating Agreement, dated as of April 15, 2005, for reference purposes, is entered into by and among the parties listed on the Revised Exhibit "A" (collectively referred to as the Members), with reference to the following facts:

A. Jeff and Joy McManus ("Initial Members") desired to form a limited liability company under the Beverly-Killea Limited Liability Company Act. In that regard, Articles of Organization for SYCAMORE WOODS, LLC, a California Limited Liability Company (the "Company"), were filed with the California Secretary of State on April 6, 2005.

B. On April 6, 2005, Jeff and Joy McManus enter into an Operating Agreement in order to form and provide for the governance of the Company and the conduct of its business and to specify their relative rights and obligations.

C. Alex Kashanpour and Clarence Major desire to become members of the Company upon the terms and conditions set forth herein. Accordingly, Jeff and Joy McManus desire to amend and restate the Company's Operating Agreement to provide for the admission of said new members to the Company as provided herein.

NOW THEREFORE, the Members hereby agree as follows:

ARTICLE I: DEFINITIONS

The following capitalized terms used in this Agreement have the meanings specified in this Article or elsewhere in this Agreement and when not so defined shall have the meanings set forth in California Corporations Code section 17001.

1.1. "Act" means the Beverly-Killea Limited Liability Company Act (California Corporations Code sections 17000-17655), including amendments from time to time.

1.2. "Agreement" means this operating agreement, as originally executed and as amended from time to time.

1.3. "Articles of Organization" is defined in California Corporations Code section 17001(b) as applied to this Company.

1.4. "Assignee" means a person who has acquired a Member's Economic Interest in the Company, by way of a Transfer in accordance with the terms of this Agreement, but who has not become a Member.

1.5. "Assigning Member" means a Member who by means of a Transfer has transferred an Economic Interest in the Company to an Assignee.

1.6. "Capital Account" means, as to any Member, a separate account maintained and adjusted in accordance with Article III, Section 3.3.

1.7. "Capital Contribution" means, with respect to any Member, the amount of the money and the Fair Market Value of any property (other than money) contributed to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take "subject to" under IRC section 752) in consideration of a Percentage Interest held by such Member. A Capital Contribution shall not be deemed a loan.

1.8. "Capital Event" means a sale or disposition of any of the Company's capital assets, the receipt of insurance and other proceeds derived from the involuntary conversion of Company property, the receipt of proceeds from a refinancing of Company property, or a similar event with respect to Company property or assets.

1.9. "Code" or "IRC" means the Internal Revenue Code of 1986, as amended, and any successor provision.

1.10. "Company" means the company named in Article II, Section 2.2.

1.11. "Economic Interest" means a Person's right to share in the income, gains, losses, deductions, credit or similar items of, and to receive distributions from, the Company, but does not include any other rights of a Member, including the right to vote or to participate in management.

1.12. "Encumber" means the act of creating or purporting to create an Encumbrance, whether or not perfected under applicable law.

1.13. "Encumbrance" means, with respect to any Membership Interest, or any element thereof, a mortgage, pledge, security interest, lien, proxy coupled with an interest (other than as contemplated in this Agreement), option, or preferential right to purchase.

1.14. "Gross Asset Value" means, with respect to any item of property of the Company, the item's adjusted basis for federal income tax purposes, except as follows:

(a) The Gross Asset Value of any item of property contributed by a Member to

the Company shall be the fair market value of such property, as mutually agreed by the contributing Member and the Company; and

(b) The Gross Asset Value of any item of Company property distributed to any Member shall be the fair market value of such item of property on the date of distribution, as mutually agreed by the distributee Member and the Company.

1.15. "Initial Member" or "Initial Members" means those Persons listed on Exhibit "A." A reference to an "Initial Member" means any of the Initial Members.

1.16. "Involuntary Transfer" means, with respect to any Membership Interest, or any element thereof, any Transfer or Encumbrance, whether by operation of law, pursuant to court order, foreclosure of a security interest, execution of a judgment or other legal process, or otherwise, including a purported transfer to or from a trustee in bankruptcy, receiver, or assignee for the benefit of creditors.

1.17. "Losses." See "Profits and Losses."

1.18. "Majority of Members" means a Member or Members whose Percentage Interests represent more than 50 percent of the Percentage Interests of all the Members.

1.19. "Meeting" is defined in Article V, Section 5.2.

1.20. "Member" means an Initial Member or a Person who otherwise acquires a Membership Interest, as permitted under this Agreement, and who remains a Member.

1.21. "Notice" means a written notice required or permitted under this Agreement. A notice shall be deemed given or sent when deposited, as certified mail or for overnight delivery, postage and fees prepaid, in the United States mails; when delivered to Federal Express, United Parcel Service, DHL WorldWide Express, or Airborne Express, for overnight delivery, charges prepaid or charged to the sender's account; when personally delivered to the recipient; when transmitted by electronic means, and such transmission is electronically confirmed as having been successfully transmitted; or when delivered to the home or office of a recipient in the care of a person whom the sender has reason to believe will promptly communicate the notice to the recipient.

1.22. "Percentage Interest" means a fraction, expressed as a percentage, the numerator of which is the total of a Member's Capital Account and the denominator of which is the total of all Capital Accounts of all Members.

1.23. "Person" means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

1.24. "Profits and Losses" means, for each fiscal year or other period specified in this Agreement, an amount equal to the Company's taxable income or loss for such year or period,

determined in accordance with IRC section 703(a).

1.25 "Proxy" has the meaning set forth in the first paragraph of California Corporations code section 17001(ai). A Proxy may be transmitted orally if it is submitted with information from which it may be determined that the proxy was authorized by the Member or Member's attorney-in-fact.

1.26. "Regulations" ("Reg") means the income tax regulations promulgated by the United States Department of the Treasury and published in the Federal Register for the purpose of interpreting and applying the provisions of the Code, as such Regulations may be amended from time to time, including corresponding provisions of applicable successor regulations.

1.27. "Substituted Member" is defined in Article VIII, Section 8.8.

1.28. "Successor in Interest" means an Assignee, a successor of a Person by merger or otherwise by operation of law, or a transferee of all or substantially all of the business or assets of a Person.

1.29. "Transfer" means, with respect to a Membership Interest, or any element of a Membership Interest, any sale, assignment, gift, Involuntary Transfer, or other disposition of a Membership Interest or any element of such a Membership Interest, directly or indirectly, other than an Encumbrance that is expressly permitted under this Agreement.

1.30. "Triggering Event" is defined in Article VIII, Section 8.3.

1.31. "Vote" means a written consent or approval, a ballot cast at a Meeting, or a voice vote.

1.32. "Voting Interest" means, with respect to a Member, the right to Vote or participate in management and any right to information concerning the business and affairs of the Company provided under the Act, except as limited by the provisions of this Agreement. A Member's Voting Interest shall be directly proportional to that Member's Percentage Interest.

ARTICLE II: ARTICLES OF ORGANIZATION

2.1. The Initial Members have formed a California limited liability company under the laws of the State of California by filing the Articles with the California Secretary of State and entering into this Agreement, which Agreement shall be deemed effective as of the date the Articles were so filed.

2.2. The name of the Company is SYCAMORE WOOD, LLC.

2.3. The principal executive office of the Company shall be at 542 N. Mansfield Avenue,

Los Angeles, California 90036, or such other place or places as may be determined by a majority of Members from time to time.

2.4. The initial agent for service of process on the Company shall be JEFF MCMANUS. A Majority of Members may from time to time change the Company's agent for service of process.

2.5. The Company has been formed for the purposes of engaging in the business of owning, managing and investing in real property and all other activities related thereto.

2.6. The term of existence of the Company commenced on the effective date of filing of Articles of Organization with the California Secretary of State, and shall continue until terminated by the provisions of this Agreement and the Articles of Organization or as provided by law.

2.7. The Members shall be the managers of the Company.

ARTICLE III: CAPITALIZATION

3.1. Each Member shall contribute to the capital of the Company as the Member's Capital Contribution the money and property specified in Exhibit "A" to this Agreement. The Fair Market Value of each item of contributed property as agreed between the Company and the Member contributing such property is set forth in Exhibit "A".

3.2. If a Member fails to make a required Capital Contribution within 10 days after the effective date of this Agreement, that Member's entire Membership Interest shall terminate and that Member shall indemnify and hold the Company and the other Members harmless from any loss, cost, or expense, including reasonable attorney fees caused by the failure to make such Capital Contribution.

3.3. An individual Capital Account shall be maintained for each Member consisting of that Member's Capital Contribution, (1) increased by that Member's share of Profits, (2) decreased by that Member's share of Losses, and (3) adjusted as required in accordance with applicable provisions of the Code and Regulations.

3.4. A Member shall not be entitled to withdraw any part of the Member's Capital Contribution or to receive any distributions, whether of money or property from the Company except as provided in this Agreement.

3.5. No interest shall be paid on funds or property contributed to the capital of the Company or on the balance of a Member's Capital Account. Notwithstanding the foregoing, a Member shall have the right to loan funds to the Company and shall receive in exchange a promissory note with repayment terms, including a reasonable rate of interest as approved by the Company and the lending Member.

3.6. A Member shall not be bound by, or be personally liable for, the expenses, liabilities, or obligations of the Company except as otherwise provided in the Act or in this Agreement.

3.7. No Member shall have priority over any other Member, with respect to the return of a Capital Contribution, or distributions or allocations of income, gain, losses, deductions, credits, or items thereof.

3.8. The Members shall contribute additional capital to the Company in such amounts and at such times as and if determined by a Majority of Members that additional capital is required. The Members shall contribute such additional capital in proportion to their respective Percentage Interests. Upon such determination, written notice shall be given to each Member. Each Member shall have fourteen (14) days from the date such notice is given to contribute its share of the additional capital to the Company. Each Member shall receive a credit to its Capital Account in the amount of any additional capital which it contributes to the Company. If a Member does not timely contribute capital when required, Section 3.9 shall apply.

3.9. If a Member does not timely contribute capital when required, the other Members, in proportion to their Percentage Interest, may contribute funds to the Company to cover the amounts which were not contributed. Thereafter, the Percentage Interests shall be adjusted, in which event each Member's Percentage Interest shall be a fraction, the numerator of which represents the aggregate amount of such Member's Capital Contributions and the denominator of which represents the sum of all Members' Capital Contributions.

ARTICLE IV: ALLOCATIONS AND DISTRIBUTIONS

4.1. The Profits and Losses of the Company and all items of Company income, gain, loss, deduction, or credit shall be allocated, for Company book purposes and for tax purposes, to a Member in accordance with the Member's Percentage Interest.

4.2. If any Member receives any adjustment, allocation, or distribution described in Reg sections 1.704-1(b)(2)(ii)(d)(4)-(6), items of Company gross income and gain shall be specially allocated to that Member in an amount and manner sufficient to eliminate any deficit balance in the Member's Capital Account created by such adjustment, allocation, or distribution. Any special allocation under this Section 4.2 shall be taken into account in computing subsequent allocations of Profits and Losses so that the net amount of allocations of income and loss and all other items shall, to the extent possible, be equal to the net amount that would have been allocated if the adjustment, allocation, or distribution had not occurred. The provisions of this Section 4.2 and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Reg sections 1.704-1(b) and 1.704-2 and shall be interpreted and applied in a manner consistent with such Regulations.

4.3. Any unrealized appreciation or unrealized depreciation in the values of Company property distributed in kind to all the Members shall be deemed to be Profits or Losses realized by

the Company immediately prior to the distribution of the property and such Profits or Losses shall be allocated to the Members' Capital Accounts in the same proportions as Profits are allocated under Section 4.1. Any property so distributed shall be treated as a distribution to the Members to the extent of the Fair Market Value of the property less the amount of any liability secured by and related to the property. Nothing contained in this Agreement is intended to treat or cause such distributions to be treated as sales for value. For the purposes of this Section 4.3, "unrealized appreciation" or "unrealized depreciation" shall mean the difference between the Fair Market Value of such property and the Company's basis for such property.

4.4. In the case of a Transfer of an Economic Interest during any fiscal year, the Assigning Member and Assignee shall each be allocated the Economic Interest's share of Profits or Losses based on the number of days each held the Economic Interest during that fiscal year.

4.5. All cash resulting from the normal business operations of the Company and from a Capital Event shall be distributed among the Members in proportion to their Percentage Interests at such times as a Majority of Members may agree.

4.6. If the proceeds from a sale or other disposition of a Company asset consist of property other than cash, the value of such property shall be as determined by a Majority of Members. Such non-cash proceeds shall then be allocated among all the Members in proportion to their Percentage Interests. If such non-cash proceeds are subsequently reduced to cash, such cash shall be distributed to each Member in accordance with Section 4.5.

4.7. Notwithstanding any other provisions of this Agreement to the contrary, when there is a distribution in liquidation of the Company, or when any Member's interest is liquidated, all items of income and loss first shall be allocated to the Members' Capital Accounts under this Article IV, and other credits and deductions to the Members' Capital Accounts shall be made before the final distribution is made. The final distribution to the Members shall be made to the Members to the extent of and in proportion to their positive Capital Account balances.

ARTICLE V: MANAGEMENT

5.1. The business of the Company shall be managed by all the Members. A Member shall be a manager only during the time the Member is a Member of the Company. Unless otherwise provided in this Agreement, all decisions concerning the management of the Company's business shall be made by the Vote of a Majority of Members.

5.2. The Members are not required to hold meetings, and decisions may be reached through one or more informal consultations followed by agreement among a Majority of Members, provided that all Members are consulted (although all Members need not be present during a particular consultation), or by a written consent signed by a Majority of Members. In the event that Members wish to hold a formal meeting (a "Meeting") for any reason, the following procedures shall apply:

(a) Any two Members may call a Meeting of the Members by giving Notice of the time and place of the Meeting at least 48 hours prior to the time of the holding of the Meeting. The Notice need not specify the purpose of the Meeting, or the location if the Meeting is to be held at the principal executive office of the Company.

(b) A majority of Members shall constitute a quorum for the transaction of business at any Meeting of the Members.

(c) The transactions of the Members at any Meeting, however called or noticed, or wherever held, shall be as valid as though transacted at a Meeting duly held after call and notice if a quorum is present and if, either before or after the Meeting, each Member not present signs a written waiver of Notice, a consent to the holding of the Meeting, or an approval of the minutes of the Meeting.

(d) Any action required or permitted to be taken by the Members under this Agreement may be taken without a Meeting if a Majority of the Members individually or collectively consent in writing to such action.

(e) Members may participate in the Meeting through the use of a conference telephone or similar communications equipment, provided that all Members participating in the Meeting can hear one another.

(f) The Members shall keep or cause to be kept with the books and records of the Company full and accurate minutes of all Meetings, Notices, and waivers of Notices of Meetings, and all written consents in lieu of Meetings.

5.3. Except as may be provided in separate agreements between the Company and Members, the Members, as such, and as managers, shall not be entitled to compensation for their services.

5.4. The Company may have a President, who may, but need not be a Member. A Majority of the Members may provide for additional officers of the Company and for their election, and may alter the powers, duties, and compensation of the President and of all other officers. The President, if there is one, shall attend any Meetings of Members called pursuant to Section 5.2(a)-(f).

5.5. All assets of the Company, whether real or personal, shall be held in the name of the Company.

5.6. All funds of the Company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company, at such locations as shall be determined by a Majority of Members. Withdrawal from such accounts shall require the signature of such person or persons as a Majority of Members may designate.

ARTICLE VI: ACCOUNTS AND RECORDS

6.1. Complete books of account of the Company's business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principal executive office and shall be open to inspection and copying by each Member or the Member's authorized representatives on reasonable Notice during normal business hours. The costs of such inspection and copying shall be borne by the Member requesting inspection.

6.2. Financial books and records of the Company shall be kept on the cash method of accounting, which shall be the method of accounting followed by the Company for federal income tax purposes. A balance sheet and income statement of the Company shall be prepared promptly following the close of each fiscal year in a manner appropriate to and adequate for the Company's business and for carrying out the provisions of this Agreement. The fiscal year of the Company shall be January 1 through December 31.

6.3. At all times during the term of existence of the Company, and beyond that term if a Majority of Members deem it necessary, the Members shall keep or cause to be kept the books of account referred to in Section 6.2, and the following:

- (a) A current list of the full name and last known business or residence address of each Member, together with the Capital Contribution and the share in Profits and Losses of each Member;
- (b) A copy of the Articles of Organization, as amended;
- (c) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the six most recent taxable years;
- (d) Executed counterparts of this Agreement, as amended;
- (e) Any powers of attorney under which the Articles of Organization or any amendments thereto were executed;
- (f) Financial statements of the Company for the six most recent fiscal years; and
- (g) The Books and Records of the Company as they relate to the Company's internal affairs for the current and past four fiscal years.

If a Majority of Members deem that any of the foregoing items shall be kept beyond the term of existence of the Company, the repository of said items shall be as designated by a Majority of Members.

6.4. Within 90 days after the end of each taxable year of the Company the Company shall send to each of the Members all information necessary for the Members to complete their federal and

state income tax or information returns, and a copy of the Company's federal, state, and local income tax or information returns for such year.

ARTICLE VII: MEMBERS AND VOTING

7.1. There shall be only one class of membership and no Member shall have any rights or preferences in addition to or different from those possessed by any other Member. Each Member shall Vote in proportion to the Member's Percentage Interest as of the governing record date, determined in accordance with Section 7.2. Any action that may or that must be taken by the Members shall be by a Majority of Members, except that the following actions shall all require the unanimous Vote of the Members:

- (a) the transfer of a Membership Interest and the admission of the Assignee as a Member of the Company;
- (b) any amendment of the Articles of Organization or this Agreement; or
- (c) compromise of the obligation of a Member to make a Capital Contribution.

7.2. The record date for determining the Members entitled to Notice of any Meeting, to vote, to receive any distribution, or to exercise any right in respect of any other lawful action, shall be the date set by a Majority of Members, provided that such record date shall not be more than 60, nor less than 10 days prior to the date of the Meeting, nor more than 60 days prior to any other action.

In the absence of any action setting a record date the record date shall be determined in accordance with California Corporations Code section 17104(k).

7.3. At all Meetings of Members, a Member may Vote in person or by Proxy. Such proxy shall be filed with any Member before or at the time of the Meeting, and may be filed by facsimile transmission to a Member at the principal executive office of the Company or such other address as may be given by a Majority of Members to the Members for such purposes.

ARTICLE VIII: TRANSFERS OF MEMBERSHIP INTERESTS

8.1. A Member may withdraw from the Company at any time by giving Notice of Withdrawal to all other Members at least 180 calendar days before the effective date of withdrawal. Withdrawal shall not release a Member from any obligations and liabilities under this Agreement accrued or incurred before the effective date of withdrawal. A withdrawing Member shall divest the Member's entire Membership Interest before the effective date of withdrawal in accordance with the transfer restrictions and option rights set forth below.

8.2. Except as expressly provided in this Agreement, a Member shall not Transfer any part of the Member's Membership Interest in the Company, whether now owned or hereafter acquired, unless (1) the other Members unanimously approve the transferee's admission to the Company as a Member upon such Transfer and (2) the Membership Interest to be transferred, when added to the total of all other Membership Interests transferred in the preceding 12 months, will not cause the termination of the Company under the Code. No Member may Encumber or permit or suffer any Encumbrance of all or any part of the Member's Membership Interest in the Company unless such Encumbrance has been approved in writing by all the other Members. Any Transfer or Encumbrance of a Membership Interest without such approval shall be void. Notwithstanding any other provision of this Agreement to the contrary, a Member who is a natural person may transfer all or any portion of his or her Membership Interest to any revocable trust created for the benefit of the Member, or any combination between or among the Member, the Member's spouse, and the Member's issue; provided that the Member retains a beneficial interest in the trust and all of the Voting Interest included in such Membership Interest. A transfer of a Member's entire beneficial interest in such trust or failure to retain such Voting Interest shall be deemed a Transfer of a Membership Interest.

The transfer by the owner of a controlling equity interest in a Member which is a corporation, partnership, limited liability company or other entity other than to a revocable trust, as described above, shall be deemed a Transfer of a Membership Interest.

8.3. On the happening of any of the following events ("Triggering Events") with respect to a Member, the Company and the other Members shall have the option to purchase all or any portion of the Membership Interest in the Company of such Member ("Selling Member") at the price and on the terms provided in Section 8.7 of this Agreement:

- (a) the death or incapacity of a Member;
- (b) the bankruptcy of a Member;
- (c) the winding up and dissolution of a Member, or merger or other reorganization of a Member as a result of which the Member does not survive as an entity;
- (d) the withdrawal of a Member; or
- (e) except for the events stated in Section 8.4, the occurrence of any other event that is, or that would cause, a Transfer in contravention of this Agreement.

Each Member agrees to promptly give Notice of a Triggering Event to all other Members.

8.4. Notwithstanding any other provisions of this Agreement:

- (a) If, in connection with the divorce or dissolution of the marriage of a Member, any court issues a decree or order that transfers, confirms, or awards a Membership Interest, or any

portion thereof, to that Member's spouse (an Award), then, notwithstanding that such transfer would constitute an unpermitted Transfer under this Agreement, that Member shall have the right to purchase from his or her former spouse the Membership Interest, or portion thereof, that was so transferred, and such former spouse shall sell the Membership Interest or portion thereof to that Member at the price set forth in Section 8.7 of this Agreement. If the Member has failed to consummate the purchase within 180 days after the Award (the Expiration Date), the Company and the other Members shall have the option to purchase from the former spouse the Membership Interest or portion thereof pursuant to Section 8.5 of this Agreement; provided that the option period shall commence on the later of (1) the day following the Expiration Date, or (2) the date of actual notice of the Award.

(b) If, by reason of the death of a spouse of a Member, any portion of a Membership Interest is transferred to a Transferee other than (1) that Member or (2) a trust created for the benefit of that Member (or for the benefit of that Member and any combination between or among the Member, the Member's spouse and the Member's issue) in which the Member is the sole Trustee and the Member, as Trustee or individually possesses all of the Voting Interest included in that Membership Interest, then the Member shall have the right to purchase the Membership Interest or portion thereof from the estate or other successor of his or her deceased spouse or Transferee of such deceased spouse, and the estate, successor, or Transferee shall sell the Membership Interest or portion thereof at the price set forth in Section 8.7 of this Agreement. If the Member has failed to consummate the purchase within 180 days after the date of death (the "Expiration Date"), the Company and the other Members shall have the option to purchase from the estate or other successor of the deceased spouse the Membership Interest or portion thereof pursuant to Section 8.5 of this Agreement; provided that the option period shall commence on the later of (1) the day following the Expiration Date, or (2) the date of actual notice of the death.

8.5. On the receipt of Notice by the other Members as contemplated by Section 8.1, and on receipt of actual notice of any Triggering Event (the date of such receipt is hereinafter referred to as the "Option Date"), the Company shall promptly give notice of the occurrence of such a Triggering Event to each member, and the Company shall have the option, for a period ending 30 calendar days following the determination of the purchase price as provided in Section 8.7, to purchase the Membership Interest in the Company to which the option relates, at the price and on the terms provided in Section 8.7, and the other Members, pro rata in accordance with their prior Membership Interests in the Company, shall then have the option, for a period of 30 days thereafter, to purchase the Membership Interest in the Company not purchased by the Company, on the same terms and conditions as apply to the Company. If all other Members do not elect to purchase the entire remaining Membership Interest in the Company, then the Members electing to purchase shall have the right, pro rata in accordance with their prior Membership Interest in the Company, to purchase the additional Membership Interest in the Company available for purchase. The transferee of the Membership Interest in the Company that is not purchased shall hold such Membership Interest in the Company subject to all of the provisions of this Agreement.

8.6. No Member shall participate in any Vote or decision in any matter pertaining to the disposition of that Member's Membership Interest in the Company under this Agreement.

8.7. The purchase price of the Membership Interest that is the subject of an option under this Agreement shall be the Fair Market Value of such Membership Interest as determined under this Section 8.7. Each of the selling and purchasing parties shall use his, her, or its best efforts to mutually agree on the Fair Market Value. If the parties are unable to so agree within 30 days of the date on which the option is first exercisable (the "Option Date"), the selling party shall appoint, within 40 days of the Option Date, one appraiser, and the purchasing party shall appoint within 40 days of the Option Date, one appraiser. The two appraisers shall within a period of five additional days, agree on and appoint an additional appraiser. The three appraisers shall, within 60 days after the appointment of the third appraiser, determine the Fair Market Value of the Membership Interest in writing and submit their report to all the parties. The Fair Market Value shall be determined by disregarding the appraiser's valuation that diverges the greatest from each of the other two appraisers' valuations, and the arithmetic mean of the remaining two appraisers' valuations shall be the Fair Market Value. Each purchasing party shall pay for the services of the appraiser selected by it, plus one-half of the fee charged by the third appraiser. The option purchase price as so determined shall be payable in cash or upon terms as set forth in Section 8.11 at the election of the purchasing party.

8.8. Except as expressly permitted under Section 8.2, a prospective transferee (other than an existing Member) of a Membership Interest may be admitted as a Member with respect to such Membership Interest ("Substituted Member") only (1) on the unanimous Vote of the other Members in favor of the prospective transferee's admission as a Member, and (2) on such prospective transferee's executing a counterpart of this Agreement as a party hereto. Any prospective transferee of a Membership Interest shall be deemed an Assignee, and, therefore, the owner of only an Economic Interest until such prospective transferee has been admitted as a Substituted Member.

8.9. Any person admitted to the Company as a Substituted Member shall be subject to all provisions of this Agreement.

8.10. The initial sale of Membership Interests in the Company to the initial Members has not been qualified or registered under the securities laws of any state, or registered under the Securities Act of 1933, as amended, in reliance upon exemptions from the registration provisions of those laws. No attempt has been made to qualify the offering and sale of Membership Interests to Members under the California Corporate Securities Law of 1968, as amended, also in reliance upon an exemption from the requirement that a permit for issuance of securities be procured. Notwithstanding any other provision of this Agreement, Membership Interests may not be Transferred or Encumbered unless registered or qualified under applicable state and federal securities law or unless, in the opinion of legal counsel satisfactory to the Company, such qualification or registration is not required. The Member who desires to transfer a Membership Interest shall be responsible for all legal fees incurred in connection with said opinion.

8.11. The purchase price shall be paid by the Company or the Remaining Members, as the case may be, by either of the following methods, each of which may be selected separately by the Company or the Remaining Members:

- (a) The Company or the Remaining Members shall at the closing pay in cash the

total purchase price; or

(b) The Company or the Remaining Members shall pay at the closing one-fifth (1/5) of the purchase price and the balance of the purchase price shall be paid in four equal annual principal installments, plus accrued interest, and be payable each year on the anniversary date of the closing. The unpaid principal balance shall accrue interest at the prime rate published by WELLS FARGO BANK for the month in which the initial payment is made, but the Company and the Remaining Members shall have the right to prepay in full or in part at any time without penalty. The obligation of each purchasing Remaining Member, and the Company, as applicable, to pay its portion of the balance due shall be evidenced by a separate promissory note executed by the respective purchasing Remaining Member or the Company, as applicable. Each such promissory note shall be in an original principal amount equal to the portion owed by the respective purchasing Member or the Company, as applicable. The promissory note executed by each purchasing Remaining Member shall be secured by a pledge of that portion of the selling Member's Interest purchased by such purchasing Member.

ARTICLE IX: DISSOLUTION AND WINDING UP

9.1. The Company shall be dissolved on the first to occur of the following events:

- (a) The written agreement of a Majority of Members to dissolve the Company.
- (b) The sale or other disposition of substantially all of the Company assets.
- (c) Entry of a decree of judicial dissolution pursuant to California Corporations Code section 27351.
- (d) December 31, 2030.

9.2. On the dissolution of the Company, the Company shall engage in no further business other than that necessary to wind up the business and affairs of the Company. The Members who have not wrongfully dissolved the Company shall wind up the affairs of the Company. The Persons winding up the affairs of the Company shall give written Notice of the commencement of winding up by mail to all known creditors and claimants against the Company whose addresses appear in the records of the Company. After paying or adequately providing for the payment of all known debts of the Company (except debts owing to Members) the remaining assets of the Company shall be distributed or applied in the following order of priority:

- (a) To pay the expenses of liquidation.
- (b) To repay outstanding loans to Members. If there are insufficient funds to pay such loans in full, each Member shall be repaid in the ratio that the Member's respective loan, together with interest accrued and unpaid thereon, bears to the total of all such loans from Members,

including all interest accrued and unpaid on those loans. Such repayment shall first be credited to unpaid principal and the remainder shall be credited to accrued and unpaid interest.

(c) Among the Members in accordance with the provisions of Article IV, Section 4.7.

9.3. Each Member shall look solely to the assets of the Company for the return of the Member's investment, and if the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the investment of any Member, such Member shall have no recourse against any other Members for indemnification, contribution, or reimbursement.

ARTICLE X: ARBITRATION

10.1. Any action to enforce or interpret this Agreement or to resolve disputes between the Members or by or against any Member shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive dispute resolution process in the State of California, but arbitration shall be a nonexclusive process elsewhere. Any party may commence arbitration by sending a written demand for arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by arbitration. Arbitration shall be conducted at Los Angeles, California. The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute. The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of reasonable attorney fees, costs, and expenses incurred in connection with the arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE XI: GENERAL PROVISIONS

11.1. This Agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this Agreement, and it shall not be modified or amended in any respect except by a written instrument executed by all the parties. This Agreement replaces and supersedes all prior written and oral agreements by and among the Members or any of them.

11.2. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.3. This Agreement shall be construed and enforced in accordance with the internal laws of the State of California. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision

shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

11.4. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

11.5. Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning of this Agreement may require.

11.6. The parties to this Agreement shall promptly execute and deliver any and all additional documents, instruments, notices, and other assurances, and shall do any and all other acts and things, reasonably necessary in connection with the performance of their respective obligations under this Agreement and to carry out the intent of the parties.

11.7. Except as provided in this Agreement, no provision of this Agreement shall be construed to limit in any manner the Members in the carrying on of their own respective businesses or activities.

11.8. Except as provided in this Agreement, no provision of this Agreement shall be construed to constitute a Member, in the Member's capacity as such, the agent of any other Member.

11.9. Each Member represents and warrants to the other Members that the Member has the capacity and authority to enter into this Agreement.

11.10. The article, section, and paragraph titles and headings contained in this Agreement are inserted as a matter of convenience and for ease of reference only and shall be disregarded for all other purposes, including the construction or enforcement of this Agreement or any of its provisions.

11.11. This Agreement may be altered, amended, or repealed only by a writing signed by all of the Members.

11.12. Time is of the essence of every provision of this Agreement that specifies a time for performance.

11.13. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement.

11.14. The Members intend the Company to be a limited liability company under the Act. No member shall take any action inconsistent with the express intent of the parties to this agreement.

11.15. The Company has initially selected ASTOR & PHILLIPS ("Company Counsel") as

legal counsel to the Company. As Counsel for the Company, each Member acknowledges that Company Counsel does not represent any individual Member in the absence of an agreement to such effect between that Member and Company Counsel and that in the absence of any such agreement, Company Counsel shall owe no direct duty to a Member. Notwithstanding the foregoing, each Member consents to Company Counsel's representation of another Member either previously and/or in conjunction with formation of a Member entity or on matters unrelated to the Company. Each Member confirms that it has been advised and afforded the opportunity to retain separate counsel to represents its interests in connection with the formation and addition of new members to the Company.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement on the day and year first above written.

EXHIBIT "A"

April 6, 2005

	<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
1.	Jeff McManus 524 N. Mansfield Ave. Los Angeles, CA 90036	\$ 225,000	50.00%
2.	Joy McManus 524 N. Mansfield Ave. Los Angeles, CA 90036	\$ 225,000	50.00%

**EXECUTION OF OPERATING AGREEMENT
BY COUNTERPART SIGNATURES**


I(We) hereby execute the revised Operating Agreement of Sycamore Wood, LLC, A California Limited Liability Company, dated as of April 15, 2005, which can be associated with the signatures of others in counterparts and taken as one original.

THE MEMBERSHIP CERTIFICATE SHALL REFLECT OWNERSHIP, AS FOLLOWS:

Please Check One:

- ☐ Corporation incorporated or qualified to do business in the State of California.
- ☐ Limited Liability Company formed under the laws of the State of California.
- ☒ Individual Ownership.
- ☐ Joint Tenants w/Right of Survivorship.
Name of Co-Owner/Spouse: _____
- ☐ Community Property.
Name of Spouse: _____
- ☐ Revocable Trust where Member is Trustor and Trustee(s).
Name of Trust: _____

[Tax Identification or
Social Security Number]


JEFF MCMANUS

Address: 524 N. Mansfield Ave.
Los Angeles, CA 90036

**EXECUTION OF OPERATING AGREEMENT
BY COUNTERPART SIGNATURES**

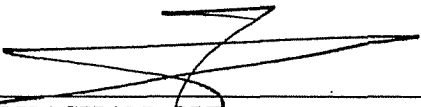
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- ☐ Limited Liability Company formed under the laws of the State of California.
- ☒ Individual Ownership.
- ☐ Joint Tenants w/Right of Survivorship.
Name of Co-Owner/Spouse: _____
- ☐ Community Property.
Name of Spouse: _____
- ☐ Revocable Trust where Member is Trustor and Trustee(s).
Name of Trust: _____

[Tax Identification or
Social Security Number]



ALEX KASHANPOUR

Address: 17939 Chatsworth Street #268
Granada Hills, CA 91344

**EXECUTION OF OPERATING AGREEMENT
BY COUNTERPART SIGNATURES**

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- ☐ Community Property.
Name of Spouse: _____
- ☐ Revocable Trust where Member is Trustor and Trustee(s).
Name of Trust: _____

507-96-7233
[Tax Identification or
Social Security Number]


CLARENCE MAJOR

Address: 701 Atkins Drive
Glendale, CA 91204

Sycamore Wood LLC
542 N. Mansfield Ave.
LA, CA 90036

November 28, 2005

To Sycamore Wood LLC Partners:

This letter will serve to formally inform you that Sycamore Wood LLC is wholly owned by three partners whose share is as followed:

Jeff McManus 64.43%

Alex Kashanpour 22.68%

Clarence Major 12.89%

Thank you for your attention to this matter.

Sycamore Wood LLC

DEPARTMENT OF
CITY PLANNING
200 N. SPRING STREET, ROOM 525
LOS ANGELES, CA 90012-4801

CITY PLANNING COMMISSION

JANE ELLISON USHER
PRESIDENT
ANDRES F. IRLANDO
VICE-PRESIDENT
DIEGO CARDOSO
REGINA M. FREER
ROBIN R. HUGHES
SABRINA KAY
FR. SPENCER T. KEZIOS
WILLIAM ROSCHEN
MICHAEL K. WOO

GABRIELE WILLIAMS
COMMISSION EXECUTIVE ASSISTANT
(213) 978-1300

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

EXECUTIVE OFFICES

MARK WINOGROND
INTERIM DIRECTOR
(213) 978-1271

GORDON B. HAMILTON
DEPUTY DIRECTOR
(213) 978-1272

ROBERT H. SUTTON
DEPUTY DIRECTOR
(213) 978-1274

FAX: (213) 978-1275

INFORMATION
(213) 978-1270
www.lacity.org/PLN

Decision Date: January 31, 2006

Appeal End Date: February 10, 2006

Alex Kashanpour (A)
17939 Chatsworth Street, #268
Granada Hills, CA 91344

Sande Engineering (R)
P.O. Box 251388
Glendale, CA 91225

Jeff & Joy McManus (O)
542 N. Mansfield Avenue
Los Angeles, CA 90036

RE: Tentative Tract No.: 63641
Related Case: ZA-2005-5204-YV
Council District: 4
Community Plan: Hollywood
Existing Zone: RD1-5
MND No: ENV-2005-5144-MND
Fish and Game: Exempt

In accordance with provisions of Section 17.03 of the Los Angeles Municipal Code, the Advisory Agency approved Tentative Tract No. 63641 composed of 1-lot, located at 1325-29 N. Sycamore Avenue for a maximum 10-unit residential condominium as shown on map stamp-dated August 2, 2005 in the Hollywood Community Plan. This unit density is based on the RD1.5-1XL Zone. (The subdivider is hereby advised that the Municipal Code may not permit this maximum approved density. Therefore, verification should be obtained from the Department of Building and Safety which will legally interpret the Zoning code as it applies to this particular property.) For an appointment with the Advisory Agency or a City Planner call (213) 978-1330. The Advisory Agency's approval is subject to the following conditions:

NOTE on clearing conditions: When two or more **agencies** must clear a condition, subdivider should follow the sequence indicated in the condition. For the benefit of the applicant, subdivider shall maintain record of all conditions cleared, including all material supporting clearances and be prepared to present copies of the clearances to each reviewing agency as may be required by its staff at the time of its review.

DEPARTMENT OF BUILDING AND SAFETY, ZONING DIVISION

1. That prior to recordation of the final map, the Department of Building and Safety, Zoning Division shall certify that no Building or Zoning Code violations exist on the subject site. In addition, the following items shall be satisfied:
 - a. Obtain permits for the demolition or removal of all existing structures on the site. Accessory structures and uses are not permitted to remain on lots without a main structure or use. Provide copies of the demolition permits and signed inspection cards to show completion of the demolition work.

Notes: Any proposed structures on the site have not been checked for Building or Zoning Code requirements. Plan check may be required before any construction, occupancy or change of use.

An appointment is required for the issuance of a clearance letter from the Department of Building and Safety. The applicant is asked to contact John Pourhassan at (213) 482-6880 to schedule an appointment.

DEPARTMENT OF TRANSPORTATION

2. That prior to the recordation of the final map, a suitable arrangement shall be made satisfactory to the Department of Transportation, binding the subdivider and all successors to the following:
 - a. A minimum of 20-foot reservoir space be provided between any security gate(s) and the property line.
 - b. Parking stalls shall be designed so that a vehicle is not required to back into or out of any public street or sidewalk.
 - c. A parking area and driveway plan be submitted to the Citywide Planning Coordination Section of the Department of Transportation for approval prior to submittal of building permit plans for plan check by the Department of Building and Safety. Transportation approvals are conducted at 201 N. Figueroa Street Suite 400, Station 3.

FIRE DEPARTMENT

3. That prior to the recordation of the final map, a suitable arrangement shall be made satisfactory to the Fire Department, binding the subdivider and all successors to the following:
 - a. Submittal of plot plans for Fire Department review and approval prior to recordation of Tract Map Action.

- b. Access for Fire Department apparatus and personnel to and into all structures shall be required.

DEPARTMENT OF WATER AND POWER

4. Satisfactory arrangements shall be made with the Los Angeles Department of Water and Power (LADWP) for compliance with LADWP's Water System Rules and requirements. Upon compliance with these conditions and requirements, LADWP's Water Services Organization will forward the necessary clearances to the Bureau of Engineering. (This condition shall be deemed cleared at the time the City Engineer clears Condition No. S-1.(c).)

BUREAU OF STREET LIGHTING

5. Street light improvements shall be made to the satisfaction of the Bureau of Street Lighting and/or the following street lighting improvements shall be required. (This condition shall be deemed cleared at the time the City Engineer clears Condition S-3. (c).)

BUREAU OF SANITATION

6. Satisfactory arrangements shall be made with the Bureau of Sanitation, Wastewater Collection Systems Division for compliance with its sewer system review and requirements. Upon compliance with its conditions and requirements, the Bureau of Sanitation, Wastewater Collection Systems Division will forward the necessary clearances to the Bureau of Engineering. (This condition shall be deemed cleared at the time the City Engineer clears Condition No. S-1. (d).)

INFORMATION TECHNOLOGY AGENCY

7. That satisfactory arrangements be made in accordance with the requirements of the Information Technology Agency to assure that cable television facilities will be installed in the same manner as other required improvements. Refer to the Los Angeles Municipal Code Section 17.05N. Written evidence of such arrangements must be submitted to the Information Technology Agency, 120 S. San Pedro Street, Room 600, Los Angeles, CA 90012, (213) 485-7969.

DEPARTMENT OF RECREATION AND PARKS

8. That the Quimby fee be based on the RD1.5 Zone.

STREET TREE DIVISION AND THE DEPARTMENT OF CITY PLANNING

9. Removal and/or replacement of all trees in the public right-of-way shall require approval of the Board of Public Works. Contact: Street Tree Division at:

213-485-5675. Tree replacement shall be to the satisfaction of the Street Tree Division of the Bureau of Street Services.

DEPARTMENT OF CITY PLANNING-SITE SPECIFIC CONDITIONS

10. Prior to the recordation of the final map, the subdivider shall prepare and execute a Covenant and Agreement (Planning Department General Form CP-6770) in a manner satisfactory to the Planning Department, binding the subdivider and all successors to the following:

- a. Limit the proposed development to a maximum of 10 dwelling units.
- b. Provide a minimum of 2 covered off-street parking spaces per dwelling unit, plus 1/4 guest parking spaces per dwelling. All guest spaces shall be readily accessible, conveniently located, specifically reserved for guest parking, posted and maintained satisfactory to the Department of Building and Safety.

If guest parking spaces are gated, a voice response system shall be installed at the gate. Directions to guest parking spaces shall be clearly posted. Tandem parking spaces shall not be used for guest parking.

In addition, prior to issuance of a building permit, a parking plan showing off-street parking spaces, as required by the Advisory Agency, be submitted for review and approval by the Department of City Planning (200 No. Spring Street, Room 750).

- c. **Note to City Zoning Engineer and Plan Check.** The Advisory Agency has approved the following variations from the Los Angeles Municipal Code as it applies to this subdivision and the proposed development on the site.

See ZA 2005-5204-YV for building height.

- d. That prior to issuance of a certificate of occupancy, a minimum 6-foot-high slumpstone or decorative masonry wall shall be constructed adjacent to neighboring residences, if no such wall already exists, except in required front yard.
- e. The applicant shall install an air filtration system(s) to reduce the effects of diminished air quality on occupants of the project.
- f. That a solar access report shall be submitted to the satisfaction of the Advisory Agency prior to obtaining a grading permit.
- g. That the subdivider consider the use of natural gas and/or solar energy and consult with the Department of Water and Power and Southern California Gas Company regarding feasible energy conservation measures.

- h. Recycling bins shall be provided at appropriate locations to promote recycling of paper, metal, glass, and other recyclable material.
11. That prior to the issuance of the building permit or the recordation of the final map, a copy of the approved Variance ZA 2005-5204-YV shall be submitted to the satisfaction of the Advisory Agency. In the event that ZA 2005-5204-YV is not approved, the subdivider shall submit a tract modification.

DEPARTMENT OF CITY PLANNING-ENVIRONMENTAL MITIGATION MEASURES

12. That prior to recordation of the final map the subdivider shall prepare and execute a Covenant and Agreement (Planning Department General Form CP-6770 and Exhibit CP-6770. M) in a manner satisfactory to the Planning Department requiring the subdivider to identify (a) mitigation monitor(s) who shall provide periodic status reports on the implementation of mitigation items required by Mitigation Condition Nos. 13, 14, and C-4 of the Tract's approval satisfactory to the Advisory Agency. The mitigation monitor(s) shall be identified as to their areas of responsibility, and phase of intervention (pre-construction, construction, postconstruction/maintenance) to ensure continued implementation of the above mentioned mitigation items.
13. Prior to the recordation of the final map, the subdivider will prepare and execute a Covenant and Agreement (Planning Department General Form CP-6770) in a manner satisfactory to the Planning Department, binding the subdivider and all successors to the following:
- MM-1 All open areas not used for buildings, driveways, parking areas, recreational facilities or walks shall be attractively landscaped and maintained in accordance with a landscape plan, including an automatic irrigation plan, prepared by a licensed landscape architect to the satisfaction of the decision maker.
 - MM-2 Outdoor lighting shall be designed and installed with shielding, so that the light source cannot be seen from adjacent residential properties.
 - MM-3 RESIDENTIAL - The applicant shall install air filters capable of achieving a Minimum Efficiency Rating Value (MERV) of at least 8 or better in order to reduce the effects of diminished air quality on the occupants of the project.
 - MM-4 The design and construction of the project shall conform to the Uniform Building Code seismic standards as approved by the Department of Building and Safety.
 - MM-5 Projects involving the import/export of 1,000 cubic yards or more of dirt shall obtain haul route approval by the Department of Building and Safety.

- MM-6 The developer shall install appropriate traffic signs around the site to ensure pedestrian and vehicle safety.
- MM-7 Fences shall be constructed around the site to minimize trespassing, vandalism, short-cut attractions and attractive nuisances.
- MM-8 Prior to the issuance of the demolition permit, the applicant shall provide a letter to the Department of Building and Safety from a qualified asbestos abatement consultant that no ACM are present in the building. If ACM are found to be present, it will need to be abated in compliance with the South Coast Air Quality Management District's Rule 1403 as well as all other state and federal rules and regulations.
- MM-9 Project applicants are required to implement stormwater BMPs to retain or treat the runoff from a storm event producing 3/4 inch of rainfall in a 24 hour period. The design of structural BMPs shall be in accordance with the Development Best Management Practices Handbook Part B Planning Activities. A signed certificate from a California licensed civil engineer or licensed architect that the proposed BMPs meet this numerical threshold standard is required.
- MM-10 Post development peak stormwater runoff discharge rates shall not exceed the estimated pre-development rate for developments where the increase peak stormwater discharge rate will result in increased potential for downstream erosion.
- MM-11 Maximize trees and other vegetation at each site by planting additional vegetation, clustering tree areas, and promoting the use of native and/or drought tolerant plants.
- MM-12 Any connection to the sanitary sewer must have authorization from the Bureau of Sanitation.
- MM-13 Reduce impervious surface area by using permeable pavement materials where appropriate, including: pervious concrete/asphalt; unit pavers, i.e. turf block; and granular materials, i.e. crushed aggregates, cobbles.
- MM-14 Install Roof runoff systems where site is suitable for installation. Runoff from rooftops is relatively clean, can provide groundwater recharge and reduce excess runoff into storm drains.
- MM-15 Design an efficient irrigation system to minimize runoff including: drip irrigation for shrubs to limit excessive spray; shutoff devices to prevent irrigation after significant precipitation; and flow reducers.

- MM-16 The owner(s) of the property will prepare and execute a covenant and agreement (Planning Department General form CP-6770) satisfactory to the Planning Department binding the owners to post construction maintenance on the structural BMPs in accordance with the Standard Urban Stormwater Mitigation Plan and or per manufacturer's instructions.
- MM-17 The following recommendations of the Fire Department relative to fire safety shall be incorporated into the building plans, which includes the submittal of a plot plan for approval by the Fire Department either prior to the recordation of a final map or the approval of a building permit. The plot plan shall include the following minimum design features: fire lanes, where required, shall be a minimum of 20 feet in width; all structures must be within 300 feet of an approved fire hydrant, and entrances to any dwelling unit or guest room shall not be more than 150 feet in distance in horizontal travel from the edge of the roadway of an improved street or approved fire lane.
- MM-18 The applicant shall pay school fees to the Los Angeles Unified School District to offset the impact of additional student enrollment at schools serving the project area.
- MM-19 The project shall comply with the Bureau of Engineering's requirements for street dedications and improvements that will reduce traffic impacts in direct portion to those caused by the proposed project's implementation.
- MM-20 Per Section 17. 12-A of the LA Municipal Code, the applicant shall pay the applicable Quimby fees for the construction of condominiums, or Recreation and Park fees for construction of apartment buildings.
- MM-21 The applicant shall submit a parking and driveway plan to the Bureau of Engineering and the Department of Transportation for approval that shall provide code-required emergency access.
- MM-22 Recycling bins shall be provided at appropriate locations to promote recycling of paper, metal, glass, and other recyclable material.
14. **Construction Mitigation Conditions - Prior to the issuance of a grading or building permit, or the recordation of the final map**, the subdivider shall prepare and execute a Covenant and Agreement (Planning Department General Form CP-6770) in a manner satisfactory to the Planning Department, binding the subdivider and all successors to the following:
- CM-1. That a sign be required on site clearly stating a contact/complaint telephone number that provides contact to a live voice, not a recording or voice mail, during all hours of construction, the construction site address, and the tract map number. **YOU ARE REQUIRED TO POST THE SIGN 7 DAYS BEFORE CONSTRUCTION IS TO BEGIN.**

- Locate the sign in a conspicuous place on the subject site or structure (if developed) so that it can be easily read by the public. The sign must be sturdily attached to a wooden post if it will be free-standing.
- Regardless of who posts the site, it is always the responsibility of the applicant to assure that the notice is firmly attached, legible, and remains in that condition throughout the entire construction period.
- If the case involves more than one street frontage, post a sign on each street frontage involved. If a site exceeds five (5) acres in size, a separate notice of posting will be required for each five (5) acres, or portion thereof. Each sign must be posted in a prominent location.

- CM-2 All unpaved demolition and construction areas shall be wetted at least twice daily during excavation and construction, and temporary dust covers shall be used to reduce dust emissions and meet SCAQMD District Rule 403. Wetting could reduce fugitive dust by as much as 50 percent.
- CM-3 The owner or contractor shall keep the construction area sufficiently dampened to control dust caused by construction and hauling, and at all times provide reasonable control of dust caused by wind.
- CM-4 All loads shall be secured by trimming, watering or other appropriate means to prevent spillage and dust.
- CM-5 All materials transported off-site shall be either sufficiently watered or securely covered to prevent excessive amount of dust.
- CM-6 All clearing, earth moving, or excavation activities shall be discontinued during periods of high winds (i.e., greater than 15 mph), so as to prevent excessive amounts of dust.
- CM-7 General contractors shall maintain and operate construction equipment so as to minimize exhaust emissions.
- CM-8 The project shall comply with the City of Los Angeles Noise Ordinance No. 144,331 and 161,574, and any subsequent ordinances, which prohibit the emission or creation of noise beyond certain levels at adjacent uses unless technically infeasible.
- CM-9 Construction and demolition shall be restricted to the hours of 7:00 am to 6:00 pm Monday through Friday, and 8:00 am to 6:00 pm on Saturday.
- CM-10 Construction and demolition activities shall be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels.

- CM-11 The project contractor shall use power construction equipment with state-of-the-art noise shielding and muffling devices.
- CM-12 The project sponsor must comply with the Noise Insulation Standards of Title 24 of the California Code Regulations, which insure an acceptable interior noise environment.
- CM-13 All waste shall be disposed of properly. Use appropriately labeled recycling bins to recycle construction materials including: solvents, water-based paints, vehicle fluids, broken asphalt and concrete, wood, and vegetation. Non recyclable materials/wastes must be taken to an appropriate landfill. Toxic wastes must be discarded at a licensed regulated disposal site.
- CM-14 Leaks, drips and spills shall be cleaned up immediately to prevent contaminated soil on paved surfaces that can be washed away into the storm drains.
- CM-15 Pavement shall not be hosed down at material spills. Dry cleanup methods shall be used whenever possible.
- CM-16 Dumpsters shall be covered and maintained. Place uncovered dumpsters under a roof or cover with tarps or plastic sheeting.
- CM-17 Where truck traffic is frequent, gravel approaches shall be used to reduce soil compaction and limit the tracking of sediment into streets.
- CM-18 All vehicle/equipment maintenance, repair, and washing shall be conducted away from storm drains. All major repairs shall be conducted off-site. Drip pans or drop clothes shall be used to catch drips and spills.

DEPARTMENT OF CITY PLANNING-STANDARD CONDOMINIUM CONDITIONS

- C-1. That approval of this tract constitutes approval of model home uses, including a sales office and off-street parking. Where the existing zoning is (T) or (Q) for multiple residential use, no construction or use shall be permitted until the final map has recorded or the proper zone has been effectuated. If models are constructed under this tract approval, the following conditions shall apply:
1. Prior to recordation of the final map, the subdivider shall submit a plot plan for approval by the Division of Land Section of the Department of City Planning showing the location of the model dwellings, sales office and off-street parking. The sales office must be within one of the model buildings.
 2. All other conditions applying to Model Dwellings under Section 12.22A, 10 and 11 and Section 17.05 O of the Code shall be fully complied with satisfactory to the Department of Building and Safety.

- C-2. That prior to recordation of the final map, the subdivider shall record an "Agreement for Development of Units for Lease or Sale ("15% Ordinance")" covenant, to benefit the Housing Authority, for certification of the development in accordance with Section 12.39A. Arrangements shall be made with the Department of Building and Safety, Zoning Section - Subdivisions (213.482.0000) to approve the covenant format, prior to recording the covenant.
- C-3. Prior to the recordation of the final map, the subdivider shall pay or guarantee the payment of a park and recreation fee based on the latest fee rate schedule applicable. The amount of said fee to be established by the Advisory Agency in accordance with Section 17.12 of the Los Angeles Municipal Code and to be paid and deposited in the trust accounts of the Park and Recreation Fund.
- C-4. That a landscape plan, prepared by a licensed landscape architect, be submitted to and approved by the Advisory Agency in accordance with CP-6730 prior to obtaining any permit. The landscape plan shall identify tree replacement on a 1:1 basis by a minimum of 24-inch box trees for the unavoidable loss of desirable trees on the site. Failure to comply with this condition as written shall require the filing of a modification to this tract map in order to clear the condition.

In the event the subdivider decides not to request a permit before the recordation of the final map, the following statement shall appear on the plan and be recorded as a covenant and agreement satisfactory to the Advisory Agency guaranteeing that:

- a. The planting and irrigation system shall be completed by the developer/builder prior to the close of escrow of 50 percent of the units of the project or phase.
 - b. Sixty days after landscape and irrigation installation, the landscape professional shall submit to the homeowners/property owners association a Certificate of Substantial Completion (Sec. 12.40 G LAMC.)
 - c. The developer/builder shall maintain the landscaping and irrigation for 60 days after completion of the landscape and irrigation installation.
 - d. The developer/builder shall guarantee all trees and irrigation for a period of six months and all other plants for a period of 60 days after landscape and irrigation installation.
- C-5. In order to expedite the development, the applicant may apply for a building permit for an apartment building. However, prior to issuance of a building permit for apartments, the registered civil engineer, architect or licensed land surveyor shall certify in a letter to the Advisory Agency that all applicable tract conditions affecting the physical design of the building and/or site, have been included into the building plans. Such letter is sufficient to clear this condition. In addition, all of the applicable tract conditions shall be stated in full on the building plans and a copy of the plans shall be reviewed and approved by the Advisory Agency prior to submittal to the Department of Building and Safety for a building permit.

OR

If a building permit for apartments will not be requested, the project civil engineer, architect or licensed land surveyor must certify in a letter to the Advisory Agency that the applicant will not request a permit for apartments and intends to acquire a building permit for a condominium building(s). Such letter is sufficient to clear this condition.

BUREAU OF ENGINEERING - STANDARD CONDITIONS

- S-1. (a) That the sewerage facilities charge be deposited prior to recordation of the final map over all of the tract in conformance with Section 64.11.2 of the Municipal Code.
- (b) That survey boundary monuments be established in the field in a manner satisfactory to the City Engineer and located within the California Coordinate System prior to recordation of the final map. Any alternative measure approved by the City Engineer would require prior submission of complete field notes in support of the boundary survey.
- (c) That satisfactory arrangements be made with both the Water System and the Power System of the Department of Water and Power with respect to water mains, fire hydrants, service connections and public utility easements.
- (d) That any necessary sewer, street, drainage and street lighting easements be dedicated. In the event it is necessary to obtain off-site easements by separate instruments, records of the Bureau of Right-of-Way and Land shall verify that such easements have been obtained. The above requirements do not apply to easements of off-site sewers to be provided by the City.
- (e) That drainage matters be taken care of satisfactory to the City Engineer.
- (f) That satisfactory street, sewer and drainage plans and profiles as required, together with a lot grading plan of the tract and any necessary topography of adjoining areas be submitted to the City Engineer.
- (g) That any required slope easements be dedicated by the final map.
- (h) That each lot in the tract comply with the width and area requirements of the Zoning Ordinance.
- (i) That 1-foot future streets and/or alleys be shown along the outside of incomplete public dedications and across the termini of all dedications abutting unsubdivided property. The 1-foot dedications on the map shall include a restriction against their use of access purposes until such time as they are accepted for public use.

- (j) That any 1-foot future street and/or alley adjoining the tract be dedicated for public use by the tract, or that a suitable resolution of acceptance be transmitted to the City Council with the final map.
 - (k) That no public street grade exceed 15%.
 - (l) That any necessary additional street dedications be provided to comply with the Americans with Disabilities Act (ADA) of 1990.
- S-2. That the following provisions be accomplished in conformity with the improvements constructed herein:
- (a) Survey monuments shall be placed and permanently referenced to the satisfaction of the City Engineer. A set of approved field notes shall be furnished, or such work shall be suitably guaranteed, except where the setting of boundary monuments requires that other procedures be followed.
 - (b) Make satisfactory arrangements with the Department of Traffic with respect to street name, warning, regulatory and guide signs.
 - (c) All grading done on private property outside the tract boundaries in connection with public improvements shall be performed within dedicated slope easements or by grants of satisfactory rights of entry by the affected property owners.
 - (d) All improvements within public streets, private street, alleys and easements shall be constructed under permit in conformity with plans and specifications approved by the Bureau of Engineering.
 - (e) Any required bonded sewer fees shall be paid prior to recordation of the final map.
- S-3. That the following improvements be either constructed prior to recordation of the final map or that the construction be suitably guaranteed:
- (a) Construct on-site sewers to serve the tract as determined by the City Engineer.
 - (b) Construct any necessary drainage facilities.
 - (c) Install street lighting facilities to serve the tract as required by the Bureau of Street Lighting.
 - (d) Plant street trees and remove any existing trees within dedicated streets or proposed dedicated streets as required by the Street Tree Division of the Bureau of Street Maintenance. All street tree planting's shall be brought up to current standards. When the City has previously been paid for tree

planting, the subdivider or contractor shall notify the Street Tree Division ((213) 485-5675) upon completion of construction to expedite tree planting.

- (e) Repair or replace any off-grade or broken curb, gutter and sidewalk satisfactory to the City Engineer.
- (f) Construct access ramps for the handicapped as required by the City Engineer.
- (g) Close any unused driveways satisfactory to the City Engineer.
- (h) Construct any necessary additional street improvements to comply with the Americans with Disabilities Act (ADA) of 1990.
- (i) That the following improvements be either constructed prior to recordation of the final map or that the construction be suitably guaranteed:

NOTES:

The Advisory Agency approval is the maximum number of units permitted under the tract action. However the existing or proposed zoning may not permit this number of units.

Any removal of the existing street trees shall require Board of Public Works approval.

Satisfactory arrangements shall be made with the Los Angeles Department of Water and Power, Power System, to pay for removal, relocation, replacement or adjustment of power facilities due to this development. The subdivider must make arrangements for the underground installation of all new utility lines in conformance with Section 17.05N of the Los Angeles Municipal Code.

The final map must record within 36 months of this approval, unless a time extension is granted before the end of such period.

The Advisory Agency hereby finds that this tract conforms to the California Water Code, as required by the Subdivision Map Act.

No building permit will be issued until the subdivider has secured a certification from the Housing Authority that the development complies with the requirements for low-and moderate-income housing, per Section 12.39-A of the LAMC.

The subdivider should consult the Department of Water and Power to obtain energy saving design features which can be incorporated into the final building plans for the subject development. As part of the Total Energy Management Program of the Department of Water and Power, this no-cost consultation service will be provided to the subdivider upon his request.

FINDINGS OF FACT (CEQA)

The Environmental Staff Advisory Committee issued Mitigated Negative Declaration ENV 2005-5144-MND on September 28, 2005. The Committee found that potential negative impact could occur from the projects's implementation due to:

- existing ambient air pollution levels.
- potential loss of significant trees.
- noise from the site.
- potential seismic activity.
- design of the parking area and access driveway.
- need for landscaping.
- lack of open space.

The Deputy Advisory Agency, certifies that Mitigated Negative Declaration No. ENV 2005-5144-MND reflects the independent judgement of the lead agency and determined that this project would not have a significant effect upon the environment provided the potential impacts identified above are mitigated to a less than significant level through implementation of Condition **Nos. 13, 14, and C-4** of the Tract's approval. Other identified potential impacts not mitigated by these conditions are mandatorily subject to existing City ordinances, (Sewer Ordinance, Grading Ordinance, Flood Plain Management Specific Plan, Xeriscape Ordinance, Stormwater Ordinance, etc.) which are specifically intended to mitigate such potential impacts on all projects.

The Initial Study prepared for the project identifies no potential adverse impacts on fish or wildlife resources as far as earth, air, water, plant life, animal life, and risk of upset are concerned. Furthermore, the project site, as well as the surrounding area is presently developed with structures and does not provide a natural habitat for either fish or wildlife. In light of the above, the project qualifies for the De Minimis Exemption for Fish and Game fees (AB 3158)

In accordance with Section 21081.6 of the Public Resources Code (AB3180), the Deputy Advisory Agency has assured that the above identified mitigation measures will be implemented by requiring reporting and monitoring as specified in Condition No. 12.

Furthermore, the Advisory Agency hereby finds that modification(s) to and/or correction(s) of specific mitigation measures have been required in order to assure appropriate and adequate mitigation of potential environmental impacts of the proposed use of this subdivision.

FINDINGS OF FACT (SUBDIVISION MAP ACT)

In connection with the approval of Tentative Tract No. 63641, the Advisory Agency of the City of Los Angeles, pursuant to Sections 66473.1, 66474.60, .61 and .63 of the State of California Government Code (the Subdivision Map Act), makes the prescribed findings as follows:

- (a) THE PROPOSED MAP WILL BE/IS CONSISTENT WITH APPLICABLE GENERAL AND SPECIFIC PLANS.
- (b) THE DESIGN AND IMPROVEMENT OF THE PROPOSED SUBDIVISION ARE CONSISTENT WITH APPLICABLE GENERAL AND SPECIFIC PLANS.

The adopted Hollywood Community Plan designates the subject property for Low Medium II Residential land use with the corresponding zones of RD2 and RD1.5. The property contains approximately 0.37 net acres (16,180 net square feet) and is presently zoned RD1.5-1XL. The proposed development of ten residential condominium units is allowable under the current adopted zone and the land use designation.

The site is not subject to the Specific Plan for the Management of Flood Hazards (floodways, floodplains, mud prone areas, coastal high-hazard and flood-related erosion hazard areas).

Therefore, as conditioned, the proposed tract map is consistent with the intent and purpose of the applicable General and Specific Plans.

- (c) THE SITE IS PHYSICALLY SUITABLE FOR THE PROPOSED TYPE OF DEVELOPMENT.
- (d) THE SITE IS PHYSICALLY SUITABLE FOR THE PROPOSED DENSITY OF DEVELOPMENT.

The site is one of the underimproved properties in the vicinity. The development of this tract is an infill of an otherwise mix-density residential neighborhood.

The site is level and is not located in a slope stability study area, high erosion hazard area, or a fault-rupture study zone.

- (e) THE DESIGN OF THE SUBDIVISION AND THE PROPOSED IMPROVEMENTS ARE NOT LIKELY TO CAUSE SUBSTANTIAL ENVIRONMENTAL DAMAGE OR SUBSTANTIALLY AND AVOIDABLY INJURE FISH OR WILDLIFE OR THEIR HABITAT.

The Initial Study prepared for the project identifies no potential adverse impact on fish or wildlife resources as far as earth, air, water, plant life, animal life, and risk of upset are concerned.

Furthermore, the project site, as well as the surrounding area is presently developed with structures and does not provide a natural habitat for either fish or wildlife.

In light of the above, the project qualifies for the De Minimis Exemption for Fish and Game fees (AB 3158).

- (f) THE DESIGN OF THE SUBDIVISION AND THE PROPOSED IMPROVEMENTS ARE NOT LIKELY TO CAUSE SERIOUS PUBLIC HEALTH PROBLEMS.

There appear to be no potential public health problems caused by the design or improvement of the proposed subdivision.

The development is required to be connected to the City's sanitary sewer system, where the sewage will be directed to the LA Hyperion Treatment Plant, which is currently being upgraded to meet Statewide ocean discharge standards. The Bureau of Engineering has reported that the proposed subdivision does not violate the existing California Water Code because the subdivision will be connected to the public sewer system and will have only a minor incremental impact on the quality of the effluent from the Hyperion Treatment Plant.

- (g) THE DESIGN OF THE SUBDIVISION AND THE PROPOSED IMPROVEMENTS WILL NOT CONFLICT WITH EASEMENTS ACQUIRED BY THE PUBLIC AT LARGE FOR ACCESS THROUGH OR USE OF PROPERTY WITHIN THE PROPOSED SUBDIVISION.

No such easements are known to exist. Needed public access for roads and utilities will be acquired by the City prior to recordation of the proposed tract.

- (h) THE DESIGN OF THE PROPOSED SUBDIVISION WILL PROVIDE, TO THE EXTENT FEASIBLE, FOR FUTURE PASSIVE OR NATURAL HEATING OR COOLING OPPORTUNITIES IN THE SUBDIVISION. (REF. SECTION 66473.1)

- 1). In assessing the feasibility of passive or natural heating or cooling opportunities in the proposed subdivision design, the applicant has prepared and submitted materials which consider the local climate, contours, configuration of the parcel(s) to be subdivided and other design and improvement requirements.
- 2). Providing for passive or natural heating or cooling opportunities will not result in reducing allowable densities or the percentage of a lot which may be occupied by a building or structure under applicable planning and zoning in effect at the time the tentative map was filed.
- 3). The lot layout of the subdivision has taken into consideration the maximizing of the north/south orientation.
- 4). The topography of the site has been considered in the maximization of passive or natural heating and cooling opportunities.
- 5). In addition, prior to obtaining a building permit, the subdivider shall consider building construction techniques, such as overhanging eaves, location of windows, insulation, exhaust fans; planting of trees for shade purposes and the height of the buildings on the site in relation to adjacent development.

These findings shall apply to both the tentative and final maps for Tract No. 63641.

Mark Winogrand
Advisory Agency


EMILY GABEL-LUDDY
Deputy Advisory Agency

EGL:SP:JV:jh

Note: If you wish to file an appeal, it must be filed within 10 calendar days from the decision date as noted in this letter. For an appeal to be valid to the City Planning Commission, it must be accepted as complete by the City Planning Department and appeal fees paid, prior to expiration of the above 10-day time limit. Such appeal must be submitted on Master Appeal Form No. CP-7769 at the Department's Public Offices, located at:

Figueroa Plaza
201 N. Figueroa St., 4th Floor
Los Angeles, CA 90012
213.482.7077

Marvin Braude San Fernando
Valley Constituent Service Center
6262 Van Nuys Bl., Room 251
Van Nuys, CA 91401
818.374.5050

Forms are also available on-line at www.lacity.org/pln.

The time in which a party may seek judicial review of this determination is governed by California Code of Civil Procedure Section 1094.6. Under that provision, a petitioner may seek judicial review of any decision of the City pursuant to California Code of Civil Procedure Section 1094.5, only if the petition for writ of mandate pursuant to that section is filed no later than the 90th day following the date on which the City's decision becomes final.

If you have any questions, please call Subdivision staff at (213) 978-1330.

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

file

IN LIEU OF NOD

March 3, 2008

TO: Edmond Yew, Civil Engineer
Bureau of Engineering

FROM: Garland Cheng
City Planner

SUBJECT: **NOTICE OF DETERMINATION RELATING TO TENTATIVE TRACT NO. 63641**

The Notice of Determination for Tentative Tract No. 63641 approved on January 31, 2006, appears to have never been filed.

Since the posting of such **Notices** must normally be for 30 days, and the proper time for such posting has long passed, this office has inquired of the City Attorney's Office as to the need to file such **Notice** at this time, as a prerequisite to recording the tract map.

The City Attorney's Office responded that failure to file the **Notice** has the effect of extending the statute of limitations from 30 days to 180 days, on court challenges to the approval of the tract map. Since such failure had automatically extended the statute of limitations to 180 days in this case, it cannot be used as a reason to prevent recordation. Therefore, recordation of this tract map should be allowed to proceed, if all other requirements have been met.

GC:jh

cc: File

CITY OF LOS ANGELES

INTER-DEPARTMENTAL CORRESPONDENCE

DATE: April 28, 2008

TO: Michael S. Y. Young, Deputy Advisory Agency, City Planning Department
200 N. Spring St., 7th Floor, CH, Los Angeles, CA 90012-2601; Stop 395

FROM: *CD Walls for*
Michael A. Shull, Superintendent of Planning and Development
Recreation and Parks Department (213) 928-9132/(213) 928-9162

SUBJECT: RECREATION AND PARK FEE CLEARANCE

The developer of Tentative Tract No. 63641 is obligated to pay a fee of \$51,220 on 10 dwelling unit(s), site address, 1331 North Sycamore, in the RD Zone, in CD 4 as approved by the Advisory Agency letter dated 04/17/08 all in accordance with Section 17.12/Section 12.33 of the Los Angeles Municipal Code.

The developer has met this obligation by:

- ☐ 1. Dedication of _____ acres of land, accepted by the Board of Recreation and Park Commissioners on _____ (Board Report No. ~~##-###~~).
- ☒ 2. Payment of a fee of \$51,220.
- ☐ 3. Certificates of Deposit guaranteeing payment of a fee of \$0.00
- ☐ 4. Payment of a Dwelling Unit Construction Tax of \$0.00 on _____
- ☐ 5. Prior payment to Recreation and Parks of a fee of \$0.00 on _____. This payment has been deducted from the total Section 17.12 fee.
- ☐ 6. Receiving from the Advisory Agency, a recreation area credit of \$0.00 on _____ (Section 17.12 (F) of the Los Angeles Municipal Code).
- ☐ 7. Registering a copy of the Covenant and Agreement associated with this tentative tract or parcel map, or Zone Change attached as Los Angeles County document No. _____.
- ☐ 8. Deferment of Quimby/Zone Change fees of \$0.

CITY CLERK PLEASE NOTE.

- ☐ NOTE: This clearance also applies to City Planning Case (CPC) No. _____

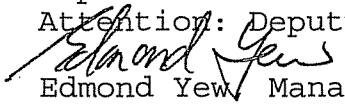
MS:CD/vq

cc: **Land Development Group, BOE, Public Works**, 201 N. Figueroa St. Ste 200, L.A. 90012;
Attn: Michelle Jones, Tel: 213-977-8944; Fax: 213-580-8893
Building & Safety, 201 N. Figueroa St. 9th Floor, L.A. 90012; Attn: Ann Ormiston, Tel: 213-482-6890;
Lourdes Ramiro, Tel: 213-482-6809; Fax: 213-482-6591
City Planning Division of Land, 201 N. Spring St. Rm 750, L.A. 90012; Attn: Garland Cheng/Nelson
Rodriguez, Tel: 213-978-1330; Parcel Maps-Lynn Harper, Tel: 213-978-1349; Fax: 213-978-1343
City Planning: Zone Change, Site Plan/Plan Approvals, Unit 201 N. Spring St. Rm 601, L.A. 90012;
Attn: David Weintraub, Tel: 213-978-1217; Haideh Aghassi, Tel: 213-978-1220; Fax: 213-978-6568
Recreation & Parks: Grants Administration, 1200 W 7th St 7th Floor, L.A. 90017; Attn: Vivien Quintos,
Tel: 213-928-9162; Fax: 213-928-9122; **Planning & Construction**; Attn: Camille Walls, Tel: 213-928-9132;
Fax: 213-928-9180

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

Date: October 12, 2005

To: Mr. Con Howe, Director
Department of City Planning
Attention: Deputy Advisory Agency

From:  Edmond Yew, Manager
Land Development Group
Bureau of Engineering

Subject: Tentative Tract Map No. 63641 - Transmittal of Map.

Transmitted is a print of tentative map of Tract Map No. 63641 lying westerly of Sycamore Avenue and northerly of Fountain Avenue in Council District No. 4.

This map has been filed for a 10-unit new residential condominium purposes. The subdivision layout is satisfactory as submitted.

There is an existing sewer available in Sycamore Avenue adjoining the subdivision. The construction of house connection sewers will be required to serve the tract. This tract will connect to the public sewer system and will not result in violation of the California Water Code. I therefore recommend that you make the necessary determination.

I recommend that the tentative map of Tract No. 63641 be approved, subject to the standard conditions issued by your department.

Any questions regarding this report should be directed to Mr. Georgic Avanesian of the Land Development Section, located at 201 North Figueroa Street, Suite 200, or by calling (213) 977-6335.

EY/GA/gt
H:ldg3\gtWP414

Enc.

cc: Central Group Engineering District Office

Alex Kashanpour
Fax: (818) 366-9398

AUG 02 2005

LOS ANGELES DEPT. of CITY PLANNING
SUBMITTED FOR FILING
☒ TENTATIVE MAP

AUG 02 2005

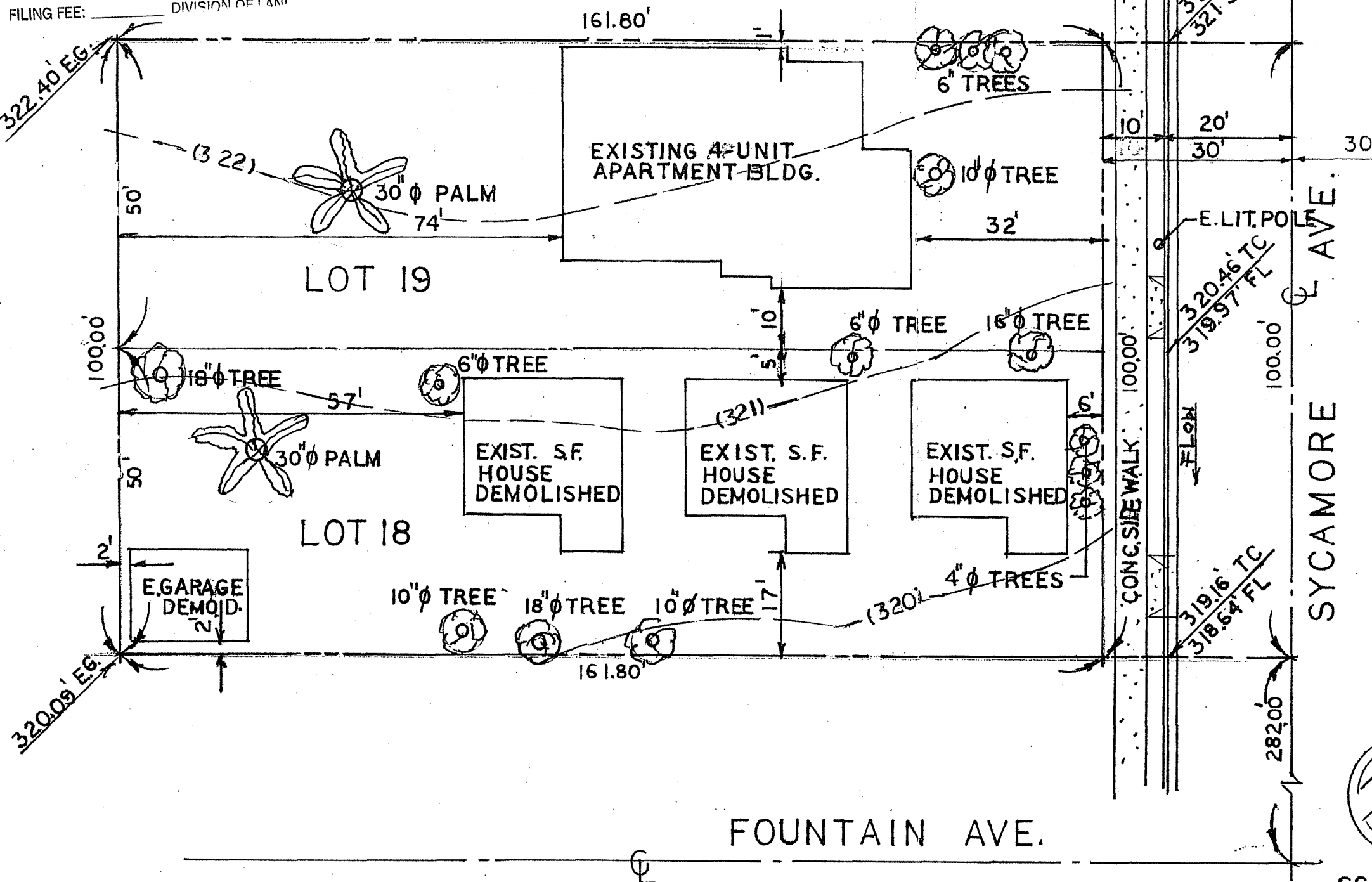
TENTATIVE TRACT NO. 63641

LEGAL DESCRIPTION: LOTS 18 & 19, HOLLYWOOD SQUARE

☐ REVISED MAP ☐ FINAL MAP UNIT
☐ TIME EXTENSION
DEPUTY ADVISORY AGT.
DIVISION OF

FILING FEE: _____

☐ REVISED MAP ☐ FINAL MAP UNIT
☐ TIME EXTENSION
DEPUTY ADVISORY AGENCY
DIVISION OF LAND



SUBDIVIDER
AUD CONSTRUCTION, INC.
C/O ALEX KASHANPOUR
17939 CHATSWORTH ST. # 268
GRANADA HILLS, CA 91344

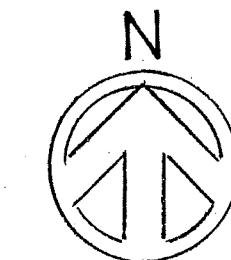
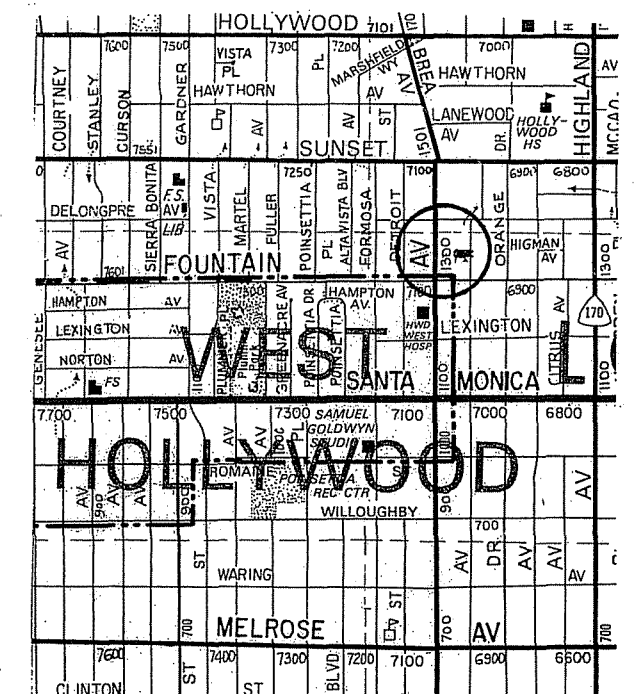
OWNER:
SYCAMORE WOOD LLC
C/O JEFF Mc MANUS
547 N. MANSFIELD
LOS ANGELES, CA 90036

SURVEYOR
SANDE ENGINEERING, INC.
P.O. BOX 251388
GLENDALE, CA 91225

SITE SUMMARY

- 1- SITE ADDRESS: 1329 & 1331 N. SYCAMORE AVE.
- 2- ZONE: RD1.5-1XL
- 3- NET AREA = 16,180. S.F. GROSS AREA = 19,180(.44acre)
- 4- LAND IS LEVEL
- 5- EXISTING USE APARTMENT
- 6- PROPOSED USED 10-UNITS CONDOMINIUM
- 7- STRUCTURAL TO BE REMOVED AT LOT 19 AND ALREADY REMOVED AT LOT 18
- 8- SEWERS ARE AVAILABLE
- 9- TREES TO BE REMOVED
- 10- NO OAK TREES ON SITE
- 11- NO HAZARD AREA

DATE: 7-15-05



SCALE 1"=20'

VICINITY MAP N.T.S.