

Office of the City Engineer

Los Angeles, California

To The Honorable Council

Of the City of Los Angeles

Honorable Members:

SEP 01 2009

C. D. No. 13 ✓

SUBJECT:

Final Map of Tract No. 64628

RECOMMENDATIONS:

Approve the final map of Tract No. 64628 located at 5842 Harold Way lying southerly of Harold Way and easterly of Bronson 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. 64628.
2. Unnumbered file for Tract No. 64628.
3. Subdivision Improvement Agreement and Contract with attached security documents.

DISCUSSION:

The tentative map of Tract No. 64628 was conditionally approved by the Advisory Agency on May 31, 2006 for a maximum 12-units 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 \$72,924.00 less the Dwelling Unit Construction Tax in the amount of \$2,400.00. 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 May 31, 2010.

The subdivider and engineer for this subdivision are:

Subdivider

Engineer

Flamingo, LLC  
Bebert Avi Revah  
Managing Member  
P.O. Box 48348  
Los Angeles, CA 90048

Robert K. Kameoka  
5011 Acacia Street  
San Gabriel, CA 91776

Jerome Buckmelter Association Inc.  
23534 Aetna Street  
Woodland Hills, CA 91367

Report prepared by:

Respectfully submitted,

Land Development Group



Joseph Gnade  
Civil Engineer  
Phone (213)977-8931

Edmond Yew, Manager  
Land Development Group  
Bureau of Engineering

EY/JG/ws  
H:\tract64628

APPROVED FOR THE  
CITY ENGINEER BY  
  
BOND CONTROL

ACCEPTED  
RISK MANAGEMENT  
CITY ADMINISTRATIVE OFFICE  
CAO 080184  
8-13-08

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 **HAROLD PROJECT DEVELOPMENT, 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. 64628**

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 **TWO THOUSAND AND NO/100 Dollars (\$2,000.00)**.

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.

**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.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On 8/14/08 before me, Bahram Eftekhari - Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Eli Arviv & Meir Darby  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~ they executed the same in his/~~her~~ their authorized capacity(ies), and that by his/~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**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: Subdivision Improvement Agreement & Contract

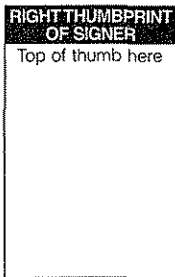
Document Date: 8/14/08 Number of Pages: 4

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

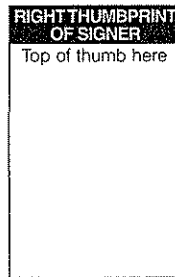
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

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

661121856  
SURETY'S BOND NO.

**CENTRAL**

District/Division Design Office  
Council District No.  
Date Issued: 03/28/2008

CAO-RISK MGMT. NO.

**SUBDIVISION IMPROVEMENT AND WARRANTY PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, **HAROLD PROJECT DEVELOPMENT, LLC**

as PRINCIPAL and Lincoln General Insurance Company a corporation incorporated under the laws of the State of Pennsylvania and authorized by the laws of the State of California to execute bonds and undertakings as sole surety, as SURETY, are held and firmly bound unto the City of Los Angeles, in the JUST and FULL SUM of **TWO THOUSAND AND NO/100 Dollars (\$2,000.00)** lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The CONDITION of the foregoing obligation is such that WHEREAS the PRINCIPAL has entered or is about to enter into the annexed 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 agreement, and is required by the CITY to give this bond in connection with the execution of said agreement as a contract for approval of that certain division of land known as:

**TRACT NO. 64628**

NOW, THEREFORE, if the above bounden PRINCIPAL, his or its heirs, executors, administrators, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said annexed agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CITY, its officers, agents and employes, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect



Continuation Sheet For:

**SUBDIVISION IMPROVEMENT AND WARRANTY PERFORMANCE BOND**

AS PART OF THE OBLIGATION SECURED HEREBY, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered therefor.

THE SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the annexed agreement, or to the work to be performed thereunder, or to the specifications accompanying the work to be performed, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said agreement, or to the work, or to the plans and specifications. The provisions of Section 2945 of the Civil Code are not a condition precedent to the Surety's obligation hereunder, and are hereby waived by the SURETY.

IN WITNESS WHEREOF, this instrument has been duly executed by the above named PRINCIPAL and SURETY on April 15th, 2008.

Principal Signatories

**HAROLD PROJECT DEVELOPMENT, LLC**

ELI ARVIV  
MEIR DERHI

[Signature]

SURETY: Lincoln General Insurance Company

By: [Signature] Carla M. Allen (Attorney-In-Fact)

Surety's Address: 701 B Street, Suite 2100, San Diego, CA. 92101 800.903.5489

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On 5/2/08 before me, Bahram Eftekhari - Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Eli Arviv  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten 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: Subdivision Labor & Material Payment Bond

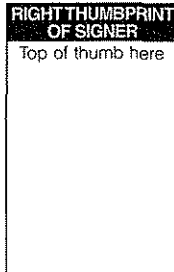
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

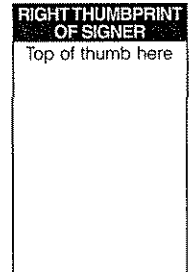
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On JUNE 3RD 2009 before me, David E. McManus

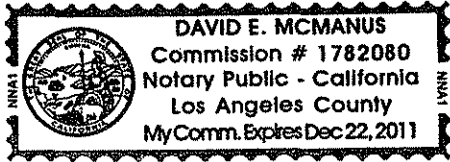
personally appeared NER DERBY

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature David E. McManus  
Signature of Notary Public



Place Notary Seal Above

**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: \_\_\_\_\_

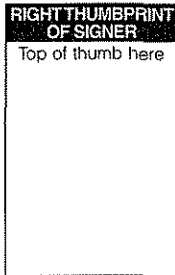
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

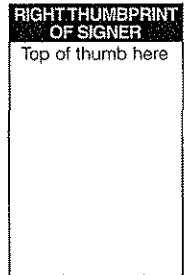
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

**ACKNOWLEDGMENT**

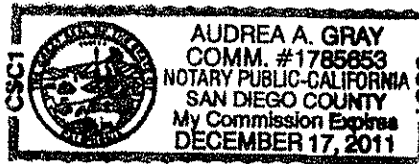
State of California  
County of San Diego } ss.

On 4/15/2008 before me, Audrea A. Gray, Notary Public,  
Notary Public, personally appeared \_\_\_\_\_  
Carla M. Allen

who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that  
he ~~(she)~~ they executed the same in his ~~(her)~~ their authorized capacity(ies), and that by  
his ~~(her)~~ their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Audrea A. Gray  
Signature

(seal)

**OPTIONAL INFORMATION**

Date of Document \_\_\_\_\_

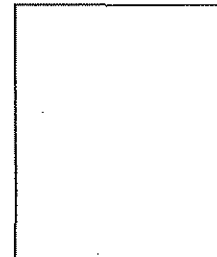
Thumbprint of Signer

Type or Title of Document POA & Bond

Number of Pages in Document \_\_\_\_\_

Document in a Foreign Language \_\_\_\_\_

Type of Satisfactory Evidence:  
 Personally Known with Paper Identification  
 Paper Identification  
 Credible Witness(es)



Capacity of Signer:  
 Trustee  
 Power of Attorney  
 CEO / CFO / COO  
 President / Vice-President / Secretary / Treasurer  
 Other: \_\_\_\_\_

Check here if  
no thumbprint  
or fingerprint  
is available.

Other Information: \_\_\_\_\_

LINCOLN GENERAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS; That Lincoln General Insurance Company, organized and existing by virtue of the Laws of the Commonwealth of Pennsylvania, does hereby nominate, constitute and appoint:

Carla M. Allen

Its true and lawful Attorney(s)-in-Fact to sign, seal and execute for and on its behalf, as surety, bonds, undertakings, and other obligatory instruments of similar nature, and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation, and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

RESOLVED that this Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the Board of Directors of Lincoln General Insurance Company on the 4th day of September, 2002.

RESOLVED that the President, an Executive or Senior Vice President, or any Vice President of the Company, together with the Secretary or any Assistant Secretary are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute sign, seal and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER that the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing or photocopying.

IN WITNESS WHEREOF, Lincoln General Insurance Company has caused its corporate seal to be affixed and these presents to be signed by its duly authorized officers this 15th day of October, 2004.

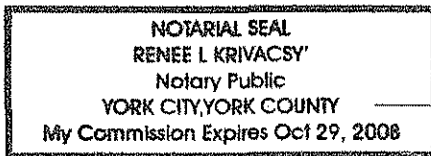
[Signature]
Secretary

[Signature]
President



On this 15th day of October, 2004, before me personally came John T. Clark, to me known, who being duly sworn, did depose and say: that he is the President of the Corporation described in and which executed the above instrument: that he knows the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Company; and that he executed the said instrument by like order and authority and the same was his free act and deed.

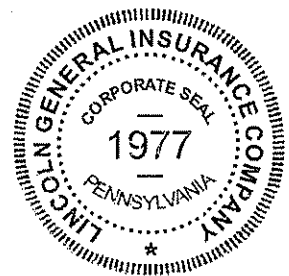
The Commonwealth of Pennsylvania
York County



[Signature]

I, Gary J. Orndorff, Secretary of Lincoln General Insurance Company, a corporation of the Commonwealth of Pennsylvania do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at York, Pennsylvania, this 15th day of April, 2008.



[Signature]
Secretary

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

661121856

SURETY'S BOND NO.

**CENTRAL**

District/Division Design Office  
Council District No.  
Date Issued: 03/28/2008

CAO-RISK MANAGEMENT NO.

**SUBDIVISION LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, **HAROLD PROJECT DEVELOPMENT, LLC**

as PRINCIPAL and Lincoln General Insurance Company a corporation incorporated under the laws of the State of Pennsylvania and authorized by the laws of the State of California to execute bonds and undertakings as sole surety, as SURETY, are held and firmly bound unto the City of Los Angeles, in the JUST and FULL SUM of **ONE THOUSAND AND NO/100 Dollars (\$1,000.00)** lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The CONDITION of the foregoing obligation is such that WHEREAS the PRINCIPAL has entered or is about to enter into a contract 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, for the construction and installation of certain public improvements in accordance with the terms and conditions stipulated in said contract, and WHEREAS, pursuant to said Code, the PRINCIPAL must give this PAYMENT BOND as a condition to the execution of said contract, and for approval by the CITY of that certain division of land known as:

**TRACT NO. 64628**

NOW, THEREFORE, if said PRINCIPAL 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 performance of said contract, or fails to pay amounts due under the Unemployment Insurance Act with respect to such work or labor, then said SURETY will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the CITY in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Continuation Sheet For:  
**SUBDIVISION LABOR AND MATERIAL PAYMENT BOND**

IT IS EXPRESSLY STIPULATED AND AGREED that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns to any suit brought upon this bond.

SHOULD THE CONDITION of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

THE SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder, or to plans and specifications for the work to be performed, shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. The provisions of Section 2845 of the Civil Code are not a condition precedent to the SURETY's obligation hereunder and are hereby waived by the SURETY.

IN WITNESS WHEREOF, this instrument has been duly executed by the above named PRINCIPAL and SURETY on April 15th, 2008.

Principal Signatories

**HAROLD PROJECT DEVELOPMENT, LLC**

Principal Signatories

ELI ARVIN

MEIR DERHL

[Signature]

SURETY: Lincoln General Insurance Company

By: [Signature]

Carla M. Allen (Attorney-in-Fact)

Surety's Address: 701 B Street Suite 2100 San Diego, CA. 92101

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On 5/2/08 before me, Bahram Eftekhari - Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Eli Arviv  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**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: Subdivision Labor & Material Payment Bond

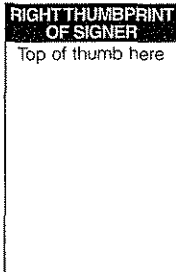
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

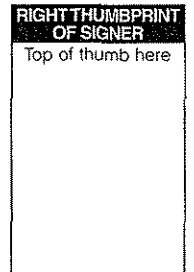
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On JUNE 30<sup>th</sup> 2008 before me, DAVID E. MCMANUS - Notary Public

Here Insert Name and Title of the Officer

personally appeared MEIP DEEY

Name(s) of Signer(s)

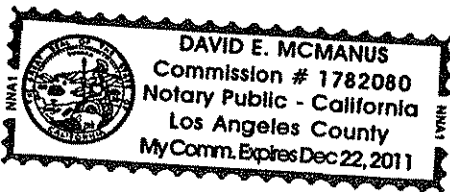
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature David E. McManus

Signature of Notary Public



Place Notary Seal Above

**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: \_\_\_\_\_

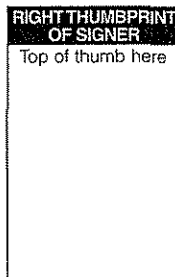
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Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

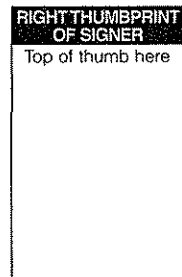
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- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

ACKNOWLEDGMENT

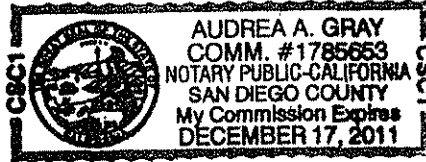
State of California  
County of San Diego } ss.

On 4/15/2008 before me, Audrea A. Gray, Notary Public,  
Notary Public, personally appeared Carla M. Allen,

who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is subscribed to the within instrument and acknowledged to me that  
he she they executed the same in his her their authorized capacity(ies); and that by  
his her their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Audrea A. Gray  
Signature

(seal)

OPTIONAL INFORMATION

Date of Document \_\_\_\_\_

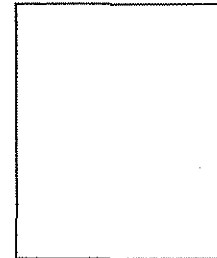
Thumbprint of Signer

Type or Title of Document POA & Bond

Number of Pages in Document \_\_\_\_\_

Document in a Foreign Language \_\_\_\_\_

- Type of Satisfactory Evidence:
- Personally Known with Paper Identification
  - Paper Identification
  - Credible Witness(es)



- Capacity of Signer:
- Trustee
  - Power of Attorney
  - CEO / CFO / COO
  - President / Vice-President / Secretary / Treasurer
  - Other: \_\_\_\_\_

Check here if  
no thumbprint  
or fingerprint  
is available.

Other Information: \_\_\_\_\_

**LINCOLN GENERAL INSURANCE COMPANY**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS; That Lincoln General Insurance Company, organized and existing by virtue of the Laws of the Commonwealth of Pennsylvania, does hereby nominate, constitute and appoint:

**Carla M. Allen**

Its true and lawful Attorney(s)-in-Fact to sign, seal and execute for and on its behalf, as surety, bonds, undertakings, and other obligatory instruments of similar nature, and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation, and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

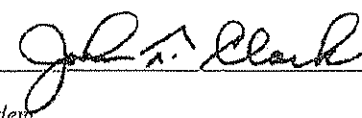
RESOLVED that this Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the Board of Directors of Lincoln General Insurance Company on the 4<sup>th</sup> day of September, 2002.

RESOLVED that the President, an Executive or Senior Vice President, or any Vice President of the Company, together with the Secretary or any Assistant Secretary are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute sign, seal and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER that the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing or photocopying.

IN WITNESS WHEREOF, Lincoln General Insurance Company has caused its corporate seal to be affixed and these presents to be signed by its duly authorized officers this 15<sup>th</sup> day of October, 2004.

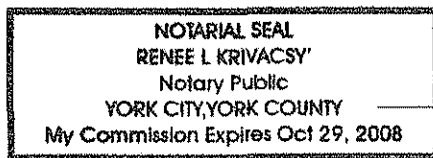
  
\_\_\_\_\_  
Secretary

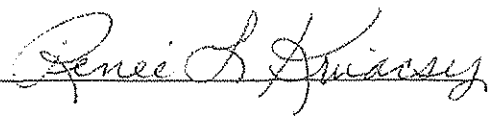
  
\_\_\_\_\_  
President



On this 15<sup>th</sup> day of October, 2004, before me personally came John T. Clark, to me known, who being duly sworn, did depose and say: that he is the President of the Corporation described in and which executed the above instrument: that he knows the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Company; and that he executed the said instrument by like order and authority and the same was his free act and deed.

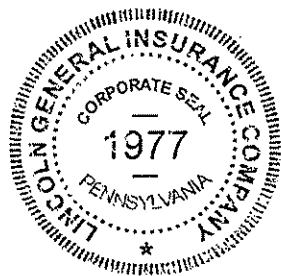
The Commonwealth of Pennsylvania  
York County



  
\_\_\_\_\_  
Renee L. Krivacsy

I, Gary J. Orndorff, Secretary of Lincoln General Insurance Company, a corporation of the Commonwealth of Pennsylvania do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at York, Pennsylvania, this 15<sup>th</sup> day of April, 2008.



  
\_\_\_\_\_  
Secretary

**HAROLD PROJECT DEVELOPMENT, LLC**

**Member Managed Operating  
Agreement**

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Harold Project Development, LLC  
Operating Agreement

This Operating Agreement (this "Agreement") is entered into this 19th day of April 2006, between, collectively Eli Ariv and Meir Derhy collectively referred to as the MEMBERS"

**Explanatory Statement**

The parties have agreed to organize a limited liability company in accordance with the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

**Article I  
Defined Terms**

The following capitalized terms shall have the respective meanings specified in this Article I. Capitalized terms not defined in this Agreement shall have the meaning specified in the Act.

"Act" means the California Limited Liability Company Act, as amended from time to time.

"Adjusted Capital Account Deficit" means, with respect to any Interest Holder, the deficit balance, if any, in the Interest Holder's Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments:

(i) the deficit shall be decreased by the amounts which the Interest Holder is obligated to restore pursuant to Section 4.4.2 or is deemed obligated to restore pursuant to Regulation Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g) and 1.704-2(i)(5); and

(ii) the deficit shall be increased by the items described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

"Affiliate" means (a) Person directly or indirectly controlling, controlled by, or under common control with another Person; (b) a Person owning or controlling ten percent (10%) or more of the outstanding voting securities or beneficial interests of another Person; (c) an officer, director, partner, or member of the immediate family of an officer, director or partner, of another Person; and/or (d) any affiliate of any such Person.

"Agreement" means this Operating Agreement, as amended from time to time including each exhibit hereto.

"Assignee" means the Person who has acquired an Economic Interest in the Company but is not a Member.

"Capital Account" means the account to be maintained by the Company for each Interest Holder in accordance with the following provisions:

(i) an Interest Holder's Capital Account shall be credited with the amount of money and the fair market value of any property contributed to the Company (net of liabilities secured by such property that the Company either assumes or to which such property is subject), the amount of any Company unsecured liabilities assumed by the Interest Holder, and the Interest Holder's distributive share of Profit and any item in the nature of income or gain specially allocated to the Interest Holder pursuant to the provisions of Section 4.3 (other than Section 4.3.3); and

(ii) an Interest Holder's Capital Account shall be debited with the amount of money and the fair market value of

any Company property distributed to the Interest Holder (net of liabilities secured by such distributed property that the Interest Holder either assumes or to which such property is subject), the amount of any unsecured liabilities of the Interest Holder assumed by the Company, and the Interest Holder's distributive share of Loss and any item in the nature of expenses or losses specially allocated to the Interest Holder pursuant to the provisions of Sections 4.2 and 4.3 (other than Section 4.3.3).

If any Economic Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Interest. If the book value of Company property is adjusted pursuant to Section 4.3.3, the Capital Account of each Interest Holder shall be adjusted to reflect the aggregate adjustment in the same manner as if the Company had recognized gain or loss equal to the amount of such aggregate adjustment. It is intended that the Capital Accounts of all Interest Holders shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.

"Cash Flow" means all cash derived from operations of the Company (including interest received on reserves), without reduction for any non-cash charges, but less cash used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements, and replacements as determined by the Members.

"Code" means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding revenue law.

"Company" means the limited liability company formed in accordance with this Agreement.

"Contribution" means any money, property, or services rendered, or a promissory note or other binding obligation to contribute money or property, or to render services as permitted in this Agreement or by law, which a Member contributes to the Company as capital in that Member's capacity as a Member pursuant to this Agreement or any other agreement between the Members, including an agreement as to value.

"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, without limitation, the right to Vote or to participate in management, or any right to information concerning the business and affairs of the Company.

"Interest Holder" means any Person who holds an Economic Interest, whether as a Member or as a permitted Assignee or beneficiary or heir of a Member. However, no Interest Holder who is not admitted as a member, shall have any right to vote.

"Involuntary Withdrawal" means, with respect to any Member, the affirmative Vote of Members, excluding the Member whose withdrawal is being Voted upon, holding not less than [seventy-five percent 75%] of the Membership Interests to terminate such Member's Membership Interest.

"Managing member" shall be all members or their elected successor.

"Member" means any person who executes a counterpart of this Agreement as a Member and any Person who subsequently is admitted as a Member of the Company.

"Member Loan Nonrecourse Deductions" means any Company deductions that would be Nonrecourse Deductions if they were not attributable to a loan made or guaranteed by a Member within the meaning of Regulation Section 1.704-2(i).



*"Member Nonrecourse Debt Minimum Gain"* has the meaning set forth in Regulation Section 1.704-2(i)(2) (determined by substituting "Member" or "Interest Holder" for "partner").

*"Membership Interest"* means a Member's rights in the Company, collectively, including the Member's Economic Interest, any right to Vote or participate in management, and any right to information concerning the business and affairs of the Company.

*"Minimum Gain"* has the meaning set forth in Regulation Section 1.704-2(d). Minimum Gain shall be computed separately for each Interest Holder in a manner consistent with the Regulations under IRC Section 704(b).

*"Negative Capital Account"* means a Capital Account with a balance of less than zero.

*"Nonrecourse Deductions"* has the meaning set forth in Regulation Section 1.704-2(b)(1). The amount of Nonrecourse Deductions for a taxable year of the Company equals the net increase, if any, in the amount of Minimum Gain during that taxable year, determined according to the provisions of Regulation Section 1.704-2(c).

*"Nonrecourse Liability"* has the meaning set forth in Regulation Section 1.704-2(b)(3).

*"Percentage"* means, as to a Member, the Percentage set forth after the Member's name on *Exhibit A*, as amended from time to time, and as to an Interest Holder who is not a Member, the Percentage or part of a Percentage that corresponds to the portion of a Member's Economic Interest that the Interest Holder has acquired, to the extent the Interest Holder has succeeded to a Member's interest.

*"Person"* means and includes an individual, corporation, partnership, association, Limited Liability Company, trust, estate, or other entity.

*"Positive Capital Account"* means a Capital Account with a balance greater than zero.

*"Profit"* and *"Loss"* means, for each taxable year of the Company (or other period for which Profit or Loss must be computed), the Company's taxable income or loss determined in accordance with IRC Section 703(a), with the following adjustments:

(i) all items of income, gain, loss, deduction, or credit required to be stated separately pursuant to IRC Section 703(a)(1) shall be included in computing taxable income or loss;

(ii) any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be included in computing taxable income or loss;

(iii) any expenditures of the Company described in IRC Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss;

(iv) gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the book value as adjusted under Regulation Section 1.704-1(b) ("adjusted book value") of the property disposed of, notwithstanding the fact that the adjusted book value differs from the adjusted basis of the property for federal income tax purposes;

(v) in lieu of the depreciation, amortization or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed based upon the adjusted book value of the asset; and

(vi) notwithstanding any other provision of this definition, any items which are specially allocated pursuant to *Section 4.3* shall not be taken into account in computing Profit or Loss.

"Regulation" means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

"Secretary of State" means the Secretary of State of the State of California.

"Transfer" means, when used as a noun, any sale, hypothecation, pledge, assignment, attachment, or other transfer, and, when used as a verb, to sell, hypothecate, pledge, assign, or otherwise transfer.

"Voluntary Withdrawal" means a Member's disassociation from the Company by means other than a Transfer or an Involuntary Withdrawal.

## Article II Formation and Name; Office; Purpose; Term

2.1. *Organization.* The LLC has been organized as a limited liability company pursuant to the Act and the provisions of this Agreement. The Company has caused Articles of Organization to be prepared, executed, and filed with the Secretary of State.

2.2. *Name of the Company.* The name of the Company is Harold Project Development, LLC.

2.3. *Purpose.* The Company is organized to own and develop real property.

2.4. *Term.* The Company shall continue in existence until December 31, 2026, unless sooner dissolved as provided by this Agreement or the Act.

2.5. *Principal Place of Business.* The Company's Principal Place of Business shall be located at 4340 Caleta, Agoura Hills, CA 91301, or at any other place within the State of California upon which the managing Member agrees. All members shall be notified in writing of any change of office.

2.6. *Resident Agent.* The name and address of the Company's resident agent in the State of California is Meir Derhy, whose address is 4340 Caleta, Agoura Hills, CA 91301

2.7. *Members.* The name, present mailing address, taxpayer identification number, and Percentage of each Member are set forth on *Exhibit A*.

2.8. *Tax Treatment,* as a Partnership. The Members intend that the company be treated as a partnership under Regulation Section 301.7701-3 and analogous provision of state tax or laws, and the Company should not elect to be treated as an association taxable as a corporation.

## Article III Members; Capital; Capital Accounts

3.1. *Initial Contributions.* Upon the execution of this Agreement, each party shall be deemed to have made an initial contribution of the sum set forth in Exhibit "A" adjacent to their name.

3.2. *No Additional Contributions.* No Member shall be required to contribute any additional capital to the Company, and no Member shall have personal liability for any obligation of the Company except as expressly provided by law. However, upon a written request for additional capital contributions to all members, a member may make additional contributions, thereby increasing their interest and decreasing the interest of those members who do not

contribute. Said additional contributions shall have the affect of changing the contribution member's contribution shown on Exhibit "A", as of the date of the additional contribution.

3.3. *No Interest on Contributions.* Neither Members nor any Interest Holders shall be paid interest with respect to Contributions.

3.4. *Return of Contributions.* Except as otherwise provided in this Agreement, neither Member nor Interest Holder shall have the right to receive the return of any Contribution or withdraw from the Company, except upon the dissolution of the Company. However, upon the written agreement of the other members a member may receive a return of a portion of his contribution. Said return shall have the affect of reducing the in member's contribution shown on Exhibit "A", as of the date of the return of contribution.

3.5. *Form of Return of Capital.* If a Member or an Interest Holder is entitled to receive the return of a Contribution, the Company may distribute in lieu of money, notes, or other, property having a value equal to the amount of money distributable to the Interest Holder money distributable to such Person.

3.6. *Capital Accounts.* A separate Capital Account shall be maintained for each Member and Interest Holder.

#### **Article IV Profit, Loss, and Distributions**

4.1. *Distribution of Cash Flow.* Cash Flow for each taxable year of the Company shall be distributed to the Interest Holders in proportion to their Percentages no later than seventy-five (75) days after the end of the taxable year.

4.2. *Allocation of Profit or Loss.* After giving effect to the special allocations set forth in Section 4.3, for any taxable year of the Company, Profit and Loss shall be allocated to the Interest Holders in proportion to their membership percentages existing for the Profit and Loss period involved.

4.3. *Regulatory Allocations.*

4.3.1. *Impermissible Deficits and Qualified Income Offset.* No Interest Holder shall be allocated Losses or deductions if the allocation causes the Interest Holder to have an Adjusted Capital Account Deficit; instead, such items shall be allocated to the other Interest Holders. If an Interest Holder for any reason (whether or not expected) receives (1) an allocation of Loss or deduction (or item thereof) or (2) any Distribution, which causes the Interest Holder to have an Adjusted Capital Account Deficit at the end of any taxable year, then all items of income and gain of the Company (consisting of a pro rata portion of each item of Company income, including gross income and gain) for that taxable year shall be allocated to that Interest Holder, before any other allocation is made of Company items for that taxable year (other than an allocation under Section 4.3.2), in the amount and in proportions required to eliminate the excess as quickly as possible. This Section 4.3.1 is intended to comply with, and shall be interpreted consistently with, the "alternate test for economic effect" and "qualified income offset" provisions of the Regulations promulgated under IRC Section 704(b).

4.3.2. *Minimum Gain Charge backs.* In order to comply with the "minimum gain charge back" requirements of Regulation Sections 1.704-2(f)(1) and 1.704-2(i)(4), and notwithstanding any other provision of this Agreement to the contrary, in the event there is a net decrease in an Interest Holder's share of Minimum Gain and/or Member Nonrecourse Debt Minimum Gain during a Company taxable year, such Interest Holder shall be allocated items of income and gain for that year (and if necessary, other years) as required by and in accordance with Regulation Sections 1.704-2(f)(1) and 1.704-2(i)(4) before any other allocation is made. It is the intent of the parties hereto that any allocation pursuant to this Section 4.3.2 shall constitute a "minimum gain charge back" under Regulation Section 1.704-2(f) and 1.704-2(i)(4).

4.3.3. *Contributed Property and Book-Ups.* In accordance with IRC Section 704(c) and the Regulations thereunder, including Regulation Section 1.704-1(b)(2)(iv)(d)(3), income, gain, loss, and deduction with

respect to any property contributed (or deemed contributed) to the Company shall, solely for tax purposes, be allocated among the Interest Holders so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the date of Contribution (or deemed Contribution). If the adjusted book value of any Company asset is adjusted under Regulation Section 1.704-1(b)(2)(iv)(f), subsequent allocations of income, gain, loss, and deduction with respect to the asset shall take account any variation between the adjusted basis of the asset for federal income tax purposes and its adjusted book value in the manner required under IRC Section 704(c) and the Regulations thereunder. The parties hereto agree to use the traditional method with curative allocations, as described in Regulation Section 1.704-3(c), for making IRC Section 704(c) allocations.

4.3.4. *IRC Section 754 Adjustment.* To the extent an adjustment to the tax basis of any Company asset pursuant to IRC Section 734(b) or IRC Section 743(b) is required, pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of the adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases basis), and the gain or loss shall be specially allocated to the Interest Holders in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to that Section of the Regulations.

4.3.5. *Nonrecourse Deductions.* Nonrecourse Deductions for a taxable year or other period shall be specially allocated among the Interest Holders in proportion to their Percentages.

4.3.6. *Member Loan Nonrecourse Deductions.* Any Member Loan Nonrecourse Deductions for any taxable year or other period shall be specially allocated to the Interest Holder who bears the risk of loss with respect to the loan to which the Member Loan Nonrecourse Deductions are attributable in accordance with Regulation Section 1.704-2(i).

4.3.7. *Withholding.* All amounts required to be withheld pursuant to IRC Section 1446 or any other provision of federal, state, or local tax law shall be treated as amounts actually distributed to the affected Interest Holders for all purposes under this Agreement. If the Manager determines that the Company does not have sufficient funds to satisfy such withholding obligations for a Member that Member shall contribute the funds necessary to satisfy the withholding obligations.

4.3.8. *Nonrecourse Liabilities.* Solely for purposes of determining an Interest Holder's proportionate share of "excess nonrecourse liabilities" of the Company within the meaning of Regulation Section 1.752-3(a)(3), the Interest Holders' interest in Company profits shall be based on their respective Percentages.

4.3.9. *Intent of Allocations.* The tax allocation provisions of this Agreement are intended to produce final Capital Account balances of the Interest Holders that will permit liquidating Distributions that are made in accordance with such final Capital Account balances under Section 4.4.1 to be equal to the Distributions that would occur if such Distributions were made to the Interest Holders in proportion to their Percentages. To the extent that the tax allocation provisions of this Agreement would not produce such final Capital Account balances, (1) such provisions shall be amended by the Members (General Manager) if and to the extent necessary to produce such result and (2) taxable income or taxable loss of the Company for prior open years (or items of gross income and deduction of the Company) shall be reallocated among the Interest Holders to the extent it is not possible to achieve such result (including additional guaranteed payments) with allocations of income (including gross income) and deduction for the current year and future years. This Section 4.3.1 shall control notwithstanding any reallocation or adjustment of taxable income, taxable loss, or items thereof by the Internal Revenue Service or any other taxing authority.

4.3.10. *Income Tax Provisions.* The Interest Holders are aware of the income tax consequences of this Article IV and agree to be bound by these provisions in reporting their shares of Profit, Losses, and other items for federal and state income tax purposes.

#### 4.4. *Liquidation and Dissolution.*

4.4.1. Upon liquidation of the Company, the assets of the Company shall be distributed to the Interest

Holders in accordance with their positive balances in their respective Capital Accounts, after giving effect to all Contributions, Distributions, and allocations for all periods. Distributions to the Interest Holders pursuant to this *Section 4.4.1* shall be made in accordance with Regulation Section 1.704-1(b)(2)(ii)(b)(2).

4.4.2. No Interest Holder shall be obligated to restore a Negative Capital Account.

4.5. *General.*

4.5.1. Except as otherwise provided in this Agreement, the Members shall determine the timing and amount of all distributions jointly.

4.5.2. If any assets of the Company are distributed in kind to the Interest Holders, those assets shall be valued based on their fair market value, and any Interest Holder entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Interest Holders so entitled. Unless the Members otherwise agree, the fair market value of the assets shall be determined by an independent appraiser who shall be selected by the Members. The Profit or Loss for each unsold asset shall be determined as if the asset had been sold at its fair market value, and the Profit or Loss shall be allocated as provided in *Section 4.2* and shall be properly credited or charged to the Capital Accounts of the Interest Holders prior to the Distribution of the assets in liquidation pursuant to *Section 4.4*.

4.5.3. All Profit and Loss shall be allocated and all distributions shall be made to the Persons shown on the records of the Company to have been Interest Holders as of the last day of the taxable year for which the allocation or Distribution is to be made. Notwithstanding the foregoing, unless the Company's taxable year is separated into segments, if there is a Transfer or an Involuntary Withdrawal during the taxable year, the Profit and Loss shall be allocated between the original Interest Holder and the successor on the basis of the number of days each was an Interest Holder during the taxable year; provided, however, the Company's taxable year shall be segregated into two or more segments in order to account for Profit, Loss, or proceeds attributable to [a Capital Transaction or to] any [other] extraordinary non-recurring items of the Company.

4.5.4. The Members are hereby authorized, upon the advice of the Company's tax counsel, to amend this Article IV to comply with the Code and the Regulations promulgated under IRC Section 704(b); provided, however, that no amendment shall materially affect Distributions to an Interest Holder without the Interest Holder's prior written consent.

**Article V**  
**Management: Rights, Powers, and Duties**

5.1. *Management.* Subject to the specific management provisions hereinafter set forth, the Company shall be managed, as to all of its affairs, pursuant to this written Agreement, by the individuals described above as the MEMBERS, or entities organized by them for that purpose. They shall be hereinafter referred to as the "Manager". Except as hereinafter provided, until a different authorization is executed, the management shall be jointly. Day to day business documents shall require only one signature. All other documents shall require the signatures of both of these individuals, or their entities, unless they have formed a single entity to serve as manager. Items drawn on this day-to-day operating account need be signed by only one of these foregoing individuals. All other bank accounts shall require the signatures of two of the four individuals.

5.2. *Meetings of and Voting by Members.*

5.2.1. A meeting of the Members may be called at any time by any Member. Meetings of Members shall be held at the Company's principal place of business or at any other place in Southern California, designated by the Person or Persons calling the meeting. Not less than ten (10) nor more than sixty (60) days before each meeting, the Person or Persons calling the meeting shall give written notice of the meeting to each Member entitled to Vote at the meeting. The notice shall state the time, place, and purpose of the meeting. Notwithstanding the foregoing provisions,

each Member who is entitled to notice may waive notice, either before or after the meeting, by executing a waiver of such notice, or by appearing at and participating, in person or by proxy in the meeting. Unless this Agreement provides otherwise, at a meeting of Members, the presence in person or by Proxy of Members holding Percentages which aggregate not less than fifty-one percent (51%) constitutes a quorum. A Member may Vote either in person or by written Proxy signed by the Member or by the Member's duly authorized agent.

5.2.2. The affirmative written Vote of all Members shall be required to approve any matter coming before the Members.

5.2.3. In lieu of holding a meeting, the Members may take action by written consents specifying the action to be taken.

5.3. *Personal Service.* Unless approved by the Members, no Member shall be entitled to compensation for services performed for the Company. However, upon substantiation of the amount and purpose thereof, the Members shall be entitled to reimbursement for expenses reasonably incurred, and advances of funds reasonable made, in furtherance of the business of the Company. However, to the extent that a company owned by a member, in which the member is a shareholder acts pursuant to a written construction contract, payment of by the LLC pursuant to the terms of that construction contract, shall not violate this provision.

#### 5.4. *Duties of Parties.*

5.4.1. Except as otherwise expressly provided in Section 5.4.2, nothing in this Agreement shall be deemed to restrict in any way the rights of any Member, or of any Affiliate of any Member, to conduct any other business or activity whatsoever, and no Member shall be accountable to the Company or to any other Member with respect to that business or activity. The organization of the Company shall be without prejudice to the Members' respective rights (or the rights of their respective Affiliates) to maintain, expand, or diversify such other interests and activities and to receive and enjoy profits or compensation there from. Each Member waives any rights the Member might otherwise have to share or participate in such other interests or activities of any other Member or the Member's Affiliates.

5.4.2. The only fiduciary duties a Member owes to the Company and the other Members are the duty of loyalty and the duty of care set forth in subdivisions (a) and (b):

(a) A Member's duty of loyalty to the Company and the other Members is limited to the following:

(1) To account to the Company and hold as trustee for it any property, profit, or benefit derived by the Member in the conduct or winding up of the Company's business or derived from a use by the Member of Company property, including the appropriation of a Company opportunity, without the consent of the other Members;

(2) To refrain from dealing with the Company in the conduct or winding up of the Company business as or on behalf of a party having an interest adverse to the Company without the consent of the other Members; and

(b) A Member's duty of care to the Company and the other Members in the conduct and winding up of the Company business is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law.

### Article VI Transfer of Interests and Withdrawals of Members

6.1. *Transfers.* Except as herein provided, or as provided in any Buy-Sell Agreement of the Parties, no Member

may transfer all, or any portion of, or any interest or rights in, the Membership Interest owned by the Member. Each Member hereby acknowledges the reasonableness of this prohibition in view of the purposes of the Company and the relationship of the Members. The attempted Transfer of any portion or all of a Membership Interest in violation of the prohibition contained in this *Section 6.1* shall be deemed invalid, null and void, and of no force or effect, except any Transfer mandated by operation of law and then only to the extent necessary to give effect to such Transfer by operation of law. Notwithstanding the foregoing, a member may transfer his membership interest to his family Trust, which Trust shall then be subject to these provisions prohibiting transfer, and a member may transfer his interest to an entity formed for the purpose of holding said interest, so long as said member owns a controlling interest in said entity.

*6.2. Voluntary Withdrawal.*

6.2.1. No Member shall have the right or power to affect a Voluntary Withdrawal from the Company, except as otherwise provided by this Agreement or the parties' Buy-Sell Agreement.

**Article VII**  
**Dissolution, Liquidation, and Termination of the Company**

7.1. *Events of Dissolution.* The Company shall be dissolved upon the happening of the first to occur of an event specified in Section 17350 of the Act or any of the following events:

7.1.1. On the date fixed for its termination in *Section 2.4*, if any; or

7.1.2. An event providing for the dissolution of said LLC, if any, pursuant to the parties' Buy-Sell Agreement, if any.

7.2. *Procedure for Winding Up and Dissolution.* If the Company is dissolved, the remaining Members shall wind up its affairs. On winding up of the Company, the assets of the Company shall be distributed, first to creditors of the Company, including Interest Holders who are creditors, in satisfaction of the liabilities of the Company, and then to the Interest Holders in accordance with *Section 4.4*.

7.3. *Filing of Certificate of Cancellation.* Upon completion of winding up the affairs of the Company, the Members shall promptly file the Certificate of Cancellation of Articles of Organization with the Secretary of State. If there are no remaining Members, such Certificate shall be filed by the last Person to be a Member; if there are no remaining Members, or last Person to be a Member, the Certificate shall be filed by the legal or personal representatives of the last Person to be a Member. No Manager or Member shall be entitled to any compensation for services provided in winding up the Company.

**Article VIII**  
**Books, Records, Accounting, and Tax Elections**

8.1. *Bank Accounts.* All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The manager shall determine the financial institution or institutions at which the accounts will be opened and maintained, the types of accounts,

*8.2. Maintenance of Books and Records.*

8.2.1. The Manager shall keep or cause to be kept complete and accurate books, records, and financial statements of the Company and supporting documentation of transactions with respect to the conduct of the Company's business. The books, records, and financial statements of the Company shall be maintained on the accrual basis in accordance with generally accepted accounting principles. Such books, records, financial statements, and documents shall include, but not be limited to, the following:

(1) a current list of the full name and last known business or residence address of each Member and Interest Holder, in alphabetical order, with the Contribution and the share in profits and losses of each Member and Interest Holder specified in such list;

(2) the Articles of Organization, including all amendments; and any powers-of-attorney under which the Articles of Organization or amendments were executed;

(3) federal, state, and local income tax or information returns and reports, if any, for the six most recent taxable years;

(4) this Agreement and any amendments, and any powers-of-attorney under which this Agreement or amendments were executed;

(5) financial statements for the six most recent years;

(6) internal books and records for the current and three most recent years; and

(7) a true copy of relevant records indicating the amount, cost, and value of all property which the Company owns, claims, possesses, or controls.

8.2.2. Such books, records, and financial statements of the Company and supporting documentation shall be kept, maintained, and available at the Company's office within the State of California.

*8.3. Right to Inspect Books and Records; Receive Information.*

8.3.1. Upon the reasonable request of an interest holder, for a purpose reasonably related to the interest of that Member the Company shall promptly deliver to the requesting Member at the expense of the Company a copy of this Agreement, as well as the information required to be maintained by the Company under paragraphs (1) and (3) of *Section 8.2.1*.

8.3.2. Each interest holder has the right upon reasonable request, and for purposes reasonably related to the interest of that interest, to do the following:

(1) to inspect and copy during normal business hours any of the records required to be maintained by the Company under *Section 8.2.1*; and

(2) to obtain from the Company promptly after becoming available, a copy of the Company's federal, state, and local income tax or information returns for each year.

8.3.3. The Company shall cause to be prepared, within thirty (30) days of the end of each quarter, internal financial reports. Said reports shall be provided to each member within 5 working days thereafter. Further following the close of each fiscal year, the LLC shall cause at a minimum, the following to be provided to the members: (i) such information as is necessary to complete federal and state income tax or information returns, and (ii) a copy of the Company's federal, state, and local income tax or information returns for the fiscal year.

8.3.4. Unless otherwise expressly provided in this Agreement, the inspecting or requesting interest holder, as the case may be, shall reimburse the Company for all reasonable costs and expenses incurred by the Company in connection with such inspection and copying of the Company's books and records and the production and delivery of any other books or records.

8.4. *Annual Accounting Period.* The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by the Members, subject to the requirements and limitations of the Code.



8.5. *Tax Matters Partner.* Managing member shall be the "Tax Matters Partner" for the purposes of IRC Section 6231. To the extent that the IRS requires an individual be so named, that person shall be Eli Arviv.

## Article IX General Provisions

9.1. *Assurances.* Each Member shall execute all certificates and other documents and shall do all such filing, recording, publishing, and other acts as the Members deem appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

9.2. *Notifications.* Any notice, demand, consent, election, offer, approval, request, or other communication (collectively a "notice") required or permitted under this Agreement must be in writing and delivered personally, sent by certified or registered mail, postage prepaid, return receipt requested or sent by overnight courier. A notice must be addressed to an Interest Holder at the Interest Holder's last known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the Person to whom it is delivered. A notice that is sent by Mail will be deemed given three (3) business days after it is Mailed. A notice that is sent by courier will be deemed given one (1) business day after it is couriered. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

9.4. *Integration.* This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of all Members.

9.5. *Applicable Law.* All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of California.

9.6. *Headings.* The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

9.7. *Binding Provisions.* This Agreement is binding upon, and to the limited extent specifically provided herein, inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and assigns.

9.8. *Jurisdiction and Venue.* Any suit involving any dispute or matter arising under this Agreement may only be brought in the appropriate United States District Court in California or any California State Court having jurisdiction over the subject matter of the dispute or matter. All Members hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

9.9. *Interpretation.* Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require. Reference to articles, sections (or subdivisions of sections), exhibits, annexes, or schedules are to those of this Agreement, unless otherwise indicated.

9.10. *Separability of Provisions.* Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

9.11. *Signatures.* This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature

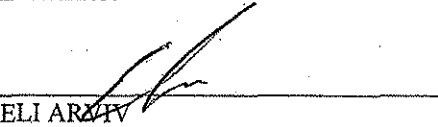
of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. However, the signature of each party hereto, or to any amendment, other than one contained in the Parties Buy-Sell agreement, shall be notarized.

9.12. *Estoppel Certificate.* Each Member shall, within ten (10) days after written request by any Member, deliver to the requesting Person a certificate stating, to the Member's knowledge, that: (a) this Agreement is in full force and effect; (b) this Agreement has not been modified except by any instrument or instruments identified in the certificate; and (c) there is no default hereunder by such Member, or if there is a default, the nature or extent thereof.

**IN WITNESS WHEREOF**, the parties have executed, or caused this Agreement to be executed as of the date first above written.

**SIGNAURE OF MEMBERS:**

  
\_\_\_\_\_  
MEIR DERHY

  
\_\_\_\_\_  
ELI ARZOU

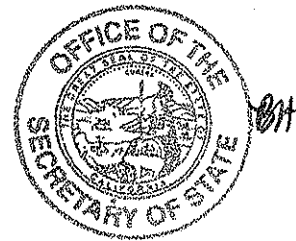
Harold

PROJECT DEVELOPMENT COMPANY LLC  
Operating Agreement

Exhibit A  
List of Members, Capital, and Percentages

Name, Address and Taxpayer Identification No. of Members	Initial Capital Contribution	Percentage Interest
MEIR DERHY 5267 Newcastle Lane Calabasas, CA 91302 SSN # 605-40-6028	\$ _____	50%
ELI ARVIV 4340 cALETA Agoura Hills, CA, CA 91301 SSN #540-93-1684	\$ _____	50%

**State of California**  
**Secretary of State**



I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

MAY 09 2006

A handwritten signature in cursive script that reads "Bruce McPherson".

**BRUCE McPHERSON**  
Secretary of State



State of California Secretary of State

LIMITED LIABILITY COMPANY ARTICLES OF ORGANIZATION

File # 200612810011

ENDORSED - FILED in the office of the Secretary of State of the State of California

MAY 05 2006

Handwritten signature/initials

A \$70.00 filing fee must accompany this form.

IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

ENTITY NAME (End the name with the words "Limited Liability Company," "Ltd. Liability Co.," or the abbreviations "LLC" or "L.L.C.")

1. NAME OF LIMITED LIABILITY COMPANY

HAROLD PROJECT DEVELOPMENT, LLC

PURPOSE (The following statement is required by statute and may not be altered.)

2. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

INITIAL AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and both items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1506 and item 3 must be completed (leave item 4 blank).)

3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS

ELI ARVIV

4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA CITY STATE ZIP CODE

4340 COLETA RD., AGOURA CA 91310

MANAGEMENT (Check only one)

5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY:

- ONE MANAGER (checked)
MORE THAN ONE MANAGER
ALL LIMITED LIABILITY COMPANY MEMBER(S)

ADDITIONAL INFORMATION

6. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

EXECUTION

7. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

Handwritten signature of Lawrence D. Levine

MAY 2, 2006

SIGNATURE OF ORGANIZER

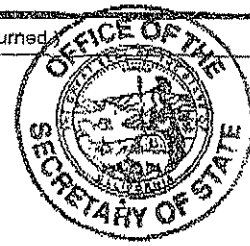
DATE

LAWRENCE D. LEVINE

TYPE OR PRINT NAME OF ORGANIZER

RETURN TO (Enter the name and the address of the person or firm to whom a copy of the filed document should be returned)

6. NAME [LAWRENCE D. LEVINE]
FIRM
ADDRESS 30941 W. AGOURA RD., SUITE 128
CITY/STATE/ZIP [WESTLAKE VILLAGE, CA 91361]



DEPARTMENT OF  
CITY PLANNING  
200 N. SPRING STREET, ROOM 525  
LOS ANGELES, CA 90012-4801  
AND  
6262 VAN NUYS BLVD., SUITE 351  
VAN NUYS, CA 91401

CITY PLANNING COMMISSION

WILLIAM ROSCHEN  
PRESIDENT  
REGINA M. FREER  
VICE-PRESIDENT  
SEAN O. BURTON  
DIEGO CARDOSO  
ROBIN R. HUCHES  
FR. SPENCER T. KEZIOS  
CINDY MONTAÑEZ  
BARBARA ROMERO  
MICHAEL K. WOO  
JAMES WILLIAMS  
COMMISSION EXECUTIVE ASSISTANT  
(213) 978-1300

CITY OF LOS ANGELES  
CALIFORNIA



ANTONIO R. VILLARAIGOSA  
MAYOR

June 25, 2009

EXECUTIVE OFFICES

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DEPUTY DIRECTOR  
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INFORMATION  
(213) 978-1270  
www.planning.lacity.org

All Concerned Consultants and Developers

**Re: EXTENSIONS OF TIME FOR TENTATIVE TRACT AND PRELIMINARY PARCEL MAPS**

The State legislature on July 15, 2008, enacted legislation which permits cities to extend the life of tentative tract maps and preliminary parcel maps for six years instead of the five years previously authorized. This six year time extension provision is now contained in Section 66452.6(e) of the State Map Act.

In order to take advantage of the increase time extension authority, the City of Los Angeles adopted a new ordinance consistent with State law (Ordinance No. 180647, effective April 30, 2009), which permits the Advisory Agency to extend the time limits for the recording of tract maps and parcel maps for up to six years.

All maps are automatically granted an additional one year as long as those maps were still valid as of July 15, 2008 and will expire before January 1, 2011. Any maps which were granted five year time extensions under the previous regulations are automatically granted an additional one year as long as those maps were still valid as of July 15, 2008.

Please note that the additional times do not apply to private streets as that section of the Municipal code was not amended; however, the additional times do apply to private streets when the private street is approved in conjunction with a Parcel Map or a Tentative Map.

The new time extension is in addition to any extension provided for by the Municipal Code and the State Map Act. Accordingly, the maximum total time (not considering offsite improvements, lawsuits, moratoriums, unit maps and development agreements) a tentative tract map or preliminary parcel map can be maintained as valid is now 10 years.

<u>Authority</u>	<u>Length of time and extension</u>
Section 17.07-A and 17.56-A LAMC	3 years (for initial approval)
SB 1185 State Automatic Extension	1 year (if map is valid on 7/15/08 and expires before 1/1/11)
<u>Ordinance No. 180647</u>	<u>6 years (by application)</u>
Total time	10 years

MICHAEL S. Y. YOUNG  
Deputy Advisory Agency

DEPARTMENT OF  
CITY PLANNING  
200 N. SPRING STREET, ROOM 525  
LOS ANGELES, CA 90012-4801  
CITY PLANNING COMMISSION  
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PRESIDENT  
ANDRES F. IRLANDO  
VICE-PRESIDENT  
DIEGO CARDOSO  
REGINA M. FREER  
ROBIN R. HUGHES  
SABRINA KAY  
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WILLIAM ROSCHEN  
MICHAEL K. WOO  
GABRIELE WILLIAMS  
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CITY OF LOS ANGELES  
CALIFORNIA



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

Decision Date: May 31, 2006

Appeal Period Ends: June 12, 2006

Flamingo, LLC (O)(A)  
Bebert Avi Revah  
Managing Member  
P.O. Box 48348  
Los Angeles, CA 90048

Re: Vesting Tentative Tract Map No.: 64628  
Address: 5842 Harold Way  
Council District: 13  
Existing Zone: [Q]R4-1VL  
Community Plan: Hollywood  
CEQA No.: ENV-2006-921-MND  
Fish and Game: Exempt

Jerome Buckmelter Assoc. Inc. (R)  
23534 Aetna Street  
Woodland Hills, CA 91367

Robert K. Kameoka (E)  
5011 Acacia Street  
San Gabriel, CA 91776

In accordance with provisions of Section 17.03 of the Los Angeles Municipal Code, the Advisory Agency approved Vesting Tentative Tract No. 64628 composed of one lot, located at 5842 Harold Way for a maximum **12 condominium units** as shown on map stamp-dated February 6, 2006 in the Hollywood Community Plan. This unit density is based on the [Q]R4-1VL 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) 978-1362. 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.

**BUREAU OF ENGINEERING - SPECIFIC CONDITIONS**

1. That a 4-foot wide strip of land be dedicated along the alley adjoining the tract to complete a 10-foot wide half alley dedication satisfactory to the City Engineer.

**DEPARTMENT OF BUILDING AND SAFETY, GRADING DIVISION**

2. Comply with any requirements with the Department of Building and Safety, Grading Division for recordation of the final map and issuance of any permit.

**DEPARTMENT OF BUILDING AND SAFETY, ZONING DIVISION**

3. 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. Provide a copy of [Q] condition(s). Show compliance with the above condition(s) as applicable or Department of City Planning approval is required.
  - b. Show all street/alley dedication(s) as required by Bureau of Engineering. "Area" requirements shall be re-checked as per net lot area after street/alley dedication.
  - c. The tract designation on the map does not exactly match the one shown on ZIMAS. Verify the tract name and modify accordingly.

An appointment is required for the issuance of a clearance letter from the Department of Building and Safety. The applicant is asked to contact Del Reyes at (213) 482-6882 to schedule an appointment.

**DEPARTMENT OF TRANSPORTATION**

4. That prior to recordation of the final map, satisfactory arrangements shall be made with the Department of Transportation to assure:
  - a. A minimum of 20-foot reservoir space be provided between any security gate(s) and the property line.
  - b. Vehicular access shall be from the alley only.
  - 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. (MM)

## FIRE DEPARTMENT

5. 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: (MM)
  - a. Submit plot plans for Fire Department approval and review prior to recordation of Tract Map Action.
  - b. Adequate public and private fire hydrants shall be required.
  - c. All structures should be fully sprinklered.
  - d. Access for Fire Department apparatus and personnel to and into all structures shall be required.
  - e. The Fire Department may require additional vehicular access where buildings exceed 28 feet in height.
  - f. Fire lane width shall not be less than 20 feet. When a fire lane must accommodate the operation of Fire Department aerial ladder apparatus or where fire hydrants are installed, those portions shall not be less than 28 feet in width.
  - g. The entrance or exit of all ground dwelling units shall not be more than 150 feet from the edge of a roadway of an improved street, access road, or designated fire lane.
  - h. Any required fire hydrants to be installed shall be fully operational and accepted by the Fire Department prior to any building construction.
  - i. No framing shall be allowed until the roadway is installed to the satisfaction of the Fire Department.
  - j. Where rescue window access is required, provide conditions and improvements necessary to meet accessibility standards as determined by the Los Angeles Fire Department.

**Bureau of Street Lighting**

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

**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, 200 N. Main Street, 12<sup>th</sup> Floor, Los Angeles, CA 90012, (213) 922-8379.

**DEPARTMENT OF RECREATION AND PARKS**

8. That the Quimby fee be based on the R4 Zone. (MM)

**STREET TREE DIVISION AND THE DEPARTMENT OF CITY PLANNING**

9. Replacement by a minimum of 24-inch box trees in the parkway and on the site of the three trees measuring 12-inches in diameter trees to be removed, shall be required for the unavoidable loss of desirable trees on the site, and to the satisfaction of the Advisory Agency. (MM)

**Note:** Removal 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. 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.

**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 twelve dwelling units.
  - b. Provide a minimum of 2 covered off-street parking spaces per dwelling unit, plus ¼ 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. 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.
  - d. The applicant shall install an air filtration system(s) to reduce the effects of diminished air quality on occupants of the project. (MM)
  - e. That a solar access report shall be submitted to the satisfaction of the Advisory Agency prior to obtaining a grading permit.
  - f. 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.
  - g. Recycling bins shall be provided at appropriate locations to promote recycling of paper, metal, glass, and other recyclable material. (MM)
11. That the subdivider shall record and execute a Covenant and Agreement to comply with [Q] Condition(s) per Ordinance 165,664.
  12. That prior to issuance of a building permit, the subdivider shall make suitable arrangements for clearance with the Community Redevelopment Agency for the Hollywood Redevelopment Project Area.

#### **DEPARTMENT OF CITY PLANNING-ENVIRONMENTAL MITIGATION MEASURES**

13. 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 No(s). 4c, 5, 8, 9, 10d, 10g, 13 and 14 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.

14. 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 Planning Department.
  - MM-2 The exterior of the proposed building shall be constructed of materials, such as, high-performance tinted non-reflective glass and pre-cast concrete or fabricated wall surfaces.
  - MM-3 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-4 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-5 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-6 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-7 Concentrate or cluster development on portions of site while leaving the remaining land in a natural undisturbed condition.
- MM-8 Any connection to the sanitary sewer must have authorization from the Bureau of Sanitation.
- MM-9 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-10 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-11 Paint messages that prohibits the dumping of improper materials into the storm drain system adjacent to storm drain inlets. Prefabricated stencils can be obtained from the Dept. of Public Works, Stormwater Management Division.
- MM-12 All storm drain inlets and catch basins within the project area must be stenciled with prohibitive language (such as "NO DUMPING - DRAINS TO OCEAN") and/or graphical icons to discourage illegal dumping.
- MM-13 Signs and prohibitive language and/or graphical icons, which prohibit illegal dumping, must be posted at public access points along channels and creeks within the project area.
- MM-14 Legibility of stencils and signs must be maintained.
- 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 Payment of school fees to the Los Angeles Unified School District to offset the impact of additional student enrollment at schools serving the project area.

MM-18 Submit parking and driveway plan to the Bureau of Engineering and the Department of Transportation for approval that shall provide code-required emergency access.

15. **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 Clean up leaks, drips and spills immediately to prevent contaminated soil on paved surfaces that can be washed away into the storm drains.

- CM-15 Do not hose down pavement at material spills. Use dry cleanup methods whenever possible.
- CM-16 Cover and maintain dumpsters. Place uncovered dumpsters under a roof or cover with tarps or plastic sheeting.
- CM-17 Use gravel approaches where truck traffic is frequent to reduce soil compaction and limit the tracking of sediment into streets.
- CM-18 Conduct all vehicle/equipment maintenance, repair, and washing away from storm drains. All major repairs are to be conducted off-site. Use drip pans or drop clothes 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 grading or building permits before the recordation of the final map.

In the event the subdivider decides not to request a permit before the recordation of the final map, a covenant and agreement satisfactory to the Advisory Agency guaranteeing the submission of such plan before obtaining any permit shall be recorded.

- 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.

#### **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 plantings 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:
    - 1. Improve the alley being dedicated and adjoining the subdivision by the construction of suitable surfacing to complete a 10-foot half alley, together with any necessary removal and reconstruction of existing improvements all satisfactory to the City Engineer.

**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 Department of City Planning issued Mitigated Negative Declaration ENV-2006-921-MND on April 5, 2006. The Department found that potential negative impact could occur from the project's implementation due to:

- Aesthetics (visual character, light);
- Air Quality (construction, operational);
- Biological Resources (tree removal);
- Geology and Soils (construction, seismic/);
- Hazards and Hazardous Materials (asbestos);
- Hydrology and Water Quality (stormwater);
- Noise (construction, operational);

Population and Housing (tenant relocation);  
Public Services (fire, schools, street improvements);  
Recreation (parks);  
Transportation/Circulation (emergency access);

The Deputy Advisory Agency, certifies that Mitigated Negative Declaration No. ENV-2006-921-MND reflects the independent judgment 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 No(s). 4c, 5, 8, 9, 10d, 10g, 13 and 14 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 potential adverse impacts on fish or wildlife resources as far as earth, air, water and risk of upset are concerned. However, measures are required as part of this approval which will mitigate the above mentioned impacts to a less than significant level. 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. 13.

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. 65302, 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.

The Hollywood Community Plan, a part of the Land Use Element, encourages projects 'to make provision for the housing required to satisfy the varying needs

and desires of all economic segments of the Community, maximizing the opportunity for individual choice." The subdivision will allow condominium units at a density consistent with the adjacent multi-family residential pattern of development.

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).

The site is not subject to a Specific Plan. Therefore, as conditioned, the proposed tract map is consistent with the intent and purpose of the 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 High Medium land use with the corresponding zone of R4. The property contains approximately 0.20 net acres (9,050 net square feet after required dedication) and is presently zoned [Q]R4-1VL. The proposed development of 12 condominium units is allowable under the current adopted zone and the land use designation.

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.

The project density and height is consistent with the zone and existing development of neighboring properties. Parking complies with the Advisory Agency's Residential Parking Policy.

The proposed development should not cause a significant increase in trips which effect, the level of service of nearby streets. As conditioned, the development will have alley improvements as required by Bureau of Engineering and will comply with parking design improvements as required by Department of Transportation. Also, the proposed project shall comply with the Quimby fee and School fees shall be paid to offset the increase demand for park and school use in the area.

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

The site is one of the few underimproved properties in the vicinity. The development of this tract is an infill of an otherwise multiple-family 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.

The tract has been approved contingent upon the satisfactory of a satisfactory soils report by the Department of Building and Safety, Grading Division prior to the recordation of the map and issuance of any permits.

- (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 potential adverse impact on fish or wildlife resources as far as earth, air, water and risk of upset are concerned. However, measures are required as part of this approval which will mitigate the above mentioned impacts to a less than significant level. 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)**

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.

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.

The lot layout of the subdivision has taken into consideration the maximizing of the north/south orientation.

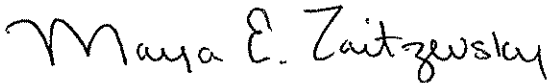
The topography of the site has been considered in the maximization of passive or natural heating and cooling opportunities.

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 vesting tentative and final maps for Tract No. 64628.

S. Gail Goldberg  
Advisory Agency



MAYA ZAITZEVSKY  
Deputy Advisory Agency

GG:MZ:HU: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., 4<sup>th</sup> 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](http://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 90<sup>th</sup> day following the date on which the City's decision becomes final.

If you have any questions, please call Subdivision staff at (213) 978-1362.

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CITY OF LOS ANGELES

INTER-DEPARTMENTAL CORRESPONDENCE

DATE: June 5, 2007

PROVISIONAL CLEARANCE PAYMENT BY CERTIFICATE OF DEPOSIT

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

FROM: *Camille 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. 64628 Parcel Map L.A. No. \_\_\_\_\_ Zone Change No. \_\_\_\_\_ is obligated to pay a fee of \$72,924.00 on 12 dwelling unit(s), site address, 5842 Harold Way, in the R4 Zone, in CD 13 as approved by the Advisory Agency letter/ Ordinance No. \_\_\_\_\_ dated 4/25/2007 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 \$0.00.
- 3. Certificates of Deposit guaranteeing payment of a fee of \$70,524.00
- 4. Payment of a Dwelling Unit Construction Tax of \$2,400.00 on 3/14/2007
- 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 No. 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: 213-978-6566  
**Recreation & Parks: Grants Administration**, 1200 W 7<sup>th</sup> St 7<sup>th</sup> 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: **MAR 08 2006**

To: Ms. S. Gail Goldberg, Director  
Department of City Planning  
Attention: Deputy Advisory Agency

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

Subject: Vesting Tentative Tract Map No. 64628 - Transmittal  
of Map.

Transmitted is a print of vesting tentative map of Tract Map No. 64628 lying southerly of Harold Way and easterly of Bronson Avenue in Council District No. 13.

This map has been filed for a 12-unit new residential condominium purposes. The subdivision layout is satisfactory as submitted.

There is an existing sewer available in Harold Way 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 vesting tentative map of Tract No. 64628 be approved, subject to the standard conditions issued by your department and the following special conditions:

1. That a 4-foot wide strip of land be dedicated along the alley adjoining the tract to complete a 10-foot wide half alley dedication satisfactory to the City Engineer.
2. That the following improvements be either constructed prior to recordation of the final map or that the construction be suitably guaranteed:

Improve the alley being dedicated and adjoining the subdivision by the construction of a suitable surfacing to complete a 10-foot half alley, together with any necessary removal and reconstruction of existing improvements all satisfactory to the City Engineer.

Ms. Goldberg

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Any questions regarding this report should be directed to Mr. Danny Ho of the Land Development Section, located at 201 North Figueroa Street, Suite 200, or by calling (213) 977-6983.

EY/DH/gt  
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Enc.

cc: Central Group Engineering District Office

Robert Kameoka  
Fax: (626) 286-3953