

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

**CENTRAL**

District/Division Design Office  
Council District No. 01  
Date Issued: 10/04/2017

APPROVED FOR THE  
CITY ENGINEER BY  
SARAH SAGAY  
BOND CONTROL

CA01704315  
CAO-Risk Management No.  
DATE APPROVED 10/05/2017

MCB30401  
Miscellaneous Cash Bond No.

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

KNOW ALL MEN BY THESE PRESENTS:

THAT WE,

**909 HOOVER, LLC AND 909 LOFT, LLC**

as DEPOSITOR, have deposited with the CITY OF LOS ANGELES, hereinafter called the CITY, the SUM of **ONE HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$127,500.00)**, lawful money of the United States or negotiable securities, as evidenced by separate receipt, in the sum of **\$127,500.00** (hereinafter called SECURITY) to be held by the City Treasurer until all of the requirements of the Subdivision Agreement and Contract have been satisfied and the release hereof is authorized by the City Engineer.

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

**TRACT NO: 73692-SL**

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

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles )

On October 4, 2017 before me, Kyung Hee Ha, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



DEPARTMENT OF PUBLIC WORKS  
City of Los Angeles  
Bureau of Engineering

N<sup>o</sup> 66799

**IMPROVEMENT CASH BOND RECEIPT**

PERMIT COUNTER: CENTRAL ☒ WLA ☐ HAR ☐ VALLEY ☐ LD & M ☐

\$ 127,500. -	30401	10/04/2017	574209
AMOUNT	MISCELLANEOUS CASH BOND NO.	DATE	FUND TYPE

Tract/Parcel Map No. \_\_\_\_\_ R3 (Highway Dedication) ☐

Zone Case No. CPC ☐ CUZ ☐ ZY ☐ YV ☐ \_\_\_\_\_

Building Permit App. No. (R3/Sewer Avail.) \_\_\_\_\_

Project Location (Title) HOOPER ST (W/S) FROM 39' TO 155' (S)  
JAMES M. WOOD BLVD (TRACT N<sup>o</sup> 73692-SL)

Cash Payment Only ☐ Cond. Nos. \_\_\_\_\_

Street ☒ Sewer ☒ Stm. Drn. ☐ Trees ☒ St. Lts. ☐ Curb/Gutter/Sidewalk ☐

LM ☐ Future Street/Alley ☐ Other BR 004095

Subdivision Imp. Bond \$ \_\_\_\_\_ Subdivision E & M Bond \$ \_\_\_\_\_

All work shall be accomplished under permit issued by the Board of Public Works pursuant to Chapter 1, Article 2 (R3, Highway Dedication, Zoning Cases/Chapter 1, Article 7 (Subdivisions)/Chapter 6, Article 2-(General Improvements), L.A.W.C., and shall be completed on or before one year from this date, or two years from the date the final subdivision map is filed for record with the County Recorder.

<u>909 HOOPER, LLC &amp; 909 TOTT, LLC</u> <small>PARTY TO WHOM REFUND IS TO BE MADE (INDIV., CORP., ETC.)</small>			
<u>1753 S HILL ST. #1</u> <small>STREET ADDRESS</small>			
<u>LOS ANGELES</u> <small>CITY</small>	<u>CA</u> <small>STATE</small>	<u>90015</u> <small>ZIP CODE</small>	<u>(213) 1923 4583</u> <small>TELEPHONE</small>

**NOTE: COMPLETE THE FOLLOWING:**

COUNCIL DIST. NO. 01

CHECK # 003207661 BOND REF # 16633

Received by SUSAN SUGAR

**DISTRIBUTION:**  
White—Office File  
Blue—Bureau of Accounting  
Pink—Bond Section  
Yellow—Depositor

**NOTICE:** Any change in the above party entitled to a refund will require execution of an assignment of funds by the above party in triplicate with notarized signature.

**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 install all required trees and shall pay all maintenance fees for each tree required to be planted 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 Engineering of the DEPARTMENT OF PUBLIC WORKS and shall be included in the permit fee deposit for the permit type determined by the Bureau of Engineering.

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.

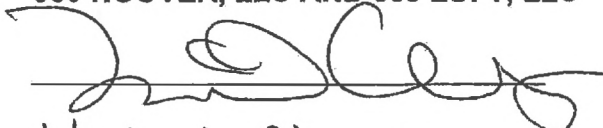
Continuation Sheet For:

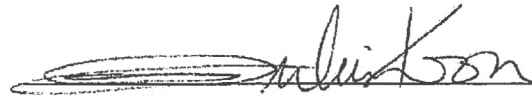
**SUBDIVISION IMPROVEMENT AGREEMENT AND CONTRACT**

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

IN WITNESS WHEREOF, this instrument has been duly executed by the above named SUBDIVIDER on Oct 4th, 2017.

**909 HOOVER, LLC AND 909 LOFT, LLC**

  
Michael Chang  
909 Hoover LLC

  
Julie Kwon  
909 Loft. LLC

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

District Design Office: **CENTRAL**

Council District No.: **01**

Date Issued: **10/04/2017**

Location: **909 S. HOOVER ST.- HOOVER ST. (W/S) FROM 39' TO 155' (SO) JAMES M. WOOD BLVD (TRACT NO: 73692-SL)**

## ACKNOWLEDGMENT

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State of California  
County of Los Angeles )

On October 4, 2017 before me, Kyung Hee Ha, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)

