

Office of the City Engineer

Los Angeles, California

To The Honorable Council

Of the City of Los Angeles

OCT 20 2010

Honorable Members:

C.D. No. 7

SUBJECT:

Final Map of Tract No. 62910

RECOMMENDATIONS:

Approve the final map of Tract No. 62910, located at 9001 Burnet Avenue, lying Southerly of Memory Park Avenue and accompanying Subdivision Improvement Agreement and Contract with security documents.

FISCAL IMPACT STATEMENT

The subdivider has paid a fee of \$ 6,812.50 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. 62910.
2. Unnumbered file for Tract No. 62910.
3. Subdivision Improvement Agreement and Contract with attached security documents.

DISCUSSION:

The Advisory Agency conditionally approved the tentative map of Tract No. 62910 on August 24, 2005 for a maximum 43-unit residential condominium project.

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

Ordinance No. 177222, adopted December 13, 2005 placed an area including the tract map in the (T)(Q)R3-1 and (T)(Q)RD1.5 zone, as approved by the Council under Council File No. 05-2380. Filing of the final map will effectuate the rezoning of the tract map area.

The conditions of approval for the tract map have been fulfilled including payment of the Recreation and Parks Fee in the amount of \$ 156,993.00. 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 August 24, 2017.

The subdivider and engineer / surveyor for this subdivision are:

Subdivider

Burnet Project Development, LLC
17725 Vanowen Street
Reseda, CA 91335

Report prepared by:
Land Development Group

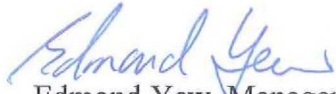
Joseph Gnade
Civil Engineer
Phone: 213-202-3493

EY/ka
Tr. 62910

Engineer

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

Respectfully submitted,


Edmond Yew, Manager
Land Development Group
Bureau of Engineering

APPROVED FOR THE
CITY ENGINEER BY
Dingola
BOND CONTROL

ACCEPTED
RISK MANAGEMENT
CITY ADMINISTRATIVE OFFICE
CA0070256
7-10-07

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 **BURNET 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. 62910 ALSO INLCUDES APCNV 2005-2791-ZC-ZV-ZAA

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 **EIGHTY TWO THOUSAND AND NO/100 Dollars (\$82,000.00)**.

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

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

Continuation Sheet For:

SUBDIVISION IMPROVEMENT AGREEMENT AND CONTRACT

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

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

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

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

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

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

Continuation Sheet For:

SUBDIVISION IMPROVEMENT AGREEMENT AND CONTRACT

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

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

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

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

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

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

Continuation Sheet For:

SUBDIVISION IMPROVEMENT AGREEMENT AND CONTRACT

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

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

BURNET PROJECT DEVELOPMENT, LLC

By: Cal-West Developers, Inc.

Managing Member

By: 

Akram S. Ghobrial
President

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

District Design Office: **VALLEY**

Council District No.:

Date issued: **07/01/2007**

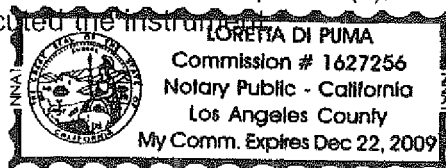
Location: **9001 BURNET AVE**

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF Los Angeles }

On 07-09-07 before me, Loretta Di Puma
A Notary Public personally appeared
Akram S. Ghobrial

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



WITNESS my hand and official seal.

Signature Loretta Di Puma

(NOTARY SEAL)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT.

Title of Document Type _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

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 7-6-, 20 07.

Principal Signatories

BURNET PROJECT DEVELOPMENT, LLC

By: Cal-West Developers, Inc.

Managing Member

By: 
Akram S. Ghobrial, President

SURETY: SureTec Insurance Company

By:  (Attorney-in-Fact)

David Noodle, Attorney-in-fact

Surety's Address: 3033 5th. Ave., Ste. 300 San Diego, Ca. 92103

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF Los Angeles }

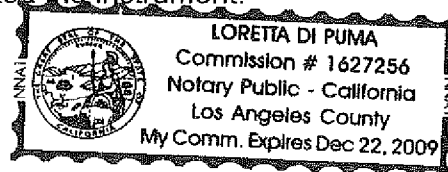
On 07-09-07 before me, Loretta D. Puma
a Notary Public personally appeared
Akram S. Ghobrial

~~personally known to me~~ (or 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.

WITNESS my hand and official seal.

Signature

Loretta D. Puma



(NOTARY SEAL)

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Los Angeles)

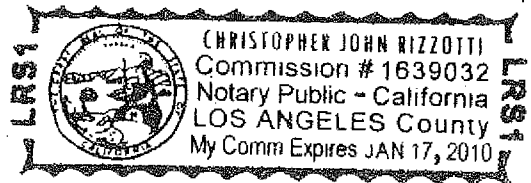
On 7-6-2007 before me, Christopher John Rizzotti - notary public
(here insert name and title of the officer)

personally appeared David Noddle

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

WITNESS my hand and official seal.

Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

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.

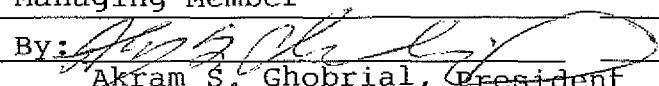
IN WITNESS WHEREOF, this instrument has been duly executed by the above named PRINCIPAL and SURETY on 7-6-, 20 07.

Principal Signatories

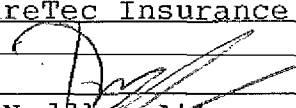
Principal Signatories

BURNET PROJECT DEVELOPMENT, LLC

By: Cal-West Developers, Inc.
Managing Member

By: 
Akram S. Ghobrial, President

SURETY: SureTec Insurance Company

By:  (Attorney-in-Fact)

David Noddle, Attorney-in-fact

Surety's Address: 3033 5th. Ave., Ste. 300 San Diego, Ca. 92103

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF Los Angeles }

On 07-09-07 before me, Loretta D. Puma
Notary Public personally appeared
Alicam S. Ghomral

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

WITNESS my hand and official seal.

Signature Loretta D. Puma



(NOTARY SEAL)

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

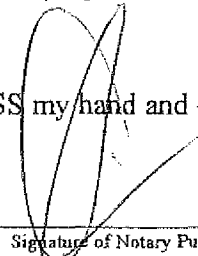
County of Los Angeles)

On 7-6-2007 before me, Christopher John Rizzotti - notary public
(here insert name and title of the officer)

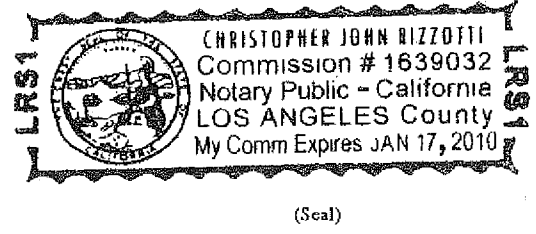
personally appeared David Noddle

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WITNESS my hand and official seal.



Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT
_____ (Title or description of attached document)
_____ (Title or description of attached document continued)
Number of Pages _____ Document Date _____
_____ (Additional information)

CAPACITY CLAIMED BY THE SIGNER
<input type="checkbox"/> Individual (s) <input type="checkbox"/> Corporate Officer _____ (Title)
<input type="checkbox"/> Partner(s) <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Other _____

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David Noddle

of Tarzana, CA its true and lawful Attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/08 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

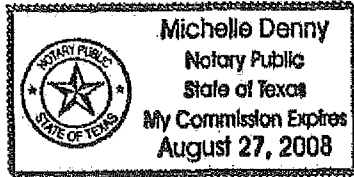
In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 20th day of June, A.D. 2005.



SURETEC INSURANCE COMPANY
By: [Signature]
B.J. King, President

State of Texas ss:
County of Harris

On this 20th day of June, A.D. 2005 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Michelle Denny
Michelle Denny, Notary Public
My commission expires August 27, 2008

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power-of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 6th day of July, 20 07, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

**State of California
Secretary of State**



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) was prepared by and in this office from the record on file, 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



APR - 5 2007

DEBRA BOWEN
Secretary of State

L



State of California
Secretary of State

STATEMENT OF INFORMATION 91
(Limited Liability Company)

Filing Fee \$20.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. LIMITED LIABILITY COMPANY NAME (Please do not enter a proprietor)

BURNET PROJECT DEVELOPMENT, LLC

FILED
In the office of the Secretary of State
of the State of California

APR 05 2007

\$600

This Space For Filing Use Only

DUE DATE APR 19 2007

FILE NUMBER AND STATE OR PLACE OF ORGANIZATION

2. SECRETARY OF STATE FILE NUMBER
200702010320

3. STATE OR PLACE OF ORGANIZATION
California

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY AND STATE	ZIP CODE
17725 Vanowen Street	Reseda, CA	91335

5. CALIFORNIA OFFICE WHERE RECORDS ARE MAINTAINED (DOMESTIC ONLY)	CITY	STATE	ZIP CODE
17725 Vanowen Street	Reseda, CA	CA	91335

NAME AND COMPLETE ADDRESS OF THE CHIEF EXECUTIVE OFFICER, IF ANY

6. NAME	ADDRESS	CITY AND STATE	ZIP CODE
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NAME AND COMPLETE ADDRESS OF ANY MANAGER OR MANAGERS, OR IF NONE HAVE BEEN APPOINTED OR ELECTED, PROVIDE THE NAME AND ADDRESS OF EACH MEMBER (Attach additional pages, if necessary.)

7. NAME	ADDRESS	CITY AND STATE	ZIP CODE
Akram S. Ghobrial	17725 Vanowen Street - Reseda,	CA	91335

8. NAME	ADDRESS	CITY AND STATE	ZIP CODE
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9. NAME	ADDRESS	CITY AND STATE	ZIP CODE
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AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California address. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporation Code section 1505 and Item 11 must be so blank.)

10. NAME OF AGENT FOR SERVICE OF PROCESS
Akram S. Ghobrial

11. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
17725 Vanowen Street	Reseda	CA	

TYPE OF BUSINESS

12. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY
Real Estate Development

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

Cal-West Developers, Inc.
By: Akram S. Ghobrial
President

Akram S. Ghobrial

Managing Member



TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

SIGNATURE

TITLE

DATE

UP-2 (REV 7/05)

APPROVED BY SECRETARY OF STATE



State of California Secretary of State

LIMITED LIABILITY COMPANY ARTICLES OF ORGANIZATION

200702010820

File #

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

JAN 19 2007

A \$70.00 filing fee must accompany this form.

IMPORTANT - Read instructions before completing this form.

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

1. NAME OF LIMITED LIABILITY COMPANY

Bumet 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 SEVERELY ABLEA 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 1503 and item 3 must be completed (leave item 4 blank).)

3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS

Akram Shawky Ghobrial

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

17725 Vanowen Street Reseda CA 91335

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.

Signature of organizer: JIM WERTER, Attorney-in-fact for Akram Ghobrial. DATE: 1/6/07

JIM WERTER, Attorney-in-fact for Akram Shawky Ghobrial
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.)

8. NAME: Akram Shawky Ghobrial
FIRM:
ADDRESS: 17725 Vanowen Street
CITY/STATE/ZIP: Reseda, CA 91335



LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

BURNET PROJECT DEVELOPMENT, LLC

A CALIFORNIA LIMITED LIABILITY COMPANY

Dated as of January 15, 2007

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BURNET PROJECT DEVELOPMENT, LLC

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

This Limited Liability Company Operating Agreement (the "Agreement") is made as of January 15, 2007, by **CAL-WEST DEVELOPERS, INC.**, a California Corporation ("Cal-West") and **SHAWKY MAKRAM GHOBRIAL**, an individual ("Shawky") regarding the following:

RECITALS

On January 15, 2007 Cal-West and Shawky formed a limited liability company (the "LLC") under the (California) Beverly-Killea Limited Liability Company Act as enacted in Title 2.5 (starting with Section 17000) of the California Corporations Code. Based on the provisions below, it is agreed:

ARTICLE 1
DEFINITIONS

1.1 ADJUSTED CAPITAL ACCOUNT DEFICIT. "Adjusted Capital Account Deficit" means, as to a Member, any deficit balance in a Member's Capital Account at the end of a Fiscal Year, after these adjustments:

1.1.1 increase the Capital Account by any amount which the Member must contribute to the LLC (under this Agreement or otherwise) or is deemed to be obligated to contribute under Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

1.1.2 reduce the Capital Account by the amount of the items in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

1.2 AFFILIATE. "Affiliate" means, as to a specific Person, (i) the Principal of the Person, (ii) any Person directly or indirectly controlling, controlled by or under common control with the Person, (iii) ~~any Person owning or controlling 10% or more of the outstanding voting interests of the Person, and~~ (iv) any relative or spouse of the Person.

1.3 AGREEMENT. "Agreement" means this Operating Agreement, as originally executed and as it may be amended, as the context requires. Words such as "herein", "hereinafter", "hereto", "hereby" and "hereunder", when used regarding this Agreement, refer to the Agreement as a whole, unless the context otherwise requires.

1.4 ARTICLES OF ORGANIZATION. "Articles of Organization" means the articles of organization filed with the California Secretary of State to form the LLC.

1.5 AVAILABLE CASH FLOW. "Available Cash Flow" means, as to a Fiscal Year or other period, the sum of all cash receipts of the LLC from all sources, less all cash disbursements (including loan repayments, capital improvements and replacements) and a reasonable allowance for Reserves, contingencies and anticipated obligations as determined by the Manager.

1.6 BUSINESS OF THE LLC. "Business of the LLC" has the meaning stated in Section 2.6 below.

1.7 CAPITAL ACCOUNT. "Capital Account" of a Member has the meaning stated in Section below.

1.8 CAPITAL CONTRIBUTION. "Capital Contribution" has the meaning stated in Article 3 below.

1.9 CODE. "Code" means the Internal Revenue Code of 1986, as amended, or any corresponding provision(s) of any succeeding law.

1.10 DEPRECIATION. "Depreciation" means, for a Fiscal Year or other period, an amount equal to the depreciation, amortization or other cost recovery reduction allowable with respect to an asset for that Fiscal Year or other period.

1.11 DISSOLUTION. "Dissolution" means (i) as to the LLC, the earlier of the date when (a) the LLC is terminated under the Statute, or any similar law enacted in lieu thereof, or (b) the LLC ceases to be a going concern, and (ii) as to a Member, the earlier of the date when (a) there is a Dissolution of the LLC or (b) the Member's entire interest in the LLC is terminated by a distribution or series of distributions by the LLC to the Member.

1.12 ECONOMIC INTEREST. "Economic Interest" means a Person's right to share in Net Profit, Net Loss or similar items of, and get distributions from, the LLC, but does not include any other rights of a Member including, without limitation, the right to vote or participate in managing the LLC or, except as stated in Section 9.4, any right to information about the business and affairs of the LLC.

1.13 FISCAL YEAR. "Fiscal Year" means the period January 1 through December 31.

1.14 LLC. "LLC" means Burnet Project Development, LLC

1.15 LLC INTEREST. "LLC Interest" or "Interest" means an ownership interest in the LLC, including an Economic Interest, the right to vote or participate in managing the LLC, and the right to information about the business and affairs of the LLC, as provided in this Agreement and the Statute.

1.16 LLC LOANS. "LLC Loans" means any loans or advances made by a Member to the LLC at the Member's option, without obligation to so do, to the extent the LLC does not have the resources (assets, credit or otherwise) to meet its obligations. LLC Loans shall bear interest at a rate set by the Member and the Manager.

1.17 LLC MINIMUM GAIN. "LLC Minimum Gain" means the amount determined by computing, as to each nonrecourse liability of the LLC, the amount of gain (of whatever character), if any, that would be realized by the LLC if it disposed (in a taxable transaction) of the Property subject to the liability in full satisfaction thereof, and then aggregating the amounts so computed as provided in Regulations Section 1.704-2(d).

1.18 MAJORITY IN INTEREST OF THE MEMBERS. "Majority in Interest of the Members," unless otherwise stated in the Agreement, means more than fifty percent (50%) of the interests of the Members in the current profits of the LLC.

1.19 MANAGER. "Manager" means the Person elected to manage the LLC under Section below. If the Members elect more than one Manager, all persons/entities elected shall be "Managers."

1.20 MEMBER NONRECOURSE DEBT. "Member Nonrecourse Debt" has the meaning stated in Regulations Section 1.704-2(b)(4).

1.21 MEMBER NONRECOURSE DEBT MINIMUM GAIN. "Member Nonrecourse Debt Minimum Gain" means an amount, as to each Member Nonrecourse Debt, equal to the LLC Minimum Gain that would result if the Member Nonrecourse Debt were treated as a nonrecourse liability of the LLC, determined under Regulations Sections 1.704-2(i)(2) and (3).

1.22 MEMBER NONRECOURSE DEDUCTIONS. "Member Nonrecourse Deductions" has the meaning stated in Regulations Section 1.704-2(i)(2). The amount of Member Nonrecourse Deductions as to a Member Nonrecourse Debt for a Fiscal Year of the LLC equals the excess (if any) of the net increase (if any) in the amount of Member Nonrecourse Debt Minimum Gain attributable to the Member Nonrecourse Debt in that Fiscal Year over the aggregate amount of any distributions in that Fiscal Year to the Member that bears (or is deemed to bear) the economic loss for the Member Nonrecourse Debt to the extent the distributions are from proceeds of Member Nonrecourse Debt and are allocable to an increase in Member Nonrecourse Debt Minimum Gain attributable to the Member Nonrecourse Debt, determined according to Regulations Section 1.704-2(i)(2).

1.23 MEMBER. "Member" means a Person who:

1.23.1 Has been admitted to the LLC as a Member under the Articles of Organization or this Agreement, or an assignee of an Interest, other than an Economic Interest, who has become a Member under Section 8.1.

1.23.2 Has not resigned, withdrawn or been expelled as a Member or, if not an individual, been dissolved.

~~"Member" means any one of the Members. "Initial Member" means any Member listed in Section 3.1.~~

1.24 NET CAPITAL CONTRIBUTIONS. "Net Capital Contributions" means the aggregate of a Member's Capital Contributions over the aggregate distributions previously made to the Member pursuant to Section 5.1.

1.25 NET PROFIT AND NET LOSS. "Net Profit" and "Net Loss" mean, for each Fiscal Year or other period, the amount of the LLC's taxable income or loss for the year or period, determined according to Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately under Code Section 703(a)(1) shall be included in taxable income or loss), with these adjustments:

1.25.1 Any income of the LLC that is exempt from federal income tax and not considered in computing Net Profit or Net Loss shall be added to taxable income or loss;

1.25.2 Any expenditures of the LLC described in Code Section 705(b)(2)(B) or treated as Code Section 705(b)(2)(B) expenditures under Regulations Section 1.704-

1(b)(2)(iv)(i) and not considered in computing Net Profit or Net Loss shall be deducted from taxable income or loss;

1.25.3 Gain or loss from any disposition of Property regarding which gain or loss is recognized for federal income tax purposes shall be computed based on the fair market value of the Property disposed of, even though the adjusted tax basis of the Property may differ from its fair market value;

1.25.4 In lieu of depreciation, amortization and other cost recovery method used to compute taxable income or loss, there shall be taken into account Depreciation for the Fiscal Year or other period, computed according to the subsection hereof entitled "Depreciation"; and

1.25.5 Notwithstanding any other provision of this subsection, any item of income, gain, loss or deduction that is specifically allocated shall not be considered in computing Net Profit or Net Loss.

1.26 **PERCENTAGE INTEREST.** The Initial Members' "Percentage Interests" are:

CAL-WEST	80.00%
SHAWKY	20.00%

	100.00%

1.27 **PERIOD OF DURATION.** "Period of Duration" shall have the meaning stated in Section below.

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

1.29 **PRINCIPAL.** "Principal" means the natural Person who ultimately controls a Member.

1.30 **PROPERTY.** "Property" means all assets of the LLC, tangible and intangible, or any part of them.

1.31 **REGULATIONS.** "Regulations" means federal income tax regulations promulgated by the Treasury Department under the Code, as amended from time to time. All references herein to a specific section of the Regulations shall include any corresponding provision of succeeding Regulations.

1.32 **RESERVES.** "Reserves" means funds set aside from Capital Contributions or gross cash revenues as reserves. Reserves shall be maintained in amounts reasonably deemed sufficient by the Manager for working capital and the payment of taxes, insurance, debt service, repairs, replacements, renewals, or other costs or expenses incident to the Business of the LLC or, alternatively, Dissolution of the LLC.

1.33 **SECRETARY OF STATE.** "Secretary of State" means the Secretary of State of California.

1.34 STATUTE. "Statute" means the (California) Beverly-Killea Limited Liability Company Act as codified in Title 2.5 (starting with Section 17000) of the Corporations Code of California, or any corresponding provision(s) of any succeeding law.

1.35 VOTE. Unless superseded by another Section of this Agreement, or required by Statute, Code or Regulations, each of the Initial Members shall have equal vote, with disputes resolved in all cases by the Managing Member, after good faith consultation with other Member(s), regardless of any other Member's Percentage Interest in the LLC.

1.35.1 Notwithstanding paragraph 1.34, the Majority In Interest of the Members may effect a dissolution of the LLC in the event a real estate investment or development deal has not been initiated within 24 months.

ARTICLE 2 PREFATORY MATTERS

2.1 FORMATION OF LLC. The LLC has been formed under the Statute by filing Articles of Organization with the Secretary of State.

2.2 NAME. The name of the LLC is "BURNET PROJECT DEVELOPMENT, LLC." The Members shall conduct the Business of the LLC under that name, or other or additional names as the Members may deem necessary or desirable, provided: (i) no name shall use the word "bank," "insurance," "trust," "trustee," "incorporated," "inc.," "corporation," "corp.," or any similar name or variation; (ii) the Members shall reasonably determine, before using a name, that the LLC is entitled to use the name and will not thereby infringe anyone's rights, or violate applicable law or governmental regulation; and (iii) the Members shall register the name under assumed or fictitious name statutes or similar laws of the places where the LLC operates.

2.3 PRINCIPAL OFFICE. The LLC shall have its principal place of business at 17725 Vanowen Street, Reseda, California 91335, or any other place agreed on by the Members.

~~**2.4 AGENT FOR SERVICE OF PROCESS.** The name and address of the LLC's agent for service of process is Cal-West Developers, Inc. whose address is 17725 Vanowen Street, Reseda, California 91335.~~

2.5 DURATION. The period of duration of the LLC ("Period of Duration") is thirty (30) years, starting on the date of filing the Articles of Organization, unless the LLC is terminated or dissolved sooner under this Agreement.

2.6 BUSINESS AND PURPOSE. The purpose of the LLC is to conduct any lawful activity for which an LLC may be formed under the Statute, including but not limited to publishing content for the internet, with affiliated services and products; provided, the LLC shall not do banking, insurance or trust company business.

ARTICLE 3 MEMBERS AND CAPITAL CONTRIBUTIONS

3.1 NAMES AND ADDRESSES OF INITIAL MEMBERS. The Initial Members are:

3.1.1 CAL-WEST DEVELOPERS, INC., a California Corporation whose address is 17725 Vanowen Street, Reseda, California 91335.

3.1.2 SHAWKY MAKRAM GHOBRIAL, an individual whose address is 17725 Vanowen Street, Reseda, CA.

3.2 CONTRIBUTIONS. The Initial Members shall contribute as follows to the LLC:

3.2.1 CAL-WEST shall contribute the land to be developed by the LLC.

3.2.1 SHAWKY shall contribute Ten Thousand (\$10,000).

3.3 ADDITIONAL CONTRIBUTIONS. Except as expressly stated herein, no Member shall be required to (a) make any further Capital Contribution, (b) make any loan, or (c) cause money or other assets to be lent to the LLC.

3.4 RIGHTS REGARDING CAPITAL.

3.4.1 LLC CAPITAL. No Member shall have the right to withdraw, or receive any return of his or her Capital Contribution, and no Capital Contribution may be returned in a form other than cash except as expressly stated herein.

3.4.2 NO INTEREST ON CAPITAL CONTRIBUTIONS. Except as expressly stated herein, no Capital Contribution of a Member shall bear interest or otherwise entitle the Member to any compensation for use of the contributed capital.

3.4.3 ESTABLISHING CAPITAL ACCOUNTS. A separate capital account ("Capital Account") shall be kept for each Member. For book purposes, each Capital Account will be separated into a contribution account and an income (loss) account, and be kept according to generally accepted accounting principles. Sections 3.6 and 3.7 below describe the accounting treatment for tax purposes of the Capital Accounts.

3.5 GENERAL RULES FOR ADJUSTING CAPITAL ACCOUNTS. The Capital Account of each Member shall be:

3.5.1 INCREASES. Increased by:

(i) The Member's cash contributions;

(ii) The agreed fair market value of property or services contributed by the Member (net of liabilities secured by the contributed property that the LLC is deemed to assume or take subject to under Code Section 752);

(iii) All items of LLC income and gain (including income and gain exempt from tax) allocated to the Member under Article 4 or other provisions of this Agreement; and

3.5.2 DECREASES. Decreased by:

(i) All cash distributed to the Member;

(ii) The agreed fair market value of all actual and deemed distributions of property made to the Member under to this Agreement (net of liabilities secured by the distributed property that the Member is deemed to assume or take subject to under Code Section 752);

(iii) All items of LLC deduction and loss allocated to the Member under Article 4 or other provisions of this Agreement.

3.6 SPECIAL RULES FOR CAPITAL ACCOUNTS.

3.6.1 TIME TO ADJUST CAPITAL CONTRIBUTIONS. In computing the balance in a Member's Capital Account, no credit shall be given for a Capital Contribution until it is actually made or deemed made. "Capital Contribution" refers to the total amount of cash and the agreed fair market value (net of liabilities) contributed to the LLC by a Member, and any later contributions of cash and the agreed fair market value (net of liabilities) of any other property later contributed by the Member.

3.6.2 INTENT TO COMPLY WITH TREASURY REGULATIONS. Sections 3.6 and 3.7 and the other provisions of this Agreement regarding maintaining Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied to be consistent with that Section. To the extent these provisions are inconsistent with the Regulations Section or incomplete as to it, Capital Accounts shall be maintained according to the Regulations Section.

3.7 TRANSFEREE'S CAPITAL ACCOUNT. If a Member, or holder of an Economic Interest, transfers an Interest according to this Agreement, the transferee shall acquire the Capital Account of the transferor to the extent it relates to the transferred Interest.

ARTICLE 4 **ALLOCATING PROFITS AND LOSSES**

~~4.1 ALLOCATING NET PROFITS AND LOSSES.~~ Except as otherwise stated in this Article 4, Net Profit and Net Loss of the LLC in each Fiscal Year shall be allocated to Members as follows:

4.1.1 NET PROFIT. Net Profit shall be allocated to each member according to the Percentage Interest of the Member:

4.1.2 NET LOSS. Except as otherwise stated in this Article 4, Net Loss shall be allocated, to the Members, pro rata, according to their Percentage Interests; provided, if and to the extent the allocation of Net Loss in this way would cause a Member to have an Adjusted Capital Account Deficit at the end of the Fiscal Year, then the Net Loss shall instead be allocated to the Member with the largest Percentage Interest.

4.2 OTHER ALLOCATIONS. Except as otherwise stated in this Agreement, all items of LLC income, gain, loss, deduction, and any other allocations not otherwise provided for, shall be allocated to the Members in the same proportions as they share Net Profits and Losses.

4.3 QUALIFIED INCOME OFFSET. If any Member unexpectedly receives an adjustment, allocation or distribution described in clauses (4), (5) or (6) of Regulations Section 1.704-1(b)(2)(ii)(d), items of LLC income shall be specially allocated to the Member in an amount and way so as to eliminate the Adjusted Capital Account Deficit created by the adjustment, allocation or distribution as fast as possible. This Section 4.3 is intended to cause a "qualified income offset" within the meaning of Regulations Section 1.704-1(b)(2)(ii)(d)(3).

4.4 MINIMUM GAIN CHARGEBACK. If there is a net decrease in LLC Minimum Gain in a Fiscal Year, each Member will be allocated, before any other allocation under this Article 4, items of income and gain for the Fiscal Year (and if necessary, later years) in proportion to and to the extent of an amount equal to the Member's share of the net decrease in LLC Minimum Gain determined according to Regulations Section 1.704-2(g)(2). This Section 4.4 is intended to comply with, and shall be applied consistently with, the "minimum gain chargeback" provisions of Regulations Section 1.704-2(f).

4.5 MEMBER NONRECOURSE DEBT MINIMUM GAIN CHARGEBACK. Notwithstanding any other provision of this Article 4, except Section 4.4, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt in any Fiscal Year of the LLC, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to the Member Nonrecourse Debt, determined according to Regulations Section 1.704-2(i)(5), shall be specially allocated items of LLC income and gain for the year (and, if necessary, later years) in an amount equal the Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to the Member Nonrecourse Debt, determined according to Regulations Section 1.704-2(i)(4). Allocations under the prior sentence shall be in proportion to the respective amounts required to be allocated to each Member pursuant thereto. Items to be allocated shall be determined according to Regulations Section 1.704-2(i)(4). This Section 4.5 is intended to comply with a minimum gain chargeback requirement of that Section of the Regulations and shall be interpreted consistently with it.

4.6 MEMBER NONRECOURSE DEDUCTIONS. Any Member Nonrecourse Deductions for a Fiscal Year or other period shall be allocated to the Member who bears (or is deemed to bear) the economic risk of loss as to the Member Nonrecourse Debt to which the Member Nonrecourse Deductions relate, according to Regulations Section 1.704-2(i)(2).

4.7 SPECIAL ALLOCATIONS. Any special allocations of Net Profit under Sections 4.4, 4.5 and 4.6 shall be considered in computing later allocations of Net Profit under Section 4.1, so that the net amount of any items allocated and the gain, loss and any other item allocated to each Member under Section 4.1 shall, to the extent possible, equal the net amount that would have been allocated to each Member under this Article if the special allocations had not occurred.

4.8 FEES TO MEMBERS OR AFFILIATES. Notwithstanding Section 4.1, if any fees, interest or other amounts paid to any Member or Affiliate under this Agreement, or any other agreement between the LLC and any Member or Affiliate providing for the payment of such amount, and deducted by the LLC in reliance on Section 707(a) and/or 707(c) of the Code, are disallowed as deductions to the LLC on its federal income tax return and are treated as LLC distributions, then

4.8.1 the Net Profit or Net Loss, as the case may be, for the Fiscal Year in which the fees, interest, or other items were paid shall be increased or decreased, as necessary, by the amount of the fees, interest, or other items that are treated as LLC distributions; and

4.8.2 there shall be allocated to the Member to whom (or to whose Affiliate) the fees, interest or other items were paid, before the allocations under Section 4.1, gross income for the Fiscal Year equal to the fees, interest or other items that are treated as LLC distributions.

4.9 **SECTION 704(c) ALLOCATION.** Any item of income, gain, loss and deduction with respect to any property (other than cash) that has been contributed by a Member to the capital of the LLC and which is required or permitted to be allocated to the Member for income tax purposes under Code Section 704(c) so as to take into account the variation between the tax basis of the property and its fair market value at the time of contribution shall be allocated to the Member solely for income tax purposes in the manner required or permitted.

ARTICLE 5 DISTRIBUTIONS

5.1 **AVAILABLE CASH FLOW.** Available Cash Flow of the LLC shall be distributed to Members according to the following priority and agreements:

5.1.1 **FIRST.** Pro rata among the Members, in the ratio of the principal loan balances outstanding, until all the accrued but unpaid interest on all LLC Loans, if any, has been paid, and then the principal amounts thereof.

5.1.2 **SECOND.** To the Members, *pari passu*, on a pro rata basis, until all Net Capital Contributions are reduced to zero.

5.1.3 **THIRD.** To the Members according to their Percentage Interests at the time of distribution.

ARTICLE 6 RIGHTS, DUTIES, OBLIGATIONS AND COMPENSATION OF MANAGERS AND OFFICERS

6.1 **MANAGER.** The LLC shall be managed by CAL-WEST (the "Manager"). It shall have the rights, duties and powers stated in this Agreement.

6.1.1 **DUTIES OF MANAGER.** The Manager is the general manager and chief executive officer of the LLC and has, subject to control of the Members, general supervision, direction and control of the business of the LLC. The Manager shall preside at all meetings of the Members. The Manager shall have the general powers and duties of management normally vested in a president of a corporation, and such other powers and duties as may be prescribed by the Members. "Manager" as used in this Agreement, other than in Section 6.2, shall mean the Person who alone has the powers and duties stated in this Section 6.1.1.

6.1.4 REMOVAL AND RESIGNATION. A Manager or other officer may be removed, only for good cause, or by the Majority Interest in the Members, pursuant to 1.35.1 A Manager or other officer may resign any time without prejudicing any rights of the LLC under any contract to which the Manager or other officer is a party, by giving written notice to the Members, or to the Manager, as applicable. A resignation shall take effect on the date of receipt of the notice or at any later time stated in it; and, unless stated in it, acceptance of the resignation shall not be necessary to make it effective.

6.1.5 VACANCIES. A vacancy in an office due to death, resignation, removal, disqualification or any other cause shall be filled by a Vote of the Members naming a successor who shall serve for the unexpired term.

6.2 CO-MANAGERS. If at any time the Members by Vote decide to have more than one Manager, the Managers shall be elected under Section 6.1.2 and be subject to removal under Section 6.1.4. Each Manager shall have the right to resign provided in Section 6.1.4, and any vacancy in a Manager position shall be filled under Section 6.1.5. The following provisions of this Section 6.2 shall govern how Managers shall manage the Business of the LLC if the Members elect more than one Manager.

6.2.1 Managers shall share the duties described in Section 6.1.1.

6.2.2 Meetings of the Managers shall be held at the principal office of the LLC, unless another place is designated in the notice of meeting. Managers may participate in a meeting by conference telephone or similar communication equipment so long as all Managers attending the a meeting can hear each other. Accurate minutes of any meeting of Managers shall be maintained by the officer designated by the Managers to do so.

6.2.3 Regular meetings of the Managers shall be held immediately after adjournment of the annual meeting of the Members at which the Managers are elected. No notice need be given of such regular meetings.

6.2.4 Special meetings of the Managers for any reason may be called any time by any Manager. ~~At least forty-eight (48) hours notice of the time and place of a special meeting of Managers shall be delivered personally to the Managers or personally communicated to them by an officer of the LLC by telephone, facsimile or mail. If notice is sent to a Manager by letter, it shall be sent to his last known business address in the records of the LLC. If notice is mailed, it shall be put in the United States mail, first-class postage prepaid, where the principal office of the LLC is located at least four (4) days before the meeting. Telephoning, faxing, mailing or delivery as above stated shall be due, legal and personal notice to the Manager.~~

6.2.5 In case of a special meeting which was not duly called or noticed under Section 6.2.4, all transactions carried out at the meeting are as valid as if at a meeting regularly called and noticed if: (i) all Managers are there and sign a written consent to holding the meeting, or (ii) a majority of the Managers are there, and those not there sign a waiver of notice of meeting, a consent to holding the meeting, or an approval of the minutes, before or after the meeting, which waiver, consent or approval shall be kept with the records of the LLC, or (iii) a Manager attends a meeting without notice and does not protest before the meeting or at its start that notice was not duly given.

6.2.6 Any action required or permitted to be taken by the Managers may be taken without a meeting, with the same effect as if voted on by the Managers at a meeting duly called and noticed, if authorized by a writing signed individually or collectively by all, but not less than all, the Managers. Such consent shall be kept with the records of the LLC.

6.2.7 A majority of all incumbent Managers shall be necessary to constitute a quorum to conduct business at any meeting of the Managers and, except as otherwise stated in this Agreement or the Statute, the action of a majority of the Managers at any meeting at which there is a quorum, when duly assembled, is valid. A meeting at which a quorum is initially present may continue to conduct business, notwithstanding the departure of any Manager, if the action is approved by a majority of the required quorum for the meeting.

6.3 LIMITS ON RIGHTS AND POWERS. Except by unanimous written consent of the Members, neither the Manager nor any other officer of the LLC shall have power to:

6.3.1 Make or commit to any agreement, contract, commitment or obligation on behalf of the LLC requiring any Member or Principal to find additional capital, make or guarantee a loan, or increase his personal liability to the LLC or third parties;

6.3.2 Receive or permit a Member or Principal to receive a fee or rebate, or participate in any reciprocal business arrangement that would have the effect of circumventing these provisions;

6.3.3 Materially alter the Business, or deviate from any approved business plan, of the LLC as set forth in this Agreement;

6.3.4 Permit or cause the LLC to put title to any Property in the name of a nominee;

6.3.5 Permit the LLC's funds to be commingled with those of any other Person;

6.3.6 Do any act that contravenes this Agreement;

6.3.7 Do any act which would make it impossible to carry on the Business of the LLC;

6.3.8 Confess a judgment against the LLC;

6.3.9 Possess Property, or assign rights in specific Property, for other than an LLC purpose;

6.3.10 Admit any person as a Member, except as provided in this Agreement;

6.3.11 Sell, lease, pledge, hypothecate or give a security interest in any Property, except in the ordinary course of business;

6.3.12 Attempt to dissolve or withdraw from the LLC; and

6.3.13 Invest or reinvest any proceeds from operating the LLC, or the sale, refinancing or other disposition of any Property.

6.4 COMPENSATION OF MANAGER. The LLC shall pay the Manager a salary and other benefits approved by the Members. The LLC shall reimburse the Manager for any expense paid by the Manager that properly is that of the LLC.

6.5 COMPENSATION OF MEMBERS. Except as expressly permitted by this Agreement or other written agreement, the LLC shall pay no compensation to a Member or any Principal of a Member for services to the LLC.

6.6 EXPENSE REIMBURSEMENT. The LLC shall reimburse Members for any expense paid by them that properly is that of the LLC, as approved by the Manager.

ARTICLE 7 MEMBERS' MEETINGS

7.1 PLACE OF MEETINGS. Meetings of the Members shall be held at the principal office of the LLC, unless another appropriate and convenient place, in or outside California, is designated for that purpose by the Manager.

7.2 ANNUAL MEETINGS. A meeting of the Members shall be held yearly on the anniversary of the date of this Agreement, at 10:00 a.m. If the day is a legal holiday, the meeting shall be on the next business day, at the same time. At this meeting, Members shall elect the Manager (or Managers) and conduct any other business properly brought before the meeting.

7.3 SPECIAL MEETINGS. Special meetings of the Members may be called at any time by the Manager or by one or more Members holding an aggregate of more than ten percent (10%) of the Percentage Interests. Upon receipt of a written request, which may be mailed or delivered personally to the Manager, by any Person entitled to call a special meeting of Members, the Manager shall cause notice to be given to the Members that a meeting will be held at a time requested by the Person or Persons calling the meeting, which shall be not less than ten (10) nor more than sixty (60) days after receipt of the request. If notice is not given within twenty (20) days after receipt of the request, the Persons calling the meeting may give notice of it as provided by this Agreement.

7.4 NOTICE OF MEETINGS. Except as provided in Section 7.3 for special meetings, notice of meetings shall be given to the Members in writing not less than ten (10) nor more than sixty (60) days before the date of the meeting by the Manager. Notices of regular and special meetings shall be given personally, by mail or by facsimile, and shall be sent to each Member's last known address in the books of the LLC. Notice shall be deemed given when delivered personally, placed in the mail, or sent by facsimile. Notice of any meeting shall state the place, day and hour of the meeting, and (i) if a special meeting, the general nature of the business to be transacted, or (ii) if an annual meeting, the matters that the Manager, at the time of mailing, plans to present to the Members.

7.5 VALIDATING MEMBERS' MEETINGS. The transactions of a meeting of Members which was not called or noticed pursuant to Section 7.3 or 7.4 shall be valid as though transacted at a meeting duly held after regular call and notice, if the Managing Member is present and Members with an aggregate of fifty-one percent (51%) or more of Percentage Interests are there, and if, before or after the meeting, each Member entitled to vote but not present (in person or by proxy, as defined in the Statute) signs a written waiver of notice, a consent to holding the

meeting, or an approval of the minutes. All waivers, consents or approvals shall be kept with the records of the LLC. Attendance shall constitute a waiver of notice, unless objection is made.

7.6 ACTIONS WITHOUT A MEETING.

7.6.1 Any action which may be taken at any annual or special meeting of Members may be taken without a meeting and without prior notice if a consent in writing, stating the action taken, is signed by Members holding in the aggregate a number of votes equal to or greater than the Vote, unless a lesser vote is provided for by this Agreement or Statute; provided, however, any action which by the terms of this Agreement or Statute is required to be taken with a greater vote of the Members may only be taken by a written consent signed by Members holding the requisite number of votes.

7.6.2 Unless the consents of all Members have been given in writing, notice of any approval made by the Members without a meeting by less than unanimous written consent shall be given at least ten (10) days before consummation of the action authorized by the approval. Any Member giving a written consent may revoke it by a writing received by the LLC before the time that written consents of Members required to authorize the proposed action have been filed with the LLC. Revocation is effective upon receipt by the LLC.

7.7 QUORUM AND EFFECT OF VOTE. Each Member shall have a total votes equal to the Percentage Interest held by the Member, provided that if, under the Statute or this Agreement, a Member is not entitled to vote on a certain matter, then the Member's votes and Percentage Interest shall not be considered in determining if a quorum is present, or if approval by Vote of the Members has been obtained, in respect of that matter. Members with an aggregate of fifty-one percent (51%) or more of Percentage Interests shall constitute a quorum at all meetings of Members for the transaction of business, and the Vote of Members shall be required to approve any action, unless a greater vote is required or a lesser vote is permitted by this Agreement or the Statute.

ARTICLE 8 **RESTRICTIONS ON TRANSFER OR CONVERSION** **OF LLC INTERESTS, ADDITIONAL CAPITAL** **CONTRIBUTIONS; ADMISSION OF NEW MEMBERS**

8.1 TRANSFER OR ASSIGNMENT OF MEMBER'S INTEREST. The Interest of each Member, and the Economic Interest of a Person not a Member constitute personal property of the Member or Economic Interest holder. No Member or Economic Interest holder has any interest in the Property.

8.1.1 A Member's Interest or an Economic Interest may be transferred or assigned only as stated in this Agreement.

8.1.2 No transfer, hypothecation, encumbrance or assignment ("Transfer") of a Member's Interest, or a part of it, in the LLC will be valid absent the consent of a the Managing Member and Majority in Interest of Members, other than the Member seeking to transfer the Interest.

8.1.3 A Transfer of an Economic Interest may be done without the consent of other Members or the Manager. A holder of an Economic Interest shall have no right to participate in managing the business or affairs of the LLC or become a Member of it.

8.2 VOID TRANSFERS. A Transfer of an Interest which does not satisfy Section shall only effect a Transfer of an Economic Interest, and the transferring Member shall remain obligated under all the terms of this Agreement.

8.3 ADDITIONAL CAPITAL. In the Period of Duration, each Member shall be required to make additional Capital Contributions to the LLC if the contributions are approved by Members with an aggregate of seventy-five percent (75%) or more of Percentage Interests.

8.3.1 Each Member shall be obligated to contribute additional capital equal to the Member's Percentage Interest times the total Capital Contribution required of all Members.

8.3.2 The Members' Percentage Interests shall be adjusted to reflect any Member's failure to make an additional Capital Contribution.

8.3.3 A Member who fails to contribute some or all of the required additional capital shall be in default of this Agreement and have no right to participate in managing the business and affairs of the LLC, but the Member shall not forfeit his right to distributions and Net Profit and Net Loss allocations.

8.4 ADMITTING NEW MEMBERS. A new Member may be added to the LLC only upon the consent of a Majority in Interest of the Members.

8.4.1 The Capital Contribution to be made by a new Member shall be decided by a vote of all existing Members.

8.4.2 A new Member shall not be admitted to the LLC until the Capital Contribution required of the Person has been made and he has become a party to this Agreement.

ARTICLE 9
BOOKS, RECORDS, REPORTS AND BANK ACCOUNTS

9.1 MAINTAINING BOOKS AND RECORDS. The LLC shall maintain its books and records according to generally accepted accounting principles, and shall give reports to the Members according to prudent business practice and the Statute. There shall be kept at the principal office of the LLC, and at the office of the LLC specified in Section 2.4, if different, the following:

9.1.1 A current list of the full name and last known business or residence address of each Member and each holder of an Economic Interest in the LLC, in alphabetical order, along with the Capital Contributions and share in Net Profit and Net Loss of each Member and holder of an Economic Interest;

9.1.2 A current list of the full name and business or residence address of each Manager;

9.1.3 The Articles of Organization and any amendments to it, along with any powers of attorney pursuant to which the Articles of Organization and any amendments were executed;

9.1.4 The LLC's federal, state and local income tax or information returns and reports, if any, for the last six Fiscal Years;

9.1.5 This Agreement and any amendments to it, along with any powers of attorney pursuant to which this Agreement and any amendments were executed;

9.1.6 Financial statements of the LLC, if any, for the last six Fiscal Years;

9.1.7 The LLC's books and records that relate to its internal affairs for at least the current and past four Fiscal Years;

9.1.8 All minutes, actions by written consent, consents to action and waivers of notice to Members and Member Votes, actions and consents; and

9.1.9 Any other information required to be kept by the LLC pursuant to Statute.

9.2 ANNUAL ACCOUNTING. Within 120 days after the end of each Fiscal Year of the LLC, it shall (i) cause to be prepared and provide to each Member a balance sheet and income statement for the prior Fiscal Year of the LLC (or part of it) in conformity with generally accepted accounting principles and (ii) provide the Members all information necessary for them to prepare their federal and state tax returns.

9.3 INSPECTION AND AUDIT RIGHTS. Each Member and each holder of an Economic Interest in the LLC who is not a Member has the right, on reasonable request, for purposes reasonably related to the interest of that Person, to inspect and copy during normal business hours any LLC books and records required to be kept under Section 9.1. This right may be exercised by the Person, his agent or attorney. Any Member may require a review and/or audit of the books, records and reports of the LLC. The determination of the Manager as to adjustments to financial reports, books, records and returns of the LLC, absent fraud or gross negligence, shall be final and binding on the LLC and its Members.

9.4 RIGHTS OF MEMBERS AND NONMEMBERS. At the request of a Member or holder of an Economic Interest who is not a Member, for purposes reasonably related to the interest of that Person, the Manager shall promptly deliver to the Member or holder of an Economic Interest, at the expense of the LLC, a copy of this Agreement and a copy of the information listed in Sections 9.1.1, 9.1.2 and 9.1.4 above.

9.5 BANK ACCOUNTS. Bank accounts of the LLC shall be maintained in such banks as the Manager shall determine.

9.6 TAX MATTERS HANDLED BY MANAGERS. A Manager who is also a Member or, if no Manager is a Member, a Member or an officer of a corporate Member, shall be designated "Tax Matters Partner" (as defined in Code Section 6231), to represent the LLC (at its expense) regarding all examinations of the LLC's affairs by tax authorities, including any judicial and administrative proceedings, and to spend LLC funds for professional services and related costs. As "Tax Matters Partner," that Person shall oversee the LLC tax affairs in the best interests of the

LLC. Unless the Members designate another to be "Tax Matters Partner," the Manager shall be the "Tax Matters Partner," provided he is a Member or an officer of a corporate Member.

9.7 FEDERAL INCOME TAX ELECTIONS BY MANAGERS. The Manager, acting for the LLC, may make all elections for federal income tax purposes, including but not limited to:

9.7.1 USE OF ACCELERATED DEPRECIATION. To the extent permitted by law and regulations, the LLC may elect to use accelerated depreciation on any depreciable assets of the LLC; and

9.7.2 ADJUSTMENT OF BASIS OF ASSETS. In case of a transfer of all or part of the Interest of any Member, the LLC may elect, pursuant to Code Sections 734, 743 and 754, to adjust the basis of assets of the LLC.

9.7.3 ACCOUNTING METHOD. For financial reporting purposes, the books and records of the LLC shall be kept on the accrual method of accounting applied in a consistent manner, and shall reflect all transactions of the LLC and be appropriate and adequate for the purposes of the LLC.

9.8 OBLIGATION OF MEMBERS TO REPORT ALLOCATIONS. The Members are aware of the tax consequences of the allocations made by this Agreement and hereby agree to be bound by this Section 9.8 in reporting their shares of LLC income and loss for income tax purposes.

ARTICLE 10 TERMINATION AND DISSOLUTION

10.1 DISSOLUTION. The LLC shall be dissolved when any of the following occur:

10.1.1 When the Period of Duration of the LLC expires;

~~**10.1.2** Written approval by a Majority In Interest of the Members to dissolve the LLC in the event no investment is initiated within 24 months;~~

10.1.3 Death, withdrawal, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the Member's continued membership in the LLC, unless the business of the LLC is continued by the unanimous vote of all remaining Members within ninety (90) days after that event.

10.2 STATEMENT OF INTENT TO DISSOLVE. As soon as possible after the occurrence of an event listed in Section 10.1, the LLC shall execute a Statement of Intent to Dissolve in the form required by the Secretary of State.

10.3 CONDUCT OF BUSINESS. Upon filing a Statement of Intent to Dissolve with the Secretary of State, the LLC shall cease carrying on business, except as necessary to wind up its business, but the LLC's separate existence shall continue until Articles of Dissolution are filed with the Secretary of State, or a decree dissolving the LLC is entered by a court of competent jurisdiction.

10.4 DISTRIBUTION OF NET PROCEEDS. Members shall continue to divide Net Profits and Losses and Available Cash Flow during the winding-up period in the way provided in Articles 4 and 5 above. Proceeds from liquidating Property shall be applied in the following order:

10.4.1 To pay creditors, in the order of priority provided by law, except to Members for their contributions;

10.4.2 To pay loans or advances that may have been made by Members or their Principals for working capital or other needs of the LLC;

10.4.3 To Members according to the positive balances in their Capital Accounts, after adjusting for all allocations of Net Profit and Net Loss.

Where the distribution under this Section 10.4 is of both of cash (or cash equivalents) and noncash assets, the cash (or cash equivalents) shall first be distributed, in descending order, to fully satisfy each category, starting with the most preferred category above. In the case of noncash assets, distribution values are to be based on fair market value, as determined in good faith by the liquidator, and the shortest maturity portion of noncash assets (e.g., notes or other indebtedness) shall, to the extent the noncash assets are readily divisible, be distributed, in descending order, to fully satisfy each category above, starting with the most preferred category.

ARTICLE 11
INDEMNIFICATION OF MEMBERS,
MANAGERS AND THEIR AFFILIATES

11.1 INDEMNIFICATION OF MEMBERS AND THEIR PRINCIPALS. The LLC shall indemnify and hold harmless the Members, Managers, their Affiliates and their respective officers, directors, employees, agents and Principals (each an "Indemnitee") against any and all losses, claims, demands, costs, damages, liabilities, joint and several, expenses of any kind (including reasonable attorneys' fees and costs), judgments, fines, settlements and other amounts arising from any claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, ~~in which the Indemnitee was or may be involved, or threatened to be involved, as a party or otherwise, arising out of or incidental to the Business of the LLC, excluding liabilities to any Member, regardless of whether the Indemnitee continues to be a Member, an Affiliate, or an officer, director, employee, agent or Principal of a Member at the time the liability or expense is paid or incurred, to the fullest extent permitted by Statute and other applicable law.~~

11.2 EXPENSES. Expenses incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding subject to Section 11.1 shall, from time to time, be advanced by the LLC before the final disposition of the claim, demand, action, suit or proceeding upon receipt by the LLC of an undertaking by or for the Indemnitee to repay the amount if it shall be determined that he is not entitled to be indemnified pursuant to Section 11.1.

11.3 INDEMNIFICATION RIGHTS NONEXCLUSIVE. The indemnification provided by Section 11.1 shall be in addition to any other rights to which the Indemnitee may be entitled under any agreement, vote of the Members, as a matter of law or equity or otherwise, both as to action in the Indemnitee's capacity as a Member, an Affiliate or an officer, director, employee, agent or Principal of a Member, and as to any action in another capacity, and shall continue as to an

Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnitee.

11.4 ERRORS AND OMISSIONS INSURANCE. The LLC may buy and maintain insurance, at its expense, for Members and other Persons, as the Members may determine, against any liability that may be asserted against, or any expense that may be incurred by, the Person in connection with the activities of the LLC and/or the Members' acts or omissions as Members of the LLC, whether or not the LLC would have the power to indemnify the Person against liability under this Agreement.

11.5 ASSETS OF THE LLC. Any indemnification under Section 11.1 shall be made only from assets of the LLC. No Member shall be subject to personal liability or required to fund or cause to be funded any obligation by reason of these indemnification provisions.

ARTICLE 12 ISSUANCE OF LLC CERTIFICATES

12.1 ISSUANCE OF LLC CERTIFICATES. The interest of each Member in the LLC shall be represented by an LLC Certificate. Upon executing this Agreement and paying the Capital Contribution pursuant to Sections 3.2 and 8.4, the Manager shall cause the LLC to issue one or more LLC Certificates in the name of each Member certifying that the Person named is the record holder of the LLC Units stated therein. As used in this Agreement, "record holder" shall mean the person whose name appears in Section 1.26 as the Member owning the LLC Interest at issue.

12.2 TRANSFER OF LLC CERTIFICATES. An LLC Interest which is transferred according to Section 8.1 of this Agreement shall be transferable on the books of the LLC by the record holder in person, or by the record holder's duly authorized attorney, but, except as provided in Section 12.3 for lost, stolen or destroyed certificates, no transfer of an LLC Interest shall be made until the previously issued LLC Certificate of that LLC Interest has been surrendered to the LLC and canceled, and a replacement LLC Certificate issued to the assignee of the LLC Interest in accordance with procedures that the Manager may establish. The Manager shall issue to the transferring Member a new LLC Certificate representing the LLC Units not being transferred by the Member, if the Member only transferred some, but not all, of the LLC Units represented by the original LLC Certificate. Except as otherwise required by law, the LLC shall be entitled to treat the record holder of an LLC Certificate on its books as the owner for all purposes regardless of any notice or knowledge to the contrary.

12.3 LOST, STOLEN OR DESTROYED CERTIFICATES. The LLC shall issue a new LLC Certificate in place of any LLC Certificate previously issued if the record holder of the LLC Certificate:

12.3.1 proves by affidavit, in form and substance satisfactory to the Manager, that a previously issued LLC Certificate has been lost, destroyed or stolen;

12.3.2 requests issuance of a new LLC Certificate before the LLC has notice that the LLC Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;

12.3.3 if requested by the Manager, delivers to the LLC a bond, in form and substance satisfactory to the Manager, with a surety or sureties and fixed or open penalty as

the Manager may direct, in his reasonable discretion, to indemnify the LLC against any claim that may be made on account of the alleged loss, destruction or theft of the LLC Certificate; and

12.3.4 satisfies any other reasonable requirements imposed by the Manager.

If a Member fails to notify the LLC within a reasonable time after he has notice of a loss, destruction or theft of an LLC Certificate, and a transfer of the LLC Interest represented by the LLC Certificate is registered before such notice is received, the LLC shall not be liable for any claim against the LLC for the transfer or for a new LLC Certificate.

ARTICLE 13 **AMENDMENTS**

13.1 AMENDING OPERATING AGREEMENT. This Agreement may be adopted, altered, amended, or repealed and a new operating agreement may be adopted by a Majority In Interest of the Members.

13.2 AMENDING ARTICLES OF ORGANIZATION. Notwithstanding any other provision in the Articles of Organization or this Agreement, the Articles of Organization may not be amended without the vote of Members with a Majority In Interest of the Members.

ARTICLE 14 **MISCELLANEOUS**

14.1 COUNTERPARTS. This Agreement may be signed in counterparts, and all counterparts shall constitute one Agreement, binding all of the parties, notwithstanding that all parties did not sign the original or the same counterpart.

14.2 SURVIVAL OF RIGHTS. This Agreement shall bind and, as to permitted or accepted successors, transferees and assigns, inure to the benefit of the Members, the LLC and their respective heirs, legatees, legal representatives, successors, transferees and assigns, in all cases ~~whether by the laws of descent and distribution, merger, reverse merger, consolidation, sale of~~ assets, other sale, operation of law or otherwise.

14.3 SEVERABILITY. If any Section, or part of any Section, is declared by a court of competent jurisdiction to be void or unenforceable, that part or Section shall be deemed severed from the rest of this Agreement, which shall remain in force and effect.

14.4 NOTICES. Except for notices under Articles 6 and 7 regarding meetings of Managers and Members, any notice or other communication required or permitted hereunder shall be in writing and deemed to have been given if personally delivered, transmitted by facsimile (with mechanical confirmation of transmission), or placed in the United States mail, registered or certified, postage prepaid, sent to the parties' addresses shown below. Notices given as stated in this Section 14.4 shall be effective on the third day after deposit in the mail or on the day of transmission or delivery if given by facsimile or by hand. Notices must be sent to the parties at the addresses below, unless they have been changed by notice in accordance herewith.

14.5 CONSTRUCTION. The language throughout this Agreement shall be construed according to its fair meaning and not for or against any Person.

14.6 HEADINGS. Captions of Articles or Sections in this Agreement are only for convenience and do not define, limit, extend or describe the scope or intent of any provision. They are not part of this Agreement and shall not be used to construe or interpret this Agreement.

14.7 GOVERNING LAW. This Agreement shall be construed according to the laws of California.

14.8 ADDITIONAL DOCUMENTS. Each Member, at the request of the LLC or another Member, agrees to execute, acknowledge and deliver all documents which may be reasonably necessary, appropriate or desirable to carry out this Agreement, including but not limited to acknowledging before a notary public any signature of a Member.

14.9 PRONOUNS AND PLURALS. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine and neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.


14.10 TIME OF THE ESSENCE. Except as expressly stated herein, time is of the essence for every provision of this Agreement.

14.11 FURTHER ACTS. Each Member agrees to take any further action, as may reasonably be required from time to time to carry out each term and the intent of this Agreement, and every agreement or document relating to it, or made in connection with it.

14.12 ARBITRATION. A MEMBER MAY REQUIRE THE ARBITRATION OF ANY DISPUTE ARISING UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY RELATED AGREEMENT. THE MEMBER MAY INITIATE AND REQUIRE ARBITRATION BY NOTIFYING THE OTHER PARTIES, STATING THE MATTER TO BE ARBITRATED. IF LEGAL ACTION IS ALREADY PENDING ON A MATTER IN THE NOTICE, THE NOTICE SHALL NOT BE VALID UNLESS GIVEN BY THE DEFENDANT BEFORE THE EXPIRATION OF TWENTY (20) DAYS AFTER SERVICE OF PROCESS ON HIM. EXCEPT ~~AS STATED OTHERWISE IN THIS CLAUSE, THE ARBITRATION SHALL CONFORM~~ WITH AND BE SUBJECT TO THE RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION ("A.A.A.") OR ANY SUCCESSOR. IF THE A.A.A. DOES NOT THEN EXIST AND HAS NO SUCCESSOR, OR IF THE A.A.A. FAILS OR REFUSES TO ACT, THE ARBITRATION SHALL CONFORM WITH AND BE SUBJECT TO APPLICABLE CALIFORNIA STATUTES (IF ANY) ON ARBITRATION AT THE TIME OF THE NOTICE. THE ARBITRATORS SHALL BE BOUND BY THIS AGREEMENT AND ALL RELATED AGREEMENTS. PLEADINGS IN ANY ACTION PENDING ON THE SAME MATTER SHALL, IF ARBITRATION IS REQUIRED, BE DEEMED AMENDED TO LIMIT THE ISSUES TO THOSE CONTEMPLATED BY THE RULES PRESCRIBED ABOVE. EACH MEMBER SHALL PAY THE COSTS OF ARBITRATION, INCLUDING ARBITRATOR'S FEES, AS AWARDED BY THE ARBITRATOR(S). THE NUMBER AND SELECTION OF ARBITRATOR(S) SHALL ACCORD WITH THE RULES PRESCRIBED ABOVE, BUT (i) EACH ARBITRATOR SHALL BE NEUTRAL AND FAMILIAR WITH THE PRINCIPAL SUBJECT OF THE ISSUES TO BE ARBITRATED, SUCH AS, FOR EXAMPLE, REAL ESTATE DEVELOPMENT, REAL ESTATE MANAGEMENT, OR ANY OTHER SUBJECT AT ISSUE, (ii) WITNESSES SHALL TESTIFY UNDER OATH, AND (iii) DEPOSITIONS AND OTHER DISCOVERY MAY BE ORDERED BY THE ARBITRATOR(S).

BY INITIALING BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS "ARBITRATION" CLAUSE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP ANY RIGHT YOU MIGHT HAVE TO HAVE THE DISPUTE DECIDED BY COURT OR JURY TRIAL. BY INITIALING YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION" CLAUSE. IF YOU REFUSE TO ARBITRATE AFTER AGREEING TO THIS CLAUSE, YOU MAY BE COMPELLED TO DO SO UNDER STATE LAW. THIS AGREEMENT TO ARBITRATE IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE ABOVE AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION" CLAUSE TO NEUTRAL BINDING ARBITRATION.


CAL-WEST DEVELOPERS, INC.
a California Corporation
By: Akram Shawky Ghobrial
President


SHAWKY MAKRAM GHOBRIAL
an individual

14.13 WAIVER OF JURY. IN ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT OR ANY RELATED AGREEMENT, AS TO WHICH NO MEMBER ASSERTS THE RIGHT TO ARBITRATE PROVIDED ABOVE, AND AS TO WHICH LITIGATION OCCURS, EACH MEMBER HEREBY IRREVOCABLY WAIVES ANY RIGHT HE MAY HAVE TO DEMAND A JURY TRIAL. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY EACH MEMBER, WHO ACKNOWLEDGES THAT NO OTHER MEMBER, NOR ANY PERSON ACTING ON BEHALF OF ANY OTHER PARTY, HAS REPRESENTED ANY FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY, OR MODIFY OR NULLIFY ITS EFFECT. EACH MEMBER ACKNOWLEDGES THAT HE HAS BEEN REPRESENTED (OR HAD THE OPPORTUNITY TO BE REPRESENTED) IN SIGNING THIS AGREEMENT AND MAKING THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, VOLUNTARILY CHOSEN, AND THAT HE HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. EACH MEMBER AFFIRMS THAT HE HAS READ AND UNDERSTANDS THE MEANING AND EFFECT OF THIS WAIVER.

14.14 THIRD PARTY BENEFICIARIES. There are no third party beneficiaries of this Agreement except (i) Affiliates and Principals of the Members and (ii) any other Persons who may be entitled to the benefits of Article 11.1.

14.15 TAX ELECTIONS. The Manager, in his sole discretion, shall cause the LLC to make or not make all elections required or permitted for income tax purposes.

14.16 PARTITION. The Members agree that the Property the LLC may own or have an interest in is not suitable for partition. Each Member irrevocably waives any right he may have to seek a partition of any Property in which the LLC may at any time have an interest.

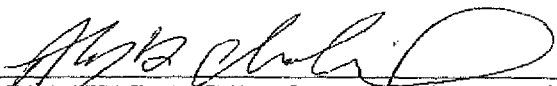
14.17 ENTIRE AGREEMENT. This Agreement and the Articles of Organization comprise the entire agreement of the Members, and supersede all prior written and oral agreements, understandings and negotiations with respect to the subject matter hereof.

14.18 WAIVER. No failure by a party to insist on strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy consequent upon a breach shall constitute a waiver of any breach, covenant, duty, agreement or condition.

14.19 ATTORNEYS' FEES. In the case of any litigation, arbitration or other dispute arising from or related to this Agreement, the prevailing party in the proceeding shall be entitled to, in addition to any other damages, reasonable attorneys' fees, and all other costs and expenses incurred in connection with settling or resolving the dispute. The attorneys' fees that the prevailing party is entitled to recover shall include fees for prosecuting or defending any appeal, and be awarded for any supplemental proceedings until the final judgment is satisfied in full. In addition to an award of attorneys' fees, the prevailing party in any proceeding on this Agreement shall be entitled to reasonable attorneys' fees incurred in any post-judgment activity to collect or enforce the judgment. This attorneys' fees provision is separate and several and shall survive the merger of this Agreement into any judgment.

14.20 CONFIDENTIALITY AND PUBLICITY. The Members, their Affiliates and Principals agree that it is in all of their best interests to keep this Agreement and the Business of the LLC and all information about its business confidential. The parties each agree that they will not take any action nor conduct themselves in any way, including giving press releases or granting interviews, that would disclose to third parties unrelated to the LLC or the Business of the LLC any aspect of the LLC or the Business of the LLC without the unanimous prior written consent of all Members. If such consent is given, it may be conditioned on approval of the text of any press release or the scope of any intended interview.

~~IN WITNESS WHEREOF~~ the parties have executed this Agreement as of January 15, 2007.



CAL WEST DEVELOPERS, INC., a California Corporation,
By: Akram Shawky Ghobrial, President
17725 Vanowen Street, Reseda, California 91335



SHAWKY MAKRAM GHOBRIAL, an individual,
17725 Vanowen Street, Reseda, California 91335

2943091

THE ARTICLES OF INCORPORATION

OF

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

JAN 11 2007

Cal-West Developers, Inc.

ARTICLE I

NAME

The name of this corporation is Cal-West Developers, Inc.

ARTICLE II

PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California, other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III

INITIAL AGENT FOR SERVICE OF PROCESS

The name and address in the State of California of this Corporation's initial agent for service of process is:

AKRAM SHAWKY GHOBRIAL

17725 VANOWEN ST

RESEDA, CA 91335

ARTICLE IV

CAPITALIZATION

This Corporation is authorized to issue only one (1) class of shares of capital stock, and the total number of shares of capital stock which this Corporation is authorized to issue is One Million (1,000,000) with a par value of \$.01.

ARTICLE V

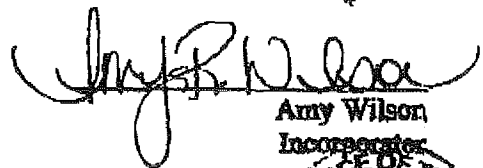
LIMITATION OF LIABILITY

The liability of the directors of this Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

ARTICLE VI

INDEMNIFICATION OF AGENTS

This Corporation is authorized to provide for the indemnification of agents (as defined in Section 317 of the California Corporations Code) for breach of duty to the Corporation and its stockholders through Bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the California Corporations Code.


Amy Wilson
Incorporator



BYLAWS OF

Cal-West Developers, Inc.

a Corporation Formed under the
General Corporation Law of California

ARTICLE 1 - OFFICES

Section 1.1. Registered Office. The registered office of the Corporation shall be in Los Angeles County, State of California.

Section 1.2. Corporate Office. The Corporation may have its office or offices at such place or places as the board of directors, in its discretion, may from time to time determine.

ARTICLE 2 - MEETINGS OF STOCKHOLDERS

Section 2.1. Time and Place. Any meeting of the stockholders may be held at such time and such place, either within or without California, as shall be designated from time to time by resolution of the board of directors or as shall be stated in a duly authorized notice of the meeting.

Section 2.2. Annual Meeting. The annual meeting of the stockholders shall be held on the date and at the time fixed, from time to time, by the board of directors; provided, however, that the first annual meeting shall be held within thirteen months after the organization of the Corporation, and each succeeding annual meeting shall be held at the beginning of the year, but no later than April 1st. The annual meeting shall be for the purpose of electing a board of directors and transacting such other business as may properly be brought before the meeting.

Section 2.3. Special Meetings. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the president or the board of directors and shall be called by the president or secretary at the written request of stockholders owning a majority in amount of any class of the capital stock of the Corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 2.4. Notices. Written notice stating the place, date, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than fifteen nor more than sixty days before the date of the meeting, except as otherwise required by statute or the certificate of incorporation, either personally or by mail, prepaid telegram, telex, cablegram, or facsimile, to each stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the official government mail of any country, postage prepaid, addressed to the stockholder at his address as it appears on the stock records of the Corporation. If given personally or otherwise than by mail, such notice shall be deemed to be given when either handed to the stockholder or delivered to the stockholder's address as it appears on the stock records of the Corporation. Notice of a meeting need not be given to any stockholder who submits a signed waiver of notice, whether before or after the meeting, or who attends the meeting, either in person or by proxy, without protesting prior to the conclusion thereof the lack of notice to him.

Section 2.5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting, or at any adjournment of a meeting, of stockholders; or entitled to express consent to corporate action in writing without a meeting; or entitled to receive payment of any dividend or other distribution or allotment of any rights; or entitled to exercise any rights in respect of any change, conversion, or exchange of stock; or for the purpose of any other lawful action; the board of directors may fix, in advance, a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors. The record date for determining the stockholders entitled to notice of or to vote at any meeting of the stockholders or any adjournment thereof shall not be more than sixty nor less than fifteen days before the date of such meeting. The record date for determining the stockholders entitled to consent to corporate action in writing without a meeting shall not be more than sixty nor less than fifteen days prior to the last day on which the consent or dissent of stockholders may be expressed for any purpose without a meeting. The record date for any other action shall not be more than sixty days prior to such action. If no record date is fixed, (i) the record date for determining stockholders entitled to notice of or to vote at any meeting shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived by all stockholders, at the close of business on the day next preceding the day on which the meeting is held; (ii)

the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the board of directors is required, shall be the first date on which a signed written consent setting forth the action taken or to be taken is delivered to the Corporation and, when prior action by the board of directors is required, shall be at the close of business on the day on which the board of directors adopts the resolution taking such prior action; and (iii) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating to such other purpose. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

Section 2.6. Voting List. The secretary shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order and showing the address and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least fifteen days prior to the meeting, either at a place within the city where the meeting is to be held (which place shall be specified in the notice of the meeting) or, if not so specified, at the place where the meeting is to be held. The list shall be produced and kept at the place of the meeting during the whole time thereof and may be inspected by any stockholder who is present.

Section 2.7. Quorum. The holders of all of the stock issued and outstanding and entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such a quorum shall not be present at any meeting of stockholders, a majority of the stockholders entitled to vote, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice if the time and place are announced at the meeting, until a quorum shall be present. At such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. If the adjournment is for more than thirty days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. When a quorum is once present to organize a meeting, it is not broken by

the subsequent withdrawal of any stockholders and any such withdrawing stockholders shall be counted in determining the number of shares represented at such meeting.

If a meeting of the stockholders is properly called and that at such meeting less than a quorum is present, the stockholders attending such meeting by majority vote may, in addition to the adjournment procedure set forth above, call for a rescheduled meeting to occur in no less than 15 days and no more than 60 days after such initial stockholders' meeting was called and if all stockholders are properly notified of such rescheduled meeting the quorum requirement for such rescheduled meeting shall be a majority of the shares then issued and outstanding and entitled to vote at such meeting.

Section 2.8. Voting and Proxies. At every meeting of the stockholders, each stockholder shall be entitled to one vote, in person or by proxy, for each share of the capital stock having voting power held by such stockholder. A stockholder may act by proxy in accordance with California Corporation Law or any amendment or successor law thereto. When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes or of the certificate of incorporation, a different vote is required, in which case such express provision shall govern.

Section 2.9. Waiver. Attendance of a stockholder of the Corporation, either in person or by proxy, at any meeting, whether annual or special, shall constitute a waiver of notice of such meeting, except where a stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. A written waiver of notice of any such meeting signed by a stockholder or stockholders entitled to such notice, whether before, at, or after the time for notice or the time of the meeting, shall be equivalent to notice. Neither the business to be transacted at, nor the purpose of, any meeting need be specified in any written waiver of notice.

Section 2.10. Consent of Stockholders in Lieu of Meeting. Any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the holders of outstanding stock

entitled to vote on the action. Any such consent may be in counterparts and shall bear the date of signature of each stockholder who signs the consent. No such consent shall be effective to take any action unless, within sixty days following the date of the earliest signature thereon, the consent or counterparts thereof, bearing the signatures of all of the holders of outstanding stock entitled to vote on the action, are delivered to the Corporation by delivery to its principal place of business or to the secretary of the Corporation or to the attorney designated to hold the Corporate records. Any action taken pursuant to such consent shall be effective as of the date of the last signature thereon unless otherwise provided in the consent. All counterparts of such consent necessary to make it effective shall be filed with the minutes of proceedings of the stockholders.

ARTICLE 3 - DIRECTORS

Section 3.1. Number. The number of directors shall be no less than three, except where all shares of the Corporation are held by fewer than three shareholders, in which case the number of directors may be fewer than three but not fewer than the number of shareholders, as fixed from time to time by resolution of the board of directors; provided, however, that the number of directors shall not be reduced so as to shorten the tenure of any director at the time in office. Directors may be natural persons, or corporations, of any nationality and need not be residents of California or shareholders of the Corporation.

Section 3.2. Elections. Except as provided in ~~Section 3.3 of this Article 3, the board of directors shall be~~ elected at the annual meeting of the stockholders or at a special meeting called for that purpose. Each director shall hold such office until his successor is elected and qualified or until his earlier resignation or removal.

Section 3.3. Vacancies. Any vacancy occurring on the board of directors and any directorship to be filled by reason of an increase in the board of directors shall be filled by the stockholders at the annual meeting of the stockholders or at a special meeting called for that purpose. Such newly elected director shall hold such office until his successor is elected and qualified or until his earlier resignation or removal.

Section 3.4. Chairman of the Board. A chairman of the board shall be elected by the vote of a majority of the

directors from among their members. The chairman shall preside at all meetings of the stockholders and directors and shall be ex-officio a member of all standing committees of the board. The chairman, once elected, shall hold his office until his successor is elected and qualified or until his earlier resignation or removal.

Section 3.5. Meetings. The first meeting of each newly elected board of directors elected at the annual meeting of stockholders shall be held immediately after, and at the same place as, the annual meeting of the stockholders, provided a quorum is present, and no notice of such meeting shall be necessary in order to legally constitute the meeting. The board of directors may, by resolution, establish a place and time for regular meetings which may thereafter be held without call or notice.

Section 3.6. Notice of Special Meetings. Special meetings may be called by the CEO or the president or any two members of the board of directors. Such notice may be given to each member of the board of directors by mail by the secretary, the president, or the members of the board calling the meeting by depositing the same in the official government mail of any country, postage prepaid, at least seven days before the meeting, addressed to the director at the last address he has furnished to the Corporation for this purpose, and any notice so mailed shall be deemed to have been given at the time when mailed. Notice may also be given at least forty-eight hours before the meeting in person, by telephone, or by a writing (including prepaid telegram, telex, cablegram, facsimile, or similar writing), and such notice shall be deemed to have been given when the personal or telephone conversation occurs or when the writing is either personally delivered to the director or is delivered to such address as is stated above, as the case may be.

Section 3.7. Quorum/Voting. At all meetings of the board, all of the directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, except as otherwise specifically required by statute, the certificate of incorporation, or these bylaws. If less than a quorum is present, the director or directors present may adjourn the meeting from time to time without further notice. The vote of a majority of the directors, present in person or proxy or conference telephone or video, at a meeting at which a quorum is present shall be the act of the board of directors. If a meeting of the board of directors is properly called and at such meeting

less than a quorum is present, the directors attending such meeting by majority vote may call for a rescheduled meeting to occur in no less than 24 hours after such initial board of directors meeting was called and if all the directors are properly notified of such rescheduled meeting the quorum requirement for such rescheduled meeting shall be a majority of the directors.

Section 3.8. Waiver. Attendance of a director at a meeting of the board of directors shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. A written waiver of notice signed by a director or directors entitled to such notice, whether before, at, or after the time for notice or the time of the meeting, shall be equivalent to the giving of such notice.

Section 3.9. Action Without Meeting. Any action required or permitted to be taken at a meeting of the board of directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors and filed with the minutes of proceedings of the board of directors. Any such consent may be in counterparts and shall be effective on the date of the last signature thereon unless otherwise provided therein.

Section 3.10. Attendance by Telephone. Members of the board of directors may participate in a meeting of such board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

ARTICLE 4 - OFFICERS

Section 4.1. Election. The Corporation shall have such officers, with such titles and duties, as the board of directors may determine by resolution, which may include a chief executive officer, a president, one or more vice presidents, a secretary, and a treasurer (which can also be designated as a Chief Financial Officer ("CFO") and one or more assistants to such officers. Additional officers may be had such as Chief Operating Officer ("COO") or officers deemed appropriate by the Board of Directors. The officers shall be elected by the board of directors; provided, however, that the chief executive officer

may appoint one or more assistant secretaries and assistant treasurers and such other subordinate officers as he deems necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as are prescribed in the bylaws or as may be determined from time to time by the board of directors or the chief executive officer. Officers may be of any nationality and may be, but are not required to be, directors. All officers must be natural persons except the secretary, which may be a corporation. Any two or more offices may be held by the same person.

Section 4.2. Removal and Resignation. Any officer may be removed at any time by the affirmative vote of a majority of the board of directors. Any officer appointed by the chief executive officer may be removed at any time by the board of directors or the chief executive officer. Any officer may resign at any time by giving written notice of his resignation to the chief executive officer, the president or to the secretary, and acceptance of such resignation shall not be necessary to make it effective unless the notice so provides. Any vacancy occurring in any office shall be filled by the board of directors or the chief executive officer if he is so authorized under these bylaws.

Section 4.3. Chief Executive Officer. The chief executive officer shall be responsible for the general and active management of the business of the Corporation and shall see that all orders and resolutions of the board of directors are carried into effect. He may negotiate for, approve, and execute contracts, deeds, and other instruments on behalf of the Corporation as are necessary and appropriate in the general management of the business of the Corporation or as are approved by the board of directors. He shall perform such additional functions and duties as the policies adopted by the board of directors may from time to time require.

Section 4.4. President. The president shall be the chief operating officer of the Corporation. The president shall be responsible for the daily management of the Corporation under the direction of the chief executive officer and shall assist the chief executive officer in ensuring that all orders and resolutions of the board of directors are carried into effect. The president shall perform such other duties and exercise such other powers as may be assigned to him from time to time by the chief executive officer or by resolution of the board of directors. Upon the death or disability of the chief executive officer, the president shall exercise the powers and perform the duties of the chief executive officer, including managing the

business of the Corporation and negotiating for, approving, and executing contracts, deeds, and other instruments on behalf of the Corporation as are necessary and appropriate in the general management of the business of the Corporation or as are approved by the board of directors.

Section 4.5. Vice President. The vice president or, if there is more than one, the vice presidents in the order determined by the board of directors or, in lieu of such determination, in the order determined by the chief executive officer, shall be the officer or officers next in seniority after the president. Each vice president shall also perform such duties and exercise such powers as are appropriate and such as are prescribed by the board of directors or, in lieu of or in addition to such prescription, such as are prescribed by the chief executive officer from time to time. Upon the death, or disability of the chief executive officer, the president, the vice president or, if there is more than one, the vice presidents in the order determined by the board of directors or, in lieu of such determination, in the order determined by the chief executive officer, shall perform the duties and exercise the powers of the chief executive officer, the president or the more senior vice president.

Section 4.6. Assistant Vice President. The assistant vice president or, if there is more than one, the assistant vice presidents shall, under the supervision of the president or a vice president, perform such duties and have such powers as are prescribed by the board of directors, the chief executive officer, the president, or a vice president from time to time.

Section 4.7. Secretary. The secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the board of directors, keep the minutes of such meetings, have charge of the corporate seal and stock records, be responsible for the maintenance of all corporate files and records and the preparation and filing of reports to governmental agencies (other than tax returns), have authority to affix the corporate seal to any instrument requiring it (and, when so affixed, attest it by his signature), and perform such other duties and have such other powers as are appropriate and such as are prescribed by the board of directors from time to time.

Section 4.8. Assistant Secretary. The assistant secretary or, if there is more than one, the assistant secretaries in the order determined by the board of directors or, in lieu of such determination, by the chief executive officer,

the president or the secretary shall, in the absence or disability of the secretary or in case such duties are specifically delegated to him by the board of directors, the chief executive officer, the president, or the secretary, perform the duties and exercise the powers of the secretary and shall, under the supervision of the secretary, perform such other duties and have such other powers as are prescribed by the board of directors, the chief executive officer, the president, or the secretary from time to time.

Section 4.9. Treasurer. The treasurer shall have control of the funds and the care and custody of all the stocks, bonds, and other securities of the Corporation and shall be responsible for the preparation and filing of tax returns. He shall receive all moneys paid to the Corporation and shall have authority to give receipts and vouchers, to sign and endorse checks and warrants in its name and on its behalf, and give full discharge for the same. He shall also have charge of the disbursement of the funds of the Corporation and shall keep full and accurate records of the receipts and disbursements. He shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as shall be designated by the board of directors and shall perform such other duties and have such other powers as are appropriate and such as are prescribed by the board of directors from time to time.

Section 4.10. Assistant Treasurer. The assistant treasurer or, if there is more than one, the assistant treasurers in the order determined by the board of directors or, in lieu of such determination, by the chief executive officer, the president or the treasurer shall, in the absence or disability of the treasurer or in case such duties are specifically delegated to him by the board of directors, the chief executive officer, the president, or the treasurer, perform the duties and exercise the powers of the treasurer and shall, under the supervision of the treasurer, perform such other duties and have such other powers as are prescribed by the board of directors, the chief executive officer, the president, or the treasurer from time to time.

Section 4.11. Compensation. Officers shall receive such compensation, if any, for their services as may be authorized or ratified by the board of directors. Election or appointment as an officer shall not of itself create a right to compensation for services performed as such officer.

ARTICLE 5 - COMMITTEES

Section 5.1. Designation of Committees. The board of directors may establish committees for the performance of delegated or designated functions to the extent permitted by law, each committee to consist of one or more directors of the Corporation. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of such absent or disqualified member.

Section 5.2. Committee Powers and Authority. The board of directors may provide, by resolution or by amendment to these bylaws, that a committee may exercise all the power and authority of the board of directors (only to the extent of the power and authority of the board of directors) in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that a committee may not exercise the power or authority of the board of directors in reference to amending the certificate of incorporation and it shall not have authority with regard to matters exclusively reserved to the Board of Directors and majority of shareholders as set forth under the laws of California.

Section 5.3. Committee Procedures. To the extent the board of directors or the committee does not establish other procedures for the committee, each committee shall be governed by the procedures established in Section 3.5 (except as they relate to an annual meeting of the board of directors) and Sections 3.6, 3.7, 3.8, 3.9, and 3.10 of these bylaws, as if the committee were the board of directors.

ARTICLE 6 - INDEMNIFICATION

Section 6.1. Expenses for Actions Other Than by or in the Right of the Corporation. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or, while a director or officer of the Corporation, is or was serving at the request of the

Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, association, or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

Section 6.2. Expenses for Actions by or in the Right of the Corporation. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, association, or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 6.3. Successful Defense. To the extent that any person referred to in the preceding two sections of this Article 6 has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in such sections, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys'

fees) actually and reasonably incurred by him in connection therewith.

Section 6.4. Determination to Indemnify. Any indemnification under the first two sections of this Article 6 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth therein. Such determination shall be made (i) by a majority vote of the directors who are not parties to such action, suit, or proceeding even though less than a quorum, or (ii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (iii) by the stockholders.

Section 6.5. Expense Advances. Expenses incurred by an officer or director in defending a civil or criminal action, suit, or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article 6.

Section 6.6. Provisions Nonexclusive. The indemnification and advancement of expenses provided by, or granted pursuant to, the other sections of this Article 6 shall not be deemed exclusive of any other rights to which any person seeking indemnification or advancement of expenses may be entitled, under the certificate of incorporation or under any ~~other bylaw, agreement, insurance policy, vote of stockholders or disinterested directors, statute, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.~~

Section 6.7. Insurance. By action of the board of directors, notwithstanding any interest of the directors in the action, the Corporation shall have power to purchase and maintain insurance, in such amounts as the board of directors deems appropriate, on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another Corporation, partnership, joint venture, trust, association, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not he is indemnified against such liability or expense under the provisions of this

Article 6 and whether or not the Corporation would have the power or would be required to indemnify him against such liability under the provisions of this Article 6 or by the Ordinance or by any other applicable law.

Section 6.8. Surviving Corporation. The board of directors may provide by resolution that references to "the Corporation" in this Article 6 shall include, in addition to this Corporation, all constituent corporations absorbed in a merger with this Corporation so that any person who was a director or officer of such a constituent corporation or is or was serving at the request of such constituent corporation as a director, employee, or agent of another corporation, partnership, joint venture, trust, association, or other entity shall stand in the same position under the provisions of this Article 6 with respect to this Corporation as he would if he had served this Corporation in the same capacity or is or was so serving such other entity at the request of this Corporation, as the case may be.

Section 6.9. Inurement. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article 6 shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section 6.10. Employees and Agents. To the same extent as it may do for a director or officer, the Corporation may indemnify and advance expenses to a person who is not and was not a director or officer of the Corporation but who is or was an employee or agent of the Corporation or who is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, association, or other enterprise.

ARTICLE 7 - STOCK

Section 7.1. Certificates. Every holder of stock in the Corporation represented by certificates and, upon request, every holder of uncertificated shares shall be entitled to have a certificate, signed by or in the name of the Corporation by the chief executive officer, the president or a vice president, and by the secretary or an assistant secretary, or the treasurer or an assistant treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 7.2. Facsimile Signatures. Where a

certificate of stock is countersigned (i) by a transfer agent other than the Corporation or its employee or (ii) by a registrar other than the Corporation or its employee, any other signature on the certificate may be facsimile. In case any officer, transfer agent, or registrar who has signed, or whose facsimile signature or signatures have been placed upon, any such certificate shall cease to be such officer, transfer agent, or registrar, whether because of death, resignation, or otherwise, before such certificate is issued, the certificate may nevertheless be issued by the Corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issue.

Section 7.3. Transfer of Stock. Transfers of shares of stock of the Corporation shall be made on the books of the Corporation only upon presentation of the certificate or certificates representing such shares properly endorsed or accompanied by a proper instrument of assignment, except as may otherwise be expressly provided by the Ordinance or by order by a court of competent jurisdiction. The officers or transfer agents of the Corporation may, in their discretion, require a signature guaranty before making any transfer.

Section 7.4. Lost Certificates. The board of directors may direct that a new certificate of stock be issued in place of any certificate issued by the Corporation that is alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen, or destroyed. When authorizing such issue of a new certificate, the board of directors may, in its discretion and as a condition precedent to the issuance of a new certificate, require the owner of such lost, stolen, or destroyed certificate, or his legal representative, to give the Corporation a bond in such sum as it may reasonably direct as indemnity against any claim that may be made against the Corporation on account of the alleged loss, theft, or destruction of any such certificate or the issuance of such new certificate.

Section 7.5. Registered Stockholders. The Corporation shall be entitled to treat the person in whose name any shares of stock are registered on its books as the owner of such shares for all purposes and shall not be bound to recognize any equitable or other claim or interest in such shares on the part of any other person, whether or not the Corporation shall have notice of such claim or interest, except as expressly provided by the Ordinance.

ARTICLE 8 - SEAL

The seal of the Corporation, if any, shall bear the name of the Corporation and such other appropriate legend as the board of directors may from time to time determine. The corporate seal may be affixed by any officer or agent of the Corporation who is properly authorized by the board of directors to do so.


ARTICLE 9 - FISCAL YEAR

The board of directors, by resolution, may adopt a fiscal year for the Corporation.

ARTICLE 10 - AMENDMENT

These bylaws may at any time and from time to time be amended, altered, or repealed by the board of directors, but the stockholders may make additional bylaws and may alter and repeal any bylaws whether adopted by them or otherwise.

The undersigned secretary of the Corporation hereby certifies that the foregoing Bylaws are the Bylaws of the Corporation in effect on January 10, 2007.

 Secretary

DEPARTMENT OF
CITY PLANNING

200 N. SPRING STREET, ROOM 525
LOS ANGELES, CA 90012-4801
AND
6262 VAN NUY BLVD., SUITE 351
VAN NUY, CA 91401

CITY PLANNING COMMISSION

WILLIAM ROSCHEN

PRESIDENT

REGINA M. FREER

VICE-PRESIDENT

SEAN O. BURTON

DIEGO CARDOSO

FR. SPENCER T. KEZIOS

YOLANDA OROZCO

BARBARA ROMERO

MICHAEL K. WOOD

VACANT

JAMES WILLIAMS

COMMISSION EXECUTIVE ASSISTANT

(213) 978-1300

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

December 1, 2009

EXECUTIVE OFFICES

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DIRECTOR

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INFORMATION

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Akram Ghorbrial(O)
17725 Vanowen Street
Reseda, CA 91355

RE: Tentative Tract No. 62910
Council District No. 7

EXTENSION OF TIME

Jerome Buckmelter (R)
Jerome Buckmelter and Associates
23534 Aetna Street
Woodland Hills, CA 91367

Robert Kameoka (E)
5011 Arcadia Street
San Gabriel, CA 91776

On August 24, 2005, the Advisory Agency approved Tentative Tract No. 62910 located at 9001 Burnet Avenue for a maximum 43-unit residential condominium units as shown on map stamp-dated May 10, 2005 with an expiration date of August 24, 2008.

On July 30, 2009 a request for Extension of Time was accepted by the City Planning Department.

The California State Legislature passed Senate Bill 1185 (SB 1185) which 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. All 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 on or after July 15, 2008 and would expire prior to January 1, 2011. SB 1185 also extended the five year time extension upon application to a six-year time extension.

The California State Legislature passed Assembly Bill 333 (AB 333) which further extends the life of valid maps that would expire between July 15, 2009 and January 1, 2012 an additional two years. Time extensions granted by SB 1185 are AB 333 are additive. Tentative Tract No. 62910 is eligible for the AB 333 extension of time.

Per Section 17.56-A, Ordinances 172,839 and 180,647 of the Los Angeles Municipal Code and SB 1185 and AB 333, the Advisory Agency approves a nine-year extension of the expiration date to August 24, 2017. No further extension of time can be granted to record the final map.

S. Gail Goldberg, AICP
Advisory Agency


David Silverman
Deputy Advisory Agency

CITY OF LOS ANGELES
CALIFORNIA



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

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PRESIDENT

DAVID L. BURC
VICE-PRESIDENT

JOY ATKINSON
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Decision Date: August 24, 2005

Appeal Period Ends: September 2, 2005

Akram Ghorbrial (O)
17725 Vanowen Street
Reseda, California 91335

Jerome Buckmelter (R)
Jerome Buckmelter and Associates
23534 Aetna Street
Woodland Hills, California 91367

Robert Kameoka (E)
5011 Arcadia Street
San Gabriel, California 91776

Re: Tentative Tract 62910
Council District: 7
Existing Zone: RA-1
Proposed Zones: R3-1 and RD1.5-1
Community Plan: Mission Hills-Panorama
City-North Hills
Env. No.: ENV-2005-2970 MND
Fish and Game: Exempt

In accordance with provisions of Section 17.03 of the Los Angeles Municipal Code, the Advisory Agency approved Tentative Tract No. 62910 composed of one lot totaling 54,214 net square feet, located at 9001 Burnet Avenue in the Mission Hills-Panorama City-North Hills Community Plan for a maximum of 43 residential condominium units as shown on the map stamp-dated May 10, 2005. This unit density is based on the proposed R3-1 Zone. (The subdivider is hereby advised that the Municipal Code may not permit this maximum approved density. Therefore, verification should be obtained from the Department of Building and Safety which will legally interpret the Zoning code as it applies to this particular property.) For an appointment with the Advisory Agency or a City Planner call (213) 978-1330. The Advisory Agency's approval is subject to the following conditions:

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

BUREAU OF ENGINEERING - SPECIFIC CONDITIONS

1. That all the existing future street easements along Burnet Avenue , Memory Park Avenue and Broadmoor Street adjoining the tract be accepted by a suitable resolution.
2. That Condition No. S1(a) of the Planning Departments standard conditions regarding payment of the Sewerage Facilities Charges be deemed as satisfied, insofar as the recordation of this is concerned.

DEPARTMENT OF BUILDING AND SAFETY, GRADING DIVISION

3. 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

4. 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.

DEPARTMENT OF TRANSPORTATION

5. 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. Parking stalls shall be designed so that a vehicle is not required to back into or out of any public street or sidewalk.
 - c. Driveways and vehicular access to projects shall be provided from Broadmoor Street or Memory Park Avenue and Burnet Avenue.
 - d. A parking area and driveway plan be submitted to the Citywide Planning Coordination Section of the Department of Transportation for approval prior to submittal of building permit plans for plan check by the Department of Building and Safety. Transportation approvals are conducted at 201 N. Figueroa Street Suite 400, Station 3.

FIRE DEPARTMENT

6. 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. In order to mitigate the inadequacy of fire protection in travel distance, sprinkler systems will be required throughout any structure to be built, in accordance with the Los Angeles Municipal Code, Section 57.09.07.
- c. No proposed development utilizing cluster, group, or condominium design of one or two family dwellings shall be more than 150 feet from the edge of the roadway of an improved street, access road, or designated fire lane.
- d. Adequate off-site public and on-site private fire hydrants may be required. Their number and location to be determined after the Fire Department's review of the plot plan.
- e. Fire lanes, where required and dead ending streets shall terminate in a cul-de-sac or other approved turning area. No dead ending street or fire lane shall be greater than 700 feet in length or secondary access shall be required.
- 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. Access for Fire Department apparatus and personnel to and into all structures shall be required.

DEPARTMENT OF WATER AND POWER

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

BUREAU OF STREET LIGHTING

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

New lights(s) required- (1) Memory Park Avenue; If street widening, relocate conduit on Burnet Avenue. The property within the boundary of the development shall be formed or annexed into a Street Lighting Maintenance Assessment District prior to the final recordation for this project or issuance of the certificate of occupancy.

BUREAU OF SANITATION

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

INFORMATION TECHNOLOGY AGENCY

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

DEPARTMENT OF RECREATION AND PARKS

11. That the Quimby fee be based on the density of the R3 Zone. (MM)

STREET TREE DIVISION AND THE DEPARTMENT OF CITY PLANNING

12. Mitigation measures such as replacement by a minimum of 24-inch box trees in the parkway and on the site, on a 1:1 basis, shall be required for the unavoidable loss of desirable trees on the site, and to the satisfaction of the Street Tree Division of the Bureau of Street Services and the Advisory Agency. **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

13. 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 43 dwelling units.
- b. Provide a minimum of 2 covered off-street parking spaces per dwelling unit, plus 1/4 guest parking spaces per dwelling. All guest spaces shall be readily accessible, conveniently located, specifically reserved for guest parking, posted and maintained satisfactory to the Department of Building and Safety.

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

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

- c. 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. Install within the project an air filtration system (either charcoal or electronic) to reduce the air quality effects on the proposed residents. (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)
14. That prior to the issuance of the building permit or the recordation of the final map, a copy of the APCNV 2005-2971 ZC ZV ZAA shall be submitted to the satisfaction of the Advisory Agency. In the event that APCNV 2005-2971 ZC ZV ZAA is not approved, the subdivider shall submit a tract modification.

DEPARTMENT OF CITY PLANNING-ENVIRONMENTAL MITIGATION MEASURES

15. 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). 6, 11, 13d, 13g, 16, and 17 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.

16. 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 Outdoor lighting shall be designed and installed with shielding, so that the light source cannot be seen from adjacent residential properties.
- MM-3 The applicant shall install air filtration system capable of removing 99.97% of all airborne contaminants at 0.3 microns in order to reduce the effects of diminished air quality on the occupants of the project.
- MM-4 The design and construction of the project shall conform to the Uniform Building Code seismic standards as approved by the Department of Building and Safety.
- MM-5 Prior to the issuance of building or grading permits, the applicant shall submit a geotechnical Report prepared by a registered civil engineer or certified engineering geologist to the Department of Building and Safety for approval.
- MM-6 Concrete, not metal, shall be used for construction of parking ramps.
- MM-7 The interior ramps shall be textured to prevent tire squeal at turning areas.
- MM-8 Parking lots located adjacent to residential buildings shall have a solid decorative wall adjacent to the residential.
- MM-9 Incorporate into the plans the design guidelines relative to security, semi-public and private spaces, which may include but not be limited

to access control to building, secured parking facilities, walls/fences with key systems, well-illuminated public and semi-public space designed with a minimum of dead space to eliminate areas of concealment, location of toilet facilities or building entrances in high-foot traffic areas, and provision of security guard patrol throughout the project site if needed. Please refer to Design out Crime Guidelines: Crime Prevention Through Environmental Design published by the Los Angeles Police Department's Crime Prevention Section (located at Parker Center, 150 N. Los Angeles Street, Room 818, Los Angeles, (213)485-3134. These measures shall be approved by the Police Department prior to the issuance of building permits.

MM-10 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-11 The project shall comply with Ordinance No. 170,978 (Water Management Ordinance), which imposes numerous water conservation measures in landscape, installation, and maintenance (e.g, use drip irrigation and soak hoses in lieu of sprinklers to lower the amount of water lost to evaporation and overspray, set automatic sprinkler systems to irrigate during the early morning or evening hours to minimize water loss due to evaporation, and water less in the cooler months and during the rainy season).

If conditions dictate, the Department of Water and Power may postpone new water connections for this project until water supply capacity is adequate.

17. **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 Sediment carries with it other work-site pollutants such as pesticides, cleaning solvents, cement wash, asphalt, and car fluids that are toxic to sea life.
- CM-14 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-15 Clean up leaks, drips and spills immediately to prevent contaminated soil on paved surfaces that can be washed away into the storm drains.
- CM-16 Do not hose down pavement at material spills. Use dry cleanup methods whenever possible.
- CM-17 Cover and maintain dumpsters. Place uncovered dumpsters under a roof or cover with tarps or plastic sheeting.
- CM-18 Use gravel approaches where truck traffic is frequent to reduce soil compaction and limit the tracking of sediment into streets.
- CM-19 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.

OR

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

condition.

BUREAU OF ENGINEERING - STANDARD CONDITIONS

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

- (k) That no public street grade exceed 15%.
 - (l) That any necessary additional street dedications be provided to comply with the Americans with Disabilities Act (ADA) of 1990.
- S-2. That the following provisions be accomplished in conformity with the improvements constructed herein:
- (a) Survey monuments shall be placed and permanently referenced to the satisfaction of the City Engineer. A set of approved field notes shall be furnished, or such work shall be suitably guaranteed, except where the setting of boundary monuments requires that other procedures be followed.
 - (b) Make satisfactory arrangements with the Department of Traffic with respect to street name, warning, regulatory and guide signs.
 - (c) All grading done on private property outside the tract boundaries in connection with public improvements shall be performed within dedicated slope easements or by grants of satisfactory rights of entry by the affected property owners.
 - (d) All improvements within public streets, private street, alleys and easements shall be constructed under permit in conformity with plans and specifications approved by the Bureau of Engineering.
 - (e) Any required bonded sewer fees shall be paid prior to recordation of the final map.
- S-3. That the following improvements be either constructed prior to recordation of the final map or that the construction be suitably guaranteed:
- (a) Construct on-site sewers to serve the tract as determined by the City Engineer.
 - (b) Construct any necessary drainage facilities.
 - (c) Install street lighting facilities to serve the tract as required by the Bureau of Street Lighting.
 - (d) Plant street trees and remove any existing trees within dedicated streets or proposed dedicated streets as required by the Street Tree Division of the Bureau of Street Maintenance. All street tree planting's shall be brought up to current standards. When the City has previously been paid for tree planting, the subdivider or contractor shall notify the Street Tree Division ((213) 485-5675) upon completion of construction to expedite tree planting.

- (e) Repair or replace any off-grade or broken curb, gutter and sidewalk satisfactory to the City Engineer.
- (f) Construct access ramps for the handicapped as required by the City Engineer.
- (g) Close any unused driveways satisfactory to the City Engineer.
- (h) Construct any necessary additional street improvements to comply with the Americans with Disabilities Act (ADA) of 1990.
- (i) That the following improvements be either constructed prior to recordation of the final map or that the construction be suitably guaranteed:
 - a. Improve Burnet Avenue being dedicated and adjoining the subdivision by the construction of the following (accordance with P-35781):
 - (1) A concrete curb, a concrete gutter, and a 5-foot concrete sidewalk adjacent to the property line and landscaping of the parkway.
 - (2) Suitable surfacing to join the existing pavement and to complete a 20-foot half roadway.
 - (3) Any necessary removal and reconstruction of existing improvements.
 - (4) The necessary transitions to join the existing improvements all satisfactory to the City Engineer.
 - b. Improve Broadmoor Street being dedicated and adjoining the subdivision by the construction of the following (accordance with P-35781):
 - (1) A concrete curb, a concrete gutter, and a 10-foot full-width concrete sidewalk with tree wells.
 - (2) Suitable surfacing to join the existing pavement and to complete a 20-foot half and variable width roadway.
 - (3) Any necessary removal and reconstruction of existing improvements.
 - (4) The necessary transitions to join the existing improvement.

- (5) Suitable improvements of the elbow section 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.

Further, in the event the Advisory Agency approves the Tentative Tract, the following findings for the California Environmental Quality Act and Subdivision Map Act should be adopted by the Advisory Agency.

FINDINGS OF FACT (CEQA)

The Department of City Planning issued Mitigated Negative Declaration ENV 2005-2970 MND on June 22, 2005. The Department found that potential negative impact could occur from the project's implementation due to:

Aesthetics (Landscaping, Light)
Air Pollution (Stationary)

Seismic
Erosion/Grading/Short-Term construction Impacts
Subsidence
Increased Noise Levels (Parking Structure Ramps)
Public Services (Fire, Police General, Schools)
Recreation (Increase Demand For Parks Or Recreational Facilities)
Utilities (Local or Regional Water Supplies, Solid Waste)

The Deputy Advisory Agency, certifies that Mitigated Negative Declaration No. ENV 2005-2970 MND reflects the independent judgement of the lead agency and determined that this project would not have a significant effect upon the environment provided the potential impacts identified above are mitigated to a less than significant level through implementation of Condition No(s). 6,11, 13d, 13g, 16, and 17 of the Tract's approval. Other identified potential impacts not mitigated by these conditions are mandatorily subject to existing City ordinances, (Sewer Ordinance, Grading Ordinance, Flood Plain Management Specific Plan, Xeriscape Ordinance, Stormwater Ordinance, etc.) which are specifically intended to mitigate such potential impacts on all projects.

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

The project site, as well as the surrounding area is presently developed with residential 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. 15.

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. 62910, the Advisory Agency of the City of Los Angeles, pursuant to Sections 66473.1, 66474.60, .61 and .63 of the State of California Government Code (the Subdivision Map Act), makes the prescribed findings as follows:

- (a) THE PROPOSED MAP WILL BE/IS CONSISTENT WITH APPLICABLE GENERAL AND SPECIFIC PLANS.

- (b) THE DESIGN AND IMPROVEMENT OF THE PROPOSED SUBDIVISION ARE CONSISTENT WITH APPLICABLE GENERAL AND SPECIFIC PLANS.

The proposed project site extends into two land use categories. The adopted Mission Hills-Panorama City-North Hills Community Plan designates the subject property for Low Medium II Residential and Medium Residential land uses. The corresponding zones for Low Medium II Residential are RD2 and RD1.5 and the corresponding zone for Medium Residential is R3. The property contains approximately 54,214 net square feet after required dedication and is presently zoned RA-1. The proposed development of 43 residential condominiums is allowable under the proposed R3-1 and RD1.5-1 zones and the current land use designations.

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 project conforms with both the specific provisions and the intent of the Specific Plan for the Management of Flood Hazards (Section 5 of Ordinance 172,081).

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

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

The site is one of the few under improved 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 Department of Building and Safety, Grading Division, has tentatively approved the tract map, subject to control of on-site drainage in a manner acceptable to that Department relative to Division 70 of the Building Code.

The soils and geology reports for the proposed subdivision were found to be adequate by the Grading Division of the Department of Building and Safety.

- (e) THE DESIGN OF THE SUBDIVISION AND THE PROPOSED IMPROVEMENTS ARE NOT LIKELY TO CAUSE SUBSTANTIAL ENVIRONMENTAL DAMAGE OR

SUBSTANTIALLY AND AVOIDABLY INJURE FISH OR WILDLIFE OR THEIR HABITAT.

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

The project site, as well as the surrounding area is presently developed with residential 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 tentative and final maps for Tract No. 62910.

Con Howe
Advisory Agency



MICHAEL LOGRANDE
Deputy Advisory Agency

CH:ML:TLI,jh

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

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

Figueroa Plaza
201 N. Figueroa St., 4th Floor
Los Angeles, CA 90012
(213) 482-7077

Marvin Braude San Fernando
Valley Constituent Service Center
6262 Van Nuys Bl., Room 251
Van Nuys, CA 91401
(818) 374-5050

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

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

CITY OF LOS ANGELES

INTER-DEPARTMENTAL CORRESPONDENCE

DATE: May 24, 2006

TO: Emily Gabel-Luddy, Deputy Advisory Agency, City Planning Department
200 N. Spring St., 7th Floor, CH, Los Angeles, CA 90012-2601; Stop 395

FROM: *CD Wall 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. 62910 Parcel Map L.A. No. _____ Zone Change No. _____ is obligated to pay a fee of \$156,993.00 on 43 dwelling unit(s), site address, 9001 & 9009 Burnet Avenue, in the R3 Zone, in CD 7 as approved by the Advisory Agency letter/ Ordinance No. _____ dated 4/28/2006 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 \$156,993.00.
3. Certificates of Deposit guaranteeing payment of a fee of \$0.00
4. Payment of a Dwelling Unit Construction Tax of \$0.00 on _____
5. Prior payment to Recreation and Parks of a fee of \$0.00 on _____. This payment has been deducted from the total Section 17.12 fee.
6. Receiving from the Advisory Agency, a recreation area credit of \$0.00 on _____ (Section 17.12 (F) of the Los Angeles Municipal Code).
7. Registering a copy of the Covenant and Agreement associated with this tentative tract or parcel map, or Zone Change attached as Los Angeles County document No. _____.
- 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 Lee, Tel: 213-977-8944; Fax: 213-580-8893
Building & Safety, 201 No. Figueroa St.9th Floor, L.A. 90012; Attn: Ann Ormiston, Tel: 213-482-8890; Lourdes Ramiro, Tel: 213-482-8809; 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: 213-978-8568
Recreation & Parks: Grants Administration, 1200 W 7th St 7th Floor, L.A. 90017; Attn: Vivien Quintos, Tel: 213-928-9162; Fax: 213-928-9122; **Planning & Construction**; Attn: Camille Walls, Tel: 213-928-9132; Fax: 213-928-9180

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

Date: June 7, 2005

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

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

Subject: Tentative Tract Map No. 62910 - Transmittal of Map.

Transmitted is a print of tentative map of Tract Map No. 62910 lying westerly of Burnet Avenue and northerly of Rayen Street in Council District No. 7.

This map has been filed for a 43-unit new residential condominium purposes. The subdivision layout is satisfactory as submitted.

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

I recommend that the tentative map of Tract No. 62910 be approved, subject to the standard conditions issued by your department and the following special conditions:

1. That all the existing future street easements along Burnet Avenue, Memory Park Avenue and Broadmoor Street adjoining the tract be accepted by a suitable resolution.
2. That Condition No. S1(a) of the Planning Departments standard conditions regarding payment of the Sewerage Facilities Charges be deemed as satisfied, insofar as the recordation of this is concerned.
3. That the following improvements be either constructed prior to recordation of the final map or that the construction be suitably guaranteed:
 - a. Improve Burnet Avenue being dedicated and adjoining the subdivision by the construction of the following (accordance with P-35781):
 - (1) A concrete curb, a concrete gutter, and a 5-foot

concrete sidewalk adjacent to the property line and landscaping of the parkway.

- (2) Suitable surfacing to join the existing pavement and to complete a 20-foot half roadway.
- (3) Any necessary removal and reconstruction of existing improvements.
- (4) The necessary transitions to join the existing improvements all satisfactory to the City Engineer.

b. Improve Broadmoor Street being dedicated and adjoining the subdivision by the construction of the following (accordance with P-35781):

- (1) A concrete curb, a concrete gutter, and a 10-foot full-width concrete sidewalk with tree wells.
- (2) Suitable surfacing to join the existing pavement and to complete a 20-foot half and variable width roadway.
- (3) Any necessary removal and reconstruction of existing improvements.
- (4) The necessary transitions to join the existing improvement.
- (5) Suitable improvements of the elbow section satisfactory to the City Engineer.

Note: Approval from Board of Public Works may be necessary before removal of any street trees in conjunction with the improvements in this tract map through Bureau of Street Services Street Tree Division.

Any questions regarding this report should be directed to Mr. Ken Alson of the Land Development Section, located at 201 North Figueroa Street, Suite 200, or by calling (213) 977-8951.

EY/KA/qt
H:ldg3\gtWP181

Enc.

cc: Valley Engineering District Office

Robert K. Kameoka
Fax: (626) 286-3953

CITY OF LOS ANGELES
CALIFORNIA

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

CITY PLANNING COMMISSION

MABEL CHANG
PRESIDENT

DAVID L. BURG
VICE-PRESIDENT

JOY ATKINSON
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MARY GEORGE
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MITCHELL B. MENZER
BRADLEY MINDLIN
THOMAS E. SCHIFF

GABRIELE WILLIAMS
COMMISSION EXECUTIVE ASSISTANT
(213) 978-1300



JAMES K. HAHN
MAYOR

RECEIVED
LAND DEVELOPMENT GROUP
05 MAY 12 AM 9:51

EXECUTIVE OFFICES

CON HOWE
DIRECTOR
(213) 978-1271

FRANKLIN P. EBERHARD
DEPUTY DIRECTOR
(213) 978-1273

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

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

FAX: (213) 978-1275

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

TT FEE PAID
MAY 10 2005

Filing Notification and Distribution

ADDRESS: 9001 N. Burnet Avenue

DATE OF FILING AND MAP STAMP

COMMUNITY: Mission Hills-North Hills-
Panorama City

DATE: May 10, 2005

**EXPEDITED
PROCESSING
SECTION**

TRACT MAP NO: 62910

DEEMED COMPLETE AND DISTRIBUTION

DATE: May 11, 2005

Hillside: () Yes (X) No

- (X) COUNCIL DISTRICT NO: 7
- (X) Neighborhood Planning (Check Office below)
 - (X) Valley
 - () West Los Angeles
 - () Harbor
 - () Metro E/S
- Department of Public Works
 - (X) Bureau of Engineering
 - (X) Bureau of Sanitation
- Department of Building and Safety
 - (X) Grading Engineer
 - (X) Zoning Engineer
- (X) Department of Transportation
- Department of Water and Power
 - (X) Underground Design
 - (X) Real Estate
 - (X) Water System
 - (X) Fire Department (mark "Fire")

- () Community Plan Revision
- (X) Department of Recreation and Parks
- (X) Department of Telecommunications
- (X) Bureau of Street Lighting (No. P.S.)
- () Community Redevelopment Agency
(See Counter Map) (No. P.S.)
- () Animal Regulation (Hillside)
- (X) Housing Department
- (X) Board of Education (No P.S.)
- (X) Los Angeles County Health Department
(No P.S.)
- () City of Beverly Hills
(See Counter Map) (No P.S.)
- () Dan O'Connell (if Mulholland Scenic Corridor)
- (X) Imaging Services
- (X) GIS - c/o Fae Tsukamoto

The above tract has been filed with the Advisory Agency.

The Advisory Agency will await your report and recommendation regarding the above matter for 39 days. If we have not received a written report from you after 40 days from the date of filing, we will assume that you have no report to make.

Con Howe
Director of Planning

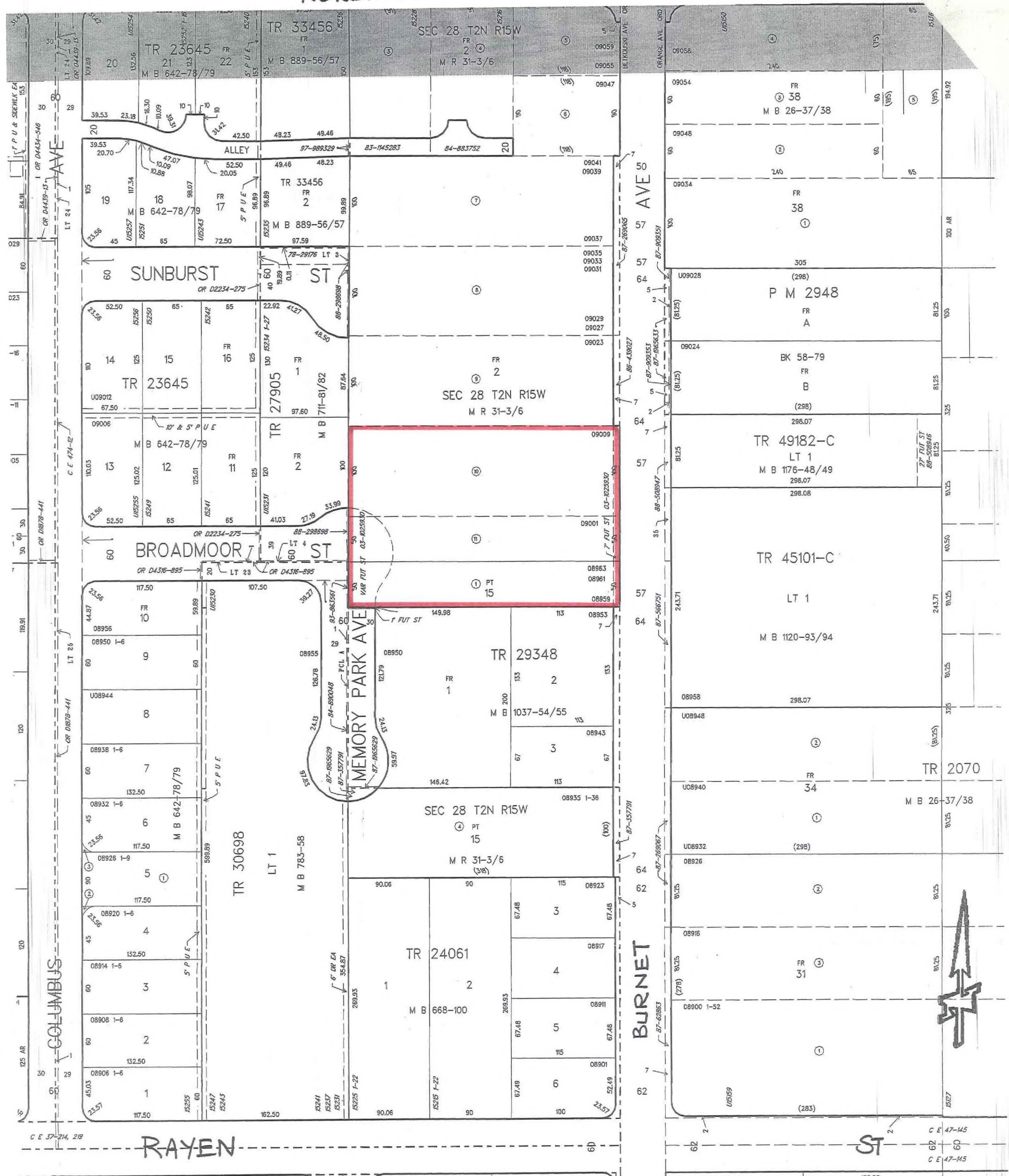
Jose Herrera for
MICHAEL LOGRANDE
Deputy Advisory Agency

CP-6300 (5/23/00)

EXPEDITED PROCESSING CASE
DATE DUE: 06 / 19 / 05
 Please forward reports to the following e-mail addresses:
Spastuch@planning.lacity.org
Jherrera@planning.lacity.org

NORDHOFF

ST



D. M. 195 B145