

Office of the City Engineer

Los Angeles, California

To The Honorable Council

Of the City of Los Angeles

Honorable Members:

NOV 5 2009

C. D. No. 15

SUBJECT:

Final Map of Tract No. 61427

RECOMMENDATIONS:

Approve the final map of Tract No. 61427 located at 1445 West 225<sup>th</sup> Street lying easterly of Denker Avenue and accompanying Subdivision Improvement Agreement and Contract with attached security documents.

FISCAL IMPACT STATEMENT

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

TRANSMITTALS:

1. Map of Tract No. 61427.
2. Unnumbered file for Tract No. 61427.
3. Subdivision Improvement Agreement and Contract with attached security documents.

DISCUSSION:

The tentative map of Tract No. 61427 was conditionally approved by the Advisory Agency on December 6, 2004 for a maximum 14-unit condominium project.

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

The conditions of approval for the tract map have been fulfilled including payment of the Recreation and Parks Fee of \$49,000.00 less the Dwelling Unit Construction Tax in the amount of \$2,600.00. 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 December 9, 2012.

The subdivider and engineer for this subdivision are:

Subdivider

Denker Gateway Limited Partnership  
By: MBN, 5820 David, LLC  
General Partners  
12421 Venice Boulevard, Suite 8  
Los Angeles, CA 90066

Engineer

Yale Partners, Ltd.  
1150 Yale Street, Suite 11  
Santa Monica, CA 90403

Report prepared by:

Land Development Group

Joseph Gnade  
Civil Engineer  
Phone (213)977-8931

Respectfully submitted,



Edmond Yew, Manager  
Land Development Group  
Bureau of Engineering

EY/JG/WS  
H:/tract61427

APPROVED FOR THE  
CITY ENGINEER BY  
D. Engle  
BOND CONTROL

ACCEPTED  
RISK MANAGEMENT  
CITY ADMINISTRATIVE OFFICE

CA0080161  
7-3-08

City of Los Angeles  
DEPARTMENT OF PUBLIC WORKS  
**SUBDIVISION IMPROVEMENT AGREEMENT AND CONTRACT**

THIS AGREEMENT AND CONTRACT, made and entered into, by and between the CITY OF LOS ANGELES, hereinafter designated as the CITY; and **MNPP DENKER LP**

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. 61427**

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 **EIGHT FOUR THOUSAND AND NO/100 Dollars (\$84,000.00)**.

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:

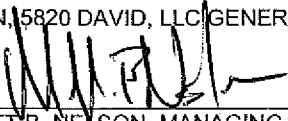
**SUBDIVISION IMPROVEMENT AGREEMENT AND CONTRACT**

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 \_\_\_\_\_.

**MNPP DENKER LP , A CALIFORNIA LIMITED PARTNERSHIP (OWNER)**

BY: MBN 15820 DAVID, LLC GENERAL PARTNER



BY: MATT B. NELSON, MANAGING MEMBER

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

District Design Office: **HARBOR**

Council District No.:

Date Issued: **12/13/2007**

Location: **1445 225TH ST**

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On June 24, 2008 before me, Benjamin Herrera, Notary Public  
(Here insert name and title of the officer)

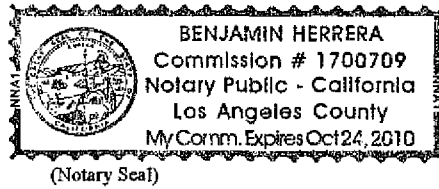
personally appeared Matthew B. Nelson

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

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

WITNESS my hand and official seal.

*Benjamin Herrera*  
 Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Subdivision Improvement  
(Title or description of attached document)

Agreement and Contract  
(Title or description of attached document continued)

Number of Pages 4 Document Date 06/24/08

(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

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

PREMIUM: \$2,520.00/TWO YEAR TERM  
348783S  
\_\_\_\_\_  
SURETY'S BOND NO.

**HARBOR**

\_\_\_\_\_  
District/Division Design Office  
Council District No.  
Date Issued: 12/13/2007

\_\_\_\_\_  
CAO-RISK MGMT. NO.

**SUBDIVISION IMPROVEMENT AND WARRANTY PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, **MNPP DENKER LP**

as PRINCIPAL and INDEMNITY COMPANY OF CALIFORNIA a corporation  
incorporated under the laws of the State of CALIFORNIA and authorized by the  
laws of the State of California to execute bonds and undertakings as sole surety, as SURETY, are  
held and firmly bound unto the City of Los Angeles, in the JUST and FULL SUM of **EIGHT FOUR  
THOUSAND AND NO/100 Dollars (\$84,000.00)** . lawful money of the United States, for the  
payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

**TRACT NO. 61427**

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

Continuation Sheet For:

**SUBDIVISION IMPROVEMENT AND WARRANTY PERFORMANCE BOND**

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

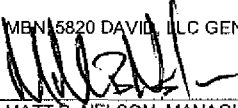
THE SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the annexed agreement, or to the work to be performed thereunder, or to the specifications accompanying the work to be performed, shall in anywise affect its obligations on this bond, and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

IN WITNESS WHEREOF, this instrument has been duly executed by the above named PRINCIPAL and SURETY on APRIL 29, \_\_\_\_\_, 2008.

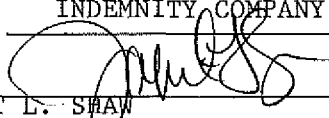
Principal Signatories

**MNPP DENKER LP , A CALIFORNIA LIMITED PARTNERSHIP (OWNER)**

BY: MEN 15820 DAVID, LLC GENERAL PARTNER

  
BY: MATT B. NELSON, MANAGING MEMBER

SURETY: INDEMNITY COMPANY OF CALIFORNIA

By:  \_\_\_\_\_ (Attorney-in-Fact)  
JANET L. SHAW

Surety's Address: 17780 FITCH , SUITE 200 IRVINE, ca 92614

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

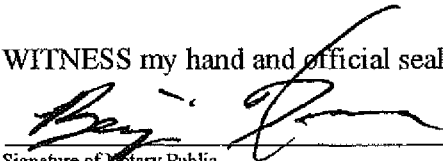
On June 24, 2008 before me, Benjamin Herrera Notary Public  
(Here insert name and title of the officer)

personally appeared Matthew B. Nelson

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

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

WITNESS my hand and official seal.

  
 Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### 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

**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 \_\_\_\_\_

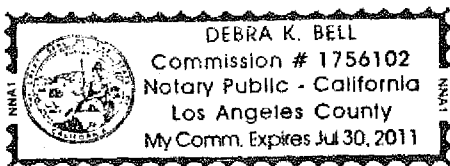
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On APR 29 2008 before me, DEBRA K. BELL, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared JANET L. SHAW  
Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature Debra K. Bell  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

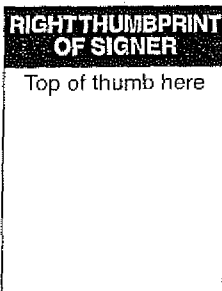
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

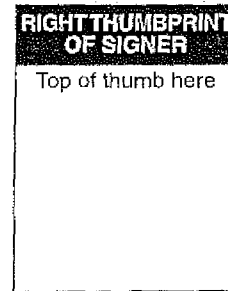
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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

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

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



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

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

PREMIUM: INCLUDED IN PERFORMANCE  
348783S  
\_\_\_\_\_  
SURETY'S BOND NO.

**HARBOR**

\_\_\_\_\_  
District/Division Design Office  
Council District No.  
Date Issued: **12/13/2007**

\_\_\_\_\_  
CAO-RISK MANAGEMENT NO.

**SUBDIVISION LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, **MNPP DENKER LP**

as PRINCIPAL and INDEMNITY COMPANY OF CALIFORNIA a corporation  
incorporated under the laws of the State of CALIFORNIA and authorized by the  
laws of the State of California to execute bonds and undertakings as sole surety, as SURETY, are  
held and firmly bound unto the City of Los Angeles, in the JUST and FULL SUM of **FORTY TWO  
THOUSAND AND NO/100 Dollars (\$42,000.00)** . lawful money of the United States, for the  
payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors, and assigns, jointly and severally, firmly by these presents.

The CONDITION of the foregoing obligation is such that WHEREAS the PRINCIPAL has entered  
or is about to enter into a contract with the CITY, pursuant to the authority of an act of the  
Legislature of the State of California known as the "Subdivision Map Act" (Division 2, commencing  
with Section 66410, of Title 7 of the Government Code) and amendments thereto, for the  
construction and installation of certain public improvements in accordance with the terms and  
conditions stipulated in said contract, and WHEREAS, pursuant to said Code, the PRINCIPAL  
must give this PAYMENT BOND as a condition to the execution of said contract, and for approval  
by the CITY of that certain division of land known as:

**TRACT NO. 61427**

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

Continuation Sheet For:

**SUBDIVISION LABOR AND MATERIAL PAYMENT BOND**

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

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

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

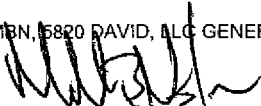
IN WITNESS WHEREOF, this instrument has been duly executed by the above named PRINCIPAL and SURETY on APRIL 29, \_\_\_\_\_, 20 08.

Principal Signatories

Principal Signatories

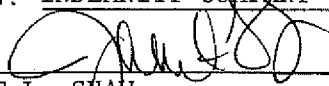
**MNPP DENKER LP**, A CALIFORNIA LIMITED PARTNERSHIP (OWNER)

BY: MBN, 6820 DAVID, LLC GENERAL PARTNER



BY: MATT B. NELSON, MANAGING MEMBER

SURETY: INDEMNITY COMPANY OF CALIFORNIA

By:  (Attorney-in-Fact)

JANET L. SHAW,

Surety's Address: 17780 FITCH, SUITE 200 IRVINE, CA 92614

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

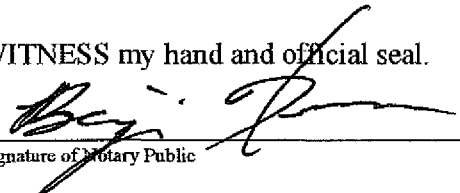
On June 24, 2008 before me, Benjamin Herrera Notary Public  
(Here insert name and title of the officer)

personally appeared Matthew B. Nelson

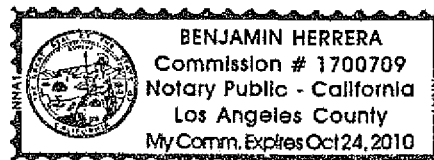
who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on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

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

WITNESS my hand and official seal.

  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### 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

### 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 \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On APR 29 2008

Date

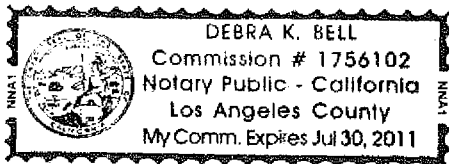
before me,

DEBRA K. BELL, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared JANET L. SHAW

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

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

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

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

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

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

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

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

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

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

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

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that as except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

\*\*\* Cindy L. Ridley, Janet L. Shaw, Cheryl Caiger, Debra Bell, Thomas C. Moore, Gerald L. Ervin, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

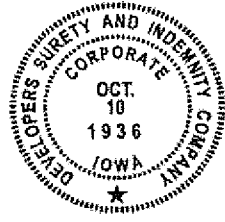
RESOLVED, that the chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Vice President and attested by their respective Assistant Secretary this January 1st, 2008.

By: [Signature]  
Stephen T. Pate, Senior Vice President

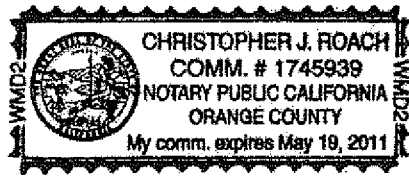
By: [Signature]  
Charles L. Day, Assistant Secretary



State of California  
County of Orange

On January 1st, 2008 before me, Christopher J. Roach, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Stephen T. Pate and Charles L. Day  
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature [Signature]  
Christopher J. Roach

CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the day of APR 29 2008

By: [Signature]  
Albert Hillebrand, Assistant Secretary

**LIMITED PARTNERSHIP AGREEMENT FOR  
MNPP DENKER, LP  
A CALIFORNIA LIMITED PARTNERSHIP**

THE PARTNERSHIP INTERESTS REPRESENTED BY THIS DOCUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAW OF CALIFORNIA OR ANY OTHER JURISDICTION. THE PARTNERSHIP INTERESTS MAY NOT BE SOLD, PLEDGED, GIVEN, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND APPLICABLE CALIFORNIA SECURITIES LAWS UNLESS STEPS ARE TAKEN TO COMPLY WITH APPROPRIATE EXEMPTIONS FROM SUCH REGISTRATIONS.

**LIMITED PARTNERSHIP AGREEMENT FOR  
MNPP DENKER, LP  
A CALIFORNIA LIMITED PARTNERSHIP**

THIS LIMITED PARTNERSHIP AGREEMENT ("Agreement") is effective as of October \_\_\_\_, 2006 (the "Effective Date"), between, MBN, 5820 DAVID, LLC, a California limited liability company (the "General Partner"), and those parties identified on the signature page of this Agreement under the heading "Limited Partners" (collectively, the "Limited Partners", and, each, a "Limited Partner"). The General Partner and the Limited Partners shall sometimes hereinafter be collectively called the "Partners." The Partners agree as follows:

1. **FACT RECITALS; CERTIFICATE OF LIMITED PARTNERSHIP.**

By this Agreement, the Partners intend to form a limited partnership pursuant to the provisions of the California Revised Limited Partnership Act (the "Act"). The Partnership shall be operated in accordance with the Act except as otherwise modified in this Agreement. The General Partner (or attorney for the Partnership or other authorized person) either has or forthwith shall execute, acknowledge and file a Certificate of Limited Partnership (LP-1) with the California Secretary of State, a copy of which is (or shall be) attached hereto and incorporated herein by this reference. Thereafter, the General Partner shall execute and file certificates of amendment of the Certificate of Limited Partnership whenever required by the Act or this Agreement. The General Partner will execute and file original or amended certificates evidencing the information and operation of the Partnership whenever required under the laws of any other states in which the Partnership determines to do business.

2. **NAME OF PARTNERSHIP.**

The name of the limited partnership is MNPP Denker, LP (the "Partnership"). Should the Partnership choose to do business under a name other than that set forth in its Certificate of Limited Partnership, then the General Partner shall, on behalf of the Partnership, sign and cause to be filed with the Business Division of the County Clerk of the county(ies) in which the Partnership shall use such name a current Fictitious Business Name Statement in accordance with Section 17910 of the California Business and Professions Code and any other applicable law.

3. **TERM OF THE PARTNERSHIP.**

The Partnership shall commence as of the date of filing of its Certificate of Limited Partnership with the California Secretary of State and shall be dissolved, its assets shall be disposed of, and its affairs wound up on the first to occur of the following:

- a. The Partnership's sale of substantially all of its assets; or

b. The termination of the Partnership by written consent of all of the Partners; or

c. The termination of the Partnership when the General Partner has determined that the business objectives of the Partnership have been substantially completed;

d. The termination of the Partnership upon any other ground as permitted in this Agreement.

4. **PURPOSE OF THE PARTNERSHIP.**

The purpose of the Partnership is to develop and build (the "Project") fourteen (14) townhomes on the real property located at 1443-1445 West 225<sup>th</sup> Street, Torrance, California, 90501 (the "Property"), in accordance with the provisions of a business plan developed by the General Partner and unanimously approved by the Limited Partners. Within six months following the formation of the Effective Date (the "Initial Distribution Date"), the General Partner shall have submitted an application to, and received funding by, a lending institution of its choice for a construction loan to build the Project Property (the "Construction Loan"). The Construction Loan will include amounts for reimbursement of land acquisition, soft costs, and organizational expenses for the Partnership, including but not limited to legal and accounting fees. The Property is more fully described in Exhibit "B" and incorporated herein by this reference.

5. **PRINCIPAL PLACE OF BUSINESS.**

The principal place of business of the Partnership shall be 4100 Del Rey Avenue, Marina del Rey, California, 90292. The principal place of business of the Partnership may be changed to another place as decided by the General Partner.

6. **PARTNERS.**

a. **Admission of Additional General Partner(s).**

Subject to any other provisions of this Agreement, a person may be admitted as a General Partner after the Certificate of Limited Partnership is filed only with the written consent of the General Partner and the vote or written consent of a majority-in-interest of the Limited Partners.

b. **Replacement of Sole Remaining General Partner.**

If a General Partner ceases to be a General Partner through any cause set forth in Section 15642 of the Act, and there is no remaining General Partner, one or more new General Partners may be admitted to the Partnership on the affirmative vote of a majority-in-interest of the Limited Partners and their election in writing to continue the business of the Partnership.

c. Admission of Additional Limited Partners.

Subject to the provisions of this Agreement governing transfers of Partnership interests, a person may acquire an interest in the Partnership directly from the Partnership and be admitted as an additional Limited Partner on approval of the General Partner and a majority-in-interest of the Limited Partners.

d. Admission of Substituted Limited Partner.

The assignee of a Partnership interest may be admitted as a substituted Limited Partner upon approval of the General Partner.

e. Amendment of Partnership Records.

On admission of a General Partner or Limited Partner, the General Partner shall add the name, address, contribution, and that Partner's share in Partnership profits or losses to the list of Partners kept in the principal executive office of the Partnership.

f. Bound by Agreement.

Before any person is admitted to the Partnership as a General or Limited Partner, that person must agree in writing to be bound by all of the provisions of this Agreement.

7. INITIAL CAPITAL CONTRIBUTIONS.

a. Capitalization.

The Partnership will have an initial capitalization as set forth in Exhibit "A," attached hereto and incorporated herein.

b. Partners' Initial Capital Contribution.

The General Partner shall contribute to the capital of the Partnership in cash the amount set forth opposite such Partner's name under the column entitled "Capital Contribution" on Exhibit "A." Concurrently herewith, the Limited Partners shall contribute the Property to the Partnership by executing that certain Quitclaim Deed attached hereto as Exhibit "C" and delivering such Quitclaim Deed to the General Partner. The General Partner shall cause such Quitclaim Deed to be recorded in the Office of the Recorder of the counties in which such Property is located.

c. Initial Capital Contributions from New or Replacement General Partners.

Each new or replacement General Partner admitted after the execution of this Agreement must contribute, prior to admission to the Partnership, a sum that is determined by the General Partner. In the alternative, or in addition to the contribution provided for herein, the remaining General Partner may require a General Partner who is being admitted to replace a former General Partner to purchase the interest of the former General Partner. The foregoing provisions are subject, however, to any requirements for approval by the Limited Partners specified elsewhere in this Agreement. If there is no remaining General Partner, the contribution and interest of a new or replacement General Partner shall be determined by the Limited Partners.

d. Initial Capital Contributions From New Limited Partners.

Each new Limited Partner shall contribute to the capital of the Partnership an amount determined by the General Partner.

8. ADDITIONAL CAPITAL CONTRIBUTIONS.

If the General Partner determines that additional capital is required, it will request all Partners to make pro rata additional capital contributions based on their respective interests in the profits and losses. If a Partner chooses to contribute such additional capital, it shall do so within fifteen (15) days following receipt of the written notice. To the extent that any Partner declines to make its pro rata additional capital contribution, the General Partner may, but shall not be required to, do any one of the following:

- a. Make a loan to the Partnership in such amount;
- b. Make an additional contribution to capital in such amount either as a General Partner or as a Limited Partner, as the General Partner shall determine;
- c. Solicit capital contributions from other parties and allow them to become Partners in the Partnership in accordance with the numbered paragraph of this Agreement entitled "ADMISSION OF NEW PARTNERS";
- d. Solicit loans from other parties; or
- e. Any combination of the foregoing, at the sole discretion of the General Partner.

Nothing in this paragraph shall be interpreted to require any Partner to make any additional capital contribution. The purpose of this paragraph is to permit the Partners to maintain their pro rata interest in the Partnership if additional capital is required. Therefore, should the General Partner determine that additional capital is required and if any Partner chooses not to contribute its pro rata share of such additional capital, and if the General Partner

interest or portion shall succeed to the transferor's capital account attributable to such interest or portion.

f. The principal amount of a promissory note that is not readily traded on an established securities market and that is contributed to the Partnership by the maker of the note shall not be included in the capital account of any person until the Partnership makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Reg. Section 1.704-1(b)(2)(iv)(d)(2).

g. Each Partner's capital account shall be increased or decreased as necessary to reflect a revaluation of the Partnership's property assets in accordance with the requirements of Reg Section 1.704-1(b)(2)(iv)(f) and 1.704-1(b)(2)(iv)(g), including the special rules under Reg Section 1.701-1(b)(4), as applicable.

h. "Adjusted Capital Account Deficit" shall mean the deficit balance, if any, in a Partner's adjusted capital account as of the end of the taxable year. This definition is intended to comply with and shall be interpreted to be consistent with Treasury Regulation section 1.704-1(b)(2)(ii)(d). If any Partner unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulation section 1.704-1(b)(2)(ii)(d)(4), (5), or (6), then items of net income shall be specifically allocated to that Partner in an amount and manner sufficient to eliminate, to the extent required by the Regulation, the Adjusted Capital Account Deficit of that Partner as quickly as possible. This section is intended to comply with and shall be interpreted to be consistent with the provisions of Treasury Regulation section 1.704-1(b)(2)(ii)(d).

i. If there is a net decrease in the Partnership's minimum gain during any fiscal year, then each Partner who would otherwise have an Adjusted Capital Account Deficit at the end of that year shall be specially allocated items of net income for that year (and, if necessary, subsequent years) in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit as quickly as possible. This section is intended to comply with and shall be interpreted to be consistent with the minimum gain chargeback, requirements of Treasury Regulation section 1.704-2(F).

j. To the extent an allocation of loss to a Partner would cause the Partner to have an Adjusted Capital Account Deficit, the loss shall not be allocated to that Partner and instead shall be allocated to other Partners.

k. It is the intent of the Partnership that this Agreement comply with the terms and requirements of Treasury Regulation section 1.704-1(b)(2)(ii)(d), including its provisions for the safe harbor test and the qualified income offset. Treasury Regulation section 1.704-1(b)(2)(ii)(d) is incorporated by reference in this Agreement. If the Partnership determines that the allocation provisions of this Agreement are unlikely to be respected for federal income tax purposes, the General Partner shall have the authority to amend the allocation provisions of the Agreement to the minimum extent necessary to effect the allocations and distribution plan of

the Agreement. The General Partner shall have the authority, at its sole discretion, to adopt and revise rules, conventions, and procedures for admitting Partners to reflect their interest in the Partnership at the close of the year.

12. **PROFITS AND LOSSES.**

Net income, gain, net loss, loss, tax credits and any items thereof (collectively "profits and losses") shall be allocated among the Partners as set forth on Exhibit "A" attached hereto. The words "net income," "gain," "net loss," "loss," "tax credits" and any items thereof shall be determined in accordance with the accounting method followed by the Partnership for federal income tax purposes.

13. **CASH AVAILABLE FOR DISTRIBUTION.**

Distribution of the cash flow of the Partnership, if any, shall be limited to the amount that the General Partner shall, from time to time, determine. Any cash deemed available for distribution shall be distributed in the following order:

(a) First to repay any loans or advances of the Limited Partners which are not parts of their Invested Capital;

(b) Next to the Limited Partners until they have received an amount equal to all of their Invested Capital.

(c) Next to repay any loans or advances of the General Partners which are not part of its Invested Capital;

(d) Next to the General Partner until it has received an amount equal to all of its Invested Capital;

(e) The balance of the net proceeds from the construction loan, operations, sales and refinancing shall be distributed fifty (50%) percent to the General Partner and fifty (50%) percent to the Limited Partners.

For purposes of this Agreement, the term "Invested Capital" shall mean, with respect to each Partner, the sum of their initial capital contribution, reduced by any distribution made pursuant to this section and any other repatriation of capital as made from time to time by the General Partner.

14. **LOAN OF MONEY TO THE PARTNERSHIP.**

No Partner may loan any money to or for the benefit of the Partnership except as determined by the General Partner. Except as determined in accordance with the numbered paragraph of this Agreement, entitled "Additional Capital Contributions"; any such loan shall be

a debt of the Partnership to the Partner making such loan and shall bear interest at a rate equal to but not exceeding the highest rate then permissible under applicable usury law. Any such loan shall not be regarded as a part of the lending Partners' capital account and shall not entitle the lending Partner to any increased share of the profits or losses of the Partnership.

15. REIMBURSEMENT OF EXPENSES.

No Partner shall incur expenses on behalf of the Partnership except the General Partner. To the extent so approved and incurred, such expenses shall be reimbursed pursuant to the provisions of the numbered paragraph of this Agreement entitled "CASH AVAILABLE FOR DISTRIBUTION."

16. FISCAL YEAR.

The Partnership shall, for accounting and income tax purposes, keep any books and records on a calendar year basis.

17. BASIS OF ACCOUNTING.

Any books of the Partnership shall be kept on a basis of accounting determined by the General Partner to be in the best interests of the Partners and the Partnership.

18. MAINTENANCE OF BOOKS AND RECORDS.

a. Records.

The General Partner shall keep or cause to be kept at the Partnership's principal place of business the following Partnership documents:

(1) A list of the full names and last known business or residence addresses of all of the Partners set forth in alphabetical order, together with the contribution and share in profits and losses of each Partner;

(2) A copy of the Certificate of Limited Partnership and all Certificates of Amendment thereto, together with executed copies of any powers of attorney pursuant to which any certificate has been executed;

(3) A copy of the Partnership's federal, state and local income tax information returns and reports, if any, for the six (6) most recent taxable years;

(4) Copies of the original of this Agreement and all amendments to this Agreement;

(5) Financial statements of the Partnership for the six (6) most recent fiscal years; and

(6) The Partnership's books and records for at least the current and past four (4) fiscal years.

b. Delivery to Partner and Inspection.

(1) Upon the request of any Partner, the General Partner shall promptly deliver to the Partner, at the expense of the Partnership, a copy of the information required to be delivered to a Partner in accordance with this Agreement.

(2) Each Partner has the right, upon reasonable request, to:

(a) Inspect and copy during normal business hours any of the Partnership's records required to be maintained as set forth in subparagraph a. of this numbered paragraph.

(b) To obtain a copy of the Partnership's federal, state and local income tax or information returns for each year.

c. Separate Books and Records.

The Partnership shall keep a specific set of books for the Partnership alone. The books shall be kept according to generally accepted accounting principles consistently applied and bookkeeping principles appropriate and usual for a business of the type in which the Partnership is engaged.

19. ANNUAL ACCOUNTING AND REPORT TO PARTNERS.

The Partnership's books and records shall be examined and reviewed as of the close of each fiscal year of the Partnership, at the expense of the Partnership, by an accountant as may be chosen by the General Partner. Such accountant shall furnish each Partner with any information necessary to permit each Partner to complete his/her individual federal and state income tax returns. In addition, within ninety (90) days after the end of the fiscal year of the Partnership, at the expense of the Partnership, such accountant shall prepare and furnish each Partner with an annual report containing (a) a statement of the financial condition of the Partnership as of the fiscal year just ended, and (b) an operating statement for the fiscal year just ended.

20. BANK ACCOUNTS.

The Partnership shall maintain accounts at such bank(s) or other financial institution(s) as determined by the General Partner. Funds may be withdrawn on the signature of the General Partner.

21. MANAGEMENT RIGHTS OF GENERAL PARTNER.

a. Appointment.

The Partners hereby appoint **MBN, 5820 DAVID, LLC**, a California limited liability company, as the General Partner of the Partnership. Except as provided herein, the General Partner will not receive compensation for acting as such, but is entitled to be reimbursed for all amounts expended to or for the benefit of the Partnership, whether incurred before or after formation. The General Partner may be removed and replaced as a General Partner only upon the unanimous written consent of all Limited Partners.

b. Exclusive Management by General Partner.

The General Partner has sole and exclusive control of the Partnership. Subject to any limitations expressly set forth in this Agreement, the General Partner has the power and authority to take any action it may deem to be necessary, appropriate, or convenient in connection with the management and conduct of the business and affairs of the Partnership, including without limitation the power to:

(1) Acquire property, including real or personal property, for the use of the Partnership on terms and conditions as the General Partner determines to be advantageous to the Partnership;

(2) Dispose of Partnership property, either in the ordinary course of the business of the Partnership or when the General Partner deems the disposition to be in the best interests of the Partnership;

(3) Finance the Partnership's activities by borrowing money from third parties on the terms and under the conditions as the General Partner deems appropriate. When money is borrowed for Partnership purposes, the General Partner is authorized to pledge, mortgage, encumber, or grant a security interest in Partnership properties as security for the repayment of those loans;

(4) Employ, retain, or otherwise secure the services of any personnel or firms deemed necessary by the General Partner for or to facilitate the conduct of Partnership business affairs, all on the terms and for the consideration as the General Partner deems advisable; and

(5) Take any action that is permitted by law and that is customary in or reasonably related to the conduct of the Partnership business or affairs.

Except as otherwise expressly provided in this Agreement, the General Partner is subject to all the restrictions imposed on general partners by the Act and has all the rights and powers granted to general partners under those statutes.

c. Tax Matters.

The General Partner shall be the "Tax Matters Partner" (as defined in the Code) for the Partnership.

d. Restrictions on Limited Partners.

The Limited Partners do not have either the obligation or the right to take part, directly or indirectly, in the active management or control of the business of the Partnership, except as otherwise expressly permitted in this Agreement or by law.

e. Standard of Care of General Partner.

The General Partner shall exercise ordinary business judgment in managing the affairs of the Partnership. Unless fraud, deceit, or a wrongful taking is involved, the General Partner is not liable or obligated to the Limited Partners for any mistake of fact or judgment made by the General Partner in operating the business of the Partnership that results in any loss to the Partnership or its Partners. The General Partner does not, in any way, guarantee the return of the Limited Partners' capital or a profit from the operations of the Partnership. The

General Partner is not responsible to any Limited Partner because of a loss of that Partner's investment or a loss in operations, unless it has been occasioned by fraud, deceit, or a wrongful taking by the General Partner.

f. Authority for Use of Nominees.

All Partners recognize that there are sometimes practical difficulties in doing business as a Limited Partnership, occasioned by third parties seeking to determine the capacity of the General Partner to act for an on behalf of the Partnership, or for other reasons. Therefore, the Limited Partners authorize the General Partner to acquire all real and personal property, arrange all financing, enter contracts, and complete all other arrangements needed to effectuate the purpose of this Partnership, either in its own name or in the name of a nominee, without having to disclose the existence of this Partnership. If the General Partner decides to transact the Partnership business in its own names or in the name of a nominee, it must place a written declaration of trust in the Partnership books and records that acknowledges the capacity in which the nominee acts and the name of the Partnership as the true or equitable owner.

g. Removal of General Partner.

The General Partner may be removed by the affirmative vote of all Limited Partners, not counting the General Partner (or a shareholder of the General Partner) to the extent it is also a Limited Partner. Written notice of the General Partner's removal must be served on that Partner by certified mail. The notice must set forth the day on which the removal is to be effective, and that date may not be less than 30 days after the service of notice on the General Partner. If there is no other remaining General Partner, and the Limited Partners fail to elect a new General Partner pursuant to this Agreement within six (6) months after the removal becomes effective, the Partnership will be dissolved and its business will be wound up and terminated. If the removal of the General Partner does not cause the dissolution of the Partnership, the General Partner's interest may be purchased pursuant to the numbered paragraph of this Agreement entitled "TRANSFERABILITY OF INTERESTS IN PARTNERSHIP". Otherwise, that removal will cause that Partner's interest in the Partnership to be converted to that of a Limited Partner. A former General Partner whose interest has been converted to that of a Limited Partner has the same rights and obligations under this Agreement as any other Limited Partner.

h. Indemnification of the General Partner; Insurance.

The General Partner shall not be responsible for losses incurred as a result of the General Partner's negligence, gross negligence, or other acts, activities, errors, or omissions that do not constitute willful misconduct. The Partnership, but not the Limited Partners, shall and does hereby indemnify and hold harmless the General Partner and the General Partner's representatives, successors, assigns, agents, attorneys, officers, directors, parent corporations, subsidiaries, affiliates, employees, partners, co-venturers, and each of them, from and against any and all claims, demands, liability, actions, causes of action, losses, costs,

expenses, attorneys' fees, and obligations arising out of or in any way connected with the General Partner's discharge of its duties and obligations under this Agreement, with the exception of acts, activities, errors, or omissions that constitute willful misconduct. The Partnership shall have the power to purchase and maintain insurance on behalf of any General Partner, any of its Partners, agents and employees against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as a General Partner, Partner, agent or employee, whether or not the Partnership would have the power to indemnify such person against such liability under the provisions of the Act or under applicable law.

i. Devotion of Time.

The General Partner is not obligated to devote all of its time or business efforts to the affairs of the Partnership. The General Partner shall devote whatever time, effort and skill as it deems appropriate for the operation of the Partnership.

j. Transactions Between the Partnership and the General Partner.

Notwithstanding that it may constitute a conflict of interest, the General Partner may engage in any transaction (including, without limitation, the purchase, sale, lease or exchange of any property or the rendering of any service, or the establishment of any salary, other compensation or other terms of employment) with the Partnership so long as such transaction is not expressly prohibited by this Agreement and so long as the terms and conditions of such transaction, on an overall basis, are fair and reasonable to the Partnership and are at least as favorable to the Partnership as those that are generally available from persons capable of similarly performing them and in similar transactions between parties operating at arm's length, and provided that a majority of the Partners having no interest in such transaction (other than their interests as Partners) affirmatively vote or consent in writing to approve the transaction.

k. Voting Rights of the Limited Partners.

Notwithstanding any provision of this Agreement to the contrary, the following matters shall require the affirmative vote of a majority-in-interest of the Limited Partners:

- (i) any individual capital expenditure in excess of Ten Thousand and No/100s Dollars (\$10,000.00);
- (ii) selling and refinancing the Property;
- (iii) selecting and acquiring a replacement property in a transaction that qualifies as a tax free exchange pursuant to the Internal Revenue Code of 1986, as amended;
- (iv) redeveloping the Property;

(v) the retention of a professional property manager other than the General Partner;

(vi) payment to the General Partner of any fees in addition to the fees authorized in this Agreement;

(vii) the establishment of reserves in excess of Ten Thousand and No/100s Dollars (\$10,000.00) upon the dissolution of the Partnership as described in the numbered paragraph of this Agreement entitled "DISSOLUTION", or upon disposition or refinance of the Property; and

(viii) the removal of the General Partner, the appointment of a new General Partner, or the admission of additional Limited Partners.

1. Meetings of General Partner and Partners.

Meetings of the General Partner and/or Partners and written consents of the General Partner and/or Partners shall be called and held and/or obtained in accordance with the Act. Notwithstanding the foregoing, in the event of a bona fide emergency, or any other situation where compliance with the notice requirements set forth in the act would render the Partnership unable to act within a time period that is necessary to serve the best interests of the Partnership, meetings may be held on twenty-four (24) hour written notice.

m. Special Power of Attorney.

(i) Each Limited Partner hereby irrevocably constitutes and appoints the General Partner as his attorney-in-fact, in his name, place, and stead, with power and authority to execute, acknowledge, and swear to in the execution, acknowledgment, and filing of all of the following documents: (a) the Certificate of Limited Partnership, which, under the laws of the State of California or the laws of any other state where the Limited Partnership does business, is required to be filed or which the General Partner elects to file; (b) any other instrument or document required to be filed by the Limited Partnership under the laws of any state or by any governmental agency, or which the General Partner elects to file; and (c) any instrument or document that may be required to effect the continuation of the Limited Partnership, the admission of an additional or substitute Limited Partner, or the dissolution and termination of the Limited Partnership; provided, however, that the continuation, admission, or dissolution and termination are in accordance with the terms of this Agreement.

(ii) The special power of attorney being granted by each Limited Partner (a) is a special power of attorney coupled with an interest, (b) is irrevocable, (c) shall survive the incapacity of the granting Limited Partner, and (d) is limited to matters set forth in this section.

(iii) The General Partner may exercise the special power of attorney on

behalf of each Limited Partner by a facsimile signature of the General Partner or one of its general partners, or by the signature of the General Partner or one of its general partners acting as an attorney-in-fact for all the Limited Partners.

(iv) The General Partner shall promptly furnish the Limited Partners with a copy of any amendment to this Agreement executed by the General Partner pursuant to this power of attorney.

n. Limited Partner Representations and Acknowledgements.

Each Limited Partner makes the following representations to and for the benefit of the General Partner and the Partnership: (i) the Limited Partner has a preexisting personal or business relationship with the General Partner or any of its officers, directors or controlling persons, or by reason of such Limited Partner's business or financial experience, the Limited Partner has the capacity to protect its own interest in connection with the transaction; and (ii) the Limited Partner is purchasing for its own account (or a trust account if a trustee) and not with a view to or for sale in connection with any distribution of the interest in the Partnership.

22. LIABILITIES OF PARTNERS.

Except as otherwise provided in this Agreement, the liability of the General Partner arising from the conduct of the business affairs or operations of the Partnership or for the debts of the Partnership is unrestricted. The liability of the Limited Partners is restricted and limited to the amount of the actual capital contributions that each Limited Partner makes or agrees to make to the Partnership.

23. PROHIBITED TRANSACTIONS.

a. Specified Acts.

During the time of the organization or continuance of this Partnership, the General and Limited Partners specifically promise not to do any of the following:

(1) Use the name of the Partnership (or any substantially similar name) or any trademark or trade name adopted by the Partnership, except in the ordinary course of the Partnership business.

(2) Disclose to any non-partner any of the Partnership business practices, trade secrets, or any other information not generally known to the business community.

(3) Do any other act or deed with the intention of harming the business operations of the Partnership.

(4) Do any act contrary to this Agreement, except with the prior express written approval of all Partners.

(5) Do any act that would make it impossible to carry on the intended or ordinary business of the Partnership.

(6) Confess a judgment against the Partnership.

(7) Abandon or transfer or dispose of Partnership property, real or personal.

(8) Admit another person or entity as a General or Limited Partner.

b. Use of Partnership Assets.

The General Partner shall not use, directly or indirectly, the assets of this Partnership for any purpose other than conducting the business of the Partnership for the full and exclusive benefit of all its Partners.

24. CERTIFICATES OF PARTNERSHIP INTEREST.

The Partnership will issue Certificates, representing the interests of the Partners, in accordance with the following provisions:

a. Certificates.

The interests of the Partners may be represented by a certificate of partnership interest (the "Certificate"). The exact contents of a Certificate may be determined by the General Partner, but shall be issued substantially in conformity with the following requirements. Each Certificate shall be respectively numbered serially, as they are issued, shall be impressed with the Partnership's seal or a facsimile thereof, if any, and shall be signed by the General Partner. Each Certificate shall state the name of the Partnership, the fact that the Partnership is organized under the laws of the State of California as a limited partnership, the name of the person to whom issued, the date of issue, and the interest of the Partner represented thereby. A statement of the designations, preferences, qualifications, limitations, restrictions, and special or relative rights of such interest, if any, shall be set forth in full or summarized on the face or back of the certificates which the Partnership shall issue, or in lieu thereof, the certificate may set forth that such a statement or summary will be furnished to any Partner upon request without charge.

b. Cancellation of Certificate.

Any Certificate surrendered to the Partnership for transfer shall be canceled and no new Certificate shall be issued in lieu thereof until the former Certificate has been surrendered and canceled, except as herein provided with respect to a lost, stolen, or destroyed Certificate.

c. Replacement of Lost, Stolen, or Destroyed Certificate.

Any Partner claiming that his or her Certificate is lost, stolen, or destroyed may replace an affidavit or affirmation of that fact and request a new Certificate. Upon the giving of a satisfactory indemnity to the Partnership as reasonably as required by the General Partner, a new Certificate may be issued, representing the same interest as was represented by the Certificate alleged to be lost, stolen, or destroyed.

25. POWER TO INCUR LIABILITIES.

No Partner shall incur liabilities on behalf of the Partnership without the express consent of the General Partner. The fact that the General Partner has consented to a specific liability in the past shall not be deemed to be the General Partner's consent to a similar liability in the future. Consent of the General Partner to each liability shall always be obtained. A Partner who incurs any obligation in the name or on the credit of the Partnership in violation of this numbered paragraph may be held individually liable by the other Partners for the entire amount of the obligations thus incurred.

26. OTHER VENTURES.

The General Partner or any Partner, without compensation to any other Partners, may engage in or possess an interest in any other business venture of every nature and description, independently or with others, even if such venture directly or indirectly competes with the business of the Partnership.

27. ADMISSION OF NEW PARTNERS.

No new Partner shall be admitted to the Partnership unless approved in writing by the General Partner. Admission of a new Partner in conformance with the provisions of this numbered paragraph shall not cause dissolution of the Partnership.

28. TRANSFERABILITY OF INTERESTS IN PARTNERSHIP.

a. Limited Partnership Interests.

No Limited Partner shall be entitled to transfer, assign, convey, sell, encumber or in any way alienate all or any part of his or her interest in the Partnership (collectively, "Transfer") except with the prior written consent of the General Partner, which consent may be given or withheld, conditioned or delayed (as allowed by this Agreement or the Act), as the General Partner may determine in its sole and absolute discretion. After the consummation of any Transfer of any interest in the Partnership, the interest so transferred shall continue to be subject to the terms and provisions of this Agreement and any further Transfers shall be required to comply with all the terms and provisions of this Agreement.

(1) Substitution of Partners.

An assignee of an interest in the Partnership shall have the right to become a Limited Partner only if (i) the requirements of this Section are met, (ii) the assignee executes an instrument satisfactory to the General Partner accepting and adopting the terms and provisions of this Agreement, and (iii) the assignee pays any reasonable expenses in connection with his or her admission as a new Limited Partner. The admission of an assignee as a substitute Limited Partner shall not result in the release of the Limited Partner who assigned an interest in the Partnership from any liability that such Limited Partner may have to the Partnership.

(2) Permitted Transfers.

The interest of any Limited Partner may be transferred to any Limited Partner's spouse, parent, sibling, in-law, child or grandchild, or to a trust for the benefit of such Limited Partner or such Limited Partner's spouse, parent, sibling, in-law, child or grandchild, subject to compliance with this Section, and without the prior written consent of the General Partner, by inter vivos gift or by testamentary transfer.

(3) Rights of Legal Representatives.

If a Limited Partner who is an individual dies or is adjudged by a court of competent jurisdiction to be incompetent to manage the Limited Partner's person or property, the Limited Partner's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Limited Partner's rights for the purpose of settling the

Limited Partner's estate or administering the Limited Partner's property, including any power the Limited Partner has under the Certificate or this Agreement to give an assignee the right to become a Limited Partner. If a Limited Partner is a corporation, trust, or other entity and is dissolved or terminated, the powers of that Limited Partner may be exercised by its legal representative or successor.

(4) No Effect to Transfers in Violation of Agreement.

Upon any Transfer of an interest in the Partnership in violation of this Section, the transferee shall have no right to vote or participate in the management of the business, property and affairs of the Partnership or to exercise any rights of a Limited Partner. Such transferee shall only be entitled to become an assignee and thereafter shall only receive the share of one or more of the Partnership's Profit, Loss, Gain or Loss on Disposition and distributions of the Partnership's assets to which the transferor of such interest would otherwise be entitled.

b. General Partnership Interests.

(1) Option to Buy Terminated Interest of General Partner.

When a General Partner ceases to be a General Partner pursuant to Section 15642 of the Act, the remaining Limited Partners have an option, exercisable by them, or by anyone they have designated as the replacement General Partner, at any time within ninety (90) days after the date on which the withdrawing General Partner ceases to be a General Partner, to purchase the withdrawing General Partner's interest by paying the value of that interest determined as provided in the numbered section of this Agreement entitled "DETERMINATION OF PURCHASE PRICE" to the person legally entitled.

(2) Duties of New General Partner.

On the purchase and sale of a withdrawing General Partner's interest, the new General Partner shall assume all obligations of the Partnership and hold the withdrawing General Partner, the personal representative and estate of the withdrawing General Partner, and the property of the withdrawing General Partner free and harmless from all liability for those obligations. Further, the new General Partner shall immediately amend the Certificate of Limited Partnership as required by the California Revised Limited Partnership Act and prepare, file, serve, and publish all other notices required by law to protect the withdrawing General Partner or the personal representative and estate of the withdrawing General Partner from all liability for the future obligations of the Partnership business.

29. WITHDRAWAL/RESIGNATION.

No Partner may withdraw or resign without the consent of the General Partner; provided, however, any Partner who is under an obligation to render services to the Partnership may withdraw from providing such services (but not as a Partner) upon written notice to the Partnership, but the same shall be without prejudice to the rights, if any, of the Partnership or the General Partner or the other Partners under any contract to which the withdrawing Partner is a party.

30. REPURCHASE RIGHTS.

a. Definitions.

(1) The word "death" shall mean the physical death of a Partner; provided, however, upon the death of a Partner who owns such interest jointly as husband and wife, so long as such deceased Partner is survived by their spouse as named herein, the death of such Partner shall not affect the surviving Partner's rights, and the options set forth below shall only arise upon the death and/or disability and/or bankruptcy and/or expulsion of the remaining spouse.

(2) The word "disability" shall mean a physical or mental state causing the continuing inability of a Partner to perform the daily duties and functions required in his/her line of work or status in life, which disability shall last for a period of six (6) months, according to the written opinion of a physician licensed to practice medicine in the state of residency of that Partner. A Partner shall be deemed disabled effective as of the date of the written opinion of the physician; provided, however, upon the disability of a Partner who owns such interest jointly as husband and wife, so long as such disabled Partner is survived by their spouse as named herein, the disability of such Partner shall not affect the non-disabled Partner's rights and the options set forth below shall only arise upon the disability and/or death and/or bankruptcy and/or expulsion of the remaining spouse.

(3) The word "bankruptcy" shall mean the first to occur of the following events:

(a) The date that any Partner is the subject of an involuntary bankruptcy proceeding commenced pursuant to Section 303 of the United States Bankruptcy Code or files a voluntary petition pursuant to any chapter of the United States Bankruptcy Code, is adjudicated a bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, or applies for or consents to or if the subject of an application of proceeding for the appointment of a receiver or trustee with respect to any substantial part of his, her or its assets, or in any other way seeks the protection of any bankruptcy or insolvency law, including, but not limited to, the filing any petition for any reorganization, arrangement or plan.

(b) The date that a receiver or trustee is appointed or an

attachment or execution is levied with respect to any substantial part of any Partner's assets.

(4) The word "expulsion" shall mean the vote of Partners holding at least a seventy-five percent (75%) interest in the profits and losses of the Partnership that a Partner be removed from the Partnership, which may be with or without cause.

For purposes of this Agreement, death, disability, bankruptcy, or expulsion shall collectively be referred to as "termination" or the like.

b. Partnership's Right to Purchase.

Upon the termination of any Partner (the "Terminated Partner"), the General Partner, acting on behalf of the Partnership, shall have the right, but no obligation, to purchase from the Terminated Partner all of the Terminated Partner's interest in the Partnership (the "Interest"). In the event that Partnership elects to purchase the Terminated Partner's Interest, the provisions of subparagraph c. of this numbered paragraph shall not apply. Partnership shall pay for the Terminated Partner's Interest the purchase price determined in accordance with the numbered paragraph of this Agreement entitled "DETERMINATION OF PURCHASE PRICE" and shall elect a method of payment of the purchase price in accordance with numbered paragraph of this Agreement entitled "PAYMENT OF PURCHASE PRICE." If, however, Partnership does not elect to purchase all of the Terminated Partner's Interest, the provisions of subparagraph c. of this numbered paragraph shall apply, and the remaining Partners shall have the right, but no obligation, to purchase that portion of the Terminated Partner's Interest not purchased by Partnership.

c. Purchase by Remaining Partner.

In the event, and only in the event, that Partnership does not elect to purchase all of the Terminated Partner's Interest, the remaining Partners shall have the right, but no obligation, to purchase the portion of the Terminated Partner's Interest that Partnership was unwilling to purchase. In the event that more than one (1) Partner elects to purchase the portion of the Terminated Partner's Interest that Partnership was unwilling to purchase, then each electing Partner shall be entitled to purchase his pro rata portion of the remaining Interest, which pro rata portion shall be based on the percentage interest in the profits and losses which each electing Partner owned immediately prior to such election. The remaining Partners shall pay for the Terminated Partner's Interest the same price as paid by Partnership, that is, the purchase price set forth in the numbered paragraph of this Agreement entitled "DETERMINATION OF PURCHASE PRICE." The remaining Partners shall each have the right to elect the method of payment of the purchase price as set forth in the numbered paragraph of this Agreement entitled "PAYMENT OF PURCHASE PRICE."

d. Procedure Upon the Termination of a Partner.

Upon the termination of any Partner, the Terminated Partner, or the successor-in-interest of a Terminated Partner (the "Terminated Partner's Representative"), shall give written notice of the termination to the General Partner, acting on behalf of the Partnership, and to the remaining Partners in the manner and at the addresses set forth in this Agreement. Such notice shall include, but not be limited to, the date of the termination, the type of termination, and the current mailing address of all persons, including spouses, claiming an interest in such Interest. A meeting of the Partners shall be called and held as provided in the Act within ten (10) days following receipt of the notice, and Partnership and the remaining Partners, shall, at such meeting, have the opportunity to exercise their respective rights to purchase the Terminated Partner's Interest. The Terminated Partner or the Terminated Partner's Representative shall sell the Terminated Partner's Interest and shall endorse and deliver written assignment of the Interest to Partnership and/or the remaining Partners for the purchase price and according to the provisions and conditions set forth in the numbered paragraphs of this Agreement entitled "DETERMINATION OF PURCHASE PRICE" and "PAYMENT OF PURCHASE PRICE."

e. Failure to Exercise Right.

In the event that Partnership and/or the remaining Partners do not elect to purchase all of the Terminated Partner's Interest at the meeting, then the Terminated Partner and/or the Terminated Partner's spouse and/or the Terminated Partner's successor-in-interest, as the case may be, shall be entitled to retain the Interest or otherwise dispose of the Interest subject to the provisions and conditions of this Agreement.

31. DISSOLUTION OF MARRIAGE OF A PARTNER.

a. First Option Vested in Partner.

In the event any married Partner has an interlocutory decree of dissolution entered in a court of competent jurisdiction concerning such marriage, that Partner shall have the right, but no obligation, to purchase from such Partner's spouse whatever interest is held by that spouse in the Partners interest in the Partnership. In the event the spouse is listed as a Partner on the books and records of Partnership, but is not active in the business of Partnership, this provision shall nonetheless apply in allowing the Partner who is active in the business of Partnership (then the Partnership, then the remaining Partners, as provided below) with an option to acquire such interest. This option may be exercised by giving written notice to the spouse within thirty (30) days following the entry of the interlocutory decree of dissolution. The purchase price shall be determined in accordance with the numbered paragraph of this Agreement entitled "DETERMINATION OF PURCHASE PRICE" and shall be paid in accordance with the numbered paragraph of this Agreement entitled "PAYMENT OF PURCHASE PRICE."

b. Second Option Vested in Partnership.

If the Partner whose marriage is to be dissolved has not exercised the option to purchase all of whatever interest is held by the spouse in such interest as provided in subparagraph a. above, the General Partner, acting on behalf of the Partnership, shall have the right, but no obligation, to purchase such interest owned by such spouse. This option may be exercised for a period of thirty (30) days after the termination of the thirty (30) day period set forth in subparagraph a. above by Partnership giving written notice of exercise to the spouse. The purchase price shall be determined in accordance with the numbered paragraph of this Agreement entitled "DETERMINATION OF PURCHASE PRICE" and such purchase price shall be paid in accordance with the numbered paragraph of this Agreement entitled "PAYMENT OF PURCHASE PRICE."

c. Final Option Vested in Remaining Partner.

If neither the Partner whose marriage is to be dissolved nor the Partnership elect to purchase all of whatever interest is held by such spouse in such interest in accordance with subparagraphs a. or b. above, the remaining Partners shall have the right, but no obligation, to purchase such interest. This option may be exercised for a period of thirty (30) days after termination of the thirty (30) day period set forth in subparagraph b. above by the electing Partners giving written notice of exercise to the spouse. The purchase price for such interest shall be determined in accordance with the numbered paragraph of this Agreement entitled "DETERMINATION OF PURCHASE PRICE" and such purchase price shall be paid in accordance with the numbered paragraph of this Agreement entitled "PAYMENT OF PURCHASE PRICE." In the event that more than one (1) Partner elects to purchase the portion of the whatever interest is held by such spouse in such interest, then each electing Partner shall be entitled to purchase his pro rata portion of the remaining interest, which pro rata portion shall be based on the percentage interest in the profits and losses, which each electing Partner held immediately prior to such election.

d. Future Marriage.

In the event any Partner enters into marriage following execution of this Agreement, such Partner shall either (1) have such new spouse in writing waive any interest in the interest owned by such Partner in the Partnership, with such written waiver to meet the reasonable approval of legal counsel for Partnership, or (2) have such new spouse execute a Consent of Spouse in the form attached to this Agreement.

32. INTENTIONALLY DELETED.

33. DETERMINATION OF PURCHASE PRICE.

The total purchase price of the interest belonging to a Terminated Partner, or the Terminated Partner's Representative, or spouse of a Partner in a marital dissolution situation, as

the case may be, shall be determined as follows:

The value of Partnership shall be mutually agreed upon between the purchasing and selling parties, with the General Partner to act on behalf of the Partnership. In the event the parties cannot mutually agree upon the value of Partnership within thirty (30) days after the date of the occurrence requiring valuation of Partnership, then the purchasing and selling party(ies) shall each appoint one (1) qualified appraiser for the purpose of establishing a value of Partnership within fifteen (15) days after the expiration of the initial thirty (30) day period; in the event either party fails to appoint an appraiser within that fifteen (15) day period, then the sole appraiser shall conduct an appraisal of the assets of the Partnership, which appraisal shall be binding on all parties concerned. If both parties appoint their appraisers within the fifteen (15) day period, the two (2) appraisers shall confer and shall appoint one (1) appraiser mutually acceptable to both of them, who shall actually conduct one (1) appraisal of all the assets of Partnership, which appraisal shall be binding on all concerned. In the event that the two (2) appraisers are unable to agree upon one (1) appraiser to actually conduct the appraisal, the parties concerned each shall appoint one (1) new appraiser, and shall continue to do so, until the two (2) appraisers can agree upon an appraiser who shall actually conduct the appraisal. The appraiser conducting the appraisal shall conduct his appraisal on the basis of the fair market value of all the assets of Partnership, including goodwill. The appraiser conducting the appraisal forthwith shall present the persons concerned with the written results of the appraisal. The persons concerned shall be bound by the results of the appraisal.

Once the value of the Partnership has been determined pursuant to the provisions of this numbered paragraph, the value of a Partner's interest shall be determined by "distributing" that value (as if it were cash) in accordance with the numbered paragraph of this Agreement entitled "DISSOLUTION" and whatever amount would have been allocated to that interest under that paragraph shall be the value of the interest; provided, however, if a portion of the value is attributable to loans payable to the Partner whose interest is being purchased, then such loans shall be deemed repaid; provided, further, however, in the event of a dissolution of marriage, the value of the interest of the spouse shall be one-half (1/2) of the value determined in accordance with the foregoing. The persons concerned shall equally divide the cost of the appraisal. The persons concerned shall then proceed with the transfer of the interest in a manner set forth in the applicable numbered paragraph of this Agreement.

34. PAYMENT OF PURCHASE PRICE.

a. Manner of Payment.

The payment of the purchase price for an interest may be made in any one of the following ways, or any combination thereof, in the sole and absolute discretion of each purchaser acting independently of each other purchaser:

- (1) In cash; or

(2) Partly in cash and partly in the form of a promissory note.

b. Payment in the Form of Cash.

In the event that a purchaser elects to pay all or a portion of the purchase price in cash, the purchaser shall deliver the cash portion of the purchase price, within forty-five (45) days after the date the purchase price is determined in accordance with the numbered paragraph of this Agreement entitled "DETERMINATION OF PURCHASE PRICE" in the form of a cashier's check drawn on a bank or savings and loan association at the time set forth in the appropriate numbered paragraph of this Agreement.

c. Partial Payment in the Form of a Promissory Note.

In the event that a purchaser elects to pay all or a portion of the purchase price in the form of a promissory note, at least twenty-five percent (25%) of the total purchase price of the interest shall be paid in cash, and in accordance with subparagraph b. above. The remaining portion of the purchase price shall be evidenced by a promissory note in the original principal amount of the difference between the purchase price and the cash down payment. The promissory note shall provide for interest at a rate equal to the maximum rate then allowable under California usury law. Principal and interest shall be amortized and payable in equal monthly installments over a period of not more than five (5) years after the date of the purchase. The promissory note shall be secured by the interest purchased. The promissory note and the partnership interest pledge agreement, wherein the interest shall act as security for the promissory note, shall be in a form reasonably acceptable to a majority of the Partners in their reasonable discretion.

35. OFFER TO ALL PARTNERS.

If an offer is made to all Partners to purchase all or substantially all of the assets of the Partnership and/or each Partner's interest in the Partnership, and if that offer is accepted by a majority in interest of the Partners, the Partners agree that they shall all be bound by that acceptance. The Partners further agree that they will sell all of the interest owned by them and/or all or substantially all of the assets of the Partnership to the offeror on the terms and conditions contained in the offer accepted by the a majority in interest of the Partners.

36. RIGHT OF FIRST REFUSAL.

In the event any Partner ("Selling Partner") receives an offer from any person, entity or association, including another Partner, to acquire the Selling Partner's interest in the Partnership, or any portion thereof, which offer the Selling Partner is willing to accept, the Selling Partner may not sell, transfer, exchange or assign such interest, or portion thereof, without first giving all Partners a right of first refusal to acquire such interest in accordance with the provisions of this paragraph. To be an acceptable offer, such offer must include, at minimum, the following: Name of prospective purchaser; name of Selling Partner; interest in the

Partnership to be sold; purchase price; terms of payment of purchase price; and date by which the sale is to be completed; provided, however, such date shall not be earlier than sixty (60) days following delivery of the Offer to the other Partners as provided below in this paragraph (collectively "Offer"). Any Offer that is deficient in any of the foregoing provisions shall not be considered an acceptable offer, and the Selling Partner may not proceed to transfer its interest in the Partnership until the Offer is in accordance with the foregoing. Upon receipt of an Offer, the Selling Partner shall deliver a copy of the Offer to the other Partners. Within sixty (60) days following receipt of the Offer, the other Partners shall have the right to purchase such interest on the same terms and conditions as set forth in the Offer by delivering written acceptance to the Selling Partner. In the event more than one (1) Partner desires to acquire the interest, then such interest shall be divided among the accepting Partners on a pro rata basis based upon their respective interests in the Partnership unless agreed otherwise. Exercise of this Right of First Refusal is conditioned upon the entirety of the interest offered for sale being purchased by the Partners. In the event the other Partners do not exercise their right to acquire such interest within the sixty (60) day period set forth in this paragraph, the Selling Partner shall be free to sell, transfer, exchange or assign such interest to the purchaser set forth in the Offer upon the terms and conditions set forth in the Offer within the time period set forth in the Offer. In the event the transaction is not completed within thirty (30) days and on the same terms and conditions as set forth in the Offer, the Partners shall again have a right of first refusal to acquire such interest in accordance with the provisions of this paragraph. In the event the transaction does close, the purchaser shall be acquiring such interest subject to the provisions of this Agreement and shall execute an appropriate amendment to this Agreement acknowledging the same.

37. BUY-SELL.

a. Need for Buy-Sell Provision.

The Partners acknowledge that there is a possibility that disputes may arise between or among them. The Partners further acknowledge that such disputes conceivably could lead to litigation. The Partners desire to avoid litigation between or among themselves by providing in this numbered paragraph for an efficient mechanism whereby one (1) or more Partner(s) may buy out the interests of one (1) or more of the other Partner(s). This numbered paragraph shall be specifically severable from the remainder of this Agreement and shall remain fully operative in the event of a future dispute or litigation, via arbitration or otherwise, between or among the Partners or between Partnership and the Partners, and/or in the event of any attempt to dissolve Partnership.

b. The Offer.

In the event that a good faith dispute exists between or among any of the Partners, and if any Partner (the "Purchasing Partner") desires to purchase the entirety of the interest belonging to another Partner (the "Selling Partner"), the Purchasing Partner shall give written notice (the "Offer") to the Selling Partner. The Offer shall be effective so long as there is a good faith dispute, and regardless of any actual or purported breaches of this Agreement, the

pendency of any litigation, or the status of any proceeding to dissolve Partnership. The Offer shall set forth an all-cash purchase price at which the Purchasing Partner is willing to purchase the Selling Partner's Interest.

c. Acceptance of Offer or Counter-Offer.

Within five (5) working days after its receipt of the Offer, the Selling Partner shall either:

(1) Accept the Offer, in which event the Selling Partner and the Purchasing Partner shall prepare and sign a written purchase agreement within fifteen (15) days after such acceptance, and consummate the purchase as soon as possible after any necessary governmental approvals are obtained and, if no governmental approvals are necessary, within thirty (30) days after the acceptance of the Offer; or

(2) Deliver a written Counter-Offer to the Purchasing Partner. The Counter-Offer shall be on precisely the same terms as the Offer, except that in the Counter-Offer, the Selling Partner shall be the buyer and the Purchasing Partner shall be the seller, and except that the total per interest purchase price set forth in the Counter-Offer shall be a minimum of five percent (5%) higher than the total per interest purchase price set forth in the Offer.

In the event that the Selling Partner does not either accept the Offer or deliver a Counter-Offer to the Purchasing Partner within five (5) working days after the Selling Partner's receipt of the Offer, then the Selling Partner shall be deemed to have accepted the Offer on the fifth (5th) working day after the Selling Partner's receipt of the Offer. In such event, the Selling Partner shall sell its interest to the Purchasing Partner on the terms set forth in the Offer and within the time frame set forth above.

In the event that the Selling Partner delivers a Counter-Offer to the Purchasing Partner within five (5) working days after the Selling Partner's receipt of the Offer, then the Purchasing Partner shall, within five (5) working days after its receipt of the Counter-Offer, either accept the Counter-Offer and proceed in accordance with subparagraph (1) above or deliver its own Counter-Offer in accordance with subparagraph (2) above. In the event that the Purchasing Partner does not either accept the Counter-Offer or deliver its own Counter-Offer to the Selling Partner within the five (5) working day period, then the Purchasing Partner shall be deemed to have accepted the Counter-Offer on the fifth (5th) working day after the Purchasing Partner's receipt of the Counter-Offer. In such event, the Purchasing Partner shall sell its interest to the Selling Partner on the terms set forth in the Counter-Offer within the time frame set forth above.

The procedure of the Offer/Counter-Offer shall continue until an Offer/Counter-Offer is actually accepted or deemed accepted by failure to respond as provided above.

38. SPECIFIC PERFORMANCE.

The Partners acknowledge that an interest in the Partnership cannot be readily purchased, sold, or valued on the open market, that such an interest has a unique and special value, and that the Partners would be irreparably damaged if the provisions of this Agreement concerning transfers of interests in the Partnership were not capable of being specifically enforced, and for this reason the Partners agree that the purchase of interests in accordance with the provisions of this Agreement shall be specifically enforceable. The Partners further agree that any sale or disposition which does not strictly comply with the provisions and conditions of this Agreement may be specifically restrained, and that such equitable relief provided herein shall not in any way limit or deny any other remedy at law or in equity that a Partner might otherwise have.

39. PARTNERSHIP OBLIGATIONS IN NAME OF PARTNER.

To the extent any obligation of the Partnership is in the name of a Partner (*e.g.* lease) and/or to the extent any Partner should become liable based on any guaranty or pledge in connection with an obligation of the Partnership, then, to the extent of any such obligation or liability, the Partnership and the other Partners, jointly and severally, for themselves and on behalf of their respective spouses, heirs, executors, administrators, legal representatives, successors, assigns, agents, employees, attorneys, officers, directors, shareholders, parent corporations, subsidiaries, affiliates, partners, co-venturers, and each of them, shall indemnify, defend and hold such obligated Partner harmless from and against any and all claims, demands, liability, actions, causes of action, costs, expenses, and attorneys' fees arising out of or in any way connected with any such obligations or liabilities; provided, however, any such obligation or liability between or among the Partners shall be allocated among the Partners on a pro rata basis based on the interest in the profits and losses of the Partnership owned by each.

40. DISSOLUTION.

a. Dissolution and Winding Up.

The Partnership is dissolved and its affairs will be wound up on the expiration of the Term or on the occurrence of any of the events specified in this Agreement, whichever is the first to occur.

b. Dissolution on Consent.

The Partnership is dissolved on any date specified in a consent to dissolution signed by the General Partner and by a majority in interest of the Limited Partners.

c. Dissolution on Loss of a General Partner.

If a General Partner ceases to be a General Partner for any cause set forth in

Section 15642 of the Act, and there is no remaining General Partner, the Partnership shall dissolve and its affairs shall be wound up unless a majority in interest of the Limited Partners agree in writing to continue the business of the Partnership and to the admission of one (1) or more new General Partners in accordance with the numbered paragraph of this Agreement entitled "PARTNERS" within ninety (90) days of the General Partner ceasing to be the General Partner.

d. Dissolution on Sale or Disposition of Assets.

The Partnership will be dissolved and its affairs will be wound up when its assets are sold or otherwise disposed of and the only property of the Partnership consists of cash available for distribution to the Partners.

e. Dissolution on Judicial Decree.

The Partnership shall be dissolved and its affairs shall be wound up when required by a decree of judicial dissolution entered under Section 15682 of the California Corporations Code.

f. Responsibility for Winding Up.

On dissolution of the Partnership, the affairs of the Partnership will be wound up by the General Partner if it has not wrongfully caused the dissolution, or if there is no General Partner remaining, the Partnership's affairs will be wound up by the Limited Partners. If the Limited Partners wind up the Partnership's affairs, they shall not be entitled to reasonable expenses.

g. Liquidation and Distribution.

The person or persons responsible for winding up the affairs of the Partnership will take full account of the Partnership assets and liabilities, liquidate the assets of the Partnership as promptly as is consistent with obtaining the fair value thereof, and apply and distribute the proceeds in the following order:

(1) To creditors of the Partnership, including Partners who are creditors to the extent permitted by law, in satisfaction of liabilities of the Partnership other than liabilities for any of the following: (a) distributions owing to Partners prior to their withdrawal from the Partnership and prior to dissolution and winding up of the Partnership; (b) distributions owing to Partners on their withdrawal from the Partnership.

(2) Except as otherwise provided in this Agreement, then to Partners and former Partners in satisfaction of liabilities for distributions owing to them prior to their withdrawal from the Partnership and prior to dissolution and winding up of the Partnership and on their withdrawal from the Partnership.

(3) Then to the Partners in accordance with the provisions set forth in this Agreement for the distribution of the assets of the Partnership.

h. Negative Capital Account Balances.

If, as of the termination of the Partnership and following the sale or exchange or deemed sale or exchange of the Partnership's property, and after crediting any net income and net loss and gains and losses pursuant to the provisions of this Agreement, any Partner has a deficiency in his capital account as determined in accordance with the accounting methods utilized by the Partnership for federal income tax purposes, and, if the assets available for distribution upon termination of the Partnership are insufficient to allow distributions to the Partners of an amount equal to the then balance of their respective capital accounts, the Partner having the deficiency shall contribute in cash to the capital of the Partnership an amount which is equal to the lesser of (a) the resultant deficiency of the Partner's capital account or (b) the amount needed so that the distribution may be made to the other Partners in an amount then equal to the then balances of each of the other Partner's capital account. The provisions of this section are not for the benefit of any third party, nor enforceable by any third party.

i. Filing Certificate of Dissolution.

On dissolution of the Partnership, the General Partner will execute and file in the office of the Secretary of State of the State of California a certificate of dissolution. If dissolution occurs after a sole General Partner ceases to be a General Partner, the Limited Partners conducting the winding up of the Partnership's affairs will file the certificate of dissolution.

j. Cancellation of Certificate of Limited Partnership.

On completion of the winding up of the Partnership's affairs, the Partners conducting the winding up of the Partnership's affairs will execute and file in the office of the Secretary of State of the State of California a certificate of cancellation of the Certificate of Limited Partnership. If dissolution occurs after a sole General Partner ceases to be a General Partner, the Limited Partners conducting the winding up of the Partnership's affairs will file the certificate of cancellation.

41. NOTICES.

All notices must be in writing and sent by first class United States mail. All notices to the Partners must be sent to them at the addresses shown for them on Exhibit "A". All notices to the Partnership must be sent to it at its principal office. Notices are deemed to have been delivered when deposited in the United States mail. In the event that any party changes its address, such change of address shall be communicated to the other parties in the manner set forth in this numbered paragraph. Any notice shall be deemed delivered upon (a) personal service, or (b) transmission via facsimile (with the original thereof to be immediately sent via mail, postage prepaid), or (c) forty-eight (48) hours after the time of deposit in the mail, postage fully prepaid, as the case may be. In the event that any party changes its address, such change of address shall be communicated to the other parties in the manner set forth in this numbered

paragraph.

42. AMENDMENT.

This Agreement may be amended only by a writing signed by all of the Partners. If such a written amendment is entered into, such written amendment shall modify only the provisions of this Agreement specifically modified, and shall be deemed to incorporate by reference, unchanged, all remaining provisions of this Agreement.

43. SUCCESSORS AND ASSIGNS.

Subject to the restrictions on the transfer of a Partnership interest as set forth herein, this Agreement is binding upon and inures to the benefit of all of the Partners and their respective successors in interest, assigns, and transferees.

44. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the Partners and shall supersede and render null and void and of no further force or effect any prior or contemporaneous written or oral agreements between the Partners concerning the relationship between the Partners and the Partnership and the General Partner; there are no representations, warranties, agreements, arrangements, or understandings, oral or written, between the Partners relating to the subject matter contained in this Agreement that are not fully expressed herein.

45. **ARBITRATION.**

Any disputes between or among the parties hereto shall be decided by arbitration which shall be held in accordance with Article III, Title 9 of the *California Code of Civil Procedure*, commencing with *section 1280*. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs as awarded by the arbitrator.

46. **ATTORNEYS' FEES.**

In the event any party shall be required to commence any action or proceeding against the other party by reason of any breach or claimed breach of any provision of this Agreement, to commence any action or proceeding in any way connected with this Agreement, or to seek a judicial declaration of rights under this Agreement, the person prevailing in such action or proceeding shall be entitled to recover from the other person, or to be reimbursed, the prevailing person's actual attorneys' fees and costs including, but not limited to, expert witness fees, witness fees, and any and all other fees and costs, whether or not the proceeding or action proceeds to judgment.

47. **HEADINGS AND CAPTIONS.**

The headings and captions at the beginning of various paragraphs and subparagraphs of this Agreement shall not be construed to be a substantive part of this Agreement and shall not in any way define, limit, expand, or affect any provision of this Agreement.

48. **FURTHER ACTS.**

Each Partner shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

49. **COUNTERPARTS.**

This Agreement may be signed in one (1) or more counterparts, each of which shall constitute an original, but all of which together shall be one (1) and the same document.

50. **GOVERNING LAW.**

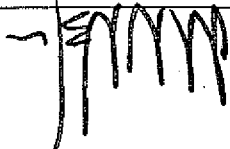
This Agreement shall be governed under the laws of the State of California and jurisdiction shall lie in Los Angeles County, California.

[SIGNATURES CONTINUED ON NEXT PAGE]

LIMITED PARTNERS:

GENERAL PARTNER:

MATT B. NELSON



MATT B. NELSON, MANAGER

BY:

A CALIFORNIA LIMITED LIABILITY COMPANY

MBN, 5820 DAVID, LLC

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day first above written.

5/7/10  
 5/7/10

NAME OF PARTNER	ADDRESS	CAPITAL CONTRIBUTION	SHARE OF PROFITS AND LOSSES
General Partner:			
MBN, 5820 David, LLC	11913 Ocean Park Blvd. Los Angeles, CA 90064	\$1,000.00	2.00%
Limited Partners:			
Matt B. Nelson	4100 Del Rey Avenue Marina del Rey, CA 90292	The Property (as described in Section 4)	98.00%
TOTAL:			100.00%

EXHIBIT A

DEPARTMENT OF  
CITY PLANNING  
200 N. SPRING STREET, ROOM 525  
LOS ANGELES, CA 90012-4801  
CITY PLANNING COMMISSION  
JANE ELLISON USHER  
PRESIDENT  
WILLIAM ROSCHEN  
VICE-PRESIDENT  
DIEGO CARDOSO  
REGINA M. FREER  
ROBIN R. HUGHES  
SABRINA KAY  
FR. SPENCER T. KEZIOS  
CINDY MONTAÑEZ  
MICHAEL K. WOO  
CABRIELE WILLIAMS  
COMMISSION EXECUTIVE ASSISTANT  
(213) 978-1300

CITY OF LOS ANGELES  
CALIFORNIA



ANTONIO R. VILLARAIGOSA  
MAYOR

EXECUTIVE OFFICES  
S. GAIL GOLDBERG, AICP  
DIRECTOR  
(213) 978-1271  
EVA YUAN-MCDANIEL  
DEPUTY DIRECTOR  
(213) 978-1273  
FAX: (213) 978-1275  
INFORMATION  
(213) 978-1270  
cityplanning.lacity.org

December 11, 2007

Denker Gateway Limited Partnership (O/S)  
12421 Venice Blvd., Ste. 8  
Los Angeles, CA 90066

Gary Safronoff, Yale Partners Ltd.  
1150 Yale Street, Ste. 11  
Santa Monica, CA 90403

RE: Vesting Tentative Tract No. 61427  
1445 W. 225<sup>th</sup> Street

Council District No. 15

EXTENSION OF TIME

On **December 6, 2004**, the Deputy Advisory Agency approved Vesting Tentative Tract 61427, located at 1445 W. 225<sup>th</sup> Street, for a maximum 14-unit condominium as shown on map with an expiration date of **December 6, 2007**.

Per Section 17.56-A and Ordinance No. 172,839 of the Los Angeles Municipal Code the Deputy Advisory Agency approves a 5-year extension of the expiration date to **December 6, 2012**. No further extension of time to record the final map can be granted.

S. Gail Goldberg, AICP  
Advisory Agency

MICHAEL S.Y. YOUNG  
Deputy Advisory Agency

MSYY:NR:SM

RECEIVED  
LAND DEVELOPMENT GROUP  
09 NOV -3 AM 9:08



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  
ERNESTO CARDENAS  
MARY GEORGE  
MICHAEL MAHDESIAN  
BRADLEY MINDLIN  
THOMAS E. SCHIFF

GABRIELE WILLIAMS  
COMMISSION EXECUTIVE ASSISTANT  
(213) 978-1300

CITY OF LOS ANGELES  
CALIFORNIA



JAMES K. HAHN  
MAYOR

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](http://www.lacity.org/PLN)

Decision Date: December 6, 2004

Appeal Period Ends: December 16, 2004

Denker Gateway Limited Partnership (O/S)  
By: MBN, 5820 David LLC, General Partner  
12421 Venice Blvd., Ste. 8  
Los Angeles, CA 90066

Gary Safronoff, Yale Partners Ltd.  
1150 Yale St., Ste. 11  
Santa Monica, CA 90403

Re: Vesting Tract Map No.: 61427  
Related Case:  
Council District : 15  
Existing Zone: RD2-1  
Community Plan: Harbor Gateway  
CEQA No.: ENV-2004-5694 (MND)  
Fish and Game: Exempt

On December 1, 2004, in accordance with provisions of Section 17.03 of the Los Angeles Municipal Code, the Advisory Agency approved Vesting Tentative Tract No. 61427 composed of one-lot, located at 1445 West 225<sup>th</sup> Street east of Denker Avenue, within the Harbor Gateway Community Plan, for a maximum new 14-unit condominium as shown on map stamp-dated September 13, 2004. This unit density is based on the RD2-1 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 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 a 15-foot radius property line return be dedicated at the intersection of 225<sup>th</sup> Street and Denker Avenue adjoining the tract satisfactory to the City Engineer.

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

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

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

3. That prior to recordation of the final map, the Department of Building and Safety, Zoning Division shall certify that no Building or Zoning Code violations exist on the subject site. In addition, the following items shall be satisfied:
  - a. Show all street dedication as required by Bureau of Engineering. "Area" requirements shall be re-checked as per net lot area after street dedication.
  - b. The submitted map does not comply with the minimum rear yard (15 ft.) and building separation (10 ft.) requirement of the RD Zone. Revise the map to show compliance with the above requirement or obtain approval from the Department of City Planning.
  - c. Every required front, side and rear yard shall be open and unobstructed from the ground to the sky. Guest parking is shown to be in the required rear yard.
  - d. The proposed building plans have not been checked for Zoning Code issues. Any vested approvals for parking layouts, open space, required yards or building height, should be "to the satisfaction of the Department of Building and Safety."
  - e. Note that the proposed Subdivision is located in the State of California, Department of Conservation, Division of Oil, Gas and Geothermal Resources area (ZI-1195). For information regarding specific project requirements refer to the D.O.G. at 714-816-6847.
  - f. Note that any proposed structures or uses on the site have not been checked for Building or Zoning Code requirements. Plan check may be required before any construction, occupancy or change of use.
  - g. An appointment is required for the issuance of a clearance letter from the Department of Building and Safety. The applicant is asked to contact John Pourhassan (jp), Structural Engineering Associate, at (213) 482-6880 to schedule an appointment.
  - h. The Deputy Advisory Agency designates 225<sup>th</sup> Street as the frontage and Denker Avenue as the side yard.

**DEPARTMENT OF TRANSPORTATION**

4. That prior to recordation of the final map, satisfactory arrangements shall be made with the Department of Transportation to assure:
  - a. A 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**

5. That prior to the recordation of the final map, a suitable arrangement shall be made satisfactory to the Fire Department, binding the subdivider and all successors to the following:
  - a. Submit plot plans for Fire Department approval and review prior to recordation of Tract Map Action. (MM)
  - 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. Access for Fire Department apparatus and personnel to and into all structures shall be required.
  - 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. 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. (MM)
  - 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. (MM)
  - g. 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.
  - h. No framing shall be allowed until the roadway is installed to the satisfaction of the Fire Department.

- i. Any required fire hydrants to be installed shall be fully operational and accepted by the Fire Department prior to any building construction.
- j. Plans showing areas to be posted and/or painted, "FIRE LANE NO PARKING" shall be submitted and approved by the Fire Department prior to building permit application sign-off.
- k. No building or portion of a building shall be constructed more than 300 feet from an approved fire hydrant. Distance shall be computed along path of travel. Exception: Dwelling unit travel distance shall be computed to front door of unit. (MM)

#### **DEPARTMENT OF WATER AND POWER**

6. 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**

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

#### **BUREAU OF SANITATION**

8. 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**

9. 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**

10. That the Quimby fee be based on the RD2-1 Zone. Per Section 17.12-A of the LA Municipal Code, the applicant shall pay the applicable Quimby fees for the construction of condominiums, or Recreation and Park fees for construction of apartment buildings. (MM)

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

11. All trees in the public right-of-way shall be provided per the current Street Tree Division standards.

**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**

12. 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 14 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)

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

- 13. That prior to recordation of the final map the subdivider shall prepare and execute a Covenant and Agreement (Planning Department General Form CP-6770 and Exhibit CP-6770. M) in a manner satisfactory to the Planning Department requiring the subdivider to identify (a) mitigation monitor(s) who shall provide periodic status reports on the implementation of mitigation items required by Mitigation Condition No(s). 5 a, e, f & k, 10, 12 d & g, 14 and 15 of the Tract's approval satisfactory to the Advisory Agency. The mitigation monitor(s) shall be identified as to their areas of responsibility, and phase of intervention (pre-construction, construction, postconstruction/maintenance) to ensure continued implementation of the above mentioned mitigation items.
- 14. Prior to the recordation of the final map, the subdivider will prepare and execute a Covenant and Agreement (Planning Department General Form CP-6770) in a manner satisfactory to the Planning Department, binding the subdivider and all successors to the following:
  - MM-1. All open areas not used for buildings, driveways, parking areas, recreational facilities or walks shall be attractively landscaped and maintained in accordance with a landscape plan, including an automatic irrigation plan, prepared by a licensed landscape architect to the satisfaction of the Planning Department.
  - MM-2. A minimum five-foot wide landscape buffer shall be planted adjacent to the residential use.
  - MM-3. A landscape plan prepared by a licensed Landscape Architect to be submitted and approved by the City Planning Department.
  - MM-4. Outdoor lighting shall be designed and installed with shielding, so that the light source cannot be seen from adjacent residential properties.
  - MM-5. 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-6. All multiple residential buildings shall have adequate ventilation as defined in Section 91.7102 and the Municipal Code of a gas-detection system installed in the basement or on the lowest floor level on grade, and within the underfloor space in buildings with raised foundations.
- MM-7. Ordinance No. 172,176 and Ordinance No. 173,494 specify Stormwater and Urban Runoff Pollution Control which requires the application of Best Management Practices (BMPs). Chapter IX, Division 70 of the Los Angeles Municipal Code addresses grading, excavations, and fills. Applicants must meet the requirements of the Standard Urban Stormwater Mitigation Plan (SUSMP) approved by Los Angeles Regional Water Quality Control Board, including the following: (A copy of the SUSMP can be downloaded at: <http://www.swrcb.ca.gov/rwqcb4/>).
- Project applicants are required to implement stormwater BMPs to retain or treat the runoff from a storm event producing 3/4 inch of rainfall in a 24 hour period. The design of structural BMPs shall be in accordance with the Development Best Management Practices Handbook Part B Planning Activities. A signed certificate from a California licensed civil engineer or licensed architect that the proposed BMPs meet this numerical threshold standard is required.
  - Post development peak stormwater runoff discharge rates shall not exceed the estimated pre-development rate for developments where the increase peak stormwater discharge rate will result in increased potential for downstream erosion.
  - Concentrate or cluster development on portions of a site while leaving the remaining land in a natural undisturbed condition.
  - Maximize trees and other vegetation at each site by planting additional vegetation, clustering tree areas, and promoting the use of native and/or drought tolerant plants.
  - Any connection to the sanitary sewer must have authorization from the Bureau of Sanitation.
  - Reduce impervious surface area by using permeable pavement materials where appropriate, including: pervious concrete/asphalt; unit pavers, i.e. turf block; and granular materials, i.e. crushed aggregates, cobbles.
  - Install Roof runoff systems where site is suitable for installation. Runoff from rooftops is relatively clean, can provide groundwater recharge and reduce excess runoff into storm drains.
  - Paint messages that prohibits the dumping of improper materials into the storm drain system adjacent to storm drain inlets. Prefabricated stencils can be obtained from the Dept. of Public Works, Stormwater

## Management Division.

- All storm drain inlets and catch basins within the project area must be stenciled with prohibitive language (such as "NO DUMPING - DRAINS TO OCEAN") and/or graphical icons to discourage illegal dumping.
- Signs and prohibitive language and/or graphical icons, which prohibit illegal dumping, must be posted at public access points along channels and creeks within the project area.
- Legibility of stencils and signs must be maintained.
- Materials with the potential to contaminate stormwater must be: (1) placed in an enclosure such as, but not limited to, a cabinet, shed, or similar stormwater conveyance system; or (2) protected by secondary containment structures such as berms, dikes, or curbs.
- The storage area must be paved and sufficiently impervious to contain leaks and spills.
- The storage area must have a roof or awning to minimize collection of stormwater within the secondary containment area.
- Design an efficient irrigation system to minimize runoff including: drip irrigation for shrubs to limit excessive spray; shutoff devices to prevent irrigation after significant precipitation; and flow reducers.
- Incorporate appropriate erosion control and drainage devices, such as interceptor terraces, berms, vee-channels, and inlet and outlet structures, as specified by Section 91.7013 of the Building Code. Protect outlets of culverts, conduits or channels from erosion by discharge velocities by installing rock outlet protection. Rock outlet protection is a physical device composed of rock, grouted riprap, or concrete rubble placed at the outlet of a pipe. Install sediment traps below the pipe-outlet. Inspect, repair and maintain the outlet protection after each significant rain.
- The owner(s) of the property will prepare and execute a covenant and agreement (Planning Department General form CP-6770) satisfactory to the Planning Department binding the owners to post construction maintenance on the structural BMPs in accordance with the Standard Urban Stormwater Mitigation Plan and or per manufacturer's instructions.

MM-8. 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-9. Submit a parking and driveway plan to the Bureau of Engineering and the Department of Transportation for approval that shall provide code-required emergency access.

MM-10. The applicant shall institute a recycling program to the satisfaction of the Deputy Advisory Agency to reduce the volume of solid waste going to landfills in compliance with the City's goal of a 50% reduction in the amount of waste going to landfills by the year 2,000.

15. **Construction Mitigation Conditions - Prior to the issuance of a grading or building permit, or the recordation of the final map**, the subdivider shall prepare and execute a Covenant and Agreement (Planning Department General Form CP-6770) in a manner satisfactory to the Planning Department, binding the subdivider and all successors to the following:

CM-1. That a sign be required on site clearly stating a contact/complaint telephone number that provides contact to a live voice, not a recording or voice mail, during all hours of construction, the construction site address, and the tract map number. **YOU ARE REQUIRED TO POST THE SIGN 7 DAYS BEFORE CONSTRUCTION IS TO BEGIN.**

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

CM-2. **Air Quality**

- 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.
- 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.
- All loads shall be secured by trimming, watering or other appropriate means to prevent spillage and dust.

- All materials transported off-site shall be either sufficiently watered or securely covered to prevent excessive amount of dust.
- 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.
- General contractors shall maintain and operate construction equipment so as to minimize exhaust emissions.

**CM-3. Noise**

- 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.
- 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.
- Construction and demolition activities shall be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels.
- The project contractor shall use power construction equipment with state-of-the-art noise shielding and muffling devices.
- 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-4. General Construction - 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.**

- 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.
- Clean up leaks, drips and spills immediately to prevent contaminated soil on paved surfaces that can be washed away into the storm drains.
- Do not hose down pavement at material spills. Use dry cleanup methods whenever possible.

- Cover and maintain dumpsters. Place uncovered dumpsters under a roof or cover with tarps or plastic sheeting.
- Use gravel approaches where truck traffic is frequent to reduce soil compaction and limit the tracking of sediment into streets.
- 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 unsubdivided property. The 1-foot dedications on the map shall include a restriction against their use of access purposes until such time as they are accepted for public use.
- (j) That any 1-foot future street and/or alley adjoining the tract be dedicated for public use by the tract, or that a suitable resolution of acceptance be transmitted to the City Council with the final map.
- (k) That no public street grade exceed 15%.
- (l) That any necessary additional street dedications be provided to comply with the Americans with Disabilities Act (ADA) of 1990.

S-2. That the following provisions be accomplished in conformity with the improvements constructed herein:

- (a) Survey monuments shall be placed and permanently referenced to the satisfaction of the City Engineer. A set of approved field notes shall be furnished, or such work shall be suitably guaranteed, except where the setting of boundary monuments requires that other procedures be followed.
- (b) Make satisfactory arrangements with the Department of Traffic with respect to street name, warning, regulatory and guide signs.
- (c) All grading done on private property outside the tract boundaries in connection with public improvements shall be performed within dedicated slope easements or by grants of satisfactory rights of entry by the affected property owners.
- (d) All improvements within public streets, private street, alleys and easements shall be constructed under permit in conformity with plans and specifications approved by the Bureau of Engineering.
- (e) Any required bonded sewer fees shall be paid prior to recordation of the final map.

S-3. That the following improvements be either constructed prior to recordation of the final map or that the construction be suitably guaranteed:

- (a) Construct on-site sewers to serve the tract as determined by the City Engineer.
- (b) Construct any necessary drainage facilities.

- (c) Install street lighting facilities to serve the tract as required by the Bureau of Street Lighting.
  - a) Required- (1) Denker Ave. If street widening, existing light(s) to be relocated/upgraded- (2) 225<sup>th</sup> St. The property within the boundary of the development shall be formed or annexed into a Street Lighting Maintenance Assessment District prior to final recordation for this project or issuance of the certificate of occupancy.
- (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 225<sup>th</sup> Street and Denker Avenue adjoining the tract by the construction of the following:
    - (1) A concrete curb, a concrete gutter, and 5-foot concrete sidewalks adjacent to the property lines and landscaping of the parkway.
    - (2) Suitable surfacing to join the existing pavement and to complete a 20-foot half roadways.
    - (3) Any necessary removal and reconstruction of existing improvements.
    - (4) The necessary transitions to join the existing improvements all satisfactory to the City Engineer.

**NOTES:**

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

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

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

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

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

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

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

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-2004-5694 (MND) on December 1, 2004. The Department found that potential negative impact could occur from the project's implementation due to:

- Aesthetics (landscaping, light);
- Air Quality (construction);
- Geology and Soils (seismic, grading);
- Hazardous Materials (Methane Zone);
- Hydrology and Water Quality (stormwater runoff);
- Noise (construction);
- Public Services (fire, schools);
- Recreation (parks);
- Transportation/Traffic (emergency access);
- Utilities (solid waste).

The Deputy Advisory Agency, certifies that Mitigated Negative Declaration No. ENV-2004-5694 (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). 5 a, e, f & k, 10, 12 d & g, 14 and 15 of the Tract's approval. Other identified potential impacts not mitigated by these conditions are mandatorily subject to existing City ordinances, (Sewer Ordinance, Grading Ordinance, Flood Plain Management Specific Plan, Xeriscape Ordinance, Stormwater Ordinance, etc.) which are specifically intended to mitigate such potential impacts on all projects.

The Initial Study prepared for the project identifies potential adverse impacts on fish or wildlife resources as far as earth, air and water are concerned. However, measures are required as part of this approval which will mitigate the above mentioned impacts to a less than significant level. Furthermore, the project site, as well as the surrounding area is presently developed with 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. 13.

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

#### **FINDINGS OF FACT (SUBDIVISION MAP ACT)**

In connection with the approval of Tentative Tract No. 61427, the Advisory Agency of the City of Los Angeles, pursuant to Sections 66473.1, 66474.60, .61 and .63 of the State of California Government Code (the Subdivision Map Act), makes the prescribed findings as follows:

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

The adopted Harbor Gateway Community Plan designates the subject property for Low Medium II Residential land use with the corresponding zone(s) of RD2 and RD1.5. The property contains approximately 0.8260 net acres (35,982 net square feet after required dedication) and is presently zoned RD2-1. The proposed development of 14-units is allowable under the current adopted zone and the land use designation.

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

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

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

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

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

The tract has been approved contingent upon the satisfaction of the Department of Building and Safety, Grading Division prior to the recordation of the map and issuance of any permit.

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

The Initial Study prepared for the project identifies potential adverse impact on fish or wildlife resources as far as earth, air and water are concerned.

However measures are required as part of this approval which will mitigate the above mentioned impacts to a less than significant level.

Furthermore, the surrounding area of the project site 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.

- (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. 61427.

Con Howe  
Advisory Agency



MICHAEL LOGRANDE  
Deputy Advisory Agency

ML:RG:SR:jh

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

Figueroa Plaza  
201 N. Figueroa St., 4<sup>th</sup> Floor  
Los Angeles, CA 90012  
213.482.7077

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

**Forms are also available on-line at [www.lacity.org/pln](http://www.lacity.org/pln).**

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

## CITY OF LOS ANGELES

## INTER-DEPARTMENTAL CORRESPONDENCE

**DATE:** June 19, 2009

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

**FROM:** Michael A. Shull, Superintendent of Planning and Development  
Recreation and Parks Department (213) 202-2680; Fax (213) 202-2611

**SUBJECT:** RECREATION AND PARK FEE CLEARANCE

The developer of Tentative Tract No. 61427 is obligated to pay a fee of \$49,000.00 on 14 dwelling unit(s), site address, 1445 W. 225<sup>th</sup> Street in the RD Zone, in CD 15 as approved by the Advisory Agency letter/ Ordinance No. \_\_\_\_\_ dated 6/17/2009 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 \$46,400.00.
- 3. Certificates of Deposit guaranteeing payment of a fee of \$0.00.
- 4. Payment of a Dwelling Unit Construction Tax of \$2,600.00 on 14 units.
- 5. Prior payment to Recreation and Parks of a fee of \$0.00 on \_\_\_\_\_. This payment has been deducted from the total Section 17.12 fee.
- 6. Receiving from the Advisory Agency, a recreation area credit of \$0.00 on \_\_\_\_\_. (Section 17.12 (F) of the Los Angeles Municipal Code).
- 7. Registering a copy of the Covenant and Agreement associated with this tentative tract or parcel map, or Zone Change attached as Los Angeles County document No. \_\_\_\_\_.
- 8. Deferment of Quimby/Zone Change fees of \$0.00.

CITY CLERK PLEASE NOTE.

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

MAS/CD/JN:ls

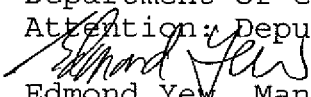
cc: **Land Development Group, BOE, Public Works**, 201 N. Figueroa St. Ste 200, L.A.90012:  
Attn: Michelle Jones, Tel: 213-977-8944; Fax: 213-580-8893  
**Bullding & Safety**, 201 N. Figueroa St. 9th Floor, L.A. 90012; Attn: Ann Ormiston, Tel: 213-482-6890;  
Lourdes Ramiro, Tel: 213-482-6809; Fax: 213-482-6591  
**City Planning: Division of Land**, 201 N. Spring St. Rm 750, L.A.90012; Attn: Garland Cheng/Nelson  
Rodriguez, Tel: 213-978-1330; Parcel Maps-Lynn Harper, Tel: 213-978-1349; Fax: 213-978-1343  
**City Planning: Zone Change, Site Plan/Plan Approvals**, Unit 201 N. Spring St. Rm 601, L.A.90012;  
Attn: David Weintraub, Tel: 213-978-1217; Haideh Aghassi, Tel: 213-978-1220, Fax: 213-978-6566  
**Recreation & Parks: Planning & Construction**, 221 N. Figueroa St., Los Angeles, CA 90012; Attn: Jimmy  
Newsom Tel: 213-202-2607; Darryl Ford Tel: 213-202-2882 Fax: 213-202-2611

CITY OF LOS ANGELES  
INTER-DEPARTMENTAL CORRESPONDENCE

Mr. Howe

1

Date: October 15, 2004

To: Mr. Con Howe, Director  
Department of City Planning  
Attention: Deputy Advisory AgencyFrom:   
Edmond Yew, Manager  
Land Development Group  
Bureau of EngineeringSubject: Vesting Tentative Tract Map No. 61427 - Transmittal  
of Map.

Transmitted is a print of vesting tentative map of Tract Map No. 61427 lying northerly of 225<sup>th</sup> Street and easterly of Denker Avenue in Council District No. 15.

This map has been filed for a 14-unit new residential condominium purposes. The subdivision layout is generally satisfactory as submitted, except for the additional public street dedication as stated herein.

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

I recommend that the vesting tentative map of Tract No. 61427 be approved, subject to the standard conditions issued by your department and the following special conditions:

1. That a 15-foot radius property line return be dedicated at the intersection of 225<sup>th</sup> Street and Denker Avenue adjoining the tract satisfactory to the City Engineer.
2. That the following improvements be either constructed prior to recordation of the final map or that the construction be suitably guaranteed:
  - a) Improve 225<sup>th</sup> Street and Denker Avenue adjoining the tract by the construction of the following:
    - (1) A concrete curb, a concrete gutter, and 5-foot concrete sidewalks adjacent to the property lines and landscaping of the parkway.
    - (2) Suitable surfacing to join the existing pavement and to complete a 20-foot half roadways.

Mr. Howe

2

- (3) Any necessary removal and reconstruction of existing improvements.
- (4) The necessary transitions to join the existing improvements all 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. Georgic Avanesian of the Land Development Section, located at 201 North Figueroa Street, Suite 200, or by calling (213) 977-6335.

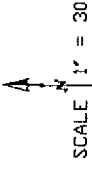
EY/GA/gt  
H:ldg2\gtWP637

Enc.

cc: Harbor Engineering District Office

# VESTING TENTATIVE TRACT NO. 61427

IN THE CITY OF LOS ANGELES  
 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
 FOR CONDOMINIUM PURPOSES



**LEGAL DESCRIPTION:**  
 LOT 7 & 8 IN BLOCK 3 OF TRACT NO. 3371, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 38 PAGE 50 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**NOTES:**

1. PROPOSED PROJECT:  
 14 RESIDENTIAL TOWNHOME CONDOMINIUMS WITH 2-CAR GARAGE PER UNIT AND 3 GUEST PARKING SPACES.
2. SITE ADDRESS:  
 1445 & 1446 225TH STREET  
 HARBOR GATEWAY (LA CITY), CA 90501-4813.
3. ZONING: PROPOSED = SAME
4. THE SITE IS VACANT.
5. THERE ARE NO OAK TREES ON SITE OR ANY OTHER KIND OF TREES.
6. THE SITE IS FLAT.
7. SEWER AND OTHER PUBLIC UTILITIES ARE AVAILABLE.
8. THE SITE IS NOT KNOWN TO BE IN A HAZARDOUS AREA.
9. AREA, NET (BLUE BORDER): 35,982 SQ. FT. (0.8260 AC.)
10. GROSS (TO ST. C/L): 43,195 SQ. FT. (0.9916 AC.)
11. THOMAS GUIDE LOCATION: PAGE 783 GRID J--7
12. DISTRICT MAP NO.: 0458193
13. CENSUS TRACT NO.: 2932.02
14. COUNCIL DISTRICT NO.: CD15 - COUNCILLWOMAN JANICE HAHN
15. COMMUNITY PLAN: HARBOR GATEWAY
16. ASSESSOR'S PARCEL NOS.: 7347-005-011 & 012
17. MAP INFORMATION SHOWN HEREON IS BASED ON TOPOGRAPHIC SURVEY PERFORMED BY NICHOLS CONSTRUCTION AND LAND SURVEYING IN NOVEMBER 2002.
18. THE HEIGHT OF THE PROPOSED BUILDING IS APPROXIMATELY 26 FT.
19. THE GROSS BUILDING AREA IS APPROXIMATELY 23,027 SQ. FT.

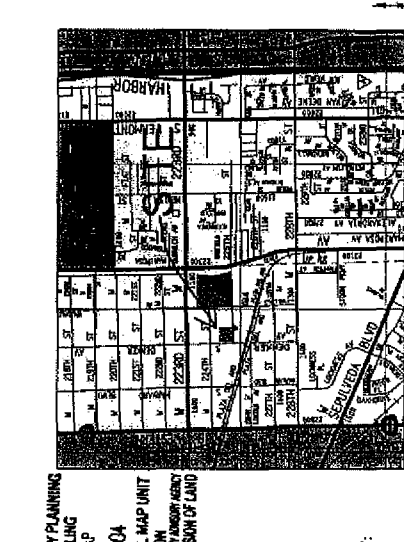
**LOS ANGELES DEPT. OF CITY PLANNING**  
 SUBMITTED FOR FILING  
 PER TENTATIVE MAP

SEP 13 2004

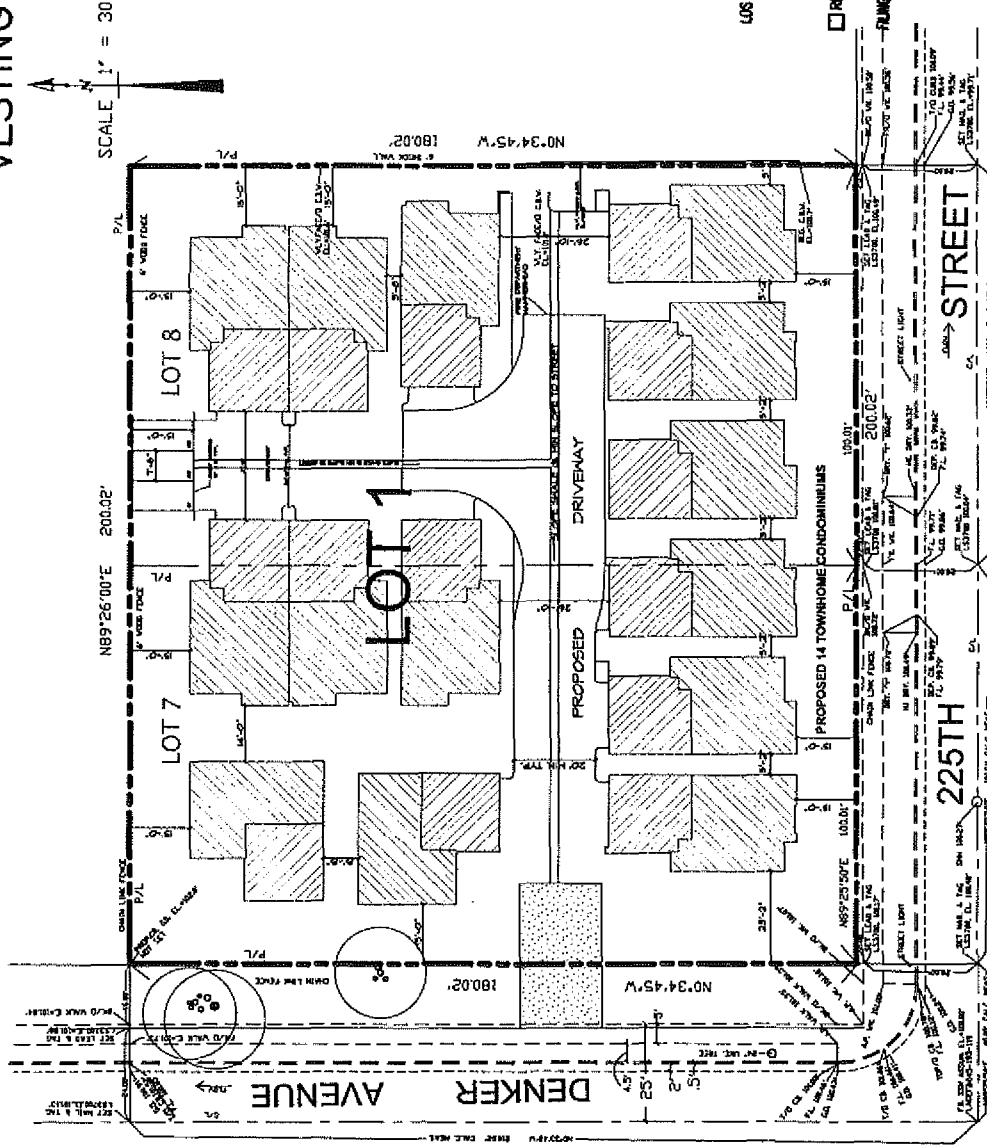
REVISED MAP  FINAL MAP UNIT

TIME EXTENSION  PERMIT/AMENDMENT

PLANNING FEE  DIVISION OF LAND



VICINITY MAP  
 N.T.S.



PLAN PREPARED UNDER THE DIRECTION OF:

*Judy K. [Signature]*  
 CITY ENGINEER  
 DATE: 8-27-04  
 R.C.E. 32145, EXP. 12-31-2004



**OWNER/SUBDIVIDER:**  
 DENKER GATEWAY LIMITED PARTNERSHIP  
 12421 VENICE BOULEVARD, STE. 8  
 LOS ANGELES, CA 90066  
 PH: (310) 397-1042  
 FAX: (310) 397-1124

**ENGINEER:**  
 YALE PARTNERS, LTD.  
 1150 YALE STREET, SUITE 11  
 SANTA MONICA, CA 90403  
 PH: (310) 828-2000  
 FAX: (310) 828-4566

CITY OF LOS ANGELES  
CALIFORNIA

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



JAMES K. HAHN  
MAYOR

TT FEE PAID  
SEP 13 2004

RECEIVED  
LAND DEVELOPMENT GROUP  
04 SEP 20 AM 9:14

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

MABEL CHANG  
PRESIDENT  
DAVID L. BURG  
VICE-PRESIDENT  
JOY ATKINSON  
ERNESTO CARDENAS  
MARY GEORGE  
MICHAEL MAHDESIAN  
MITCHELL B. MENZER  
BRADLEY MINDLIN  
THOMAS E. SCHIFF

GABRIELE WILLIAMS  
COMMISSION EXECUTIVE ASSISTANT  
(213) 978-1300

Filing Notification and Distribution

ADDRESS: 1445 W. 225<sup>th</sup> Street

DATE OF FILING AND MAP STAMP

DATE: September 13, 2004

COMMUNITY: Harbor Gateway

VESTING TRACT MAP NO: 61427

**EXPEDITED  
PROCESSING  
SECTION**

DEEMED COMPLETE AND DISTRIBUTION

DATE: September 15, 2004

Hillside: ( ) Yes (X) No

- (X) COUNCIL DISTRICT NO: 15
- (X) Neighborhood Planning (Check Office below)
  - ( ) Valley
  - ( ) West Los Angeles
  - (X) 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  
*Josie Herrera*  
EMILY GABEL-LUDDY  
Deputy Director of Planning  
CP-6300 (5/23/00)

**EXPEDITED PROCESSING CASE**

**DATE DUE: 10 / 24 / 04**

Please forward reports to the following e-mail addresses:

[Spastuch@planning.lacity.org](mailto:Spastuch@planning.lacity.org)

[Jherrera@planning.lacity.org](mailto:Jherrera@planning.lacity.org)



# VESTING TENTATIVE TRACT NO. 61427

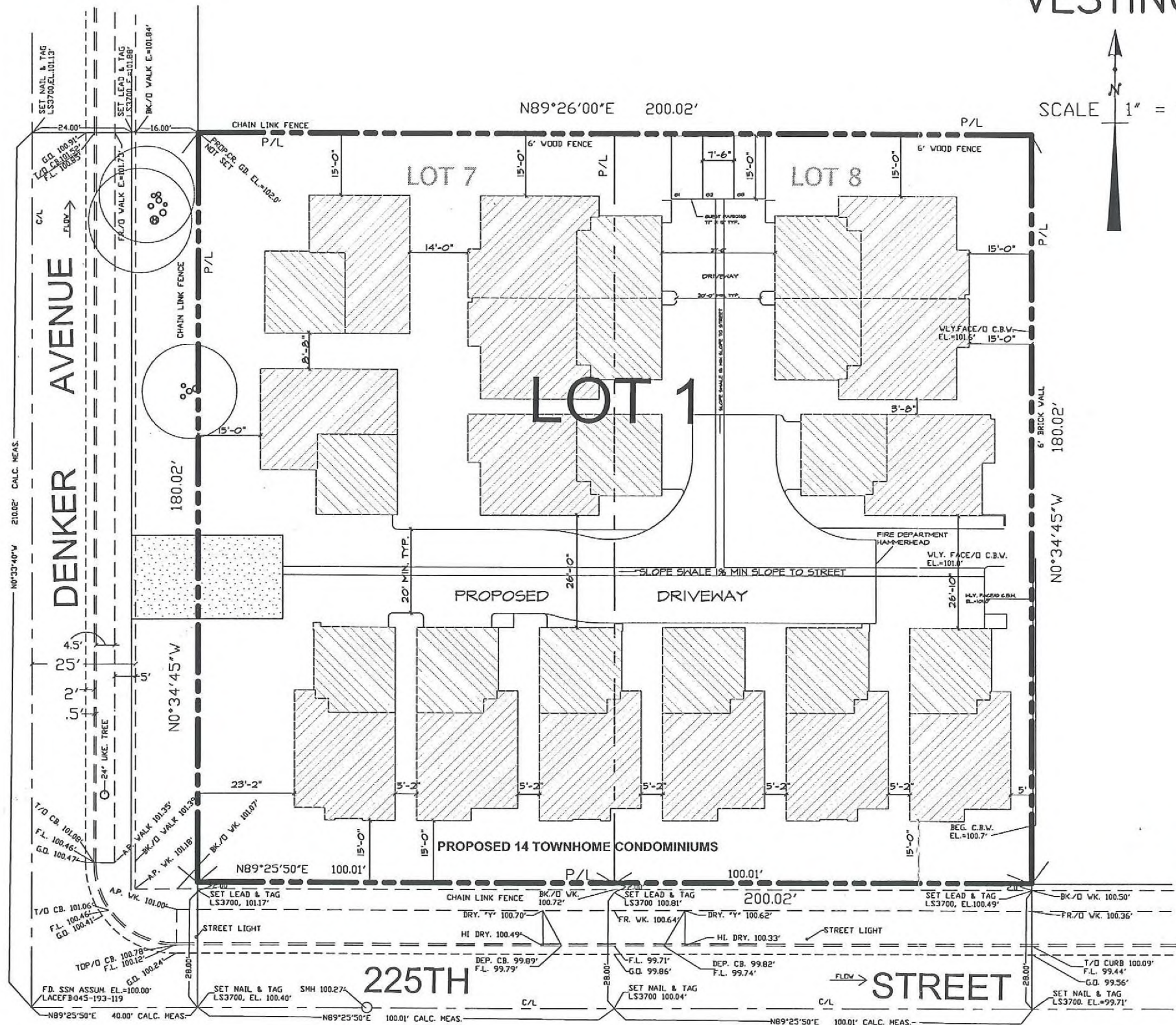
IN THE CITY OF LOS ANGELES  
 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
 FOR CONDOMINIUM PURPOSES

**LEGAL DESCRIPTION:**

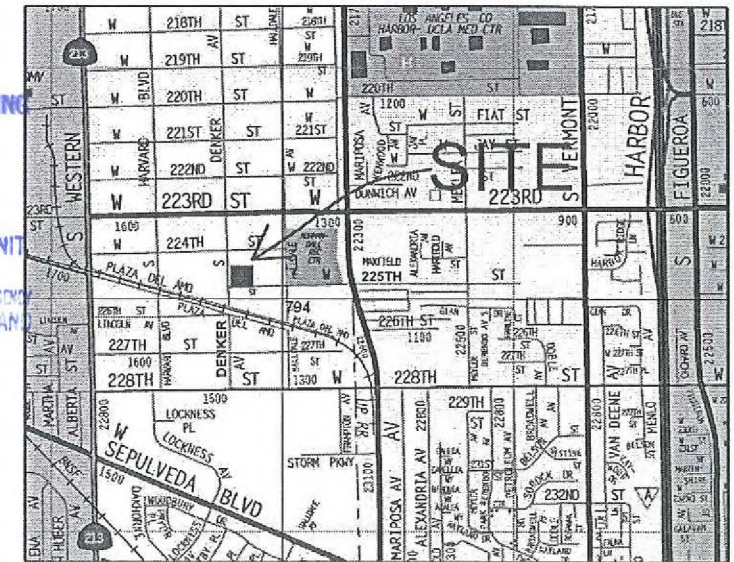
LOT 7 & 8 IN BLOCK 3 OF TRACT NO. 3371, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 38 PAGE 50 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**NOTES:**

1. PROPOSED PROJECT:  
 14 RESIDENTIAL TOWNHOME CONDOMINIUMS WITH 2-CAR GARAGE PER UNIT AND 3 GUEST PARKING SPACES.
2. SITE ADDRESS:  
 1443 & 1445 225TH STREET  
 HARBOR GATEWAY (LA CITY), CA 90501-4813.
3. ZONING: EXISTING = RD2-1  
 PROPOSED = SAME
4. THE SITE IS VACANT.
5. THERE ARE NO OAK TREES ON SITE OR ANY OTHER KIND OF TREES.
6. THE SITE IS FLAT.
7. SEWER AND OTHER PUBLIC UTILITIES ARE AVAILABLE.
8. THE SITE IS NOT KNOWN TO BE IN A HAZARDOUS AREA.
9. AREA: NET (BLUE BORDER): 35,982 SQ. FT. (0.8260 AC.)  
 GROSS (TO ST. C/L): 43,195 SQ. FT. (0.9916 AC.)
10. THOMAS GUIDE LOCATION: PAGE 763 GRID J-7  
 DISTRICT MAP NO.: 045B193  
 CENSUS TRACT NO.: 2932.02  
 COUNCIL DISTRICT NO.: CD15 - COUNCILWOMAN JANICE HAHN  
 COMMUNITY PLAN: HARBOR GATEWAY  
 ASSESSOR'S PARCEL NOS.: 7347-005-011 & 012
11. MAP INFORMATION SHOWN HEREON IS BASED ON TOPOGRAPHIC SURVEY PERFORMED BY NICHOLS CONSTRUCTION AND LAND SURVEYING IN NOVEMBER 2002.
12. THE HEIGHT OF THE PROPOSED BUILDING IS APPROXIMATELY 26 FT.
13. THE GROSS BUILDING AREA IS APPROXIMATELY 23,027 SQ. FT.



LOS ANGELES DEPT. OF CITY PLANNING  
 SUBMITTED FOR FILING  
 TENTATIVE MAP  
 SEP 13 2004



ENGINEER:  
 YALE PARTNERS, LTD.  
 1150 YALE STREET, SUITE 11  
 SANTA MONICA, CA 90403  
 PH: (310) 828-2000  
 FAX: (310) 828-4566

OWNER/SUBDIVIDER:  
 DENKER GATEWAY LIMITED PARTNERSHIP  
 12421 VENICE BOULEVARD, STE. 8  
 LOS ANGELES, CA 90066  
 PH: (310) 397-1042  
 FAX: (310) 397-1124



PLAN PREPARED UNDER THE DIRECTION OF:

*Gary Safronoff*  
 GARY SAFRONOFF  
 R.C.E. 32145, EXP. 12-31-2004  
 8-27-04  
 DATE

VICINITY MAP  
 N.T.S.