

BOARD OF  
BUILDING AND SAFETY  
COMMISSIONERS

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CITY OF LOS ANGELES  
CALIFORNIA



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DEPARTMENT OF  
BUILDING AND SAFETY  
201 NORTH FIGUEROA STREET  
LOS ANGELES, CA 90012

OSAMA YOUNAN, P.E.  
GENERAL MANAGER  
SUPERINTENDENT OF BUILDING

JOHN WEIGHT  
EXECUTIVE OFFICER

June 15, 2023

Honorable City Council  
Room 395, City Hall  
Los Angeles, CA 90012  
Attention: Lisa Hughes

**SUBJECT: REFUND CLAIM FROM BEDROCK PROPERTIES GROUP, LLC –  
LINKAGE FEES**

Honorable Members:

In accordance with the Los Angeles Municipal Code (LAMC) Sections 22.12 and 22.13, the Los Angeles Department of Building and Safety (LADBS) requests approval of refund claim number 163393 in the amount of \$157,726.36.

On August 2, 2022, LADBS received payment in the amount of \$931,654.79 from Bedrock Properties Group, LLC (Claimant) under building permit 21010-10000-00502 for the project located at 9200 N. Winnetka Ave, Chatsworth, CA 91311. The payment included linkage fee. On August 19, 2022, the Claimant filed a claim for refund for the linkage fee. Based upon further review, LADBS determined the project to be exempt from linkage fee because the entitlement case was submitted prior to the effective date of the linkage fee ordinance. LADBS recommends approval of the claim for refund in the amount of \$157,726.36. Attached are supporting documents regarding the claim for refund.

Should you have any questions regarding this matter, please contact the LADBS Chief Accounting Employee at (213) 482-6782. Thank you for your consideration.

Sincerely,

for

Osama Younan  
General Manager  
Los Angeles Department of Building and Safety

**CITY OF LOS ANGELES  
CLAIMS BOARD**

**RECOMMENDATION OF THE CLAIMS BOARD  
FOR CONSIDERATION BY THE CITY COUNCIL**

The Honorable City Council  
City of Los Angeles  
Room 395, City Hall  
200 North Spring Street  
Los Angeles, CA 90012

Honorable Members:

At its meeting on July 6, 2023, the Claims Board of  
the City of Los Angeles considered a report of the Department of Building and Safety in  
the matter of:


Refund Claim from Bedrock Properties Group, LLC – Linkage Fees – Refund Claim

**No. 163393.**

and voted ( 3/0 ) that your Honorable Body (approve/reject) the recommendation of  
the Department of Building and Safety.

Other action: \_\_\_\_\_

Claims Board, City of Los Angeles

By  \_\_\_\_\_  
Chairperson

cc: City Attorney

RECEIVED

2022 AUG 22 AM 11: 20

CITY OF LOS ANGELES  
FINANCIAL SERVICES  
BUILDING & SAFETY



# CLAIM FOR REFUND

163393

CLAIM # _____	2022 AUG 19 PM 2: 53	CITY CLERK'S OFFICE
By _____ CITY CLERK	Received Date Stamp	

Pay to: BEDROCK PROPERTIES GROUP, LLC

Print Name of Claimant (Last) <u>Benrimon</u>	(First) <u>Leon</u>
--	------------------------

Mailing Address (Street) <u>9220 Winnetka Ave.</u>	(City) <u>Chatsworth</u>	(State/Zip) <u>CA 91311</u>
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(Area Code) (Phone Number) <u>(310) 980-7206</u>	(E-mail Address) <u>leon@uncommondevelopers.com</u>
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### REFUND INFORMATION

JOB LOCATION: 9200 N. Winnetka Ave., Chatsworth, CA 91311

Amount Claimed \$ 157,726.36 ✓ Date Fees Paid: 08/02/2022 ✓

RECEIPT #/PERMIT #/REFERENCE #: 2022214001-33 ✓

STATE REASON FOR REQUESTING A REFUND - (Details):  
Erroneously billed for Linkage Fee but project is exempt from it

NOTE: A Claimant may be required to submit to examination under oath. (Charter Section 217.)  
Presentation of a false claim is a felony. (California Penal Code Section 72.)

I HEREBY CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

<u>[Redacted Signature]</u>	<u>Executive Projects Manager</u>	<u>08/16/2022</u>
		DATE

### FOR DEPARTMENT OF BUILDING & SAFETY USE ONLY

AMOUNT APPROVED FOR REFUND \$ 157,726.36

REMARKS: Project exempt from linkage fees since entitlement case was submitted before the linkage fee ordinance.

Audited by: <u>ASR</u>	Date: <u>08/06/23</u>
Approved by: <u>[Signature]</u>	Date: <u>3/2/23</u>

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities.

LADBS Recommendation Form

CLAIM # 163393  
Bureau: Engineering  
Division: Green Building



Document Number: 21010-10000-00502  
Receipt Number:  
Receipt Date:  
Fee Period:  
Job Address: 9200 N Winnetka AVE 1 89

1. Did LADBS perform any work for which the permit or receipt was issued?  
yes

2. Are the reasons given by claimant correct?  
yes

3. Did LADBS initiate an action that resulted in an error?  
yes  
Linkage fees should not have been charged since entitlement case was submitted before linkage fee ordinance.

4. Is this a duplicated permit or receipt of the same job or item?  
no

5. Of the gross amount claimed, is the amount claimed pertaining to the(se) particular item(s) correct?  
yes

6. Is a refund recommended?  
yes  
Linkage fees should not have been charged since entitlement case was submitted before linkage fee ordinance.

Reviewed By: TEODORO DIAZ RODRIGUEZ  
Reviewed On: 12/21/2022  
Approved By: ALLEN MANALANSAN  
Approved On: 01/22/2023

**Financial Service Div.'s Comments:**

linkage fees only.

**Liaison's Comments:**

**Reviewer's Comments:**

**Supervisor's Comments:**

History

Action	By	On
Review Approved & Returned to FSD	ALLEN MANALANSAN	1/22/2023 4:42:42 PM
Review Completed & Submitted for Supervisor Review (to ALLEN MANALANSAN)	TEODORO DIAZ RODRIGUEZ	12/21/2022 3:18:09 PM
Assigned (to TEODORO DIAZ RODRIGUEZ)	MARGARET KUHN	9/13/2022 3:14:09 PM
Created	JESSIKA GARCIA	9/13/2022 11:49:34 AM



Terence Shia &lt;terence.shia@lacity.org&gt;

**Refund Clai, No: 163393**

1 message

**Mila Amapro** <mila@uncommondevelopers.com>  
To: "LADBS.Refunds@lacity.org" <LADBS.Refunds@lacity.org>

Wed, Sep 7, 2022 at 3:51 PM

Good afternoon:

In reference to your letter dated Aug. 30, 2022 regarding Refund Claim No. 163393,

our project located at 9200 Winnetka Ave., Chatsworth, CA 91311 should not have been assessed the Linkage Fee

since the 9200 Winnetka, commonly referred to as Building B, is part of a big project **whose City Planning Case was approved in September 2015** per

attached Letter of Determination issued by City Planning. 9200 Winnetka or Building B

is part of the "24" Campus project which consists of the rehabilitation of the old LA Times Building into a creative office building,

plus 4 residential structures referred to as Buildings A, B, C, and D. Buildings C and D were previously permitted. Building B followed, then Building A.

Building C obtained its Certificate of Occupancy in September 2021, while Building D is expecting to achieve its C of O within a week or 2.

Linkage Fee Memo of July 16, 2018 indicates that the Fee Phased-In Timeline for the ordinance is based on the date of the building permit application **or submitted complete planning entitlement application.** In our case, entitlement application started **sometime in 2014 and got entitled September 2015.** Additionally, Linkage Fee is calculated based on the date that plans sufficient for a plan check or zoning plan check are **accepted by DBS, or City Planning fees are paid for a planning entitlement, whichever is first. Projects submitted before June 18, 2018 will be exempt from the fee.**

Based on the above, our Project therefore is exempt from the Linkage Fee, and which was further acknowledged by the Plan Checker, Mr. Kevin Morales.

We hope for a speedy claim refund.

Thank you.

**Mila Amparo****Project Management Specialist**

9220 Winnetka Ave, Los Angeles, CA 91311

C# (818) 836-2363

mila@uncommondevelopers.com



## DEPARTMENT OF CITY PLANNING

City Hall • 200 N. Spring Street, Room 525 • Los Angeles, CA

July 16, 2018

TO: Department of City Planning Staff  
Interested Parties

FROM: Kevin J. Keller, AICP   
Executive Officer

SUBJECT: **AFFORDABLE HOUSING LINKAGE FEE ORDINANCE AND UPDATED  
FEE SCHEDULE**

The City Council adopted the Affordable Housing Linkage Fee (AHLF) Ordinance (#185,342) on December 13, 2017 and it became effective on February 17, 2018. The City Council subsequently adopted a revised fee schedule on June 29, 2018, increasing the residential fee amount in the City's high market areas.

The ordinance places a fee on certain new market-rate residential and commercial development to generate local funding for affordable housing. The amount of the fee varies by the type of use and by location. Because of the ordinance's phased-in approach, projects submitting plans on or after June 18, 2018 are subject to the fee and fees will increase over time. There are also various exemptions and deductions.

The basic provisions of the law are summarized below. This memo replaces the previous memo dated April 27<sup>th</sup>, 2018 in order to reflect the revised fee schedule.

### **Development Projects Subject to the Fee:**

Unless determined to be exempt (per LAMC 19.18 B.2) the Linkage Fee applies to all *Development Projects*, which is defined as any project involving or requiring the issuance of a building permit that results in:

- 1) Additional dwelling units or guest rooms (after deducting the number of units/guest rooms removed in the previous year).
- 2) Additional nonresidential floor area (after deducting the amount of nonresidential floor area removed in the previous year).
- 3) A single-family residential project that results in a net increase of more than 1,500 square feet of floor area, unless the property will not be sold within three years.
- 4) A change of use from nonresidential to residential.

### **Fee Phase-In Timeline**

✓ The fee is being phased-in based on the date by which a building permit application or complete planning entitlement application is submitted, whichever is first. This is calculated according to the date that plans sufficient for a plan check or zoning plan check are accepted by the Department of Building and Safety, or City Planning fees are paid for a planning entitlement, whichever is first. Projects submitted before June 18, 2018 will be exempt from the fee.



## LOS ANGELES CITY PLANNING COMMISSION

200 N. Spring Street, Room 532, Los Angeles, California, 90012-4801, (213) 978-1300  
<http://cityplanning.lacity.org/>

Determination Mailing Date: SEP. 22 2015

CASE: CPC-2014-794-GPA-ZC-MPR-CU-CUB-SPR  
CEQA: ENV-2014-210-EIR (SCH No. 2014041066)  
Related Case: CPC-2015-733-DA

Council District: 12 - Englander  
Plan Area: Chatsworth – Porter Ranch  
Zone: MR2-1, P-1  
Requests: General Plan Amendment, Zone Change, Modified Parking District, Conditional Use, Site Plan Review

Applicant: MGA North, LLC  
Representative: Dave Rand, Armbruster, Goldsmith, Delvac, LLP

Location: 20000-20060 PRAIRIE STREET, 9200-9254 WINNETKA AVENUE, 20111 W. NORDHOFF PLACE  
Assessor's Parcel numbers 5144-018-021(Parcel 1); 5144-018-027(Parcel 2); 5144-018-028 (Parcel 3); 5144-018-032 (Parcel 4)

At its meeting of July 23, 2015, the Los Angeles City Planning Commission took the following action:

1. **Approved a General Plan Amendment** to the Chatsworth-Porter Ranch Community Plan changing the project site's land use designation from Light Industrial to **Industrial Commercial**.
2. **Approved a Zone Change** from MR2-1 to **(T)(Q)CM-1-MPR**.
3. **Approved a Conditional Use Permit** to allow an on-site Child Care Facility/Nursery School in the proposed CM Zone.
4. **Approved a Conditional Use Permit** to allow the selling and dispensing of alcohol for on-site and off-site consumption.
5. **Approved the Site Plan Review**.
6. **Adopted the attached Conditions of Approval**.
7. **Adopted the attached Findings**.
8. **Certified the Environmental Impact Report ENV-2014-210-EIR**, SCH#2014041066. Adopted the Findings and Statements of Overriding Considerations as provided in the environmental evaluation of the Environmental Impact Report, and adopted the proposed Mitigation Monitoring Program (MMP).
9. **Advised** the applicant that pursuant to the State Fish and Game Code Section 711.4, a Fish and Game and/or Certificate of Game Exemption is now required to be submitted to the County Clerk prior to or concurrent with the Environmental Notices and Determination (NOD) filing.
10. **Advised** the applicant that the approved Vesting Tentative Tract Map may require modification as a result of this determination.

### Recommendations to City Council:

1. **Recommend** the City Council **adopt a General Plan Amendment** to the Chatsworth-Porter Ranch Community Plan changing the project site's land use designation from Light Industrial to **Industrial Commercial**.
2. **Recommend** the City Council **adopt a Zone Change** from MR2-1 to **(T)(Q)CM-1-MPR**.
3. **Recommend** the City Council **adopt a Modified Parking District** for the site to permit shared parking of the MGA corporate/creative office parking spaces for residents, their guests and retail/restaurant patrons.

Fiscal Impact Statement: There is no General Fund impact as administrative costs are recovered through fees.

This action was taken by the following vote:

Moved: Katz  
Seconded: Choe  
Ayes: Ahn, Millman, Perlman, Dake-Wilson  
Absent: Ambroz, Mack, Segura

Vote: 6 - 0

  
\_\_\_\_\_  
James K. Williams, Commission Executive Assistant II  
Los Angeles City Planning Commission

**Appeal Status:** The General Plan Amendment, Zone Change, and Modified Parking District are not further appealable. Any person aggrieved by an initial decision of the Los Angeles City Planning Commission concerning the Conditional Uses or Site Plan Review may appeal the decision to the City Council. The appeal must be filed within 15 days after the mailing date of this determination. All appeals shall be filed on forms provided at the Planning Department's Public Counters at 201 N. Figueroa Street, Fourth Floor, Los Angeles, or at 6262 Van Nuys Boulevard, Suite 251, Van Nuys.

FINAL APPEAL DATE: OCT 07 2015

If you seek judicial review of any decision of the City pursuant to California Code of Civil Procedure Section 1094.5, the petition for writ of mandate pursuant to that section must be filed no later than the 90th day following the date on which the City's decision became final pursuant to California Code of Civil Procedure Section 1094.6. There may be other time limits which also affect your ability to seek judicial review.

Attachments: Conditions, Findings, Maps, Resolution  
City Planner: Nicholas Hendricks



9200 N Winnetka Ave 1 - 89



Permit #: B21LA01742  
Plan Check #: B21LA01742  
Event Code:

21010 - 10000 - 00502

Printed: 08/26/22 11:32 AM

Bldg-New GREEN - MANDATORY Commercial Regular Plan Check Plan Check	City of Los Angeles - Department of Building and Safety <b>APPLICATION FOR BUILDING PERMIT AND CERTIFICATE OF OCCUPANCY</b>	Issued on: 08/02/2022 Last Status: Issued Status Date: 08/02/2022
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L TRACT	BLOCK	LOT(s)	ARB	COUNTY MAP REF #	PARCEL ID # (PIN #)	ASSESSOR PARCEL #
TR 72622		1		M B 1396-1/6	198B113 222	2761 - 001 - ***

<b>3. PARCEL INFORMATION</b> LADBS Branch Office - VN Council District - 12 Cmpt. Fill Grd. - CFG-1900 Cmpt. Fill Grd. - CFG-2500 Cmpt. Fill Grd. - FG	Certified Neighborhood Council - Chatsworth Census Tract - 1133.03 Energy Zone - 9 Flood Haz. Zone - A D=N/A E=N/A IN Area Planning Commission - North Valley	Earthquake-Induced Liquefaction Area - Yes Community Plan Area - Chatsworth - Porter Ranch Near Source Zone Distance - 7.1
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ZONES(S): (Q)CM-1-MPR / MR2-1

<b>4. DOCUMENTS</b> ZI - ZI-1022 ZI - ZI-1117 MTA Right-of-Way (ROW) Proj ZI - ZI-2374 State Enterprise Zone: Los Angel ZI - ZI-2472 Chatsworth-Northridge Industrial	ZA - ZA-1983-144 ZA - ZA-1990-1008-ZV ORD - ORD-102641 ORD - ORD-128002	ORD - ORD-144129 ORD - ORD-184006 ORD - ORD-99671 CPC - CPC-1953-4576	CPC - CPC-1956-7597 CPC - CPC-1985-143 CPC - CPC-2014-794-GPA-ZC-CA-CU-CUB CPC - CPC-2015-733-DA
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<b>5. CHECKLIST ITEMS</b> Flood Certif. - Flood Certif. Not Req'd Special Inspect - Anchor Bolts Special Inspect - Concrete>2.5ksi	Special Inspect - Prestress Concrete Special Inspect - Structural Observation Fabricator Req'd - Glued-Laminated Timber	Fabricator Req'd - Prefabricated Joist Fabricator Req'd - Shop Welds Fabricator Req'd - Structural Steel
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<b>6. PROPERTY OWNER, TENANT, APPLICANT INFORMATION</b>		
Owner(s): MGA NORTH LLC	16380 ROSCOE BLVD 200	VAN NUYS CA 91406
Tenant:		
Applicant: (Relationship: Contractor) LEON	9220 WINNETKA AVE	CHATSWORTH CA 91311 (310) 980-7206

<b>7. EXISTING USE</b>	<b>PROPOSED USE</b> (05) Apartment (16) Retail (08) Garage - Public (07) Garage - Private	<b>8. DESCRIPTION OF WORK</b> NEW 6-STORY (1 STORY TYPE IA OVER 5-STORY TYPE VA) MIXED USE APARTMENT, STORAGE, RETAIL AND ATTACHED GARAGE (BUILDING B1). NEW 2-STORY (TYPE IIIA) RECREATION AREA. (BUILDING B2)
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9. # Bldgs on Site & Use: 1 OF 3

<b>10. APPLICATION PROCESSING INFORMATION</b> BLDG. PC By: Kevin Morales OK for Cashier: Weijian Huang Signature:	DAS PC By: Coord. OK: Date:	For inspection requests, call toll-free (888) LA4BUILD (524-2845), or request inspections via <a href="http://www.ladbs.org">www.ladbs.org</a> . To speak to a Call Center agent, call 311. Outside LA County, call (213) 473-3231.
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For Cashier's Use Only W/O #: 11000502

<b>11. PROJECT VALUATION &amp; FEE INFORMATION</b>		Final Fee Period
Permit Valuation: \$14,000,000	PC Valuation: \$0	
FINAL TOTAL Bldg-New	931,654.79	School District Residential Level 1 651,301.09
Permit Fee Subtotal Bldg-New	54,086.50	School District Commercial Area 2,400.06
Energy Surcharge		Dwelling Unit Construction Tax 19,600.00
Handicapped Access		Residential Development Tax 29,400.00
Plan Check Subtotal Bldg-New	0.00	CA Bldg Std Commission Surcharge 560.00
Off-hour Plan Check	0.00	Green Building
Plan Maintenance	300.00	Permit Issuing Fee 27.00
E.Q. Instrumentation	3,920.00	Linkage Fee 157,726.36
D.S.C. Surcharge	1,750.01	
Sys. Surcharge	3,500.01	
Planning Surcharge	3,264.81	
Planning Surcharge Misc Fee	10.00	
Planning Gen Plan Maint Surcharge	3,808.95	
Sewer Cap ID:	Total Bond(s) Due:	

Payment Date: 08/02/22  
Receipt No: 2022214001-33  
Amount: \$931,654.79  
Method: Paper Check

2022LA04559

<b>12. ATTACHMENTS</b> Plot Plan Signed Declaration
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\* 0 8 0 0 1 2 1 0 1 0 1 0 0 0 0 0 0 5 0 2 F N \*

**13. STRUCTURE INVENTORY**

(Note: Numeric measurement data in the format "number / number" implies "change in numeric value / total resulting numeric value")

**21010 - 10000 - 00502**

(P) Floor Area (ZC): +139048 Sqft / 139048 Sqft  
 (P) Height (BC): +59.67 Feet / 59.67 Feet  
 (P) Height (ZC): +65 Feet / 65 Feet  
 (P) Length: +387.33 Feet / 387.33 Feet  
 (P) Stories: +6 Stories / 6 Stories  
 (P) Width: +132.25 Feet / 132.25 Feet  
 (P) Dwelling Unit: +98 Units / 98 Units  
 (P) NFPA-13 Fire Sprinklers Thru-out  
 (P) A2 Occ. Group: +3869 Sqft / 3869 Sqft  
 (P) A3 Occ. Group: +33894 Sqft / 33894 Sqft

(P) B Occ. Group: +1153 Sqft / 1153 Sqft  
 (P) M Occ. Group: +2836 Sqft / 2836 Sqft  
 (P) R2 Occ. Group: +100384 Sqft / 100384 Sqft  
 (P) S2 Occ. Group: +124899 Sqft / 124899 Sqft  
 (P) A2 Occ. Load: +261 Max Occ. / 261 Max Occ.  
 (P) A3 Occ. Load: +590 Max Occ. / 590 Max Occ.  
 (P) B Occ. Load: +8 Max Occ. / 8 Max Occ.  
 (P) M Occ. Load: +48 Max Occ. / 48 Max Occ.  
 (P) R2 Occ. Load: +503 Max Occ. / 503 Max Occ.  
 (P) S2 Occ. Load: +417 Max Occ. / 417 Max Occ.

(P) Long Term Bicycle Parking Req'd for Bldg: +68 Spaces / 6  
 (P) Parking Req'd for Bldg (Auto+Bicycle): +255 Stalls / 255  
 (P) Short Term Bicycle Parking Req'd for Bldg: +9 Spaces / 9  
 (P) Parking Req'd for Site (Auto+Bicycle): +989 Stalls / 989  
 (P) Total Provided Parking for Site: +821 Stalls / 821 Stall  
 (P) Type I-A Construction  
 (P) Type III-A Construction  
 (P) Type V-A Construction  
 (P) Floor Construction - Concrete Slab on Grade  
 (P) Foundation - Continuous Footing

**14. APPLICATION COMMENTS:****PDPP Project's Total Valuation: \$14,000,000.00**

\*\* Approved Seismic Gas Shut-Off Valve may be required \*\* \*\* TOTAL REQUIRED AUTO PARKING: - RESIDENTIAL: 165 - RETAIL: 13

In the event that any box (i.e. 1-16) is filled to capacity, it is possible that additional information has been captured electronically and could not be printed due to space restrictions. Nevertheless the information printed exceeds that required by section 19825 of the Health and Safety Code of the State of California.

**15. BUILDING RELOCATED FROM:****16. CONTRACTOR, ARCHITECT & ENGINEER NAME****ADDRESS****CLASS****LICENSE #****PHONE #**

(C) UNCOMMON BUILDERS LLC  
 (E) NISHE, THOMAS YOSHIMASA

9220 WINNETKA AVE,  
 1615 BUCKINGHAM RD,

CHATSWORTH, CA 91311  
 LOS ANGELES, CA 90019

B

1046026  
 S4030

**PERMIT EXPIRATION/REFUNDS:** This permit expires two years after the date of the permit issuance. This permit will also expire if no construction work is performed for a continuous period of 180 days (Sec. 98.0602 LAMC). Claims for refund of fees paid must be filed within one year from the date of expiration for permits granted by LADBS (Sec. 22.12 & 22.13 LAMC). The permittee may be entitled to reimbursement of permit fees if the Department fails to conduct an inspection within 60 days of receiving a request for final inspection (HS 17951).

**17. LICENSED CONTRACTOR'S DECLARATION**

I hereby affirm under penalty of perjury that I am licensed under the provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect. The following applies to B contractors only: I understand the limitations of Section 7057 of the Business and Professional Code related to my ability to take prime contracts or subcontracts involving specialty trades.

License Class: B License No.: 1046026 Contractor: UNCOMMON BUILDERS LLC

**18. WORKERS' COMPENSATION DECLARATION**

I hereby affirm, under penalty of perjury, one of the following declarations:

- I have and will maintain a certificate of consent to self insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.
- I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Carrier: EVEREST NTL. INS. CO. Policy Number: 7600019366211

- I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

**WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.**

**19. ASBESTOS REMOVAL DECLARATION / LEAD HAZARD WARNING**

I certify that notification of asbestos removal is either not applicable or has been submitted to the AQMD or EPA as per section 19827.5 of the Health and Safety Code. Information is available at (909) 396-2336 and the notification form at [www.aqmd.gov](http://www.aqmd.gov). Lead safe construction practices are required when doing repairs that disturb paint in pre-1978 buildings due to the presence of lead per section 6716 and 6717 of the Labor Code. Information is available at Health Services for LA County at (800) 524-5323 or the State of California at (800) 597-5323 or [www.dhs.ca.gov/childlead](http://www.dhs.ca.gov/childlead).

**20. CONSTRUCTION LENDING AGENCY DECLARATION**

I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3097, Civil Code).

Lender's Name (If Any): \_\_\_\_\_ Lender's Address: \_\_\_\_\_

**21. FINAL DECLARATION**

I certify that I have read this application **INCLUDING THE ABOVE DECLARATIONS** and state that the above information **INCLUDING THE ABOVE DECLARATIONS** is correct. I agree to comply with all city and county ordinances and state laws relating to building construction, and hereby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes. I realize that this permit is an application for inspection and that it does not approve or authorize the work specified herein, and it does not authorize or permit any violation or failure to comply with any applicable law. Furthermore, neither the City of Los Angeles nor any board, department officer, or employee thereof, make any warranty, nor shall be responsible for the performance or results of any work described herein, nor the condition of the property nor the soil upon which such work is performed. I further affirm under penalty of perjury, that the proposed work will not destroy or unreasonably interfere with any access or utility easement belonging to others and located on my property, but in the event such work does destroy or unreasonably interfere with such easement, a substitute easement(s) satisfactory to the holder(s) of the easement will be provided (Sec. 91.0106.4.3.4 LAMC).

**By signing below, I certify that:**

- (1) I accept all the declarations above namely the Licensed Contractor's Declaration, Workers' Compensation Declaration, Asbestos Removal Declaration / Lead Hazard Warning, Construction Lending Agency Declaration, and Final Declaration; and
- (2) This permit is being obtained with the consent of the legal owner of the property.

Print Name: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_  Contractor  Authorized Agent

Los Angeles Dept of Building and Safety  
201 N. Figueroa St., 4th Floor  
Los Angeles, CA 90012

Reference Number: 2022214001-33  
Date/Time: 08/02/2022 8:35:22 AM PST

User ID: rkhachatryan

LADBS PERMIT  
2022214001-33-1  
LADBS PERMIT PAYMENT  
Name: LEON  
Job Address: 9200 N WINNETKA AVE 1 89  
Permit Number: 21010-10000-00502  
Building Permit Reference Number: 2022LA04  
559

CA Bldg Std Commission Surc	\$560.00
Planning Surcharge	\$3,264.81
Planning Surcharge Misc Fee	\$10.00
Conditional Development	\$29,400.00
City District Commercial	\$2,400.06
City District Residential	\$651,301.09
Surcharge	\$3,500.01
City Gen Plan Maint S	\$3,808.95
Registration Fee	\$157,726.36
Building Unit Constructi	\$19,600.00
Instrumentation	\$3,920.00
City Surcharge	\$1,750.01
Hour Plan Check	\$0.00
Registration Fee Subtotal Bldg	\$54,086.50
Registration Issuing Fee	\$27.00
Check Subtotal Bldg-New	\$0.00
Maintenance	\$300.00
	\$931,654.

Total: \$931,654.79

1 ITEM TOTAL: \$931,654.79

TOTAL: \$931,654.79

Paper Check \$931,654.79

Method:

Check Number: 11518

Total Received: \$931,654.79



THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

**Bedrock Properties Group LLC**

Development Account  
9220 Winneka Ave  
Chatsworth CA 91311

Umpqua Bank  
Encino Branch  
16501 Ventura Blvd Suite 101  
Encino CA 91436  
98-6051232

11518

07/26/2022

\*\*\*\* NINE HUNDRED THIRTY ONE THOUSAND SIX HUNDRED FIFTY FOUR AND 79/100 DOLLARS  
\$931,654.79\*

TO THE  
ORDER OF

City of Los Angeles

City of Los Angeles

P.O. Box 53200

Los Angeles, CA 90053-0200



⑆ 11518⑆ ⑆ 123205054⑆ 4867558621⑆

ASK  
02/28/23

For Deposit Only - JPMC

FOR DEPOSIT ONLY  
PAY TO THE ORDER OF JP MOR  
City of LA Building and Safety  
#501-Metro 4th Floor  
668270330  
08/02/2022 8 35 34 AM  
2022214001-33  
S931654 79

## MGA North LLC

September 8, 2022

MR. TERENCE SHIA  
LADBS  
Email: [Terence.Shia@lacity.org](mailto:Terence.Shia@lacity.org)

Re : Refund Clai, No. 163393  
Job Location : 9200 N. Winnetka Ave., Chatsworth, CA 91311


Dear Mr. Shia:

With reference to our refund claim for Linkage Fees paid for our project located at 9200 N. Winnetka Ave. in Chatsworth, below are the following facts to establish the relationship among the parties:

1. Bedrock Properties Group LLC dba Uncommon Developers is the Development Manager for 9200 N. Winnetka who issued the permit check fee of \$931,654.79;
2. Leon Benrimon is the Executive Projects Manager of Bedrock Properties Group LLC and authorized signer for said LLC;
3. Refund should be issued and go to Bedrock Properties Group, LLC, the original payor;
4. Jason Larian, who is issuing this clarification letter, is the General Manager and authorized signatory for MGA North LLC, the Property Owner of 9200 N. Winnetka Ave;

We hope that the above explanation is sufficient to consider our claim for refund of the Linkage Fee which was inadvertently charged on our Project at 9200 N. Winnetka Ave.

Thank you for your attention and prompt action to our refund request.



JASON LARIAN  
General Manager



9220 Winnetka Ave. Los Angeles, CA 91311

[www.uncommondevelopers.com](http://www.uncommondevelopers.com)

**DEVELOPMENT MANAGEMENT AGREEMENT**  
**BETWEEN**  
**MGA North LLC**  
**A CALIFORNIA LIMITED LIABILITY COMPANY**  
**AS OWNER**  
**AND**  
**BEDROCK PROPERTIES GROUP LLC**  
**AS DEVELOPMENT MANAGER**

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[NOTE: To be updated]

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THIS AGREEMENT is made and entered into as of January 1, 2020, by and between MGA North, LLC, a Delaware limited liability company ("**Owner**"), and Bedrock Properties Group, LLC, a California limited liability company ("**Development Manager**").

### **BACKGROUND INFORMATION**

Owner has acquired the property located at 9200 N. Winnetka Avenue in Chatsworth, CA, commonly referred to as Building B, on which Owner intends to develop, construct, lease, operate and maintain a multi-unit residential apartment complex, as part of a campus called "24" with shared recreational amenities and parking.

Owner desires to engage Development Manager as the exclusive development manager for such Project, and Development Manager has agreed to accept such engagement. Owner and Development Manager desire to execute this Agreement for the purpose of setting forth their agreement with regard to the foregoing.

### **STATEMENT OF AGREEMENT**

In consideration of the mutual covenants and agreements herein contained, the compensation to be paid to Development Manager hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### **ARTICLE 1** **DEFINITIONS**

In addition to any other terms which are defined in this Agreement, each of the following terms shall have the following meaning:

1.1 **Affiliate** means, with respect to any Person, another Person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the Person in question. The term "**control**" as used in the preceding sentence means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled Person. With respect to any Person who is an individual, Affiliates of such Person shall include such Person's parents, brothers, sisters, children, grandchildren and any of his/her and their respective spouses or trusts for the benefit of any such Persons.

1.2 **Approved Development Budget** means the schedule of all costs and expenses which the parties estimate will be incurred by or on behalf of Owner in connection with the Development Matters.

1.3 **Completion** means (i) with respect to the Building B Project, (a) the substantial completion of the Building B Project, as evidenced by the issuance by the City of Los Angeles, California of a temporary certificate of occupancy (or its legal equivalent) for Shell Improvements, allowing occupancy of the Building B Project, subject to punch-list items.

1.4 **Completion Date** means the date upon which the applicable Completion has occurred, which is when construction permits are obtained and site ready for construction.

1.5 **Development Account** means the bank account for the Building B Project to be established by Development Manager in a bank reasonably approved by Owner as contemplated by, and for the purposes described in, this Agreement.

1.6 **Development Fee** has the meaning given such term in Section 8.1 of this Agreement.

1.7 **Development Matters** means the entitlement, project approvals, plan approvals, and permitting of the Project prior to construction.

1.8 **Expiration Date** means the date which is thirty (30) days after the Completion Date.

1.9 **Person** means an individual or entity.

1.10 **Project** has the meaning set forth under the heading Background Information above.

1.11 **Project Costs** means the total of all costs and expenses of Owner with respect to the Development Matters.

1.12 **Site** means the real property described on Exhibit A attached hereto.

## **ARTICLE 2** **ENGAGEMENT OF DEVELOPMENT MANAGER**

2.1 **Engagement of Development Manager.** Owner hereby engages Development Manager to perform, and hereby grants to Development Manager the exclusive right to perform, the services specified in this Agreement, subject to and in accordance with the terms and provisions of this Agreement.

2.2 **Acceptance by Development Manager.** Development Manager hereby accepts its engagement by Owner and agrees to perform the services specified in this Agreement for the benefit of and on behalf of Owner, subject to and in accordance with the terms and provisions of this Agreement.

## **ARTICLE 3** **NATURE OF ENGAGEMENT**

3.1 **Status of Development Manager.** In the performance of its duties and obligations under this Agreement, Development Manager is, and shall at all times during the term of this Agreement be, an independent contractor, and not an employee of Owner. Development Manager shall act solely as the agent of Owner in the performance of its duties and obligations under this Agreement.

3.2 **No Partnership or Joint Venture.** Nothing contained in this Agreement shall constitute or be deemed or construed to create a partnership or joint venture between Owner and Development Manager.

#### **ARTICLE 4** **TERM OF AGREEMENT**

4.1 **Term.** The term of this Agreement shall commence on the date hereof, and, unless sooner terminated as herein provided, shall continue until the applicable date of Completion and the full payment of the applicable Development Fee to Development Manager, but no later than the applicable Expiration Date.

4.2 **Performance.** Development Manager shall not be obligated to perform services under this Agreement after the expiration or earlier termination of this Agreement, provided, however, Owner shall continue to be responsible for payment of any unpaid portion of the Development Fee, notwithstanding the expiration or earlier termination of this Agreement.

#### **ARTICLE 5** **DEVELOPMENT MANAGEMENT SERVICES**

5.1 **Description of Services.** The development management services to be performed by Development Manager are to be performed to the same level of care and duty as would be exercised by other prudent professional development managers of similar projects.

5.2 **Nature of Development Manager's Services and Responsibilities.** Development Manager's responsibilities under this Agreement consist of advising and consulting with Owner in connection with matters pertaining to the Project and coordinating and monitoring the activities of the engineering professionals, contractors and other third parties on behalf of Owner. While Development Manager is not itself preparing any design or engineering plans or specifications of the materials required for the Project, the Development Manager is responsible for using commercially reasonable efforts to cause the approval of the Project, including obtaining of building permits in accordance with the approved plans and specifications, to enable Owner to commence Project construction. Owner acknowledges that Development Manager is assisting Owner in its negotiations with professional engineering firms, contractors and others solely in connection with Development Manager's responsibilities under this Agreement and that Development Manager is not providing legal assistance or advice to Owner in connection with such negotiations or otherwise. All agreements with such parties shall be executed by the Development Manager. Notwithstanding anything to the contrary contained in this Agreement, Development Manager shall have no obligation or liability hereunder to Owner to take any action or fail to take any action that Development Manager reasonably determines would constitute or cause a default or breach under any permit, contract or agreement for any portion of the Project, or would constitute fraud, unlawful conduct or other breach of any laws or legal requirements applicable to Owner and the Project. Development Manager shall have no obligation or liability hereunder to Owner with respect to any defects in the work product of, default or breach in the performance by, or any other acts or omissions of any Persons, including, without limitation any third party consultants, design professionals, construction professionals or other third parties

retained by or on behalf of Owner with respect to any aspect of the Project in accordance with this Agreement.

5.3 **Changes in Design.** If, at any time or from time to time, it appears either to Owner or Development Manager that it is necessary or desirable to make a change to the design of the Project, the provisions of this Section 5.3 shall govern the proposal and implementation of any such change. Without the prior approval of Owner except as provided in this Section 5.3 below, Design Changes (defined hereinbelow) may be made by Development Manager upon instruction to the applicable Project consultants. The term "**Design Change**" shall mean such work or other action costing less than \$50,000.00 for the Building B Project as is necessary, in the Development Manager's reasonable judgment, to maintain the expeditious prosecution of the plans and permits for such portion of the Project, is necessary to correct minor or technical mistakes or inconsistencies in the plans for such portion of the Project, to respond to unanticipated field conditions, to respond to an emergency situation or to correct building code violations or respond to other governmental orders or directives concerning such portion of the Project.

5.4 **Personnel.** Development Manager will provide qualified staffing sufficient to perform Development Manager's tasks.

5.5 **Development Manager's Services Not Exclusive.** The services to be rendered by Development Manager to Owner are not exclusive and, during the term of this Agreement, Development Manager and its Affiliates may render services similar or identical to those required of it hereunder to other owners of real property and may itself engage in the acquisition, entitlement, development, management or operation of, or any other activities with respect to, real property for its own account or benefit or for others, without any accountability or liability whatsoever to Owner, regardless of whether such real property is competitive with the Project or any portion thereof.

## **ARTICLE 6** **OWNER'S OBLIGATIONS**

6.1 **Costs and Expenses.** Owner shall bear all costs and expenses of the Project, including but not limited to those set forth in the Approved Development Budget, and all of the services performed by Development Manager under this Agreement shall be performed at the cost and expense of, and for the account of, Owner.

6.2 **Owner's Funds: Development Account.** Owner covenants and agrees (without creating any third party beneficiary rights), so long as Development Manager has complied with its obligations to provide payment requests and supporting documentation, to make available all funds necessary to pay all Project Costs. Owner shall deposit (or cause to be deposited) in the Development Account for the Building B Project, as applicable, such funds as Development Manager shall from time to time request for the payment of Project Costs of the Building B Project, as applicable, on a current basis.

6.3 **Owner's Cooperation.** In performing its functions hereunder, Owner shall act diligently and in good faith and shall cooperate fully with Development Manager in all matters relating to the Project. Owner shall act as expeditiously as possible on all requests by Development

Manager for approval and execution of any contract, agreement or other document pertaining to the Project. In exercising its rights of approval, Owner shall act reasonably and in good faith.

**ARTICLE 7**  
**BOOKS, RECORDS, REPORTS, FISCAL MATTERS**

7.1 **Books.** Development Manager shall maintain for Owner current and complete books of account all Development Matters with respect to the Project handled by Development Manager. Such books of account shall be maintained at Development Manager's office or at such other place as the parties shall approve, and Owner and Owner's accountants, auditors and lenders shall have access to such books of account at all reasonable times on reasonable notice. Development Manager shall maintain such books of account in a safe manner and separate from any books not dealing directly with the Project. Such books of account shall be kept in accordance with sound tax basis accrual accounting practices consistently applied, and otherwise in such manner as shall be reasonably required by Owner.

7.2 **Records.** Development Manager shall maintain, in a secure and safe manner, complete and identifiable records on all matters pertaining to Development Manager's activities under this Agreement on behalf of Owner and with respect to the Project.

7.3 **Property of Owner.** All books of account and records maintained by Development Manager under Sections 7.1 and 7.2 of this Agreement shall be and remain the property of Owner, and, upon the expiration or earlier termination of this Agreement, shall be turned over to Owner as provided in Article 10 hereof. Such books and records shall thereafter be available to Development Manager at all reasonable times for inspection, audit, examination and transcription for a period of two (2) years from the Expiration Date or earlier date of termination of this Agreement, upon reasonable prior notice to Owner and at the expense of Development Manager.

7.4 **Reports.** From time to time throughout the term of this Agreement, Development Manager shall furnish Owner a statement of all receipts and revenues collected by Development Manager and all disbursements made by Development Manager in connection with the Project for the preceding calendar month, prepared in such detail and form as otherwise shall be reasonably required by Owner.

7.5 **Development Account.** Development Manager shall establish the Development Account at such bank as may be designated by Owner from time to time.

7.6 **Deposits.** Development Manager shall deposit all funds received by Development Manager in connection with the Building B Project in the applicable Development Account promptly upon receipt of same.

7.7 **Disbursements.** Development Manager shall make all disbursements from the applicable Development Account which are required to be made by Development Manager pursuant to this Agreement to the extent funds are available in such Development Account and to the extent such disbursement is in accordance with the Approved Development Budget for the applicable project.

7.8 **Audit.** Owner, at its expense, shall have the right, during normal business hours on reasonable notice, to inspect and audit at any time, and from time to time, all of Development Manager's files, books, records, costs and expenses pertaining to the Project.

7.9 **Separate Accounts.** All funds in the Development Account shall be and shall remain the property of Owner and shall be disbursed by Development Manager in payment of Project Costs of the applicable Project. In no event shall any funds other than funds of Owner be deposited by Development Manager in the Development Account, and Development Manager shall not commingle Owner's funds with the funds of any other person in any manner.

7.10 **No Duty of Development Manager to Advance Funds.** Under no circumstances shall Development Manager have any duty or obligation to advance any funds for the account of Owner, but if Development Manager does advance any of its own funds for the account of Owner, then, provided that such advance is made at Owner's express written request or with Owner's express written approval, Owner shall promptly reimburse Development Manager therefor.

## **ARTICLE 8 COMPENSATION**

8.1 **Development Fee.** As compensation for the services to be rendered by Development Manager pursuant to this Agreement, Owner shall pay to Development Manager a Development Fee in the amount of cost plus two percent (cost + 2%) multiplied by the projected total costs for the Building B Project (the "**Building B Development Fee;**" collectively with the Headquarters Development Fee, the "**Development Fee**"). The Building B Development Fee shall be paid by Owner to Development Manager in monthly installments commencing upon the full execution and delivery of this Agreement.

8.2 **Payment of Development Fee.** Development Manager shall be authorized to disburse the Development Fee due to Development Manager hereunder to itself from the applicable Development Account.

(a) **Monthly Payments of Development Fee.** Commencing upon the full execution and delivery of this Agreement and continuing until the contract for the Building B Project is executed, the Building B Development Fee shall be paid monthly.

(b) **True Up of Building B Development Fee.** Upon execution of the GMP contract for the Building B Project, the actual Building B Development Fee will be calculated by multiplying 2% times the total costs. The total sum Owner has paid to Development Manager in Estimated Monthly Building B Development Fees for the period commencing upon execution and delivery of this Agreement for the Building B Project (the "**Estimated Building B Sum**") will be subject to adjustment based on the actual final cost upon Project Completion. The **Building B True Up Amount**, which shall be an amount equal to the Actual Final Cost for Building B less the Estimated Building B Sum will be calculated. If the Building B True Up Amount is a positive number, Owner will pay such amount to Development Manager within ten (10) days upon Project Completion. If the Building B True Up Amount is a negative number, Development Manager shall reimburse Owner such amount within ten days (10) from Project Completion.

8.3 **Agreement Termination and the Development Fee.** In the event this Agreement is terminated for any reason, the Development Fee shall be paid through the date of termination. Additionally, Owner shall also pay Development Manager all early termination-related expenses such as early equipment rental return, labor and workers' severance pay.

## **ARTICLE 9** **EXPIRATION, TERMINATION**

9.1 **Terminating Events.** The engagement of Development Manager hereunder may be terminated when either Owner or Development Manager defaults under this Agreement and the non-defaulting party elects to terminate this Agreement.

9.2 **Development Manager's Obligations.** Upon the expiration or earlier termination of this Agreement, Development Manager shall promptly:

(a) Account for and deliver to Owner all revenues and receipts pertaining to the Project and other monies of Owner, or monies held for any tenant, on hand or in any bank account of Development Manager.

(b) Deliver to Owner as received any monies due Owner under this Agreement but received by Development Manager after such expiration or termination.

(c) Subject to Development Manager's obtaining any consent of any third party required therefor, and upon request by Owner, deliver to Owner or such person as Owner shall designate all materials, supplies, equipment, keys, contracts and documents, all books of account maintained pursuant to Section 7.1 hereof, and all records maintained pursuant to Section 7.2 hereof pertaining to this Agreement and the Project.

(d) Subject to Development Manager's obtaining any consent of any third party required therefor, assign all existing contracts relating to the Project to Owner or such other person or entity as Owner shall designate.

(e) Furnish all such information, take all such other reasonable action, and cooperate with Owner as Owner shall reasonably require in order to effectuate an orderly and systematic termination of Development Manager's services, duties, obligations and activities hereunder.

(f) Within thirty (30) days after the expiration or termination of this Agreement, cause to be furnished to Owner a report similar in form and content to Development Manager's report described in Section 7.4 above, covering the period from the last previous report to the date of expiration or termination of this Agreement

## **ARTICLE 10** **INSURANCE**



10.1 **Owner's Insurance Requirements.** Throughout the term of this Agreement, Owner shall carry and maintain in force, or cause to be carried and maintained in force, the insurance described below, the premiums for all of which shall be at the sole cost and expense of Owner.

(a) Commercial General Liability insurance (including protective liability coverage on operations of independent contractors engaged in construction, blanket contractual liability coverage, products liability coverage, and explosion, collapse and underground hazards coverage) for the benefit of Owner and Development Manager, as an additional insured, against claims for personal injury, bodily injury and property damage, with a limit of not less than \$10,000,000 in the event of personal injury or bodily injury to any number of persons or of damage to property arising out of any one occurrence, and not less than \$10,000,000 in the aggregate applicable to the Project. Such insurance (which may be furnished under a primary policy or an "umbrella" policy or policies) shall also include coverage against liability for bodily injury or property damage arising out of use by or on behalf of Owner or Development Manager of any owned, non-owned or hired automotive equipment for a limit not less than that specified above. Such insurance shall include a cross-liability/severability of interest provision, and shall be primary with respect to all liability claims with respect to the Project.

Owner shall, upon Development Manager's request, furnish Development Manager with appropriate certificates evidencing the insurance required to be maintained by Owner hereunder. If Owner for any reason fails to obtain and/or maintain in force any of the insurance required above, then Owner shall indemnify Development Manager against, and hold, save and defend Development Manager harmless from, any and all claims, demands, actions, causes of action, suits, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and court costs incurred in enforcing this indemnity and otherwise) which Development Manager may suffer or incur, or which may be asserted against Development Manager, whether meritorious or not, against which Development Manager would or should have been insured under any required insurance which Owner does not for any reason obtain or maintain in force.

10.2 **Development Manager's Insurance Requirements.** Throughout the term of this Agreement, Development Manager shall carry and maintain in force the insurance described below, the premiums for all of which shall be at the sole cost and expense of Development Manager.

(a) Commercial General Liability Insurance (including protective liability coverage on operations of independent contractors engaged in construction, blanket contractual liability coverage, products liability coverage, and explosion, collapse and underground hazards coverage) for the benefit of Development Manager and Owner, against claims for personal injury, bodily injury and property damage, with a limit of not less than \$10,000,000 in the event of personal injury or bodily injury to any number of persons or of damage to property arising out of any one occurrence, and not less than \$10,000,000 in the aggregate applicable to the Project. Such insurance (which may be furnished under a primary policy or an "umbrella" policy or policies) shall also include coverage against liability for bodily injury or property damage arising out of use by or on behalf of Development Manager and Owner of any owned, non-owned or hired

automotive equipment for a limit not less than that specified above. Such insurance shall include a cross-liability/severability of interest provision.

(b) Worker's compensation insurance covering all employees of Development Manager employed in, on or about the Project in order to provide statutory benefits as required by the laws of the state in which the Project is located.

(c) Employee dishonesty insurance in an amount not less than \$100,000 covering all employees of Development Manager employed in, on or about the Project and handling any money of Owner with respect to the Project. The premium for such insurance shall be borne solely by Development Manager.

Development Manager shall, upon Owner's request, furnish Owner with appropriate certificates evidencing the insurance required to be maintained by Development Manager hereunder. If Development Manager for any reason fails to obtain and/or maintain in force any of the insurance required above, then Development Manager shall indemnify Owner against, and hold, save, and defend Owner harmless from, any and all claims, demands, actions, causes of action, suits, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and court costs incurred in enforcing this indemnity and otherwise) which Owner may suffer or incur, or which may be asserted against Owner, whether meritorious or not, against which Owner would or should have been insured under any required insurance which Development Manager does not for any reason obtain or maintain in force.

10.3 **Owner's Insurance Primary Coverage.** As between any insurance carried by Owner and any insurance carried by Development Manager, Owner's insurance shall be considered the primary coverage, and no claim shall be made under or with respect to any insurance maintained by Development Manager except in the event that Owner's entire insurance is exhausted (without regard to whether the actual amount of Owner's insurance exceeds the amounts specified in this Article 11); provided, however, the aforesaid provisions shall not affect or negate the ability of Owner or Development Manager to seek relief against the other under the indemnification provisions set forth in Sections 12.2 and 12.3, respectively.

10.4 **Waiver of Subrogation.** Each insurance policy maintained by Owner or by Development Manager with respect to the Project shall contain a waiver of subrogation clause, or shall name both Owner and Development Manager as insured parties thereunder, so that no insurer shall have any claim over or against Owner or Development Manager, as the case may be, by way of subrogation or otherwise, with respect to any claims which are insured under any such policy.

## **ARTICLE 11**

### **STANDARD OF CARE; LIABILITY; INDEMNITY**

11.1 **Standard of Care.** In the performance of its duties and obligations under this Agreement, Development Manager shall, subject to the Approved Development Budget, perform diligently, in good faith, and in compliance with the requirements of this Agreement.

11.2 **Indemnity of Development Manager.** Owner shall indemnify Development Manager against, and hold, save and defend Development Manager harmless from and against,

any and all claims, demands, actions, causes of action, suits, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and court costs incurred in enforcing this indemnity and otherwise) which Development Manager may suffer or incur, or which may be asserted by third parties against Development Manager, whether meritorious or not, and which arise (a) in connection with the Project or the performance by Development Manager of any of its duties and obligations under this Agreement, except to the extent the matter with respect to which Development Manager seeks indemnification hereunder is attributable to an intentional and material default by Development Manager in the performance of its obligations hereunder, or the gross negligence, willful misconduct or fraud of Development Manager, and (b) in connection with any violation of any applicable laws and regulations related to workers' compensation, social security, ERISA and other applicable pension matters, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects with respect to Owner's Project Employees. The indemnity of Development Manager set forth in this Section 12.2 shall continue notwithstanding the expiration or earlier termination of this Agreement with respect to any occurrence preceding such expiration or termination.

11.3 **Indemnity of Owner.** Development Manager shall indemnify Owner against, and hold, save and defend Owner harmless from and against, any and all claims, demands, actions, causes of action, suits, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and court costs incurred in enforcing this indemnity and otherwise) which Owner may suffer or incur, or which may be asserted by third parties against Owner, whether meritorious or not, and which arise out of an intentional and material default by Development Manager in the performance of its obligations hereunder, or are caused by any gross negligence, willful misconduct or fraud of Development Manager or its agents or employees.

11.4 **Relationship to Insurance.** In no event shall the indemnification provisions of Sections 12.2 or 12.3 above diminish, affect, impede or impair, in any manner whatsoever, the benefits to which any party may be entitled under any insurance policy with respect to the Project required by this Agreement or otherwise, or under the terms of any waiver of any subrogation contained therein.

11.5 **No Third-Party Beneficiaries.** None of the duties and obligations of Development Manager under this Agreement shall in any way or in any manner be deemed to create any liability of Development Manager to, or any rights in, any person or entity other than Owner.

11.6 **Independent Contractors.** No person who shall be engaged as an independent contractor by either Owner or Development Manager, or both, shall be considered an employee, servant, agent or other person for whom either Owner and Development Manager (as the case may be) is responsible for the purposes of indemnifications in the foregoing Sections of this Article 12.

## **ARTICLE 12**

### **REPRESENTATIONS AND WARRANTIES**

12.1 **Of Owner.** Owner represents and warrants to Development Manager that (a) Owner is a limited liability company duly formed, validly existing and in good standing under

the laws of the State of [Delaware], and has the full and complete right, power and authority to enter into this Agreement and perform Owner's duties and obligations under this Agreement in accordance with the terms and conditions of this Agreement; and (b) Owner is the true and lawful owner of the Project.

12.2 **Of Development Manager.** Development Manager represents and warrants to Owner that Development Manager is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has the full and complete right, power and authority to enter into this Agreement and perform Development Manager's duties and obligations under this Agreement in accordance with the terms and conditions of this Agreement.

### **ARTICLE 13** **GENERAL PROVISIONS**

13.1 **Notices.** Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by facsimile or email to the number or email address for each party set forth below or to such other numbers and email addresses as are specified by written notice given in accordance herewith:

OWNER:                    MGA North LLC  
                                  9220 Winnetka Ave.  
                                  Chatsworth, CA 91311  
                                  Attn: Jason Larian  
                                  Facsimile: \_\_\_\_\_  
                                  Email: jason@uncommondevelopers.com

**DEVELOPMENT**  
**MANAGER:**            Bedrock Properties Group LLC  
                                  9220 Winnetka Ave., Chatsworth, CA 91311  
                                  Attn: Leon Benrimon  
                                  Email: leon@uncommondevelopers.com

All notices, demands or requests delivered by hand shall be deemed given upon the date delivered. Any notice, demand or request not received because of changed address, facsimile number or email address of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the date of delivery (as evidenced by written confirmation of facsimile or delivery in the case of email) of any facsimile transmittal or email, on the first calendar day after deposit with commercial courier, or on the third business day following deposit in the United States Mail, as the case may be.

13.2 **Assignment; Binding Effect.** The rights of Development Manager under this Agreement are personal to the Development Manager and may not be assigned without prior written consent of Owner.

13.3 **Headings.** The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

13.4 **Exhibits.** Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

13.5 **Defined Term.** Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

13.6 **Pronouns.** Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

13.7 **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

13.8 **Non-Waiver.** Failure by either party to complain of any action, non-action or default of the other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by either party of any right arising from any default of the other party shall not constitute a waiver of any other right arising from a subsequent default of the same obligation or for any other default, past, present or future.

13.9 **Rights Cumulative.** All rights, remedies, powers and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

13.10 **Time of Essence.** Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement.

13.11 **Applicable Law.** This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Texas.

13.12 **Entire Agreement.** This Agreement contains the entire agreement of Owner and Development Manager with respect to the engagement of Development Manager as the development manager for the Project, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of no force or effect.

13.13 **Modifications.** This Agreement shall not be modified or amended in any respect except by a written agreement executed by Owner and Development Manager.

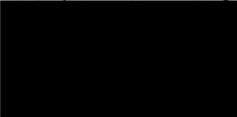
13.14 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Owner and Development Manager may deliver executed signature pages to this Agreement by emailed .pdf to the other party, which emailed .pdf shall be deemed to be an original executed signature page of the party delivering the same.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Owner and Development Manager have caused their respective duly authorized representatives to execute and deliver this Agreement, all as of the day and year first above written.

**OWNER:**


MGA NORTH LLC/20060 PRAIRIE LLC  
a [Delaware] limited liability company

By:  Jason Lorian  
General Manager

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**DEVELOPMENT MANAGER:**

BEDROCK PROPERTIES GROUP LLC,  
a California limited liability company

By: Leon Benrimon   
Title: Executive Project Manager

**EXHIBIT A**

**LEGAL DESCRIPTION OF SITE AREA**

[SEE ATTACHED]



## Contractor's License Detail (Personnel List)

**Contractor License #** 1046026

**Contractor Name** UNCOMMON BUILDERS LLC

Click on the person's name to see a more detailed page of information on that person

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### Licenses Currently Associated With

**Name** ARIEH LEON BENRIMON  
**Title** RME  
**Association Date** 10/23/2018  
**Classification** B

**Name** RYAN HEKMAT  
**Title** MANAGER  
**Association Date** 10/23/2018

**Name** JASON METATIA LARIAN  
**Title** MANAGER  
**Association Date** 10/23/2018

### Licenses No Longer Associated With

# CLAIM FOR REFUND - PAYMENTS

CLAIM # 163393

FEE TYPE	FUND	FUND TYPE	AMOUNT PAID	20% RETENTION	NET REFUND
LINKAGE	59T/43/4680/468001	AP10	\$ 157,726.36	\$ -	\$ 157,726.36
TOTAL			\$ 157,726.36	\$ -	\$ 157,726.36

ASR  
02/28/23