

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

112B



FROM: TLMA - Planning Department

SUBMITTAL DATE:
March 19, 2009

SUBJECT: NOTICE OF DECISION OF THE PLANNING COMMISSION REGARDING
REQUEST FOR EXTENSION OF TIME TO RECORD FINAL MAP FOR TENTATIVE TRACT
MAP NO. 31881.

ORIGINAL DATE OF APPROVAL: December 15, 2004

FIRST EXTENSION OF TIME REQUEST FOR TENTATIVE TRACT MAP NO. 31881 -
Applicant: CVK Property, LLC - Second Supervisorial District - East Corona Zoning District -
Temescal Canyon Area Plan: Community Development: Highest Density Residential (CD-
HHDR) (20+ Dwelling Units Per Acre) - Location: South Easterly of Harlow Avenue, Easterly of
Windsong Street and Northerly of Magnolia Ave. - 4.65 Acres - Zoning: Residential Incentive
(5,000 Square Foot Minimum) (R-6) - The tentative tract map is a Schedule A subdivision of
4.65 acres into a one-lot subdivision for condominium purposes. The project will include 158
housing units, 188 parking spaces, 9,986 square feet of structural amenities, and two open
courtyards on 4.65 acres for senior housing purposes. - REQUEST: EXTENSION OF TIME
TO DECEMBER 15, 2008 - FIRST EXTENSION.

RECOMMENDED MOTION:

RECEIVE AND FILE The Notice of Decision by the Planning Commission on August 20, 2008,
regarding the request for an Extension of Time to record a final map:

The decision of the Planning Commission considered final and no action by the Board of
Supervisors is required unless, within 10 days after the Notice of Decision appears on the
Boards agenda, the applicant or an interested person files an appeal with the Clerk of the Board
accompanied by the fee set forth in Ordinance No. 671.

Ron Goldman
Planning Director

RG:db

REVIEWED BY EXECUTIVE OFFICE

DATE 4/1/09
Tina Grande
Departmental Conference

Policy

Consent

Dep't Recomm.:
Per Exec. Ofc.:

APR 1 2009 10:45 AM

Prev. Agn. Ref.

District: Second

Agenda Number:

Agenda Item No.: 1.1
Area Plan: Temescal Canyon
Zoning District: East Corona
Supervisory District: Second
Project Planner: Kinika Hesterly

TENTATIVE TRACT MAP NO. 31881
FIRST EXTENSION OF TIME
Planning Commission: August 20, 2008
Continued from: July 23, 2008
Applicant: CVK Property, LLC

COUNTY OF RIVERSIDE PLANNING DEPARTMENT PLANNING COMMISSION CONSENT CALENDAR STAFF REPORT

The applicant of the below listed tentative map has requested an extension of time to allow for recordation of a final map. The following will be presented to the Planning Commission as a consent calendar item. Unless specifically requested by the applicant at the time of consideration this item may not be discussed and is subject to action by the Commission under a single motion.

CEQA: The following map has conformed to the requirements of the California Environmental Quality Act. It has been determined that the individual map has one or more potentially significant environmental changes and may have a significant effect upon the environment.

GENERAL PLAN: Unless otherwise noted, the following map has been determined to be consistent with the General Plan and all of its elements.

ORDINANCE NO. 659: It has been determined that in order to ensure public health, safety and welfare, the map listed below will be required to pay all fees in accordance with Ordinance No. 659.

NOTE: ORIGINAL INTENDED APPROVAL DATE: MARCH 15, 2005. REVISED ORIGINAL DATE: DECEMBER 15, 2004. The original approval letter erroneously showed an original approval date of March 15, 2005, which was the date of the Board of Supervisor's Receive and File action. The actual date of approval was on December 15, 2004, which was when the Planning Commission approved TENTATIVE TRACT MAP NO. 31881. As part of this extension of time request, a new expiration date of December 15, 2008 will be established.

FURTHER PLANNING CONSIDERATIONS:

August 20, 2008

At the July 23, 2008 Planning Commission Hearing, the Planning Department staff recommended continuance of this extension of time request to August 20, 2008, in order to give Planning Staff and County Counsel time to fully analyze the impact of recent changes to State Law (SB 1185) affecting tentative tract maps, parcel maps, and the extension of time process.

On July 15, 2008 Governor Schwarzenegger signed into law SB 1185, "which grants a one-time extension of existing subdivision maps so developers can build immediately when the demand for housing goes up. It gives developers an automatic 12 month extension on previously approved subdivision maps and allows local governments to approve an additional 12 month extension at their discretion".

Therefore, upon an approval action by the Planning Commission, a subsequent receive and file action by the Board of Supervisors, and the conclusion of the 10-day appeal period without an appeal application, the tentative map's expiration date will become December 15, 2008, and will automatically gain benefit of the change to State law (SB 1185), and will, in fact, be extended

D.M.

until December 15, 2009. If a final map has not been recorded prior this date a second extension of time application for the approved tentative map must be filed.

BACKGROUND

The County Planning Department, as part of the review of this Extension of Time request has determined it necessary to recommend the addition of eight (8) new conditions of approval in order to be able to make a determination that the project does not adversely affect the general health, safety and welfare of the public. The County Transportation Department, as part of the review of this Extension of Time request has also determined it necessary to recommend the addition of five (5) conditions of approval in order to be able to make a determination that the project does not adversely affect the general health, safety and welfare of the public. The County Planning Department is recommending the addition of two (2) 10 Series (titled MAP – Viable Landscaping and Front Yard Landscaping) and three (3) 80 Series (titled MAP – Parking/Landscaping Plan, Landscaping Securities and LNDSCPE Inspection Depos) and three (3) 90.Series (titled MAP – LNDSCP/IRRIG Install INS, Specimen Trees Required and Comply W/LNDSCP/IRRIG). The County Transportation Department is recommending the addition of two (2) 50. Series (titled MAP – Graffiti Abatement and Utility Plan) and three (3) 90. Series (titled MAP – Graffiti Abatement, Landscaping and Utility Install)

The Extension of Time applicant was informed of these recommended conditions of approval and has agreed to accept the conditions. Included in this staff report package is the correspondence from the Extension of Time applicant (dated 07/07/2008) indicating the acceptance of the thirteen (13) conditions.

ORIGINAL APPROVAL DATE: December 15, 2004

RECOMMENDATION:

APPROVAL, subject to all the previously approved and amended/added Conditions of Approval, (with the applicant's consent) of the FIRST EXTENSION OF TIME REQUEST to December 15, 2008 for:

FIRST EXTENSION OF TIME REQUEST FOR TENTATIVE TRACT MAP NO. 31881 - Applicant: CVK Property, LLC - Second Supervisorial District – East Corona Zoning District - Temescal Canyon Area Plan: Community Development: Highest Density Residential (CD-HHDR) (20+ Dwelling Units Per Acre) - Location: South Easterly of Harlow Avenue, Easterly of Windsong Street and Northerly of Magnolia Ave. – 4.65 Acres - Zoning: Residential Incentive (5,000 Square Foot Minimum) (R-6) - The tentative tract map is a Schedule A subdivision of 4.65 acres into a one-lot subdivision for condominium purposes. The project will include 158 housing units, 188 parking spaces, 9,986 square feet of structural amenities, and two open courtyards on 4.65 acres for senior housing purposes. - REQUEST: EXTENSION OF TIME TO DECEMBER 15, 2008 - FIRST EXTENSION.

Agenda Item No.: 1.2
Area Plan: Temescal Canyon
Zoning District: East Corona
Supervisory District: Second
Project Planner: Kinika Hesterly

TENTATIVE TRACT MAP NO. 31881
FIRST EXTENSION OF TIME
Planning Commission: July 23, 2008
Applicant: CVK Property, LLC

COUNTY OF RIVERSIDE PLANNING DEPARTMENT PLANNING COMMISSION CONSENT CALENDAR STAFF REPORT

The applicant of the below listed tentative map has requested an extension of time to allow for recordation of a final map. The following will be presented to the Planning Commission as a consent calendar item. Unless specifically requested by the applicant at the time of consideration this item may not be discussed and is subject to action by the Commission under a single motion.

CEQA: The following map has conformed to the requirements of the California Environmental Quality Act. It has been determined that the individual map has one or more potentially significant environmental changes and may have a significant effect upon the environment.

GENERAL PLAN: Unless otherwise noted, the following map has been determined to be consistent with the General Plan and all of its elements.

ORDINANCE NO. 659: It has been determined that in order to ensure public health, safety and welfare, the map listed below will be required to pay all fees in accordance with Ordinance No. 659.

NOTE: ORIGINAL INTENDED APPROVAL DATE: MARCH 15, 2005. REVISED ORIGINAL DATE: DECEMBER 15, 2004. The original approval letter erroneously showed an original approval date of March 15, 2005, which was the date of the Board of Supervisor's Receive and File action. The actual date of approval was on December 15, 2004, which was when the Planning Commission approved TENTATIVE TRACT MAP NO. 31881. As part of this extension of time request, a new expiration date of December 15, 2008 will be established.

BACKGROUND

The County Planning Department, as part of the review of this Extension of Time request has determined it necessary to recommend the addition of eight (8) new conditions of approval in order to be able to make a determination that the project does not adversely affect the general health, safety and welfare of the public. The County Transportation Department, as part of the review of this Extension of Time request has also determined it necessary to recommend the addition of five (5) conditions of approval in order to be able to make a determination that the project does not adversely affect the general health, safety and welfare of the public. The County Planning Department is recommending the addition of two (2) 10 Series (titled MAP – Viable Landscaping and Front Yard Landscaping) and three (3) 80 Series (titled MAP – Parking/Landscaping Plan, Landscaping Securities and LNDSCPE Inspection Depos) and three (3) 90 Series (titled MAP – LNDSCP/IRRIG Install INS, Specimen Trees Required and Comply W/LNDSCP/IRRIG). The County Transportation Department is recommending the addition of two (2) 50 Series (titled MAP – Graffiti Abatement and Utility Plan) and three (3) 90 Series (titled MAP – Graffiti Abatement, Landscaping and Utility Install)

D.M.

**TENTATIVE TRACT MAP NO. 31881
FIRST EXTENSION OF TIME
PC Staff Report: July 23, 2008
Page 2 of 2**

The Extension of Time applicant was informed of these recommended conditions of approval and has agreed to accept the conditions. Included in this staff report package is the correspondence from the Extension of Time applicant (dated 07/07/2008) indicating the acceptance of the thirteen (13) conditions.

ORIGINAL APPROVAL DATE: December 15, 2004

RECOMMENDATION:

APPROVAL, subject to all the previously approved and amended/added Conditions of Approval, (with the applicant's consent) of the FIRST EXTENSION OF TIME REQUEST to December 15, 2008 for:

FIRST EXTENSION OF TIME REQUEST FOR TENTATIVE TRACT MAP NO. 31881 - Applicant: CVK Property, LLC - Second Supervisorial District - East Corona Zoning District - Temescal Canyon Area Plan: Community Development: Highest Density Residential (CD-HHDR) (20+ Dwelling Units Per Acre) - Location: South Easterly of Harlow Avenue, Easterly of Windsong Street and Northerly of Magnolia Ave. - 4.65 Acres - Zoning: Residential Incentive (5,000 Square Foot Minimum) (R-6) - The tentative tract map is a Schedule A subdivision of 4.65 acres into a one-lot subdivision for condominium purposes. The project will include 158 housing units, 188 parking spaces, 9,986 square feet of structural amenities, and two open courtyards on 4.65 acres for senior housing purposes. - REQUEST: EXTENSION OF TIME TO DECEMBER 15, 2008 - FIRST EXTENSION.

DM:cg

06/06/2008

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TRACT MAP Tract #: TR31881

Parcel: 135-063-016

10. GENERAL CONDITIONS

PLANNING DEPARTMENT

10.PLANNING. 16 MAP - VIABLE LANDSCAPING

RECOMMND

All plant materials within landscaped common areas shall be maintained in a viable growth condition throughout the life of this permit. To ensure that this occurs, the Planning Department shall require inspections in accordance with the Department's Milestone 90 condition entitled "MAP - LNDSCP/IRRIG INSTALL INS."
EOT1

10.PLANNING. 17 MAP FRONT YARD LANDSCAPING

RECOMMND

This condition applies only to Schedule A-D tract maps. All front yards shall be provided with landscaping and automatic irrigation as defined by County Ordinance No. 348. Landscaping and Irrigation shall comply with the Riverside County Guide to California Friendly Landscaping, and Ordinance No. 859 (as adopted and any amendments thereto) provided that said ordinance has been amended to address residential tracts.
EOT1

50. PRIOR TO MAP RECORDATION

TRANS DEPARTMENT

50.TRANS. 28 MAP - GRAFFITI ABATEMENT EOT1

RECOMMND

The project proponent shall file an application for annexation to Landscaping and Lighting Maintenance District No. 89-1-Consolidated for graffiti abatement of walls and other permanent structures along County maintained road rights-of-way.

50.TRANS. 29 MAP - UTILITY PLAN EOT1

RECOMMND

Electrical power, telephone, communication, street lighting, and cable television lines shall be designed to be placed underground in accordance with ordinance 460 and 461, or as approved by the Transportation Department. The applicant is responsible for coordinating the work with the serving utility company. This also applies to existing overhead lines which are 33.6 kilovolts or below along the project frontage and between the nearest poles offsite in each direction of the project site. A disposition note describing the above shall be reflected on design

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

50. PRIOR TO MAP RECORDATION

50.TRANS. 29 MAP - UTILITY PLAN EOT1 (cont.) RECOMMND

improvement plans whenever those plans are required. A written proof for initiating the design and/or application of the relocation issued by the utility company shall be submitted to the Transportation Department for verification purposes.

80. PRIOR TO BLDG PRMT ISSUANCE

PLANNING DEPARTMENT

80.PLANNING. 23 MAP - PARKING/LANDSCAPING PLAN RECOMMND

Prior to issuance of building permits, seven (7) copies of a Shading, Parking, Landscaping, and Irrigation Plan shall be submitted to and approved by the Planning Department. The location, number, genus, species, and container size of plants shall be shown. Plans shall meet all requirements of the Riverside County Guide to California Friendly Landscaping, and Ordinance No. 348, Sections 18.12, and 19.300 through 19.304 and as specified herein, and Ordinance No. 859 (as adopted and any amendments thereto) provided that said ordinance has been amended to address residential tracts. The irrigation plan shall include a smart controller which is capable of adjusting watering schedule based on weather data. In addition, the plan will incorporate the use of in-line check valves, or sprinkler heads containing check valves to prohibit low head drainage.
EOT1

80.PLANNING. 24 MAP - LANDSCAPING SECURITIES RECOMMND

Performance securities, in amounts to be determined by the Director of Building and Safety to guarantee the installation of plantings, irrigation system, walls and/or fences, in accordance with the approved plan, shall be filed with the Department of Building and Safety. Securities may require review by County Counsel and other staff. Permit holder is encouraged to allow adequate time to ensure that securities are in place. The performance security may be released one year after structural final, inspection report, and the One-Year Post Establishment report confirms that the planting and irrigation components have been adequately installed and maintained. A cash security shall be required when the estimated cost is \$2,500.00 or less.

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 24 MAP - LANDSCAPING SECURITIES (cont.) RECOMMND
EOT1

80.PLANNING. 25 MAP - LNDSCEP INSPECTION DEPOS RECOMMND

Prior to issuance of building permits, the permit holder shall open a Landscape DBF case and deposit the prevailing DBF amount to cover the Six Month and One Year Landscape Inspections. In the event that no Landscape DBF case type is available through the County, then the applicant shall open and deposit sufficient funds into an HR case type at the current prevailing, Board adopted, hourly rate. The amount of hours for the Six Month and One Year Landscape Inspections will be determined by the County Planning Department's Landscape personnel prior to approval of the requisite Minor Plot Plan for Planting and Irrigation.
EOT1

90. PRIOR TO BLDG FINAL INSPECTION

PLANNING DEPARTMENT

90.PLANNING. 13 MAP - LNDSCEP/IRRIG INSTALL INS RECOMMND

The permit holder's landscape architect responsible for preparing the Landscaping and Irrigation Plans shall arrange for an Installation Inspection with the Planning Department at least fifteen (15) working days prior to final Inspection of the structure or issuance of occupancy permit, whichever occurs first. Upon successful completion of the Installation Inspection and compliance with the Planning Department's Milestone 80 conditions entitled "MAP-LANDSCAPING SECURITIES and MAP- LNDSCEP INSPECTION DEPOS," both the County Planning Department's Landscape Inspector and the permit holder's landscape architect shall execute a Certificate of Completion that shall be submitted to the Planning Department and the Department of Building and Safety. Costs associated with the Installation Inspection will be charged to the respective building permit.
EOT1

90.PLANNING. 14 MAP - SPECIMEN TREES REQUIRED RECOMMND

Landscaping plans shall incorporate the use of specimen (24" box or greater) canopy trees long streets and within the parking areas. All trees and shrubs shall be drawn to

07/14/08
08:59

Riverside County LMS
CONDITIONS OF APPROVAL

Page: 4

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

90. PRIOR TO BLDG FINAL INSPECTION

90.PLANNING. 14 MAP - SPECIMEN TREES REQUIRED (cont.) RECOMMND

reflect the average specimen size at 15 years of age. All trees shall be double-staked and secured with non-wire ties.
EOT1

90.PLANNING. 15 MAP - COMPLY W/ LNDSCP/IRRIG RECOMMND

All required landscape planting and irrigation shall have been installed in accordance with approved Landscaping, Irrigation, and Shading Plans, and the Riverside County Guide to California Landscaping, and Ordinance No. 859 (as adopted and any amendments thereto) provided that said ordinance has been amended to address residential tracts. All landscape and irrigation components shall be in a condition acceptable to the Planning Department through the implementation of the Department's Milestone 90 condition entitled "MAP - LNDSCP/IRRIG INSTALL INS." The plants shall be healthy and free of weeds, disease or pests. The irrigation system shall be properly constructed and determined to be in good working order.
EOT1

TRANS DEPARTMENT

90.TRANS. 5 MAP - GRAFFITI ABATEMENT EOT1 RECOMMND

Prior to issuance of an occupancy permit the project proponent shall complete annexation to Landscaping and Lighting Maintenance District NO. 89-1-Consolidated for graffiti abatement of walls and other permanent structures along County maintained road rights-of-way.

90.TRANS. 6 MAP - LANDSCAPING EOT1 RECOMMND

Prior to issuance of an occupancy permit, the project proponent shall complete annexation to Landscaping and Lighting Maintenance District NO. 89-1-Consolidated, County Service Area and/or Assessment District as approved by the Transportation Department for continuous landscape maintenance within for continuous landscape maintenance within public road rights-of-way, in accordance with Ordinance 461.

07/14/08
08:59

Riverside County LMS
CONDITIONS OF APPROVAL

Page: 5

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

90. PRIOR TO BLDG FINAL INSPECTION

90.TRANS. 7

MAP - UTILITY INSTALL EOT1

RECOMMND

Electrical power, telephone, communication, street lighting, and cable television lines shall be placed underground in accordance with ordinance 460 and 461, or as approved by the Transportation Department. This also applies to existing overhead lines which are 33.6 kilovolts or below along the project frontage and between the nearest poles offsite in each direction of the project site.

A certificate should be obtained from the pertinent utility company and submitted to the Department of Transportation as proof of completion.

CVK PROPERTY, LLC
1519 E. CHAPMAN AVE., #339
FULLERTON, CALIFORNIA 92831
VOICE: (714) 832-5952 EMAIL: brockettL@aol.com.

July 7, 2008

County of Riverside
Planning Department
4080 Lemon Street, 2nd Floor
Riverside, CA 92502
Attn: Chantell Griffin

Re: Application For Extension Of Time
Tract No. 31881


Dear Chantell:

On behalf of CVK Property, LLC, I accept all of the Conditions of Approval dated 07/01/08, a copy of which Conditions I have attached to this Letter of Acceptance. Set forth below is an individual approval of each separate condition:

10. PLANNING 16 Map - Viable Landscaping	Approved
10. PLANNING 17 Map - Front Yard Landscaping	Approved
50. TRANSPORTATION 28 Map - Graffiti Abatement EOT1	Approved
50. TRANSPORTATION 29 Map - Utility Plan EOT1	Approved
80. PLANNING 23 Map - Parking/Landscaping Plan	Approved
80. PLANNING 24 Map - Landscaping Securities	Approved
80. PLANNING 25 Map - Landscape Inspection Depos	Approved
90. PLANNING 13 Map - Lndscp/Irrig Install Ins	Approved
90. PLANNING 14 Map - Specimen Trees Required	Approved
90. PLANNING 15 Map - Comply W/Lndscp/Irrig	Approved
90. PLANNING 5 Map - Graffiti Abatement EOT1	Approved
90. PLANNING 6 Map - Landscaping EOT1	Approved
90. PLANNING 7 Map - Utility Install EOT1	Approved

If there is any problem placing this request for extension on the calendar for the next Planning Commission meeting, please call me at the number above. Your cooperation is appreciated.

Sincerely,
CVK, LLC

By 
Lee H. Brockett, Manager

DOC # 2005-0919195

11/04/2005 08:00A Fee:38.00

Page 1 of 4 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:
MGC HOMES, INC.
1400 N. HARBOR BLVD., #107
FULLERTON, CA 92835

MAIL TAX STATEMENTS TO:

SAME AS ABOVE
51006557 x14

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TRA#059

GRANT DEED

A.P.N. #135-063-016-5;019-8

THE UNDERSIGNED GRANTORS DECLARE(S):

DOCUMENTARY TRANSFER TAX NOT SHOWN PURSUANT TO SECTION 11932 OF THE REVENUE AND TAXATION CODE, AS AMENDED

FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

INTEGRAL – SAN MARINO LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

HEREBY GRANT(S) TO:

CVK PROPERTY, LLC A CALIFORNIA LIMITED LIABILITY COMPANY

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

39
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STATEMENT OF TAX DUE AND REQUEST THAT TAX DECLARATION NOT BE MADE A PART OF THE PERMANENT RECORD IN THE OFFICE OF THE COUNTY RECORDER PURSUANT TO SECTION 11932 R & T CODE.

TO: REGISTRAR RECORDER COUNTY OF RIVERSIDE

REQUEST IS HEREBY MADE IN ACCORDANCE WITH THE PROVISIONS OF THE DOCUMENTARY TRANSFER TAX ACT THAT THE AMOUNT OF TAX DUE NOT BE SHOWN ON THE ORIGINAL DOCUMENT WHICH NAMES:

INTEGRAL – SAN MARINO LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
(ONE GRANTOR OR LESSOR)

CVK PROPERTY, LLC A CALIFORNIA LIMITED LIABILITY COMPANY
(ONE GRANTEE OR LESSEE)

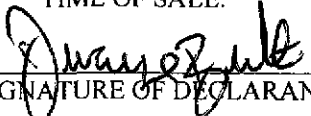
PROPERTY DESCRIBED IN ACCOMPANYING DOCUMENT IS LOCATED IN THE

CITY OF:
UNINCORPORATED AREA: RIVERSIDE

THE AMOUNT OF TAX DUE ON THE ACCOMPANYING DOCUMENT IS:
COUNTY TAX: \$10,010.00
CITY TAX: \$-0-

(X) COMPUTED ON FULL VALUE OF PROPERTY CONVEYED

() OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT
TIME OF SALE.



SIGNATURE OF DECLARANT OR AGENT

COMMERCE ESCROW COMPANY
FIRM NAME

AFTER THE PERMANENT RECORD IS MADE, THIS FORM WILL BE AFFIXED TO THE CONVEYING DOCUMENT AND RETURNED WITH IT.

DOC # 2005-0919195
11/04/2005

Larry W Ward
County of Riverside
Assessor, County Clerk & Recorder

GRANT DEED (CONTINUED)

IN WITNESS WHEREOF, THE GRANTOR HAS CAUSED THIS GRANT DEED TO BE EXECUTED AS OF THE 26th DAY OF October, 2005

SIGNATURE OF GRANTOR

INTEGRAL - SAN MARINO LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: [Signature]
ITS: MANAGING MEMBER
NAME: PEI-SHIUAN N. SU

NOTARY ACKNOWLEDGMENT:

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) SS.

ON 10.26.05, BEFORE ME Linda J Argumosa THE
UNDERSIGNED A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED

Peishuan Nancy Su

PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME 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 OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.
[Signature]



LEGAL DESCRIPTION

PARCEL 1: (A PORTION OF APN: 135-63-019)

THE NORTHEASTERLY 300 OF LOT 3 IN BLOCK 57 OF THE LANDS OF THE RIVERSIDE LAND AND IRRIGATING COMPANY, AS SHOWN BY MAP ON FILE IN BOOK 1 PAGE 70 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT, WHICH BEARS SOUTH 55° 40' 30" WEST 140 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT; THENCE NORTH 34° 18' 45" WEST, PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT, 40 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED;
THENCE NORTH 34° 18' 45" WEST 100 FEET;
THENCE NORTH 55° 40' 30" EAST 100 FEET;
THENCE SOUTH 34° 18' 45" EAST 100 FEET;
THENCE SOUTH 55° 40' 30" WEST 100 FEET, TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS;

COMMENCING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 3, WHICH BEARS SOUTH 55° 40' 30" WEST, A DISTANCE OF 140.00 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 3; THENCE NORTH 34° 18' 45" WEST PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 3; A DISTANCE OF 140.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 55° 40' 30" EAST A DISTANCE OF 120.00 FEET;
THENCE NORTH 34° 18' 45" WEST A DISTANCE OF 161.16 FEET;
THENCE SOUTH 55° 40' 30" WEST A DISTANCE OF 120.00 FEET;
THENCE SOUTH 34° 18' 45" EAST A DISTANCE OF 161.61 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THE SOUTHEASTERLY 30 FEET AS CONVEYED TO THE COUNTY OF RIVERSIDE BY GRANT DEED RECORDED MAY 18, 1977 AS INSTRUMENT NO. 89252 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2: (THE REMAINDER OF APN: 135-063-19)

THE SOUTHWESTERLY 15 FEET OF THE NORTHEASTERLY 315 FEET OF LOT 3 IN BLOCK 57 OF THE LANDS OF THE RIVERSIDE LAND AND IRRIGATING COMPANY, AS SHOWN BY MAP ON FILE IN BOOK 1 PAGE 70 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THE SOUTHEASTERLY 30 FEET AS CONVEYED TO THE COUNTY OF RIVERSIDE BY GRANT DEED RECORDED MAY 18, 1977 AS INSTRUMENT NO. 89252 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3: (A PORTION OF APN: 135-063-016)

THAT PORTION OF LOT 3, BLOCK 57, AS SHOWN ON MAP OF THE RIVERSIDE LAND AND IRRIGATING COMPANY LANDS ON FILE IN MAP BOOK 1 AT PAGE 70 THEREOF, RECORDS OF THE RECORDER'S OFFICE OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 3, WHICH BEARS SOUTH 55° 40' 30" WEST A DISTANCE OF 140.00 FEET FROM THE MOST EASTERLY CORNER OF SAID

Order No. 51006557

LOT 3; THENCE NORTH 34° 18' 45" WEST PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 3 A DISTANCE OF 140.00 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREBY GRANTED; THENCE NORTH 55° 40' 30" EAST A DISTANCE OF 120.00 FEET; THENCE NORTH 34° 18' 45" WEST, A DISTANCE OF 161.61 FEET; THENCE SOUTH 55° 40' 30" WEST A DISTANCE OF 120.00 FEET; THENCE SOUTH 34° 18' 45" EAST A DISTANCE OF 161.61 FEET TO THE POINT OF BEGINNING.

PARCEL 4: (THE REMAINDER OF APN 135-063-016)

THAT PORTION OF LOT 3, BLOCK 57, AS SHOWN ON A MAP OF THE RIVERSIDE LAND AND IRRIGATING COMPANY LANDS, ON FILE IN MAP BOOK 1 AT PAGE 70 THEREOF, RECORDS OF THE RECORDER'S OFFICE OF SEE BELOW COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 3, WHICH BEARS 55° 40' 30" WEST A DISTANCE OF 140.00 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 3.

THENCE NORTH 34° 18' 45" WEST, AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 3, A DISTANCE OF THE 40.00 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED:

THENCE NORTH 34° 18' 45" WEST A DISTANCE OF 100.00 FEET;
THENCE NORTH 55° 40' 30" EAST A DISTANCE OF 100.00 FEET;
THENCE SOUTH 34° 18' 45" EAST A DISTANCE OF 100.00 FEET;
THENCE SOUTH 55° 40' 30" WEST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

AN EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PARCEL OF LAND.

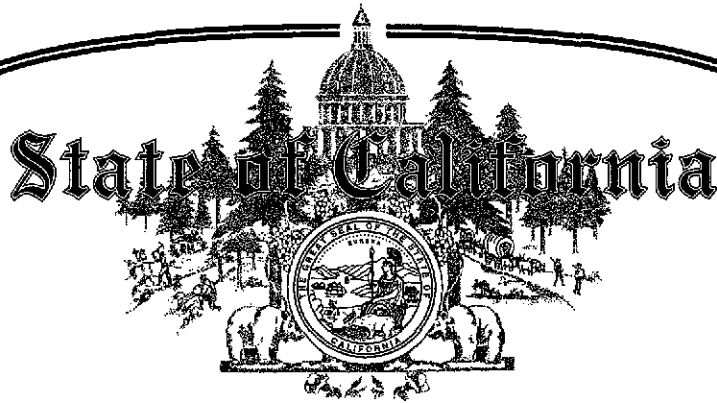
BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 3:

THENCE SOUTH 34° 18' 45" EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 3, A DISTANCE OF 661.6 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 3, A DISTANCE OF 661.6 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 3;

THENCE SOUTH 55° 40' 30" WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 3 A DISTANCE OF 140.00 FEET.

THENCE NORTH 34° 18' 45" WEST A DISTANCE OF 40.00 FEET;
THENCE NORTH 55° 40' 30" EAST A DISTANCE OF 100.00 FEET;
THENCE NORTH 34° 18' 45" WEST A DISTANCE OF 100.00 FEET;
THENCE NORTH 55° 40' 30" EAST A DISTANCE OF 20.00 FEET;
THENCE NORTH 34° 18' 45" WEST A DISTANCE OF OF 521.6 FEET, TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 3;

THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.



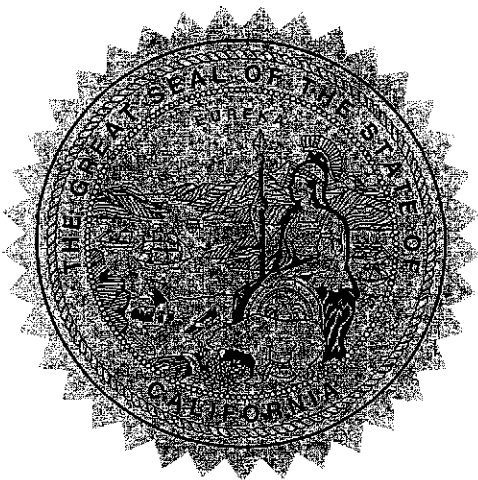
SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

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

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

NOV 17 2004



Kevin Shelley
Secretary of State



State of California
Kevin Shelley
Secretary of State

File #

200432010244

LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION

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

NOV 12 2004

KEVIN SHELLEY
Secretary of State

NOTE: A limited liability company is not permitted to render professional services.

A \$70.00 filing fee must accompany this form.

IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

1. NAME OF THE LIMITED LIABILITY COMPANY (END THE NAME WITH THE WORDS "LIMITED LIABILITY COMPANY," "LTD. LIABILITY CO.," OR THE ABBREVIATIONS "LLC" OR "L.L.C.")
 CVK Property, LLC

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

INITIAL AGENT FOR SERVICE OF PROCESS - If the agent is an individual, the agent must reside in California and both items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank).

3. NAME OF THE INITIAL AGENT FOR SERVICE OF PROCESS Lee H. Brockett

4. IF AN INDIVIDUAL, THE ADDRESS OF THE INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA

ADDRESS 1235 N. Harbor Blvd., #200

CITY Fullerton

STATE CA

ZIP CODE 92832

5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY: (CHECK ONLY ONE)

ONE MANAGER

MORE THAN ONE MANAGER

ALL LIMITED LIABILITY COMPANY MEMBER(S)

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

7. TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY (FOR INFORMATIONAL PURPOSES ONLY)

Rental Real Estate

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

Lee H. Brockett
 SIGNATURE OF ORGANIZER

November 10, 2004

DATE

Lee H. Brockett

TYPE OR PRINT NAME OF ORGANIZER

9. RETURN TO:

NAME [Lee H. Brockett]

FIRM Lee H. Brockett, Inc.

ADDRESS 1235 N. Harbor Blvd., #200

CITY/STATE Fullerton, CA

ZIP CODE [92832]



OPERATING AGREEMENT

OF

CVK PROPERTY, LLC

A California Limited Liability Company

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS	1
ARTICLE 2	THE COMPANY	8
ARTICLE 3	CAPITAL CONTRIBUTIONS	8
ARTICLE 4	ALLOCATIONS, PROFITS AND LOSSES	10
ARTICLE 5	DISTRIBUTIONS	13
ARTICLE 6	COMPANY MANAGEMENT	15
ARTICLE 7	BOOKS AND RECORDS; ACCOUNTING	21
ARTICLE 8	AMENDMENTS	22
ARTICLE 9	TRANSFER OF UNIT	22
ARTICLE 10	ADMISSION OF NEW MEMBERS	24
ARTICLE 11	DEATH, INCOMPETENCY, BANKRUPTCY OR DISSOLUTION OF A MEMBER	26
ARTICLE 12	DISSOLUTION AND WINDING UP	28
ARTICLE 13	MISCELLANEOUS PROVISIONS	29

**OPERATING AGREEMENT
OF
CVK PROPERTY, LLC
a California Limited Liability Company**

This Operating Agreement of GGG Property, LLC (the "Company"), is made and entered into effective as of the 1st day of December, 2004 (the "Effective Date"), by and between the Company and Lee H. Brockett and Young W. Kim, as the Members of the Company, who hereby agree that the management and affairs of the Company shall be conducted as follows:

ARTICLE 1 DEFINITIONS

Capitalized words and phrases used in this Agreement, not defined elsewhere in this Agreement, have the following meanings:

"**Act**" means the Beverly-Killea Limited Liability Company Act as set forth in Title 2.5 of the California Corporations Code, as amended from time to time (or any corresponding provisions of succeeding law).

Section 1.2 "**Adjusted Capital Account Deficit**" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

A. Credit to such Capital Account of any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations;

B. Debit to such Capital Account of the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Regulations;

C. The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

Section 1.3 "**Adjusted Capital Contributions**" means, as of any day a Member's Capital Contributions adjusted as follows:

A. Increased by the amount of any Company liabilities which, in connection with distributions to a Member under this Agreement, are assumed by such Member or are secured by any Company property distributed to such Member;

B. Increased by any amounts actually paid by such Member to any Company lender pursuant to the terms of any Assumption Agreement; and

C. Reduced by the amount of cash and the Gross Asset Value of any Company Property distributed to such Member pursuant to Sections 5.1, 5.2, 5.5, and 12.2C hereof and the amount

of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

D. In the event any Member transfers all or any portion of his Units in accordance with the terms of this Agreement his transferee shall succeed to the Adjusted Capital Contribution of the transferor to the extent it relates to the transferred Units.

Section 1.4 **“Affiliate”** means any member of the immediate family of a Member or any Person, which controls or is controlled by any Member, or is controlled by the same Persons, which shall then control a Member in a relationship of joint venture, company or other form of business association or any entity created or operated for the benefit of any said Person. In this definition, the term “control” shall include the ownership of ten percent (10%) or more of the beneficial interests in the firm or entity referred to. The term “immediate family” means the spouse, ancestors, lineal descendants, brothers and sisters of the person in question.

Section 1.5 **“Agreement” or “Operating Agreement”** means this Operating Agreement of the Company, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder” refer to this Agreement as a whole, unless the context otherwise requires.

Section 1.6 **“Assumption Agreement”** means any agreement among the Company, any of the Members and any Person to whom the Company is indebted pursuant to a loan agreement, any seller financing with respect to any installment sale, a reimbursement agreement, or any other arrangement (collectively referred to as a “loan” for purposes of this Agreement) pursuant to which any Member expressly assumes any personal liability with respect to such loan. The amount of any such loan shall be treated as assumed by the Members for all purposes under this Agreement in the proportions set forth in such Assumption Agreement and their respective amounts so assumed shall be credited to their respective Capital Accounts pursuant to Section 1.7A hereof. To the extent such loan is repaid by the Company, the Members’ Capital Accounts shall be debited with their respective shares of the repayments pursuant to Section 1.7B hereof. To the extent such loan is repaid by some or all of the Members from their own funds, there shall be no adjustments to their Capital Accounts.

Section 1.7 **“Capital Account”** means, with respect to any Member, the Capital Account maintained for such Member in accordance with the following provisions:

A. To each Member’s Capital Account there shall be credited such Member’s Capital Contributions, such Member’s distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 4.3 or Section 4.4 hereof, and the

amount of any Company liabilities assumed by such Person or which are secured by any property distributed to such Person.

B. To each Member's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any property distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses, and any items in the nature of expenses or losses which are specially allocated pursuant to Section 4.3 or Section 4.4 hereof, and the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

C. In the event all or a portion of a Member's Units in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Units.

D. In determining the amount of any liability for purposes of this Section 1.7A and Section 1.3 hereof, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

E. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Members shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Company or Members) are computed in order to comply with such Regulations, the Members may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Member upon the dissolution of the Company. The Members also shall make any appropriate modifications in the event unanticipated events (for example, the acquisition by the Company of oil or gas properties) might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b)

Section 1.8 "**Capital Contributions**" means, with respect to any Member, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Company with respect to the Units in the Company held by such Member.

Section 1.9 "**Code**" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

Section 1.10 "**Company**" means CVK Property, LLC, a California limited liability company.

Section 1.11 “**Company Minimum Gain**” has the same meaning as the term “minimum gain” as set forth in Sections 1.704-2(d) and 1.704-2(b) of the Regulations as such term applies to partnerships.

Section 1.12 “**Depreciation**” means, for each fiscal year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Members.

Section 1.13 “**Gross Asset Value**” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

A. The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Company;

B. The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Members, as of the following times: (i) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of property as consideration for a Unit in the Company if the Member so elects; (iii) the occurrence of a Buy/Sell Event under Article 11; and (iv) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g);

C. The Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution; and

D. The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation Section 1.704-1(b)(2)(iv)(m) and Section 4.3F hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section 1.13D to the extent the Member determines that an adjustment pursuant to Section 1.13B is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 1.13D.

E. If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section 1.13A, 1.13B, or 1.13D hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

Section 1.14 “**Initial Member**” means each of those Members executing the Company’s original Operating Agreement or who are designated as the Members therein.

Section 1.15 “**Majority Vote**” means the vote of the Members holding more than seventy-five percent (75.0%) of the total voting power of the Company. The voting power of the Company is vested in its Members as one vote per Unit held of record. Except as otherwise specifically provided in this Agreement, all actions and decisions of the Members shall be by Majority Vote, whether in person, by proxy, or by written consent of the Members.

Section 1.16 “**Manager, Managers**” means the Person or Persons named in the Articles of Organization of the Company and/or elected by the Members pursuant to this Agreement to manage the Company pursuant hereto.

Section 1.17 “**Member, Members**” means any Person who, (i) is referred to as such in the first paragraph of this Agreement or who has become a Member pursuant to the terms of this Agreement, and (ii) has not ceased to be a Member pursuant to the terms of this Agreement. “Members” means all such Persons.

Section 1.18 “**Member Nonrecourse Deductions**” has the same meaning as “partner nonrecourse deductions” set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

Section 1.19 “**Net Cash From Operations**” means the gross cash proceeds from Company operations including sales and dispositions of property of the Company in the normal course of the Company’s business, less the portion thereof used to pay or establish reserves for all Company expenses, debt payments, capital improvements, replacements and contingencies, all as determined by the Managers. “Net Cash From Operations” shall not be reduced by depreciation, amortization, cost recovery deductions or similar allowances, but shall be increased by any reductions of cash reserves previously established pursuant to the first sentence of this Section 1.19 and Section 5.1.

Section 1.20 “**Net Cash From Sales or Refinancings**” means the net cash proceeds from all sales and other dispositions and all refinancings of the Company’s property or other sales or dispositions not in the Company’s ordinary course of business, less any portion thereof used to establish reserves, all as determined by the Managers. “Net Cash From Sales or Refinancings” shall include all principal and interest payments with respect to any note or other obligation received by the Company in connection with sales and other dispositions of Company property, not in the ordinary course of the business of the Company.

Section 1.21 “Nonrecourse Deductions” has the meaning set forth in Section 1.704-2(d), 1.704-2(b)(1) and Section 1.704-2(c) of the Regulations.

Section 1.22 “Optional Loan or Loans” shall have the meaning given that term in Section 3.7 hereof.

Section 1.23 “Person” means any individual, company, corporation, trust or other entity.

Section 1.24 “Prime Rate” means the base rate on corporate loans posted by a majority of the nation’s 30 largest banks as reported in the Wall Street Journal “Money Rates” column.

Section 1.25 “Profits” and “Losses” means, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss, (with the following adjustments included in taxable income or loss), with the following adjustments:

A. Income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section 1.26 shall be added to such taxable income or loss;

B. Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this Section 1.25 shall be subtracted from such taxable income or loss;

C. In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section 1.13A or Section 1.13C hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

D. Gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

E. In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period, computed in accordance with Section 1.12 hereof; and

F. Notwithstanding any other provision of this Section 1.25, any items which are specially allocated pursuant to Section 4.3 or Section 4.4 hereof shall not be taken into account in computing Profits or Losses.

Section 1.26 “Regulations” means the Income Tax Regulations promulgated by the Treasury Department under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

Section 1.27 “Securities Act” means the Securities Act of 1933, as amended.

Section 1.28 “Tax Matters Member” or “TMM” means the Member designated in Section 7.7, or any successor thereto.

Section 1.29 “Transfer” means, as a noun, any voluntary or involuntary transfer, sale, pledge, hypothecation, or other disposition and, as a verb, to voluntarily or involuntarily to transfer, sell, pledge, hypothecate, or otherwise dispose of.

Section 1.30 “Unit” means a Member’s ownership interest in the Company, including any and all benefits to which the holder of a Unit may be entitled as provided in this Agreement, together with all obligations of such Person to comply with the terms and provisions of this Agreement. The Company shall issue only those Units set forth on **Exhibit “A”** attached hereto unless otherwise decided by all of the Members.

Section 1.31 “Unit Holder” means any Person who holds a Unit, regardless of whether such Person has been admitted to the Company as a Member. “Unit Holders” means all such Persons.

Section 1.32 “Unreturned Capital” means, with respect to any Member, the amount of cash contributed by the Member to the investment less distributions of cash to the Member pursuant to Sections 5.1, 5.2 and 12.2D.

ARTICLE 2 THE COMPANY

Section 2.1 **Formation.** The Members have organized the Company as a limited liability company pursuant to the provisions of the Act by filing Articles of Organization with the office of the Secretary of State of California on the 12th day of November 2004, File Number 200432010244.

Section 2.1 **Nature and Conduct of Business.** The purposes of the Company are to engage in any activity or activities permitted by the Act. Except as otherwise expressly provided in this Agreement, no Member acting alone shall have the right or authority to act for, or assume any obligations on behalf of, the other Members.

Section 2.2 **Office for Maintenance of Records.** The address of the office in the State of California where the Company shall maintain its records as required by Section 17057 of the Act, is 1235 North Harbor Boulevard; Suite 200; Fullerton, California 92832. The Members by a Majority Vote may change the address of this office. The Company shall keep at this address the following:

A. A current list in alphabetical order of the full name and last known business address of each Member and a current list in alphabetical order of the full name and last known business address of each Manager;

B. A copy of the filed articles of organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any document has been executed;

C. Copies of any then effective written operating agreement and of any financial statements of the Company for the three most recent years.

Records kept pursuant to this Section 2.3 are subject to inspection and copying at the reasonable request, and at the expense, of any Member during ordinary business hours.

Section 2.4 Term. The term of the Company commenced on November 12, 2004, and shall continue until the sooner of winding up and liquidation of the Company and its business is completed following a Liquidating Event, as provided in the Act or in Article 12 hereof, or fifty years.

Section 2.5 Filings; Registered Office and Agent for Service of Process.

A. Articles of Organization (the "Articles") have been filed in the office of the Secretary of State of California in accordance with the provisions of the Act. The Managers and the Members shall take any and all other actions reasonably necessary to perfect and maintain the status of the Company as a limited liability company under the laws of the State of California. The Members shall cause amendments to the Articles to be filed whenever required by the Act.

B. The Company's agent for service of process in the State of California is Julia S. Gold, Esq., whose address is the registered office of the Company in the State of California and whose mailing and street address is 1235 N. Harbor Boulevard; Suite 200; Fullerton, California 92832.

Section 2.6 Reports to Members. The Managers shall provide reports to the Members not less frequently than annually regarding the financial affairs of the Company and at such other times and in such manner as the Managers deem reasonable.

ARTICLE 3 CAPITAL CONTRIBUTIONS

Section 3.1 Capital Contributions of Members The Members shall make the Capital Contributions set forth in Exhibit "A" attached hereto and incorporated herein by this reference, which Exhibit shall also set forth the value of such Capital Contribution as agreed upon by the Members and the percentage of Units to be received in exchange therefore.

Section 3.2 Default on Capital Contributions or Failure to Execute and Deliver Guarantees. The Members acknowledge and agree that any failure to make any Capital Contributions or to execute and deliver any personal guarantees for Company loans, as the Members have unanimously

agreed in writing so to do by Majority Vote, shall constitute a material breach of this Agreement and the Company and other Member(s) may pursue their remedies at law for such breach of this Agreement, including without limitation, the commencement of an action to collect from the defaulting Member by legal process the entire amount of its unmade Capital Contributions (including those amounts not currently in default), plus interest thereon at the prejudgment rate of interest in effect from time to time, plus any damages sustained by the Company or the other Member(s) as a result of such breach, together with reasonable attorneys' fees and court costs. The Members also acknowledge and agree that the failure by any of them to execute and deliver such personal guarantees may result in lost profits that are too speculative to be awarded, and as a consequence, the remedy of specific performance shall be available to the Company and the other Members, in addition to damages, for any such failure. Notwithstanding anything in this Section 3.2 or elsewhere in this Agreement to the contrary, no Member will be required to guarantee any loan or other obligation of the Company unless such Member expressly agrees to provide such a guarantee.

Section 3.3 Return of Capital Contributions. Except as otherwise provided in this Agreement, no Member shall withdraw any Capital Contributions without the consent of all the Members. Under circumstances requiring a return of any Capital Contributions, no Member shall have the right to receive property other than cash except as may be specifically provided in the Act or herein.

Section 3.4 No Salary or Drawing on Capital Accounts. Except as otherwise provided elsewhere in this Agreement, no Member shall receive any salary or drawing with respect to its Capital Contributions or its Capital Account or for services rendered on behalf of the Company or otherwise in its capacity as a Member. The foregoing notwithstanding, the Company may enter into such employment relationships and contracts with any Member as the Members, by Majority Vote, shall from time to time approve.

Section 3.5 Liability of Members and Managers. Except as otherwise provided in this Agreement, by the Act, or by an Assumption Agreement, no Member or Manager shall be liable under a judgment, decree, or order of a Court for a debt or obligation of the Company. Except as otherwise provided in this Agreement, any other agreements among the Members, or applicable state law, a Member shall be liable only to make its Capital Contributions and shall not be required to lend any funds to the Company or, after his Capital Contribution has been paid, to make any additional contributions to the Company.

Section 3.6 Optional Loans. If for any reason the Company shall have a negative cash flow, then any Member may, but shall not be obligated to, make a loan or advance to the Company in the amount of such deficit or negative cash flow ("Optional Loan or Loans"). The amount of any Optional

Loan or Loans shall not be deemed to be a Capital Contribution by the Member making such Optional Loan or Loans and shall not result in an increase in the Capital Account or the Units of the Member making any Optional Loan or Loans.

The amount of any Optional Loan or Loans together with interest thereon at the per annum rate of the Prime Rate, in effect from time to time, shall be deemed an obligation of the Company to the Member making such Optional Loan or Loans and all such Optional Loans shall be paid from the first cash available to the Company and prior to any cash distribution to the Members under Articles 5 and 12 hereof.

Section 3.7 Reimbursement of Company Expenses. Except as otherwise provided herein, the Company shall be responsible for paying all direct costs and expenses of holding, owning, and developing any property of the Company, including without limitation, financing fees, compensation of supervisory personnel, construction costs, debt service, insurance premiums, taxes, costs for bookkeeping and accounting directly related thereto, and the conduct of the Company's business operations, including without limitation, legal expenses paid to third parties, office supplies, and all other fees, costs and expenses directly attributable to the operation of the business of the Company. In the event any such costs and expenses are or have been paid by any Manager or Member on behalf of the Company, then, except as expressly provided herein to the contrary, the Manager or Member shall be entitled to be reimbursed at cost for such payment or expense as long as such payment is reasonably necessary for Company business and is reasonable in amount. Any payment of Company expenses by any Person other than the Company (by and through the Managers) must be approved by the Managers.

ARTICLE 4 ALLOCATIONS, PROFITS AND LOSSES

Section 4.1 Profits. After giving effect to the special allocations set forth in Sections 4.3 and 4.4 hereof, Profits for any fiscal year shall be allocated to the Members as follows:

A. First, to Members who have been specially allocated losses pursuant to Section 4.2.B., to the extent the cumulative Losses allocated to those Members pursuant to Section 4.2.B, exceeds the cumulative offsetting special allocations of Profits to those Members pursuant to this Section 4.1.A. Each Member shall be allocated that proportion of the Profits which the Member's cumulative special allocations of Losses pursuant to Section 4.2.B. less special allocations of Profits pursuant to this Section 4.1.A. bears to all Members' cumulative special allocations of Losses pursuant to Section 4.2.B. less special allocations of Profits to all Members pursuant to this Section 4.1.A.

B. Thereafter, to Members in proportion to their respective Units.

Section 4.2 Losses. After giving effect to the special allocations set forth in Sections 4.3 and 4.4 hereof, Losses for any fiscal year shall be allocated to the Members in the proportion that the number of Units owned and held of record by the particular Member bears to the total number of Units

issued and outstanding to all of the Members at the time of the allocation. Notwithstanding any other provision of this Agreement to the contrary, however, if any allocation of Losses pursuant to this Agreement would have the effect of allocating to any Member an amount which is in excess of the amount allowable under Section 704(d) of the Code, Losses in excess of the amount allowable under Section 704(d) of the Code will instead be allocated proportionately to the remaining Members as to whom an allocation of such Losses will not exceed the amount allowable under Section 704(d).

Section 4.3 **Special Allocations.** The special allocations set forth below shall be made in the following order:

A. **Minimum Gain Chargeback.** Notwithstanding any other provision of this Article 4, if there is a net decrease in Company Minimum Gain during any Company fiscal year, each Unit Holder who would otherwise have an Adjusted Capital Account Deficit at the end of such year shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount and manner sufficient to eliminate such Adjusted Capital Account Deficit as quickly as possible. The items to be so allocated shall be determined in accordance with Section 1.704-2(f) of the Regulations. This Section 4.3A is intended to comply with the minimum gain chargeback requirement in such Section of the Regulations and shall be interpreted consistently therewith.

B. **Qualified Income Offset.** In the event any Member unexpectedly receives any adjustment, allocations, or distributions described in Section 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6) of the Regulations, items of Company income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided, however, that an allocation pursuant to this Section 4.3B shall be made only if and to the extent that such Unit Holder would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article 4 have been tentatively made as if this Section 4.3B were not in the Agreement.

C. **Gross Income Allocation.** In the event any Member has a deficit Capital Account at the end of any Company fiscal year which is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to any provision of this Agreement, (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentence of Regulations Section 1.704-2(g)(1) and Regulations Section 1.704-2(i)(5), and (iii) the amount such Member would be deemed obligated to restore if Member Loan Nonrecourse Deductions were treated as Nonrecourse Deductions, each such Member shall be specifically allocated items of Company income and gain in the amount of such excess as quickly as possible, provided, however, that an allocation pursuant to this Section shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after

all other allocations provided for in this Article 4 have been made as if Section 4.3B hereof and this Section 4.3C were not in the Agreement. provided for in this Article 4 have been tentatively made as if this Section 4.3B were not in the Agreement.

D. Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Members in the proportion that the number of Units owned and held of record by the particular Member bears to the total number of Units issued and outstanding to all of the Members at the time of the allocation.

E. Member Nonrecourse Deductions Any Company Nonrecourse Deductions for any fiscal year or other period shall be allocated to the Member or Unit Holder who bears the risk of loss with respect to the loan to which such Member Loan Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i).

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

Section 4.4 Curative Allocations. The allocations set forth in Section 4.3 hereof (other than Section 4.3F hereof) (the "Regulatory Allocations") are intended to comply with certain requirements of Regulations Section 1.704-1(b). Notwithstanding any other provision of this Article 4 (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating other Profits, Losses, and items of income, gains, loss, and deduction among the Members and shall be equal to the net amount that would have been allocated to each such Member if the Regulatory Allocations had not occurred. Notwithstanding the preceding sentence, Regulatory Allocations relating to (a) Nonrecourse Deductions shall not be taken into account except to the extent that there has been a reduction in Company Minimum Gain, and (b) Member Nonrecourse Deductions shall not be taken into account except to the extent that there would have been a reduction in the Company Minimum Gain if the loan to which such deductions are attributable were not made or guaranteed by a Member within the meaning of Regulations Section 1.704-2(i).

Section 4.5 Other Allocation Rules.

A. For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly,

or other basis, as determined by the Members, using any permissible method under Code Section 706 and the Regulations thereunder.

B. Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Member and Members in the same proportions as they share Profits or Losses, as the case may be, for the year.

C. The Members are aware of the income tax consequences of the allocations made by this Article 4 and hereby agree to be bound by the provisions of this Article 4 in reporting their shares of Company income and loss for income tax purposes.

Section 4.6 Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members and Unit Holders so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with Section 1.14A hereof).

In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section 1.14B hereof, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Members in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 4.6 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Person's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

ARTICLE 5 DISTRIBUTIONS

Section 5.1 Net Cash From Operations. Net Cash from Operations for each fiscal year, if any, shall be distributed, at such times as the Members shall determine by Majority Vote, but in no event less frequently than quarterly. Net Cash from Operations shall be distributed to the Members as follows:

A. First, one hundred percent (100%) to YOUNG W. KIM until the Unreturned Capital of YOUNG W. KIM is zero (0). Minimum Mandatory Distributions shall not be considered distributions for purposes of this subsection.

B. Thereafter, to the Members in proportion to their respective Units.

Section 5.2 Net Cash From Sales or Refinancings. Except as otherwise provided in Article 12, Net Cash from Sales or Refinancings, if any, shall be distributed at such times as the Members shall determine by Majority Vote. Net Cash from Sales or Refinancing shall be distributed to the Members as follows:

A. First, one hundred percent (100%) to YOUNG W. KIM until the Unreturned Capital of YOUNG W. KIM is zero (0). Minimum Mandatory Distributions shall not be considered distributions for purposes of this subsection.

B. Thereafter, to the Members in proportion to their respective Units.

Section 5.3 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax with respect to any payment or distribution to the Company or the Members shall be treated as amounts distributed to the Members pursuant to this Article 5 for all purposes under this Agreement.

Section 5.4 Drawing Accounts. A drawing account shall be maintained for each Member. Except for payments of principal and/or interest on Optional Loans or other payments to a Member that are not with respect to the Member's distributive share, all distributions of money and property shall be deemed to be advances or drawings of money or property against a Member's distributive share of income to the extent thereof and shall be treated as a current distribution made on the last day of the Company's taxable year with respect to such Member.

Section 5.5 Minimum Mandatory Cash Distributions. If any Member has not been distributed cash under Sections 5.1 and 5.2 hereof during the tax year in question equal to the "Minimum Mandatory Cash Distributions" as defined below, then notwithstanding any provision to the contrary, the Company shall, to the extent there is Net Cash from Operations available, make cash distributions to each such Member at least equal to forty percent (40%) of the Member's distributive share of the amount by which the Company's Profits exceed the Company's Losses if any, for any given tax year ("Minimum Mandatory Cash Distribution"). The Minimum Mandatory Cash Distributions shall be made by the Company on an annual basis not later than March 15th of the calendar year following the tax year in question. The Minimum Mandatory Cash Distributions shall be made to each Member in proportion to such Member's distributive share of such separately stated and non-separately stated items of income, gain, loss, or deduction or credit under Code Section 702 and shall be reduced by any other cash distributions made to such Member under Section 5.1 for the tax year in question.

Section 5.6 Distributions to Defaulting Member; Right of Offset. No Member shall receive any distribution, guaranteed or otherwise, if such Member is in default of any provision of this

Agreement. The Company shall have the right to offset any distributions to such defaulting Member to the extent of all amounts owed by the defaulting Member to the Company under this Agreement.

ARTICLE 6 COMPANY MANAGEMENT

Section 6.1 Powers of Members. Subject to the provisions of the Articles of Organization, this Operating Agreement and the Act, all powers shall be exercised by, or under the authority of, and the business and affairs of the Company shall be controlled by, the Members. Subject to the foregoing limitations, it is hereby expressly declared that the Members shall have all of the following powers:

A. To select and remove all Managers, agents and employees of the Company, prescribe such powers and duties for them as may be consistent with the Act, the Articles of Organization, this Operating Agreement and any other applicable laws, and to fix their compensation.

B. Except as delegated to the Manager or Managers, to conduct, manage and control the affairs and business of the Company, and to make such rules and regulations with respect thereto as are consistent with the Act, the Articles of Organization, this Operating Agreement, and any other applicable law.

C. To change the office of the Company where the records required to be kept pursuant to Section 17057 of the Act are maintained from one location to another within the State of California; to fix and locate from time to time one or more subsidiary offices of the Company; and to designate any place within or without the State of California for the holding of any Members' meeting or other Company meetings.

D. To authorize the Manager or Managers to borrow money and incur indebtedness for the Company, and to cause to be executed and delivered therefor, in the Company name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt.

E. To appoint an executive committee and other committees, and to delegate to the executive committee any of the powers and authority of the Members in the management of the business and affairs of the Company. Any such executive committee shall be composed only of Members.

Section 6.2 Restrictions on Powers of Members or Managers. No Member or Manager shall have the right, power or authority to do any of the following acts without the unanimous vote Majority Vote or prior written consent of all the Members:

A. Expend or use any Company money or property except upon the account of and for the benefit of the Company;

B. Mortgage, lease, pledge, or otherwise dispose of all, or substantially all of the assets of the Company;

C. Pledge any of the Company's credit or property for other than Company purposes;

D. Compromise, settle, or release any debt due to the Company except upon full payment thereof or except in the ordinary course of business;

E. Assign the Company's property in trust for creditors or on the assignee's promise to pay the debts of the Company;

F. Confess a judgment against the Company, the Company's property, or any of the Members;

Section 6.3 Member's Management Voting Rights. Except as otherwise provided in the Articles of Organization, this Operating Agreement or the Act, the Members have full, exclusive and complete discretion in the management and control of the Company for the purposes set forth in Section 2.2. All actions or decisions shall be made upon the Majority Vote of the Members.

Section 6.4 Members Meetings; Quorum; Majority. The Members may approve a matter or take any action by the vote of Members at a meeting, in person or by proxy, or without a meeting by written consent. The presence, in person or by proxy, of Members having more than fifty (50%) percent of the voting power of the Company at the time of the action taken (a "Majority"), constitutes a quorum for the transaction of business. Unless a higher proportion is required, any action approved by Majority Vote at a meeting at which there is a quorum shall be the action of the Members.

Section 6.5 Action by Written Consent. Except as otherwise provided in this Operating Agreement, the Act, or to the extent a higher percentage of voting power is required, any action may be taken by the Members without a meeting if the action is authorized by the written consent of Members holding at least a Majority Vote, and where action is authorized by written consent there is no need to call or notice a meeting of Members. A copy of the action taken by written consent must be immediately sent to all Members. If such higher percentage of voting power is required, the action may be authorized by the written consent of Members having such higher percentage of voting power.

Section 6.6 Place of Meetings of Members/Telephone Conference Meetings. All annual meetings and special meetings of the Members shall be held at such place as is designated by the Manager or the Member or Members requesting such meeting, or, if no such place is designated, then at the office in the State of California where the Company records are maintained under Section 2.3. Any meetings of the Members may be held by telephone conference or similar method of communication provided that all persons participating in the meeting can hear each other. Participation in a meeting by

telephone or similar method of communication pursuant to this Section constitutes presence in person at the meeting.

Section 6.7 Meetings and Means of Voting. All meetings of the Members shall be called, noticed and conducted as follows:

A. Meetings of the Members may be called by any Manager or any Member. The call shall state the nature of the business to be transacted. Notice of any such meeting shall be given to all Members not less than ten (10) days nor more than thirty (30) days prior to the date of such meeting.

B. For the purpose of determining the Members entitled to vote on, or to vote at, any meeting of the Members or any adjournment thereof, the Manager or, if applicable, the Member or Members requesting such meeting may fix, in advance, a date as the record date for any such determination of the Members of record. Such date shall not be more than sixty (60) days nor less than ten (10) days before any such meeting.

C. Each Member may authorize any Person or Persons to act for it by proxy on all matters in which a Member is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Member or its attorney-in-fact. No proxy shall be valid after the expiration of one (1) year from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it.

D. Each meeting of Members shall be conducted by the Managers, or, if applicable, the Member or Members requesting such meeting.

Section 6.8 Waiver of Notice. The actions taken at any meeting of the Members, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the Members not present at the meeting signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the records or made a part of the minutes of the meeting.

Section 6.9 Adjourned Meetings and Notice Thereof. Any Members' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the Members present in person or represented by proxy, but in the absence of a quorum no other business may be transacted at any such meeting. Other than by announcement at the meeting at which such adjournment is taken, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. Whenever any Members' meeting, either annual or special, is adjourned for thirty (30) days or more, however, notice of the adjourned meeting shall be given as in the case of an original meeting.

Section 6.10 Delegation of Authority to Members and Managers. Any one or more of the Managers or Members may at any time or from time to time, and for such period as the Members shall determine, be delegated the authority to determine questions relating to specific areas of the conduct, operation, and management of the Company. Until such direction or delegation of authority is made, however, the Members and Managers shall have the authority set forth in the Articles of Organization and this Operating Agreement.

Section 6.11 Original Managers; Powers of Managers in General. The Manager set forth in the Articles of Organization constitutes the Management of the Company and shall serve as such until the same shall resign, be removed from office as provided for herein, or until their successors shall be elected and duly qualified. The initial Manager shall be LEE H. BROCKETT. Except as otherwise provided in the Articles of Organization, this Operating Agreement or the Act, the Manager has the authority to act for and on behalf of the Company as to all matters not otherwise reserved to the Members, and shall direct the day-to-day business affairs of the Company and shall make such ordinary and usual decisions with respect thereto as may be called for. The Manager shall have the power and authority to take the following actions on behalf of the Company:

- A. The location or relocation of any place of business of the Company;
- B. The execution for and on behalf of the Company, of all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage, investment or disposition of property, including the licensing of intellectual property;
- C. The appointment and fixing of compensation for the employees and other agents of the Company;
- D. The determination of the amount and timing of, and the making of Distributions;
- E. The acquisition of property from any Person as the Manager may determine. The fact that the Manager or Member is directly or indirectly affiliated or connected with any such Person shall not prohibit the Manager from dealing with that Person subject to the other provisions of this Agreement;
- F. The purchase of liability and other insurance to protect the Company's property and business;
- G. The investment of any Company funds (by way of example but not of limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;
- H. The confession of a judgment against the Company;

I. The employment of accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;

J. The doing and performance of all other acts as may be necessary or appropriate to carry out the Company's business purpose, including but not limited to.

(a) Enter into any contract or agreement that would obligate the Company to repay borrowed monies or make payments in respect of a lease or similar credit arrangement, other than ordinary and usual trade payables;

(b) Enter into any guarantee or otherwise obligate the Company to act as a surety for the benefit of any person;

(c) Pledge, mortgage, encumber or otherwise create a security interest in any of the property of the Company, except as otherwise provided herein;

(d) Terminate, modify, or agree to terminate or modify, any agreement involving the Company if such agreement was required to be approved by the Members, or if such modification would result in a modified agreement that, if such agreement were a new agreement, would require the approval of the Members;

(e) Sell or otherwise dispose of, or agree to sell or otherwise dispose of, any of the property of the Company, other than in the ordinary course of the Company's business;

(f) Commence any legal action in the name of the Company, except in the ordinary course of the collection of accounts receivable; or

(g) Extend the period of limitations for the making of any federal, state or local tax assessment against the Company or any of the Members.

Section 6.12 Election of Managers. Each Manager of the Company shall be chosen annually by the Majority Vote of the Members and shall hold office until such Manager shall resign or shall be removed or otherwise disqualified to serve, or the Manager's successor shall be elected and duly qualified. The Members may from time to time confer upon the Managers such duties, authority and titles as the business of the Company may require. If for any reason the Members should fail to elect the Manager or Managers for any year, the last duly elected Manager or Managers shall continue in office until his or their respective successors are duly elected.

Section 6.13 Removal, Resignation and Vacancies The Members may, by a Majority Vote, remove any Manager, either with or without cause. Any Manager may resign at any time by giving written notice thereof to the Members. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance

of such resignation shall not be necessary to make it effective. The Members may fill any vacancy in the office of any Manager in the same way as Managers are regularly elected.

Section 6.14 Duties and Obligations of Members.

A. The Managers and the Members shall take all actions which may be necessary or appropriate, (i) for the continuation of the Company's valid existence as a limited liability company under the laws of the State of Nevada (and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Managers and the Members or to enable the Company to conduct the business in which it is engaged), and (ii) for the management and business and affairs of the Company in accordance with the provisions of this Agreement and applicable laws and regulations.

B. The Managers and the Members shall devote to the Company such time as may be necessary for the proper performance of all duties hereunder, but the Managers and the Members shall not be required to devote full time to the performance of such duties.

C. The Managers and the Members shall be under a fiduciary duty to conduct the affairs of the Company in the best interests of the Company and of the Members, including the safekeeping and use of all of its property and the use thereof for the exclusive benefit of the Company.

Section 6.15 Indemnification of Members.

A. The Company, its receiver or its trustee shall indemnify, save harmless and pay all judgments and claims against any Manager or Member relating to any liability or damage incurred by reason of any act performed or omitted to be performed by such Manager or Member in connection with the business of the Company, including attorneys' fees incurred by such Manager or Member in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred, including all such liabilities under federal and state securities laws (including the Securities Act of 1933, as amended) as permitted by law.

B. In the event of any action by a Member against the Company, including a Company derivative suit, the Company shall indemnify, save, hold harmless and pay all expenses of such Member, including attorneys' fees, incurred in the defense of such action, if the Member is successful in such action.

C. The Company shall indemnify, save, hold harmless and pay all expenses, costs or liabilities of the Manager or Member, who for the benefit of the Company, makes any deposit, acquires any option or makes any other similar payment or assumes any obligation in connection with any property proposed to be acquired by the Company and who suffers any financial loss as the result of such action.

D. Notwithstanding the provisions of Sections 6.17A, 6.17B, and 6.17C of

this Section 6.17, no Manager or Member shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

E. Notwithstanding Section 6.17A, no Manager or Member shall be indemnified from any liability, loss or damage incurred by the Manager or Member in connection with any claim or settlement involving allegations that federal or state securities laws were violated by the Manager or Member unless, (i) the Manager or Member or other person or entity seeking indemnification is successful in defending such action and such indemnification is specifically approved by a court of law which shall have been advised as to the current position of the Securities and Exchange Commission, or (ii) in case of a settlement, both the settlement and the indemnification are so approved by a court of law.

Section 6.16 Compensation and Loans.

A. Compensation and Reimbursement. Except as otherwise provided in this Agreement, no Member shall receive any salary, fee or draw for services rendered to or on behalf of the Company, nor shall any Member be reimbursed for any expenses incurred by such Member on behalf of the Company. Unless otherwise provided by a Majority Vote of the Members, the Managers shall serve without compensation, but shall be entitled to reimbursement from the Company for any reasonable and direct expenses incurred by a Manager in furtherance of the Company's business.

B. Organization Expenses. The Company shall pay or reimburse a Manager, a Member or its Affiliates for organization expenses incurred by the Company. The organization expenses shall include, without limitation, legal and accounting fees. Organization expense shall qualify for reimbursement only if it is incurred and reasonably related to the Company's business purpose.

ARTICLE 7 BOOKS AND RECORDS; ACCOUNTING

Section 7.1 Fiscal Year. The fiscal year of the Company shall be the calendar year.

Section 7.2 Method of Accounting. The Managers may maintain the Company's management reports on a cash transaction basis; however, the Managers shall keep, or cause to be kept, full and accurate records of all transactions of the Company on the accrual method of accounting.

Section 7.3 Books of Account. All books of account shall be maintained at the principal office of the Company as determined by the Members from time to time, and shall be open during reasonable business hours for the reasonable inspection and examination by the Members or their authorized representatives, who shall have the right to make copies thereof.

Section 7.4 Tax Returns. The Managers shall prepare, or cause to be prepared, within ninety (90) days after the end of each fiscal year of the Company, at the expense of the Company, a Federal income tax return in compliance with Section 6031 of the Code and such state and local tax returns

as are required for the Company; and, in connection therewith, make any available or necessary elections, including elections with respect to the rates of deduction taken on recovery property of the Company.

Section 7.5 Reports and Statements. Within sixty (60) days after the end of each fiscal year of the Company, the Company shall cause to be delivered to the Members such information as shall be necessary (including a statement for that year of each Member's share of net income, net gains and losses, and other items of the Company) for the preparation by the Members of their federal and state income and other tax returns for such year and, if required by applicable law, a copy of the Company's federal, state and local tax or information returns for such year.

Section 7.6 Bank Accounts. The Company shall open and maintain a bank account or accounts in which shall be deposited all funds of the Company. Withdrawals from such account or accounts shall be made upon the signature or signatures of the person or persons as the Members shall designate. There shall be no commingling of the assets of the Company with the assets of any other Person.

Section 7.7 Tax Matters Member. The Members hereby make, constitute and appoint LEE H. BROCKETT as the "Tax Matters Member" ("TMM"). The TMM shall act as the tax matters partner referred to in Section 6231(a)(7) of the Code.

ARTICLE 8 AMENDMENTS

Section 8.1 Amendments to this Agreement may be proposed by any Member ("Proposing Member"). The Proposing Member shall submit to the Members a verbatim statement of any proposed amendment, providing that counsel for the Company shall have approved of the same in writing as to form and compliance with the Act. The Proposing Member shall seek the written vote of the Members on the proposed amendment or shall call a meeting to vote thereon and to transact any other business that it may deem appropriate. A proposed amendment shall be adopted and be effective as an amendment to this Agreement if it receives the affirmative vote or consent of all of the Members.

ARTICLE 9 TRANSFER OF UNITS

Section 9.1 Transfer Restrictions in General. Except as otherwise set forth in this Article 9, a Member shall not sell, assign, transfer, hypothecate, mortgage, pledge or collateralize all or any portion of its Units in the Company without the Majority Vote of the other Members. Any sale, assignment, transfer, pledge or hypothecation which does not comply with the provisions of this Article 9 shall be void and shall not cause or constitute a dissolution of the Company.

Section 9.2 Tax Opinion. The transferor of any Units shall provide an opinion of counsel, satisfactory to the other Members, that the proposed assignment, transfer or sale would not cause the termination of the Company for federal income tax purposes.

Section 9.3 **Registration.** If any Unit is to be assigned, transferred or sold, either, (i) such Units shall be registered under the Securities Act of 1933, as amended, and any applicable state securities laws, or (ii) the transferor shall provide an opinion of counsel that the proposed assignment, transfer or sale is exempt from such registration requirements, which opinion shall not be deemed provided unless and until it is accepted by the other Members. The Company and the Members have no obligation or intention whatsoever either to register Units for resale under any federal or state securities laws or to take any action which would make available to any Person any exemption from the registration requirements of such laws.

Section 9.4 **Right of First Refusal.** In addition to the other limitations and restrictions set forth herein, no Member may sell all or any portion of its Units unless such Member (the "Selling Member") has first (i) given written notice to the other Members and the Company of its intention to sell all or a portion of such Units (that which is intended to be sold is hereinafter called the "Subject Units") and (ii) offered to sell the Subject Units to the other Members at a price no greater, and on terms and conditions not less favorable to the purchaser, than specified in a bona fide written offer received by the Selling Member from a third party.

A. Within thirty (30) days after such notice is given by the Selling Member, any of the other Members may elect to purchase the Subject Units from the Selling Member at the price and upon the terms and conditions set forth in the Selling Member's offer. If the other Members do not give the Selling Member notice of their election to purchase the Subject Units within such thirty (30) day period, the Selling Member, at any time within three (3) months after the end of such thirty (30) day period, may, subject to the other provisions of this Article 9, sell the Subject Units to any Person and for a purchase price not less, and on terms and conditions not more favorable to the purchaser, than specified in such third party offer.

B. In connection with any such offer by a Selling Member, if the other Members elect to purchase in the aggregate more than the Subject Units, each other Member will have priority, up to the amount of the Subject Units specified in his or her notice, to purchase such proportion of the Subject Units as his or her Units bears to the total Units of the Company held by Members electing to purchase., if more than one Member elects to purchase the Subject Units, the Selling Member shall hold an auction among such electing Members and the highest bidder shall be entitled to purchase the Subject Units at the winning bid price which shall be paid to the Selling Member instead of the original purchase price.

Section 9.5 Prohibited Transfers. Any transfer or purported transfer of Units, whether by operation of law or otherwise, shall be null and void and of no legal effect unless it is permitted by this Article 9.

Section 9.6 Rights of Assignee.

A. Except as provided in this Section 9.6, and as required by operation of law, the Company shall not be obligated for any purpose whatsoever to recognize the transfer by any Unit Holder of any Units unless such transfer is made in accordance with the terms of this Agreement.

B. The transfer of any Units must be in writing, may not contravene any of the provisions of this Agreement, and must be executed by the transferor and delivered to the Company and recorded on the books of the Company. Any transfer which contravenes any of the provisions of this Agreement shall be of no force and effect, and shall not be recognized by the Company.

C. A transferee of any Units who is not admitted as Member pursuant to Section 9.7 shall have no right to require any information or account of the Company's transactions or to inspect the Company books or to vote, or to participate in the management of the Company, but shall only be entitled to receive the allocations and distributions to which his transferor would otherwise be entitled under this Agreement.

Section 9.7 Admission as a Member.

A. Subject to the other provisions of this Article 9, a transferee of any Units shall be admitted as a Member only after the satisfactory completion of items (1) through (3) below and, if applicable, item (4):

(a) The transferee accepts and agrees to be bound by the terms and provisions of this Agreement;

(b) A counterpart of this Agreement and such other documents or instruments as the Company may require is executed by the transferee to evidence such acceptance and agreement;

(c) The transferee pays or reimburses the Company for all reasonable legal fees, filing and publication costs incurred by the Company in connection with the admission of the transferee as a Member; and

(d) If the transferee is not an individual, the transferee provides the Company with evidence satisfactory to counsel for the Company of the authority of such transferee to become a Member under the terms and provisions of this Agreement.

(e) The Company shall make all official filings and publications as promptly as practicable after the satisfaction by the transferee of the conditions contained in this Article 9 to the admission of such transferee as a Member.

Section 9.8 Distributions and Allocations with Respect to Transferred Units If any Member's Units are sold, assigned or transferred during any accounting period in compliance with the provisions of this Article 9.6, Profits, Losses, each item thereof and all other items attributable to the transferred Units for such period shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during the period in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Company. All distributions on or before the date of such transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Solely for purposes of making such allocations and distributions, the Company shall recognize such transfer not later than the end of the calendar month during which it is given notice of such transfer, provided that if the Company does not receive a notice stating the date such Units were transferred and such other information as the Company may reasonably require within thirty (30) days after the end of the accounting period during which the transfer occurs, then all of such items shall be allocated, and all distributions shall be made, to the Person who, according to the books and records of the Company, on the last day of the accounting period during which the transfer occurs, was the owner of the Units. Neither the Company nor any Member shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 9.8, whether or not any Member or the Company has knowledge of any transfer of ownership of any Unit.

Section 9.9 Death of a Member. The heirs, devisees and legatees of a deceased Member shall have the rights of a transferee of such deceased Member provided for in Section 9.6 hereof, subject to administration of such deceased Member's estate, and may become substituted Members in lieu of the deceased Member upon the Majority Vote of the other Members and compliance with the conditions of Section 9.7 hereof. The other Members shall have the absolute right to refuse such consent.

Section 9.10 Voluntary Withdrawal by Member Prohibited. Except in the event of the death of a Member, no Member may voluntarily withdraw, retire or resign from the Company. Any Member who voluntarily withdraws, retires or resigns from the Company in contravention of this Agreement shall be liable to the Company and the other Members for all costs, expenses, and damages occasioned by any such action in contravention of this Agreement.

ARTICLE 10 ADMISSION OF NEW MEMBERS

Upon the written consent of all of the existing Members, the Company may admit new Members upon such terms and conditions as are approved by the consent of all of the existing Members.

All new Members shall comply with the provisions of Section 9.7 hereof prior to such new Member's admission.

Section 10.1 Voluntary Withdrawal by Member Prohibited. Except in the event of the death of a Member, no Member may voluntarily withdraw, retire or resign from the Company. Any Member who voluntarily withdraws, retires or resigns from the Company in contravention of this Agreement shall be liable to the Company and the other Members for all costs, expenses, and damages occasioned by any such action in contravention of this Agreement.

**ARTICLE 11 DEATH, INCOMPETENCY, BANKRUPTCY OR DISSOLUTION
OF A MEMBER**

Section 11.1 Buy/Sell Event For purposes of this Agreement, "Buy/Sell Event" means with respect to any Member, the first occurrence of, (a) the death of such Member, provided the remaining Members have not unanimously consented, by Majority Vote, to permit the deceased Member's heirs or beneficiaries to succeed to such Units as provided in Section 9.9 hereof; (b) the bankruptcy of such Member; (c) if such Member is an individual, such Member is declared incompetent by a court of competent jurisdiction; and (d) if such Member is an entity, the dissolution of such Member. The Member with respect to whom a Buy/Sell Event occurs is sometimes referred to herein as the "Selling Member." Upon the occurrence of a Buy/Sell Event, the remaining Members shall have the option to purchase all of the Selling Member's Units in the Company for a purchase price equal to the Selling Member's "Aggregate Unit Value" as of the date of the Buy/Sell Event. Such option shall be exercised by any Member giving written notice of its exercise ("Electing Member(s)") within thirty (30) days after it receives notice of the occurrence of the Buy/Sell Event ("Election Period") to the Selling Member or its personal representative or successor-in-interest. If there is more than one Electing Member, however, their exercise of the option shall be deemed to be an election to purchase that portion of the Selling Member's Units that is equal to the ratio that each Electing Member's Units bears to the total Members' Units of all of the Electing Members. If the Company receives notice from Electing Members electing to purchase in the aggregate more than the Selling Member's Units, each Electing Member will have priority, up to the amount of the Units specified in his or her notice, to purchase such proportion of the Units as his or her Units bears to the total Units of the Company held by Members electing to purchase.

Section 11.2 Aggregate Unit Value. The "Aggregate Unit Value" of a Selling Member's Units in the Company shall be as agreed between or among the Electing Member(s) and the Selling Member or the Selling Member's representative. In the event the parties do not agree within ninety (90) days following the expiration of the Election Period, the parties will select an appraiser or appraisers mutually satisfactory to each of them, who will determine the value of the Company (determined net of

ordinary and reasonable costs of sale) and will determine the value of the Units subject to purchase. In the event the parties cannot mutually agree on the selection of the Appraiser(s) to value the Company within ten (10) days of expiration of the thirty (30) day period described above, each party (the Electing Member(s) and the Selling Member or the Selling Member's representative), within ten (10) days thereafter, will select an Appraiser, and the Appraisers so selected will mutually select a third. The three Appraisers will then value the Company net of ordinary and reasonable costs of sale. These three Appraisers will then value the Units subject to purchase. The values will equal the average of the appraisals. The parties will bear the costs of the Appraisers which they select and share equally the cost of the third Appraiser(s)

Section 11.3 Terms of Purchase; Closing. The closing of the purchase and sale of the Selling Member's Units shall occur on a date and time mutually agreeable to the Selling Member (or its personal representative or successor in interest) and the Electing Members, which shall not be later than 5:00 p.m. (local time at the place of closing) on the first business day occurring on or after the ninetieth (90th) day following the last day of the Election Period and at such place as is mutually agreeable to the Electing Members and the Selling Member, or upon the failure to agree, at the Company's principal place of business. At the closing, each Electing Member shall pay to the Selling Member, by cash or other immediately available funds, that portion of the purchase price of the Selling Member's Units that corresponds to the portion of the Selling Member's Units such Electing Member is purchasing, and the Selling Member shall deliver to each Electing Member good title, free and clear of any liens, claims, encumbrances, security interests, or options (other than those granted by this Agreement) to the portion of the Selling Member's Units thus purchased. Each Electing Member shall be liable only for its individual portion of the purchase price to the Selling Member. In the event that any Electing Member shall fail to perform its obligation to purchase hereunder, and no other Electing Member elects to purchase the portion of the Selling Member's Units thus not purchased, such Selling Member shall not be obligated to sell any portion of its Units to any Electing Member.

At the closing, the Electing and Selling Members (or their representatives) shall execute such documents and instruments of conveyance as may be necessary or appropriate to confirm the transactions contemplated hereby including, without limitation, the Transfer of Units of the Selling Member to the Electing Member(s) and the assumption by each Electing Member of each Selling Member's obligation with respect to the portion of the Selling Member's Units transferred to each Electing Member. The reasonable costs of such transfer and closing, including, without limitation, attorneys' fees and filing fees, shall be divided equally between the Selling Member and the Electing Member(s).

ARTICLE 12 DISSOLUTION AND WINDING UP

Section 12.1 Liquidating Events The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following ("Liquidating Events"):

- A. The vote by all of the Members to dissolve, wind up, and liquidate the Company; or
- B. The happening of any other event that makes it unlawful, impossible, or impractical to carry on the business of the Company; or
- C. All or substantially all of the assets of the Company are disposed of; or
- D. The Company ceases to conduct its business in furtherance of the purposes for which it was formed as set forth in Article 2.

The Members hereby agree that, notwithstanding any provision of the Act, the Company shall not dissolve prior to the occurrence of a Liquidating Event. If it is determined, by a court of competent jurisdiction, that the Company has dissolved prior to the occurrence of a Liquidating Event, the Members hereby agree to continue the business of the Company without a winding up or liquidation.

Section 12.2 Winding Up. Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members and no Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. The Managers shall be responsible for overseeing the winding up and dissolution of the Company, shall take full account of the Company's liabilities and property, shall cause the property to be liquidated as promptly as is consistent with obtaining the fair value thereof, and shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed in the following order:

- A. First, to the payment and discharge of all of the Company's debts and liabilities to creditors other than the Members;
- B. Second, to the payment and discharge of all the Company's debts and liabilities to the Members; and
- C. Third, to YOUNG W. KIM, YOUNG W. KIM First, one hundred percent (100%) to YOUNG W. KIM until the Unreturned Capital of YOUNG W. KIM is zero (0). Minimum Mandatory Distributions shall not be considered distributions for purposes of this subsection.
- D. The balance, if any, to the Members, in proportion to their respective Units.

The Managers shall not receive any additional compensation for any services performed pursuant to this Article 12. Each Manager understands and agrees that by accepting the

provisions of this Section 12.2 setting forth the priority of the distribution of the assets of the Company to be made upon its liquidation, such Manager expressly waives any right which it, as a creditor of the Company might otherwise have under the Act to receive distributions of assets *pari passu* with the other creditors of the Company in connection with the distribution of assets of the Company in satisfaction of any liability of the Company, and hereby subordinates to said creditors any such right.

Any gain or loss on the disposition of Company property in the process of liquidation shall be credited or charged to the Members in accordance with the applicable provisions of Section 4, above. Any property distributed in kind in the liquidation shall be valued and treated as though the property were sold for its fair market value and the cash proceeds distributed. The difference between the fair market value of the property distributed in kind and its book value to the Company shall be treated as a gain or loss on the sale of property, and the gain or loss shall be allocated between or among the Members pursuant to the applicable provisions of Section 4, above.

Section 12.3 Rights of Members. Except as otherwise provided in this Agreement, (a) each Member shall look solely to the assets of the Company for the return of its Capital Contributions and shall have no right or power to demand or receive property other than cash from the Company and (b) no Member shall have priority over any other Member as to the return of its Capital Contributions, distributions, or allocations.

ARTICLE 13 MISCELLANEOUS PROVISIONS

Section 13.1 Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered properly given if: mailed within the United States by certified mail return receipt requested, postage prepaid; personally delivered to the Person to whom it is intended to be given; or sent by overnight courier and for which a receipt of delivery is obtained; all of the foregoing addressed to the Members at the addresses set forth beneath their signatures.

Any Member may change its address by giving written notice of the change to the Company and the other Members. Any notices given prior to the notice of change of address shall not be affected by the notice of change.

Section 13.2 Attorney's Fees. In any judicial action or proceeding among the parties to enforce any of the provisions of this Agreement or any right of any party hereto, regardless of whether such action or proceedings is prosecuted to judgment and in addition to any other remedy, the unsuccessful party shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party.

Section 13.3 Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements among the parties with respect thereto.

Section 13.4 Captions. Any titles or captions or sections contained in this Agreement are for convenience or reference only and shall not be deemed part of the context of this Agreement.

Section 13.5 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identification of the person or persons, entity or entities, may require.

Section 13.6 Governing Law; Dispute Resolution. This Agreement shall be enforced, governed by and construed in accordance with the laws of the State of California. Any dispute or claim arising out of this agreement will be subject to final and binding arbitration. One arbitrator who is a member of the American Arbitration Association ("AAA"), and will be governed by the Commercial Arbitration Rules of the AAA will conduct the arbitration. The arbitration will be held in Fullerton, California, and the arbitrator will apply California substantive law in all respects. The arbitrator shall have all authority to determine the arbitrability of any claim and enter a final, binding judgment at the conclusion of any proceedings. Any final judgment only may be appealed on the grounds of improper bias or improper conduct of the arbitrator. The party prevailing in the resolution of any claim will be entitled, in addition to such other relief as may be granted, to an award of all attorneys fees and costs incurred in the claim, without regard to any statute, schedule, or rule of court purported to restrict such award.

Section 13.7 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.

Section 13.8 Further Documents. Each of the Members shall execute such further documents and take such further actions as may be reasonably necessary or desirable to accomplish any transaction intended or authorized by this Agreement.

Section 13.9 Member Nonwaiver of Rights and Breaches. No failure or delay of a Member in the exercise or any rights given to such Member hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Member of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof, or of any breach of any other provision hereof.

Section 13.10 No Agency. Nothing contained herein shall be construed to constitute any Member the partner of any other Member or the agent of any other Member.

Section 13.11 Parties Bound. This Agreement shall bind and inure to the benefit of the Members and their several successors in interest in whatever capacity.

Section 13.12 Duplicate Originals. This Agreement may be executed in several copies; and upon execution by each party hereto, they shall be treated as duplicate originals hereof.

Section 13.13 Counterpart Execution; Facsimile Signatures. This Agreement may be executed in any number of counterparts with the same effect as if all the Members had signed the same document. All counterparts shall be construed together and shall constitute one Agreement. Facsimile signatures shall be binding for purposes of this Agreement.

Section 13.14 Incorporation by Reference Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

Section 13.15 Waiver of Action for Partition. Each of the Members irrevocably waives any right that he may have to maintain any action for partition with respect to any of the Company's property.

Section 13.16 Preparation of Agreement. This Agreement has been prepared by LEE H. BROCKETT INC. (the "Law Firm"), counsel for the Company and for LEE BROCKET, and:

A. THE MEMBERS HAVE BEEN ADVISED BY THE LAW FIRM THAT A CONFLICT OF INTEREST EXISTS AMONG THE MEMBERS' INDIVIDUAL INTERESTS; AND

B. THE MEMBERS HAVE BEEN ADVISED BY THE LAW FIRM TO SEEK THE ADVICE OF INDEPENDENT COUNSEL; AND

C. THE MEMBERS HAVE BEEN REPRESENTED BY INDEPENDENT COUNSEL OR HAVE HAD THE OPPORTUNITY TO SEEK SUCH REPRESENTATION; AND

D. THE LAW FIRM HAS NOT GIVEN ANY ADVICE OR MADE ANY REPRESENTATIONS TO THE MEMBERS WITH RESPECT TO THE TAX CONSEQUENCES OF THIS AGREEMENT; AND

E. THE MEMBERS HAVE BEEN ADVISED THAT THE TERMS AND PROVISIONS OF THIS AGREEMENT MAY HAVE TAX CONSEQUENCES AND THE MEMBERS HAVE BEEN ADVISED BY THE LAW FIRM TO SEEK INDEPENDENT COUNSEL WITH RESPECT THERETO; AND


F. THE MEMBERS HAVE BEEN REPRESENTED BY INDEPENDENT COUNSEL OR HAVE HAD THE OPPORTUNITY TO SEEK SUCH REPRESENTATION WITH RESPECT TO THE TAX CONSEQUENCES OF THIS AGREEMENT.

Section 13.17 Authorized Agents. Each Member that is not a natural person shall notify the Company and all other Members of the identity of any and all natural persons authorized to act on

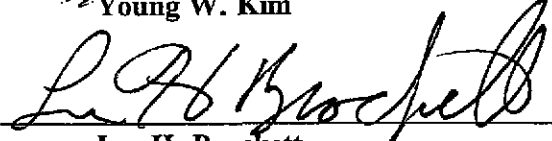
behalf of the particular Member, and neither the Company nor any other Member shall have a duty to inquire as to the scope of such natural person's authority, and all acts or omissions of such natural person shall be binding upon the Member for whom he or she purports to act. Any change in the designation of such authorized agent or agents shall be communicated to the Company and the other Members in accordance with Section 13.1, and shall not be effective until received.

IN WITNESS WHEREOF, the Members have executed this Agreement as of the Effective Date set forth above.

Initial Members:



Young W. Kim



Lee H. Brockett

Company:

CVK PROPERTY, LLC

By 

Lee H. Brockett, Manager

Tentative Tract Map & Parcel Map

Extension of Time – Environmental Determination

Project Case Number: TR 31881
 Original E.A. Number: EXEMPT FROM CEQA
 Extension of Time No.: FIRST
 Original Approval Date: December 15, 2004
 Project Location: South Easterly of Harlow Avenue, Easterly of Windsong Street and Northerly of Magnolia Ave.

Description of Land Division: The tentative tract map is a Schedule A subdivision of 4.65 acres into a one-lot subdivision for condominium purposes. The project will include 158 housing units, 188 parking spaces, 9,986 square feet of structural amenities, and two open courtyards on 4.65 acres for senior housing purposes.

On July 2, 2008 this land division and its original environmental assessment/environmental impact report were reviewed to determine whether any significant or potentially significant changes in the land division, its environmental effects or the circumstances affecting the proposed development had occurred. As a result of this evaluation, the following determination has been made:

<input type="checkbox"/>	I find that although the proposed project could have a significant effect on the environment, NO NEW ENVIRONMENTAL DOCUMENTATION IS REQUIRED PRIOR TO APPROVAL OF THE EXTENSION OF TIME , because all potentially significant effects (a) have been adequately analyzed in an earlier EIR or Negative Declaration pursuant to applicable legal standards and (b) have been avoided or mitigated pursuant to that earlier EIR or Negative Declaration and the project's original conditions of approval.
<input type="checkbox"/>	I find that although the proposed project could have a significant effect on the environment, and there are one or more potentially significant environmental changes or other changes to the circumstances under which the project is undertaken, NO NEW ENVIRONMENTAL DOCUMENTATION IS REQUIRED PRIOR TO APPROVAL OF THE EXTENSION OF TIME , because all potentially significant effects (a) have been adequately analyzed in an earlier EIR or Negative Declaration pursuant to applicable legal standards and (b) have been avoided or mitigated pursuant to that earlier EIR or Negative Declaration and revisions to the project's original conditions of approval which have been made and agreed to by the project proponent.
<input type="checkbox"/>	I find that there are one or more potentially significant environmental changes or other changes to the circumstances under which the project is undertaken, which the project's original conditions of approval may not address, and for which additional required mitigation measures and/or conditions of approval cannot be determined at this time. Therefore, AN ENVIRONMENTAL ASSESSMENT/INITIAL STUDY IS REQUIRED in order to determine what additional mitigation measures and/or conditions of approval, if any, may be needed, and whether or not at least one of the conditions described in California Code of Regulations, Section 15162 (necessitating a Supplemental or Subsequent E.I.R.) exist. Additionally, the environmental assessment/initial study shall be used to determine WHETHER OR NOT THE EXTENSION OF TIME SHOULD BE RECOMMENDED FOR APPROVAL .
<input checked="" type="checkbox"/>	I find that the original project was determined to be exempt from CEQA, and the proposed project will not have a significant effect on the environment, therefore NO NEW ENVIRONMENTAL DOCUMENTATION IS REQUIRED PRIOR TO APPROVAL OF THE EXTENSION OF TIME .

Signature: David Mares For Date: 07/02/08
 Kinika Hesterly, Urban Regional Planner For Ron Goldman, Planning Director



Richard K. Lashbrook
Agency Director

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY



Robert C. Johnson
Planning Director

Planning Department

Notice of Exemption

- PROJECT CASE NO:** Tentative Tract Map No. 31881
- PROJECT SPONSOR:** Integral Builders
20505 East Walnut Boulevard
Walnut CA, 91789
- PROJECT LOCATION:** This project is located in the Temescal Canyon Area Plan of Area Western Riverside County. More specifically, the project is located on Magnolia Avenue, south of McKinley Avenue.
- PROJECT DESCRIPTION:** **Tentative Tract Map No. 31881** is a one-lot tract for condominium units on 4.65 acres.

The Planning Department has found that the project is exempt from the provision of CEQA based on the following:

CEQA guidelines state that infill development projects are exempt from CEQA if they meet the following criteria.

1. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulation.
2. The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
3. The project site has no value as habitat for endangered, rare or threatened species.
4. Approval of the project would not result in any significant effects related to traffic, noise, air quality, or water quality.
5. The site can be adequately served by all required utilities and public services.
6. The site is less than five acres in size.

Reference article nineteen (19), section 15332 of CEQA guidelines.

Findings:

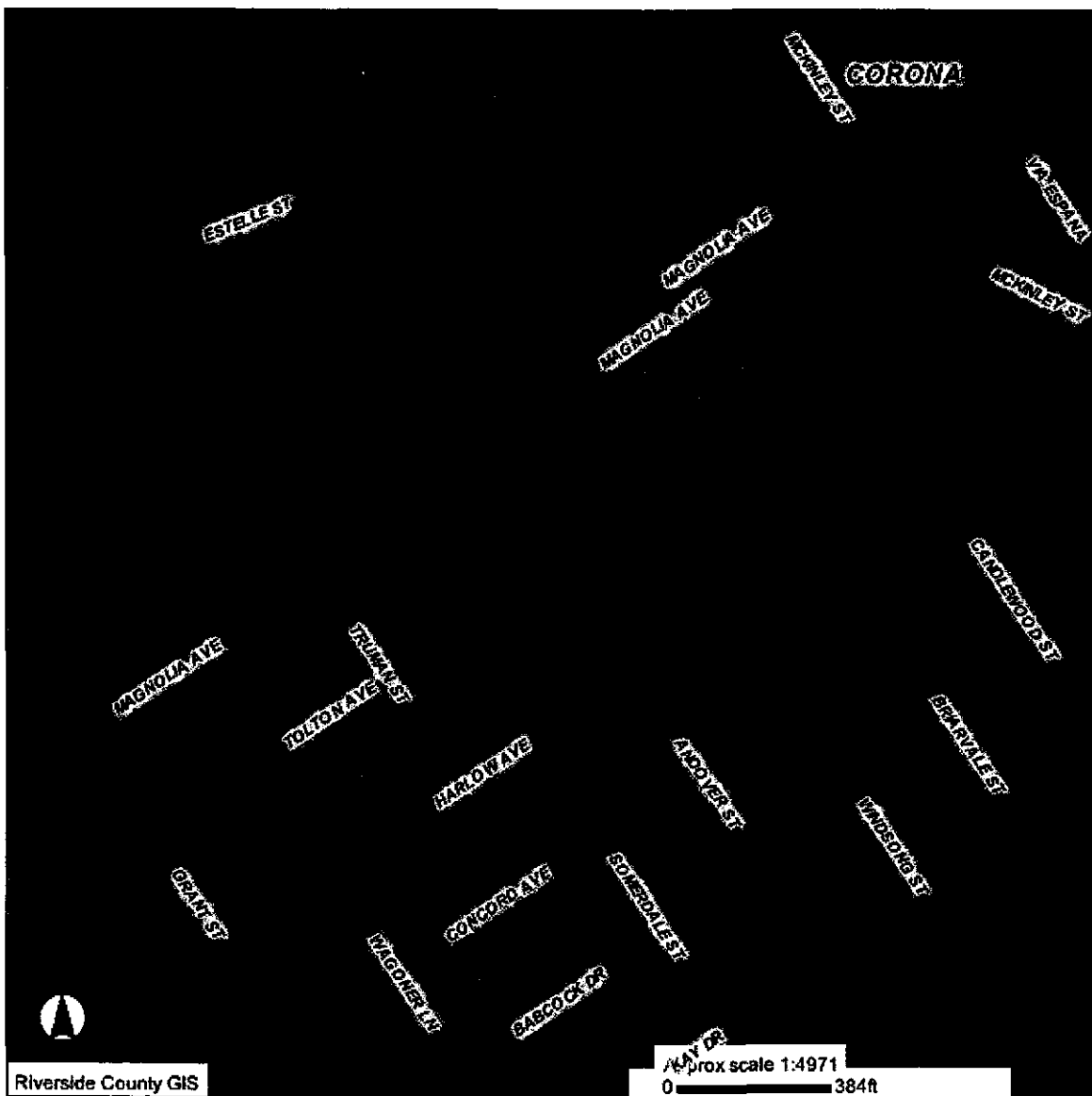
1. *Tentative Tract Map No. 31881 meets all the requirements of article nineteen (19), section 15332 of CEQA guidelines regarding categorical exemption.*

RIVERSIDE COUNTY PLANNING DEPARTMENT
Robert C. Johnson, Planning Director

Vanessa Ng, Contract Planner

FOR COUNTY CLERKS USE ONLY
Please charge deposit fee case # TR31881

AREA PLAN - TR31881



AREA PLAN

□ PARCELS

■ TEMESCAL CANYON

□ CITY BOUNDARY

IMPORTANT

This information is made available through the Riverside County Geographic Information System. The information is for reference purposes only. It is intended to be used as base level information only and is not intended to replace any recorded documents or other public records. Contact appropriate County Department or Agency if necessary. Reference to recorded documents and public records may be necessary and is advisable.

REPORT PRINTED ON...Thu May 15 07:30:15 2008

LANDUSE - TR31881



LANDUSE

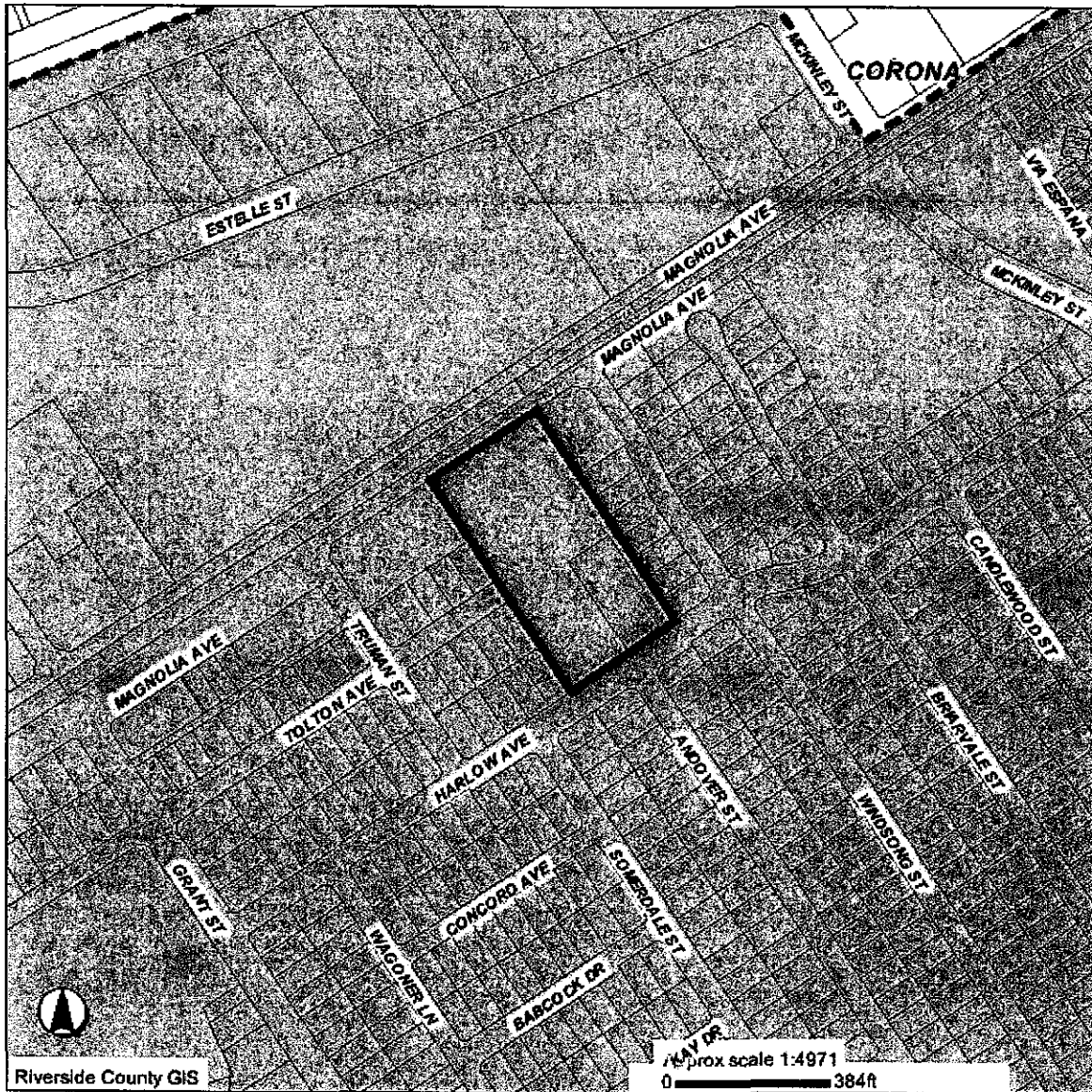
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|-----------------------|----------------------------------|--------------------------------|-------------------------------------|
| PARCELS | CR - COMMERCIAL RETAIL | HDR - HIGH DENSITY RESIDENTIAL | HHDR - HIGHEST DENSITY RESIDENTIAL |
| LI - LIGHT INDUSTRIAL | MDR - MEDIUM DENSITY RESIDENTIAL | OS-C - CONSERVATION | VLDR - VERY LOW DENSITY RESIDENTIAL |
| CITIES | CITY BOUNDARY | | |

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ZONING DISTRICTS - TR31881



ZONING DISTRICTS

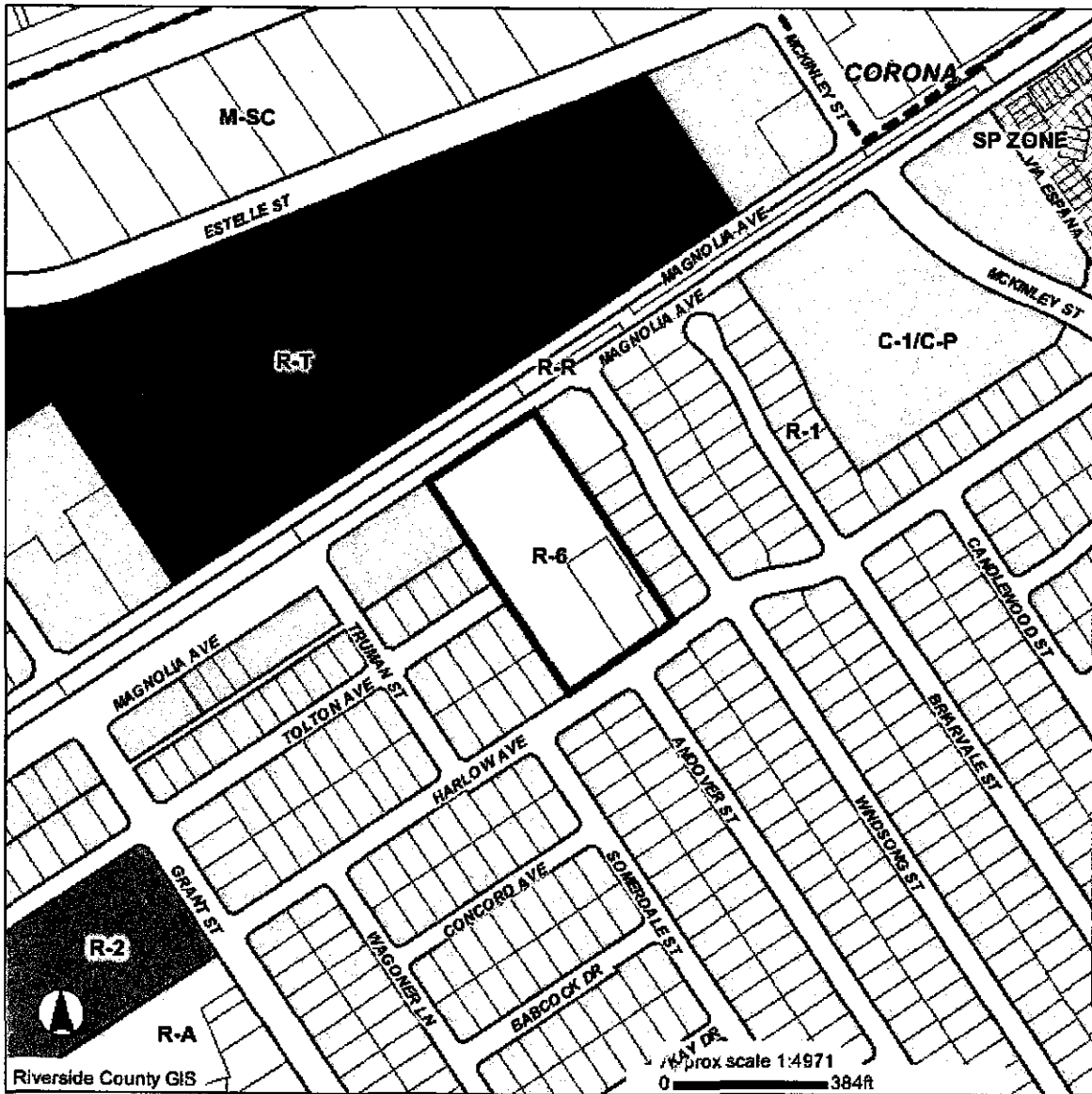
- PARCELS
- EAST CORONA DIST
- CITY BOUNDARY

IMPORTANT

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ZONING - TR31881



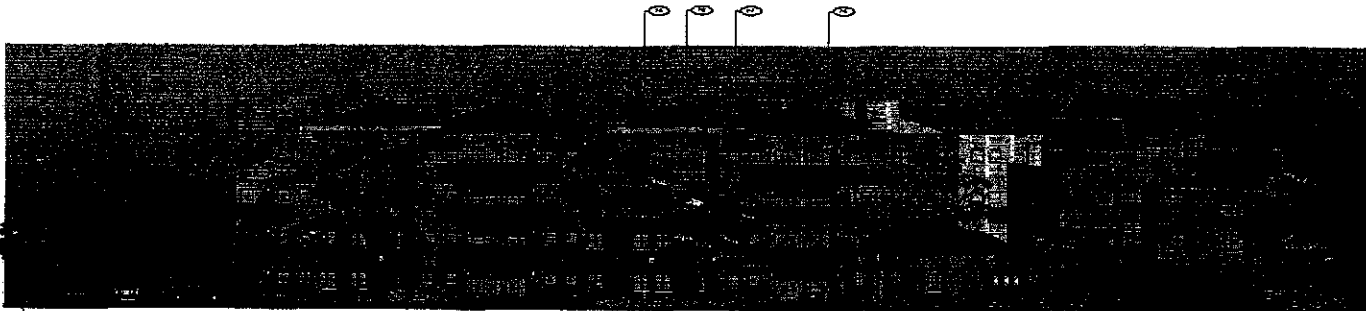
ZONING

PARCELS	ZONING BOUNDARY	M-SC	R-1
R-2	R-6	R-A	R-R
R-T	SP ZONE	CITY BOUNDARY	

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REPORT PRINTED ON...Thu May 15 07:31:12 2008



MAGNOLIA AVE. ELEVATION
SCALE 1/8" = 1'-0"



HARLOW AVE. ELEVATION
SCALE 1/8" = 1'-0"

HATCH • COLASUONNO ARCHITECTURE & PLANNING STUDIO 1831 COUCHEN ST. PACIFIC PALISADES, CA 90272 USA (310) 874-0000
MAGNOLIA GARDENS
CORONA, CALIFORNIA 91777
JOB # 25-02
ELEVATIONS
01

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

10. GENERAL CONDITIONS

EVERY DEPARTMENT

10. EVERY. 1 MAP - DEFINITIONS

INEFFECT

The words identified in the following list that appear in all capitals in the attached conditions of Tentative Tract Map No. 31881 shall be henceforth defined as follows:

EXHIBIT A = Tentative Tract Map No. 31881, Exhibit P, dated 11/24/04.

ELEVATIONS = Tentative Tract Map No. 31881, Exhibits B-1, B-2, B-3, B-4, (elevations) dated 11/24/04.

FLOOR PLANS = Tentative Tract Map No. 31881, Exhibits C-1, C-2, C-3, C-4, C-5, C-6, C-7, (floor plans) dated 11/24/04.

LANDSCAPE PLANS = Tentative Tract Map No. 31881, Exhibit L, dated 11/24/04.

ROOFING PLANS = Tentative Tract Map No. 31881, Exhibit R, dated 11/24/04.

HARDSCAPE PLAN = Tentative Tract Map No. 31881, Exhibit H, dated 11/24/04.

FINAL MAP = Final Map or Parcel Map for the TENTATIVE MAP whether recorded in whole or in phases.

10. EVERY. 2 MAP - PROJECT DESCRIPTION

INEFFECT

The land division hereby permitted is a one-lot subdivision for condominium purposes. The project will include 158 housing units, 188 parking spaces, 9,986 square feet of structural amenities, and two open courtyards on 4.65 acres for senior housing purposes.

10. EVERY. 3 MAP - HOLD HARMLESS

INEFFECT

The land divider or any successor-in-interest shall defend, indemnify, and hold harmless the County of Riverside

COUNTY), its agents, officers, or employees from any claim, action, or proceeding against the COUNTY, its agents, officers, or employees to attack, set aside, void, or annul an approval of the COUNTY, its advisory agencies, appeal boards, or legislative body concerning the TENTATIVE MAP, which action is brought within the time period provided

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

10. GENERAL CONDITIONS

10. EVERY. 3 MAP - HOLD HARMLESS (cont.) INEFFECT

for in California Government Code, Section 66499.37. The COUNTY will promptly notify the land divider of any such claim, action, or proceeding against the COUNTY and will cooperate fully in the defense. If the COUNTY fails to promptly notify the land divider of any such claim, action, or proceeding or fails to cooperate fully in the defense, the land divider shall not, thereafter, be responsible to defend, indemnify, or hold harmless the COUNTY.

10. EVERY. 4 MAP - 90 DAYS TO PROTEST INEFFECT

The land divider has 90 days from the date of approval of these conditions to protest, in accordance with the procedures set forth in Government Code Section 66020, the imposition of any and all fees, dedications, reservations and/or other exactions imposed on this project as a result of the approval or conditional approval of this project.

BS GRADE DEPARTMENT

10.BS GRADE. 1 MAP-GIN INTRODUCTION INEFFECT

Improvement such as grading, filling, over excavation and recompaction, and base or paving which require a grading permit are subject to the included Building and Safety Grading Division conditions of approval.

10.BS GRADE. 2 MAP-G1.2 OBEY ALL GDG REGS INEFFECT

All grading shall conform to the Uniform Building Code, Ordinance 457, and all other relevant laws, rules and regulations governing grading in Riverside County and prior to commencing any grading which includes 50 or more cubic yards, the applicant shall obtain a grading permit from the Building & Safety Department.

10.BS GRADE. 3 MAP-G1.3 DISTURBS NEED G/PMT INEFFECT

Ordinance 457 requires a grading permit prior to clearing, grubbing or any top soil disturbances related to construction grading.

10.BS GRADE. 4 MAP-G1.6 DUST CONTROL INEFFECT

All necessary measures to control dust shall be implemented by the developer during grading.

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

10. GENERAL CONDITIONS

10.BS GRADE. 5 MAP-G2.5 2:1 MAX SLOPE RATIO INEFFECT

Grade slopes shall be limited to a maximum steepness ratio of 2:1 (horizontal to vertical) unless otherwise approved.

10.BS GRADE. 6 MAP-G2.8 MINIMUM DRAINAGE GRAD INEFFECT

Minimum drainage grade shall be 1% except on portland cement concrete where 0.35% shall be the minimum.

10.BS GRADE. 8 MAP-G2.10 SLOPE SETBACKS INEFFECT

Observe slope setbacks from buildings and property lines per the Uniform Building Code - as amended by Ordinance 457.

FIRE DEPARTMENT

10.FIRE. 1 MAP-#50-BLUE DOT REFLECTORS INEFFECT

Blue retroreflective pavement markers shall be mounted on private streets, public streets and driveways to indicate location of fire hydrants. Prior to installation, placement of markers must be approved by the Riverside County Fire Department.

10.FIRE. 2 MAP-#15-POTENTIAL FIRE FLOW INEFFECT

The water mains shall be capable of providing a potential fire flow 4000 GPM and an actual fire flow available from any one hydrant shall be 2500 GPM for 2 hour duration at 20 PSI residual operating pressure.

10.FIRE. 3 MAP-#14-COM/RES HYD/SPACING INEFFECT

Approved super fire hydrants, (6"x4"x2 1/2"x2 1/2") shall be located at each street intersection and spaced not more than 330 feet apart in any direction, with no portion of any lot frontage more than 165 feet from a fire hydrant.

FLOOD RI DEPARTMENT

10.FLOOD RI. 8 MAP FLOOD HAZARD RPT INEFFECT

TR 31881 is a proposal to build 122 units of senior housing in the Home Gardens area south of Magnolia Avenue, approximately 1100 feet northeast of Grant Street. The District's Home Gardens Line D-1 is located along the north

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

10. GENERAL CONDITIONS

10.FLOOD RI. 8 MAP FLOOD HAZARD RPT (cont.)

INEFFECT

of the project site, and Grant Street storm drain is located along the south on Marlow Avenue.

The site is located within the Zone "B" shallow flooding area as delineated on Panel No. 060245-0695 of the Flood Insurance Rate Maps issued in conjunction with the National Flood Insurance Program administered by the Federal Emergency Management Agency (FEMA).

Although the site is located within the Zone B floodplain, the nearby mentioned Flood Control facilities should provide protection from normal flooding. Therefore, only nuisance nature local runoff that may traverse portions of the property will occur and the project is considered free from ordinary storm flood hazard. However, a storm of unusual magnitude could cause some damage. New construction should comply with all applicable ordinances.

The site shall be graded to drain to the frontage street (Magnolia Avenue). Home Gardens Line D-1 along Magnolia Avenue will eventually drain all flows towards Arlington Channel.

PLANNING DEPARTMENT

10.PLANNING. 1 MAP - GEO NO. 1364

INEFFECT

County Geologic Report (GEO) No. 1364 was prepared for this project (TR31881) by Sid Geotechnical, Inc and is entitled: " Liquefaction Potential Evaluation, Magnolia Senior Condominiums, Tract Map 31881, Parcels 135-063-016 and 135-063-019, 13330 Magnolia Avenue, Home Gardens, Riverside County, CA," dated August 20, 2004.

GEO No. 1364 concluded:

1.The onsite soils have at least 3.97 safety factor against liquefaction.

2.The soils at the site are not expected to be susceptible to liquefaction or lateral spreading during the design seismic event.

GEO No. 1364 satisfies the requirement for a liquefaction study for Planning/CEQA purposes. GEO No. 1364 is hereby

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

10. GENERAL CONDITIONS

10.PLANNING. 1 MAP - GEO NO. 1364 (cont.) INEFFECT

accepted for Planning purposes. Engineering and other Uniform Building Code parameters where not included as a part of this review or approval. Engineering and other building code parameters will be reviewed and additional comments and/or conditions may be imposed by the Building and Safety Department upon application for grading and/or building permits.

10.PLANNING. 2 MAP - MAP ACT COMPLIANCE INEFFECT

This land division shall comply with the State of California Subdivision Map Act and to all requirements of County Ordinance No. 460, Schedule A, unless modified by the conditions listed herein.

10.PLANNING. 3 MAP - FEES FOR REVIEW INEFFECT

Any subsequent review/approvals required by the conditions of approval, including but not limited to grading or building plan review or review of any mitigation monitoring requirement, shall be reviewed on an hourly basis, or other appropriate fee, as listed in County Ordinance No. 671. Each submittal shall be accompanied with a letter clearly indicating which condition or conditions the submittal is intended to comply with.

10.PLANNING. 4 MAP*- ORIGINAL APPROVAL DATE INEFFECT

The Board of Supervisors approval date of the original tentative map occurred on _____. All determinations of whether the land division is eligible for an extension of time shall be based on this original approval date.

10.PLANNING. 5 MAP - LANDSCAPE MAINTENANCE INEFFECT

The land divider, or any successor-in-interest to the land divider, shall be responsible for maintenance and upkeep of all slopes, landscaped areas and irrigation systems within the land division until such time as those operations are the responsibility of the individual home owners, a homeowners association, or any other successor-in-interest.

10.PLANNING. 9 MAP - OFFSITE SIGNS ORD 679.4 INEFFECT

No offsite subdivision signs advertising this land

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

10. GENERAL CONDITIONS

10.PLANNING. 9 MAP - OFFSITE SIGNS ORD 679.4 (cont.) INEFFECT

Division/development are permitted, other than those allowed under Ordinance No. 679.4. Violation of this condition of approval may result in no further permits of any type being issued for this subdivision until the unpermitted signage is removed.

10.PLANNING. 10 MAP - RES. DESIGN STANDARDS INEFFECT

The design standards for the subject parcel are as follows:

- a. Lots created by this map shall conform to the design standards of the R-6 zone.
- b. The front yard setback is 10 feet.
- c. The rear yard setback is 10 feet, except where a rear yard abuts a street, then the setback shall be the same as the front yard setback, in accordance with Section 21.77 of Ordinance No. 348.
- d. The minimum average width of each lot is 30 feet.
- e. The maximum height of any building is 50 feet.
- f. The minimum parcel size is 5000 square feet.
- g. No more than 50% of the lot shall be covered by structure.
- h. Residential driveway approaches shall be a minimum of 12 feet and a maximum of 30 feet in width, and 20 feet of full height curb is required between driveways within any one property frontage, in accordance with Ord. No. 461, Standard No. 207.

EXCEPT AS ALLOWED BY ORDINANCE NO. 348, THERE SHALL BE NO ENCROACHMENT INTO THE SETBACK.

10.PLANNING. 11 MAP - NPDES COMPLIANCE (1) INEFFECT

Since the project will disturb one (1) acre or more, the land divider/permit holder shall comply with all of the applicable requirements of the National Pollution Discharge Elimination System (NPDES) and shall conform to NPDES Best Management Practices for Stormwater Pollution Prevention Plans during the life of this permit.

10.PLANNING. 12 MAP - ORD NO. 659 (DIF) INEFFECT

Prior to the issuance of either a certificate of occupancy or prior to building permit final inspection, the applicant shall comply with the provisions of Riverside County Ordinance No. 659, which requires the payment of the

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

10. GENERAL CONDITIONS

10.PLANNING. 12 MAP - ORD NO. 659 (DIF) (cont.) INEFFECT

appropriate fee set forth in the Ordinance. Riverside County Ordinance No. 659 has been established to set forth policies, regulations and fees related to the funding and construction of facilities necessary to address the direct and cumulative environmental effects generated by new development projects described and defined in this Ordinance, and it establishes the authorized uses of the fees collected.

The fee shall be paid for each residential unit to be constructed within this land division. In the event Riverside County Ordinance No. 659 is rescinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 659 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required.

10.PLANNING. 13 MAP - ORD 810 OPN SPACE FEE INEFFECT

Prior to the issuance of either a certificate of occupancy or prior to building permit final inspection, the applicant shall comply with the provisions of Riverside County Ordinance No. 810, which requires payment of the appropriate fee set forth in the Ordinance. Riverside County Ordinance No. 810 has been established to set forth policies, regulations and fees related to the funding and acquisition of open space and habitat necessary to address the direct and cumulative environmental effects generated by new development projects described and defined in this Ordinance.

The fee shall be paid for each residential unit to be constructed within this land division.

In the event Riverside County Ordinance No. 810 is rescinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 810 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required.

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

10. GENERAL CONDITIONS

10.PLANNING. 14 MAP - REQUIRED MINOR PLANS INEFFECT

For each of the below listed items, a minor plot plan application shall be submitted and approved by the County Planning Department pursuant to Section 18.30.a. (1) of County Ordinance No. 348 (Plot Plans not subject to the California Environmental Quality Act and not subject to review by any governmental agency other than the Planning Department) along with the current fee.

1. Final Site Development Plan for each phase of development.
2. Model Home Complex Plan shall be filed and approved for each phase if models change between phases. A final site of development plot plan must be approved prior to approval, or concurrent with a Model Home Complex Plan.
3. Landscaping Plan for typical front yard/slopes/open space. These three plans may be applied for separately for the whole tract or for phases.
4. Landscaping plans totally in the road right-of-Way shall be submitted to the Transportation Department only.
5. Each phase shall have a separate wall and fencing plan.
6. Entry monument and gate entry plan.

NOTE: The requirements of the above plot plans may be accomplished as one, or, any combination of multiple plot plans required by these conditions of approval. However, each requirement shall be cleared individually with the applicable plot plan condition of approval in the "PRIOR TO BUILDING PERMIT" (80 series) conditions.

10.PLANNING. 15 MAP - Design Guidelines INEFFECT

The project shall conform to Countywide Design Standards and Guidelines adopted January 13, 2004.

10.PLANNING. 16 MAP - VIABLE LANDSCAPING RECOMMND

All plant materials within landscaped common areas shall be maintained in a viable growth condition throughout the life of this permit. To ensure that this occurs, the Planning Department shall require inspections in accordance with the

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

10. GENERAL CONDITIONS

10.PLANNING. 16 MAP - VIABLE LANDSCAPING (cont.) RECOMMND

Department's Milestone 90 condition entitled "MAP -
LNDSCP/IRRIG INSTALL INS."
EOT1

10.PLANNING. 17 MAP FRONT YARD LANDSCAPING RECOMMND

This condition applies only to Schedule A-D tract maps.
All front yards shall be provided with landscaping and
automatic irrigation as defined by County Ordinance No.
348. Landscaping and Irrigation shall comply with the
Riverside County Guide to California Friendly Landscaping,
and Ordinance No. 859 (as adopted and any amendments
thereto) provided that said ordinance has been amended to
address residential tracts.
EOT1

TRANS DEPARTMENT

10.TRANS. 1 MAP - DRAINAGE 1 INEFFECT

The land divider shall protect downstream properties from
damages caused by alteration of the drainage patterns,
i.e., concentration or diversion of flow. Protection shall
be provided by constructing adequate drainage facilities
including enlarging existing facilities and/or by securing
a drainage easement. All drainage easements shall be shown
on the final map and noted as follows: "Drainage Easement
- no building, obstructions, or encroachments by landfills
are allowed". The protection shall be as approved by the
Transportation Department.

10.TRANS. 2 MAP - DRAINAGE 2 INEFFECT

The land divider shall accept and properly dispose of all
off-site drainage flowing onto or through the site. In the
event the Transportation Department permits the use of
streets for drainage purposes, the provisions of Article XI
of Ordinance No. 460 will apply. Should the quantities
exceed the street capacity or the use of streets be
prohibited for drainage purposes, the subdivider shall
provide adequate drainage facilities and/or appropriate
easements as approved by the Transportation Department.

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

10. GENERAL CONDITIONS

10.TRANS. 4 MAP - NO ADD'L ON-SITE R-O-W INEFFECT

No additional on-site right-of-way shall be required on Magnolia Avenue and Harlow Avenue since adequate right-of-way exists.

10.TRANS. 6 MAP - TS/EXEMPT INEFFECT

The Transportation Department has not required a traffic study for the subject project. It has been determined that the project is exempt from traffic study requirements.

10.TRANS. 7 MAP - STD INTRO 3(ORD 460/461) INEFFECT

With respect to the conditions of approval for the referenced tentative exhibit, the land divider shall provide all street improvements, street improvement plans and/or road dedications set forth herein in accordance with Ordinance 460 and Riverside County Road Improvement Standards (Ordinance 461). It is understood that the tentative map correctly shows acceptable centerline elevations, all existing easements, traveled ways, and drainage courses with appropriate Q's, and that their omission or unacceptability may require the map to be resubmitted for further consideration. These Ordinances and all conditions of approval are essential parts and a requirement occurring in ONE is as binding as though occurring in all. All questions regarding the true meaning of the conditions shall be referred to the Transportation Department.

10.TRANS. 8 MAP - UTILITY INSTALL. 1 INEFFECT

Electrical power, telephone, communication, street lighting, and cable television lines shall be placed underground in accordance with Ordinance 460 and 461. This also applies to existing overhead lines which are 33.6 kilovolts or below along the project frontage and within the project boundaries.

20. PRIOR TO A CERTAIN DATE

PLANNING DEPARTMENT

20.PLANNING. 2 MAP - EXPIRATION DATE MET

The conditionally approved TENTATIVE MAP shall expire three (3) years after the County of Riverside Board of

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

20. PRIOR TO A CERTAIN DATE

20.PLANNING. 2 MAP - EXPIRATION DATE (cont.) MET

Supervisors original approval date, unless extended as provided by County Ordinance No. 460. Action on a minor change and/or revised map request shall not extend the time limits of the originally approved TENTATIVE MAP. A Land Management System (LMS) hold shall be placed on the TENTATIVE MAP, and a LMS hold shall be placed on any subsequent minor change or revised map, which shall be set to take effect on the expiration date. The LMS hold effective date shall be extended in accordance with any permitted extensions of time. The LMS hold shall be downgraded to a LMS notice upon recordation of the the first phase of the TENTATIVE MAP. The LMS hold or notice shall remain in effect until the recordation of the final phase of the TENTATIVE MAP. If the TENTATIVE MAP expires before the recordation of the final phase the LMS hold or notice shall remain in effect and no further FINAL MAP recordation shall be permitted.

40. PRIOR TO PHASING (UNITIZATION)

PLANNING DEPARTMENT

40.PLANNING. 1 MAP - NO PHASING ALLOWED W/O INEFFECT

No phasing of the project will be allowed without an UPH application and approval.

50. PRIOR TO MAP RECORDATION

E HEALTH DEPARTMENT

50.E HEALTH. 1 MAP - WATER PLAN INEFFECT

A water system shall have plans and specifications approved by the water company and the Department of Environmental Health.

50.E HEALTH. 2 MAP - MONEY INEFFECT

Financial arrangements (securities posted) must be made for the water improvement plans and be approved by County Counsel.

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

50. PRIOR TO MAP RECORDATION

50.E HEALTH. 3 MAP - SEWER PLAN - COUNTY INEFFECT

A sewer system shall have mylar plans and specifications as approved by the District, the County Survey Department and the Department of Environmental Health.

50.E HEALTH. 4 MAP - ANNEX FINALIZED INEFFECT

Annexation proceedings must be finalized with the applicable purveyor for sanitation service.

FIRE DEPARTMENT

50.FIRE. 1 MAP-#67-ECS-GATE ENTRANCES INEFFECT

Ecs map must be stamped by the Riverside County Surveyor with the following note: Gate entrances shall be at least two feet wider than the width of the traffic lanes) serving that gate. Any gate providing access from a road to a driveway shall be located at least 35 feet setback from the roadway and shall open to allow a vehicle to stop without obstructing traffic on the road. here a one-way road with a single traffic lane provides access to a gate entrance, a 38 feet turning radius shall be used.

50.FIRE. 2 MAP-#88-ECS-AUTO/MAN GATES INEFFECT

Ecs map must be stamped by the Riverside County Surveyor with the following note: Gate(s) shall be automatic minimum 28 feet in width. Gate access shall be equipped with a rapid entry system. Plans shall be submitted to the Fire Department for approval prior to installation. Automatic/manual gate pins shall be rated with shear pin force, not to exceed 30' pounds. Automatic gates shall be equipped with emergency backup power. Gates activated by the rapid entry system shall remain open until closed by the rapid entry system.

50.FIRE. 3 MAP-#46-WATER PLANS INEFFECT

The applicant or developer shall furnish one copy of the water system plans to the Fire Department for review. Plans shall be signed by a registered civil engineer, containing a Fire Department approval signature block, and shall conform to hydrant type, location, spacing and minimum fire flow. Once plans are signed by the local water company, the originals shall be presented to the Fire Department for signature.

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

50. PRIOR TO MAP RECORDATION

50.FIRE. 4 MAP-#53-ECS-WTR PRIOR/COMBUS INEFFECT

Ecs map must be stamped by the Riverside County Surveyor with the following note: The required water system, including fire hydrants, shall be installed and accepted by the appropriate water agency prior to any combustible building material placed on an individual lot.

PLANNING DEPARTMENT

50.PLANNING. 1 MAP - PREPARE A FINAL MAP MET

After the approval of the TENTATIVE MAP and prior to the expiration of said map, the land divider shall cause the real property included within the TENTATIVE MAP, or any part thereof, to be surveyed and a FINAL MAP thereof prepared in accordance with the current County Transportation Department - Survey Division requirements, the conditionally approved TENTATIVE MAP, and in accordance with Article IX of County Ordinance No. 460.

50.PLANNING. 2 MAP - FINAL MAP PREPARER MET

The FINAL MAP shall be prepared by a licensed land surveyor or registered civil engineer.

50.PLANNING. 8 MAP - QUIMBY FEES (1) INEFFECT

The land divider shall submit to the County Planning Department - Development Review Division a duly and completely executed agreement with the Riverside County Economic Development Agency which demonstrates to the satisfaction of the County that the land divider has provided for the payment of parks and recreation fees and/or dedication of land for the TENTATIVE MAP in accordance with Section 10.35 of County Ordinance No. 460.

50.PLANNING. 29 MAP - FEE BALANCE MET

Prior to recordation, the Planning Department shall determine if the deposit based fees for the TENTATIVE MAP are in a negative balance. If so, any unpaid fees shall be paid by the land divider and/or the land divider's successor-in-interest.

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

50. PRIOR TO MAP RECORDATION

50.PLANNING. 32

MAP - CC&R RES POA COM. AREA

INEFFECT

The land divider shall (a) notify the Planning Department that the following documents shall be shortly, or have been, submitted to the Office of the County Counsel for the review and approval of that office, and (b) the land divider shall submit to the Office of the County Counsel the following documents:

1. A cover letter identifying the project for which approval is sought referencing the Planning Department case number(s) (a copy of this cover letter may be sent to the Planning Department to serve as notification) and identifying one individual to represent the land divider if there are any questions concerning the review of the submitted documents; and

2. One (1) copy AND one (1) original, wet signed, notarized and ready for recordation declaration of covenants, conditions, and restrictions; attached to these documents there shall be included a legal description of the property included within the covenants, conditions and restrictions and a scaled map or diagram of such boundaries, both signed and stamped by a California registered civil engineer or licensed land surveyor; and

3. A sample document conveying title to the purchaser of an individual lot or unit which provides that the declaration of covenants, conditions, and restrictions is incorporated therein by reference; and,

4. A deposit equaling three (3) hours of the current hourly fee for the Review of Covenants, Conditions and Restrictions established pursuant to County Ordinance No. 671 at the time the above referenced documents are submitted to the Office of the County Counsel for review and approval.

The declaration of covenants, conditions and restrictions submitted for review shall a) provide for a minimum term of 60 years, b) provide for the establishment of a property owner's association comprised of the owners of each individual lot or unit as tenants in common, c) provide for the ownership of the common area by either the property owner's association or the owners of each individual lot or unit as tenants in common, d) indicate that the housing units may only be owned and occupied by senior citizens, and e) contain the following provisions verbatim:

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

50. PRIOR TO MAP RECORDATION

50.PLANNING. 32

MAP - CC&R RES POA COM. AREA (cont.)

INEFFECT

"Notwithstanding any provision in this Declaration to the contrary, the following provisions shall apply:

The property owners' association established herein shall manage and continuously maintain the 'common area', more particularly described on Exhibit 'A', attached hereto, and shall not sell or transfer the 'common area' or any part thereof, absent the prior written consent of the Planning Department of the County of Riverside or the County's successor-in-interest.

The property owners' association shall have the right to assess the owners of each individual lot or unit for the reasonable cost of maintaining such 'common area', and shall have the right to lien the property of any such owner who defaults in the payment of a maintenance assessment. An assessment lien, once created, shall be prior to all other liens recorded subsequent to the notice of assessment or other document creating the assessment lien.

This Declaration shall not be terminated, 'substantially' amended, or property deannexed therefrom absent the prior written consent of the Planning Director of the County of Riverside or the County's successor-in-interest. A proposed amendment shall be considered 'substantial' if it affects the extent, usage, or maintenance of the 'common area' established pursuant to the Declaration.

In the event of any conflict between this Declaration and the Articles of Incorporation, the Bylaws, or the property owners' association Rules and Regulations, if any, this Declaration shall control."

Once approved, the copy and the original declaration of covenants, conditions and restrictions shall be forwarded by the Office of the County Counsel to the Planning Department. The Planning Department will retain the one copy for the case file, and forward the wet signed and notarized original declaration of covenants, conditions and restrictions to the County Transportation Department - Survey Division - for safe keeping until the final map is ready for recordation. The County Transportation Department - Survey Division - shall record the original

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

50. PRIOR TO MAP RECORDATION

50.PLANNING. 32 MAP - CC&R RES POA COM. AREA (cont.) (cont.) INEFFECT

declaration of covenants, conditions and restrictions in conjunction with the recordation of the final map.

(This condition was modified by the Planning Commission 12/15/04).)

TRANS DEPARTMENT

50.TRANS. 3 MAP - EXISTING MAINTAINED INEFFECT

Magnolia Avenue is a paved County maintained road and shall be improved with concrete curb-and-gutter located 59 feet from centerline and match up asphalt concrete paving; reconstruction; or resurfacing of existing paving as determined by the Transportation Department within a 66 foot half-width dedicated right-of-way in accordance with Exhibit 'J' of the Countywide Design Guidelines. (59'/66') (modified)

NOTE The improvement plans for Magnolia Avenue shall be coordinated with P/P 834-H.

50.TRANS. 5 MAP - PART-WIDTH INEFFECT

Harlow Avenue is paved and maintained and shall be improved with 29 feet of asphalt concrete pavement within a 44' part-width dedicated right-of-way in accordance with County Standard No. 105, Section A. (18'/30')

NOTE The improvement plans for Harlow Avenue shall be coordinated with P/P 765-A and P/P 789-X.

50.TRANS. 9 MAP - EASEMENT INEFFECT

Any easement not owned by a public utility, public entity or subsidiary, not relocated or eliminated prior to final map approval, shall be delineated on the final map in addition to having the name of the easement holder, and the nature of their interests, shown on the map.

50.TRANS. 10 MAP - ACCESS RESTRICTION INEFFECT

Lot access shall be restricted on Magnolia Avenue and so noted on the final map, with the exception of a 40' wide access openings at each of the two driveways.

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

50. PRIOR TO MAP RECORDATION

50.TRANS. 11 MAP - STRIPING PLAN INEFFECT

A signing and striping plan is required for this project. The applicant shall be responsible for any additional paving and/or striping removal caused by the striping plan. Traffic signing and striping shall be performed by County forces with all incurred costs borne by the applicant, unless otherwise approved by the County Traffic Engineer.

50.TRANS. 15 MAP - LANDSCAPING INEFFECT

The project proponent shall comply in accordance with landscaping requirements within public road rights-of-way, in accordance with Ordinance 461. Landscaping shall be installed within Magnolia Avenue and Harlow Avenue. Landscaping plans shall be submitted on standard County Plan sheet format (24" X 36"). Landscaping plans shall be submitted with the street improvement plans. If landscaping maintenance to be annexed to County Service Area, or Landscaping and Lighting Maintenance District, landscaping plans shall depict ONLY such landscaping, irrigation and related facilities as are to be placed within the public road rights-of-way.

50.TRANS. 16 MAP - ASSESSMENT DIST INEFFECT

Should this project lie within any assessment/benefit district, the applicant shall, prior to recordation, make application for and pay for their reapportionment of the assessments or pay the unit fees in the benefit district unless said fees are deferred to building permit.

50.TRANS. 18 MAP - SOILS 2 INEFFECT

The developer/owner shall submit a preliminary soils and pavement investigation report addressing the construction requirements within the road right-of-way.

50.TRANS. 23 MAP - STREET SWEEPING INEFFECT

The project proponent shall contact the County Service Area (CSA) Project Manager to file an application for annexation or inclusion into CSA for street sweeping; or enter into a similar mechanism as approved by the Transportation Department.

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

50. PRIOR TO MAP RECORDATION

50.TRANS. 24 MAP - STREETLIGHT PLAN INEFFECT

A separate street light plan is required for this project. Street lighting shall be designed in accordance with County Ordinance 460 and Streetlight Specification Chart found in Specification Section 22 of Ordinance 461. For projects within SCE boundaries use County of Riverside Ordinance 461, Standard No's 1000 or 1001. For projects within Imperial Irrigation District (IID) use IID's pole standard.

50.TRANS. 25 MAP - STREET LIGHTS-CSA/L&LMD INEFFECT

The project proponent shall contact the County Service Area (CSA) Project Manager who determines whether the development is within an existing CSA or will require annexation into the CSA.

If the project is outside boundaries of a CSA, the project proponent shall contact the Transportation Department L&LMD 89-1-C Administrator and submit the following:

1. Completed Transportation Department application
2. Appropriate fees for annexation.
3. (2)Sets of street lighting plans approved by Transportation Department.
4. "Streetlight Authorization" form from SCE, IID or other electric provider.

50.TRANS. 27 MAP - LANDSCAPING APP. ANNEX INEFFECT

Landscaping within public road rights-of-way shall comply with Transportation Department standards and require approval by the Transportation Department. Assurance of continuing maintenance is required by filing an application for annexation into a County Service Area, Landscaping and Lighting Maintenance District NO. 89-1-Consolidated and/or Assessment District.

50.TRANS. 28 MAP - GRAFFITI ABATEMENT EOT1 RECOMMND

The project proponent shall file an application for annexation to Landscaping and Lighting Maintenance District No. 89-1-Consolidated for graffiti abatement of walls and other permanent structures along County maintained road rights-of-way.

07/14/08
09:00

Riverside County LMS
CONDITIONS OF APPROVAL

Page: 19

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

50. PRIOR TO MAP RECORDATION

50.TRANS. 29

MAP - UTILITY PLAN EOT1

RECOMMND

Electrical power, telephone, communication, street lighting, and cable television lines shall be designed to be placed underground in accordance with ordinance 460 and 461, or as approved by the Transportation Department. The applicant is responsible for coordinating the work with the serving utility company. This also applies to existing overhead lines which are 33.6 kilovolts or below along the project frontage and between the nearest poles offsite in each direction of the project site. A disposition note describing the above shall be reflected on design improvement plans whenever those plans are required. A written proof for initiating the design and/or application of the relocation issued by the utility company shall be submitted to the Transportation Department for verification purposes.

60. PRIOR TO GRADING PRMT ISSUANCE

BS GRADE DEPARTMENT

60.BS GRADE. 1

MAP-G2.1 GRADING BONDS

INEFFECT

Grading in excess of 199 cubic yards will require performance security to be posted with the Building and Safety Department. Single Family Dwelling units graded one lot per permit and proposing to grade less than 5,000 cubic yards are exempt.

60.BS GRADE. 3

MAP-G2.4GEOTECH/SOILS RPTS

INEFFECT

Geotechnical soils reports, required in order to obtain a grading permit, shall be submitted to the Building and Safety Department's Grading Division for review and approval prior to issuance of a grading permit.

All grading shall be in conformance with the recommendations of the geotechnical/soils reports as approved by Riverside County.*

*The geotechnical/soils, compaction and inspection reports will be reviewed in accordance with the RIVERSIDE COUNTY GEOTECHNICAL GUIDELINES FOR REVIEW OF GEOTECHNICAL AND GEOLOGIC REPORTS.

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

60. PRIOR TO GRADING PRMT ISSUANCE

60.BS GRADE. 4

MAP-G2.7DRNAGE DESIGN Q100

INEFFECT

All grading and drainage shall be designed in accordance with Riverside County Flood Control & Water Conservation District's conditions of approval regarding this application. If not specifically addressed in their conditions, drainage shall be designed to accommodate 100 year storm flows.

Additionally, the Building and Safety Department's conditional approval of this application includes an expectation that the conceptual grading plan reviewed and approved for it complies or can comply with any WQMP (Water Quality Management Plan) required by Riverside County Flood Control and Water Conservation District.

60.BS GRADE. 7

MAP-G2.14OFFSITE GDG ONUS

INEFFECT

Prior to the issuance of a grading permit, it shall be the sole responsibility of the owner/applicant to obtain any and all proposed or required easements and/or permissions necessary to perform the grading herein proposed.

60.BS GRADE. 12

MAP-G1.4 NPDES/SWPPP

INEFFECT

Prior to issuance of any grading or construction permits - whichever comes first - the applicant shall provide the Building and Safety Department evidence of compliance with the following: "Effective March 10, 2003 owner operators of grading or construction projects are required to comply with the N.P.D.E.S. (National Pollutant Discharge Elimination System) requirement to obtain a construction permit from the State Water Resource Control Board (SWRCB). The permit requirement applies to grading and construction sites of "ONE" acre or larger. The owner operator can comply by submitting a "Notice of Intent" (NOI), develop and implement a STORM WATER POLLUTION PREVENTION PLAN (SWPPP) and a monitoring program and reporting plan for the construction site. For additional information and to obtain a copy of the NPDES State Construction Permit contact the SWRCB at (916) 657-1146.

Additionally, at the time the county adopts, as part of any ordinance, regulations specific to the N.P.D.E.S., this project (or subdivision) shall comply with them.

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

60. PRIOR TO GRADING PRMT ISSUANCE

60.BS GRADE. 13 MAP IMPORT/EXPORT INEFFECT

In instances where a grading plan involves import or export, prior to obtaining a grading permit, the applicant shall have obtained approval for the import/export location from the Building and Safety department. If an Environmental Assessment, prior to issuing a grading permit, did not previously approve either location, a Grading Environmental Assessment shall be submitted to the Planning Director and the Environmental Programs Director for review and comment and to the Building and Safety Department Director for approval. Additionally, if the movement of import/export occurs using county roads, review and approval of the haul routes by the Transportation Department will be required.

PLANNING DEPARTMENT

60.PLANNING. 16 MAP - FEE BALANCE INEFFECT

Prior to issuance of grading permits, the Planning Department shall determine if the deposit based fees are in a negative balance. If so, any outstanding fees shall be paid by the applicant/developer.

60.PLANNING. 17 MAP - GRADING PLAN REVIEW INEFFECT

The land divider/permit holder shall cause a plan check application for a grading plan to be submitted to the County T.L.M.A - Land Use Division for review by the County Department of Building and Safety - Grading Division. Said grading plan shall be in conformance with the approved tentative map, in compliance with County Ordinance No. 457, and the conditions of approval for the tentative map.

60.PLANNING. 20 MAP - NPDES COMPLIANCE (2) INEFFECT

Since this project will disturb one (1) or more acres, it will require a National Pollutant Discharge Elimination System (NPDES) Construction General Permit from the State Water Resources Control Board. Clearance for grading shall not be given until either the district or the Department of Building and Safety has determined that the project has complied with the current County requirements regarding the NPDES Construction General Permit.

07/14/08
09:00

Riverside County LMS
CONDITIONS OF APPROVAL

Page: 22

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

60. PRIOR TO GRADING PRMT ISSUANCE

60.PLANNING. 21

MAP*- 30 DAY BUOW PRECONST SUR

INEFFECT

Pursuant to Objective 6 of the Species Account for the Burrowing Owl included in the Western Riverside County Multiple Species Habitat Conservation Plan, within 30 days prior to the issuance of a grading permit, a pre-construction presence/absence survey for the burrowing owl shall be conducted by a qualified biologist and the results of this presence/absence survey shall be provided in writing to the County Biologist. If it is determined that the project site is occupied by the Burrowing Owl, take of "active" nests shall be avoided. However, when the Burrowing Owl is present, active relocation outside of the nesting season (March 1 through August 15) by a qualified biologist shall be required. The County Biologist shall be consulted to determine appropriate translocation sites. Occupation of this species on the project site may result in the need to revise grading plans so that take of "active" nests is avoided or alternatively, a grading permit may be issued once the species has been actively relocated.

80. PRIOR TO BLDG PRMT ISSUANCE

BS GRADE DEPARTMENT

80.BS GRADE. 1

MAP-G3.1NO B/PMT W/O G/PMT

INEFFECT

Prior to issuance of any building permit, the property owner shall obtain a grading permit and/or approval to construct from the Grading Divisin of the Building and Safety Department.

PLANNING DEPARTMENT

80.PLANNING. 1

MAP - ROOF MOUNTED EQUIPMENT

INEFFECT

Roof-mounted mechanical equipment shall not be permitted within the subdivision, however, solar equipment or any other energy saving devices shall be permitted with County Planning Department approval.

80.PLANNING. 3

MAP - UNDERGROUND UTILITIES

INEFFECT

All utility extensions within a lot shall be placed underground.

07/14/08
09:00

Riverside County LMS
CONDITIONS OF APPROVAL

Page: 23

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 4 MAP - ELEVATION & FLOOR PLAN INEFFECT

Elevations and floor plans shall substantially conform to approved Exhibits for ELEVATIONS and FLOORPLANS

80.PLANNING. 5 MAP - COLOR SCHEME INEFFECT

Colors/materials shall conform substantially to those shown on approved Exhibit M.

80.PLANNING. 6 MAP - PARKING SPACES INEFFECT

The project site shall provide a total of 188 parking spaces, in accordance with EXHIBIT A. All parking areas and driveways shall be surfaced with asphaltic concrete to current standards as approved by the Riverside County Department of Building and Safety.

(This condition was modified at Planning Commission 12/15/04.)

80.PLANNING. 7 MAP - CONFORM FINAL SITE PLAN INEFFECT

Final clearance shall be obtained from the County Planning Department - Development Review Division stipulating that the building plans submitted conform to the approved Final Plan of Development.

80.PLANNING. 9 MAP - TRASH ENCLOSURES INEFFECT

rior to the construction of any trash enclosure, a building permit for said enclosure shall be obtained from the County Department of Building and Safety.

80.PLANNING. 12 MAP - SCHOOL MITIGATION INEFFECT

Impacts to the Corona Norco Unified School District shall be mitigated in accordance with California State law.

80.PLANNING. 13 MAP - SUBMIT BUILDING PLANS INEFFECT

The land divider/permit holder shall cause building plans to be submitted to the TLMA - Land Use Division for review by the County Department of Building and Safety - Plan Check Division. Said plans shall be in conformance with the TENTATIVE MAP.

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 14 MAP - FEE BALANCE

INEFFECT

Prior to issuance of building permits, the Planning Department shall determine if the deposit based fees are in a negative balance. If so, any outstanding fees shall be paid by the applicant/developer.

80.PLANNING. 16 MAP - LANDSCAPE PLOT PLAN

INEFFECT

The land divider/permit holder shall file seven (7) sets of a Landscaping and Irrigation Plan to the County Planning Department for review and approval. Said plan shall be submitted to the Department in the form of a plot plan application pursuant to County Ordinance No. 348, Section 18.30.a.(1) (Plot Plans not subject to the California Environmental Quality Act and not subject to review by any governmental agency other than the Planning Department), along with the current fee. The plan shall be in compliance with Section 18.12, Sections 19.300 through 19.304., and the TENTATIVE MAP conditions of approval.

When the proposal is located within the County Service Area (CSA), prior to landscape plan submittal to the Planning Department, the developer/permittee shall show evidence to the Planning Department that the CSA No. 146 has approved said plans.

The plan shall show all common open space areas. The plan shall address all areas and conditions of the tract requiring landscaping and irrigation to be installed including, but not limited to, (slope planting, common area and/or park landscaping, and individual front yard landscaping). Emphasis shall be placed on using plant species that are drought tolerant and low water using. The plans shall provide for the following:

1. Permanent automatic irrigation systems shall be installed on all landscaped areas requiring irrigation. Low water use systems are encouraged.
2. All utility service areas and enclosures shall be screened from view with landscaping and decorative barriers or baffle treatments, as approved by the Planning Department. Utilities shall be placed underground.
3. Any required landscape screening shall be designed to be opaque up to a minimum height of six (6) feet at maturity.

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 16

MAP - LANDSCAPE PLOT PLAN (cont.)

INEFFECT

4. Parkways and landscaped building setbacks shall be landscaped to provide visual screening or a transition into the primary use area of the site. Landscape elements shall include earth berming, ground cover, shrubs, and specimen trees in conjunction with meandering sidewalks, benches, and other pedestrian amenities where appropriate as approved by the Planning Department.

5. Landscaping plans shall incorporate the use of specimen accent trees at key visual focal points within the project.

6. Landscaping plans shall incorporate native and drought tolerant plants where appropriate.

7. All specimen trees and significant rock outcroppings on the subject property intended for retention shall be shown on the project's grading plans. Replacement trees for those to be removed shall also be shown.

8. All trees shall be minimum double-staked. Weaker and/or slow-growing trees shall be steel-staked.

9. Multi-programmable irrigation controllers which have enough programs to break up all irrigation stations into hydro zones shall be used. If practical and feasible, rain shutoff devices shall be employed to prevent irrigation after significant precipitation. Irrigation systems shall be designed so areas which have different water use requirements are not mixed on the same station (hydro zones). Assistance in implementing a schedule based on plant water needs is available from CIMIS or Mobile Lab. The use of drip irrigation should be considered for all planter areas that have a shrub density that will cause excessive spray interference of an overhead irrigation system. Use flow reducers to mitigate broken heads next to sidewalks, streets, and driveways. (BMP S2)

10. Plants with similar water requirements shall be grouped together in order to reduce excessive irrigation runoff and promote surface filtration, where possible. (BMP S3)

NOTES:

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 16 MAP - LANDSCAPE PLOT PLAN (cont.) (cont.) INEFFECT

The Landscape plot plan may include the requirements of any other minor plot plan required by the subdivision conditions of approval. However, minor plot plan conditions of approval shall be cleared individually.

Landscaping plans for areas that are totally within the road right-of-way shall be submitted to the Transportation Department ONLY.

80.PLANNING. 17 MAP - ENTRY MONUMENT PLOT PLAN INEFFECT

The land divider/permit holder shall file four (4) sets of an Entry Monument and Gate plot plan to the County Planning Department for review and approval. Said plan shall be submitted to the Department in the form of a plot plan application pursuant to County Ordinance No. 348, Section 18.30.a.(1) (Plot Plans not subject to the California Environmental Quality Act and not subject to review by any governmental agency other than the Planning Department), along with the current fee. The plan shall be in compliance with Section 18.12, and the TENTATIVE MAP conditions of approval.

The plot plan shall contain the following elements:

1. A color photosimulation of a frontal view of all/the entry monument(s) and gate(s) with landscaping.
2. A plot plan of the entry monuments) and/or gate(s) with landscaping drawn to an engineer's scale. If lighting is planned, the location of lights, their intended direction, and proposed power shall be indicated.
3. An irrigation plan for the entry monument(s) and/or gate(s).

NOTE: The requirements of this plot plan may be incorporated with any minor plot plan required by the conditions of approval for this subdivision. However, this ENTRY MONUMENT and GATES PLAN condition of approval shall be cleared individually.

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 21 MAP - Walls/Fencing Plans

INEFFECT

The land divider/permit holder shall file seven (7) sets of a Wall/Fencing Plan to the County Planning Department for review and approval. Said plan shall be submitted to the Department in the form of a plot plan application pursuant to County Ordinance No. 348, Section 18.30.a.(1) (Plot Plans not subject to the California Environmental Quality Act and not subject to review by any governmental agency other than the Planning Department), along with the current fee. The plan shall be in compliance with Section 18.12, and the TENTATIVE MAP conditions of approval.

A. The plan shall show all project fencing including, but not limited to, perimeter fencing, side and rear yard fencing, and open space or park fencing. A typical frontal view of all fences shall be shown on the fencing plan.

B. All utility service areas and enclosures shall be screened from view with landscaping or decorative barriers or baffle treatments, as approved by the Planning Department.

C. Front yard return walls shall be constructed of masonry (slump stone or material of similar appearance, maintenance, and structural durability) and shall be a minimum of five feet in height.

D. Side yard gates are required on one side of front yard, and shall be constructed of wrought iron, vinyl or tubular steel. Side and rear yard fencing shall be masonry, slump stone or other material of similar appearance, maintenance, and structural durability. Chain link fencing is not permitted. All construction must be of good quality and sufficient durability with an approved stain and/or sealant to minimize water staining. (Applicants shall provide specifications that shall be approved by the Planning Department).

E. All new residences constructed on lots of less than 20,000 square feet shall include rear and side yard fencing constructed of masonry block that is a minimum of five (5) feet in height. The maximum height of walls or fencing shall be six (6) feet in height. In the desert areas, block walls are discouraged on the perimeter in favor of increased setbacks with extensive drought tolerant landscaping, berms and fencing such as split rails.

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 21 MAP - Walls/Fencing Plans (cont.) INEFFECT

F. Except for the desert areas, all lots having rear and/or side yards facing local streets or otherwise open to public view shall have fences or walls constructed of decorative block,

G. Corner lots shall be constructed with wrap-around decorative block wall returns. (Note: exceptions for the desert area discussed above.)

H. Side yard gates are required on one side of the home and shall be constructed of powder-coated wrought iron or tubular steel.

I. Wrought iron or tubular steel fence sections may be included within tracts where view opportunities and/or terrain warrant its use. Where privacy of views is not an issue, tubular steel or wrought iron sections should be constructed in perimeter walls in order to take advantage of casual view opportunities.

80.PLANNING. 22 MAP*- AGENCY CLEARANCE INEFFECT

A clearance letter from Riverside Sherriff's Department shall be provided to the Riverside County Planning Department verifying compliance with the conditions contained in their letter dated July, 27, 2004, summarized as follows:

Project mitigation issues.

80.PLANNING. 23 MAP - PARKING/LANDSCAPING PLAN RECOMMND

Prior to issuance of building permits, seven (7) copies of a Shading, Parking, Landscaping, and Irrigation Plan shall be submitted to and approved by the Planning Department. The location, number, genus, species, and container size of plants shall be shown. Plans shall meet all requirements of the Riverside County Guide to California Friendly Landscaping, and Ordinance No. 348, Sections 18.12, and 19.300 through 19.304 and as specified herein, and Ordinance No. 859 (as adopted and any amendments thereto) provided that said ordinance has been amended to address residential tracts. The irrigation plan shall include a smart controller which is capable of adjusting watering schedule based on weather data. In addition, the plan will incorporate the use of in-line check valves, or sprinkler

07/14/08
09:00

Riverside County LMS
CONDITIONS OF APPROVAL

Page: 29

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 23 MAP - PARKING/LANDSCAPING PLAN (cont.) RECOMMND

heads containing check valves to prohibit low head
drainage.
EOT1

80.PLANNING. 24 MAP - LANDSCAPING SECURITIES RECOMMND

Performance securities, in amounts to be determined by the
Director of Building and Safety to guarantee the
installation of plantings, irrigation system, walls and/or
fences, in accordance with the approved plan, shall be
filed with the Department of Building and Safety.
Securities may require review by County Counsel and other
staff. Permit holder is encouraged to allow adequate time
to ensure that securities are in place. The performance
security may be released one year after structural final,
inspection report, and the One-Year Post Establishment
report confirms that the planting and irrigation components
have been adequately installed and maintained. A cash
security shall be required when the estimated cost is
\$2,500.00 or less.
EOT1

80.PLANNING. 25 MAP - LANDSCAPE INSPECTION DEPOS RECOMMND

Prior to issuance of building permits, the permit holder
shall open a Landscape DBF case and deposit the prevailing
DBF amount to cover the Six Month and One Year Landscape
Inspections. In the event that no Landscape DBF case type
is available through the County, then the applicant shall
open and deposit sufficient funds into an HR case type at
the current prevailing, Board adopted, hourly rate. The
amount of hours for the Six Month and One Year Landscape
Inspections will be determined by the County Planning
Department's Landscape personnel prior to approval of the
requisite Minor Plot Plan for Planting and Irrigation.
EOT1

90. PRIOR TO BLDG FINAL INSPECTION

PLANNING DEPARTMENT

90.PLANNING. 3 MAP - LANDSCAPING COMPLIANCE INEFFECT

The land divider/permit holder's landscape architect or
other state licensed party responsible for preparing the
landscape and irrigation plans shall provide a Compliance

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

90. PRIOR TO BLDG FINAL INSPECTION

90.PLANNING. 3 MAP - LANDSCAPING COMPLIANCE (cont.) INEFFECT

Letter to the County Planning Department and the County Department of Building and Safety stating that the landscape and irrigation system has been installed in compliance with the approved landscaping and irrigation plans. The Compliance letter shall be submitted at least three (3) working days prior to final inspection of the structure or issuance of occupancy permit, whichever comes first.

90.PLANNING. 4 MAP - QUIMBY FEES (2) INEFFECT

The land divider/permit holder shall present certification to the Riverside County Planning Department that payment of parks and recreation fees and/or dedication of land for park use in accordance with Section 10.35 of County Ordinance No. 460 has taken place. Said certification shall be obtained from the Riverside County Economic Development Agency.

90.PLANNING. 5 MAP - CONCRETE DRIVEWAYS INEFFECT

The land divider/permit holder shall cause all driveways to be constructed of cement concrete.

90.PLANNING. 6 MAP - FENCING COMPLIANCE INEFFECT

Fencing shall be provided throughout the subdivision in accordance with the approved final site development plans.

90.PLANNING. 8 MAP - TRASH ENCLOSURES INEFFECT

The land divider/permit holder shall construct one (1) trash enclosure which is adequate to enclose a minimum of one (1) waste bin for the project. Additional enclosed area for the collection of recyclable materials shall be located within, near, or adjacent to each trash enclosure. This recycling collection area shall be a minimum of 50% of the area provided for the trash enclosure(s), or as approved by the County of Riverside Waste Resources Management District. All enclosures, recyclables collections areas, and incidental storage areas should be located away from residential uses and visually screened from surrounding areas with block walls and landscaping. All recycling bins shall be labeled with the universal recycling symbol, and with signage indicating to the users the type of material to be deposited in each bin. All enclosures shall be

07/14/08
09:00

Riverside County LMS
CONDITIONS OF APPROVAL

Page: 31

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

90. PRIOR TO BLDG FINAL INSPECTION

90.PLANNING. 8 MAP - TRASH ENCLOSURES (cont.) INEFFECT

constructed as shown on APPROVED EXHIBIT A prior to the issuance of occupancy permits.

90.PLANNING. 12 MAP - MITIGATION MONITORING INEFFECT

The land divider/permit holder shall prepare and submit a written report to the Riverside County Planning Department demonstrating compliance with all these conditions of approval and mitigation measures of this permit

The Planning Director may require inspection or other monitoring to ensure such compliance.

90.PLANNING. 13 MAP - LNDSACP/IRRIG INSTALL INS RECOMMND

The permit holder's landscape architect responsible for preparing the Landscaping and Irrigation Plans shall arrange for an Installation Inspection with the Planning Department at least fifteen (15) working days prior to final inspection of the structure or issuance of occupancy permit, whichever occurs first. Upon successful completion of the Installation Inspection and compliance with the Planning Department's Milestone 80 conditions entitled "MAP-LANDSCAPING SECURITIES and MAP- LNDSACPE INSPECTION DEPOS," both the County Planning Department's Landscape Inspector and the permit holder's landscape architect shall execute a Certificate of Completion that shall be submitted to the Planning Department and the Department of Building and Safety. Costs associated with the Installation Inspection will be charged to the respective building permit.

EOT1

90.PLANNING. 14 MAP - SPECIMEN TREES REQUIRED RECOMMND

Landscaping plans shall incorporate the use of specimen (24" box or greater) canopy trees long streets and within the parking areas. All trees and shrubs shall be drawn to reflect the average specimen size at 15 years of age. All trees shall be double-staked and secured with non-wire ties.

EOT1

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

90. PRIOR TO BLDG FINAL INSPECTION

90.PLANNING. 15 MAP - COMPLY W/ LNDSCP/IRRIG

RECOMMND

All required landscape planting and irrigation shall have been installed in accordance with approved Landscaping, Irrigation, and Shading Plans, and the Riverside County Guide to California Landscaping, and Ordinance No. 859 (as adopted and any amendments thereto) provided that said ordinance has been amended to address residential tracts. All landscape and irrigation components shall be in a condition acceptable to the Planning Department through the implementation of the Department's Milestone 90 condition entitled "MAP - LNDSCP/IRRIG INSTALL INS." The plants shall be healthy and free of weeds, disease or pests. The irrigation system shall be properly constructed and determined to be in good working order.

EOT1

TRANS DEPARTMENT

90.TRANS. 1 MAP - 80% COMPLETION

INEFFECT

Occupancy releases will not be issued to Building and Safety for any lot exceeding 80% of the total recorded residential lots within any map or phase of map prior to completion of the following improvements:

- a) Primary and Alternate (secondary) access roads shall be completed and paved to finish grade according to the limits indicated in the improvement plans and as noted elsewhere in these conditions.
- b) Interior roads shall be completed and paved to finish grade according to the limits indicated in the improvement plans and as noted elsewhere in these conditions. All curbs, gutters, sidewalks and driveway approaches shall be installed.
- c) Storm drains and flood control facilities shall be completed according to the improvement plans and as noted elsewhere in these conditions. Written confirmation of acceptance for use by the Flood Control District, if applicable, is required.
- d) Water system, including fire hydrants, shall be installed and operational, according to the improvement plans and as noted elsewhere in these conditions. All water valves shall be raised to

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

90. PRIOR TO BLDG FINAL INSPECTION

90.TRANS. 1 MAP - 80% COMPLETION (cont.) INEFFECT

pavement finished grade. Written confirmation of acceptance from water purveyor is required.

e) Sewer system shall be installed and operational, according to the improvement plans and as noted elsewhere in these conditions. All sewer manholes shall be raised to pavement finished grade. Written confirmation of acceptance from sewer purveyor is required.

f) Landscaping and irrigation, water and electrical systems shall be installed and operational in accordance with County Ordinance 461.

90.TRANS. 2 MAP - STREET LIGHTS INSTALL INEFFECT

Install streetlights along the streets associated with development in accordance with the approved street lighting plan and standards of County Ordinance 460 and 461. For projects within Imperial Irrigation District (IID) use (IID's) pole standard.

Street light annexation into L&LMD or similar mechanism as approved by the Transportation Department shall be completed.

It shall be the responsibility of the Developer to ensure that streetlights are energized along the streets of those lots where the Developer is seeking Building Final Inspection (Occupancy).

90.TRANS. 3 MAP - WRCOG TUMF INEFFECT

Prior to the issuance of an occupancy permit, the project proponent shall pay the Transportation Uniform Mitigation Fee (TUMF) in accordance with the fee schedule in effect at the time of issuance, pursuant to Ordinance No. 824.

90.TRANS. 4 MAP - STREET SWEEPING INEFFECT

Street sweeping annexation or inclusion into CSA or similar mechanism as approved by the Transportation Department shall be completed.

07/14/08
09:00

Riverside County LMS
CONDITIONS OF APPROVAL

Page: 34

TRACT MAP Tract #: TR31881

Parcel: 135-063-016

90. PRIOR TO BLDG FINAL INSPECTION

90.TRANS. 5 MAP - GRAFFITI ABATEMENT EOT1 RECOMMND

Prior to issuance of an occupancy permit the project proponent shall complete annexation to Landscaping and Lighting Maintenance District NO. 89-1-Consolidated for graffiti abatement of walls and other permanent structures along County maintained road rights-of-way.

90.TRANS. 6 MAP - LANDSCAPING EOT1 RECOMMND

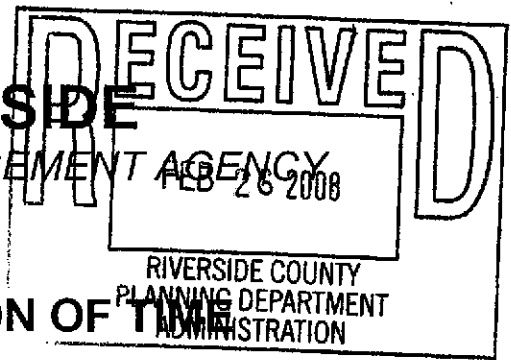
Prior to issuance of an occupancy permit, the project proponent shall complete annexation to Landscaping and Lighting Maintenance District NO. 89-1-Consolidated, County Service Area and/or Assessment District as approved by the Transportation Department for continuous landscape maintenance within for continuous landscape maintenance within public road rights-of-way, in accordance with Ordinance 461.

90.TRANS. 7 MAP - UTILITY INSTALL EOT1 RECOMMND

Electrical power, telephone, communication, street lighting, and cable television lines shall be placed underground in accordance with ordinance 460 and 461, or as approved by the Transportation Department. This also applies to existing overhead lines which are 33.6 kilovolts or below along the project frontage and between the nearest poles offsite in each direction of the project site.

A certificate should be obtained from the pertinent utility company and submitted to the Department of Transportation as proof of completion.

COUNTY OF RIVERSIDE
TRANSPORTATION AND LAND MANAGEMENT AGENCY
Planning Department
Ron Goldman · Planning Director



APPLICATION FOR EXTENSION OF TIME

THIS APPLICATION MUST BE ACCOMPANIED BY APPROPRIATE FILING FEES

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

APPLICATION INFORMATION

CASE NUMBER: 31881 DATE SUBMITTED: 2-27-08

Assessor's Parcel Number(s): 135063016-5, 135063019-8

EXTENSION REQUEST First Second Third Fourth Fifth

Phased Final Map _____ Attach evidence of public improvement or financing expenditures.

NOTE: Land divisions may obtain a maximum of five 1-year extensions of time. Conditional Use Permits and Public Use Permits may obtain extensions of time only to the extent that the period in which to begin substantial construction does not exceed a maximum of three years from the original decision date. Plot Plans may obtain extensions of time only to the extent that the period in which to begin substantial construction does not exceed a maximum of five years from the original decision date. Variances may obtain extensions of time only to the extent that the period in which the variance is to be used does not exceed a maximum of three years from the original decision date, except that a variance in connection with a land division may be used during the same period of time that the land division may be used.

Date of Original Approval: March 15, 2005

Applicant's Name: CVK Property, LLC E-Mail: brockettL@aol.com

Mailing Address: 17300 17th Street, #J-116
Tustin Street 92780
City CA ZIP

Daytime Phone No: (714) 714-1811 Fax No: (714) 832-0055

Property Owner's Name: CVK Property, LLC E-Mail: brockettL@aol.com

Mailing Address: 17300 17th Street, #J-116
Tustin Street 92780
City CA ZIP

Daytime Phone No: (714) 745-1811 Fax No: (714) 832-0055

If the property is owned by more than one person, attach a separate page that reference the application case number and lists the names, mailing addresses, and phone numbers of all persons having an interest in the real property or properties involved in this application.

Riverside Office · 4080 Lemon Street, 9th Floor
P.O. Box 1409, Riverside, California 92502-1409
(951) 955-3200 · Fax (951) 955-3157
Form 295-1018 (08/27/07)

Desert Office · 38686 El Cerrito Road
Palm Desert, California 92211
(760) 863-8277 · Fax (760) 863-7555

Murrieta Office · 39493 Los Alamos Road
Murrieta, California 92563
· Fax (951) 600-6145

APPLICATION FOR EXTENSION OF TIME

The Planning Department will primarily direct communications regarding this application to the person identified above as the Applicant. The Applicant may be the property owner, representative, or other assigned agent.

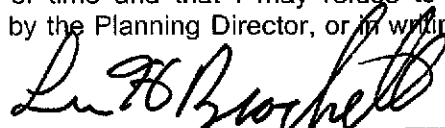
All approvals of extension of time must be consistent with the pertinent elements of the Riverside County General Plan, the Riverside County Land Use Ordinance (Ordinance No. 348), and the Multiple Species Habitat Conservation Plan (MSHCP).

An extension of time for a land division based on the filing of a phased final map shall not be granted unless the Planning Department determines that the requisite funds have been expanded to construct, improve, or finance the construction of public improvements outside the boundaries of the land division. Any other extension of time for a land division shall not be granted unless the land division conforms to the Comprehensive General Plan, is consistent with existing zoning, conforms to the currently applicable schedule of improvements specified by the Riverside County Land Division Ordinance (Ordinance No. 348) and does not affect the general health, safety, and welfare of the public. If required to bring the subject land division into conformance with current general plan, Ordinance No. 460 and public health, safety, and welfare requirements, additional conditions of approval may be imposed upon approval of an extension of time request.

I hereby request an extension of time for the above referenced project, and I acknowledge that if the basis for extension is something other than the filing of a phased final map, additional conditions of approval may be imposed upon approval of the extension of time and that I may refuse to accept additional conditions of approval only in writing prior to action by the Planning Director, or in writing or in person prior to action by the Planning Commission.

Lee H. Brockett

PRINTED NAME OF APPLICANT



SIGNATURE OF APPLICANT

AUTHORITY FOR THIS APPLICATION IS HEREBY GIVEN:

I certify that I am/we are the record owner(s) or authorized agent and that the information filed is true and correct to the best of my knowledge. An authorized agent must submit a letter from the owner(s) indicating authority to sign the application on the owner's behalf.

All signatures must be originals ("wet-signed"). Photocopies of signatures are not acceptable.

CVK Property, LLC

PRINTED NAME OF PROPERTY OWNER(S)



SIGNATURE OF PROPERTY OWNER(S)

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

If the subject property is owned by persons who have not signed as owners above, attach a separate sheet that references the application case number and lists the printed names and signatures of all persons having an interest in the property.

