

April 26, 2013

TO: Mayor and City Council  
Planning Commission  
City Manager

From: Jeffery W. Gibson, Community Development Director

SUBJECT: Community Development Director Action for Following Request(s) for the week of **April 22 - 26, 2013.**

**EVENTS:**

**Applicant:** Sheek Ulhaq, representing **Warehouse Discount Center** **APPROVED**  
04/23/13  
**Case No.:** EVN13-00024  
**Location:** 20901 Hawthorne Boulevard  
**Zoning:** H-PR  
**Summary:** Request for an Administrative Approval to allow for a promotional outdoor event to include a 10'x10' tent and BBQ cooking on 04/28/13 from 10:00AM-5:00PM on property located in the H-PR Zone at 20901 Hawthorne Boulevard.

**Applicant:** Ellen Ing, representing **Faith United Methodist Church** **APPROVED**  
04/25/13  
**Case No.:** EVN13-00016  
**Location:** 2115 W. 182<sup>nd</sup> Street  
**Zoning:** C-3  
**Summary:** Request for an Administrative Approval to allow for an annual "Matsuri of Faith" church festival fundraiser, outdoor worship service event on 05/18/13 from 8:00AM-9:00PM and on 05/19/13 from 9:00AM-1:00PM on property located in the C-3 Zone at 2115 W. 182<sup>nd</sup> Street.

**Applicant:** Kimberly Robinson, representing **Vanguard Surf LLC** **APPROVED**  
04/26/13  
**Case No.:** EVN13-00025  
**Location:** 5205 Pacific Coast Highway, Unit C  
**Zoning:** C-2  
**Summary:** Request for an Administrative Approval to allow for a promotional outdoor event & sale, to include amplified sound, community welcome, giveaways, and games on 05/05/13 from 12:00PM-5:00PM on property located in the C-2 Zone at 5205 Pacific Coast Highway, Unit C.

**MINOR DEVELOPMENT PERMIT:**

**Applicant:** Will Basilio (Island Properties LP, Bruce Ellison) **APPROVED**  
**Case No.:** MDP13-00004 04/22/13  
**Location:** 24247 Hawthorne Boulevard  
**Zoning:** HBCSP (WT)  
**Summary:** Request for an Administrative Approval of a Minor Development Permit to allow first and second story additions of 507 square feet and related exterior renovations to an existing two-story commercial building on property located in the HBCSP (WT) Zone at 24247 Hawthorne Boulevard.

**MISCELLANEOUS PERMIT:**

**Applicant:** K. K. Chang AIA **APPROVED**  
(Ching-Hung & Mei –Ying Trust and Mei Hwa Chen Trust) 04/22/13  
**Case No.:** MIS12-00331  
**Location:** 4215-4315 Pacific Coast Highway  
**Zoning:** C-2  
**Summary:** Request for an Administrative Approval of a Minor Modification to a previously approved Precise Plan of Development (PP70-12) to allow façade changes for all buildings in the shopping center and parking lot improvements on properties located in the C-2 Zone at 4215-4315 Pacific Coast Highway.

**Applicant:** Sprint PCS **APPROVED**  
(Sepulveda Holdings, LLC) 04/25/13  
**Case No.:** MIS13-00087  
**Location:** 3812 Sepulveda Boulevard  
**Zoning:** HBCSP-DA2 Sub District  
**Summary:** Request for an Administrative Approval of a Minor Modification of a previously approved Satellite Antenna Permit (SAT96-0004) to replace existing rooftop antennas and equipment on property located in the HBCSP-DA2 Sub District Zone at 3812 Sepulveda Boulevard.

**Applicant:** Azrao Investments LLC **APPROVED**  
**Case No.:** MIS13-00121 04/25/13  
**Location:** 20790 Hawthorne Boulevard  
**Zoning:** HBCSP-PR  
**Summary:** Request for an Administrative Approval of a Time Extension for a previously approved Conditional Use Permit (CUP12-00008), Development Permit (DVP12-00005) and Waiver (WAV12-00006) to allow additions to an existing commercial building and the operation of a new take-out restaurant, in conjunction with a Waiver of the southerly side setback on property located in the HBCSP-PR Zone at 20790 Hawthorne Boulevard.

**MISCELLANEOUS PERMIT:**

**Applicant:** Joe Marca / Marcatects, DCH California **APPROVED**  
Investments LLC (City of Torrance) 04/26/13  
**Case No.:** MIS12-00339  
**Location:** 2955 Pacific Coast Highway  
**Zoning:** C-3  
**Summary:** Request for an Administrative Approval to allow a Minor Modification of various previously approved entitlements (CUP70-10E, CUP74-30, CUP74-30 MOD, MIS94-00209) to allow a 1,539 square foot office addition to an existing automobile dealership building, with attached 4,022 square foot service reception canopy, façade changes to all buildings, related parking lot reconfiguration and new driveway on property located in the C-3 Zone at 2955 Pacific Coast Highway.

**SATELLITE ANTENNA PERMIT:**

**Applicant:** Crown Castle **APPROVED**  
Case No.: SAT12-00003 04/23/13  
**Location:** Right-of-Way adjacent to 24900 Hawthorne Boulevard  
**Zoning:** H-WT (Hillside)  
**Summary:** Request for an Administrative Approval of a Telecom Permit to allow the collocation of a microcellular node, antennas and auxiliary equipment on a utility pole on property within the public right-of-way along the east side of Hawthorne Boulevard adjacent to 24900 Hawthorne Boulevard.

**Applicant:** AT&T Mobility **APPROVED**  
(Inspired Ventures, LLC) 04/25/13  
**Case No.:** SAT13-00003, MIS13-00097  
**Location:** 2545 190<sup>th</sup> Street  
**Zoning:** M-2 (Heavy Manufacturing District)  
**Summary:** Request for an Administrative Approval of a Minor Modification of a previously approved Satellite Antennae Permit (SAT04-00004) to upgrade six antennas to twelve on property located in the M-2 (Heavy Manufacturing District) Zone at 2545 190<sup>th</sup> Street.



**City of Torrance, Community Development Department** Jeffery W. Gibson, Director  
 3031 Torrance Blvd., Torrance, CA 90503, Phone (310) 618-5990 Fax (310) 618-5829

**TEMPORARY PARKING LOT EVENT PERMIT APPLICATION**

Parts I, II, and III to be completed by the Applicant. Please print or type.

**I. BUSINESS OWNER INFORMATION/PROPOSED EVENT LOCATION**

Name of Applicant				SHEEK ULHAQ			
Name of Business				WAREHOUSE DISCOUNT CENTER			
Property Address (proposed parking lot event location)		City		State		Zip Code	
20901 HAWTHORNE BLVD.		TORRANCE		CA		90503	
Name of Business Owner				[REDACTED]			
Mailing Address (if different from above)				[REDACTED]			

RECEIVED

APR 16 2013

FIRE PREVENTION

**II. EVENT AND SITE INFORMATION**

Check type of approval requested:

- Promotional Outdoor Event
- Outdoor Gathering Of People
- Includes Amplified Sound
- Pumpkin Sales Lot
- Christmas Tree Sales Lot
- Other (Please Describe):

RECEIVED  
 APR 15 2013  
 CITY OF TORRANCE  
 COMMUNITY DEVELOPMENT DEPT.

Describe the proposed event: 10' X 10' TENT WITH BBQ.  
PORTABLE BBQ COOKING

Date(s) and Hours of event:

Date:	From: 4/28/13	To: 4/28/13	Hours:	From: 10 AM	To: 5 PM
Set Up Date(s):	From:	To:	Clean Up Date:		

Site Information:

Zoning	Total Lot Area (in sq. ft)	Total Number of Parking Spaces On-Site	Number Parking Spaces Displaced by the Event
H-PR	113,400	46	2

**III. STANDARDS AND REQUIREMENTS**

By signing this application form, I as the business owner and/or the property owner, hereby acknowledge that I have read and agree to comply with all applicable City standards regulating the proposed temporary use(s) and the following conditions of approval:

- a) No person will use any existing parking lot for a temporary parking lot sales event or a temporary parking lot special event, as defined in Sections 91.2.165 and 91.2.166 respectively, without first obtaining the prior approval of a Temporary Parking Lot Event Permit.
- b) The location of the proposed event is within an existing parking lot area and is being held by a permanent on-site business.
- c) The proposed event will not disrupt circulation of traffic within the parking lot or within the vicinity as determined by consideration of the location and design of on-site driveways; the on-site parking and circulation, including pedestrian movements; and the on-site lighting and traffic signage in relation to the location of the proposed parking lot event.

- d) The proposed event will not be materially detrimental to the public welfare or to the property of other persons located in the vicinity.
- e) The proposed event will not cover more than ten percent of the required parking spaces.
- f) The proposed event will not cause a shortage of parking for or restrict access to the existing uses.
- g) The business establishment proposing the event has not exceeded the maximum allowable number of four events per business establishment per calendar year.
- h) There are no other temporary parking lot sales or special events occurring on the same parking lot and during the same time period.
- i) All temporary structures, equipment and debris will be removed and the parking lot area will be cleaned and restored to its original condition within one calendar day immediately following the last effective date of the approval for the event.
- j) The operation of a pumpkin or a Christmas tree sales lot will conform to the requirements of Subsections c) and d) 2 through d) 5 of Section 92.2.9 regulating pumpkin and Christmas tree sales on vacant property (summarized below).
- k) The Community Development Director may impose additional conditions to the approval of the Temporary Parking Lot Event Permit to insure the preservation of the public peace, safety, health, and general welfare.
- l) Any violations of Section 91.3.7, other applicable Sections of the Torrance Municipal Code, and/or conditions of approval may result in enforcement actions, immediate suspension of the issued Temporary Parking Lot Event Permit and the denial of an application for such future event permits by the operator and/or the property owner.

**Additional requirement for pumpkins or Christmas trees sales:**

- a) No permit will be issued prior to September 1<sup>st</sup> for a pumpkin lot and November 1<sup>st</sup> for Christmas tree lot.
- b) Site preparation and set up for the sales lot will not commence prior to September 20<sup>th</sup> for a pumpkin sales lot, and November 15<sup>th</sup> for a Christmas tree sales lot.
- c) Sales operations to the public for a pumpkin lot will begin no earlier than October 10<sup>th</sup> and end no later than October 31<sup>st</sup>.
- d) Sales operations to the public for a Christmas tree lot will begin no earlier than December 1<sup>st</sup> and end no later than December 25<sup>th</sup>.
- e) The proposed sales operation is conducted between the hours of 9:00 a.m. to 10:00 p.m. daily.

APPLICANT		BUSINESS OWNER AND/OR PROPERTY OWNER	
Print Name of Applicant	SHEEK ULHAQ	Print Name of Business Owner and/or Property Owner	WAREHOUSE DISCOUT CENTER
Mailing Address	City, State, Zip 20901 Hawthorne Blvd. TORRANCE CA 90503	Mailing Address	City, State, Zip 20901 Hawthorne Blvd. Torrance CA 90503
Contact Phone Number	[REDACTED]	Contact Phone Number	[REDACTED]
Signature	Date 4/15/13	Signature	Date 4/15/13

**IV. FOR CITY USE ONLY – DO NOT WRITE BELOW THIS LINE**

Plot Plan Attached     Other Information Attached:

Application/Case No. EVN13-00024	Date of Acceptance 4/15/13	Fee Amount \$219	Accepted By: P. Scree
-------------------------------------	-------------------------------	---------------------	--------------------------

<b>Fire</b>	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input checked="" type="checkbox"/> See Remarks	By: [REDACTED]	Date: 4/16/13
<b>Building</b>	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input checked="" type="checkbox"/> See Remarks	By: [REDACTED]	Date: 4/16/13
<b>Environmental</b>	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input checked="" type="checkbox"/> See Remarks	By: [REDACTED]	Date: 4/16/13

Please log comments in Permit Plan

REMARKS	
Fire	Do Not Obstruct Fire Access or Equipment. An open flame devices shall be 10' away from combustible materials.
Building	- ALL TENTS LARGER THAN 10'x12' REQUIRE SAFETY INSPECTIONS - NO OBSTRUCTIONS ALLOWED @ ANY H.C. PARKING & PATHS.
Environmental	PLEASE GIVE applicant a copy of the Environmental requirements noted in "Conditions" in permit plan.

**STAFF ASSESSMENT AND RECOMMENDATION (COMMUNITY DEVELOPMENT DEPARTMENT)**

- The applicant has satisfied all the standards and requirements of the Permit. Therefore staff recommends approval of the Temporary Parking Lot Event Permit subject to the Standards and Requirements contained in Section III of this approval.
- The application does not meet the standards and requirements for issuance of a Temporary Parking Lot Event Permit and therefore staff recommends denial. The following standards/requirements were not met:

All activities to be conducted in noted areas)  
 No illegal signs, banners, balloons etc.  
 No blocking of handicap access  
 No encroachment into public right-of-way  
 Site to be returned to previous state.

Assessment Made By:	
Name <i>Peerasel Sweeney</i>	Title <i>Planning Assistant</i>
Recommended By:	
Name <i>Danny Santana</i>	Title <i>Senior Planner</i>

**COMMUNITY DEVELOPMENT DIRECTOR APPROVAL**

This request for a Seasonal Sales Permit is:  
 Approved     Denied    Temporary Parking Lot Permit Number: EVN13-00024

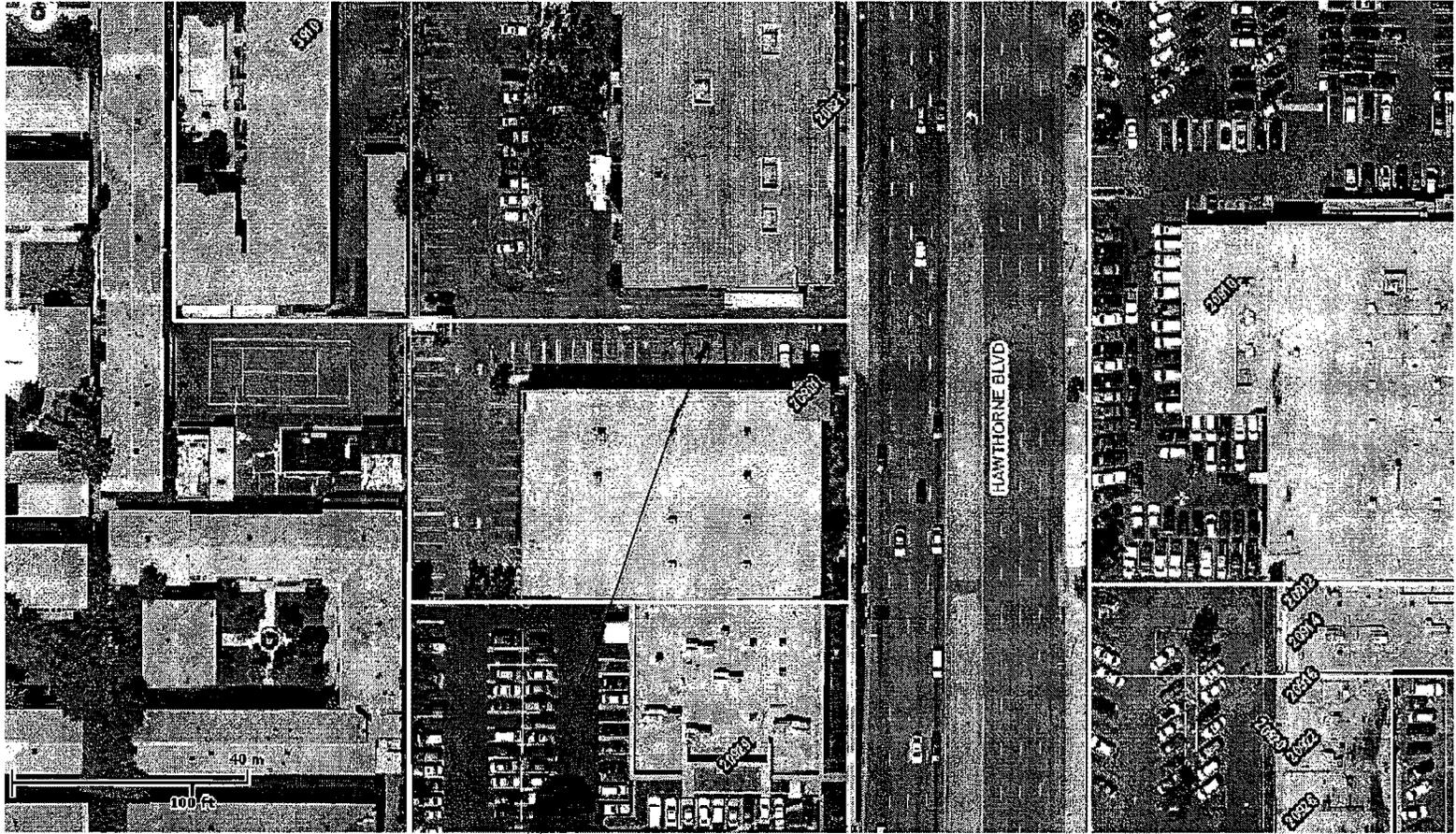


*23 April 13*  
 Date:

Decisions by the Community Development Director pertaining to a Temporary Parking Permit Lot Event Permit are appealable to the Planning Commission within five (5) calendar days following the above date of approval or denial.

# City of Torrance GIS

## Aerial Photo Viewing



Copyright, City of Torrance, 2011; LARIAC, 2011 Mon Apr 15 2013 03:24:35 PM.

PROPERTY ADDRESS: 20901 Hawthorne Blvd

TORRANCE, CA 90503

20' Away from the Tent.

→ 2 PARKING SPACES 10'x10' Tent.



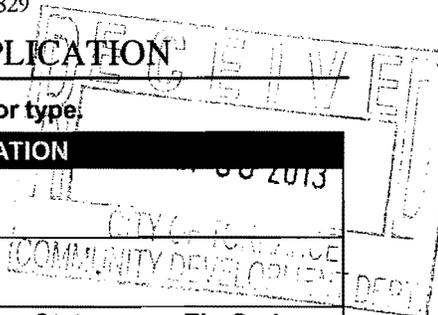
EVN13-00016

City of Torrance, Community Development Department  
3031 Torrance Blvd., Torrance, CA 90503, Phone (310) 618-5990 Fax (310) 618-5829

Jeffery W. Gibson, Director

### TEMPORARY PARKING LOT EVENT PERMIT APPLICATION

Parts I, II, and III to be completed by the Applicant. Please print or type.



#### I. BUSINESS OWNER INFORMATION/PROPOSED EVENT LOCATION

<b>Name of Applicant</b> Faith United Methodist Church			
<b>Name of Business</b> Religious			
<b>Property Address (proposed parking lot event location)</b> 2115 W. 182nd Street	<b>City</b> Torrance	<b>State</b> CA	<b>Zip Code</b> 90504
<b>Name of Business Owner</b> Faith United Methodist Church	<b>Contact Phone Number</b> [REDACTED]	<b>Email</b> [REDACTED]@sbcg[REDACTED].com	
<b>Mailing Address (if different from above)</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>

#### II. EVENT AND SITE INFORMATION

Check type of approval requested:

- Promotional Outdoor Event
- Outdoor Gathering Of People
- Includes Amplified Sound
- Pumpkin Sales Lot
- Christmas Tree Sales Lot
- Other (Please Describe): Church Festival/Outreach Fundraiser
- Security # of Guards \_\_\_\_\_
- Armed (Y/N) \_\_\_\_\_

Describe the proposed event: See attached letter

Date(s) and Hours of event:

Date:	From: Sat. 5/18/13	To: Sun. 5/19/13	Hours:	From: SAT: 8am - 9pm / SUN: 9am - 1pm	To:
Set Up Date(s):	From: Tues. 5/14/13	To: Sun. 5/19/13	Clean Up Date:	SUN. 5/19/13	

Site Information:

Zoning C-3	Total Lot Area (in sq. ft) 56,000 SF	Total Number of Parking Spaces On-Site 99	Number Parking Spaces Displaced by the Event 80
---------------	---	--	--

#### III. STANDARDS AND REQUIREMENTS

By signing this application form, I as the business owner and/or the property owner, hereby acknowledge that I have read and agree to comply with all applicable City standards regulating the proposed temporary use(s) and the following conditions of approval:

- a) No person will use any existing parking lot for a temporary parking lot sales event or a temporary parking lot special event, as defined in Sections 91.2.165 and 91.2.166 respectively, without first obtaining the prior approval of a Temporary Parking Lot Event Permit.
- b) The location of the proposed event is within an existing parking lot area and is being held by a permanent on-site business.
- c) The proposed event will not disrupt circulation of traffic within the parking lot or within the vicinity as determined by consideration of the location and design of on-site driveways; the on-site parking and circulation, including pedestrian movements; and the on-site lighting and traffic signage in relation to the location of the proposed parking lot event.

- d) The proposed event will not be materially detrimental to the public welfare or to the property of other persons located in the vicinity.
- e) The proposed event will not cover more than ten percent of the required parking spaces.
- f) The proposed event will not cause a shortage of parking for or restrict access to the existing uses.
- g) The business establishment proposing the event has not exceeded the maximum allowable number of four events per business establishment per calendar year.
- h) There are no other temporary parking lot sales or special events occurring on the same parking lot and during the same time period.
- i) All temporary structures, equipment and debris will be removed and the parking lot area will be cleaned and restored to its original condition within one calendar day immediately following the last effective date of the approval for the event.
- j) The operation of a pumpkin or a Christmas tree sales lot will conform to the requirements of Subsections c) and d) 2 through d) 5 of Section 92.2.9 regulating pumpkin and Christmas tree sales on vacant property (summarized below).
- k) The Community Development Director may impose additional conditions to the approval of the Temporary Parking Lot Event Permit to insure the preservation of the public peace, safety, health, and general welfare.
- l) Any violations of Section 93.1.7, other applicable Sections of the Torrance Municipal Code, and/or conditions of approval may result in enforcement actions, immediate suspension of the issued Temporary Parking Lot Event Permit and the denial of an application for such future event permits by the operator and/or the property owner.

**Additional requirement for pumpkins or Christmas trees sales:**

- a) No permit will be issued prior to September 1<sup>st</sup> for a pumpkin lot and November 1<sup>st</sup> for Christmas tree lot.
- b) Site preparation and set up for the sales lot will not commence prior to September 20<sup>th</sup> for a pumpkin sales lot, and November 15<sup>th</sup> for a Christmas tree sales lot.
- c) Sales operations to the public for a pumpkin lot will begin no earlier than October 10<sup>th</sup> and end no later than October 31<sup>st</sup>.
- d) Sales operations to the public for a Christmas tree lot will begin no earlier than the day after Thanksgiving and end no later than December 25<sup>th</sup>.
- e) The proposed sales operation is conducted between the hours of 9:00 a.m. to 10:00 p.m. daily.



APPLICANT		BUSINESS OWNER AND/OR PROPERTY OWNER	
Print Name of Applicant Ellen Ing		Print Name of Business Owner and/or Property Owner Faith United Methodist Church	
Mailing Address 2115 W. 182nd Street Torrance, CA 90504		Mailing Address 2115 W. 182nd Street Torrance, CA 90504	
Contact Phone Number	Email	Contact Phone Number	Email
Signature	Date 2/28/13	Signature * SEE ATTACHED LETTER	Date

**IV. FOR CITY USE ONLY - DO NOT WRITE BELOW THIS LINE**

Plot Plan Attached  Other Information Attached: LETTER / REQUEST FOR FEE WAIVER

Application/Case No. EVN 13-00016	Date of Acceptance 3/20/13	Fee Amount FEE WAIVER	Accepted By: O. GRAHAM
--------------------------------------	-------------------------------	--------------------------	---------------------------

Fire	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input checked="" type="checkbox"/> See Remarks	By: [Redacted]	Date: 4/1/13
Building	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> See Remarks	By: [Redacted]	Date: 3/26/13
Environmental	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input checked="" type="checkbox"/> See Remarks	By: [Redacted]	Date: 3/21/13
Police	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> See Remarks	By: [Redacted]	Date: _____

REMARKS	
Please log comments in Permit Plan	
Fire	FIRE TOWER PERMIT REQUIRED. DO NOT OBSTRUCT FIRE ACCESS OR EQUIPMENT
Building	TENTS LARGER THAN 10' X 12' REQUIRE SAFETY INSP. PERMITS. NO OBSTRUCTION ALLOWED @ ANY H.C. PATHS.
Environmental	SEE COMMENTS IN PERMIT PLAN.
Police	

**STAFF ASSESSMENT AND RECOMMENDATION (COMMUNITY DEVELOPMENT DEPARTMENT)**

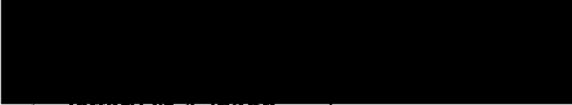
- The applicant has satisfied all the standards and requirements of the Permit. Therefore staff recommends approval of the Temporary Parking Lot Event Permit subject to the Standards and Requirements contained in Section III of this approval.
- The application does not meet the standards and requirements for issuance of a Temporary Parking Lot Event Permit and therefore staff recommends denial. The following standards/requirements were not met:

- ALL ACTIVITIES TO BE CONTAINED WITHIN NOTED AREAS.  
 - SITE TO BE RETURNED TO STATE PRIOR TO EVENT.  
 - NO ENCRoACHMENT INTO ADA ACCESSIBLE PARKING SPACES AND PATHS OF TRAVEL.

Assessment Made By:	
Name O. GRAHAM	Title PLANNING ASSISTANT
Recommended By:	
Name [REDACTED]	Title Planning Manager

**COMMUNITY DEVELOPMENT DIRECTOR APPROVAL**

This request for a Seasonal Sales Permit is:  
 Approved     Denied    Temporary Parking Lot Permit Number: EVN13-00014



25 April 13  
 Date:

Jenery W. Gibson  
 Community Development Director

Decisions by the Community Development Director pertaining to a Temporary Parking Permit Lot Event Permit are appealable to the Planning Commission within five (5) calendar days following the above date of approval or denial.

March 4, 2013

City of Torrance  
Community Development  
3031 Torrance Blvd  
Torrance, CA 90509



2115 West 182nd Street  
P.O. Box 6830  
Torrance, CA 90504-0830  
T (310) 217-7000  
F (310) 217-0571  
E faith90504@sbcglobal.net

**Re: Request for Administrative Approval to hold Two (2) Day  
Festival "Matsuri of Faith" on Sat., May 18, 2013 - 8:00am to 9:00 pm and  
Sunday, May 19, 2013 - 9:00am to 1:00pm  
Request to Waive Permit Application Fees**

Dear Sir,

Greetings! It is again time to begin planning the annual church festival and fundraiser for **Faith United Methodist Church**, which we call "**Matsuri of Faith**". The goal of this event is to outreach to the community as well as being one of our major fundraisers of the year. As we did last year, our Matsuri of Faith will be a two (2) day celebration, the first day being a community event with the second day being an outdoor worship service for our church members.

As in the past festivals, we desire to locate most of the food, craft and entertainment outside in the parking area. Our church property has 99 parking spaces available. Out of this amount, 80 spaces will be used by various booths and seating areas. The remaining 19 spaces will be used for parking. Also, as in the years past, we are arranging for off-site parking *for both days at a nearby lot*. Permission to park at Hamilton Adult School on both days have been obtained and is included with this application. All this should insure that the event will not disrupt on-site circulation or be detrimental to other businesses or properties in the vicinity.

The following is enclosed for your review:

1. Temporary Parking Lot Event Permit Application.
2. Plot Plan (4 copies).
3. Parking Authorization from Torrance Unified School District to use the parking lot at Hamilton Adult School.
4. Parking layout of Hamilton Adult School attached.
- 5.

As a non-profit organization we understand that the City of Torrance might be willing to waive any application fees that might ordinarily be assessed.

We thank you for your consideration of our request and hope you might join us for this celebration. If you have any questions, please feel free to contact our church office administrator, Ellen Ing.

Grace and Peace,

A handwritten signature in black ink, appearing to read "Kenneth Suhr", written over a horizontal line.

Rev. Kenneth Suhr  
Senior Minister, Faith UMC



Google

Hamilton Adult Education Center Parking  
2606 West 182nd Street  
Torrance, CA 90504

To see all the details that are visible on the screen, use the "Print" link next to the map.





2013 Matsuri  
Layout Key

**Booths and Work Stations** ○

- ① TicketBooth/Info/Hosp/First Aid
- 2 Yaki Soba Sales
- 3 Chicken Sales
- 4 Tri-Tip Sales
- 5 Lumpia *2 Propane Deep Fryers*
- 6 Lau Lau Sales
- 7 Watermelon
- 8 Drinks
- 9-11 Gourmet Dog/Tamales  
*Electrical: 3 crockpot,  
1 Propane Burner, 1 BBQ*
- 12 Corn *2 Propane Burners*
- 13 Faith In Action
- 14 Flowers
- 15 Chicken & Tri-Tip Assembly  
*Electrical: Knife Sharpener  
2 crockpots (Chicken)  
1 crockpot (Tri-tip)  
4BBQ (Chicken), 1 Smoker (Tri-tip)*
- 16 Malasala Sales
- 17/18
- 19 Plants
- 20 Produce
- 21 Host (Entertainers)
- 22 Stage (with 20'x30' Canopy on  
truss system)
- 23 Stage Controls *Electrical*
- 24 Door Prizes
- 25 Games *Electrical for Bombeer,  
120V-100' extension*
- 26 Prize Booth (Games)
- 27 Malasa cooking area  
*Equip supplied by others*
- 28 Yaki Soba cooking area  
*Equip supplied by others*
- 29 Hot Drinks  
*Electrical: (2) 15 amps ca.*
- 30 Shave Ice *2 shave ice machines*
- 31 Lumpia Cooking Area  
*2 Deep Fryers*
- Kit Udon,/Curry Rice (Kitchen)
- 32 Spam Musubi Prep *1 BBQ*
- 33 Chirashi Rice Prep
- 34 Inari Sushi Prep *1 Propane Burner*

- 35 Bake Sale
- 36 Silent Auction/The Little Store
- 37 Rice n Things

**Canopies/Tents** ◊

Rentals unless indicated otherwise. Fire Rating available on all Rentals.

- ① 20'x40' canopy no sides
- 2 10'x60' canopy w/3 sides
- 3 10' x 40' canopy w/3 sides
- 4 10' x 20' canopy w 1 side at rear  
(divide into 3 parts)
- 5 10' x 20' with 3 sides
- 6 10'x10' canopy no sides
- 7 10'x10 Pagoda
- 8 10'x50' canopy with 3 sides
- 9 20' x 30' mesh canopy on truss  
system over stage
- 10 10'x20' canopy no sides

**Other** □

- ① Barriers
- 2 Tables
- 3 Propane BBQ's
- 4 Propane Gas Burners
- 5 Reserved Parking (Purchasing/Ice)
- 6 Propane Burners (supplied by  
others)
- 7 Smoker
- 8 Deep Fryers (propane)
- 9 Wind Break Barriers

Note: Total tables: 62 at interior  
100 at exterior  
48 existing (approx)



**City of Torrance, Community Development Department**  
 3031 Torrance Blvd., Torrance, CA 90503, Phone (310) 618-5990 Fax (310) 618-5829

**EVN 13-00025**  
 Jeffery W. Gibson, Director

**TEMPORARY PARKING LOT EVENT PERMIT APPLICATION**

Parts I, II, and III to be completed by the Applicant. Please print or type.

**I. BUSINESS OWNER INFORMATION/PROPOSED EVENT LOCATION**

<b>Name of Applicant</b> Kimberly Robinson			
<b>Name of Business</b> VANGUARD SURF LLC			
<b>Property Address (proposed parking lot event location)</b> 5205 PACIFIC COAST HIGHWAY		<b>City</b> TORRANCE	<b>State</b> CA
		<b>Zip Code</b> 90505	
<b>Name of Business Owner</b>		<b>Contact Phone Number</b>	
[Redacted]		[Redacted]	
<b>Mailing Address (if different from above)</b>		<b>City</b>	<b>State</b>
			<b>Zip Code</b>

**II. EVENT AND SITE INFORMATION**

Check type of approval requested:

- Promotional Outdoor Event
- Outdoor Gathering Of People
- Includes Amplified Sound
- Pumpkin Sales Lot
- Christmas Tree Sales Lot
- Other (Please Describe): \_\_\_\_\_

**Describe the proposed event:** ONE DAY PROMOTIONAL EVENT & SALE ON SUNDAY MAY 5TH. COMMUNITY WELCOME, GIVEAWAYS, GAMES ETC.

**Date(s) and Hours of event:**

<b>Date:</b>	<b>From:</b> 5/5/13	<b>To:</b> 5/5/13	<b>Hours:</b>	<b>From:</b> 12 noon	<b>To:</b> 5 PM
<b>Set Up Date(s):</b>	<b>From:</b> 5/5/13 9	<b>To:</b> 5/5/13 11am	<b>Clean Up Date:</b>	5/5/13	

**Site Information:**

<b>Zoning</b> C2	<b>Total Lot Area (in sq. ft)</b> 20,720 #	<b>Total Number of Parking Spaces On-Site</b> 32	<b>Number Parking Spaces Displaced by the Event</b> 8-10
---------------------	---	---	---

**III. STANDARDS AND REQUIREMENTS**

By signing this application form, I as the business owner and/or the property owner, hereby acknowledge that I have read and agree to comply with all applicable City standards regulating the proposed temporary use(s) and the following conditions of approval:

- a) No person will use any existing parking lot for a temporary parking lot sales event or a temporary parking lot special event, as defined in Sections 91.2.165 and 91.2.166 respectively, without first obtaining the prior approval of a Temporary Parking Lot Event Permit.
- b) The location of the proposed event is within an existing parking lot area and is being held by a permanent on-site business.
- c) The proposed event will not disrupt circulation of traffic within the parking lot or within the vicinity as determined by consideration of the location and design of on-site driveways; the on-site parking and circulation, including pedestrian movements; and the on-site lighting and traffic signage in relation to the location of the proposed parking lot event.

- d) The proposed event will not be materially detrimental to the public welfare or to the property of other persons located in the vicinity.
- e) The proposed event will not cover more than ten percent of the required parking spaces.
- f) The proposed event will not cause a shortage of parking for or restrict access to the existing uses.
- g) The business establishment proposing the event has not exceeded the maximum allowable number of four events per business establishment per calendar year.
- h) There are no other temporary parking lot sales or special events occurring on the same parking lot and during the same time period.
- i) All temporary structures, equipment and debris will be removed and the parking lot area will be cleaned and restored to its original condition within one calendar day immediately following the last effective date of the approval for the event.
- j) The operation of a pumpkin or a Christmas tree sales lot will conform to the requirements of Subsections c) and d) 2 through d) 5 of Section 92.2.9 regulating pumpkin and Christmas tree sales on vacant property (summarized below).
- k) The Community Development Director may impose additional conditions to the approval of the Temporary Parking Lot Event Permit to insure the preservation of the public peace, safety, health, and general welfare.
- l) Any violations of Section 91.3.7, other applicable Sections of the Torrance Municipal Code, and/or conditions of approval may result in enforcement actions, immediate suspension of the issued Temporary Parking Lot Event Permit and the denial of an application for such future event permits by the operator and/or the property owner.

**Additional requirement for pumpkins or Christmas trees sales:**

- a) No permit will be issued prior to September 1<sup>st</sup> for a pumpkin lot and November 1<sup>st</sup> for Christmas tree lot.
- b) Site preparation and set up for the sales lot will not commence prior to September 20<sup>th</sup> for a pumpkin sales lot, and November 15<sup>th</sup> for a Christmas tree sales lot.
- c) Sales operations to the public for a pumpkin lot will begin no earlier than October 10<sup>th</sup> and end no later than October 31<sup>st</sup>.
- d) Sales operations to the public for a Christmas tree lot will begin no earlier than the day after Thanksgiving and end no later than December 25<sup>th</sup>.
- e) The proposed sales operation is conducted between the hours of 9:00 a.m. to 10:00 p.m. daily.

APPLICANT		BUSINESS OWNER AND/OR PROPERTY OWNER	
Print Name of Applicant <i>Kimberly Robinson</i>		Print Name of Business Owner and/or Property Owner <i>BOB DOLLET, JR</i>	
Mailing Address <i>5205 PCH UNIT C TORRANCE CA 90505</i>	City, State, Zip <i>CA 90505</i>	Mailing Address <i>1442 Irvine Blvd Torrance</i>	City, State, Zip <i>Torrance CA 90780</i>
Contact Phone Number <i>310-849-7487</i>	Email <i>Kim@orangeaddress.com</i>	Contact Phone Number <i>714 838 8010</i>	Email <i>RLO5URPTTR46@VX400.COM</i>
Signature <i>[Redacted]</i>	Date <i>4/11/13</i>	Signature <i>[Redacted]</i>	Date <i>4/15/13</i>

**IV. FOR CITY USE ONLY – DO NOT WRITE BELOW THIS LINE**

- Plot Plan Attached     Other Information Attached:

Application/Case No.	Date of Acceptance	Fee Amount	Accepted By:
<i>EVN13-00025</i>	<i>4/16/2013</i>	<i>\$219</i>	<i>[Signature] OM</i>
Fire	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> See Remarks	By: <i>[Signature]</i>	Date: <i>4/20/13</i>
Building	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input checked="" type="checkbox"/> See Remarks	By: <i>[Signature]</i>	Date: <i>4/22/13</i>
Environmental	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input checked="" type="checkbox"/> See Remarks	By: <i>[Signature]</i>	Date: <i>4/18/13</i>
Police	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> See Remarks	By: _____	Date: _____

REMARKS Please log comments in Permit Plan	
Fire	<p>If a tent over 200 sq. ft. or canopy over 400 sq. feet are used they require a separate permit from Fire Dept.</p> <p>Do not block any fire dept equipment; including access, hydrants &amp; equipment. KP.</p>
Building	<p>- ALL TENTS LARGER THAN 10'x12' REQUIRE SAFETY INSPECTION PERMITS.</p> <p>- NO OBSTRUCTIONS ALLOWED @ ANY H.C. PATHS.</p> <p>- ANY OFF-HOUR INSPECTIONS REQUIRE O.T. REQUEST.</p>
Environmental	<p>Please provide applicant with a copy of the comments in the "CONDITION" for this case.</p>
Police	

**STAFF ASSESSMENT AND RECOMMENDATION (COMMUNITY DEVELOPMENT DEPARTMENT)**

- The applicant has satisfied all the standards and requirements of the Permit. Therefore staff recommends approval of the Temporary Parking Lot Event Permit subject to the Standards and Requirements contained in Section III of this approval.
- The application does not meet the standards and requirements for issuance of a Temporary Parking Lot Event Permit and therefore staff recommends denial. The following standards/requirements were not met:

- SEE CONDITIONS (ATTACHED)

<b>Assessment Made By:</b>	
Name OSCAR MARTINEZ	Title PLANNING ASSOCIATE
<b>Recommended By:</b>	
Name [REDACTED]	Title Planning Manager

**COMMUNITY DEVELOPMENT DIRECTOR APPROVAL**

This request for a Seasonal Sales Permit is:

Approved     Denied    Temporary Parking Lot Permit Number: EVN13-00025

[REDACTED]    Date: 26 April 13

Community Development Director

Decisions by the Community Development Director pertaining to a Temporary Parking Permit Lot Event Permit are appealable to the Planning Commission within five (5) calendar days following the above date of approval or denial.

**Conditions Associated With  
Case #: EVN13-00025**

04/23/2013  
11:03:38AM

Condition Code	Title	Hold	Status	Status		Tag	Updated		
				Changed	By		Date	By	
<b>Building &amp; Safety</b>									
10	ENVIRONMENTAL CONDITIONS	None	Not Met				04/18/2013	SJ	
	1. The following types of signs are prohibited: freestanding or a-frame signs; inflatable or air-assisted signs; bow or flag banners; signs attached to light or utility poles, trees or vehicles; persons holding signs; electronic or moving signs and signs placed on the roof of the building. 2. Obtain a permit if a banner will be displayed. The banner must be attached flat against the building wall and shall not exceed 60 sq. ft. in size. 3. Merchandise must be maintained on private property. 4. Do not obstruct handicap accessible parking or flow of onsite traffic. 5. Balloons shall not project above the building roof line and shall be limited in size to 16 inches. Not more than 10 balloons may be displayed. Balloons must be secured and shall not encroach over public sidewalks, parkways or streets. Balloons shall not present a hazard. 6. Obtain approval from the Business License Division for the use of amplified sound.								
10	PLANNING CONDITIONS	None	Not Met				04/25/2013	OM	
	1. All activities to be contained in noted areas. 2. No blocking of handicap access. 3. No illegal signs, balloons, banners, persons holding signs, etc. 4. Site to be returned to previous state after event. 5. No encroachments into the public right-of-way.								



DATE: April 22, 2013  
TO: Jeffery W. Gibson, Community Development Director  
FROM: Planning Division  
SUBJECT: MINOR DEVELOPMENT PERMIT (MDP13-00004)  
Will Basilio (Island Properties LP, Bruce Ellison)

A request for approval of a Minor Development Permit to allow first and second story additions of 507 square feet and related exterior renovations to an existing two-story commercial building on property located within the HBCSP-WT Zone at 24247 Hawthorne Boulevard.

Applicant: Will Basilio (Island Properties LP, Bruce Ellison)  
Case No: MDP13-00004  
Location: 24247 Hawthorne Boulevard  
Zoning: HBCSP (WT) – Hawthorne Boulevard Corridor Specific Plan Zone  
(Walteria Sub-District)

The applicant requests an Administrative Approval of a Minor Development Permit to allow first and second story additions of 507 sq. ft. with related exterior renovations to an existing two-story commercial building. A Minor Development Permit is required, because the proposal includes building additions and involves exterior modifications to property located within the Hawthorne Boulevard Corridor Specific Plan (HBCSP) area.

The subject property is located on the west side of Hawthorne Boulevard between 242<sup>nd</sup> and 244<sup>th</sup> Street. The subject site was developed circa 1913, prior to the current specific plan standards.

The existing building provides 2,593 sq. ft., with 2,051 sq. ft. on the first floor and 542 sq. ft. on the second floor. The proposal for the first floor includes the conversion 514 sq. ft. of an existing salon suite to a dental use space, and to add 471 sq. ft. towards the rear of this converted first floor space, thereby providing a dental suite totaling 985 sq. ft. An ADA bathroom is also proposed within the addition. The salon will downsize to 1,537 sq. ft., and will upgrade their existing bathroom for an enlarged ADA bathroom, within the existing footprint of the suite. The existing spa use on the second floor will not be enlarged; however, the second floor provides for an expanded open walkway from the spa suite to the stairs, and an enlarged exterior ADA bathroom of 36 sq. ft. The stairs will be relocated towards the rear of the first floor addition.

The project requires 16 parking spaces, and 16 have been provided; although, Staff notes that the site plan's summary statistics show 17 parking spaces have been provided. Staff is recommending a Condition of Approval that the correct parking space count shall be reflected on the final Building Plans. Staff worked with the applicant on revisions prior to the final submittal, related to enhanced throating off of Hawthorne Boulevard, and handicap access pathway location. Additionally, Staff suggested that the applicant switch parking space #16 with the trash enclosure location, in order to provide better circulation throughout the parking lot. The applicant has agreed to do so; notwithstanding, Staff is recommending a Condition of Approval that the parking space labeled as #16, shall be switched with the proposed trash enclosure or that the applicant shall work with Staff in locating the appropriate location for the new trash enclosure, and that revised plans shall be submitted for approval by Planning Staff, prior to issuance of a Building Permit.

The proposed additions will modify the building's west and south exterior elevations, but will provide matching materials and colors, such as, stucco and composite shingles. Staff is recommending a Condition of Approval that the district color, Indigo Blue, shall be incorporated into some of the project's exterior materials to the satisfaction of the Community Development Director.

Staff conducted a site visit of the property and notes that it is adequately maintained. However, Staff noted, as mentioned previously, that there is no trash enclosure on-site, with a trash bin currently located at the rear of the parking lot. Therefore, Staff has added a condition to address this concern.

Staff received correspondence from an existing tenant of the subject building, indicating concerns with a lack of handicap accessibility to the salon space and structural/foundation concerns. Staff notes that the proposed plans reflect ADA upgrades to all of the restrooms in the building, and that one parking space has been striped for handicap accessibility, meeting current ADA requirements. The tenant also filed a complaint (COM13-00181) with the City, referencing the foundation concerns. Building Staff is aware of the complaint, and will determine, if any additional requirements will be necessary, during the plan check process. No additional complaints are open. Staff also received correspondence from the property owner, which included copies of an unlawful detainer action and eviction proceedings for the aforementioned tenant.

The proposed project is consistent with the Specific Plan and General Plan designation. Staff finds that this proposal satisfies the findings for approval of a Minor Development Permit. As conditioned, the project complies with all of the applicable provisions of the design guidelines in the HBCSP-WT Sub-District, within which it is located.

In order to approve a Minor Development Permit in the HBCSP, the Community Development Director is required to make the following findings:

1. The proposed project is consistent with the purpose and requirements of the Hawthorne Boulevard Corridor Specific Plan, WALTERIA Sub-District, and complies with all of the applicable provision of the specific plan and with the Planning and Land Use Code;
2. The proposed addition and modifications to the existing structure conform with all applicable design guidelines and design review criteria of the Hawthorne Boulevard Corridor Specific Plan. Further, the project has been designed to minimize possibly intrusive impacts on residential properties, as the applicant is proposing minor additions and exterior alterations to the rear of the existing building, which is adjacent to an alley;
3. The subject site is physically suitable for the remaining existing and proposed uses, which includes code required parking and the addition of a trash enclosure;
4. By virtue of a high quality design and construction, the proposed project will positively contribute to the orderly and harmonious development of the Hawthorne Boulevard Corridor and the general welfare of the City. The proposed exterior improvements shall incorporate high quality finishes to match the existing development, which shall retain a high quality appearance;
5. The proposed improvements will enhance the commercial development of the area, so as to increase the taxable value of real property and sales tax return to the City, and to maintain the stability and value of the property and of the Hawthorne Boulevard Corridor as a desirable commercial area, as additional dental use space is proposed;

6. Traffic impacts have been mitigated, in whole or in part by the design of the on-site circulation system, as conditioned, so as to minimize hazard and congestion, to facilitate on-site movements between adjacent properties, and to maximize opportunities for pedestrian and transit connections, as additional throating has been designed off of Hawthorne Boulevard;
7. There are adequate provisions for water, sanitation, and public utilities and services to ensure that the proposed project is not detrimental to public health and safety, because the building and multi-tenant uses already exist in place;
8. The proposed project is consistent with the objectives, policies, general land uses and programs of the Torrance General Plan. The existing service uses and proposed dental use encourages a balanced distribution of commercial development in the Torrance community and promotes the economic health of WALTERIA Sub-District;
9. The proposed project will not be materially detrimental to the public interest, health, safety, convenience or welfare of the properties or person within the surrounding area, as the project meets or exceeds code and specific plan requirements; and
10. Minor alterations of existing structures are Categorically Exempted by the Guidelines for Implementation of the 2013 California Environmental Quality Act; Article 19, Section 15301. The proposed addition and related exterior modifications are deemed negligible and conform to this exemption.

Based on the preceding findings, staff recommends APPROVAL of the request, subject to the following conditions:

1. That if this Administrative Approval is not implemented within one year after the approval, it shall expire and become null and void unless extended by the Community Development Director for an additional period, as provided for in Section 92.27.1 of the Torrance Municipal Code;
2. That a revised landscape plan shall be submitted to the Community Development Department for approval prior to the issuance of any building permits and shall be implemented prior to occupancy. That the plan shall include the expansion of the existing planter at the northeast corner of the property at the driveway, adjacent to the handicap van access aisle to the satisfaction of the Community Development Director; (Planning)
3. That the applicants shall replant and/or add at least two inches of mulch or groundcover to the bare planter areas to the satisfaction of the Community Development Department; (Planning)
4. That the number of parking spaces, floor area (including second floor bathroom addition), and all statistics shall be reflected correctly and completely on the final building plans prior to the issuance of a Building Permit; (Planning)
5. That a revised site plan/parking lot striping plan shall be submitted for approval by the Community Development Director, reflecting the relocation of parking space #16, prior to the issuance of any Building Permits; (Planning)
6. That the applicant shall provide a plan showing the proposed location of a solid wall trash enclosure. That the enclosure shall be built in conformance with City standards and shall have roll-up doors and a decorative trellis cover with solid underlayment to prevent wind blown litter, dumping or rain water from infiltrating the receptacle. The enclosure, doors and trellis shall be designed to match the design theme for the site to the satisfaction of the Community Development Department; (Planning)

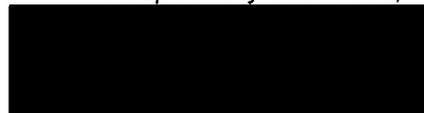
7. That faded portions of the parking lot shall be repainted and restriped according to City standards to the satisfaction of the Community Development Director; (Planning)
8. That there shall be no outdoor or exterior telephones, vending machines, kiosks, storage containers, etc. permitted on-site; and (Planning)
9. That exterior color and material samples shall be submitted to the Community Development Director for approval, prior to the issuance of any Building Permits, and that the District Color of Indigo Blue (Pantone Matching System Reference #294) shall be incorporated; (Planning)
10. That an exterior lighting plan incorporating the design themes of the District shall be submitted to Planning for approval, prior to the issuance of any Building Permits, and that the light standards shall be designed or shielded to ensure that lighting does not spill over the property line and the abutting residential properties to the west; (Planning)
11. That the existing driveway on Hawthorne Boulevard shall be reconstructed to a commercial radius type driveway, minimum 25 feet wide at property line with depressed back of walk and wheelchair ramps; (Engineering – Permits & Records)
12. That the existing 5.5' wide concrete sidewalk adjacent to the curb on Hawthorne Boulevard shall be removed and grass sod with irrigation system or other approved landscaping with irrigation system shall be installed in parkway along property frontage; (Engineering – Permits & Records)

Prepared by,



Yolanda Gomez  
Planning Associate

Respectfully submitted,



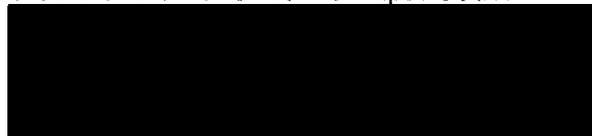
Gregg D. Lodan, AICP  
Planning Manager

**Attachments:**

1. Partial List of Code Requirements
2. Correspondence
3. Site Plans, Floor Plans, and Elevations (Limited Distribution)

This request for an Administrative Approval of a Minor Development Permit (MDP13-00004) has been  APPROVED  DENIED per Section 92.35.3 of the Torrance Municipal Code.

22 April 13  
Date



Community Development Director

Decisions made by the Community Development Director are appealable to the Planning Commission within fifteen (15) calendar days of the above date of approval / denial.

## **CODE REQUIREMENTS**

The following is a partial list of Code requirements applicable to the proposed project. All possible Code requirements are not provided here and the applicant is strongly advised to contact each individual department for further clarification. The Planning Commission may not waive or alter the Code requirements. They are provided herewith for information purposes only.

### **Engineering (Permits & Records):**

- A Construction and Excavation Permit (C&E Permit) is required from the Community Development Department, Engineering Permits and Records Division, for any work in the public right-of-way on Hawthorne Boulevard.
- Install a street tree in the City parkway every 50' for the width of this lot (City Code sec. 74.3.2). Contact the Torrance Public Works Department at 31.781.6900 for information on the type and size of tree for your area.

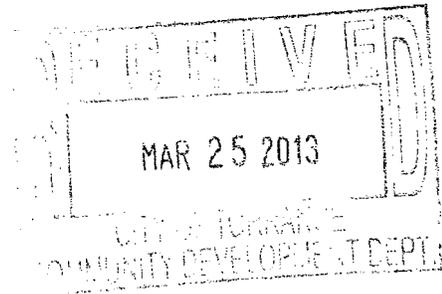
### **Environmental:**

- That applicant shall provide a sign program, which details the wall, ground, directional signs and menu boards proposed for this use. Signage requires a separate review and approval.
- The prohibited signs for this use includes: A-frame or freestanding signs; bow or flag banners; air-assisted signs; signs attached to light or utility poles, trees or vehicles; persons holding signs; and temporary signage mounted on the roof of the building.
- That all exterior equipment, roof and ground level, shall be screened from view with materials that are compatible with the structure. Staff approval of screening materials is required.

### **Fire Prevention:**

- Medical Gas Fire Permit required.

Robert Liberman  
24247 Hawthorne Blvd.  
Torrance, Ca. 90505  
3-22 13  
Case# MDP 13 00004



To whom it may concern,

I am the present tenant at 24247 Hawthorne blvd. The construction at this property will probably commence after I vacate the premises within the next 2 months. The premises will be vacant and empty. The modifications for the tenant improvements on this building will create two spaces for two potential tenants, at ground level. On viewing the proposal for this property, MDP13-00004 , I noticed that there are no considerations for handicap access within the space in what is identified as the ' existing salon ' . There are no plans for a handicap bathroom or for additional handicap parking for this space. There are also three 7 inch step ups within this area that allow our patrons access to the bathroom and other work areas. Enclosed are pictures.

October 2010 our laminate flooring in our salon had developed an ever expanding crack in the entry way of my work space. This section of the building is on a raised foundation. Mr. Ellison had sent one of his work men under the building. I was not informed of the actual nature of the problem in regard to the foundation. I proceeded to replace the floors with a wood laminate. I have noticed some movement in my floors after the replacement.

I have since hired a licensed general contractor with an civil engineering back round to examine the situation under the building. We have found the use of cinderblocks as piers as well as other inappropriate materials. I will provide a more comprehensive report on the overall condition of the foundation of the girders, joists and subfloor within a week of receipt of this letter. There may be safety issues in regard to the foundation, especially in the event of an earthquake. Enclosed are pictures.

CASE# MDP13-00004

Please review. I can provide additional information upon request. Cell

[REDACTED]

Robert Liberman

[REDACTED]

/

CASE#  
WDP13-00004



7"  
STEP-UP

1  
# 3202718  
Picture #

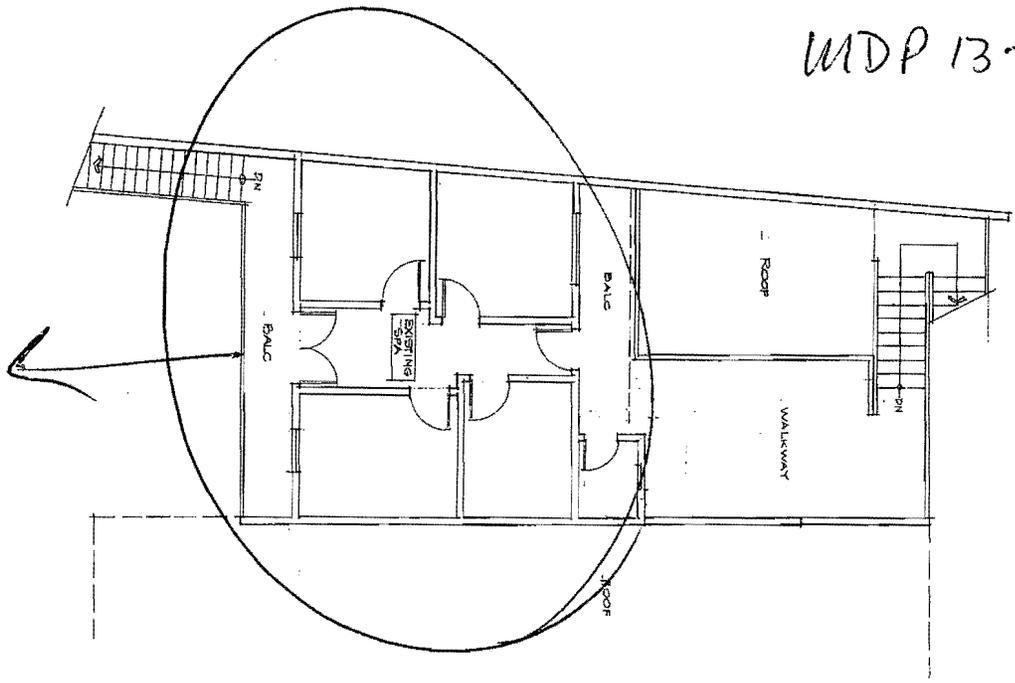
DO NOTS  
"L"



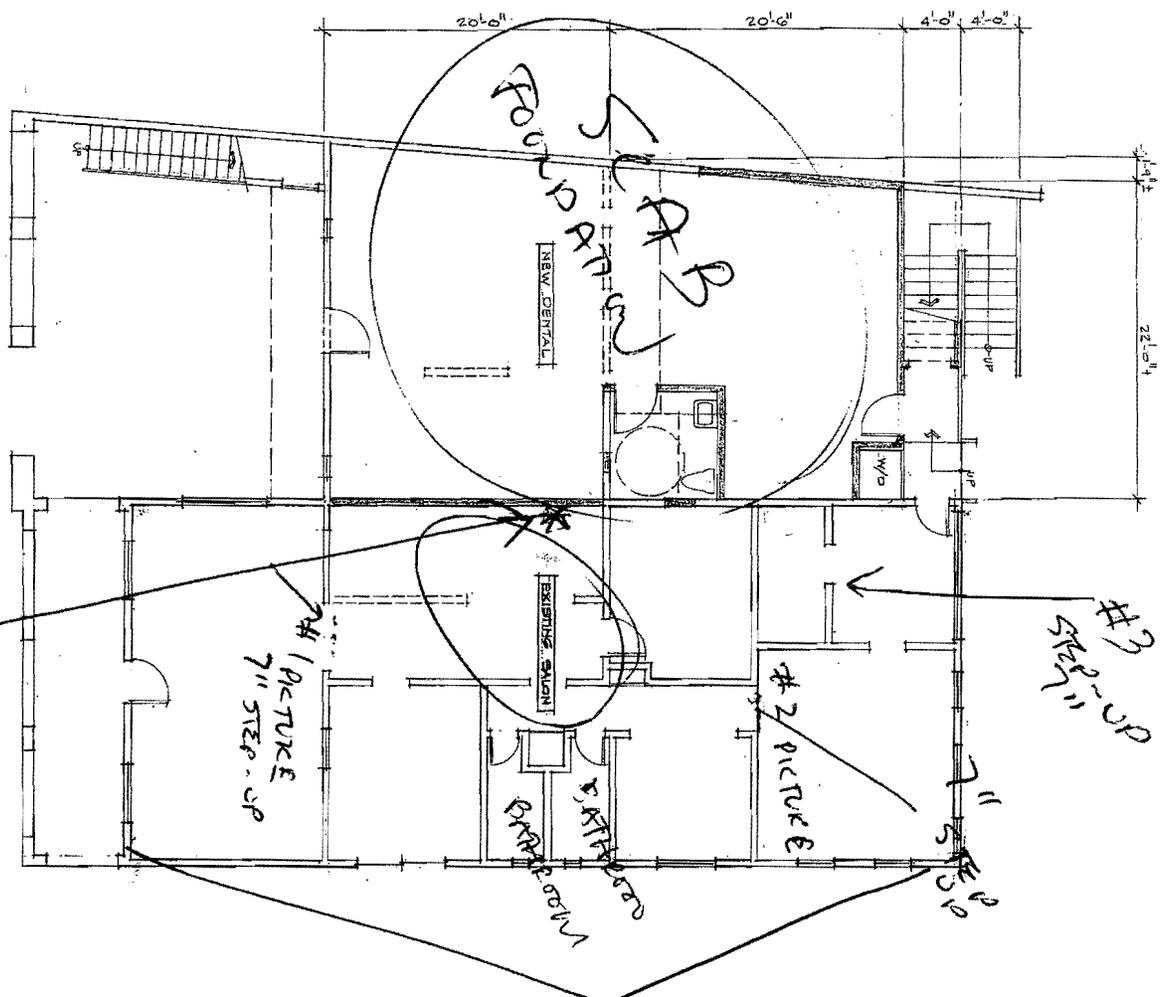
CASE #

MDP 13-00004

SECOND FLOOR  
174'11"0"



FIRST FLOOR  
174'11"0"



AREA OF MY  
WORK PLACE THAT  
THE FLOOR HAD BEEN  
REMOVED BY THE SUB-FLOOR

NEW ONE STORY ADDITION FOR:  
**BRUCE ELLISON**  
24247 HAWTHORNE BLVD.  
TORRANCE, CALIFORNIA 90505

**rescom designs**  
RESCOMDESIGNS@EARTHLINK.NET  
PHONE: 310-745-8914 FAX: 310-323-8352

SHEET

FOUNDA...  
RAISED

CASE # WDP13 00009

From: **Norman Lenders** lendersconstruct@gmail.com  
Subject: 24247 Hawthorne blvd. site  
Date: March 18, 2013, 10:48 AM  
To: Robert Allen Colortecsalon@gmail.com

FOUNDATION

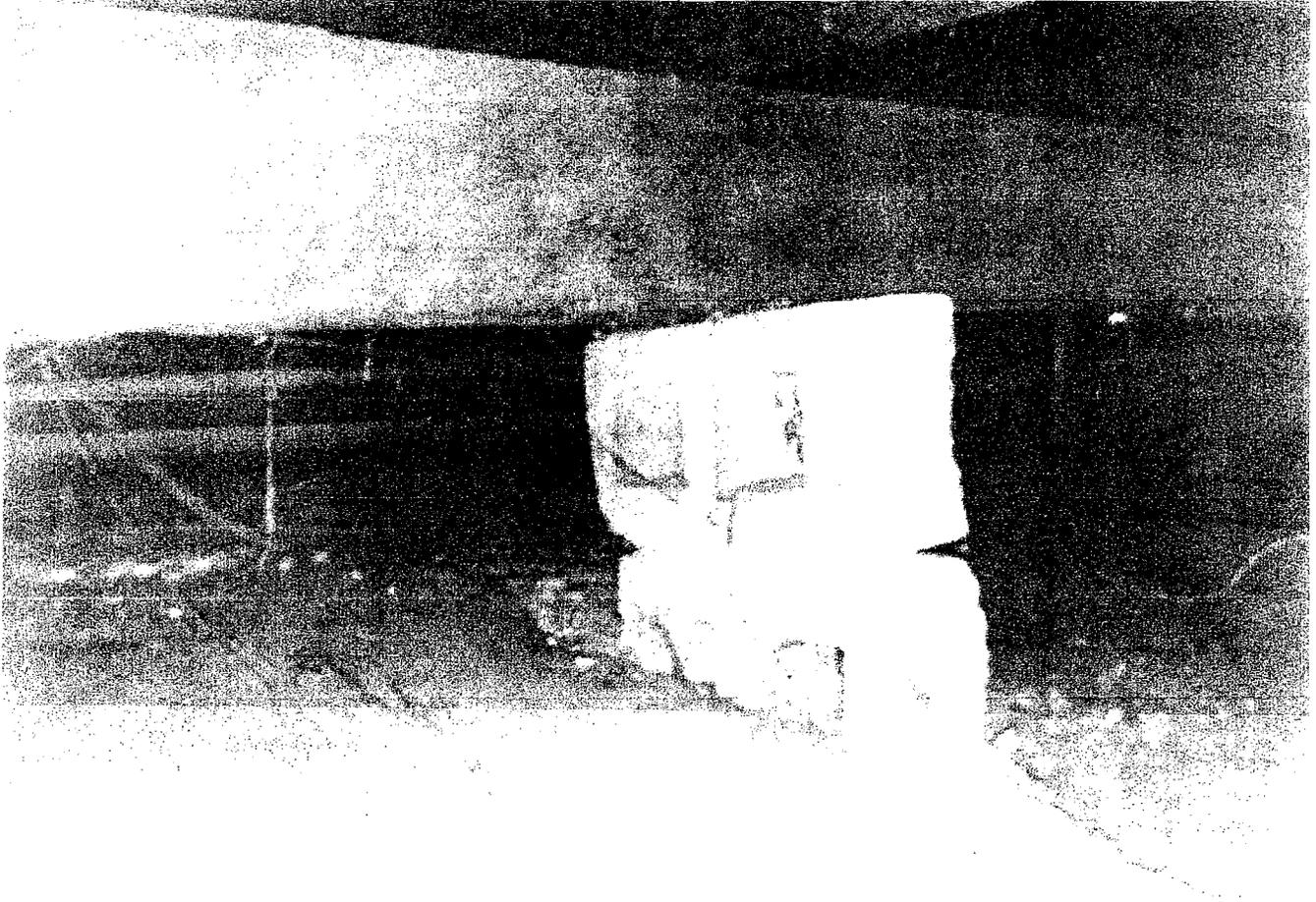


Norman Lenders

Sent from my iPhone

CASE# MDP 13-00004  
FOUNDATION

From: **Norman Lenders** lendersconstruct@gmail.com  
Subject: 24247 Hawthorne blvd site  
Date: March 18, 2013, 10:46 AM  
To: Robert Allen Colortecsalon@gmail.com



Norman Lenders

Sent from my iPhone

**24247 Hawthorne Blvd. Torrance**

**UNLAWFUL DETAINER ACTION**

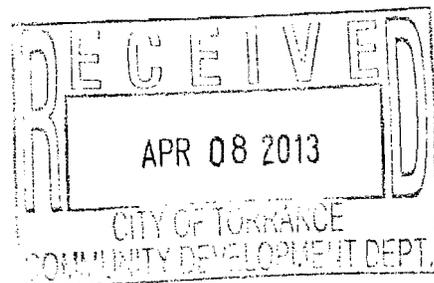
**ELLISON vs ROBERT ALLEN LIBERMAN**

**EXIBIT 1**

**ORIGINAL LEASE (EXPIRED)**

**EXEBIT 2**

**NOTICE TO VACATE BY ROBERT LIBERMAN**



**SUMMONS  
(CITACION JUDICIAL)  
UNLAWFUL DETAINER-EVICTION  
(RETENCIÓN ILÍCITA DE UN INMUEBLE-DESALOJO)**

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**  
ROBERT LIEBERMAN; and DOES 1 to 5

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**  
ELLISON LP, A LIMITED PARTNERSHIP

FOR COURT USE ONLY  
**PHOTOCOPY  
OF ORIGINAL FILED**  
Los Angeles Superior Court  
**MAR 27 2013**  
John A. Clarke, *[Signature]* Officer/Clerk  
By: \_\_\_\_\_ Deputy

You have 5 CALENDAR DAYS after this summons and legal papers are served on you to file a written response with the court and have a copy served on the plaintiff. (To calculate the five days, count Saturday and Sunday, but do not count other court holidays. If the last day falls on a Saturday, Sunday, or a court holiday then you have the next court day to file a written response.) A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**Tiene 5 DÍAS DE CALENDARIO** después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. (Para calcular los cinco días, cuente los sábados y los domingos pero no los otros días feriados de la corte. Si el último día cae en sábado o domingo, o en un día en que la corte está cerrada, tiene hasta el próximo día de corte para presentar una respuesta por escrito). Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le queda más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumple con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desecher el caso.

1. The name and address of the court is:  
(El nombre y dirección de la corte es):

CASE NUMBER:  
(Número del caso): **13F01209**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
415 W. OCEAN BLVD  
LONG BEACH, CA 90802**

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
**DESS RICHARDSON, ESQ  
16520 BAKE PARKWAY, SUITE 280  
IRVINE, CA 92618** **RUZICKA & WALLACE, LLP  
(949) 759-1080**

3. (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400-6418)  did not  did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, complete item 8 on the next page.)

Date: **JOHN A. CLARKE** **MAR 27 2013** Clerk, by **K. TOM** Deputy  
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

4. NOTICE TO THE PERSON SERVED: You are served

- a.  as an individual defendant.
- b.  as the person sued under the fictitious name of (specify):
- c.  as an occupant
- d.  on behalf of (specify):

- under:  CCP 416.10 (corporation)  CCP 416.60 (minor)
- CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)
- CCP 416.40 (association or partnership)  CCP 416.80 (authorized person)
- CCP 415.48 (occupant)  other (specify):

5.  by personal delivery on (date):

Form Adopted for Mandatory Use  
Judicial Council of California  
SUS-530 (Rev. July 1, 2008)



**SUMMONS-UNLAWFUL DETAINER-EVICTION**

Page 1 of 2  
Code of Civil Procedure, §§ 412.20, 415.48, 1167  
[www.courtinfo.ca.gov](http://www.courtinfo.ca.gov)

**ELLISON**

PLAINTIFF (Name): ROBERT ALLEN LIEBERMAN

CASE NUMBER:

DEFENDANT (Name): ELLISON L.P., A CALIFORNIA LIMITED PARTNERSHIP

6. Unlawful detainer assistant (complete if plaintiff has received any help or advice for pay from an unlawful detainer assistant):
- a. Assistant's name:
  - b. Telephone no.:
  - c. Street address, city, and ZIP:
  
  - d. County of registration:
  - e. Registration no.:
  - f. Registration expires on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, telephone number, and address): <b>DESS RICHARDSON, ELLISON 289540</b> <b>RUZICKA &amp; WALLACE, LLP</b> <b>16520 BAKE PARKWAY, SUITE 280</b> <b>IRVINE, CA 92618</b> TELEPHONE NO.: (949) 759-1080 FAX NO. (Optional): (949) 759-6813 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): <b>PLAINTIFF</b>		FOR COURT USE ONLY  <b>UNFORMED COPY</b> <b>OF ORIGINAL FILED</b> Los Angeles Superior Court  <b>MAR 27 2013</b> John A. Chang, Executive Officer/Clerk By: <i>[Signature]</i> , Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: <b>415 W. OCEAN BLVD</b> MAILING ADDRESS: CITY AND ZIP CODE: <b>LONG BEACH, CA 90802</b> BRANCH NAME: <b>LONG BEACH BRANCH - LIMITED CIVIL</b>		
PLAINTIFF: <b>ELLISON LP, A LIMITED PARTNERSHIP</b>  DEFENDANT: <b>ROBERT LIEBERMAN</b>		
<input checked="" type="checkbox"/> DOES 1 TO <u>5</u>		
<input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Amendment Number): _____		CASE NUMBER: <b>13F01209</b>
Jurisdiction (check all that apply): <input checked="" type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input checked="" type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000  <input type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply): <input type="checkbox"/> from unlawful detainer to general unlimited civil (possession not in issue) <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlawful detainer to general limited civil (possession not in issue) <input type="checkbox"/> from unlimited to limited		

1. PLAINTIFF (name each): **ELLISON LP, A LIMITED PARTNERSHIP**

alleges causes of action against DEFENDANT (name each):  
**ROBERT LIEBERMAN**

2. a. Plaintiff is (1)  an individual over the age of 18 years; (4)  a partnership.  
 (2)  a public agency; (5)  a corporation.  
 (3)  other (specify):

b.  Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):

## 3. Defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):

**24247 HAWTHORNE BLVD.**  
**TORRANCE CA 90505**  
**LOS ANGELES**

4. Plaintiff's interest in the premises is  as owner  other (specify):

## 5. The true names and capacities of defendants sued as Does are unknown to plaintiff.

6. a. On or about (date): **JANUARY 1, 2006** defendant (name each):  
**ROBERT LIEBERMAN**

(1) agreed to rent the premises as a  month-to-month tenancy  other tenancy (specify): **5 YEAR LEASE**

(2) agreed to pay rent of \$ **4,391.00** payable  monthly  other (specify frequency):

(3) agreed to pay rent on the  first of the month  other day (specify):

b. This  written  oral agreement was made with

(1)  plaintiff.

(3)  plaintiff's predecessor in interest.

(2)  plaintiff's agent.

(4)  other (specify):

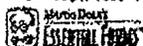
\*NOTE: Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).

Form Approved for Optional Use  
 Judicial Council of California  
 UD-100 (Rev. July 1, 2009)

## COMPLAINT - UNLAWFUL DETAINER

Page 1 of 3

Civil Code, § 1940 et seq.  
 Code of Civil Procedure, §§ 425.12, 1166  
 www.courtinfo.ca.gov



ELLISON

PLAINTIFF (Name): ELLISON LP, A LIMITED PARTNERSHIP	CASE NUMBER:
DEFENDANT (Name): ROBERT LIEBERMAN	

6. c.  The defendants not named in item 6a are
- (1)  subtenants.
  - (2)  assignees.
  - (3)  other (specify): **UNAUTHORIZED OCCUPANTS**
- d.  The agreement was later changed as follows (specify):
- e.  A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)
- f.  (For residential property) A copy of the written agreement is not attached because (specify reason):
- (1)  the written agreement is not in the possession of the landlord or the landlord's employees or agents.
  - (2)  this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).
7.  a. Defendant (name each): ROBERT LIEBERMAN

was served the following notice on the same date and in the same manner:

- (1)  3-day notice to pay rent or quit
  - (2)  30-day notice to quit
  - (3)  60-day notice to quit
  - (4)  3-day notice to perform covenants or quit
  - (5)  3-day notice to quit
  - (6)  Other (specify): **NOTICE OF INTENT TO VACATE**
- b. (1) On (date): **03/02/2013** the period stated in the notice expired at the end of the day.
- (2) Defendants failed to comply with the requirements of the notice by that date.
- c. All facts stated in the notice are true.
- d.  The notice included an election of forfeiture.
- e.  A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166.)
- f.  One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by items 7a-e and 8 for each defendant.)
8. a.  The notice in item 7a was served on the defendant named in item 7a as follows:
- (1)  by personally handing a copy to defendant on (date):
  - (2)  by leaving a copy with (name or description):  
a person of suitable age and discretion, on (date): \_\_\_\_\_ at defendant's  
 residence  business AND mailing a copy to defendant at defendant's place of residence on  
(date): \_\_\_\_\_ because defendant cannot be found at defendant's residence or usual  
place of business.
  - (3)  by posting a copy on the premises on (date): \_\_\_\_\_ AND giving a copy to a  
person found residing at the premises AND mailing a copy to defendant at the premises on  
(date): \_\_\_\_\_  
(a)  because defendant's residence and usual place of business cannot be ascertained OR  
(b)  because no person of suitable age or discretion can be found there.
  - (4)  (Not for 3-day notice; see Civil Code, § 1946 before using) by sending a copy by certified or registered  
mail addressed to defendant on (date): \_\_\_\_\_
  - (5)  (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written  
commercial lease between the parties.
- b.  (Name): \_\_\_\_\_  
was served on behalf of all defendants who signed a joint written rental agreement.
- c.  Information about service of notice on the defendants alleged in item 7f is stated in Attachment 8c.
- d.  Proof of service of the notice in item 7a is attached and labeled Exhibit 3.

PLAINTIFF (Name): <b>ELLISON A LIMITED PARTNERSHIP</b>	CASE NUMBER:
DEFENDANT (Name): <b>ROBERT LIEBERMAN</b>	

9.  Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
10.  At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$
11.  The fair rental value of the premises is \$ **146.36** per day.
12.  Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to \$600 in Attachment 12.)
13.  A written agreement between the parties provides for attorney fees.
14.  Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):

Plaintiff has met all applicable requirements of the ordinances.

15.  Other allegations are stated in Attachment 15.
16. Plaintiff accepts the jurisdictional limit, if any, of the court.

**17. PLAINTIFF REQUESTS**

- |   |  |
|---|--|
| a. possession of the premises.<br>b. costs incurred in this proceeding:<br>c. <input type="checkbox"/> past-due rent of \$<br>d. <input checked="" type="checkbox"/> reasonable attorney fees.<br>e. <input checked="" type="checkbox"/> forfeiture of the agreement. | f. <input checked="" type="checkbox"/> damages at the rate stated in item 11 from<br>(date): <b>03/03/2013</b> for each day that<br>defendants remain in possession through entry of judgment.<br>g. <input type="checkbox"/> statutory damages up to \$800 for the conduct alleged in item 12.<br>h. <input checked="" type="checkbox"/> other (specify): <b>SUCH OTHER AND FURTHER<br/>         RELIEF AS THE COURT MAY DEEM<br/>         JUST AND PROPER.</b> |
|---|--|
18.  Number of pages attached (specify): 2

**UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400-6415)**

19. (Complete in all cases.) An unlawful detainer assistant  did not  did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, state:)
- |  |  |
|--|--|
| a. Assistant's name:<br>b. Street address, city, and zip code: | c. Telephone No.:<br>d. County of registration:<br>e. Registration No.:<br>f. Expires on (date): |
|--|--|

Date: 03/22/2013

DESS RICHARDSON, ESQ.

(TYPE OR PRINT NAME) (SIGNATURE)

**VERIFICATION**

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

ROBERT ALLEN LIEBERMAN

(TYPE OR PRINT NAME) (SIGNATURE OF PLAINTIFF)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

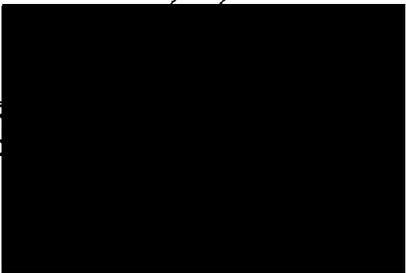
**VERIFICATION**

I am one of the attorneys for the Plaintiff in the above entitled action. I have a greater familiarity with the facts alleged in the complaint than Plaintiff's individuals. I am informed and believe that the matters contained within it are true and on that ground allege that the matters stated are true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 22 day of March, 2013 at Irvine, California.

By: DESS R  
Attorneys for



# **EXHIBIT 1**

STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE - NET
(Do NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)

1. Basic Provisions ("Basic Provisions").

1.1 Parties: This Lease ("Lease"), dated for reference purposes only, January 1, 2006, is made by and between Ellison L.P., a California Limited Partnership ("Lessor")

and Robert Allen Lieberman ("Lessee"), (collectively the "Parties," or individually a "Party").

1.2 Premises: That certain real property, including all Improvements therein or to be provided by Lessor under the terms of this Lease, and commonly known as 24247 Hawthorne Blvd., Torrance located in the County of Los Angeles, State of California, and generally described as (describe briefly the nature of the property and, if applicable, the "Project", if the property is located within a Project) A commercial building including its parking lot and the lower portion of its monument sign.

1.3 Term: Five years and months ("Original Term") commencing January 1, 2006 ("Commencement Date") and ending December 31, 2011 ("Expiration Date"). (See also Paragraph 3)

1.4 Early Possession: ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 Base Rent: \$ 4,391 per month ("Base Rent"), payable on the first day of each month commencing January 1, 2006, payable \$3,450 to Ellison L.P. and \$941 to Bruce Ellison (See also Paragraph 4)

□ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted.

- 1.6 Base Rent and Other Monies Paid Upon Execution: (a) Base Rent: \$ for the period (b) Security Deposit: \$ "Security Deposit". (c) Association Fees: \$ for the period (d) Other: \$ for (e) Total Due Upon Execution of this Lease: \$

1.7 Agreed Use: Beauty Salon (See also Paragraph 6)

1.8 Insuring Party: Lessor is the "Insuring Party" unless otherwise stated herein. (See also Paragraph 8)

1.9 Real Estate Brokers: (See also Paragraph 15)

(a) Representation: The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction (check applicable boxes):

- represents Lessor exclusively ("Lessor's Broker"); □ represents Lessee exclusively ("Lessee's Broker"); or □ represents both Lessor and Lessee ("Dual Agency").

(b) Payment to Brokers: Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Broker the fee agreed to in their separate written agreement (or if there is no such agreement, the sum of --- or --- % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.10 Guarantor. The obligations of the Lessee under this Lease are to be guaranteed by ("Guarantor"). (See also Paragraph 37)

1.11 Attachments. Attached hereto are the following, all of which constitute a part of this Lease:

- an Addendum consisting of Paragraphs 4.4 through 7.2; □ a plot plan depicting the Premises; □ a current set of the Rules and Regulations; □ a Work Letter; □ other (specify):

2. Premises.

2.1 Letting. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. Unless otherwise provided herein, any statement of size set forth in this Lease, or that may have been used in calculating Rent, is an approximation which the Parties agree is reasonable and any payments based thereon are not subject to revision whether or not the actual size is more or less. Note: Lessee is advised to verify the actual size prior to executing this Lease.

2.2 Condition. Lessee shall deliver the Premises to Lessor broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading dock, sump pumps, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date and that the structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "Building") shall be free of material defects. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the Building.

to the remaining systems and other parts of the building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance shall be the obligation of Lessee at Lessee's expense.

**2.3 Compliance.** Lessor warrants that the Improvements on the Premises comply with all applicable codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("Applicable Requirements") that were in effect at the time that each Improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE:** Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed. If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("Capital Expenditure"), Lessor shall pay for the cost of such work at his sole expense.

(a) Subject to Paragraph 2.3(a) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and an amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date of at least 60 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor and Lessee shall allocate the obligation to pay for such costs pursuant to the provisions of Paragraph 7.1(d); provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are indeed triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not, however, have any right to terminate this Lease.

**2.4 Acknowledgements.** Lessee acknowledges that: (a) It has been advised by Lessor and/or Brokers to satisfy itself with respect to the condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (b) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, and (c) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) It is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

**2.5 Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

**3. Term.**

**3.1 Term, The Commencement Date, Expiration Date and Original Term of this Lease** are as specified in Paragraph 1.3. See Addendum 3.5.

**3.2 Early Possession.** If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such early possession. All other terms of this Lease (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall, however, be in effect during such period. Any such early possession shall not affect the Expiration Date.

**3.3 Delay in Possession.** Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

**3.4 Lessee Compliance.** Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

**4. Rent.**

**4.1 Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").

**4.2 Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future payments to be made by Lessee to be by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Operating Expense Increase, and any remaining amount to any other outstanding charges or costs. See Addendum 4.2.

**4.3 Association Fees.** In addition to the Base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent.

**5. Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due Lessor or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional moneys with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the Initial Security Deposit bore to the Initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be

Initials

Initials

at a commercially reasonable level on such [redacted] in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 14 days [redacted] expiration or termination of this Lease, if Lessor elects to apply the Security Deposit only to unpaid Rent, and otherwise within 30 days after the Premises have been vacated pursuant to Paragraph 7.4(c) below, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. See Addendum 5.

6. Use.

6.1 Use. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 Hazardous Substances.

(a) Reportable Uses Require Consent. The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) Duty to Inform Lessor. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) Lessee Remediation. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) Lessee Indemnification. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) Lessor Indemnification. Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) Investigations and Remediations. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) Lessor Termination Option. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 Lessee's Compliance with Applicable Requirements. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the such Requirements, without regard to whether such Requirements are new in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements.

6.4 Inspection; Compliance. Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of a written request therefor.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 Lessee's Obligations.

(a) In General. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the interior Premises and Alterations in good order, condition and repair.

[Redacted Signature]

Initials

Initials

portion of the Premises requiring repair or replacement, or the use, or repair, or replacement, or the elements or the age of such portion of the Premises, including but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting fixtures, boilers, process, fire protection system, fixtures, walls (interior and exterior), foundations, ceilings, roofs, roof drainage systems, floors, windows, doors, plate glass, skylights, landscaping, driveway, parking lots, fences, retaining walls, signs, sidewalks and pathways located in, on, or adjacent to the Premises. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restoration, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, (v) roof covering and drains, (vi) elevators, (vii) basic utility feed to the perimeter of the Building, and (viii) any other equipment, if reasonably required by Lessor. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and if Lessor so elects, Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 148% of the cost thereof.

(d) **Liability.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay interest on the unamortized balance at a rate that is commercially reasonable in the judgment of Lessee's accountants. Lessee may, however, prepay its obligation at any time.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor has no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease. See Addendum 7.2.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 months' Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Lien; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises, or if applicable, the Project) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 28 below.

8. **Insurance; Indemnity.**

8.1 **Payment For Insurance.** Lessee shall pay for all insurance required under Paragraph 8 except to the extent of the cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of \$2,000,000 per occurrence. Premiums for policy periods commencing prior to or extending beyond the Lease term shall be prorated to correspond to the Lease term. Payment shall be made by Lessee to Lessor within 10 days following receipt of an invoice.

8.2 **Liability Insurance.**

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000, an "Additional Insured" Manager or

Lessor's Premises Endorsement" shall mean the endorsement of the Pollution Exclusion Endorsement" shall mean the coverage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. All insurance carried by Lessee shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) Carried by Lessor. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

### 8.3 Property Insurance - Building, Improvements and Rental Value.

(a) Building and Improvements. The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. If Lessor is the insuring Party, however, Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee under Paragraph 8.4 rather than by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$1,000 per occurrence, and Lessee shall be liable for such deductible amount in the event of an Insured Loss.

(b) Rental Value. The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value Insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee for the next 12 month period. Lessee shall be liable for any deductible amount in the event of such loss.

(c) Adjacent Premises. If the Premises are part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

### 8.4 Lessee's Property.

(a) Property Damage. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) Business Interruption. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts which will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) No Representation of Adequate Coverage. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

### 8.5

Insurance Policies. Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least B+, V, as set forth in the most current Issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

### 8.6

Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

### 8.7

Indemnity. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified. Lessee's liability shall be limited to the extent of any insurance coverage.

### 8.8

Exemption of Lessor from Liability. Lessor shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant of Lessor nor from the failure of Lessor to enforce the provisions of any other lease in the Project. Lessor shall be liable for injury to Lessee's business and for any loss of income therefrom only if Lessor is negligent or breaches this Lease, and then only to the extent of any insurance coverage for such damages.

### 8.9

Failure to Provide Insurance. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/ costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

## 9. Damage or Destruction.

### 9.1

#### Definitions.

(a) "Premises Partial Damage" shall mean damage or destruction to the Improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "Premises Total Destruction" shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "Insured Loss" shall mean damage or destruction to Improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "Replacement Cost" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "Hazardous Substance Condition" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Paragraph 8.2(a), in, on, or under the Premises which requires repair, remediation, or restoration.

### 9.2

Partial Damage - Insured Loss. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to

Initials

Initials

repair of which is \$10,000 or less, or such as Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds (except as to the deductible which is Lessee's responsibility) as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to food or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party. See Addendum 9.2.

**9.3 Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

**9.4 Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

**9.5 Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by: (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

**9.6 Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor shall be obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

**9.7 Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

**9.8 Waive Statutes.** Lessor and Lessee agree that the terms of this Lease shall govern the effect of any damage to or destruction of the Premises with respect to the termination of this Lease and hereby waive the provisions of any present or future statute to the extent inconsistent herewith.

**10. Real Property Taxes.**

**10.1 Definition.** As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); Improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Premises are located. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

**10.2 Payment of Taxes.** Lessor, at its sole expense, shall pay all Real Property Taxes without reimbursement from Lessee.

**10.3 Joint Assessment.** Not Applicable.

**10.4 Personal Property Taxes.** Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

**11. Utilities and Services.** Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

**12. Assignment and Subletting.**

**12.1 Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control.

Initials

Initials

control for this purpose.

(c) The Involuntary Liquidation of Lessee, its assets in any transaction, or series of transactions, or any of merger, sale, acquisition, financing, transfer, leveraged buy-out or other transaction, whether or not a formal assignment or hypothecation of this Lease, or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

## 12.2

**Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment or entering into such sublease, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such Option is specifically consented to by Lessor in writing. (See Paragraph 39.2)

## 12.3

**Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to atom to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

## 13. Default; Breach; Remedies.

### 13.1

**Default; Breach.** A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee.

(c) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate, (v) a requested subordination, (vi) evidence concerning any guaranty, and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(d) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(e) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph (e) is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(f) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(g) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 80 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

### 13.2

**Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 116% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

Initials

Initials

(a) Terminate Lessor's right to possession of the Premises by any lawful means. In which event this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover damages under Paragraph 12. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

**13.3 Inducement Recapture.** Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore stated, given or paid by Lessor under such an inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

**13.4 Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to \$250.

The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

**13.5 Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due as to scheduled payments (such as Base Rent) or within 30 days following the date on which it was due for non-scheduled payment, shall bear interest from the date when due, as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest ("Interest") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

**13.6 Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor. Lessee shall document the cost of said cure and supply said documentation to Lessor.

**14. Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the Building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

**15. Brokerage Fees.**

**15.1 Additional Commission.** In addition to the payments owed pursuant to Paragraph 4.9 above, and unless Lessor and the Broker otherwise agree in writing, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee acquires any rights to the Premises or other premises owned by Lessor and located within the same Project, if any, within which the Premises is located, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Broker a fee in accordance with the schedule of the Broker in effect at the time of the execution of this Lease.

**15.2 Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Broker shall be third party beneficiary of the provisions of Paragraphs 4.9, 15.1, 22 and 24. If Lessor fails to pay to Broker any amounts due as to and for brokerage fee pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

**15.3 Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Broker, if any) in connection with this Lease, and that no one other than said named Broker is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

**16. Estoppel Certificates.**

(a) Each Party (as "Responding Party") shall within 10 days after written notice from the other Party (the "Requesting Party") execute,

[Redacted Signature Area] Initials [Redacted Signature Area] Initials

acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" form published by the American Industrial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Except as provided in Paragraph 16, upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party. The liability (including court costs and attorneys' fees), of any Broker with respect to negotiation, execution, delivery or performance by either Lessor or Lessee under this Lease or any amendment or modification hereto shall be limited to an amount up to the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

23. **Notices.**

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 48 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers.** No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

25. **Disclosure Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) **Lessor's Agent.** A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor. A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessor and the Lessee. a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) **Lessee's Agent.** An agent can agree to act as agent for the Lessee only. In those situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations: To the Lessee. A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessor and the Lessee. a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) **Agent Representing Both Lessor and Lessee.** A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to either Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The liability (including court costs and attorney's fees), of any Broker with respect to any breach of duty, error or omission relating to this Lease shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or

Initials

Initials

willful misconduct of such Broker.  
(c) Lessor shall not be required to identify to Brokers as "Confidential" any confidential information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law.** This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. **Subordination; Attornment; Non-Disturbance.**

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "Lender") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recording thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of such new owner, this Lease shall automatically become a new Lease between Lessee and such new owner, upon all of the terms and conditions hereof, for the remainder of the term hereof, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations hereunder, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs.** Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect to Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs.** Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "for sublease" signs, Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements. Any "For Sale" signs shall identify that only the Building is for sale.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by the American Industrial Real Estate Association, and each such Guarantor shall have the same obligations as Lessee under this Lease.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or that the guaranty is still in effect.

Initials

Initials

38. **Quiet Possession.** Subject to the payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.
39. **Options.** If Lessee is granted an Option, as defined below, then the following provisions shall apply:
- 39.1 **Definition.** "Option" shall mean: (a) the right to extend the term of or renew this Lease or to extend or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase or the right of first refusal to purchase the Premises or other property of Lessor.
- 39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.
- 39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.
- 39.4 **Effect of Default on Options.**
- (a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), or (iii) during time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12-month period immediately preceding the exercise of the Option.
- (b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).
- (c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease which is uncured by that date.
40. **Multiple Buildings.** If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.
41. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.
42. **Reservations.** Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.
43. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay.
44. **Authority; Multiple Parties; Execution.**
- (a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each party shall, within 30 days after request, deliver to the other party satisfactory evidence of such authority.
- (b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.
- (c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
45. **Conflict.** Any conflict between the printed provisions of this Lease and typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.
46. **Offer.** Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.
47. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.
48. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.
49. **Mediation and Arbitration of Disputes.** An Addendum requiring the Mediation and/or the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease  is  is not attached to this Lease.
50. **Americans with Disabilities Act.** Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. ~~In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.~~



Initials



Initials

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

**ATTENTION:** NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AMERICAN INDUSTRIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

- SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
- RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

**WARNING:** IF THE PREMISES IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES IS LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: Torrance, California  
on: October 2005 6/25/2007

Executed at: Torrance, California  
on: October 2005 6/25/07

By LESSOR:  
Ellison L.P., A California Limited Partnership

By LESSEE:  
Robert Allen Liberman

Name Printed: Bruce Ellison  
Title: General Partner

Name Printed: Robert Allen Liberman  
Title: Lessee

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 3200 La Rotonda, Unit 602  
Rancho Palos Verdes, CA 90275

Address: 24247 Hawthorne Blvd.  
Torrance, CA 90505

Telephone/Facsimile: Tel: 310-373-7878 Fax: 310-373-4558

Telephone/Facsimile: \_\_\_\_\_

Federal ID No. \_\_\_\_\_

Federal ID No. \_\_\_\_\_

BROKER: Not Applicable

BROKER: Not Applicable

Attn: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Attn: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone/Facsimile: \_\_\_\_\_

Telephone/Facsimile: \_\_\_\_\_

Federal ID No. \_\_\_\_\_

Federal ID No. \_\_\_\_\_

**NOTE:** These forms are often modified to meet the changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AMERICAN INDUSTRIAL REAL ESTATE ASSOCIATION, 700 So. Flower Street, Suite 600, Los Angeles, California 90017. (213) 887-8777. Fax No. (213) 887-8618

© Copyright 1997 - By American Industrial Real Estate Association. All rights reserved.  
No part of these works may be reproduced in any form without permission in writing.

Initials

Initials

LEASE ADDENDUM

This Lease Addendum, dated January 1, 2006, is made by and between Ellison L.P., a California Limited Partnership ("Lessor"), and Robert Allen Lieberman ("Lessee") for the premises located at 24247 Hawthorne Boulevard, Torrance, California ("Premises").

The following additional provisions are applicable to the above-referenced Lease:

**Paragraph 3.5 Option to Extend Term.**

Lessor hereby grants to Lessee the Option to extend the term of this Lease for one additional 5-year period, commencing when the Original Term expires upon each and all of the following terms and conditions:

(a) In order to exercise the Option to extend, Lessee must give written notice of such election to Lessor, and Lessor must receive the same, at least one but not more than two months prior to the date that the option period would commence, time being of the essence. If proper notification of the exercise of an Option is not given and/or received, such Option shall automatically expire.

(b) The provisions of paragraph 39, including those relating to Lessee's Default set forth in paragraph 39.4 of this Lease, are <sup>not</sup> conditions of this Option.

[Redacted]

Initials

[Redacted]

Initials

(c) Except for the provisions of this Lease granting an Option to extend the Original Term, all of the terms and conditions of this Lease, except where specifically modified by this Option, shall apply.

(d) This Option is <sup>not</sup> personal to the original Lessee, and <sup>can</sup> cannot be assigned or exercised by anyone other than said original Lessee, <sup>and</sup> except that an <sup>any</sup> assignee, previously approved by the Lessor under the provisions of Section 12 of this Lease, may exercise this Option. *ASSIGNMENT TO BE APPROVED BY LESSOR, SAID ASSIGNMENT IS NOT TO BE UNREASONABLY WITHHELD.*

(e) The Base Rent for the Option period shall be payable as follows:

(1) \$4,479 per month shall payable on the first day of each month from January 1, 2012 through December 1, 2012, payable \$3,538 to Ellison L.P. and \$941 to Bruce Ellison.

(2) \$4,567 per month shall payable on the first day of each month from January 1, 2013 through December 1, 2013, payable \$3,626 to Ellison L.P. and \$941 to Bruce Ellison.

(3) \$4,654 per month shall payable on the first day of each month from January 1, 2014 through December 1, 2014, payable \$3,713 to Ellison L.P. and \$941 to Bruce Ellison.

(4) \$4,742 per month shall payable on the first day of each month from January 1, 2015 through December 1, 2015, payable \$3,801 to Ellison L.P. and \$941 to Bruce Ellison.

(5) \$4,830 per month shall payable on the first day of each month from January 1, 2016 through December 1, 2016, payable \$3,889 to Ellison L.P. and \$941 to Bruce Ellison.

Initials

Initials

**Paragraph 4.4 Additional Rent Provisions.**

The monthly rent under the Lease is based upon a fixed amount for the use of the premises, and is not based upon any calculation of square footage of the premises.

**Paragraph 5.1 Security Deposit.**

The total Security Deposit under this Lease is \$3,000, and Lessor acknowledges that said sum has been paid in full by Lessee as follows:

(a) Lessor hereby grants credit to Lessee for \$1,500, representing a refund of that sum under a prior Lease of the Premises to Lessee, and Lessee agrees that said monies has been applied to the Security Deposit; and

(b) Concurrently with the execution of this Lease, Lessee has paid the additional sum of \$1,500 by check payable to Lessee, receipt of which is hereby acknowledged by Lessor.

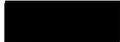
**Paragraph 7.2 Lessor's Obligations.**

Notwithstanding the printed provisions of Paragraph 7.2 of this Lease, Lessor shall, at its sole expense, without reimbursement from Lessee, pay for the following expenditures on the Premises:

(a) Lessor shall replace all ductwork and service HVAC (air conditioning and heat).

(b) Lessor shall arrange and pay for the cost of painting the exterior of the building and parking lot wall on the Premises, and Lessor agrees to Lessee's choice of colors, namely, "white" for the building and "blue teal" for the wood trim and railings.

  
Initials

  
Initials

(c) Lessor shall arrange and pay for the replacement of all openable windows in the building on the Premises. The front windows in the reception area will slide right to left. Each window in the main haircutting work area shall have only two (2) sections. All upstairs windows shall slide right to left. No windows shall have any grids.

(d) Lessor shall arrange and pay for the re-surfacing and re-striping of the parking lot on the Premises, and filling in the corner section of the building with asphalt or concrete.

(e) Lessor shall provide two (2) new lights attached to the pergola adjacent the parking lot.

(f) Lessor shall provide reimbursement to Lessee for any water damage due to leaks from rain or flooding which may include paint or repair, (mildew, etc.).

(g) Lessor will repair any sub-floor if needed, and if Lessee shall change any section of floor, Lessor shall pay the cost of repair of any sub floor.

(h) Lessor shall replace the rear door of the premises.

(i) Lessor shall arrange and pay for the removal of the pine trees at the rear of the Premises.

(j) Lessor shall arrange and pay for all exterior maintenance of the Premises, including the roof and excluding the landscaping.

END OF ATTACHMENT.

Page 16 of 16

Initials

Initials

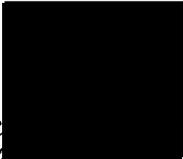
# **EXHIBIT 2**

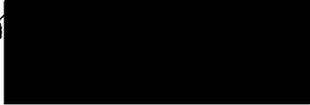
Robert Liberman  
6752 Los Verdes Dr. apt 4  
Rancho Palos Verdes, Ca. 90275

12-17-12

Dear Bruce Ellison,

I am writing this letter to confirm my intention to vacate on March 1, 2013. As per our conversation you agreed to rescind your 'notice to quit' by Jan 17, 2013 when you were in receipt of this letter. Please sign and return this letter by fax (310 541 9590) or mail.

Robert Liberman ..  ..... Date ..... 12/18/12

Bruce Ellison  ..... Date ..... 12/22/12

Thank you  
Sincerely,  
Robert Liberman

**NOTICE: EVERYONE WHO LIVES IN THIS RENTAL UNIT MAY BE EVICTED BY COURT ORDER. READ THIS FORM IF YOU LIVE HERE AND IF YOUR NAME IS NOT ON THE ATTACHED SUMMONS AND COMPLAINT.**

1. If you live here and you do not complete and submit this form within 10 days of the date of service shown on this form, you will be evicted without further hearing by the court along with the persons named in the Summons and Complaint.
2. If you file this form, your claim will be determined in the eviction action against the persons named in the Complaint.
3. If you do not file this form, you will be evicted without further hearing.

<p>CLAIMANT OR CLAIMANT'S ATTORNEY (Name and Address):  <b>DESS RICHARDSON, ESQ</b>  <b>SBN 269540</b>  <b>RUZICKA &amp; WALLACE, LLP</b>  <b>16520 BAKE PARKWAY, SUITE 280</b>  <b>IRVINE, CA 92618</b></p> <p>TELEPHONE NO.:                  (949) 759-1080                  (949) 759-6813</p> <p>ATTORNEY FOR (Name): <b>PLAINTIFF</b></p>	<p><i>FOR COURT USE ONLY</i></p>
<p><b>NAME OF COURT:</b> SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</p> <p>STREET ADDRESS: <b>415 W. OCEAN BLVD</b></p> <p>MAILING ADDRESS:</p> <p>CITY AND ZIP CODE: <b>LONG BEACH, CA 90802</b></p> <p>BRANCH NAME: <b>LONG BEACH BRANCH - LIMITED CIVIL</b></p> <p>PLAINTIFF: <b>ELLISON LP, A LIMITED PARTNERSHIP</b></p>	
<p>DEFENDANT: <b>ROBERT LIEBERMAN</b></p>	
<p><b>PREJUDGMENT CLAIM OF RIGHT TO POSSESSION</b></p>	
<p>CASE NUMBER:</p>	

Complete this form only if ALL of these statements are true:

1. You are NOT named in the accompanying Summons and Complaint.
2. You occupied the premises on or before the date the unlawful detainer (eviction) Complaint was filed.
3. You still occupy the premises.

*(To be completed by the process server)*

DATE OF SERVICE:

*(Date that this form is served or delivered, and posted, and mailed by the officer or process server)*

I DECLARE THE FOLLOWING UNDER PENALTY OF PERJURY:

1. My name is (specify) :
2. I reside at (street address, unit No., city and ZIP code):
3. The address of "the premises" subject to this claim is (address) :
4. On (insert date) :  , the landlord or the landlord's authorized agent filed a complaint to recover possession of the premises. (This date is the court filing date on the accompanying Summons and Complaint.)
5. I occupied the premises on the date the complaint was filed (the date in item 4). I have continued to occupy the premises ever since.
6. I was at least 18 years of age on the date the complaint was filed (the date in item 4).
7. I claim a right to possession of the premises because I occupied the premises on the date the complaint was filed (the date in item 4).
8. I was not named in the Summons and Complaint.
9. I understand that if I make this claim of right to possession, I will be added as a defendant to the unlawful detainer (eviction) action.
10. (Filing fee) I understand that I must go to the court and pay a filing fee of \$ \_\_\_\_\_ or file with the court the form "Application for Waiver of Court Fees and Costs." I understand that if I don't pay the filing fee or file with the court the form for waiver of court fees within 10 days from the date of service on this form (excluding court holidays), I will not be entitled to make a claim of right to possession.

(Continued on reverse)





DATE: April 22, 2013  
TO: Jeffery W. Gibson, Community Development Director  
FROM: Planning Division  
SUBJECT: Administrative Approval MIS12-00331 • K.K. Chang AIA

Request for an Administrative Approval to allow a Minor Modification to a previously approved Precise Plan of Development (PP70-12) to allow façade changes for all buildings in the shopping center and parking lot improvements.

Applicant: K.K. Chang AIA (Ching-Hung & Mei-Ying Chiang Trust and Mei Hwa Chen Trust)  
Location: 4215 – 4315 Pacific Coast Highway (APNs: 7529-018-022 & 023)  
Zone: C-2

The existing commercial shopping center, on the northwest corner of Pacific Coast Highway and Anza Avenue, was approved in 1970, via Precise Plan of Development (PP70-12). A Conditional Use Permit (CUP83-62) was approved in 1984, to allow the operation of a restaurant with on-sale beer and wine consumption. In 1987, a Modification of CUP83-62 was approved to upgrade the license to full liquor service. CUP91-43 and MOD91-9 of PP70-12 were approved in 1991 to allow the operation of a fast food restaurant.

The center is currently anchored by the Ross Dress for Less and the CVS drug store, on either side of the large main building, with three small units in between the two large stores, namely, Mexican Riviera Family Restaurant, a vacant space occupied formerly by Aloha Cleaners, and Redondo Beauty Supply & Salon. The property also has two smaller freestanding buildings, with Wilson Burger occupying the building adjacent to the northeast portion of the property adjacent to Anza Avenue, and Donut Den and Lazimi Security and Key locksmith occupying the building adjacent to the southwest portion of the property near Pacific Coast Highway. The ARCO gasoline station located on the corner of the block at 4205 Pacific Coast Highway, is separately-owned and not a part of this project.

The applicant is requesting an Administrative Approval to allow façade changes to all of the buildings, as well as, parking lot improvements. The existing exterior treatments include partial mansard roofs with asphalt tiles, projecting wood beams that support the roof, split face concrete block walls, and sign cabinets. The facelift will include new pop-outs that will cover the existing mansard roofing and front wall façade, which will project outwardly from the storefronts. New lighted cornices will trim the new rooflines, which will feature multi-tiered flat lines. Columns will be incorporated to support the pop-outs, and the new façade will be treated with sand finish stucco. A steel tubing arch trellis is proposed above the entrance to the CVS space, and individual channel lettering signage will replace the cabinets. The smaller buildings are likewise proposed with similar façade changes; however, openings near the top of the pop-outs would reveal the existing mansard roofing behind. Staff is recommending a Condition of Approval that the openings shall be designed with opaque glazing or redesigned so that the existing roofing and structures are not visible. Prior to the current submittal, Staff worked with the applicant on several versions of the parking lot area, in order to update and improve the existing layout, including new trash enclosures for each of the freestanding buildings, the removal of two parking spaces off of

Anza Avenue, in order to provide enhanced throating, parking stall size and reconfiguration changes to improve circulation, including the addition of compact spaces, enhanced landscaping along the street frontage on Pacific Coast Highway, full planter fingers at end caps of parking rows, and the addition of a cart corral. While the applicant has submitted all of these changes with the latest plans, Staff will include Conditions of Approval to address some of these improvements, including that a decorative trellis and roof underlayment shall be installed on the existing trash enclosure, located behind the main building, to prevent runoff from entering the storm drains, and that the two new trash enclosures shall likewise be designed. Staff is also recommending a Condition of Approval that a Landscape Plan shall be provided showing the new planter materials and the refurbishment of existing planters.

No change in use is proposed; however, because changes to the parking lot layout were proposed, the following discussion on parking calculations is provided. As the center was built prior to 1988, parking is calculated by utilizing Modified Gross Floor Area (TMC Section 93.1.5), which removes stairs, bathrooms, elevator shafts, mechanical rooms, etc., from the gross floor area. The MGFA of the main building totals 51,685 square feet, with the Wilson Burger's building totaling 691 sq. ft., and the Donut Den building totaling 1,467 sq. ft., for a total building area of 53,843 sq. ft. Based on the various approved food establishments and retail shops, the required parking is 286 spaces. The reconfigured parking lot will provide 302 parking spaces, 16 parking spaces in excess of the required amount, with 257 standard stalls, 37 compact stalls, and 8 ADA stalls. The maximum compact parking permitted is 10% of the required parking, which would amount to 29 stalls; however, as the project provides excess parking, Staff has no objections to compact sizing for a portion of the excess stalls. The existing parking lot contains 312 parking spaces. Ten parking spaces are proposed to be eliminated from the existing layout, in order to improve the site's circulation, and increase landscaping opportunities. Staff does not object to the reduction, as mentioned above, the applicant is providing more than the required parking, there are no open complaints regarding parking, and the circulation and ingress/egress will be improved.

The maximum height of the new façade elements for the main building is shown as 32'-8", with 19' for the Donut Den building and 18' for the Wilson Burger's building. The plans also show that the existing pole sign is to remain; however, Environmental Staff is including a Condition of Approval that the existing pole sign shall be removed and replaced with a new monument sign, as the pole sign is over-height and non-conforming, by today's standards.

In Staff's judgment, the proposal provides an updated contemporary architecture style, with increased articulation and details, enhanced landscaping and improved parking layout and throating. Adequate parking has been provided, and as the land use is not changing, the proposed project is compatible with the surrounding area and is consistent with the Zoning and General Plan. In the judgment of Staff, the project, as conditioned, complies with Code and the Development Standards. For these reasons, Staff recommends approval of the subject request, subject to the following Code Requirements:

1. That the applicant shall provide a comprehensive sign program that details the type and size of wall signage that will be allowed for each tenant and that provides a revised and updated design for the existing over-height pole sign. The sign program must be submitted, reviewed and approved separately from Building Plans; (Environmental)
2. That per Torrance Municipal Code Section 88.6.1, temporary signage in the form of a banner, affixed flat against the building wall, not to exceed a size of sixty square feet is

- allowed with a permit. The banner may be displayed for not more than 90 days per calendar year; (Environmental)
3. That the applicant shall screen all equipment from view with materials that are compatible with the structure. Community Development Staff approval of materials is required; (Environmental)
  4. That all parking spaces, including handicap accessible parking, shall be double-line striped and sized to meet Torrance Municipal Code (93.4.6); show parking as double-lined striped on all plans submitted for approval; (Environmental)
  5. That at least one of the handicap accessible parking spaces shall be van accessible with an eight foot loading area; (Environmental)
  6. That a Construction/Excavation Permit (C&E Permit) is required from the Community Development Department, Engineering Permits and Records Division, for any work in the public right-of-way on Anza Avenue; (Engineering - Permits and Records)
  7. That the applicant shall obtain an Encroachment Permit from CalTrans (213.897.3631) for any work (proposed or required by the City) in the public right-of-way on Pacific Coast Highway. Proof of CalTrans Encroachment Permit application submittal is required prior to issuance of Building Permit; (Engineering - Permits and Records)
  8. That the applicant shall replace patched and cracked sidewalk south of the northerly driveway on Anza Avenue per City of Torrance Standards; (Engineering - Permits and Records)
  9. That the applicant shall replace all the displaced and grinded sidewalk along property frontage on Pacific Coast Highway per CalTrans Standards; (Engineering - Permits and Records)
  10. That the applicant shall replace damaged and lifted curb and gutter located east of west driveway on Pacific Coast Highway per CalTrans Standards; (Engineering - Permits and Records)
  11. That the applicant shall remove and replace the street tree in the parkway on Pacific Coast Highway that has lifted up existing curb and gutter. Contact the Torrance Public Works Department at 310.781.6900 and Jeff Yuen (CalTrans) at 213.897.6381 for information on the type and size of tree for your area; (Engineering - Permits and Records)
  12. That the applicant shall comply with State Department of Water Resources Landscape Design & Irrigation requirements. (Planning)

Staff recommends approval of the subject request, subject to the following Special Conditions:

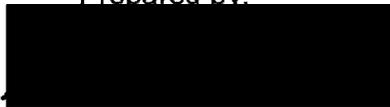
1. That if this Administrative Approval is not implemented within one year after the approval, it shall expire and become null and void unless extended by the Community Development Director for an additional period, as provided for in Section 92.27.1 of the Torrance Municipal Code;
2. That the use of the subject property for a retail commercial center shall be subject to all conditions imposed in MIS12-00331 and any amendments thereto or modifications thereof as may be approved from time to time pursuant to Section 92.28.1 et seq of the Torrance Municipal Code on file in the office of the Community Development Director of the City of Torrance; and further, that the said use shall be established or

constructed and shall be maintained in conformance with such maps, plans, specifications, drawings, applications or other documents presented by the applicant to the Community Development Department and upon which the Community Development Director relied in granting approval;

3. That no outside public telephones or vending machines shall be permitted; (Planning)
4. That publication racks shall be prohibited outside of the building; (Planning)
5. That the applicant shall show the location of all electrical/mechanical equipment located on the property and the method of screening to the satisfaction of the Community Development Director; (Planning)
6. That a landscape plan shall be submitted to the Community Development Department for approval, prior to the issuance of any Building Permits and shall be implemented prior to occupancy. The plan shall utilize drought resistant/xeriscape plant materials, and shall provide state-of-the-art water saving irrigation system and/or drip irrigation for larger shrubs and trees. That if more than 2,500 square feet is irrigated, the project shall comply with the 2010 State Water Efficient Landscape Ordinance. Landscaping shall be maintained to the satisfaction of the Community Development Director; (Planning)
7. That the approved landscape plan shall show the new plant materials, both on and off-site, and the refurbishment of existing planters; (Planning)
8. That an exterior color and material sample board shall be submitted to the Community Development Director for approval, prior to the issuance of any Building Permits; (Planning)
9. That the applicant shall provide a detailed plan for any gates, fences, guardrails, walls, and retaining walls, specifically excluding the use of chain link or barbed wire, for review and approval by the Community Development Director, prior to the issuance of any Building Permits; (Planning)
10. That should any windows be etched, painted with graffiti, or otherwise vandalized, the applicant shall repair and/or replace the windows to the satisfaction of the Community Development Director; (Planning)
11. That all roof equipment shall be screened from public view to the satisfaction of the Community Development Director, prior to the issuance of any Building Permits, and that the openings proposed near the top of the pop-outs shall be designed with opaque glazing or redesigned so that the existing roofing and structures are not visible, to the satisfaction of the Community Development Director; (Planning)
12. That the final building plans shall reflect the backup parking space dimensions, and that they shall meet Torrance Municipal Code standards, and that the applicant shall provide a revised parking lot layout plan reflecting these dimensions; (Planning)
13. That any shopping cart corral storage areas shall be located and surrounded by solid walls and finished to match the design theme for the center, to the satisfaction of the Community Development Director; (Planning)
14. That the applicant shall provide two new NPDES compliant trash enclosures on-site to service the freestanding buildings, built with solid wall masonry construction to match the adjacent building materials, and with a decorative trellis and solid underlayment, and that the existing trash enclosure shall be upgraded to include a decorative trellis with solid underlayment to the satisfaction of the Community Development Director; (Planning)

15. That any future request for a Wireless Antenna Facility shall require a separate approval and would provide for all related equipment cabinets to be located within the existing structure or underground; (Planning)
16. That all Conditions and Code Requirements of PP70-12 shall be met; (Planning)
17. That the applicant shall provide an NPDES compliant trash enclosure which has a metal barrier on top to prevent rainwater intrusion; (Environmental)
18. That the following types of signage are prohibited: a-frame or temporary freestanding signs; bow or flag banners; air assisted signs; persons holding signs (sign twirlers); and window signage with electronically moving copy; (Environmental)
19. That on-site drainage near the northerly driveway on Anza Avenue shall be collected on-site and drain through the curb (to prevent on-site water from flowing over the public sidewalk to the public street); (Engineering - Permits and Records)
20. That prior to the issuance of any building permits, the owner shall provide a letter addressed to the Community Development Department, agreeing to allow for and coordinate with the neighboring property owner to the southeast, for the reconstruction of the existing most easterly driveway on Pacific Coast Highway (shared driveway), should a project to redevelop the southeast property come forward in the future. (Engineering - Permits and Records)
21. That the existing trees (4) at the back of public sidewalk along project frontage on Pacific Coast Highway shall be removed; (Engineering - Permits and Records)
22. That the applicant shall show proof of or grant a reciprocal cross access easement between the three lots (including the lot at northwest corner of Anza Avenue and Pacific Coast Highway) prior to issuance of building permit; (Engineering - Permits and Records)

Prepared by,



Yolanda Gomez  
Planning Associate

Recommended by,



Gregg D. Lodan, AICP  
Planning Manager

**Attachments:**

1. Development Application (on file)
2. Existing & Proposed Site Plans, MGFA floor plans, and Elevations (REVISED) (on file)

This request for an Administrative Approval (MIS12-00331) of a Minor Modification of a previously approved Precise Plan is  APPROVED  DENIED per Section 92.28.1, Modification of Conditions, of the Torrance Municipal Code.

22 April 13

Date



Jeffrey W. Gibson  
Community Development Director

Decisions made by the Community Development Director are appealable to the Planning Commission within fifteen (15) calendar days of the above approval / denial.

DATE: April 24, 2013  
TO: Jeffery W. Gibson, Community Development Director  
FROM: Planning Division  
SUBJECT: **Minor Modification Permit (SAT96-0004) – Sprint PCS (Sepulveda Holdings LLC)**

A request for approval of a Minor Modification of a previously approved Satellite Antennae Permit (SAT96-0004) to replace existing rooftop antennas and equipment on property located in the HBCSP-DA2 Zone at 3812 Sepulveda Boulevard.

Applicant: Sprint PCS  
Case No: MIS13-00087 (SAT96-0004)  
Location: 3812 Sepulveda Boulevard  
Zoning: HBCSP-DA2 Sub District

The subject property is located near the southwest corner of Hawthorne Boulevard and Sepulveda Boulevard. The property is developed with a five-story commercial bank building with penthouse. In August of 1996, SAT96-0004 approved the rooftop installation of a wireless telecommunications facility consisting of nine antennas and their related equipment cabinet.

The applicants are requesting to remove the nine antennas and replace them with three panel antennas, six RRH units, six combiners, and one microwave dish. Also, four existing equipment cabinets will be removed and replaced with three cabinets. The purpose of this application is to upgrade the current network.

The existing antennas are located towards the northeast corner of the building (Sector 1), and on the southeast (Sector 2) and northwest (Sector 3) corners of the penthouse. Sector 1 currently has three antennas and is proposed to have a microwave dish on the west end, a combination mount (with an RRH unit and combiner on a single mount), and new antenna on the east end. Sectors 2 and 3 currently have three antennas, and are proposed to have a combination mount (facing the building) and an antenna.

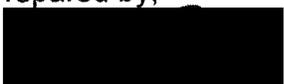
The existing FRP screening of Sector 1 will be extended outward by 1.66 feet to accommodate the new microwave and mounts. Sectors 2 and 3 are currently not screened, but high and far away enough that they are not easily visible. The project also results in less antennas for these sectors. In addition, the plans indicate that all antennas and hardware will be painted to match the building. The associated equipment will be located within an existing equipment lease area on the roof and will not be visible.

Staff notes that there are currently several carriers that have been approved over the years on the roof of this building: AT&T (SAT05-00008), Metro PCS (SAT07-00011), T-Mobile (SAT09-00003), and Nextel/Clearwire (SAT09-00011).

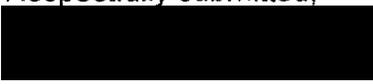
Locating the proposed antennas at the existing building will have less of an impact than establishing a new location on a different property. The visual impact will be minimal, as the antennas are atop the penthouse level of a five-story building and will either be screened with FRP screen walls or painted to match the building's exterior. Furthermore, there are already a number of various other wireless telecommunications facilities onsite.

Staff finds that the requirements of the Torrance Municipal Code Section 92.39.060 regulating permit review procedures of telecommunications facilities have been satisfied, and recommends approval of the applicant's request, subject to the following conditions:

1. That if this Administrative Approval is not implemented within one year after the approval, it shall expire and become null and void unless extended by the Community Development Director for an additional period, as provided for in Section 92.27.1 of the Torrance Municipal Code;
2. That the applicant shall obtain all necessary building permits/inspections; (Building and Safety)
3. That all requirements provided under Ordinance No. 3058, Section 92.2.8, Satellite Antennas, of the Torrance Municipal Code, Division 9, shall be met prior to the issuance of building permits; (Planning)
4. That applicant shall submit Wind Load Calculations or a statement that such facility is not subject to wind loads prepared or approved by an engineer registered in California; (Planning)
5. That applicant shall submit Emission Standards and Non-Interference Data showing the specific frequency range that the facility will use upon and throughout activation, certification that the facility will continuously comply with FCC emissions standards, and that use of the telecom facility will not interfere with other communication, radio or television transmission or reception; (Planning)
6. That the applicant shall provide for further co-location opportunities for future carriers to the satisfaction of the Community Development Director; (Planning)
7. That all proposed antennas, mounting equipment, and ancillary equipment including all cables, conduits, wiring, etc, shall be painted to match the rooftop area of the building to the satisfaction of the Community Development Director; (Planning)
8. That there shall be periodic paint maintenance of the wireless telecommunication facility (antennas, arrays, screening, equipment cabinets, etc) to the satisfaction of the Community Development Director; (Planning)
9. That the panel antennas, microwave dishes, and all related equipment and equipment cabinets shall be removed if the telecommunications site remains inactive for more than 180 days; and (Planning)
10. That the applicant shall verify that existing on-site SAT facilities are still active and if not, all related antennas and equipment boxes shall be removed prior to Building Permit issuance to the satisfaction of the Community Development Director and Torrance Fire Marshal. (Planning)

Prepared by,  


Soc Angelo Yumul  
 Planning Assistant

Respectfully submitted,  


Gregg D. Lodan, AICP  
 Planning Manager

Attachments:

1. Development Application
2. RF Substantiation: Site Justification
3. Photo Simulations
4. Site Plan, Floor Plan and Elevations

---

This request for a Minor Modification Permit 13-00087 has been      APPROVED      DENIED per Section 92.35.3 of the Torrance Municipal Code.

25 April 13  
 DATE

  
 Jeffrey W. Gibson  
 Community Development Director

Decisions made by the Community Development Director are appealable to the Planning Commission within 15 calendar days following the above date of approval/denial.

DATE: April 26, 2013  
TO: Jeffery W. Gibson, Community Development Director  
FROM: Development Review Division  
SUBJECT: TIME EXTENSION MIS13-00121 – Azrao Investments LLC

Request for approval of a Time Extension for a previously approved Conditional Use Permit (CUP12-00008), Development Permit (DVP12-00005) and Waiver (WAV12-00006) to allow additions to an existing commercial building and the operation of a new take-out restaurant, in conjunction with a Waiver of the southerly side setback on property located in the HBCSP-PR Zone at 20790 Hawthorne Boulevard

Applicant: Azrao Investments LLC  
Location: 20790 Hawthorne Boulevard  
Zone: HBCSP-PR

The applicant, Azrao Investments LLC, is requesting a Time Extension of one year of the above noted entitlements to allow the proposed additions which was originally approved by the Planning Commission on June 20, 2012.

Staff recommends that this request be APPROVED for a period of one year, extending approval of CUP12-00008, DVP12-00005 & WAV12-00006 to June 20, 2014 subject to the following conditions:

1. That this Time Extension is valid until June 20, 2014; (Planning)
2. That all conditions of CUP12-00008, DVP12-00005 & WAV12-00006 as indicated in Planning Commission Resolution Nos. 12-036, 12-037 & 12-039 shall be met;

Prepared by,



Oscar Martinez  
Planning Associate

Recommended by,



Gregg D. Lodan, AICP  
Planning Manager

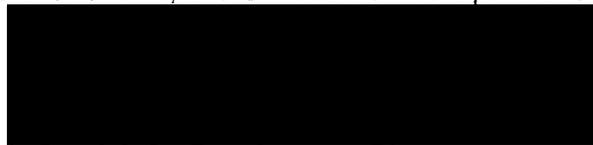
Attachments:

1. Letter of request from Azrao Investments LLC, dated April 25, 2013
2. Planning Commission Resolution Nos. 12-036, 12-037 & 12-039

This request for an Administrative Approval of a time extension (MIS13-00121) is  APPROVED  
 DENIED per Section 92.27.1, Extensions of Time, of the Torrance Municipal Code.

*26 April 13*

Date

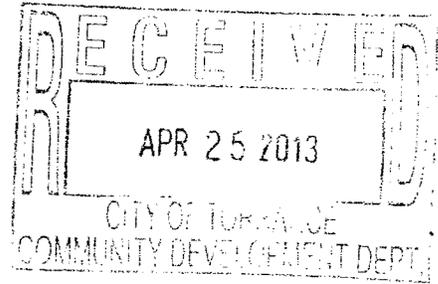


Community Development Director

Decisions made by the Community Development Director are appealable to the Planning Commission within fifteen (15) calendar days of the above approval / denial.



**AZRAO INVESTMENT LLC**



Date: 04/25/2013

To: Community Development Director, Torrance CA.

Subject: Time Extension Request

Address: 20790Hawthorne Blvd., Torrance, CA 90503

Please extend my Conditional Use Permit (Resolution No 12-036 / CUP12-00008 ) and Development Permit (DVP12-00005), which was approved by the Planning Commission on June 20, 2012 for additional period. We are already working with CalTrans for street driveway on Hawthorne Blvd and others to develop this location. It is taking some unusual longer time.

In next few months we will be ready to submit Building/Structural plan for permit.

Regards, 7



Zubair Ray Rao  
AZRAO INVESTMENT LLC  
20790 Hawthorne blvd.,  
Torrance, CA 90503

**PLANNING COMMISSION RESOLUTION NO. 12-036**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF TORRANCE, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT AS PROVIDED FOR IN DIVISION 9, CHAPTER 5, ARTICLE 3 OF THE TORRANCE MUNICIPAL CODE TO ALLOW ADDITIONS TO AN EXISTING COMMERCIAL BUILDING AND TO ALLOW THE OPERATION OF A NEW TAKE-OUT ONLY RESTAURANT ON PROPERTY LOCATED IN THE H-PR ZONE AT 20790 HAWTHORNE BOULEVARD.

**CUP12-00008: JULIE OAKES (AZRAO INVESTMENTS)**

**WHEREAS**, in-fill development projects within City limits on a project site of no more than five acres substantially surrounded by urban uses are Categorically Exempted by the Guidelines for Implementation of the California Environmental Quality Act, Section 15332; and

**WHEREAS**, due and legal publication of notice was given to owners of property in the vicinity thereof and due and legal hearings have been held, all in accordance with the provisions of Division 9, Chapter 5, Article 1 of the Torrance Municipal Code; and

**WHEREAS**, the Planning Commission of the City of Torrance at its meeting of June 20, 2012, conducted a duly noticed public hearing to consider an application for a Conditional Use Permit filed by Julie Oakes (Azrao Investments) to allow the additions to an existing commercial building and to allow the operation of a new take-out only restaurant on property located in the H-PR Zone at 20790 Hawthorne Boulevard; and

**WHEREAS**, the Planning Commission of the City of Torrance does hereby find and determine as follows:

- a) That property for which this Conditional Use Permit is approved is located at 20790 Hawthorne Boulevard;
- b) That the property's Assessor Parcel Number is 7524-011-053;
- c) That the proposed additions to an existing commercial building and operation of a take-out only restaurant is conditionally permitted within H-PR Zone and complies with all of the applicable provisions of the Torrance Municipal Code, as conditioned;
- d) That the proposed additions to an existing commercial building and operation of a take-out only restaurant will not impair the integrity and character of the zoning district because take-out only restaurants are conditionally permitted in the H-PR Zone;
- e) That the subject site is physically suitable for additions to an existing commercial building and operation of a take-out only restaurant because the site in which the project is located on is 33,439 square feet and will have a floor area ratio of 0.33 which is within the 0.6 maximum allowed in the Zone;
- f) That the proposed additions to an existing commercial building and operation of a take-out only restaurant is compatible with the existing nearby land uses because the proposed use, as conditioned, will not interfere with existing commercial or residential uses in the immediate area;
- g) The proposed additions to an existing commercial building and operation of a take-out only restaurant will be compatible with existing and proposed future land uses within the

H-PR Zone and the general area in which the proposed use is to be located as take-out only restaurants are conditionally permitted in the Zone;

- h) That the proposed additions to an existing commercial building and operation of a take-out only restaurant will encourage and be consistent with the orderly development of the City as provided for in the General Plan and Specific Plan because the use is conditionally permitted in this zone;
- i) The proposed additions to an existing commercial building and operation of a take-out only restaurant will not discourage the appropriate existing or planned future use of surrounding property because the development furthers the goals of the General Plan and the proposed operation will not conflict with the surrounding commercial uses, as conditioned;
- j) That there will be adequate provisions for water, sanitation, and public utilities and services to ensure that the proposed operation is not detrimental to public health and safety;
- k) That there will be adequate provisions for public access, as conditioned, to serve the proposed use because this property can be accessed via Emerald Street and Hawthorne Boulevard;
- l) That the proposed location, size, design, and operating characteristics of the proposed use would not be detrimental to the public interest, health, safety, convenience or welfare, or to the property of person located in the area;
- m) That the proposed use, as conditioned, will not produce any or all of the following results:
  - Damage or nuisance from noise, smoke, odor, dust or vibration,
  - Hazard from explosion, contamination or fire,
  - Hazard occasioned by unusual volume or character of traffic or the congregating of large numbers of people or vehicles;

**WHEREAS**, the Planning Commission by the following roll call vote **APPROVED** CUP12-00008, subject to conditions:

AYES: COMMISSIONERS: D'ANJOU; POLCARI; UCHIMA; WEIDEMAN;  
CHAIRPERSON SKOLL

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS: GIBSON; RIZZO

ABSTAIN: COMMISSIONERS:

**NOW, THEREFORE, BE IT RESOLVED** that CUP12-00008 filed by Julie Oakes (Azrao Investments) to allow the additions to an existing commercial building and to allow the operation of a new take-out only restaurant on property located in the H-PR Zone at 20790 Hawthorne Boulevard on file in the Community Development Department of the City of Torrance, is hereby **APPROVED** subject to the following conditions:

1. That the use of the subject property for additions to the existing commercial building and operation of a take-out only restaurant shall be subject to all conditions imposed in Planning Commission case CUP12-00008; and any amendments thereto or modifications thereof as may be approved from time to time pursuant to Section 92.28.1 et seq. of the Torrance Municipal Code on file in the office of the Community Development Director of the City of

Torrance; and shall be maintained in conformance with such maps, plans, specifications, drawings, applications or other documents presented by the applicant to the Community Development Department and upon which the Planning Commission relied in granting approval;

2. That if this Conditional Use Permit is not used within one year after granting of the permit, it shall expire and become null and void unless extended by the Community Development Director for an additional period as provided for in Section 92.27.1;
3. That the take-out only restaurant shall not exceed a maximum of 1,400 square feet to the satisfaction of the Community Development Director; (Development Review)
4. That within 30 days of the final public hearing, the applicants shall remove the City's "Public Notice" sign, provided there is no appeal, to the satisfaction of the Community Development Director; (Development Review)
5. That there shall be no outdoor vending machines, pay phones, kiosks, storage containers, etc. permitted onsite; (Development Review)
6. That the applicant shall repurpose/reduce/relocate/remove the existing 500 square foot storage building located along the north property line prior to occupancy, to the satisfaction of the Community Development Director; (Amended by Planning Commission)
7. That the applicant shall provide a 5-foot minimum landscape setback along the resulting Emerald Street property line;
8. That the applicant shall remove the canopy located at the north side of the building prior to occupancy; (Development Review)
9. That the applicant shall continue to work with staff to redesign the parking area located at the northeast portion of the lot to the satisfaction of the Community Development Director; (Development Review)
10. That the applicant shall continue to work with staff to improve on-site circulation to the satisfaction of the Community Development Director; (Development Review)
11. That parking space #25 shall be relocated and the area be converted to landscaping to the satisfaction of the Community Development Director; (Development Review)
12. That the applicant shall construct a landscape planter along the northerly property line to the satisfaction of the Community Development Director; (Development Review)
13. That a landscape plan shall be submitted to the Community Development Department for approval prior to the issuance of any building permits and shall be implemented prior to occupancy. The plan shall utilize drought resistant/xeriscape plant materials, and shall provide state-of-the-art water saving irrigation system and/or drip irrigation for larger shrubs and trees. That if more than 2,500 square feet is irrigated, the project shall comply with the 2010 State Water Efficient Landscape Ordinance. Landscaping shall be maintained to the satisfaction of the Community Development Director; (Development Review)
14. That exterior color and material samples, incorporating the use of District Color of "Burgundy" (Pantone Matching System Reference #505) shall be submitted to the Community Development Director for approval prior to the issuance of any building permits; (Development Review)
15. That an exterior lighting plan incorporating the design themes of the District shall be submitted to the Community Development Department for approval prior to the issuance of any building permits to ensure adequate lighting for exterior doorways, parking spaces, and

pedestrian walkways to the satisfaction of the Community Development Director. Lighting shall be directed away from residential uses; (Development Review)

16. That the applicant shall show the location of all electrical/mechanical equipment located on the property and the method of screening to the satisfaction of the Community Development Director. Equipment cannot be located within the front setback areas; (Development Review)
17. That vehicles associated with the proposed operation, including employees and visitors, are required to park on site; (Development Review)
18. The applicant shall provide a sign program which details the wall, ground, directional signs and menu boards proposed for this use. Signage requires a separate review and approval; (Environmental)
19. The following types of signs shall be prohibited for this use: a-frame or freestanding signs; bow or flag banners; air assisted signs; signs attached to light or utility poles, trees or vehicles; persons holding signs; and temporary signs attached to the roof of the building and persons holding signs; (Environmental)
20. The applicant shall provide a noise report performed by a professional acoustical consultant to the satisfaction of the Environmental Division, the consultant shall contact the Environmental Division prior to preparing the noise attenuation plan; (Environmental)
21. The applicant shall post signage on the site which prohibits deliveries, trash pick-ups, and parking lot sweeping between 10:00 p.m. and 7:00 a.m. per Torrance Municipal Code Section 92.30.4; (Environmental)
22. That the applicant shall provide bins within the trash enclosure for the storage and retrieval of trash and recyclable materials and the trash enclosure shall be constructed with solid doors, a metal barrier roof covering to prevent rain water intrusion and a trellis cover. Verify at final inspection that the waste hauler will also collect recyclable materials; (Environmental)
23. That a commercial radius type driveway, minimum 30 feet wide, with depressed back of walk and wheelchair ramps shall be constructed on Hawthorne Boulevard; (Engineering)
24. That on-site drainage shall be collected within the lot and drained through the curb to the public street; (Engineering)
25. That the applicant shall remove the existing 7' wide concrete sidewalk adjacent to curb on Hawthorne Blvd. and construct grass sod or other approved landscaping with irrigation system in the parkway area along property frontage; (Engineering)
26. That the applicant shall dedicate property for the purpose of street and highway improvements (right turn lane) on Emerald Avenue; specifically, an up to 10 foot wide dedication along the entire length of property frontage on Emerald Avenue. Additionally, dedicate a 25 foot radius corner cutoff at the northeast corner of Hawthorne and Emerald Avenue. Required dedication shall be submitted to the Engineering Division of the Community Development Department prior to issuance of building permits; (Transportation)

27. The applicant shall install "No Parking Anytime Signs" along the entire length of property frontage on Emerald Avenue; (Transportation)

Introduced, approved and adopted this 20<sup>th</sup> day of June, 2012.

[Redacted Signature]

Chairman, Torrance Planning Commission

ATTEST:

[Redacted Signature]

Secretary, Torrance Planning Commission



**PLANNING COMMISSION RESOLUTION NO. 12-037**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF TORRANCE, CALIFORNIA, APPROVING A DEVELOPMENT PERMIT AS PROVIDED FOR IN DIVISION 9, CHAPTER 2, ARTICLE 36 OF THE TORRANCE MUNICIPAL CODE TO ALLOW ADDITIONS TO AN EXISTING COMMERCIAL BUILDING AND TO ALLOW THE OPERATION OF A TAKE-OUT ONLY RESTAURANT ON PROPERTY LOCATED IN THE H-PR ZONE AT 20790 HAWTHORNE BOULEVARD.

**DVP12-00005: JULIE OAKES (AZRAO INVESTMENTS)**

**WHEREAS**, in-fill development projects within City limits on a project site of no more than five acres substantially surrounded by urban uses are Categorically Exempted by the Guidelines for Implementation of the California Environmental Quality Act, Section 15332; and

**WHEREAS**, due and legal publication of notice was given to owners of property in the vicinity thereof and due and legal hearings have been held, all in accordance with the provisions of Division 9, Chapter 5, Article 1 of the Torrance Municipal Code; and

**WHEREAS**, the Planning Commission of the City of Torrance at its meeting of June 20, 2012, conducted a duly noticed public hearing to consider an application for a Conditional Use Permit filed by Julie Oakes (Azrao Investments) to allow the additions to an existing commercial building and to allow the operation of a new take-out only restaurant on property located in the H-PR Zone at 20790 Hawthorne Boulevard; and

**WHEREAS**, the Planning Commission of the City of Torrance does hereby find and determine as follows:

- a) That property for which this Development Permit is approved is located at 20790 Hawthorne Boulevard;
- b) That the property's Assessor Parcel Number is 7524-011-053;
- c) That the proposed additions to an existing commercial building and to allow the operation of a new take-out only restaurant is consistent with the purpose and requirements of the Promenade Sub-district, complies with all applicable provisions of the Hawthorne Boulevard Corridor Specific Plan, as conditioned, and is consistent with the objectives, policies, and programs of the General Plan and with the land use designation of General Commercial and zone;
- d) That the proposed project, as conditioned, conforms with all applicable design/landscaping guidelines, with the exception of the southerly setback requirement due to a dedication requirement, and review criteria of the Hawthorne Boulevard Corridor Specific Plan. Further, the development has been designed and conditioned to minimize possibly intrusive impacts on surrounding properties;
- e) That the subject site is physically suitable for the type and intensity of development, and for the type of land use being proposed as the site provides adequate parking, as conditioned, and will have a floor area ratio of 0.33;
- f) That by virtue of high quality design and construction, the proposed development will positively contribute to the orderly and harmonious development of the Hawthorne

Boulevard Corridor and the general welfare of the City as it will be implementing the District design guidelines and appropriate uses;

- g) That the proposed development will enhance the commercial development of the area so as to increase the taxable value of real property and sales tax return to the City, and to maintain the stability and value of the property and of the Hawthorne Boulevard Corridor as a desirable commercial area by providing services to residents and employees in the area;
- h) That traffic impacts have been mitigated, in whole or in part by the design of the on-site circulation system so as to minimize hazard and congestion, to facilitate on-site movements, and to maximize opportunities for pedestrian and transit connections via pedestrian access off of Hawthorne Boulevard, as conditioned. Furthermore, a dedication requirement along Emerald Street will allow for improved traffic circulation at the intersection of Hawthorne Boulevard and Emerald Street;
- i) That there are adequate provisions for water, sanitation, and public utilities and services to ensure that the proposed development is not detrimental to public health and safety as the site is located in an area surrounded by urban uses;
- j) That the proposed development is consistent with the objectives, policies, general land uses and programs of the Torrance General Plan as it is an appropriate use for designation and conforms to the Floor Area Ratio requirement for the area;
- k) That the proposed development would not be detrimental to the public interest, health, safety, convenience or welfare as it complies with all required development standards, as conditioned;
- l) The proposed development meets the requirements of the California Environmental Quality Act as it is Categorically Exempted by the Guidelines for Implementation of the California Environmental Quality Act, Section 15332 and Section 15305;

**WHEREAS**, the Planning Commission by the following roll call vote APPROVED DVP12-00005, subject to conditions:

AYES:	COMMISSIONERS: D'ANJOU; POLCARI; UCHIMA; WEIDEMAN; CHAIRPERSON SKOLL
NOES:	COMMISSIONERS:
ABSENT:	COMMISSIONERS: GIBSON; RIZZO
ABSTAIN:	COMMISSIONERS:

**NOW, THEREFORE, BE IT RESOLVED** that DVP12-00005 filed by Julie Oakes (Azrao Investments) to allow the additions to an existing commercial building and to allow the operation of a new take-out only restaurant on property located in the H-PR Zone at 20790 Hawthorne Boulevard on file in the Community Development Department of the City of Torrance, is hereby APPROVED subject to the following conditions:

1. That the development and use of the subject property for additions to an existing commercial building and to allow the operation of a new take-out only restaurant shall be subject to all conditions imposed in Planning Commission case Development Permit 12-00005; and any amendments thereto or modifications thereof as may be approved from time to time pursuant to Section 92.28.1 et seq. of the Torrance Municipal Code on file in the office of the Community Development Director of the City of Torrance; and shall be maintained in conformance with such maps, plans, specifications, drawings, applications or

other documents presented by the applicant to the Community Development Department and upon which the Planning Commission relied in granting approval;

2. That if this Development Permit is not used within one year after granting of the permit, it shall expire and become null and void unless extended by the Community Development Director for an additional period as provided for in Section 92.27.1; and
3. That the applicants shall comply with all conditions of CUP12-00008 & WAV12-00006;

Introduced, approved and adopted this 20<sup>th</sup> day of June, 2012.



Chairman, Torrance Planning Commission

ATTEST:



Secretary, Torrance Planning Commission



**PLANNING COMMISSION RESOLUTION NO. 12-039**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF TORRANCE, CALIFORNIA, APPROVING A WAIVER AS PROVIDED FOR IN DIVISION 9, CHAPTER 4, ARTICLE 2 OF THE TORRANCE MUNICIPAL CODE TO ALLOW A REDUCTION OF THE SOUTH SIDE SETBACK REQUIREMENT, IN CONJUNCTION WITH ADDITIONS TO AN EXISTING COMMERCIAL BUILDING AND THE OPERATION OF A TAKE OUT ONLY RESTAURANT ON PROPERTY LOCATED IN THE HBCSP-PR ZONE AT 20790 HAWTHORNE BOULEVARD.

**WAV12-00006: JULIE OAKES (AZRAO INVESTMENTS)**

**WHEREAS**, Setback Waivers are Categorically Exempted by the Guidelines for Implementation of the California Environmental Quality Act; Article 19, Class 5, Section 15305 (a); and

**WHEREAS**, due and legal publication of notice was given to owners of property in the vicinity thereof and due and legal hearings have been held, all in accordance with the provisions of Division 9, Chapter 4, Article 2 of the Torrance Municipal Code; and

**WHEREAS**, the Planning Commission of the City of Torrance at its meeting of June 20, 2012, conducted a duly noticed public hearing to consider an application for a Waiver filed by Julie Oakes (Azrao Investments) to allow a reduction of the south side setback requirement, in conjunction with additions to an existing commercial building and the operation of a take-out only restaurant on property located in the H-PR Zone at 20790 Hawthorne Boulevard; and

**WHEREAS**, the Planning Commission of the City of Torrance does hereby find and determine as follows:

- a) That property for which this Waiver is approved is located at 20790 Hawthorne Boulevard;
- b) That the property's Assessor Parcel Number is 7524-011-053;
- c) That the project is in compliance with the General Commercial General Plan Designation and the Promenade Sub-district of the HBCSP Zone with the exception of the southerly side setback, as conditioned;
- d) That there are unreasonable difficulties resulting from strict enforcement of the side setback requirement as the reduced setback is a result of a street dedication requirement;
- e) That the reduction of the side setback requirement will not be materially detrimental to the public welfare because the reduced setback will continue to allow a landscape planter area, as conditioned, and because the project is in conformance with height, floor area ratio, and parking requirements;
- f) That the reduction of setback requirement will not substantially interfere with the orderly development of the City because reduced setback will not interfere and ultimately improve, pedestrian and vehicular access and circulation around and on the site;

**WHEREAS**, the Planning Commission by the following roll call vote APPROVED WAV12-00006, subject to conditions:

AYES: COMMISSIONERS: D'ANJOU; POLCARI; UCHIMA; WEIDEMAN;  
CHAIRPERSON SKOLL

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS: GIBSON; RIZZO

ABSTAIN: COMMISSIONERS:

**NOW, THEREFORE, BE IT RESOLVED** that WAV12-00006 filed by Julie Oakes (Azrao Investments) to allow a reduction of the south side setback requirement, in conjunction with additions to an existing commercial building and the operation of a take-out only restaurant on property located in the H-PR Zone at 20790 Hawthorne Boulevard on file in the Community Development Department of the City of Torrance, is hereby APPROVED subject to the following conditions:

1. That the development and use of the subject property for additions to an existing commercial building and operation of a take-out only restaurant shall be subject to all conditions imposed in Planning Commission case Waiver 12-00006 and any amendments thereto or modifications thereof as may be approved from time to time pursuant to Section 92.28.1 et seq. of the Torrance Municipal Code on file in the office of the Community Development Director of the City of Torrance; and further, that the said use shall be established for constructed and shall be maintained in conformance with such maps, plans, specifications, drawings, applications or other documents presented by the applicant to the Community Development Department and upon which the Planning Commission relied in granting approval;
2. That if this Waiver is not used within one year after granting of the permit, it shall expire and become null and void unless extended by the Community Development Director for an additional period as provided for in Section 92.27.1;
3. That the applicant shall provide a 5-foot minimum landscape setback along the resulting Emerald Street property line;
4. That the applicants shall comply with all conditions of CUP12-00008 & DVP12-00005;

Introduced, approved and adopted this 20<sup>th</sup> day of June, 2012.

  
Chairman, Torrance Planning Commission

ATTEST:

  
Secretary, Torrance Planning Commission

STATE OF CALIFORNIA       )  
COUNTY OF LOS ANGELES) ss  
CITY OF TORRANCE       )

I, GREGG LODAN, Secretary to the Planning Commission of the City of Torrance, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the Planning Commission of the City of Torrance at a regular meeting of said Commission held on the 20<sup>th</sup> day of June, 2012, by the following roll call vote:

AYES: COMMISSIONERS: D'ANJOU; POLCARI; UCHIMA; WEIDEMAN;  
CHAIRPERSON SKOLL

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS: GIBSON; RIZZO

ABSTAIN: COMMISSIONERS:



---

Secretary, Torrance Planning Commission

**DATE:** April 26, 2013  
**TO:** Jeffery W. Gibson, Community Development Director  
**FROM:** Development Review Division  
**SUBJECT:** Administrative Approval MIS12-00339 • DCH Toyota of Torrance

Request for an Administrative Approval to allow a Minor Modification of various previously approved entitlements (CUP70-10E, CUP74-30, CUP74-30 MOD, MIS94-00209) to allow a 1,539 square foot office addition to an existing automobile dealership building, with attached 4,022 square foot service reception canopy, façade changes to all buildings, related parking lot reconfiguration and new driveway.

**Applicant:** Joe Marca / Marcatects, DCH California Investments LLC  
(City of Torrance)  
**Location:** 2955 Pacific Coast Highway  
**Zone:** C-3

In 1964, an automobile dealership and repair facility were constructed. In 1970, an Exemption to a Conditional Use Permit (CUP70-10E) was approved to allow the expansion of the existing automobile dealership; various modifications followed for a variety of additions. In 1974, CUP74-30 (EA74-55) was approved to allow the remodeling and addition to the existing dealership; various modifications followed for a variety of additions. In 1984, various modifications were approved to allow additions to the existing dealership and service areas. In 1987, a modification to CUP74-30 (EA86-23) was approved to allow the construction of a parking structure on the existing automobile dealership site. In 1994, a minor modification (MIS94-00209) of CUP74-30 was approved to allow the construction of a new showroom/office building and renovation of portions of the existing retail parts and service building.

In 2009, CUP09-00002 was approved for a new showroom, located across the street from the subject site, at 2909 Pacific Coast Highway. The building was completed in 2012, and the majority of the existing showroom use at 2955 Pacific Coast Highway was relocated to the new building. The former showroom building, on the subject site, will be converted to service employee and business office work areas, with minimal showroom space, and will include a customer lounge. The applicant is requesting an Administrative Approval to allow these renovations, along with a 1,539 square foot office addition to the former automobile dealership building, an attached 4,022 square foot service reception canopy, façade changes to all buildings, related parking lot reconfiguration and a new driveway.

The subject property is L-shaped, and contains two detached buildings, the existing showroom on the east side of the site, and the service building on the west side. A parking structure is located above the majority of the service building. Parking, display areas, drive aisles, queuing lanes for service, landscaping, and an outdoor patio for customers, encompass the remainder of the site.

A wedge shaped 1,539 square foot addition is proposed on the west side of the former showroom building, and will be utilized for a new service writers' area. A portion of this addition is proposed along the north property leasehold line, adjacent to Torrance Fire Station No. 2. An existing block wall separates the two properties. A rectangularly

shaped (approximately 53' x 75') 4,022 square foot canopy will be attached to the new service writers' area, supported by four columns. The canopy will provide cover for customers and their vehicles as they lineup to request service. Two small offices, totaling 146 sq. ft., labeled as "#1 and #2 Quick Service" on the floor plan, are located adjacent to the two westerly columns. Five lanes are proposed under this service canopy, which is located approximately 60 feet from the new driveway off Pacific Coast Highway. The new driveway is proposed approximately 35 feet east of the existing midblock driveway, which will be demolished and replaced by parkway, sidewalk and landscape planter.

Staff worked with the applicant prior to the original submittal, and also after the submittal, through several iterations of the new driveway entrance leading into the new service write-up area. The applicant's final version shown as Option D, dated April 4, 2013 (Attachment No. 3), shows the new driveway with a 40-foot width, providing adequate space for right and left inbound access, as well as, right and left outbound travel. The site plan also shows a tapered approach to the new driveway, in order to facilitate ingress. The applicant is not proposing any changes to the existing driveways at the southwest corner of the property on Pacific Coast Highway and the northeast corner on Robinson Way. However, Engineering Staff is recommending a Condition of Approval that the west most driveway on Pacific Coast Highway shall be reconstructed to current standards, including the widening of the driveway to a minimum of 30 feet.

The former showroom building is proposed with exterior materials and color to match the new showroom building, across the street, which include aluminum composite panels in silver and red, along the top portion of the building, with synthetic stucco and white paint for the existing CMU, along the remainder of the building. The existing service building/parking structure will also provide some new exterior materials, on the south and east elevations, and a 20' portion of the west elevation, near Pacific Coast Highway, which will continue the new theme, with aluminum composite panels in silver and red along the top portion. However, the remainder of the stucco and CMU portion of the building will remain, as is, in anticipation of a possible future renovation project, for this building.

The applicant is proposing a slight reconfiguration of the parking lot striping, in order to improve on-site vehicular circulation, and to accommodate for the additions, new driveway, new landscaping, and two separate patios for customers and employees, located on the east side of the former showroom building. The resulting changes to this site will affect the parking requirements; however, the applicant has shown on the site plan that the project will provide excess parking. Staff has calculated the proposed display/inventory area as 3,476 square feet, requiring 1.74 parking stalls; a maximum of 73 employees, requiring 36.50 parking stalls; and 44 service bays, requiring 88 net parking stalls, for a net parking requirement of 127 spaces. According to the applicant's plans, parking has been provided totaling 159 parking stalls, with the following breakdown: customer parking = 18; employee parking = 51 (22 at grade, 29 on the deck); service parking = 90 (30 at grade, 60 on the deck). Staff conducted a site visit of the property and observed that the parking deck was no longer striped for parking, and is being used as a car wash area. Staff is recommending a Condition of Approval that the applicant shall stripe the parking deck, as shown on the site plan, and that the carwash use shall be shown on the plans, with verification that the wastewater is not going into the storm drains without being treated per NPDES standards.

A summary of the statistics is presented below:

<b>DCH Toyota of Torrance • Parking Calculations</b>			
<b>Parking Statistics</b>		<b>Additions</b>	
Display Area - Inside	162 sf	Service Writers' Office Addition	1,539 sf
Display Area - Outside	3,314 sf	Service Reception Canopy	4,022 sf
<i>Total Display Area</i>	<i>3,476 sf</i>	Quick Service Writers' Office	146 sf
Service Bays	44		
Max Employee Count	73		
<b>Parking Required</b>		<b>Parking Provided</b>	
1 Parking Space / 2,000 sf of Display / Inventory sf (3,476 sf)	1.74	Customer	18
Parking Spaces/Bay = 132, Net =	88.00	Service Bays	90
1 Parking Space/2 Employees (73 Employees)	36.50	Employee	51
<b>Total Parking Required</b>	<b>127</b>	<b>Total Parking Provided</b>	<b>159</b>

In Staff's judgment, the additions, façade changes and ancillary site changes will comply with Code, as there is sufficient parking and the updated design will encourage and promote future development of the area. Staff recommends that this request be approved, allowing the additions, façade changes and ancillary site changes, of the previously approved entitlements, subject to the following conditions:

1. That if this Administrative Approval is not implemented within one year after the approval, it shall expire and become null and void unless extended by the Community Development Director for an additional period, as provided for in Section 92.27.1 of the Torrance Municipal Code;
2. That the use of the subject property for an automobile dealership and repair facility shall be subject to all conditions imposed in MIS12-00339 and any amendments thereto or modifications thereof as may be approved from time to time pursuant to Section 92.28.1 et seq of the Torrance Municipal Code on file in the office of the Community Development Director of the City of Torrance; and further, that the said use shall be established or constructed and shall be maintained in conformance with such maps, plans, specifications, drawings, applications or other documents presented by the applicant to the Community Development Department relied in granting approval;
3. That all Conditions and Code Requirements of CUP70-10E, CUP74-30, CUP74-30 MOD, MIS94-00209 shall be met; (Planning)
4. That no outside public telephones or vending machines shall be permitted; (Planning)
5. That publication racks shall be prohibited outside of the building; (Planning)
6. That the applicant shall show the location of all electrical/mechanical equipment located on the property and the method of screening to the satisfaction of the Community Development Director; (Planning)

7. That all vehicles associated with the proposed development, including employees, clients, and visitors shall be required to park on-site; (Planning)
8. That the parking spaces shall be labeled as customer, employee, etc., to the satisfaction of Planning Staff, prior to Building Permit issuance; (Planning)
9. That a revised site plan reflecting the corrected parking calculations, areas, and parking deck usage, shall be submitted to the Community Development Department for approval, prior to Building Permit issuance; (Planning)
10. That no detailing or car washing shall be permitted on-site, unless the applicant is able to provide a plan demonstrating how all runoff will be captured and stored in compliance with NPDES, and shall submit such plan to the Community Development Department for approval, prior to the issuance of any Building and/or Grading Permits; (Planning)
11. That an exterior color and material sample board shall be submitted to the Community Development Department for approval, prior to the issuance of any Building Permits; (Planning)
12. That a landscape plan shall be submitted to the Community Development Department for approval, prior to the issuance of any Building Permits and shall be implemented prior to occupancy. The plan shall utilize drought resistant/xeriscape plant materials, and shall provide state-of-the-art water saving irrigation system and/or drip irrigation for larger shrubs and trees. That if more than 2,500 square feet is irrigated, the project shall comply with the 2010 State Water Efficient Landscape Ordinance. Landscaping shall be maintained to the satisfaction of the Community Development Director; (Planning)
13. That the approved landscape plan shall show the new plant materials, both on and off-site, and the refurbishment of existing planters; (Planning)
14. That the applicant shall provide a detailed plan for any gates, fences, guardrails, walls, and retaining walls, specifically excluding the use of chain link or barbed wire, for review and approval by the Community Development Director, prior to the issuance of any Building Permits; (Planning)
15. That all roof equipment shall be screened from public view to the satisfaction of the Community Development Director, prior to the issuance of any Building Permits, and that the openings proposed near the top of the pop-outs shall be designed with opaque glazing or redesigned so that the existing roofing and structures are not visible, to the satisfaction of the Community Development Director; (Planning)
16. That should the applicant require an outdoor trash enclosure area, the applicant shall construct an NPDES compliant trash enclosure with solid walls, gate, decorative trellis and metal barrier on top to prevent rainwater intrusion, to the satisfaction of the Community Development Department; (Planning)
17. That vehicles shall not be permitted to stack within 35 feet of Pacific Coast Highway; (Planning)
18. That vehicles shall not be permitted to be stored, parked or otherwise block drive aisles; (Planning)
19. That any changes to the proposed usage, underneath the new canopy, shall require prior approval, by the Community Development Department; (Planning)

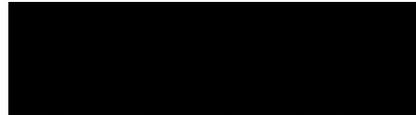
20. That the applicant shall provide one bike rack for any patrons or employees that wish to ride their bike to the property; (Planning)
21. That on-site drainage at the westerly driveway on Airport Dr. shall be collected on-site and drain through the curb (to prevent on-site water from flowing over the public sidewalk) to the public street; (Engineering – Permits & Records)
22. That proposed driveway apron on Pacific Coast Highway shall be constructed as a commercial radius type, 40 feet wide, include tapered approach, with depressed back of walk and wheelchair ramps; (Engineering – Permits & Records)
23. That applicant shall remove 5' of existing sidewalk adjacent to curb along property frontage on Robinson Way and construct grass sod with irrigation system or other approved landscaping in parkway area adjacent to curb; (Engineering – Permits & Records)
24. That the existing most westerly driveway on Pacific Coast Highway shall be reconstructed to a commercial radius type driveway, minimum 30 feet wide, with depressed back of walk and wheelchair ramps; and (Engineering – Permits & Records)
25. That the existing water meter on Pacific Coast Highway shall be relocated if in the proposed driveway apron. (Engineering – Permits & Records)

Prepared by,



Yolanda Gomez  
Planning Associate

Recommended by,



Gregg D. Lodan, AICP  
Planning Manager

**Attachments:**

1. Code Requirements
2. Development Application (on file)
3. Revised Site Plan, Floor Plan and Elevations (on file)

This request for an Administrative Approval (MIS12-00339) of a Minor Modification of a previously approved Conditional Use Permit is  APPROVED  DENIED per Section 92.28.1, Modification of Conditions, of the Torrance Municipal Code.

26 April 13  
Date



Community Development Director

Decisions made by the Community Development Director are appealable to the Planning Commission within fifteen (15) calendar days of the above approval / denial.

## CODE REQUIREMENTS

The following is a partial list of code requirements applicable to the proposed project. All possible code requirements are not provided here and the applicant is strongly advised to contact each individual department for further clarification. The Planning Commission may not waive or alter the code requirements. They are provided for information purposes only.

### Environmental

- The applicant shall provide a sign program which details the type and size of walls. Signage requires a separate review and approval and permit.
- Any equipment installed shall be screened from view. Staff approval of materials is required.

### Engineering – Permits & Records

- A Construction and Excavation Permit (C&E Permit) is required from the Community Development Department, Engineering Permits and Records Division, for any work in the public right-of-way on Airport Drive and Robinson Way.
- Obtain an Encroachment Permit from CalTrans (213-897-3631) for any work (proposed or required by the City) in the public right-of-way on Pacific Coast Highway. Proof of CalTrans Encroachment Permit application submittal is required prior to issuance of Building Permit.
- Install a minimum 4' wide public sidewalk behind the existing power pole on Airport Drive per City of Torrance standards.
- Adjust to grade the existing utility vault in the public sidewalk on Pacific Coast Highway near bus stop. Replace broken sidewalk adjacent to the utility vault.
- Remove all the grouted bricks and portion of missing parkway (full width sidewalk) in the parkway area and construct grass sod with irrigation system or other approved landscaping in parkway along property frontage on Pacific Coast Highway. Maintain full width sidewalk at the bus stop.
- Install a street tree in the City parkway every 50' for the width of this lot on Pacific Coast Highway (City Code sec. 74.3.2). Contact the Torrance Public Works Department at 310-781-6900 and Jeff Yuen (CALTRANS) at 213-897-6381 for information on the type and size of tree for your area.
- Install a street tree in the City parkway every 50' for the width of this lot on Robinson Way (City Code sec. 74.3.2). Contact the Torrance Public Works Department at 310-781-6900 for information on the type and size of tree for your area.
- Install truncated domes on existing wheelchair ramp per Caltrans standards at the northwest corner of Pacific Coast Highway and Robinson Way. Existing wheelchair ramp(s) shall be replaced if not to current Caltrans standards.

### Fire Prevention

- Separate submittal required for fire sprinkler system.
- Separate submittal required for fire alarm system.

DATE: April 18, 2013  
TO: Jeffery W. Gibson, Community Development Director  
FROM: Planning Division  
SUBJECTS: **SATELLITE ANTENNA (SAT12-00003) – Crown Castle**

Request for approval of a Telecom Permit to allow the collocation of a microcellular node, antennas and auxiliary equipment on a utility pole within the public right-of-way along the east side of Hawthorne Boulevard adjacent to 24900 Hawthorne Boulevard.

Applicant: Crown Castle  
Case No: SAT12-00003  
Location: Right-of-Way adjacent to 24900 Hawthorne Blvd  
Zoning: H-WT (Hillside)

The distributed antenna system (DAS) is proposed on a utility pole which is located in the public right-of-way on the east side of Hawthorne Boulevard adjacent to 24900 Hawthorne Blvd. The utility pole currently has a microcellular node with two panel antennas and related equipment approved in 2010 under SAT10-00019.

The applicant proposes to replace the existing 35-foot wooden utility pole (27-feet 6-inches above ground level) with a new 45-foot wooden pole (39-feet above ground level) and mount a total of four panel antennas on a double cross arm, two of which are existing and approved under SAT10-00019. The antennas are proposed to be 22-feet above ground and measure approximately 2-feet in height; two antennas will be oriented to the north and two will be oriented to the south.

As part of the project, the applicant must make modifications to the existing communication lines and guy wires. The three guy wires will be relocated to be at 36-feet, 37-feet and 38-feet above ground level. A new electrical feed line is proposed at 30-feet, a new fiber optic cable line is proposed at 21-feet and the existing communication lines will be relocated to be at 19-feet and 20-feet. The plans also indicate that a multi-radio cabinet will be placed approximately 10-feet south of the utility pole and will house the electrical meter, disconnect box and radios. The proposed cabinet measures 57-inches in height. The existing meter box on the utility cabinet will be removed as all the equipment will be housed in the new meter box on the ground.

Staff forwarded the application and related materials to KramerFirm, Inc. (City's consultant) for review. The consultant reviewed the application and determined that the purpose of this project is to increase existing RF signal coverage for the benefit of AT&T. The report further states that the provided documentation does not represent a significant gap in coverage by AT&T. The first report, dated August 29, 2012, analyzed the project and pointed out some discrepancies between the proposal and the documentation which was submitted. The consultant did review the proposal and made recommendations based on the information provided but also requested additional information. The applicant was made aware and submitted additional documentation to address those discrepancies. The second memorandum, dated March 13, 2013, indicates that the information provided addressed those discrepancies and that sufficient information was provided to proceed.

Based on the consultant's recommendation, staff recommends that the applicant install signage on the wood pole to comply with FCC rules. Staff further recommends that the panel antennas, mounting hardware and cables be painted the same as the utility pole to reduce visual impacts and that the equipment be placed in an underground vault.

Staff finds that the requirements of the Torrance Municipal Code Section 92.39.060 regulating permit review procedures of telecommunications facilities have been satisfied, and recommends approval of the applicant's request, subject to the following conditions:

1. That if this Administrative Approval is not implemented within one year after the approval, it shall expire and become null and void unless extended by the Community Development Director for an additional period, as provided for in Section 92.27.1 of the Torrance Municipal Code; (Planning)
2. That all required provided under Ordinance No. 3058, Section 92.2.8, Satellite Antennas, of the Torrance Municipal Code, Division 9, shall be met prior to the issuance of building permits; (Planning)
3. That NextG and/or AT&T shall place and maintain a permanent RF Caution sign in English and Spanish at the base of the 6' tall utility pole extension just below the cross arm. The signage must be a mini-mum of 8" wide by 12" high, compliant with FCC OET Bulletin 65 or ANSI C95.2 for color, symbol, and content conventions. All such signage shall at all times provide a working local or toll-free telephone number to its network operations center, and such telephone number shall be able to reach a live person who can exert transmitter power-down control over this site as required by the FCC. The location of the sign must be visible immediately prior to climbing above the cross arm; (Planning)
4. That the electrical meter and equipment cabinet be placed within an underground vault to the satisfaction of the Community Development Director; (Planning)
5. That applicant shall submit Wind Load Calculations or a statement that such facility is not subject to wind loads prepared or approved by an engineer registered in California; (Planning)
6. That applicant shall submit Emission Standards and Non-Interference Data showing the specific frequency range that the facility will use upon and throughout activation, certification that the facility will continuously comply with FCC emissions standards, and that use of the telecom facility will not interfere with other communication, radio or television transmission or reception; (Planning)
7. That the antennas and all related equipment cabinets shall be removed if the telecommunications site remains inactive for more than 180 days; (Planning)
8. That the antennas, cables, mounting hardware, etc., shall be painted to match the utility pole to the satisfaction of the Community Development Director; (Planning)
9. That the proposed color for the antennas, screening, boxes, and related equipment antenna shall be submitted for review and approval to the satisfaction of the Community Development Director; (Planning)

- 10. That the applicant shall be responsible for removing/relocating this wireless telecom facility should the utility pole where it is mounted be subject to undergrounding as part of a future development; (Planning)
- 11. That if an emergency generator is placed on site, it shall comply with the Torrance Noise Ordinance and screened to the satisfaction of the Community Development Director; (Environmental)
- 12. That the applicant shall obtain all necessary building permits/inspections; (Building and Safety)

Prepared by  


Oscar Martinez  
 Planning Associate

Recommended by  

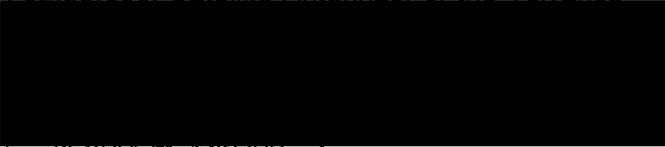

For: Gregg D. Lodan, AICP  
 Planning Manager

Attachments:

- 1. Code Requirements
- 2. KramerFirm, Inc. Memos dated 8/29/12 & 3/13/13
- 3. Site Plan and Elevations (file)

This request for a Satellite Antenna Administrative Review (SAT12-00003) is  APPROVED  
 DENIED per Ordinance No. 3561, Section 92.39.060, Satellite Antennas, of the Torrance Municipal Code, Division 9.

23 April 13  
 DATE

  
 Gregory W. Simpson  
 Community Development Director

Decisions made by the Community Development Director are appealable to the Planning Commission within 15 calendar days following the above date of approval/denial.

## **CODE REQUIREMENTS**

---

The following is a partial list of code requirements applicable to the proposed project. All possible code requirements are not provided here and the applicant is strongly advised to contact each individual department for further clarification. The Community Development Director may not waive or alter the code requirements. They are provided for information purposes only.

### **Planning:**

1. No light shall be permitted for the Telecom facility except for security lighting and such lighting shall be shielded so that direct rays do not shine on nearby properties. (92.39.050)
2. No signage or identifying logos shall be displayed on the telecommunication facility. (92.39.050)
3. Submit a radio frequency compliance and radiation report prepared by a qualified RF engineer with 30 days after installation of the telecom facility. (92.39.070)
4. Must comply with TMC Section 92.39.090 regarding discontinued use or abandonment of facility.

### **Engineering:**

1. A construction and excavation permit is required from the Community Development Department, Engineering Division, for any work in the public right-of-way.

## Memorandum

To: Oscar Martinez [REDACTED]  
From: Christy O'Berry [REDACTED]  
Reviewed by: Jonathan L. Kramer [REDACTED]  
Date: August 29, 2012 [REDACTED]  
RE: SAT12 – 00003 (Crown Castle)  
Right-of-Way Adjacent to 24900 Hawthorne Boulevard

At the direction of the City, I have reviewed the Crown Castle application to install a new distributed antenna system ("DAS") on a utility pole in the public right-of-way adjacent to 24900 Hawthorne Boulevard.

### **Section 6409(a) Evaluation**

I have reviewed the proposed project in light of the recently passed Middle Class Tax Relief and Job Creation Act of 2012 (the "Act"). Section 6409(a) of the Act addresses mandatory approvals of collocations at existing wireless towers, facially eliminating local discretion in connection with collocations.

The instant project is proposed to be constructed on an existing utility pole that was not constructed for, or has a primary use as a wireless tower.

Given that the project is not to be constructed on an existing wireless tower, the instant project does not, in my opinion, fall within the provisions of Section 6409(a), and is not subject to the mandatory approval required by that law. Accordingly, the City's discretionary review of the project pursuant to its Municipal Code is appropriate.

### **Project Purpose**

Crown Castle proposes to install 4 new panel antennas, each approximately 2' tall, mounted to a utility pole at the referenced address. The panel antennas are to be oriented towards 200° TN and 350° TN. Crown Castle proposes to remove the existing 27'-6" utility pole and replace it with a new utility pole that will stand 39' above ground level ("AGL"). The utility pole currently contains 3 overhead guy wires and 2 telephone communications wires.

Crown Castle proposes to relocate the 3 guy wires to 36', 37' and 38' AGL and install an electrical feed line at 30'. The relocation of these lines will meet the California Public Utilities Commissions ("CPUC") requirement that there be a 6' separation between the electrical service and any secondary service on the utility pole.

Crown Castle also proposes to add a fiber optic cable to the utility pole at 21' AGL. To comply with CPUC requirements requiring a 1' separation between



Kramer Firm Inc.

Telecommunications Technology  
Counsel for Government  
Agencies and Private Institutions  
Since 1984

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

Main Office:  
[Kramer@KramerFirm.com](mailto:Kramer@KramerFirm.com)  
Tel +1 (310) 473 9900  
Fax +1 (310) 473 5900

Suite 306  
2001 S. Barrington Avenue  
Los Angeles, California  
90025-5379

utility lines, Crown Castle proposes to relocate the communications wires to 20' and 19' AGL.

The panel antennas are proposed to be mounted to an 8' wide double cross arm mounted at 23'-10" AGL.

Crown Castle proposes to install an equipment cabinet and an electrical meter at ground level approximately 10' south of the base of the utility pole. The proposed equipment cabinet will extend 4'-9" AGL. It appears from the project documentation that the equipment cabinet will house radios, a disconnect box, and an electrical meter.

According to the project plans, Crown Castle proposes to connect the antenna to the equipment cabinet via 3 schedule 80 PVC conduits that will run underground from the cabinet to the utility pole and along the exterior of the utility pole to the antennas. A portion of the cabling may be visible at the base of the antenna.

Crown Castle did not disclose the wireless carrier that will be utilizing this site, however, the RF emissions report provided indicates that Crown Castle is installing this DAS node for the benefit of AT&T.

According to the LSGAC Appendix A form and the Supplemental Technical Information Report for Wireless Telecommunications Facilities ("Supplemental Application") the intended use of the facility is to provide Cellular telephone service at this site. However, a third party RF emissions report from Dr. Bushberg dated November 8, 2010 (the "Bushberg Report") provided by Crown Castle indicates that the panel antennas will support AT&T's service in the Cellular (850 MHz) and PCS (1,900 MHz) bands of service.

### ***Project Purpose***

Crown Castle discloses that the dominant purpose of this project is to increase the existing RF signal level coverage to the area surrounding the site.

Crown Castle has submitted coverage maps depicting existing signal level coverage without the proposed site. The coverage maps do not indicate which band of service they represent.

Figure 1 below, depicts signal coverage levels for the area surrounding the proposed site. The coverage map indicates that the existing signal level coverage is -79 dBm to the northwest of the proposed site (shown in green) and -

87 dBm to the area to the south and east of the proposed site (shown in blue).

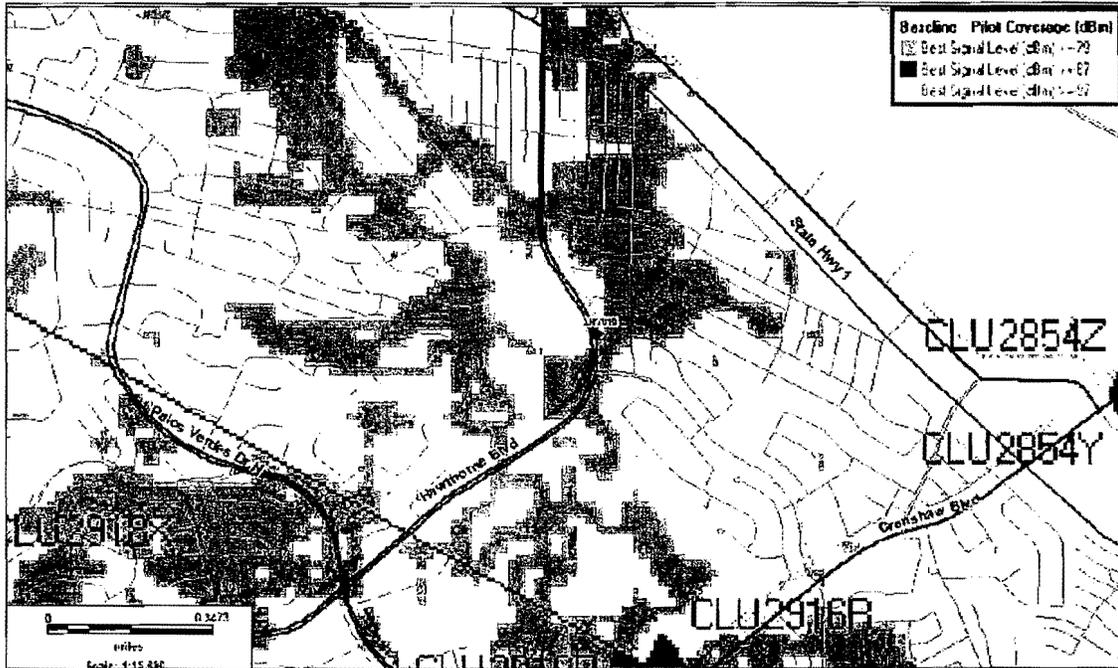
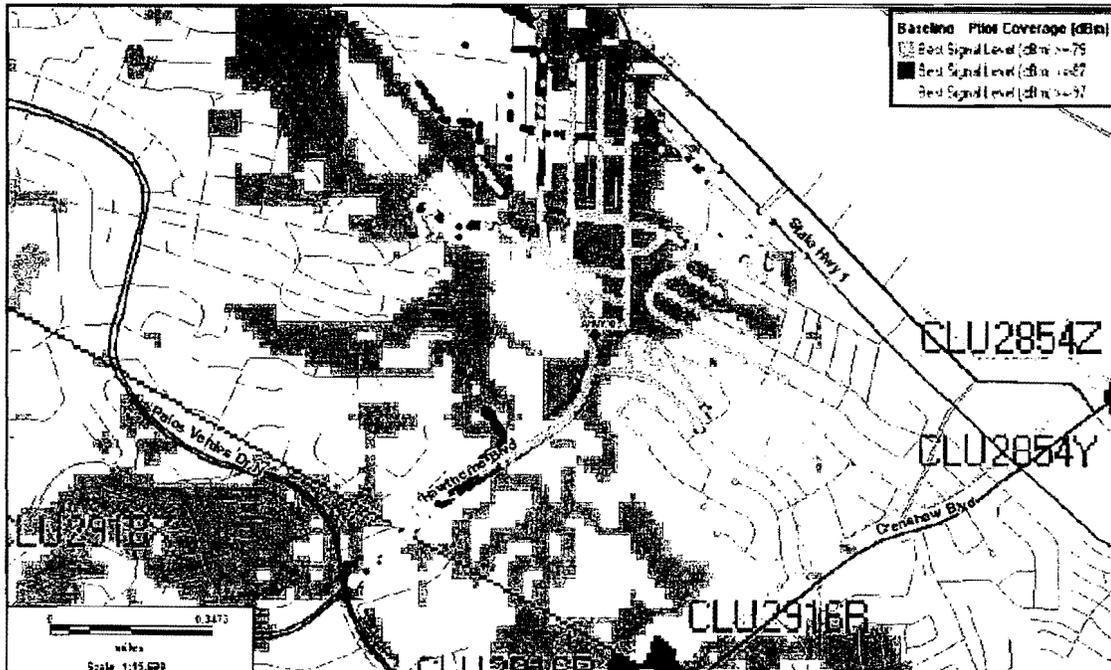


Figure 1: Existing signal coverage without the proposed site (AHW10) as asserted by AT&T. (Source: AT&T).

<Balance of page intentionally left blank>



**Figure 2:** Proposed signal coverage with the proposed site (AHW10) operational as asserted by AT&T. (Source: AT&T).

Figure 2 above, appears to be a signal drive test overlaid on the existing signal coverage map and indicates that the proposed site will provide signal coverage greater than or equal to -79 dBm to the area surrounding the site.

The coverage maps and project documentation support the proposition that AT&T proposes to utilize the DAS nodes to improve a carrier's service in the area surrounding the proposed site, but does not indicate that AT&T has a significant gap in coverage in this area. To be clear, there is no significant gap portrayed by AT&T in Figure 1 around this project site.

### ***Physical Design Considerations***

#### Project Documentation

The photo simulations do not accurately represent the proposed site design as shown in the site plans. The photo simulations indicate that Crown Castle proposes to install its radio nodes on the utility pole and install a Myers cabinet with electrical meter in the right-of-way adjacent to the utility pole. The site plans indicate that the radio node and electrical meter will be installed in an equipment cabinet adjacent to the base of the utility pole.

I recommend that the City require Crown Castle to provide project documentation that accurately represents the proposed project design prior to moving forward with the permit process.

#### Site Design

Crown Castle proposes to install landscaping to shield the equipment cabinet from view. It does not appear that the landscaping will survive in this location as there is no irrigation.

I recommend that the City require Crown Castle to place the electrical meter in an underground vault at the base of the utility pole and install the equipment cabinet in a location approved by the City that is no more than 200' from the utility pole.

#### Site Camouflaging

Crown Castle does not propose any camouflaging for the pole mounted equipment at this site. I recommend that the City require Crown Castle to paint the antennas, conduit, and pole mounted equipment flat shades of brown to match the existing utility pole.

#### Conflicting Project Documentation

The project documentation does not clearly indicate which bands of service the antennas will be transmitting at this site. The Bushberg Report indicates that the antennas will transmit in the Cellular and PCS bands of service. However, the Supplemental Application and the LSGAC appendix A Form contain data for the Cellular band of service only.

I recommend that the City require Crown Castle to correct the project documentation to indicate the band of service that is being transmitted from the antennas and provide RF emissions data for the PCS band, if it is being utilized at this site, prior to moving forward in the planning process.

#### ***RF Safety Considerations***

The FCC completely occupies the field as to setting RF safety standards in the United States. The City is not permitted to set its own standards regardless of whether higher, lower, or even the same as the FCC's standards. The Commission does, however, permit the City to determine whether a proposed wireless project meets the required FCC 47 CFR § 1.1307 et seq. (the "FCC rules") and

FCC Office of Engineering and Technology Bulletin 65 ("OET 65") RF safety directives.

Under the FCC rules, certain types of wireless projects are deemed to be "categorically excluded," thus not subject to further RF evaluation under the rules due to identified factors including: whether the antenna supporting structure is not a building or shared to perform some other function, and the lowest portion of the transmitting antenna is at least 10 meters above ground.

The proposed project does not qualify for categorical exclusion under the FCC rules because the antenna is mounted on a structure that is shared to perform some other function and the lowest portion of the transmitting antennas will not be greater than 10 meter above ground. An analysis of the RF emissions is necessary to determine whether a project design will comply with the FCC rules.

Crown Castle has submitted the Bushberg Report and an LSGAC Appendix A form, which contain RF emissions data for the site. The Bushberg Report appears to be a generic report that is not specific to this project. The Bushberg Report indicates that the controlled zones for the panel antennas operating at full power in the Cellular and PCS bands will extend 6' from the face of the panel antennas.

The LSGAC appendix A form contains emissions data for the Cellular Radiotelephone Service band (850 MHz) only. Based on the frequency and power to be emitted from AT&T's panel antennas, a controlled access zone of approximately 16 feet will extend outward from each transmitting panel antenna at the same level as the panel antennas.

The existence of a controlled zone does not mean that the project violates the FCC rules; rather, it merely requires that the wireless carrier take affirmative steps to restrict access to the controlled zones. In this case, the controlled zones will be in inaccessible airspace at the same level as the antennas.

To comply with the existing FCC rules and FCC OET Bulletin 65 rules regarding RF safety, I recommend the City condition the project as follows:

1. Crown Castle and/or AT&T shall place and maintain a permanent RF Caution sign in English and Spanish at the base of the 6' tall utility pole extension just below the cross arm. The signage must be a minimum of 8" wide by 12" high, compliant with FCC OET Bulletin 65 or ANSI C95.2 for color, symbol, and content conventions. All such signage shall at all times provide a working local or toll-free telephone number to its network operations center, and such telephone number shall be able to reach a live person who can exert transmitter power-down

Oscar Martinez  
ROW Adjacent to 24900 Hawthorne Boulevard  
SAT12-00003 (Crown Castle)  
August 29, 2012  
Page 7 of 7

control over this site as required by the FCC. The location of the sign must be visible immediately prior to climbing above the cross arm.

The Bushberg Report and the LSGAC Appendix A form contain conflicting RF emissions data including the band of service and the power to be emitted from each band of service.

In order to accurately determine if this project meets the FCC rules and regulations for RF emissions and to determine the extent of the controlled zone, I recommend that the City require Crown Castle and AT&T to provide accurate emissions data in Watts ERP for each band of service proposed at this location prior to moving forward with this project.

The size of the controlled zone and required signage may change based the corrected RF emissions data.

/cob

## Memorandum

To: Oscar Martinez, City of Torrance  
From: Jonathan L. Kraus [REDACTED]  
Date: March 13, 2013  
RE: SAT12 - 00003 (Crown Castle)  
Right-of-Way Adjacent to 24900 Hawthorne Blvd.

At the direction of the City, I have reviewed the Coastal Communications letter of October 17, 2012 responding to my memo of August 29, 2012 (the "August Memo", which I have also reviewed in my preparation of this memorandum).

This review is in connection with Crown Castle's application to install a new distributed antenna system ("DAS") on a utility pole in the public right-of-way adjacent to 24900 Hawthorne Boulevard. Unless stated otherwise in this memo, my opinions expressed in the August Memo are unchanged.

### *Physical Design Considerations*

#### Site Design

In the August memo, I noted that Crown Castle proposes to install landscaping to shield the equipment cabinet from view, but did not propose irrigation to maintain the landscaping. I see no reply from Coastal Communications causing me to set aside this concern.

Also in the August memo, I recommend that the City require Crown Castle to place the electrical meter in an underground vault at the base of the utility pole and install the equipment cabinet in a location approved by the City that is no more than 200' from the utility pole. The goal of this recommendation is minimize the incommoding of the right-of-way. Coastal Communications has responded that no such metering presently exists. Ac-



cordingly, I recommend that as a condition of approval, should underground metering exist for this type and configuration of site, Crown Castle have an affirmative duty to convert to the underground metering.

#### Site Camouflaging

It was my recommendation in the August Memo that Crown Castle paint the antennas, conduit, and pole mounted equipment flat shades of brown to match the existing utility pole. It now appears that they have agreed to this recommendation.

#### Conflicting Project Documentation

Coastal Communications has now provided updated and corrected technical documentation regarding the RF emissions safety data for the proposed site that is internally consistent.

#### *RF Emissions Safety*

Based on the updated RF emissions safety data To comply with the existing FCC rules and FCC OET Bulletin 65 rules regarding RF safety, I recommend the City condition the project as follows:

1. Crown Castle and/or AT&T shall place and maintain a permanent radio frequency signage on the wood utility pole as required by CPUC General Order 95 Rule 94.

/jlk

DATE: April 24, 2013  
TO: Jeffery W. Gibson, Community Development Director  
FROM: Planning Division  
SUBJECT: **SATELLITE ANTENNAE SAT13-00003, MIS13-00097 – AT&T Mobility  
(Inspired Ventures, LLC)**

A request for approval of a Minor Modification of a previously approved Satellite Antennae Permit (SAT04-00004) to upgrade six antennas to twelve, at 2545 190th Street.

Applicant: AT&T Mobility (Inspired Ventures, LLC)  
Case Nos: SAT13-00003, MIS13-00097 (SAT04-00004)  
Location: 2545 190th Street  
Zoning: M-2 (Heavy Manufacturing District)

The subject property is located on the north side of 190th Street between Crenshaw Boulevard and Van Ness Avenue. The property is developed with an industrial building occupied by a public storage use and a church use. In December 2004, SAT04-00004 approved the rooftop installation of a wireless telecommunications facility consisting of six antennas and their related equipment cabinets.

The applicants are requesting to replace the existing six antennas with twelve panel antennas, six Remote Radio Units (RRUs), and one GPS antenna. Furthermore, two new equipment cabinets will be installed within an existing equipment enclosure. The purpose of this application is to upgrade the current network.

The existing antennas are located on the northeast corner (with Sector A facing north and Sector B facing southeast) and southeast corner (Sector C) of the building. Each Sector will have four antennas and two RRUs. The GPS antenna will be installed onto the corner of the equipment enclosure.

All new antennas and RRUs will be installed behind existing FRP screens and will not exceed the roofline. The new equipment cabinets will be installed within the existing equipment enclosure. As such, all new antennas and equipment will not be visible.

Locating the proposed antennas at the existing building will have less of an impact than establishing a new location on a different property. The visual impact will be minimal, as the antennas and equipment are located on the rooftop of an existing industrial, behind and within existing FRP screen walls and an existing equipment enclosure.

Staff finds that the requirements of the Torrance Municipal Code Section 92.39.060 regulating permit review procedures of telecommunications facilities and for approving an Administrative Approval per Section 92.28.1, have been satisfied, and recommends approval of the applicant's request, subject to the following conditions:

1. That if this Administrative Approval is not implemented within one year after the approval, it shall expire and become null and void unless extended by the Community Development Director for an additional period, as provided for in Section 92.27.1 of the Torrance Municipal Code;
2. That the applicant shall obtain all necessary building permits/inspections; (Building and Safety)

3. That all requirements provided under Ordinance No. 3058, Section 92.2.8, Satellite Antennas, of the Torrance Municipal Code, Division 9, shall be met prior to the issuance of building permits; (Planning)
4. That applicant shall submit Wind Load Calculations or a statement that such facility is not subject to wind loads prepared or approved by an engineer registered in California; (Planning)
5. That applicant shall submit Emission Standards and Non-Interference Data showing the specific frequency range that the facility will use upon and throughout activation, certification that the facility will continuously comply with FCC emissions standards, and that use of the telecom facility will not interfere with other communication, radio or television transmission or reception; (Planning)
6. That the applicant shall provide for further co-location opportunities for future carriers to the satisfaction of the Community Development Director; (Planning)
7. That the antennas and all related equipment shall be removed if the telecommunications site remains inactive for more than 180 days; and (Planning)
8. That the applicant shall verify that existing on-site SAT facilities are still active and if not, all related antennas and equipment boxes shall be removed prior to Building Permit issuance to the satisfaction of the Community Development Director and Torrance Fire Marshal. (Planning)

Prepared by,  
  
 Soc Angelo Yumul  
 Planning Assistant

Respectfully submitted,  
  
 Gregg Lodan, AICP  
 Planning Manager

Attachments:

1. Development Application
2. RF Substantiation: Site Justification
3. Photo Simulations
4. Site Plan, Floor Plan and Elevations

---

This request for a Satellite Antenna Administrative Review (SAT13-00003) and Minor Modification (MIS13-00097) is ✓ APPROVED     DENIED per Sections 92.39.060 and 92.28.3 of the Torrance Municipal Code.

25 April 13  
 DATE

  
 Jeffrey W. Gibson  
 Community Development Director

Decisions made by the Community Development Director are appealable to the Planning Commission within 15 calendar days following the above date of approval/denial.