#### ORDINANCE NO. 1828

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA AMENDING SECTION 18.08.010 OF THE GARDENA MUNICIPAL CODE RELATING TO ESTABLISHED ZONES, AMENDING CHAPTER 18.58 OF THE GARDENA MUNICIPAL CODE RELATING TO DIGITAL BILLBOARDS, AMENDING THE ZONING MAP OF THE CITY OF GARDENA, APPROVING A SPECIFIC PLAN, INCLUDING THE SITE PLAN, AND APPROVING A DEVELOPMENT AGREEMENT WITH DIN/CAL 4, INC. RELATING TO THE DEVELOPMENT OF UP TO 265 DWELLING UNITS

#### (APN # 4060-004-039)

WHEREAS, on January 21, 2020, Din/Cal 4, Inc., filed an application for a General Plan Amendment to the Land Use Plan (the "General Plan Amendment"), Specific Plan, Zone Change, Zoning Code Amendment, Site Plan Review and lot merger to develop an apartment building with approximately 265 units on 1.33 acres located at 12850 – 12900 Crenshaw Boulevard (the "Property"); and

WHEREAS, it was subsequently determined that the development would also require a Development Agreement and that the lot merger should be a lot line adjustment; and

**WHEREAS,** the General Plan Amendment, Specific Plan, Zone Change, Zoning Code Amendment, Development Agreement, Site Plan Review, and Lot Line Adjustment are collectively referred to as the Project; and

WHEREAS, on April 6, 2021, the Planning Commission of the City of Gardena held a duly, noticed public hearing on the Project at which time it considered all evidence presented, both written and oral, after which it adopted PC Resolution No. 4-21, recommending that the City Council certify the Environmental Impact Report, adopt a Mitigation Monitoring and Reporting Program, make CEQA findings regarding mitigation measures and alternatives, adopt a statement of overriding considerations, and approve all the requested entitlements for the Project, with the exception of the Lot Line Adjustment which will be administratively approved at a later date; and

**WHEREAS,** on April 27, 2021, the City Council of the City of Gardena held a duly noticed hearing on the Project; and

**WHEREAS,** at the close of the public hearing and prior to adopting this Ordinance, the City Council adopted Resolution No. 6507 certifying the EIR, adopting the Mitigation

Monitoring and Reporting Program, making findings with regard to alternatives and mitigation measures, and adopting a statement of overriding considerations; and

**WHEREAS,** after the public hearing and prior to adopting this Ordinance the City Council adopted Resolution No. 6508 approving the General Plan Amendment; and

WHEREAS, the Site Plan is incorporated into the Specific Plan.

# NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY ORDAIN AS FOLLOWS:

**<u>SECTION 1.</u>** Findings. The City Council of the City of Gardena does hereby find as follows:

A. Approval of the Specific Plan, which includes the Site Plan, Zone Change and Zoning Code Amendment (collectively, "Zoning Changes") will provide a number of benefits to the City.

1. The Zoning Changes will allow the development of a high-density, 265-unit, first-class apartment project in the north end of Gardena which will provide new and needed housing opportunities in the City. There have been very few apartment buildings developed over the past few decades and nothing of this scale or which provides the type of amenities being required under the Specific Plan.

2. The Zoning Changes will allow an apartment development which will satisfy approximately ten percent of the City's Regional Housing Needs Assessment (RHNA) allocation for above-moderate housing for the Sixth Cycle Housing Element.

3. The development will provide needed housing to the nearby employers in the City of Gardena as well as the City of Hawthorne and will encourage additional high-tech industries to locate in the area.

4. The Zoning Changes will allow a development which will help revitalize a site that is blighted and does not meet current development standards, acting as a catalyst for other new development in the area

5. The Zoning Changes will allow development which will provide the following economic benefits to the City:

a. Increase the property taxes which the City will receive each year from the property by approximately \$110,000.

b. Increase the amount of Utility User's Tax the City will receive each year by approximately \$15,000

c. A one-time residential impact fee payment of approximately \$265,000.

d. An annual increase in the business license fees attributable to the operation of the apartment building by more than \$2,500 each year.

e. One-time construction related fees in the amount of approximately \$1,150,000 for business license taxes, permit, plan-check and inspection fees.

f. Creation of approximately 400 full- and part-time construction jobs. The payment to workers will lead to indirect economic benefits as these workers will spend money in the City.

g. General fund revenue in the approximate amount of \$2,250,000 over 30 years from the digital display portion of the Project.

h. New residents with above-moderate income that will provide additional indirect economic benefits as they spend money in Gardena.

6. The development implements Connect SoCal, the Regional Transportation Plan/Sustainable Communities Strategy Plan for 2020-2045 by promoting a transit-oriented project that will encourage the use of alternative transportation methods from passenger vehicles and reduce the amount of vehicle miles travelled due to more efficient land use strategies.

B. Approval of the Zoning Code Amendment, Specific Plan, which includes the Site Plan, and Zone Change is consistent with the General Plan.

1. Prior to adopting this Ordinance, the General Plan land use designation of this property was changed to Specific Plan so the Zone Change and adoption of the Specific Plan is consistent with the Land Use Plan.

2. The Zoning Changes implement a number of Goals and Policies of the Gardena General Plan including:

a. Land Use Plan Goal 1: Preserving and protecting existing single-family and low/medium density residential neighborhoods while promoting the development of additional high quality housing types in the City;

b. Economic Development Plan Goal 3: Attract desirable businesses to locate in the City;

c. Community Design Plan Goal 1: Enhance the visual environmental and create a positive image of the City;

d. Community Design Plan Goal 2: Enhance the aesthetic quality of the residential neighborhoods in the City;

e. Circulation Plan Goal 1: Promote a safe and efficient circulation system that benefits residents and businesses, and integrates with the greater Los Angeles/South Bay transportation system;

f. Circulation Plan Goal 3: Promote alternative modes of transportation that are safe and efficient for commuters, and available to persons of all income levels and disabilities;

g. Housing Element Goal 3.0: Minimize the impact of governmental constraints on housing construction and cost;

h. Housing Element Goal 4.0: Provide adequate residential sites through appropriate land use and zoning to accommodate the City's share of regional housing needs;

i. Conservation Plan Goal 2: Conserve and protect groundwater supply and water resources;

j. Conservation Plan Goal 4: Conserve energy resources through the use of technology and conservation methods;

k. Conservation Plan Goal 5: Protect the City's cultural resources;

I. Public Safety Plan Goal 1: Maintain a high level of fire and police protection for residents, businesses and visitors;

m. Public Safety Plan Goal 2: Protect the community from dangers associated with geologic instability, seismic hazards and other natural hazards;

n. Public Safety Plan Goal 4: Increase public awareness of crime and fire prevention, and emergency preparedness and procedures;

o. Noise Plan Goal 2: Incorporate noise considerations into land use planning decisions; and

p. Noise Plan Goal 3: Develop measures to control non-transportation noise impacts.

C. The Zoning Code Amendment establishes a new zone, the Gardena Transit Oriented Development Specific Plan. The Specific Plan establishes the permitted uses and development standards that apply to the Project. Creation of this zone is desirable

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and necessary to implement the proposed Project. Without amending the Gardena Municipal Code, the current zoning would not permit this residential development.

D. Amendment of the Municipal Code to allow digital billboards will allow the creation of an entry point for the City, allow for community messaging, and provide a source of revenue to the City.

E. The Zoning Changes implement the public convenience, general welfare and good land use practice for the reasons set forth above.

F. The Development Agreement will implement the Specific Plan and will provide the City with certain benefits that would otherwise be unattainable through the other land use approvals. The Development Agreement provides that the developer will implement a hire and buy local policy which will assist local residents and businesses, as well as provide economic benefits to the City of Gardena through increase sales tax revenues. The Development Agreement also provides for a 30-year revenue sharing agreement from the Digital Billboard which is predicted to provide the City with a minimum of \$75,000 per year which money can be spent for the benefit of the Gardena Community. Additionally, the City will be granted time on the Digital Billboard to advertise community events and highlight community businesses.

G. As demonstrated by the EIR which was certified pursuant to Resolution No. 6507, the Project will not be detrimental to the public health, safety and general welfare. The only impact which was significant and unavoidable was construction noise, which is temporary in nature.

H. The Zoning Changes will not adversely affect the orderly development of property or the preservation of property values. The development replaces a decadesold building that is in a state of disrepair. The development will hopefully provide a catalyst to new development in the area.

**<u>SECTION 2.</u>** The City Council hereby approves the Gardena Transit Oriented Development Specific Plan, a copy of which is attached hereto as Exhibit A, subject to the conditions of approval attached hereto as Exhibit B.

**SECTION 3**. The zoning map of the City of Gardena, California shall be amended to change the zoning of the four lots comprising the 1.33-acre parcel at (APN # 4060-004-039) at 12850 – 12900 Crenshaw Boulevard from General Commercial (C-3) to Gardena Transit Oriented Development Specific Plan (GTODSP), as shown hereto in Exhibit C.

**<u>SECTION 4.</u>** Section 18.08.010 of the Gardena Municipal Code is hereby amended to read as follows:

# 18.08.010 Zones established.

In order to carry out the purposes and provisions of this title, the city is divided into several zones, known as follows:

- R-1 Single-family residential zone
- R-2 Low-density multiple-family residential zone
- R-3 Medium density multiple-family residential zone
- R-4 High density multiple-family residential zone
- M-U Mixed use overlay
- C-R Commercial residential zone
- P Parking zone
- O Official zone
- C-P Business and professional office zone
- H-B Home business zone
- C-2 Commercial zone
- C-3 General commercial zone
- C-4 Heavy commercial zone
- M-1 Industrial zone
- M-2 General industrial zone
- -SP Specific plan zones as follows: Artesia Corridor Specific Plan Ascot Village Specific Plan Carnelian Specific Plan Cottage Place Specific Plan Emerald Square Specific Plan Gardena Transit Oriented Development Specific Plan Gardena Village Specific Plan Normandie Estates Specific Plan Normandie Place Specific Plan Redondo Village Specific Plan Platinum Row Specific Plan Western Avenue Specific Plan

**<u>SECTION 5</u>**. Section 18.58.018G of the Gardena Municipal Code relating to billboards is hereby amended to read as follows:

- G. BILLBOARD POLICY
- 1. It is a fundamental policy of the City of Gardena to completely prohibit the construction, erection or use of any billboards, as defined herein, other than those that legally exist in the City, or for which a valid permit has been duly issued and has not expired, as of the date on which this provision is first adopted. No permit shall be issued for any billboard that violates this policy, and the City will take immediate abatement action against any billboard constructed or maintained in violation of this policy. The City Council affirmatively declares that it would have adopted this billboard policy even if it were the only provision in this Chapter. The City Council intends for this billboard policy to be severable and separately

enforceable even if other provision(s) of this Chapter may be declared, by a court of competent jurisdiction, to be unconstitutional, invalid or unenforceable. This provision does not prohibit agreements to relocate presently existing, legal billboards, as encouraged by California Business and Professions Code section <u>5412</u>.

2. Notwithstanding Subsection A-1, digital billboards may be allowed in the City when approved as an allowed or conditionally allowed use in the specific zone in which it is to be located, subject to a Development Agreement which provides for a community benefit to the City.

**<u>SECTION 6</u>**. Section 18.58.020, Definitions, is hereby amended by adding the following definition to read as follows:

"Digital Billboard" means a billboard, utilizing digital message technology, capable of changing the content on the sign electronically, such that the alphabetic, pictographic, or symbolic informational content of which can be changed or altered on a fixed display surface composed of electronically illuminated or electronically actuated or motivated elements that can be changed or altered electronically. A digital billboard may be internally or externally illuminated. This includes billboards with displays that must be preprogrammed to display only certain types of information (i.e., time, date, temperature) and billboards whose informational content can be changed or altered by means of computer-driven electronic impulses. This includes, without limitation, billboards also known as LED billboards and includes dynamic animated digital displays.

**<u>SECTION 7</u>**. Section 18.58.050A of the Gardena Municipal Code relating to billboards is hereby amended to read as follows:

## 18.58.050 Prohibited signs.

The following signs shall not be permitted, constructed, erected or allowed to remain on display in the City:

A. Billboards, as defined herein; this does not apply to digital billboards.

**<u>SECTION 8</u>**. Section 18.58.055 is hereby added to the Gardena Municipal Code to read as follows:

# 18.58.055 Digital billboards.

Digital billboards shall be subject to the following provisions:

A. No digital billboard shall be permitted and no Development Agreement for a digital billboard shall be entered into without there being an aesthetic analysis, including a photo simulation of the proposed digital billboard, a photometric study, and a shade and shadow study, if applicable.

- B. If the City Council approves a Development Agreement for a digital billboard, no sign permit shall be required.
- C. The digital billboard will be required to comply with the standards set forth in the applicable zone.

**<u>SECTION 9</u>**. The Development Agreement attached hereto as Exhibit D, is hereby approved.

**SECTION 10.** Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

**SECTION 11.** Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

**SECTION 12.** Effective Date. This Ordinance shall not become effective or be in force until thirty (30) days from and after the date of its adoption.

Passed, approved, and adopted this 11<sup>th</sup> day of May, 2021.

asha Cerda

TASHA CERDA, Mayor

ATTEST:

BECKY ROMERO FORMINA SÉMENZA, City Clerk

APPROVED AS TO FORM:

LISA E. KRANITZ, Assistant City Attorney

Exhibit A – Gardena Transit Oriented Development Specific Plan Exhibit B – Conditions of Approval Exhibit C – Zoning Map Exhibit D – Development Agreement STATE OF CALIFORNIA)COUNTY OF LOS ANGELES) ss:CITY OF GARDENA)

I, MINA SEMENZA, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance being Ordinance No. 1828 was duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a special meeting of said City Council held on the 11<sup>th</sup> day of May, 2021, and that the same was so passed and adopted by the following roll call vote:

- AYES: MAYOR PRO TEM TANAKA AND COUNCIL MEMBERS HENDERSON, KASKANIAN, FRANCIS, AND MAYOR CERDA
- NOES: NONE
- ABSENT: NONE

City Clerk of the City of Gardena, California



EXHIBIT A

# **CITY OF GARDENA**

# GARDENA TOD SPECIFIC PLAN

**APRIL 2021** 

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# **CHAPTER 1. SUMMARY STATEMENT**

The Gardena TOD Specific Plan (GTODSP, Specific Plan, or Plan) facilitates a transition of underutilized commercial and industrial uses into a compact transit-oriented district where residents live near, and walk or bicycle to, their offices, shopping, and recreation. The Specific Plan allows the development of up to 265 residential units with related residential amenities and ancillary uses. The proposed project is designed to be compatible with adjacent and anticipated land uses and the surrounding built environment. The Specific Plan regulates buildout of the project site in a manner that is consistent with applicable State law.

# **CHAPTER 2. INTRODUCTION**

# I. AUTHORITY

The GTODSP provides for the orderly and efficient development and revitalization of the plan area consistent with the City of Gardena General Plan policies and objectives. The GTODSP is a regulatory document prepared pursuant to the provisions of California Government Code sections 65450 through 65457, which grant local government agencies the authority to prepare specific plans for the systematic implementation of their general plan for all or part of the area covered by the General Plan.

Government Code Sections 65450 through 65454 establish the authority to adopt a Specific Plan, identify the required contents of a Specific Plan, and mandate consistency with the General Plan.

Per Government Code Section 65451, a Specific Plan must include text and a diagram or diagrams which specify all of the following in detail:

- The distribution, location, and extent of the uses of land, including open space within the area covered by the plan.
- The proposed distribution, location, extent, and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy and other essential facilities proposed to be located within the land area covered by the plan and needed to support the land uses described in the plan.
- Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.
- A program of implementation measures including regulations, programs, public works projects and financing measures necessary to carry out the above items.
- A discussion of the relationship of the Specific Plan to the General Plan.

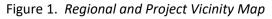
As a regulatory document, the Specific Plan implements the General Plan as the new zoning for the Specific Plan area. All future development plans and entitlements within the Specific Plan boundaries must be consistent with the applicable standards set forth in this document as described in Chapter 8 (Implementation); the Gardena Municipal Code (Municipal Code or Code), where not modified by the Specific Plan; and the General Plan.

# II. PURPOSE AND INTENT

Successful transit-oriented development districts locate urban residential uses near transit and concentrate these uses in compact areas. The GTODSP further integrates high quality housing options into northwest Gardena. The Plan provides newly constructed multi-family housing options specifically to support local companies in the technology and creative industries.

# III. SITE LOCATION

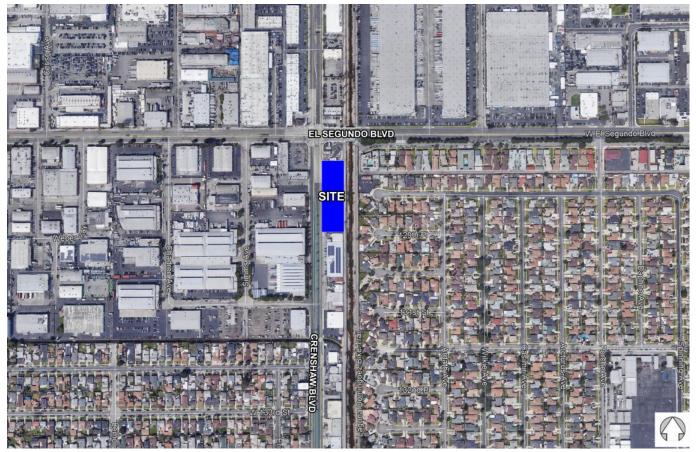
The project site is located at 12850–12900 Crenshaw Boulevard in the City of Gardena (City). The location of the project site within the City boundaries is illustrated in Figure 1. An aerial photograph of the project site vicinity is provided in Figure 2.





#### CITY OF GARDENA GARDENA TOD SPECIFIC PLAN

#### Figure 2. Project Aerial



#### **Regional Setting**

The City of Gardena is located in the South Bay area of Los Angeles County, approximately 12 miles south of downtown Los Angeles, approximately 7 miles southeast of the Los Angeles International Airport, and approximately 10 miles north of the Los Angeles Ports in San Pedro. The location of the project site in its regional setting is illustrated in Figure 1. A number of freeways provide regional access to and from Gardena, including the San Diego Freeway (I-405), the Artesia Freeway (SR-91), the Harbor Freeway (I-110), and the Century Freeway (I-105). Since its incorporation in 1930, the City has grown from a 3-square-mile community known for its farm products to a 5.9-square-mile, highly developed City with a population of over 60,000.

#### **Local Setting**

The 1.33-acre GTODSP area (Plan area) is located in the northwestern corner of the City of Gardena on the east side of Crenshaw Boulevard between W El Segundo Boulevard to the north and W 135th Street to the south. Crenshaw Boulevard abuts the Plan area immediately to the west, the Dominguez Flood Control Channel abuts the Plan area immediately to the east, an existing separated bicycle route runs along the Laguna Dominguez Trail to the east of the Flood

Control Channel, a gasoline station abuts the plan area immediately to the north, and light industrial uses abut the Plan area immediately to the south.

The Plan area is part of a larger engineering, commercial, and employment center that generally stretches north to south from I-105 to Rosecrans Avenue and east to west from Van Ness Avenue to Prairie Avenue. The larger surrounding area includes a variety of land uses and transportation infrastructure and facilities, including the Metro Green Line Crenshaw Station and I-105. The Plan area is generally surrounded by general commercial, logistical, and research and development land uses. Adjacent uses to the east, across the Dominguez Channel, primarily consist of single-family homes, with some multi-family uses across the Channel at the north end. North of the Plan area across W El Segundo Boulevard is a new 230-unit transient oriented development (TOD) project, approved by the City of Hawthorne pursuant to the Green Line Mixed Use Specific Plan, under construction as of the time of the adoption of this Specific Plan.

Crenshaw Boulevard, a north-south street forming the western boundary of the GTODSP area, delivers direct access to the Specific Plan area from Interstate 105 (I-105), which is 0.62 miles north of the Plan area. I-105 provides access to I-405 to the west and I-110 to the east. The intersection of Crenshaw Boulevard and I-105 is the location of the Metro Green Line Crenshaw Station. Local access to the plan area is also provided from El Segundo Boulevard, traveling eastwest just north of the Specific Plan area.

The Plan area is within walking distance of the Crenshaw Station, enabling direct non-vehicular access and transportation to downtown Los Angeles and throughout Los Angeles County. The Plan area is also directly adjacent to Metro's 710 Route, which runs from Koreatown to Redondo Beach along Crenshaw Boulevard and which Metro has targeted for higher-frequency service as part of its NextGen Bus Plan, as well as other local bus lines. The GTODSP area is also within walking distance of a variety of retail opportunities and local eateries, many of which are in a large commercial center immediately south of the Crenshaw Station and I-105. The Plan area's proximity to the Crenshaw Station and commercial centers make it suitable for the type of transit-oriented development envisioned by this Specific Plan. The GTODSP's transit-rich setting offers future residents' access to regional destinations, including beaches to the west and downtown Los Angeles to the north, without the need for an automobile. However, direct access to three major freeways also allows convenient automobile access for those who choose to drive.

# IV. PROJECT HISTORY AND BACKGROUND

The South Bay is evolving from a historically underutilized, heavy-industrial area to a hub of innovation and creativity, home to technology firms and industries. The presence of internationally prominent technology and creative companies and the GTODSP area's proximity

to the Crenshaw Station and other transportation infrastructure are anticipated to attract other technology firms considering expansion or relocation. However, innovative technology firms and their employees place a premium on quality-of-life and livability factors. These factors include access to high-quality housing; social, cultural, and environmental amenities; access to shops and restaurants; and lower-stress commutes.

The GTODSP will support the expanding regional technology industry with newly constructed, high-quality, multi-family housing options. The current jobs-housing regional imbalance negatively impacts the local economy, the regional transportation network, the environment, and the personal lives of employees and their families. The GTODSP is consistent with recent legislative efforts (such as Senate Bill 375) that aim to reduce greenhouse gas emissions by encouraging development proximate to transit and employment centers which ultimately shortens trip lengths and reduces vehicle miles traveled (VMT).

# V. PROJECT DESCRIPTION

The project includes the demolition of an existing single-story building for the construction and development of an eight-story residential building with up to 265 dwelling units. The building includes a maximum of eight stories with a maximum height of up to 100 feet, as measured from the finished floor (i.e., the level of the finished floor on the ground level) to the highest point on the roof. The building will include five and one-half levels of residential floors over two and one-half levels of parking (the third level being half-residential and half-parking). The project will provide on-site vehicular parking at one space per unit (unbundled) and secured bicycle parking spaces for residents. The Project is located on an approximately 58,144 square foot parcel that includes up to a maximum of 247,112 square feet of total floor area with a floor area ratio (FAR) of up to 4.25:1.

The project's building design will incorporate an architectural style and scale that is compatible with the intended use. Architectural details may draw upon new local technology buildings or other nearby features that contribute to the aesthetic ambience of the immediate area. The project will provide consistency in architectural style throughout the project and will promote a unique style of design achieved through the creative use of massing, roof forms, materials, and facades. Additional architectural guidelines are included in Chapter 6, Section I. of this Specific Plan.

The project is a transit-oriented development that will locate urban residential uses near public transit. The project site is located within walking distance of the Crenshaw Station, numerous local and regional bus lines, and neighborhood-serving commercial uses, providing residents with

an urban experience, activating the streetscape and pedestrian realm, reducing dependence on the personal automobile. The project will also help to address the regional jobs-housing imbalance, support the local economy by creating newly constructed, high-quality, multi-family housing options in northwest Gardena near significant employment centers in the technology and creative industries.

The project site is currently located in the C-3 (General Commercial) zoning district. The C-3 zoning district does not permit residential uses and permits a maximum FAR of 0.5:1 and a maximum building height of two and one-half stories. By comparison, as noted, the GTODSP zoning permits residential density of up to 200 dwelling units per acre, maximum FAR of up to 4.25:1, and building heights of up to eight stories and 100 feet.

# VI. ENVIRONMENTAL ASSESSMENT

An Environmental Impact Report (EIR) has been prepared and certified in accordance with the provisions of the California Environmental Quality Act (CEQA) to address the potential environmental effects of the GTODSP. In conjunction with the EIR, the project will implement mitigation measures to reduce potential impacts resulting from project implementation to a less-than-significant level [(SCH#2020080305)]. All mitigation identified in the EIR are incorporated in this Specific Plan by reference.

# VII. RELATED APPLICATIONS AND DOCUMENTS

In addition to approval of this Specific Plan (SP #1-20), the following entitlements were also approved or will be approved by the City and are required to develop the project:

## General Plan Amendment (GPA #1-20)

A general plan amendment to (i) change the land use designation on the General Plan Land Use Map from "General Commercial" to "Gardena TOD Specific Plan" and (ii) amend the Land Use Element text and Land Use Element Table LU-3 to allow the mix of uses and densities specified in this Specific Plan.

# Zone Change/Zone Text Amendment (ZC #1-20/ZCA #3-20)

A corresponding zoning map amendment to replace the existing General Commercial (C3) zoning with the Gardena TOD Specific Plan zone and to amend the text of the Gardena Municipal Code to add this new zone. Changes are also being made to the zoning provisions of the Gardena Municipal Code relating to billboards in order to allow a dynamic, digital billboard in the Specific Plan area.

#### Development Agreement (DA #1-20)

A development agreement between the City and developer that guarantees the right to build the development as set forth in this Specific Plan for a period of 10 years and provides a community benefit to the City in the form of revenue from the billboard.

#### Lot Line Adjustment (LLA #1-20)

A lot line adjustment to combine the GTODSP site's four legal lots into a single development site.

### Site Plan Review (SPR #1-20)

Review of the physical design of the development.

# **CHAPTER 3. CONTEXT AND EXISTING CONDITIONS**

# I. PROJECT SITE AND LAND USES

The GTODSP area consists of a single tax parcel and four legal lots totaling approximately 1.3 acres in size, situated between Crenshaw Boulevard and the Dominguez Flood Control Channel. Existing land uses in the GTODSP area include a dilapidated, one-story, approximately 24,000 square-foot light industrial building operating as an auto-parts warehouse at the time the Specific Plan was initiated, and a paved parking area to the north of the building.

A photo of the existing parcel is provided in Figure 3.



Figure 3. Existing Uses

# II. TOPOGRAPHY

The topography of the site slopes from the northeast corner to the southwest corner, with an elevation difference of approximately 3' across the site. An existing unpaved maintenance roadway owned by the Los Angeles County Flood Control District lies along the Dominguez Channel to the east of the site. It slopes in a southeasterly direction toward the channel.

A topographical survey of the GTODSP area is provided in Figure 4.

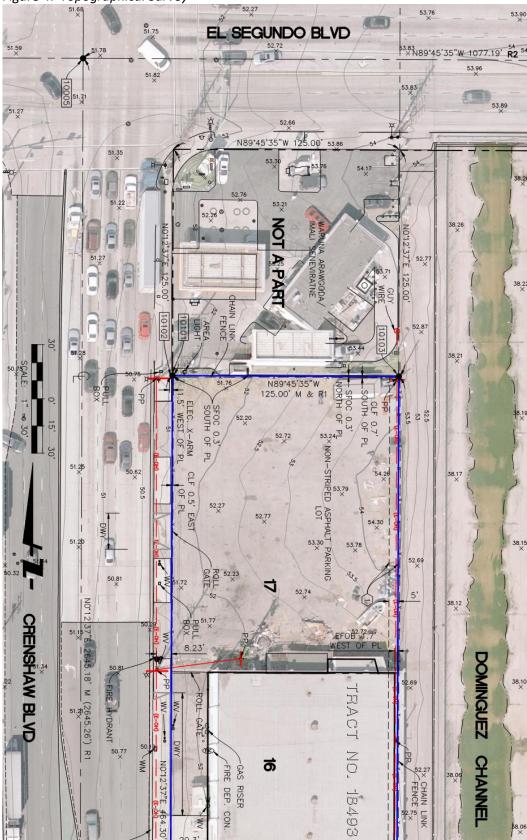
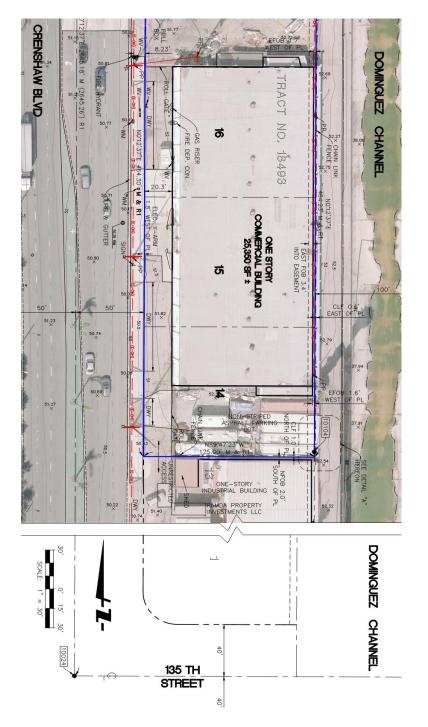


Figure 4. Topographical Survey

Figure 4. Topographical Survey (Cont'd)

#### CITY OF GARDENA GARDENA TOD SPECIFIC PLAN



# III. GEOLOGY AND SOILS

A geotechnical study of the GTODSP area was prepared by Geotechnologies Inc. on January 30, 2020. Existing geology and soils conditions are taken from the geotechnical study.

Based on review of available geologic maps, the site is not located within an Alquist-Priolo Earthquake Fault Zone. The site is located approximately 1.2 miles south and 1.6 miles west of sections of the Inglewood fault zone. In addition, the site is not located in a liquefaction zone.

The site is underlain by artificial fill and alluvium. The fill encountered on the site ranged in depth from 2½ to 3 feet from existing grade. The fill is in turn underlain by native alluvial soils.

Groundwater was encountered at depths ranging from 26½ to 28 feet below the existing grade. Based on available groundwater data, the historically highest groundwater level for the site was approximately 25 feet below the ground surface.

The primary geologic hazard at the site is moderate to strong ground motion (acceleration) caused by an earthquake on any of the local or regional faults. The potential for other earthquake-induced hazards was also evaluated including surface rupture, liquefaction, dynamic settlement, inundation and landsliding.

# IV. HYDROLOGY

A hydrology study of the GTODSP area was prepared by Fuscoe Engineering on April 24, 2020.

The site drains in a southwesterly direction and discharges via sheet-flow to Crenshaw Boulevard. From there, the drainage is directed south towards an existing public catch basin in Crenshaw Boulevard near W 131st Street. The drainage is ultimately conveyed to the Dominguez Channel, a Los Angeles County Flood Control District (LACFCD) Channel, located easterly of the site.

The grading pattern for the proposed development will largely be consistent with that of the existing condition and surface flow westerly towards Crenshaw Boulevard. The site is currently approximately 95 percent impervious. The proposed project will increase the pervious area of the site by approximately five percent.

# V. GENERAL PLAN AND ZONING DESIGNATIONS

The City of Gardena's General Plan Land Use Plan currently designates the project site for General Commercial land uses, with a maximum floor area ratio (FAR) of 0.5. The General Commercial land use designation provides for a wide range of larger scale commercial uses to serve both the needs of the City and the region. It is intended for commercial uses such as regional retail, automobile dealerships, supermarkets, junior department stores, financial centers, professional offices, restaurants, and other commercial uses oriented to the traveling public. Its corresponding zoning includes General Commercial (C3), the current zoning district of the Plan area.

Adjoining properties to the north and south are also designated and zoned General Commercial. Property to the west of the plan area is located in the City of Hawthorne and is zoned for general commercial and industrial uses, while the Dominguez Flood Control Channel to the east is designated for Public/Institutional land uses (i.e., public, quasi-public and official uses and public or community facilities).

As described in Chapter 7, Section I, below, the General Plan, General Plan Land Use Map, Zoning Ordinance and Zoning Map have been amended by resolution and ordinance concurrent with adoption of this Specific Plan to ensure complete consistency.

# VI. CIRCULATION

Three major freeways provide regional access to the project site: I-105 to the north, I-405 to the west, and I-110 to the east.

Circulation along I-105 connects to the project via Crenshaw Boulevard, which runs along the western boundary of the GTODSP area. Local access to the plan area is also provided from El Segundo Boulevard, traveling east-west just north of the Specific Plan area.

Crenshaw Boulevard provides local access to the site. Crenshaw Boulevard is a major divided arterial, with a total of six lanes west of the site.

A sidewalk along the east side of Crenshaw Boulevard provides pedestrian access to the site.

# VII. UTILITIES AND SERVICES

Ensuring the GTODSP area is served by adequate infrastructure is critical to the successful implementation of the Plan and future development of the area.

## Stormwater and Drainage

Stormwater from the GTODSP area is generally conveyed to the Dominguez Channel through curb and gutter along Crenshaw Boulevard. The GTODSP area is currently built out and covered with a combination of structures, surface parking, and other impervious surfaces.

#### Sewer

The City of Gardena is responsible for maintaining the existing sewer lines that provide wastewater collection, conveyance, and management surrounding the property. City of Gardena as-built plans show an 8-inch vitrified clay pipe (VCP) approximately 34 feet east of the centerline of Crenshaw Blvd. The existing sewer pipe has a peak flow rate of 24,000 GPD which equates to

being 17 percent full.

### Water

Water and fire services are provided to the property by an 8-inch cast iron line owned and maintained by the Golden State Water Company. There are currently existing domestic and fire water laterals serving the site. There is an existing fire hydrant adjacent to the northwestern portion of the Plan area.

## **Electrical Power**

The site is currently served by overhead power lines on the east side of the Crenshaw Boulevard owned and maintained by SoCal Edison.

### **Natural Gas**

It does not appear that the site is currently served by natural gas. There is currently existing infrastructure in the street owned and maintained by SoCalGas. There is a 20-inch transmission line on the west side of the street and a 4-inch distribution line on the east side of the street.

### Solid Waste

Waste Resources of Gardena provides solid waste pickup services for the City.

#### **Fire Protection Services**

The Los Angeles County Fire Department provides fire protection services and emergency medical service to the City. The closest facility to the project site, located 0.5 miles to the north and a two-minute driving distance, is Fire Station 162 at 12151 Crenshaw Boulevard in Hawthorne, California. The next-closest facility to the project site, located 1.2 miles to the southeast and a 3-minute driving distance, is Fire Station 159 at 2030 W 135th Street. The provision of water for fire suppression is available from existing water lines via adjacent hydrants.

#### **Police Protection Services**

The Gardena Police Department (Gardena PD) provides police protection services to the City. The Specific Plan area is approximately 3.4 miles from the police station located at 1718 W 162nd Street. The Gardena PD divides the City into three districts, each with its own District Policing Team. The project site is located within District 1.

## Library Services

The Los Angeles County Library provides library services to the City. There are two libraries within

City limits. The closest library facility to the project site, located 1.1 miles to the south and a twominute driving distance, is the Masao W. Satow Library at 14433 South Crenshaw Boulevard.

## Schools

The Los Angeles Unified School District provides educational services and facilities for students from kindergarten through twelfth grade. The project site is within the service district of LAUSD and is served by three schools: Purche Avenue Elementary School, Peary Middle School, and Gardena Senior High School. The enrollment at all three of these schools has been dropping over the years. Animo Legacy Charter Middle School is also in the vicinity located approximately 1.3 miles to the northeast.

# **CHAPTER 4. SPECIFIC PLAN CONCEPTS**

# I. PROJECT GOALS AND OBJECTIVES

The overall purpose of the GTODSP is to be a catalyst to transform northwest Gardena into a vibrant, transit-oriented neighborhood. Implementation of the GTODSP would provide newly-constructed, high-quality multi-family housing and help facilitate a more complete community by bringing new residents to the neighborhood, reducing the regional jobs-housing imbalance, improving the streetscape, activating the pedestrian realm, and helping transition an automobile-oriented corridor to transit-oriented development. The GTODSP permits urban residential land uses and establishes building and site design, transportation, infrastructure, and streetscape strategies to achieve this vision. The project is guided by the following major objectives:

- Diversify the City of Gardena's existing multi-family housing options to serve the region's growing and evolving technology and creative sectors and aid in recruiting talent for local companies.
- 2. Support the expanding technology and creative sector with newly constructed, highquality multi-family housing opportunities, enabling local employees to live close to where they work.
- 3. Cluster urban development near the Crenshaw Station, technology firms, and other large employment centers, providing City residents with the opportunity to live, work, and shop with less reliance on automobiles.
- 4. Establish multi-family development that meets high standards of design and pursues environmental sustainability.
- 5. Provide digital, animated and moving signage for both off-site advertising as well as community programming and City revenue sharing public benefit purposes.
- 6. Redevelop a blighted, non-conforming site, increase tax revenues to the City, and create a catalyst for future development in the northern portion of Gardena.

# II. SITE PLAN / RENDERINGS

The GTODSP generally provides for development of up to 265 residential units with related amenities and ancillary uses. A full copy of the Site Plan, including the renderings, is attached as

Exhibit A. Development within the GTODSP area must be substantially consistent with this Exhibit.

# III. TRANSPORTATION/CIRCULATION PLAN

The circulation plan for the GTODSP is provided in Figure 5.

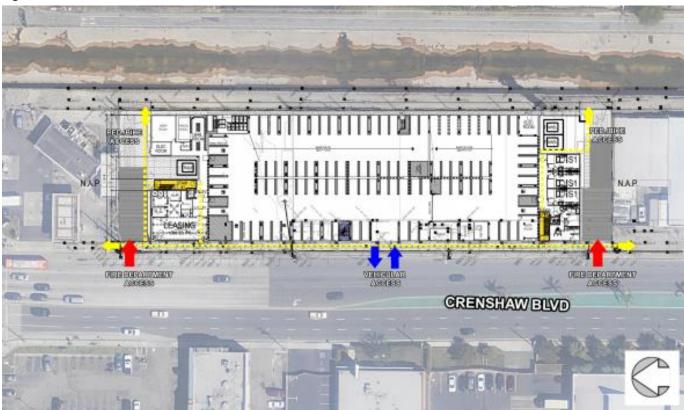


Figure 5. Circulation Plan

#### **On-Site Circulation and Access**

The project replaces an operating auto-parts warehouse and surface lots that contain perpendicular parking areas and six curb cuts that interrupt the sidewalk. The proposed project replaces the existing light industrial land use with a new residential building with multi-modal amenities located near several transit service routes. The proposed vehicle access point will improve the frontage along Crenshaw Boulevard and will significantly reduce the number of curb cuts and potential conflict points between vehicles and pedestrians.

Vehicular access will be provided along the northbound side of Crenshaw Boulevard at one

driveway located approximately at the center of the project site. An existing raised median along Crenshaw Boulevard limits access to northbound right-turn entry/right-turn exit site access only. Per the Los Angeles County Fire Department, a 26-foot wide fire access lane is required along both the north and south property lines with direct access to Crenshaw Boulevard. On-site parking will be provided in an enclosed garage consisting of two-and-a-half vertical floors, starting at the ground level. The parking garage is designed to permit two-way travel between the various levels with adequate circulation.

### **Pedestrian Access**

Pedestrian access to the project site will be provided on the ground floor with primary pedestrian access located at the building lobby located on the northern portion of the site. Additional restricted pedestrian access will also be provided to residential units on the southern end of the site, and via the parking garage. On-site pedestrian circulation will consist of a network of pathway connections between residential units, common areas, and the parking garage. Existing sidewalks are provided along the project frontage and within a continuous and complete pedestrian network in the surrounding area. Marked crosswalks are provided on all legs of the nearest intersection of Crenshaw Boulevard and El Segundo Boulevard, which provide direct access to transit stops and surrounding land uses.

#### Transit Access

The project site is well-served by transit service via Metro and the City of Gardena's transit service, GTrans. The Crenshaw Station is located 0.6 miles north of the project site, providing access to light rail. The project site is also located within a quarter-mile of nine bus stops. The following bus routes provide service within the immediate vicinity of the project site:

Route 5 (GTrans): connects to Metro buses on El Segundo Boulevard and to Metro Rail at the Imperial and Aviation Stations. Popular destinations on this bus route include Centennial High School, Hawthorne High School, Hawthorne Memorial Center, Hawthorne Sports Center, MLK Community Hospital and Magic Johnson Park.

Route 126 (Metro): connects to Manhattan Beach – Hawthorne Metro Rail Station via El Camino College.

Route 210 (Metro): connects to Hollywood/Vine Station – South Bay Galleria via Crenshaw Boulevard.

Route 710 (Metro): connects to Wilshire Center – South Bay Galleria via Crenshaw Boulevard.

#### **Bicycle Access**

Secured bicycle storage will be provided in the enclosed garage. There is an existing separated bicycle route along the Laguna Dominguez Trail behind the project site on the east side of the Dominguez Flood Control Channel. The Laguna Dominguez Trail spans nearly three miles between Lawndale and Hawthorne and can be accessed from El Segundo Boulevard, approximately 200 feet from the project site. The bicycle route provides direct access to the Crenshaw Station.

### **Transportation Demand Management**

This section describes transportation demand management (TDM) strategies that will be implemented in the GTODSP area to advance the Plan's vision for multi-modal transportation. The project will integrate TDM measures to reduce single-occupant automobile travel and take advantage of the GTODSP's proximity to large employment centers, transit services, and bicycle and pedestrian facilities. The following applicable TDM strategies shall be provided by the developer of the GTODSP property.

<u>Unbundled Parking.</u> There shall be a charge for parking spaces. The property owner shall unbundle automobile parking charges from the rents or other fees charged for leasing residential units in the GTODSP area.

<u>Pre-Leasing for Area Employees.</u> Residential units within the GTODSP area shall be marketed exclusively for a thirty-day period to residents who are employees working within a one-half mile radius of the development, before the units are offered for rent to the general public. The developer shall submit a pre-leasing marketing plan to the Community Development Director for review and approval prior to issuance of a temporary certificate of occupancy. The developer must then demonstrate compliance with the approved thirty-day exclusive marketing plan prior to issuance of a final certificate of occupancy.

<u>Transit Information</u>. To ensure that residential tenants are aware of transit options and TDM programs available to them, an information board or kiosk shall be posted in a central location in the building.

<u>On-site Residential Bicycle Parking.</u> One bicycle parking space shall be provided for every residential unit (located in secured facilities accessible only by residents). There will also be unsecured bicycle parking spaces for guests, provided at-grade on a first-come, first-serve basis. All bicycle parking shall be located in a safe, convenient location, encouraging the use of bicycle transportation by residents and guests.

<u>Ride-Sharing Pick-Up/Drop-Off.</u> A designated loading area within the GTODSP shall be signed and distinguished (e.g., with paving and/or paint) so that it may be utilized as a pick-up and drop-off zone for ride-sharing services.

<u>One-time Free Monthly Pass</u>. During the initial 24-month period that units become available for rent, new residents who commence a 12-month lease shall be offered a one-time free monthly Metro pass.

# IV. GRADING PLAN

The grading plan for the GTODSP area is provided in Figure 6.

#### CITY OF GARDENA GARDENA TOD SPECIFIC PLAN

Figure 6. Grading Plan

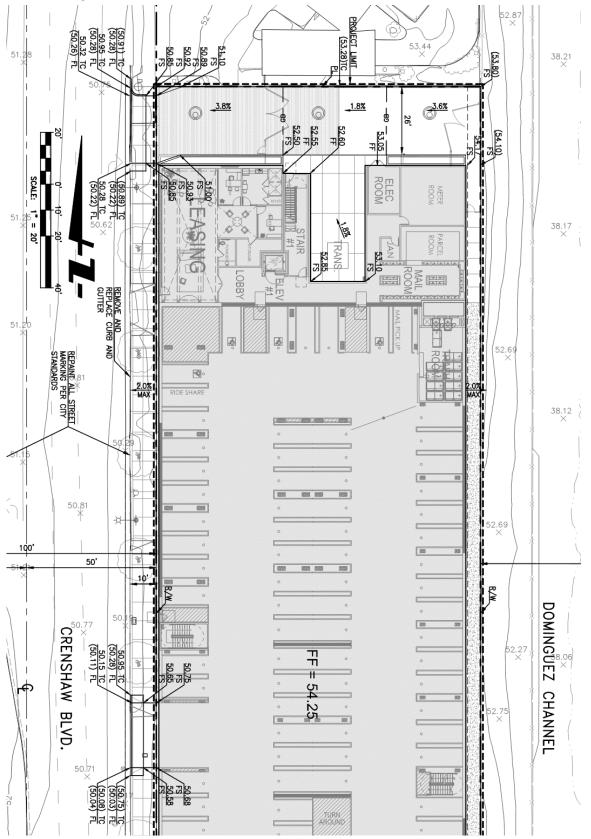
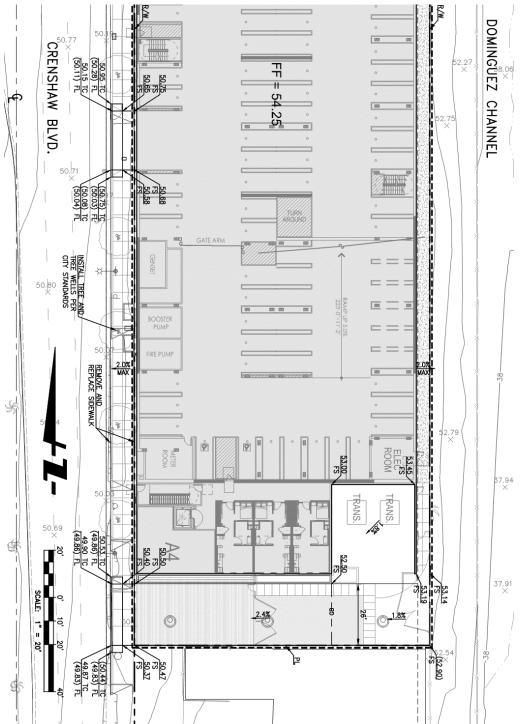


Figure 6. Grading Plan (Cont'd)



The site will be graded to mimic the existing grading and drainage patterns. The overall site grading and drainage pattern will be westerly towards Crenshaw Boulevard. Onsite area drains and catch basin will collect all onsite runoff prior to discharging through the curb into the existing gutter.

#### V. PUBLIC FACILITIES / UTILITIES PLAN

Existing utility infrastructure capacity for this area has been confirmed through regional area capacity studies and load-based assessment using proposed development parameters.

#### Stormwater and Drainage

As noted above, the GTODSP area is currently approximately 95 percent impervious. The construction of the proposed project will increase the site's permeability by approximately five percent. The project will not substantially change either the amount or rate of stormwater runoff flows currently generated in the Specific Plan area. In compliance with existing regulations, the GTODSP developers will provide all necessary drainage improvements and implement best management practices (BMPs) in compliance with National Pollutant Discharge Elimination System (NPDES) requirements, through a combination of infiltration, biofiltration, and possibly some capture-and-reuse.

The drainage improvements are subject to the City's standard development review and permit process, including plan checks and inspections.

The proposed project shall be graded to collect stormwater onsite and route the water by means of various BMP solutions and into the street flow line of Crenshaw Boulevard. The project shall utilize overflow drainage features if an influx of stormwater overtaxes the system.

Based on City code, the project will be required to treat the volume of water as determined by the Los Angeles County 85th Percentile 24-hour event precipitation isohyetal map.

#### Sewer

As noted above, City of Gardena as-built plans show an 8-inch vitrified clay pipe (VCP) approximately 34 feet east of the centerline of Crenshaw Blvd. The existing sewer pipe has a peak flow rate of 24,000 GPD which equates to being 17 percent full. The project is expected to keep the pipe flowing at less than the recommended guideline of 50 percent.

The project will connect to the existing sewer main through a series of laterals varying in size from four to eight inches.

#### Water

As noted above, there is an existing fire hydrant on the east side of Crenshaw Boulevard adjacent to the northwestern portion of the site. A new fire hydrant will be added at the south end of the property as required by the Los Angeles County Fire Department. Development of the GTODSP will include all state mandated water-saving features, including water-efficient faucets, shower heads, and toilets.

The project will connect a domestic water line, a fire line, and irrigation line to the existing main.

#### **Electrical Power**

As noted above, the site is currently served by overhead power lines on the east side of the Crenshaw Boulevard owned and maintained by SoCal Edison. These lines will be placed underground within the project site as part of the project to provide permanent electrical power.

#### **Natural Gas**

As noted above, although the site is not currently served by natural gas, there is existing infrastructure in the street owned and maintained by SoCalGas, including a 20-inch transmission line on the west side of the street and a 4-inch distribution line on the east side of the street. It is anticipated that the project will be served by the 4-inch line on the far side of Crenshaw Boulevard.

#### Solid Waste

As noted above, solid waste pickup for the site will be handled by Waste Resources of Gardena. The trash pickup location will be coordinated with Waste Resources.

#### **Public Services**

The project site and surrounding area is developed and afforded all municipal services. Police protection services for Gardena are provided by the Gardena PD. Fire protection and emergency medical response services for Gardena are provided by the Los Angeles County Fire Department (LACFD). The LACFD operates two fire stations within the City of Gardena and several other fire stations in the vicinity of the project site. The LACFD Fire Station that will serve the Gardena TOD Specific Plan is Fire Station 162, located approximately 0.5 miles away at 12151 Crenshaw Boulevard in the City of Hawthorne. Because of the strategic location of the station, response times for emergency calls are generally within the four-minute goal established by the LACFD.

The provision of water for fire suppression is available from an existing 8-inch water line located in Crenshaw Boulevard. A two-hour fire flow test for the 6-inch hydrant located nearest the Project Site (Hydrant 163) determined that, at the required residual pressure of 20 pounds per square inch, a fire flow of 7,124 gallons per minute (gpm) was provided for the duration of the test, satisfying LACFD's minimum fire flow requirements of 3,000 gpm. Therefore, there would be adequate water service to satisfy the project's fire protection demand.

Educational services are provided to Gardena by the Los Angeles Unified School District (LAUSD). The project site is within the service district of LAUSD and is served by three schools: Purche Avenue Elementary School, Peary Middle School, and Gardena Senior High School. The enrollment at all three of these schools has been dropping over the years. Animo Legacy Charter Middle School is also in the vicinity located approximately 1.3 miles to the northeast.

#### VI. RECREATION AND OPEN SPACE PLAN

The recreation and open space plan for the GTODSP area is provided in Figure 7.



Figure 7. Recreation and Open Space Plan

The project will provide a minimum of 8,500 square feet of common open space and may provide additional private open space (such as balconies for certain dwelling units) for resident use and enjoyment.

The project's common open space and amenities consist of a series of courtyards and open areas, both active and passive, distributed in three levels for use by residents and their guests. The proposed open spaces and amenities shall include, at a minimum:

- Dog park;
- Swimming pool and upper-level courtyard(s);
- Fitness room;
- Club house; and
- Co-working space.

#### VII. PHASING PROGRAM

The proposed project within the GTODSP area is envisioned to be built in one phase. Phased occupancy of the proposed project is permitted. A Temporary Certificate of Occupancy may be issued pending clearance of certain final project conditions of approval, subject to approval by the Community Development Director.

#### VIII. LANDSCAPE PLAN

The landscape plan for the GTODSP area is provided in Figures 8A – 8H.

#### CITY OF GARDENA GARDENA TOD SPECIFIC PLAN

Figure 8A. Landscape Plan – Ground Level

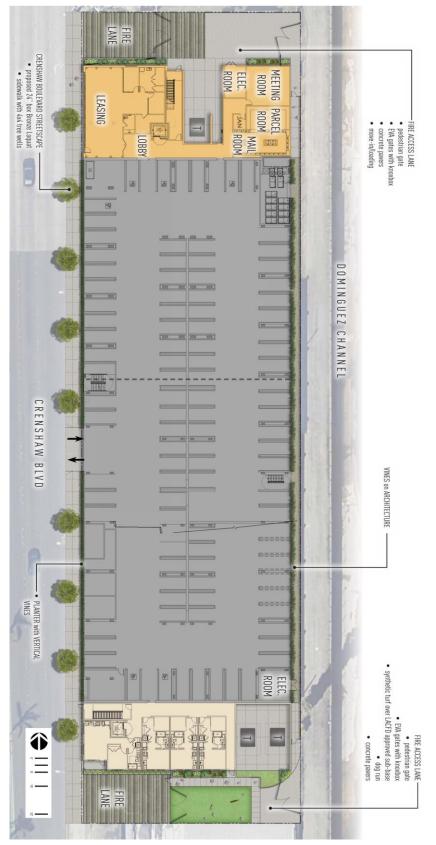


Figure 8B.

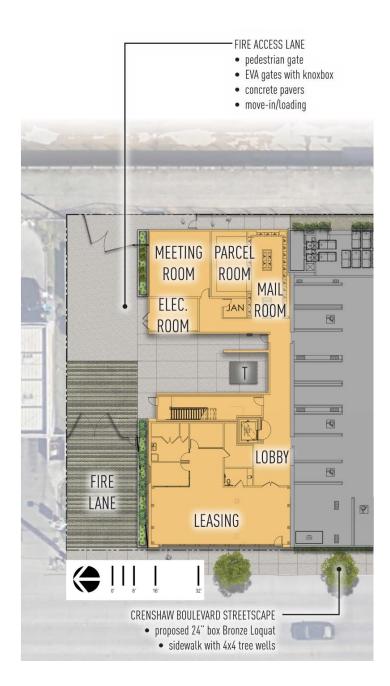
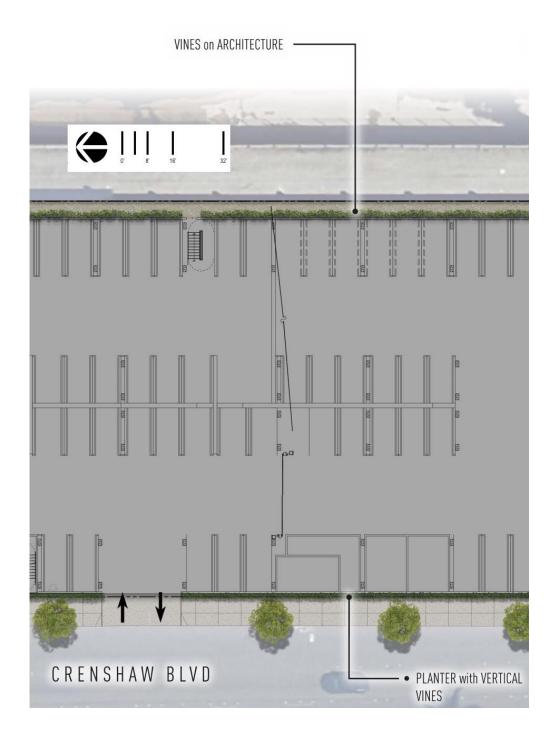


Figure 8C.



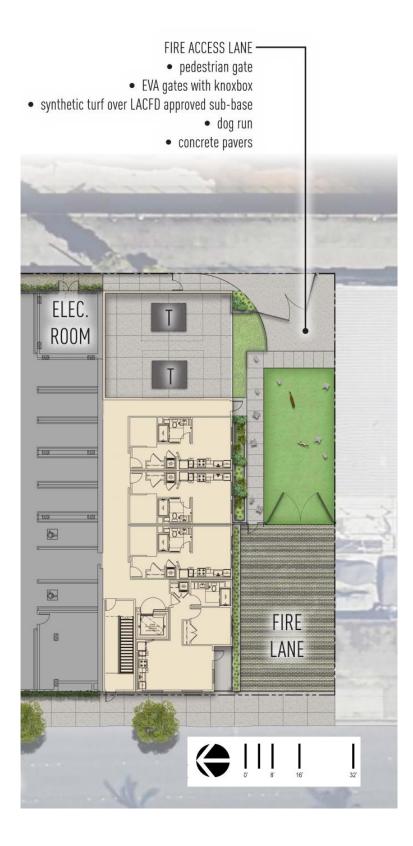


Figure 8E. Landscape Plan – Elevated Courtyards



Figure 8F.

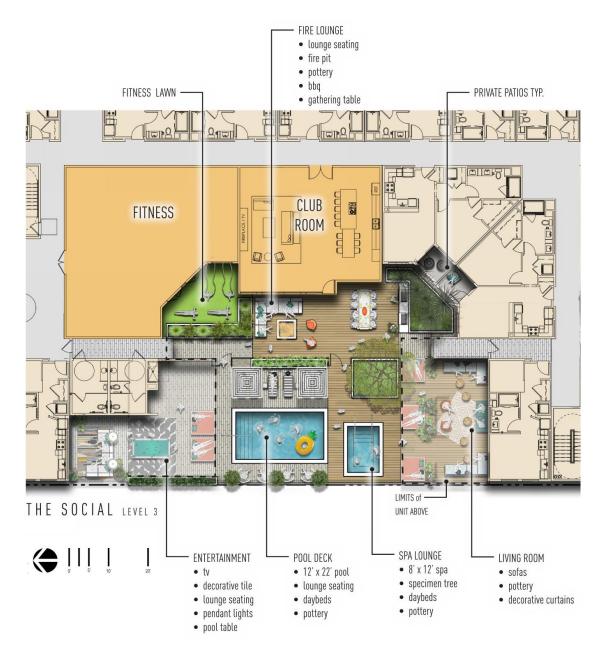


Figure 8G.



Figure 8H.



The landscaping for the project will provide a distinct visual impression and community identity, soften the urban experience, and provide a high level of aesthetic standards complemented by the quality of the building materials, all of which will assure an attractive environment enhancing the quality of life for its residents.

#### Streetscape

The Crenshaw Boulevard streetscape will provide street trees along the frontage at approximately 30 feet on center. The street trees will provide a valuable vertical element, shade the street and sidewalk, and create a pedestrian scale screen between the ground level and the upper floors of the building. The streetscape design also provides enhanced paving and space for short-term bicycle parking in the fire lane areas to further the visual appeal.

#### **Amenity Courtyards**

Each of the three courtyards are visible from the street and inject energy and activity to the street scene below. The courtyards provide residents with amenities including fire pits, lounge seating, areas for communal gatherings, barbecues, game lawns, and raised planters with mature trees. The north courtyard includes a pool and spa and a direct connection to the fitness room and club house.

#### **Plant Materials**

The landscape plan includes a layered landscape program with the proposed plants throughout the project regionally adapted with a focus on minimizing water use. This project will be consistent with the State and City of Gardena water efficient landscape ordinances.

The total landscaped area is approximately 2,000 square feet (or approximately 3.4 percent of the total project site area).

The plant design utilizes water-wise landscaping principles, including a low percentage of waterthirsty plants, smart irrigation controllers, drip irrigation, and bark mulch to slow evapotranspiration and weed germination.

# CHAPTER 5. DEVELOPMENT REGULATIONS AND REQUIREMENTS

#### I. DEVELOPMENT STANDARDS

#### Permitted Uses

A project in the Plan area shall only be occupied by land uses identified in this Specific Plan and shall be subject to the applicable City approval process identified in Chapter 8 (Implementation).

The following uses are permitted by right in the GTODSP area:

- Multi-family housing;
- Short-term corporate housing (i.e., leases of 30 days or less) within up to 10 percent of the dwelling units at any given time. The intent of this provision is to allow an entity such as a corporate housing provider or large local employer to master lease up to 10 percent of the Project units and then sublease those to corporate tenants for periods less than 30 days;
- Residential amenities and ancillary uses, such as home occupations, and any use customarily incidental to a permitted use;
- A single approximately 42' x 60' digital billboard (animated and moving sign) on the north elevation not to exceed 2,500 square feet for off-site advertising, community programming and City revenue sharing purposes; and
- Any other use not specifically listed here determined by the Community Development Director to be similar to a permitted use.

Any use not listed as a permitted use, and not found to be sufficiently similar to a permitted use by the Community Development Director, is prohibited.

#### **Minimum Lot Area**

The minimum lot area required for development of the project permitted by the GTODSP shall be 1.33 acres. Individual lots may be consolidated to meet the minimum lot area.

#### **Density/Development Capacity**

The density is 200 units per acre. However, the maximum development allowed for the project area is 265 dwelling units, with related amenities and ancillary uses.

#### Maximum Building Height

Buildings shall not exceed 8 stories and 100 feet in height as measured from the finished floor (i.e., the level of the finished floor on the ground level) to the highest point on the roof, including non-habitable projections (including, without limitation, architectural features, elevator shafts mechanical equipment, stairwells, canopies, or shade structures). The garage entrance is at the ground level, but a portion of the internal ramp and parking shall be located below-grade. The below-grade portions of the parking garage shall not count towards the permitted building height.

#### Floor Area Ratio

FAR shall not exceed a maximum of 4.25 as calculated over the entire project area, excluding parking areas.

#### **Dwelling Unit Size**

The minimum dwelling unit size shall be:

- 400 square feet for studio units.
- 550 square feet for one-bedroom units.
- 850 square feet for two-bedroom units, plus 150 square feet for each additional bedroom over two.

#### Setbacks

Front and Rear: None required. However, a 12-inch-deep ground-level planter located behind the city sidewalk that runs along the project frontage shall be provided.

Side: 10 feet (as measured from the property line).

Permitted Encroachments: Non-habitable architectural features (e.g., canopy or awning), planter boxes, outdoor seating for pedestrians and similar features may encroach within required setback areas by up to five (5) feet. Fire lanes and other drive aisles may be located in the required side yard setbacks.

#### II. RECREATION AND OPEN SPACE STANDARDS

#### **Required Open Space**

A minimum of 8,500 square feet of common open space must be provided within the plan area outside of setback areas. A minimum of 250 square feet of ground-level planter shall be required along the street frontage at the ground level. The project is not required to provide any additional open space (on a per-unit basis or otherwise). Open space includes courtyards and open areas, both active and passive, and indoor amenity areas (including a fitness room, club house, and coworking space for residents to work in the building), for use by residents and their guests.

#### **Open Space Standards**

Common open space shall be improved and reserved for the exclusive use of residents and their guests. Common open space shall be either active (e.g., swimming pool, recreation rooms, fitness rooms, club room, audio visual entertainment) or passive (e.g., lounges, accessible landscaping and outdoor seating areas, or similar improvements) and may be either enclosed (indoor or outdoor) or unobstructed from the ground to the sky.

Private open space may be provided for certain dwelling units, but is not subject to any minimum or per-unit standard. Private open space may be provided as a private balcony, patio, or landscape area adjoining and directly accessible to a residential dwelling unit, reserved for the exclusive use of residents of the dwelling unit and their guests.

#### III. PARKING AND LOADING

#### Vehicle Parking

Due to the Specific Plan area's proximity to multiple transit options, this Specific Plan imposes a minimum parking requirement of: one parking space for each unit. As part of the TDM strategies, there shall be a charge for parking spaces and the property owner shall unbundle automobile parking charges from the rents or other fees charged for leasing residential units in the GTODSP area. The property owner may not lease a compact space to a resident that has a car greater than 16 feet in length.

Up to 50% of the required parking spaces may be compact spaces.

The minimum parking stall dimensions for required parking spaces are:

- Compact spaces: nine feet wide (to center of double striped lines) and 16 feet long
- Standard spaces: nine feet wide (to center of double striped lines) and 18 feet long

#### CITY OF GARDENA GARDENA TOD SPECIFIC PLAN

Each aisle of parking shall consist of one row of compact spaces and one row of standard spaces separated by a two-way drive aisle of at least 24 feet in width. In no circumstance will two rows of compact-sized parking spaces be provided within a single parking aisle, except in the limited circumstances where a parking space in the row of standard-sized spaces is located adjacent to a wall or other obstruction, in which case it will be designated as a compact space.

#### **Bicycle Parking**

One bicycle parking space shall be provided for each residential unit (located in secured facilities accessible only by residents). All bicycle parking shall be located in safe, convenient locations, encouraging the use of bicycle transportation by residents and residential guests. Storage for residents will be provided on rack type systems within secured/lockable rooms located throughout the project. There will also be unsecured bicycle parking spaces for guests, provided at-grade on a first-come, first-serve basis.

#### **Drive Aisle**

The minimum width of the drive aisle in the parking garage shall be 24 feet.

#### Loading Spaces

The project is not required to construct any loading spaces. Any loading spaces that are constructed shall not be required to meet the minimum dimension requirements of Section 18.40.100 B. of the Gardena Municipal Code.

#### IV. NONCONFORMITIES

The GTODSP area currently comprises owner-occupied light industrial development. Following approval of this Specific Plan, the existing industrial uses shall be nonconforming to the provisions of the Specific Plan.

Nonconforming uses shall be subject to the provisions of Section 18.54.040 of the Gardena Municipal Code, which prevents nonconforming uses from being changed or expanded beyond what was established when the use became nonconforming. If a nonconforming use within the GTODSP area ceases to operate or exist for a period of one year, it will be considered abandoned or discontinued.

#### V. MAINTENANCE STANDARDS

The property owner shall be required to maintain the project site in an orderly manner during and following construction. The property owner shall perform all regular maintenance and necessary repairs to the exterior and interior of the project.

# VI. STANDARDS FOR ACCESSORY STRUCTURES, ADDITIONS, WALLS, FENCES, OTHER CHANGES

Walls, fences, and gates may be used to identify separate areas and provide needed privacy and security. Where constructed, walls, fences, and gates should appear consistent in style and material, complementing the surrounding architectural styles. Landscaping elements should be planted and layered to provide screening. Vines and trellises are encouraged to help soften hard edges and screen walls from view.

All walls and fences in a front yard setback shall comply with the requirements of Gardena Municipal Code Section 18.42.070 A.2. All walls or fences in the side and rear yard setbacks shall not exceed ten feet in height and shall be constructed of solid decorative concrete masonry or open wrought iron. A ten-foot-high solid decorative concrete masonry wall is required along the southern property line to buffer from existing industrial uses, and may also be provided along the northern property line.

#### VII. SIGN PROGRAM

A master sign program shall be submitted to the Community Development Director for administrative approval. The master sign program shall include project focused identification signage throughout the building, and on the north elevation an approximately 42' x 60' digital, animated and moving sign not to exceed 2,500 square feet for off-site advertising, community programming and City revenue sharing purposes. The permitted signage hours of operation will be from 6 a.m. to 2 a.m., seven days a week.

The digital billboard shall be subject to the following standards:

- <u>Location</u>: The Digital Display shall be located or screened to minimize to the greatest reasonable extent possible direct light sources onto any exterior wall of a residential unit in the City of Gardena.
- <u>Materials</u>: The Digital Display shall not use highly reflective materials such as mirrored glass.
- <u>Title 24:</u> All light sources, including illuminated signage, shall comply with CALGreen (Part II of Title 24, California Code of Regulations).

- <u>Dimming</u>: The Digital Display shall be fully dimmable and shall be controlled by a programmable timer so that luminance levels may be adjusted according to the time of day and ambient light conditions.
- <u>Brightness</u>: The Digital Display shall have a nighttime brightness no greater than 400 candelas per square meter and a daytime brightness no greater than 7,000 candelas per square meter. The displays shall transition smoothly at a consistent rate from the permitted daytime brightness to the permitted nighttime brightness levels, beginning 45 minutes prior to sunset and concluding 20 minutes after sunset, and at all times when the ambient light is less than 100 footcandles.
- <u>Ground Spillage:</u> When measured at ground level from any location other than the property on which the Digital Display is located, the Digital Display shall not under any circumstance increase the total amount of measurable light more than 8 LUX above the ambient-light level that exists when the Digital Display is extinguished.
- <u>Interior Spillage</u>: When measured from any location within the building, the Digital Display shall not increase the total amount of measurable light more than 5 LUX above the ambient-light level that exists when the Digital Display is extinguished.
- <u>Refresh Rate</u>: The Digital Display will operate under unrestricted refresh rates and shall permit images, videos, animation, parts and/or illumination that flash, change, move, stream, scroll, blink or otherwise incorporate motion to change at an unrestricted rate.
- <u>Hours of Operation</u>: The Digital Display may be illuminated between the hours of 6:00 a.m. to 2:00 a.m.
- <u>Animation and Motion</u>: Flashing, strobing, racing effects, and animation that may resemble red or blinking intermittent light or other traffic control devices shall be prohibited.
- <u>Screen Freezing</u>: The Digital Display shall be equipped with a default system backup server system in the case of a malfunction of the primary server.
- <u>No Illegal Advertising</u>. Products and/or activities that are illegal in the City of Gardena may not be advertised or promoted on the Display.

# **CHAPTER 6. DESIGN GUIDELINES**

The following guidelines are specifically tailored to ensure the quality development envisioned for the GTODSP area.

#### I. ARCHITECTURE

#### **Design Principles**

The following design principles will ensure that development activity is integrated, sensitive to surrounding neighborhoods, provides positive imagery, and creates an inviting environment for residents and visitors, meeting the intent of the Specific Plan.

#### Design Principle 1: Provide for High Quality Development

The GTODSP area is envisioned as a catalyst for new development in the Crenshaw corridor, thus development should not be thought of as temporary. Building materials and landscaping should be chosen for their ability to be maintained in a cost-effective manner at the same high quality as when they were originally constructed and installed. Planning and building design should consider longevity and adaptability to future conditions and trends.

#### Design Principle 2: Provide Development that is Human Scale

Development should be inviting and scaled for its users, while acknowledging the importance of safety for both pedestrians and vehicles along with access and mobility through pedestrian connectivity, public transit, and bicycles. The project design should include human-scale character throughout. In addition, new architecture should be designed with elements which are scaled to the pedestrian, such as awnings, fenestration, and first-floor design elements. If the garage is located on the ground level with street frontage, screening or enhancements should be considered to maintain the integrity of the architecture.

#### Design Principle 3: Create Cohesive Thematic Elements

New development and redevelopment should provide thematic elements that create a cohesive environment. Elements can include: consistent and cohesive streetscape; strong relationships between the building, sidewalk, and other outdoor spaces; comprehensive signage and wayfinding; gateway elements; pedestrian connections; and close proximity to existing bicycle facilities.

#### **Architectural Styles and Scale**

Building design should incorporate an architectural style and scale that is compatible with the intended use. Architectural details may draw upon new local technology buildings or other nearby features that contribute to the aesthetic ambience of the immediate area. The GTODSP does not prescribe a particular architecture style for development, but recommends consistency in architectural style throughout the project, and promotes a unique style of design achieved through the creative use of massing, materials, roof forms, and facades.

Elevations shall provide an adequate level of design detail and diversity to reduce a monolithic appearance.

The project should provide thematic elements that create a cohesive environment, including consistent and cohesive streetscape; strong relationships between the building, sidewalk, and other outdoor spaces; and comprehensive signage.

The GTODSP's regulation of the building envelope will contribute to a coherent building design and promote architectural unity in the Specific Plan area.

The structure should be broken up by creating horizontal emphasis using trim, awnings, eaves, or other ornamentation and by using a combination of complementary colors.

#### **Siding Materials**

The project should include enhanced materials to complement the architectural design at pedestrian level and at other key elements of the building elevation. The selection of enhanced materials shall contribute to the visual quality of the streetscape.

Materials shall be high quality, durable, and not readily deteriorate if exposed to the elements.

Architectural features and materials shall wrap corners and provide the same level of detail as the primary façade.

#### Color

Colors should include a base color and accent colors. Generally, a minimum of two complementary colors should be used. Color schemes should be selected with a harmonious range of accent materials.

#### Architectural Features

Architectural features are encouraged to create visual interest.

#### II. LANDSCAPE AND STREETSCAPE

Landscaping for any development within the GTODSP area must be substantially consistent with the landscape plan concepts set forth in Chapter 4, Section VIII of this Specific Plan.

Buildings and major pedestrian entrances should be oriented toward centers of activity, such as the primary street frontage.

Use of distinctive paving treatments is encouraged to give visual cues to users and emphasize different areas within the streetscape and visitor spaces.

The property owner shall maintain all landscaped areas. All landscaping shall be well maintained.

Landscaping shall not interfere with pedestrian movement or impede the visibility of business and signage.

#### III. LIGHTING STANDARDS

Lighting should be used to illuminate open spaces and contribute to the safety and beauty of the project. Fixtures should complement the architectural style of the area. Overly glaring or flashing lights are discouraged.

#### IV. PERFORMANCE STANDARDS

Development within the GTODSP shall conform to the most recent CALGreen sustainability standards in effect at the time of building plan submission. Compliance with these standards results in a reduction of energy usage for any given building or complex.

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## **CHAPTER 7. GENERAL PLAN CONSISTENCY**

#### I. APPLICABLE GOALS AND POLICIES

#### **Relationship to the General Plan**

The City of Gardena General Plan establishes the overall vision for growth and development in the community. The General Plan Land Use Element establishes clear and logical patterns of land use and standards for new development.

The GTODSP provides for the orderly and efficient development and revitalization of the Plan area consistent with the City of Gardena General Plan. The GTODSP is a regulatory document prepared pursuant to the provisions of California Government Code sections 65450 through 65457, which grant local government agencies the authority to prepare specific plans for the systematic implementation of their general plan for all or part of the area covered by the general plan.

State law requires that any specific plan be consistent with the City's General Plan. The Gardena General Plan – Community Development Element – Land Use Plan is amended concurrent with adoption of the GTODSP to ensure technical consistency between the two documents. The general plan amendment will change the land use designation on the General Plan Land Use Map from "Commercial" to "Specific Plan" and amend the Land Use Element text and Land Use Element Table LU-3 to allow the mix of uses and densities specified in this Specific Plan.

#### **Relationship to the Zoning Ordinance**

Title 18 of the Gardena Municipal Code is the Zoning Ordinance, which provides the regulatory tool to implement the land use goals, policies, and actions established by the General Plan. The Zoning Ordinance identifies specific zoning districts in the city and prescribes development standards and regulations that apply to each district.

The Gardena Zoning Code and Map is also amended by ordinance concurrent with adoption of the Specific Plan to ensure complete and technical consistency. A Gardena TOD Specific Plan zone replaces the site's existing General Commercial - C3 zoning. The contents of this Specific Plan will be adopted by ordinance and will replace the existing zoning standards.

Where the Zoning Ordinance's regulations, development standards, design guidelines, and/or administrative procedures are inconsistent with this Specific Plan, the Specific Plan regulations, standards, guidelines, and procedures shall supersede. However, any issue not specifically

addressed in the GTODSP shall be subject to the standards and regulations of the Zoning Ordinance.

#### **Specific Plan Policies**

The policies in this section were established specifically for the GTODSP and provide guidance for new development, mobility, and public improvements in the Plan area. These policies apply throughout the GTODSP area and supplement the General Plan policies outlined in the consistency analysis below. Development proposals must be consistent with the policies of both the General Plan and this GTODSP.

<u>Policy 1: Housing.</u> Provide for the development of enhanced technology and creative sector housing that supports the employees of the area's expanding high-tech firms and industries.

<u>Policy 2: Quality Development.</u> Achieve quality development that can serve as a model for future development in Gardena, including the use of quality, durable materials, on-site residential amenities, pedestrian and streetscape amenities, and attention to architectural detail.

<u>Policy 3: Transit-Oriented Development.</u> Accommodate the development of land uses that include quality, multi-family housing that support and benefit from the presence of light-rail transit.

<u>Policy 4: Development Density.</u> Provide increased residential density near large employment centers and the Green Line Crenshaw station, while protecting and preserving the city's established single-family residential neighborhoods.

<u>Policy 5: Sustainable Development.</u> Achieve best practices for architectural design and land development that enhance the city's infrastructure, reduce consumption of non-renewable resources, and limit pollutants and greenhouse gas emissions.

<u>Policy 6: Pedestrian Network Connections.</u> Achieve safe and convenient pedestrian connections to the surrounding area—such as the local corporate headquarters and other employment centers—and the Green Line Crenshaw Station.

#### II. GENERAL PLAN CONSISTENCY ANALYSIS

The GTODSP is consistent with the following General Plan goals and policies:

#### Housing Element

<u>GOAL 3.0:</u> Minimize the impact of governmental constraints on housing construction and cost.

<u>Policy 3.3:</u> Encourage the use of special development zones and other mechanisms to allow more flexibility in housing developments.

Consistent with Goal 3.0, the GTODSP reduces the impact of governmental constraints on housing construction and cost. Consistent with Policy 3.3, the GTODSP implements special zoning and development standards to permit more flexibility in housing developments in northwest Gardena. The GTODSP offers an opportunity to create a vibrant, transit-oriented neighborhood. The GTODSP facilitates more diverse multi-family housing options to serve the City's growing and evolving technology industry, and supports the local economy with newly constructed, high-quality multi-family housing opportunities. By permitting denser development than would otherwise be permitted under existing zoning, the Specific Plan incentivizes construction of new multi-family housing with a variety of unit types.

<u>GOAL 4.0:</u> Provide adequate residential sites through appropriate land use and zoning to accommodate the City's share of regional housing needs.

Policy 4.1: Implement land use policies that allow for a range of residential densities.

Consistent with Goal 4.0, the GTODSP provides the appropriate land use and zoning for development of multi-family, transit-oriented residential development. Construction of up to 265 residential units in the vicinity of regional serving public transit infrastructure assists the City in meeting its share of the regional housing needs allocation. Currently, residential development in northwest Gardena primarily consists of single-family housing with multi-family housing along major arterials. The GTODSP permits a greater range of residential densities than is currently permitted in this area of the City, consistent with Policy 4.1.

#### **Community Development Element - Land Use Plan**

<u>LU Goal 1:</u> Preserve and protect existing single-family and low/medium-density residential neighborhoods while promoting the development of additional high-quality housing types in the City.

LU 1.1: Promote sound housing and attractive and safe residential neighborhoods.

<u>LU 1.2:</u> Protect existing sound residential neighborhoods from incompatible uses and development.

<u>LU 1.4:</u> Locate new medium- and high-density residential developments near neighborhood and community shopping centers with commensurate high levels of community services and facilities.

<u>LU 1.5</u>: Provide adequate residential amenities such as open space, recreation, off-street parking and pedestrian features in multifamily residential developments.

<u>LU 1.6:</u> Ensure residential densities are compatible with available public service and infrastructure systems.

LU 1.8: Minimize through-traffic on residential streets.

Consistent with Goal 1, the GTODSP implements new zoning and development standards to promote the development of additional high-quality housing types in the City. The GTODSP includes development standards and design guidelines to promote high quality housing and attractive and safe residential neighborhoods, consistent with Policy 1.1. The GTODSP facilitates the transition of the surrounding neighborhood into a more complete community, in that it will bring new residents to the neighborhood, support the local economy, improve the streetscape, activate the pedestrian realm, and help transition an automobile-oriented corridor to transitoriented development.

Consistent with Policy 1.2, the GTODSP protects the existing single-family residential neighborhood to the east from incompatible uses and development, and is not within an existing residential neighborhood. The project design and access are oriented to Crenshaw Boulevard and away from the nearest residential neighborhood. In addition, the Dominguez Flood Control Channel and related improvements provide an additional physical separation of approximately 100 feet between the project and the nearest residential neighborhood.

Consistent with Policy 1.4, the Specific Plan clusters urban-density housing at an appropriate location near the Crenshaw Station, technology firms, and other large local employment centers. The Specific Plan also locates new housing within walking distance of a variety of retail opportunities and local eateries, many of which are in a large commercial center immediately south of the Crenshaw Station and I-105. These features of the project will increase convenience for residents and reduce future residents' automobile dependence.

Consistent with Policy 1.5, the project provides residential amenities including open space, recreation areas, and structured off-street parking. The project's open space and recreational facilities consist of a series of courtyards and open areas, both active and passive, distributed in three levels for use by residents and their guests. The open spaces include a dog park on the ground level, a 4,600-square foot pool courtyard on Level 3 adjacent to a fitness room and club house, and two additional courtyards on Level 4 with a combined area of approximately 4,000 square feet. On-site parking will be provided in an enclosed garage consisting of two-and-a-half vertical floors above grade (the garage entrance is at the ground level, but a portion of the

internal ramp and parking shall be located below-grade). The parking garage is designed to permit two-way travel between the various levels with adequate circulation.

Consistent with Policy 1.6, the GTODSP permits residential density compatible with available public service and infrastructure systems. As described in Chapter 3., Section VII., Utilities, and Chapter 4., Section V., Public Utilities / Facilities Plan, of this Specific Plan, the GTODSP includes measures to ensure that the plan area is served by adequate public services, infrastructure, and utilities.

Consistent with Policy 1.8, the project minimizes through-traffic on residential streets by orienting vehicular access towards Crenshaw Boulevard, a major divided arterial primarily developed with commercial and light industrial uses in the vicinity of the project site. The project does not disrupt any existing traffic patterns on residential streets.

#### **Community Development Element – Economic Development Plan**

ED Goal 3: Attract desirable businesses to locate in the City.

<u>ED 3.3</u>: Maintain a multidisciplinary proactive approach to improve the City's image as a desirable business location.

Consistent with Goal 1, the GTODSP facilitates the development of high-quality housing in proximity to local technology and creative sector companies and other employment centers to further attract desirable businesses to locate in the City. Innovative technology firms and their employees place a premium on quality-of-life and livability factors, including access to high-quality housing options; social, cultural, and environmental amenities; access to shops and restaurants; and low-stress commutes. Implementation of the GTODSP will help alleviate the negative impacts of a lack of housing for local technology and creative sector employees. Consistent with Policy 3.3, the GTODSP adopts a multidisciplinary, proactive approach, supporting the expanding technology sector with newly constructed, high-quality multi-family housing opportunities.

#### **Community Development Element – Community Design Plan**

DS Goal 1: Enhance the visual environment and create a positive image of the City.

<u>DS 1.3:</u> Promote a stronger design review process to ensure that public and private projects comply with best design practices and standards.

<u>DS 1.4</u>: Provide a sense of arrival to Gardena through entry monument signs, landscaping features, architectural and motifs at key gateway locations.

Consistent with DS Goal 1, the project will enhance the visual environment by replacing an obsolete, automobile-oriented light industrial building and surface parking lot with a new transitoriented multi-family development project. The project will incorporate high-quality design and landscaping consistent with the standards of the GTODSP to further enhance the visual environment. Developing new residential uses in proximity to growing local technology and creative sector industries will help create a positive image of the City. Consistent with Policy 1.4, the project would provide on-site landscaping features and a high-quality sign identifying the project, consistent with the sign standards identified in this Specific Plan, at a key gateway location in the City. These design features are a result of compliance with Policy 1.3.

DS Goal 2: Enhance the aesthetic quality of the residential neighborhoods in the City.

<u>DS 2.1</u>: Provide stronger design guidelines for residential development, including both new construction and additions to existing single-family units or multi-family dwellings.

<u>DS 2.2</u>: Ensure that new and remodeled dwelling units are designed with architectural styles, which are varied and are compatible in scale and character with existing buildings and the natural surroundings.

<u>DS 2.</u>3: Encourage a variety of architectural styles, massing, floor plans, color schemes, building materials, façade treatments, elevation and wall articulations.

<u>DS 2.7</u>: Require appropriate setbacks, massing, articulation and height limits to provide privacy and compatibility where multiple family housing is developed adjacent to single family housing.

<u>DS 2.9</u>: Integrate new residential developments with the surrounding built environment. IN addition, encourage a strong relationship between the dwelling and the street.

<u>DS 2.10:</u> Provide landscape treatments (trees, shrubs, groundcover, and grass areas) within multi-family development projects in order to create a "greener" environment for residents and those viewing from public areas.

<u>DS 2.11</u>: Incorporate quality residential amenities such as private and communal open spaces into multi-unit development projects in order to improve the quality of the project and to create more attractive and livable spaces for residents to enjoy.

<u>DS 2.12:</u> Provide well-designed and safe parking areas that maximize security, surveillance, and efficient access to building entrances.

<u>DS 2.14:</u> Require design standards be established to provide for attractive building design features, safe egress and ingress, sufficient parking, adequate pedestrian amenities, landscaping, and proper signage.

<u>DS 2.15:</u> Promote innovative development and design techniques, new material and construction methods to stimulate residential development that protects the environment.

Consistent with Goal 2, implementation of the GTODSP would enhance the aesthetic quality of the Specific Plan area. The GTODSP is intended to achieve quality and attractively designed development that can serve as a model for future multi-family, transit-oriented development in the City. Implementation of the Specific Plan will replace an obsolete light industrial building with a high-quality residential development that is intended to serve as a catalyst to transform northwest Gardena into a vibrant, transit-oriented neighborhood. Consistent with Policies 2.1, 2.2 and 2.3, Chapter 6 of the GTODSP includes design principles and guidelines for residential development to ensure that the project is designed with a varied, yet compatible architectural style. Consistent with Policy 2.14, these design standards will ensure that the project would be designed with attractive building design features, safe ingress and egress, sufficient parking, adequate pedestrian amenities, and landscaping. Approval of a master sign program as contemplated by this Specific Plan would provide for proper identification signage for the project.

Consistent with Policies 2.7 and 2.9, the project design and access are oriented towards Crenshaw Boulevard and away from the single-family housing located to the east of the project site. Furthermore, the project does not directly abut any residential neighborhood; the project abuts public facilities and open space. In addition, the Dominguez Flood Control Channel and related improvements provide an additional physical separation of approximately 100 feet between the project and the nearby single-family housing.

Consistent with Policy 2.10, the project will provide landscape treatments that will create a "greener" environment. The project will replace an existing light industrial building that has no landscaping and an expansive surface parking area with a multi-family residential building that incorporates street trees to shade the street and sidewalk and create a pedestrian-scale screen between the ground level and upper levels of the building. The upper level courtyards would all be landscaped and visible from the street, further enhancing the "green" environment for residents and those viewing from public areas.

Consistent with Policy 2.11, implementation of the GTODSP would incorporate quality residential amenities, including private and communal open spaces, into the proposed multi-family development project. The project's amenities include a dog park on the ground level, a 4,600-

square foot pool courtyard on Level 3 adjacent to a fitness room and club house, and two additional courtyards on Level 4 with a combined area of approximately 4,000 square feet. These amenities would improve the quality of the project and create more attractive and livable spaces for residents.

Consistent with Policy 2.12, parking for the project will be provided in an enclosed garage consisting of two-and-a-half vertical floors above grade (as noted, a portion of the internal ramp and parking shall be located below-grade). The parking garage will be accessible only to residents and will be secured by a key fob entry system. Residents will be able to enter the building directly from the parking garage.

Consistent with Policy 2.12, the GTODSP includes design guidelines to ensure the project is designed with a varied, yet compatible architectural style, attractive building design features, safe ingress and egress, sufficient parking, adequate pedestrian amenities and landscaping.

*Consistent with Policy 2.15, the project will conform to the latest CALGreen sustainability standards.* 

#### **Community Development Element – Circulation Plan**

<u>Cl Goal 1:</u> Promote a safe and efficient circulation system that benefits residents and businesses and integrates with the greater Los Angeles/South Bay transportation system.

<u>Cl 1.1:</u> Prioritize long-term sustainability for the City of Gardena, in alignment with regional and state goals, by promoting infill development, reduced reliance on single-occupancy vehicle trips, and improved multi-modal transportation networks, with the goal of reducing air pollution and greenhouse gas emissions, thereby improving the health and quality of life for residents.

Consistent with Goal 1, the GTODSP project promotes reduced reliance on single-occupancy vehicle trips and convenient access to the multi-modal transportation measure through its location and the TDM measures.

<u>CI Goal 3:</u> Develop Complete Streets to promote alternative modes of transportation that are safe and efficient for commuters, and available to persons of all income levels and disabilities.

<u>CI 3.1:</u> Work with Gardena Municipal Bus Lines and MTA to increase the use of public transit, establish or modify routes, and improve connectivity to regional services.

<u>CI 3.3:</u> Maintain and expand sidewalk installation and repair programs, particularly in areas where sidewalks link residential neighborhoods to local schools, parks, and shopping areas.

<u>Cl 3.4:</u> Maintain a citywide bicycle route and maintenance plan that promotes efficient and safe bikeways integrated with the MTA's regional bicycle system.

Consistent with Goal 3, the GTODSP facilitates a transit-oriented development where residents live near, and walk or bicycle to, their offices, shopping, and recreation. The project therefore promotes alternative modes of transportation for residents. The project also facilitates development of a Complete Street along Crenshaw Boulevard, by redeveloping an obsolete, automobile-oriented light industrial building and surface parking lot; reducing the number of curb cuts and potential conflict points between vehicles and pedestrians; and providing street trees that will shade the street and sidewalk and create a pedestrian scale at the street level.

Consistent with Policy 3.1, public transit use will be encouraged as the project site is located within a quarter mile of nine bus stops and less than one mile from the Crenshaw Boulevard Green Line station. The TDM measures will also encourage use of public transportation.

Consistent with Policy 3.3, the sidewalks, curbs, and gutters adjoining the project site will be reconstructed as part of the project.

Consistent with Policy 3.4, the project promotes bicycle usage through its close proximity to the Dominquez Trail, which is located behind the project site on the east side of the Dominguez Channel.

#### Community Resources Element—Conservation Plan

<u>CN Goal 2:</u> Conserve and protect groundwater supply and water resources.

<u>CN 2.2:</u> Comply with the water conservation measures set forth by the California Department of Water Resources.

<u>CN 2.6</u>: Encourage and support the proper disposal of hazardous waste and waste oil. Monitor businesses that generate hazardous waste materials to ensure compliance with approved disposal procedures.

Consistent with Goal 2 and its supporting policies, the project conserves and protect groundwater supply and water resources through compliance with all applicable regulations, including the water conservation measures set forth by the Department of Water Resources. The project will increase the permeable area of the project site by approximately five percentage points. *Consistent with Policy 2.6, the project must comply with all applicable regulations regarding the disposal of hazardous waste and waste oil during construction.* 

<u>CN Goal 3:</u> Reduce the amount of solid waste produced in Gardena.

<u>CN 3.1:</u> Comply with the requirements set forth in the City's Source Reduction and Recycling Element.

*Consistent with CN Goal 3 and Policy 3.1, the project will comply with all applicable requirements for waste diversion during construction and operation.* 

<u>CN Goal 4:</u> Conserve energy resources through the use of technology and conservation methods.

<u>CN 4.1</u>: Encourage innovative building designs that conserve and minimize energy consumption.

<u>CN 4.2:</u> Require compliance with Title 24 CALGreen regulations to conserve energy.

Consistent with Goal 4 and Policy 4.1, the GTODSP facilitates a multi-family development that meets high standards of environmental sustainability. Development proposals within the Specific Plan area must be designed to achieve best practices for architectural design and land development that enhance the city's infrastructure, reduce consumption of non-renewable resources, and limit pollutants and greenhouse gas emissions. Consistent with Policy 4.2, projects within the GTODSP will conform to the most recent CALGreen sustainability standards in effect at the time of building plan submission.

<u>CN Goal 5:</u> Protect the City's cultural resources.

<u>CN 5.3</u>: Protect and preserve cultural resources of the Gabrielino Native American Tribes found or uncovered during construction.

Consistent with Goal 5 and its supporting policies, the project will incorporate measures to protect and preserve any cultural resources of the Gabrielino Native American Tribe, or any other Tribe, found or uncovered during construction.

#### Community Safety Element—Public Safety Plan

<u>PS Goal 1:</u> Maintain a high level of fire and police protection for residents, businesses and visitors.

<u>PS 1.6:</u> Ensure that law enforcement, crime prevention, and fire safety concerns are considered in the review of planning and development proposals in the City.

Consistent with Policy 1.6, the City has considered law enforcement, crime prevention, and fire safety concerns in its review of the GTODSP. The building and parking structure will be accessible only to residents and secured by a key fob entry system. The project will comply with all applicable Fire Code and fire safety regulations.

<u>PS Goal 2:</u> Protect the community from dangers associated with geologic instability, seismic hazards and other natural hazards.

<u>PS 2.3:</u> Require compliance with seismic safety standards in the Unified Building Code.

<u>PS 2.4:</u> Require geotechnical studies for all new development projects located in an Alquist-Priolo Earthquake Fault Zone or areas subject to liquefaction.

Consistent with Policy 2.3, all projects within the GTODSP are required to comply with the seismic safety standards in the Unified Building Code. Consistent with Policy 2.4, a geotechnical study was prepared for the Specific Plan area.

<u>PS Goal 4</u>: Increase public awareness of crime and fire prevention, and emergency preparedness and procedures.

<u>PS 4.3:</u> Promote professional management of multi-family residential buildings.

Consistent with Policy 4.3, the proposed multi-family residential building within the Specific Plan area will be professionally managed and the property managers will develop standard emergency preparedness plans and procedures for the project.

#### Community Safety Element—Noise Plan

<u>N Goal 2:</u> Incorporate noise considerations into land use planning decisions.

<u>N 2.4:</u> Require mitigation of all significant noise impacts as a condition of project approval.

<u>N 2.5</u>: Require proposed projects to be reviewed for compatibility with nearby noisesensitive land uses with the intent of reducing noise impacts.

<u>N 2.6:</u> Require new residential developments located in proximity to existing commercial/ industrial operations to control residential interior noise levels as a condition of approval and minimize exposure of residents in the site design.

<u>N 2.9</u>: Encourage the creative use of site and building design techniques as a means to minimize noise impacts.

Consistent with Goal 2, the City incorporated noise considerations into its review of the Specific Plan. Consistent with Policy 2.4 the EIR analyzed the project's potential for generating noise impacts on the surrounding environment both during construction and operation, and imposed mitigation measures as appropriate. Consistent with policies 2.5 and 2.6, the Project will conduct interior noise level studies and achieve interior noise level standards as required by the Building Code. In addition, consistent with Policy 2.9, the project will incorporate design features necessary to control residential interior noise levels and minimize exposure of residents to nearby commercial and industrial uses in accordance with the Building Code standards for interior noise levels.

N Goal 3: Develop measures to control non-transportation noise impacts.

<u>N 3.2</u>: Require compliance with noise regulations. Review and update Gardena's policies and regulations affecting noise.

<u>N 3.3:</u> Require compliance with construction hours to minimize the impacts of construction noise on adjacent land.

Consistent with Policy 3.2, the project complies with the City's noise ordinance. Consistent with Policy 3.3, the project complies with the City's regulations regarding permitted construction hours.

## **CHAPTER 8. IMPLEMENTATION**

#### I. PHASING PLAN

The project proposed as part of the GTODSP is envisioned to be built in one phase. Phase occupancy of the proposed project is permitted.

#### II. PLAN REVIEW PROCESS

Development in the GTODSP will be implemented through City review of site plans, plot plans, building permits, and other permits that may be required by the City of Gardena. Any modification to the Site Plan attached as Exhibit A, including new construction or modifications to existing buildings, shall be reviewed by the Planning Commission for conformance with the General Plan, this Specific Plan, the Zoning Ordinance (if not superseded by this Specific Plan), and all other applicable documents. The Community Development Director may approve minor modifications to the approved Site Plan.

#### III. CEQA REVIEW

For any subsequent discretionary approvals requiring further CEQA review, the City as lead agency will rely on the certified EIR, together with any necessary errata, addenda or subsequent or supplemental EIR to the fullest extent permitted by CEQA.

#### IV. INFRASTRUCTURE IMPROVEMENTS/COORDINATION

The developer and/or property owner shall be responsible for making transportation and infrastructure utility improvements identified as part of the GTODSP and/or the EIR. All improvements shall be to the specifications of the City of Gardena Community Development Department, Public Works, or another applicable department.

#### V. FINANCING MEASURES

Implementation and financing of improvements of the GTODSP depend exclusively on private investment and development. The developer and/or property owner shall be responsible for financing the project, including all improvements and mitigation measures.

# VI. ADMINISTRATION OF PLAN

### Framework

Approval of the GTODSP indicates acceptance by the Gardena City Council of a specific framework for the development of the Plan area. That framework establishes specific standards and regulations, including permitted uses and development standards that constitute the zoning regulations for the Plan area and regulate development within the area.

### **Review Authority**

This plan shall be administered by the Community Development Department and Planning Commission of the City of Gardena in accordance with the provisions of the Gardena Municipal Code, except to the extent superseded by the provisions of this Specific Plan.

### Interpretation

In case of uncertainty or ambiguity to the meaning or intent of any provision of this Specific Plan, the Community Development Director has the authority to interpret the intent of the provision in question. The Director may, at his/her discretion, refer interpretations to the Planning Commission for consideration and action. Such a referral shall be accompanied by a written analysis of issues related to the interpretation. All interpretations made by the Community Development Director may be appealed to the Planning Commission in accordance with the appeal procedures set forth in Title 18 of the Gardena Municipal Code (2006). When used in this GTODSP, the words "shall" and "must" are always mandatory. The word "should," as used in the design guidelines section of this plan, is not mandatory but is strongly recommended.

The GTODSP is not intended to interfere with, abrogate, or annul any easement, covenant, or other agreement to which the City is a party.

Where the Zoning Ordinance's regulations, development standards, design guidelines, and/or administrative procedures are inconsistent with this Specific Plan, the Specific Plan regulations, standards, guidelines, and procedures shall supersede and control. However, any issue not specifically addressed in the GTODSP shall be subject to the standards and regulations of the Zoning Ordinance.

### Severability

If any section, subsection, sentence, clause, or phrase of this Specific Plan, or future amendments or additions hereto, is for any reason held to be invalid or unconstitutional by the decision of any court, such decision shall not affect the validity of the remaining portions of the plan.

### Substantial Conformance

Substantial Conformance allows for administrative approval and interpretation of minor modifications to the Specific Plan text, graphics, and/or project design that do not change the meaning or intent of the Specific Plan. Through this administrative review process the Community Development Director may find the project to be in substantial conformance with the Specific Plan and the Site Plan Review approval provided no significant modifications are proposed that require a Specific Plan amendment, as described in detail below.

### **Specific Plan Amendment**

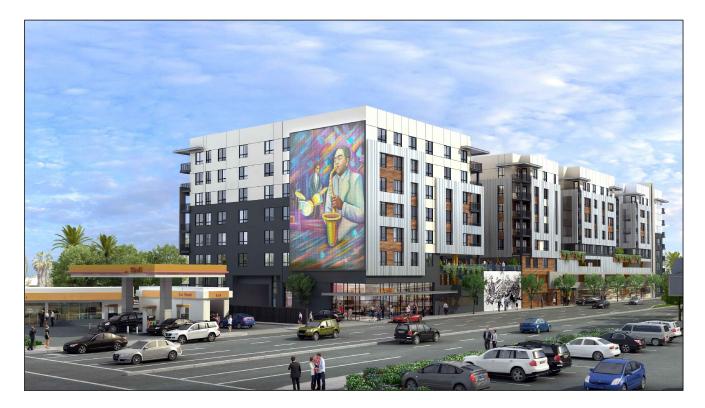
Amendments to this Specific Plan shall be processed for "significant" modifications in accordance with the applicable provisions of state law provided in California Government Code sections 65450 *et seq.* The procedures in Section 18.39.030 of the Gardena Municipal Code shall be followed for a proposed Specific Plan amendment. Each request for amendment shall specify the sections or portions of the Specific Plan that are affected by the amendment.

Any proposed "significant" modification which results in any of the following requires an amendment to the Specific Plan:

- 1. Any change in the permitted uses set forth in Chapter 5, Section I of this Specific Plan.
- 2. Any increase in the number of residential dwelling units in excess of 265.
- 3. An increase in building height.
- 4. A decrease in the minimum dwelling unit size by more than 20 percent.
- 5. A decrease in the minimum required amount of open space greater than 5 percent.
- 6. Any decrease in any ground floor side yard building setback.
- 7. A decrease in the amount of vehicular parking within the Specific Plan area by more than three spaces.
- 8. A decrease in the minimum required amount of bicycle parking within the Specific Plan area greater than 15 percent.
- 9. A substantial deviation, as determined by the Community Development Director, from the architecture approved in the Site Plan.
- 10. A substantial deviation from and/or reduction in the amenities listed in Chapter 4, SectionVI. Above, as determined by the Community Development Director.

Other than the "significant" modifications listed above that require a Specific Plan Amendment, all other modifications to the project are considered "minor" and may be processed via administrative Substantial Conformance review and approval.

# **EXHIBIT A**



# **Project Team**

#### APPLICANT/OWNER: DIN | CAL 4, INC

1010 S. Coast Highway 101 Suite 106 Encinitas, CA 92024 (858) 847-9311 Contact: Josh Vasbinder Josh.Vasbinder@tdc-properties.com

#### STRUCTURAL ENGINEER: SCA CONSULTING ENGINEERS 12511 Emily COurt

Sugar Land, TX 77478 (713) 779-7252 Contact: Martin Maingot maingotm@scaengineers.com

GARDENA T.O.D.

#### DEVELOPMENT CONSULTANT:

1000 Newport Center Drive Newport Beach, CA 92660 (949) 510-8255 Contact: Gilad Ganish ailad@blackwood.com

#### **GEOTECHNOLOGIES, INC** 439 Western Avenue Glendale, CA 91201

(818) 240-9600 Contact: Stan Tana stang@geoteg.com

#### BLACKWOOD REAL ESTATE

#### RESIDENTIAL ARCHITECT AO ARCHITECTS 144 N. Orange Street

Orange, CA 92866

Contact: Ed Cadavona

ed@AOarchitects.com

(714) 639-9860

507 30TH STREET Newport Beach, CA. 92663 (949) 675-9964 Contact: Dan Delle dan@mjs-la.com

MJS

#### LANDSCAPE ARCHITECT:

FUSCOE ENGINEERING 600 Wilshire Blvd, Suite 1470 Los Angeles, CA 90017 (213) 988-8802 Contact: Keith Malloy, PE KMallov@fuscoe.com

CIVIL ENGINEER

# DIN|CAL 4, INC,

SCHEMATIC DESIGN OCTOBER 23, 2020.

#### VICINITY MAP



### NORTH

### NARRATIVE

CONTEXT THIS TRANSIT ORIENTED PROJECT REVITALIZES THE SOUTHEAST CORNER OF CRENSHAW AND EL SEGUNDO BOULEVARD IN THE CITY OF GARDENA. A CUTING-EDGE, SUSTAINABLE RESIDENTIAL BUILDING REPLACES AN OWNER OCCUPIED AUTO-PARTS WAREHOUSE AND SURFACE LOTS THE PROJECT PROVIDES A MUCH NEEDED CATALYST TO THE NORTHWEST GARDENA CRENSHAW CORRIDOR THAT INCORPORATES A HIGH QUALITY AMENITY BASE AND A PROMINENT GROUND FLOOR GRAND LOBBY AND LEASING CENTER TO PROVIDE PEDESTRIAN ACTIVATION

#### OVERALL BUILDING CONCEPT

THE NEW RESIDENTIAL BUILDING CONSISTS OF 262 STUDIO, ONE- AND TWO- BEDROOM APARTMENT HOMES. THE BUILDING LAYOUT FEATURES A SERIES OF HIGHLY DEVELOPED OPEN APARIMENT HOMES. THE BUILDING LATOUT PATURES A SERIES OF HIGHLT DEVELOPED OPER AND ENCLOSED RECREATIONAL SPACES, THESE AMENITIES SPACES ARE SPREAD INTO THREE COURTYARDS THAT OPEN TOWARDS CRENSHAW BOULEVARD ON TWO LEVELS. THE FITNESS AND CLUBHOUSE, ALONG WITH COVERED LANAIS, SURROUND THE POOL AND SPA DECK ON THE THIRD LEVEL. TWO ADDITIONAL COURTYARDS ARE LOCATED ON THE FOURTH LEVEL DECK WITH MORE PASSIVE ACTIVITIES THAT PROVIDE WIDE WEST-FACING VIEWS.

#### FAÇADE MASSING AND ARTICULATION

THE USE OF METAL, CONCRETE AND GLASS IN THE CONCEIVED PLANES AND CURRENT ARTICULATION SPEAKS TO THE HYBRID TECH/INDUSTRIAL NATURE OF THE AREA. THIS CONTEMPORARY QUALITY IS SOFTENED WITH THE INTRODUCTION OF WOOD BOARD STYLE CLADDING AND PLANTING MATERIAL TO ENHANCE THE ARCHITECTURE.

THE CONCEPT OF JUXTAPOSED ARCHITECTURAL PLANES FROM THE CRENSHAW ELEVATION ARE RE-INTERPRETED FOR THE FAST FACADE FRONTING THE CHANNEL WITH THE USE OF COLORS. DIFFERENT WINDOW GROUPING IS AN ADDITIONAL MANNER IN WHICH THE OTHER THREE FACADES ARE ENHANCED. SCORE LINES ARE USED AS A TOOL TO BRING ORDER TO THE BUILDING COMPOSITION.

#### ARCHITECTURE STYLE AND CHARACTER

THE PROJECT IS ENVISIONED TO BE A SOPHISTICATED CONTEMPORARY ARCHITECTURE STYLE THAT ALSO MAINTAINS A WARM AND SOCIAL QUALITY.

DATE: 10-23-2020 JOB NO .: 2019-446

COVER



CS-1

Din/Cal 4, Inc. 1010 S. COAST HWY 101, STE 106, ENCINITAS, CA 92024 (858) 847-9311

GARDENA, CA

| PARKING  | SUMI               | MARY               |               |                 |           |        |
|--|--------------------|--------------------|---------------|-----------------|-----------|--------|
| RESIDENTIAL PA   | RKING REG          | UIRED              |               |                 |           |        |
| GARDENA MUNICIPAL CODE §18.40.040 REQUIRES 2 STALLS PER<br>DEWELING UNIT | U                  | VITS               |               | PARKING<br>TIO  | STALLS RE | QUIRED |
| STUDIO   | 9                  | 22                 | 1             | .0              | 92        | 2      |
| 1 BR   | 1                  | 32                 | 1             | .0              | 13        | 2      |
| 2 BR'S   |                    | 38                 | 1             | .0              | 36        | 3      |
| TOTAL UNITS  | 2                  | 62                 |               |                 |           |        |
| STALLS REQUIRED - RESIDENTIAL  |                    |                    |               |                 | 26        | 2      |
| TOTAL STALLS REQUIRED - RESIDENTIAL                                      |                    |                    | RATIO:        | 1.00            | 26        | 2      |
| LEASING & ADD  | DITIONAL PA        | RKING              |               |                 |           |        |
|  |                    |                    |               |                 | STAL      | LS.    |
| LEASING STALLS (1.500 GFA)   |                    |                    |               |                 | 3         |        |
| MAIL PICK-UP STALL   |                    |                    |               |                 | 1         |        |
| SHARED RIDE STALL  |                    |                    |               |                 | 1         |        |
| TOTAL STALLS REQUIRED  |                    |                    |               |                 | 5         |        |
| EV CS PARKI  | NG REQUIR          | ED.                |               |                 |           |        |
|  |                    |                    | QUANTITY      | RATIO           | STALLS RE | QUIRED |
| EVCS - RESIDENTIAL (ADDITIONAL STALLS)                                   |                    |                    | 262           | 0.1             | 27        |        |
| EVCS - LEASING (ADDITIONAL STALLS)                                       |                    |                    | 3             | 0.1             | 1         |        |
| TOTAL STALLS REQUIRED - EVCS   |                    |                    |               |                 | 28        | 1      |
| ACCESSIBLE PARKING REQ   | UIRED (INC         | LUDED IN (         | COUNT)        |                 |           |        |
|  |                    |                    | QUANTITY      | RATIO           | STALLS RE | QUIRED |
| ADA - RESIDENTIAL  |                    |                    | 262           | 0.02            | 6         |        |
| ADA - LEASING  |                    |                    | 3             | 0.02            | 1         |        |
| TOTAL STALLS REQUIRED - EVCS   |                    |                    |               |                 | 7         |        |
| PARKING  | PROVIDED           | )                  |               |                 |           |        |
| LEVEL  | UNITS PER<br>LEVEL | ASSIGNED<br>STALLS | ADA<br>STALLS | EVCS<br>STALLS* | TOTAL S   | TALLS  |
| LEVEL 1  | 4                  | 80                 | 6             |                 | 86        | ;      |
| LEVEL 2  | 6                  | 107                | 1             |                 | 10        | в      |
| LEVEL 3  | 20                 | 73                 | 0             |                 | 73        | 1      |
| TOTALS   | 30                 | 260                | 7             | 0               | 267       | 1.02   |

|        |         |         | RESI    | DENTIA  | AL BUIL | .DING   | SUMM    | 1ARY    |       |       |
|--------|---------|---------|---------|---------|---------|---------|---------|---------|-------|-------|
| UNITS  | LEVEL 1 | LEVEL 2 | LEVEL 3 | LEVEL 4 | LEVEL 5 | LEVEL 6 | LEVEL 7 | LEVEL 8 | %     | TOTAL |
| S1     | 3       | 3       | 6       | 8       | 8       | 8       | 8       | 8       | 19.8% | 52    |
| \$2    | -       | 1       | 3       | 6       | 6       | 6       | 6       | 6       | 13.0% | 34    |
| \$3    | -       | -       | 1       | 1       | 1       | 1       | 1       | 1       | 2.3%  | 6     |
| Studio | 3       | 4       | 10      | 15      | 15      | 15      | 15      | 15      | 35%   | 92    |
| A1     | -       |         |         | 2       | 2       | 2       | 2       | 2       | 3.8%  | 10    |
| A2     | -       | -       | 4       | 12      | 12      | 12      | 12      | 12      | 24.4% | 64    |
| A3     | -       |         | 2       | 8       | 10      | 10      | 10      | 10      | 19.1% | 50    |
| A4     | 1       | 1       | 1       | 1       | 1       | 1       | 1       | 1       | 3.1%  | 8     |
| 1 BR'S | 1       | 1       | 7       | 23      | 25      | 25      | 25      | 25      | 50%   | 132   |
| 81     | -       | -       | 1       | 1       | 2       | 2       | 2       | 2       | 3.8%  | 10    |
| B2     | -       | -       | -       | 2       | -       | -       | -       | -       | 0.8%  | 2     |
| B2-ALT | -       | -       | 1       | 1       | 1       | 1       | 1       | 1       | 2.3%  | 6     |
| B3     | -       | 1       | 1       | 2       | 4       | 4       | 4       | 4       | 7.6%  | 20    |
| 2 BR'S | 0       | 1       | 3       | 6       | 7       | 7       | 7       | 7       | 15%   | 38    |
| TOTAL  | 4       | 6       | 20      | 44      | 47      | 47      | 47      | 47      | 100%  | 262   |

|              |                  | U               | NIT SUMMAR        | Ŷ                                  |   |       |       |
|--------------|------------------|-----------------|-------------------|------------------------------------|---|-------|-------|
| UNIT<br>TYPE | unit net Sq. ft. | NUMBER OF UNITS | TOTAL NET SQ. FT. | PRIVATE<br>OPEN<br>SPACE<br>SQ.FT. | TOTAL<br>PRIVATE<br>OPEN<br>SPACE<br>SQ.FT. | %     | UNIT% |
| 51           | 493              | 52              | 25,636            | 0                                  | 0   | 19.8% |       |
| 52           | 517              | 34              | 17,578            | 0                                  | 0   | 13.0% | 35%   |
| \$3          | 614              | 6               | 3,684             | 0                                  | 0   | 2.3%  |       |
| Al           | 619              | 10              | 6,190             | 53                                 | 530   | 3.8%  |       |
| A2           | 652              | 64              | 41.728            | 53                                 | 3,392                                       | 24.4% | 50%   |
| A3           | 713              | 50              | 35.650            | 45                                 | 2,250                                       | 19.1% | 50%   |
| A4           | 718              | 8               | 5,744             | 50                                 | 400   | 3.1%  |       |
| 81           | 1,080            | 10              | 10,800            | 59                                 | 590   | 3.8%  |       |
| 82           | 1,076            | 2               | 2,152             | 56                                 | 112   | 0.8%  | 15%   |
| B2-ALT       | 1,163            | 6               | 6.978             | 56                                 | 336   | 2.3%  | 13/6  |
| B3           | 1.278            | 20              | 25.560            | 56                                 | 1,120                                       | 7.6%  | 1     |
| TOTAL        | 694              | 262             | 181,700           | 33                                 | 8,730                                       |       | 100%  |

 "MOTE:
 EVCS STALLS ARE NOT INCLUDED IN PARKING COUNT ABOVE

 EVCS STALLS ARE NOT INCLUDED IN PARKING COUNT ABOVE
 STANDARD STALL DMENSIONS: "YTE"

 COMPACT STALL DMENSIONS: "STALE"
 (\$X17 - MAX 253)

 DAVE BIE DMENSIONS: "STALE"
 (\$X17 - MAX 253)

 DAVE BIE DMENSIONS: "STALE"
 (\$X17 - MAX 253)

 DAVE BIE DMENSIONS: "STALE"
 (\$X18 - MAX 253)

 DAVE BIE DMENSIONS: "STALE STALE ON GONDERA MUNICIPAL CODE §18.40,050
 (\$X19 - MAX 253)

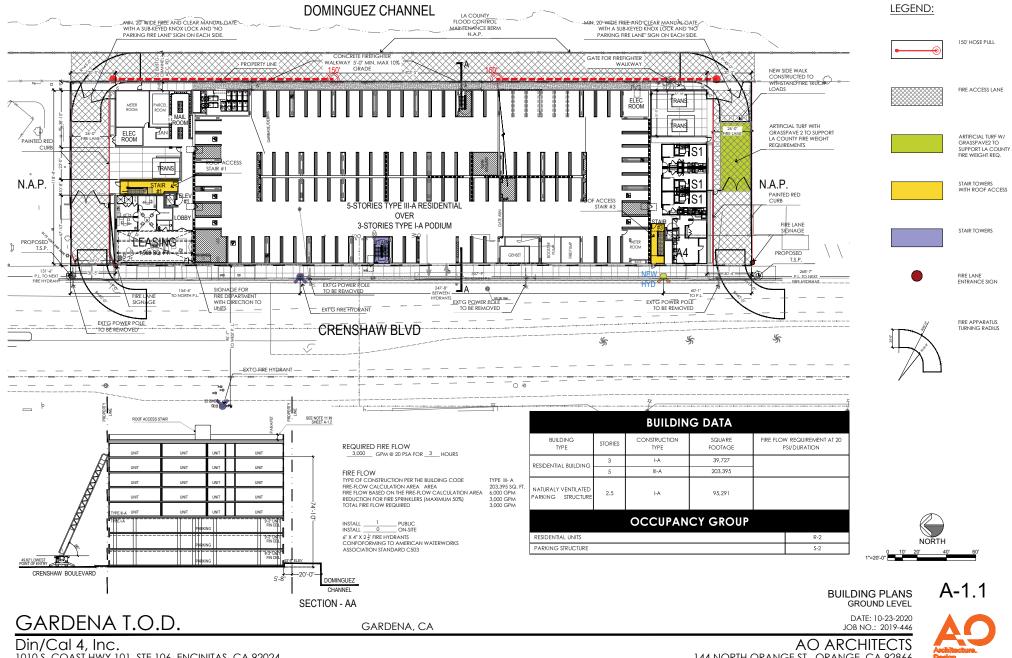
# DATA DA-1.0

DATE: 10-23-2020 JOB NO.: 2019-446



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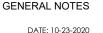
144 NORTH ORANGE ST., ORANGE, CA 92866 (714) 639-9860

| Backflow Protection Required (Fire Sprinklem/Prote Hydropt)       (check one)       Yes         Minimum Type of Protection Required (aheck one)       Single Check Detector Asse         Double Check Detector Assembly       Reduced Pressure Principle Detector Asse         Water Purveyor       Signature         6/12/2020       Operations Engineering Technic         Data       Information in Considered Valid for Texter Menthe         Figure Springer Sprin  | Eithe No mbly                            |
|---|--|
| Diatance from         Size of Hydrant_6*         Size of J           Static PSI .88         Readoul PSI .74         Office size 4*         PRec.           Fire Flow at 20 PSI .7124 gpm  | Eithe No mbly                            |
| Static PSI 88     Residual PSI 74     Online size 4*     Priot       Fire Flow at 20 PSI 7124 gpm     Duration 3.Hours     Flow Text Date / Time 10909 g.       Location     Hydrant Number     Size of Hydrant     Water main       Names: Roperty Line     Size of Hydrant     Water main       Static PSI     Duration 3.Hours     Flow Text Date / Time       Distance from     Readual PSI     Online sizePoint       Fire Flow at 20 PSI     Duration     Flow Text Date / Time       Distance from     Bize of Hydrant     Water main       Static PSI     Duration     Flow Text Date / Time       Distance from     Size of Hydrant     Water main       Static PSI     Duration     Flow Text Date / Time       Distance from     Size of Hydrant     Water main       Static PSI     Residual PSI     Online size of Pice       Static PSI     Residual PSI     Online size of Pice       Fire Flow at 20 PSI     Duration     Flow Text Date / Time       PART H     SPRINCERED BUILDINGS/RRVATEF/File MyDRANT SOLV     Eachdrow Thorabine Required (check con)       Distorie Check Detector Assemby     Below Grade     Bize One Check Detector Assemby       Distorie Check Detector Assemby     Genetions Engineering 1.Static Pice MyDRANT Solv       Mathrung Type of Protection Required (check con)     Single C  | 50 psi<br>4:13 PM<br>Eithe<br>No<br>mbly |
| Fire Flow at 20 PSI 7124 gpm       Duration 3.Hours       Plow Test Date / Time 100919.g.         Location       Hydrant Number         Distance from       Hydrant Number         Nature: Roperty Line       Size of Hydrant       Wider main         Static PSI       Reaidual PSI       Onfice size       Plot.         Fire Flow at 20 PSI       Duration       Flow Test Date / Time       Plot.         Nature: Roperty Line       Size of Hydrant       Wider main       Size of Nydrant       Wider main         Nature: Roperty Line       Size of Hydrant       Wider main       Number main       Size of Hydrant       Wider main         Nature: Roperty Line       Size of Hydrant       Plot.       <  | Either<br>No<br>mbly                     |
| Location       Hydrant Number         Dilatance from       Size of Hydrant         Water rain       Water rain         Size of Size of Hydrant       Water rain         Water rain       Water rain         Size of Size of Hydrant       Water rain         Water rain       Water rain         Size of Size of Hydrant       Water rain         Location       Flow Test Date / Time         Location       Hydrant         Distance from       Size of Hydrant         Nearest Hydrayt Ine       Size of Hydrant         Nearest Hydrayt Ine       Size of Hydrant         Nearest Hydrayt Ine       Size of Hydrant         Part Ha       Settion (Rais Cone)         Part Ha       Settion (Rais Cone)         Backdow Protection Required (Prote Scient Settion)       Balow Cone         Diletication Colon Required (Prote Scient Settion)       Single Check Detector Asset         Object Check Detector Asset       General Science France         Outlee Check Detector Asset       Signature         Signature       Signature         Signature       Signature         Diagon       Operations Engineering Technik         Diagon       Operations Engineering Technik         Dize       Detec  | Either<br>No<br>mbly                     |
| Implanted from the second s                           | Either<br>No<br>mbly<br>mbly             |
| Diatanes from     Size of Hydrant     Size of Hydrant       Nearest Roperty Line     Size of Hydrant     Water main       Static PSI     Readual PSI     Onfice size     Pilot       Fire Flow st 20 PSI     Daration     Flow Text Date / Time     Location       Location     Hydrant     Wider main     Size of Hydrant     Wider main       Distance from     Size of Hydrant     Wider main     Size of Hydrant       Distance from     Size of Hydrant     Pilot       Distance from     Size of Hydrant     Pilot       Fire Flow at 20 PSI     Duration     Flow Text Date / Time       PART He     Seronic Harth Protocols     Pilot       Edetation (check onta)     Above Grade     Date / Time       Baddbox Protection Required (Check onta)     Bolow Grade     Detactor Location       Minimum Type of Protection Required (Check onta)     Signature     Signature       Golden State Water Company     Signature     Signature       Main Company     Signature     Signature       Date     The     Date for the shouthed the second protect head second  | Either<br>No<br>mbly<br>mbly             |
| Static PSI  | Either<br>No<br>mbly<br>mbly             |
| File Flow at 20 PSI     Duration     Flow Test Date / Time  | Either<br>No<br>mbly<br>mbly             |
| Location       Hydrant         Distance from       Size of         Nearest Property Line       Size of Hydrant         Static PSI       Distance Size of         Static PSI       Distance PSI         Fire Flow at 20 PSI       Duration         Port II-1       SPRINCERED BUILDINGS/PRIVATE FIRE HYDRANTS ONLY         Detector Location (check cne)       Above Grade         Backdox Protection Resulted [File Sprinkler/Phrants thdm1) (check ono)       Yes         Minimum Type of Polacidion Resulted [File Sprinkler/Phrants thdm2] (check ono)       Single Check Detector Asset         Oxdee Check Obtector Asset       Reduced Persure Principle Detector Asset         Maintrue Type of Polacidion Required (check ono)       Signature         Golden State Water Company       Signature         Mater Parcyce       Operations Engineering Technic Te   | Either<br>No<br>mbly<br>mbly             |
| Dilatoro from       Hydrant       Bize of Hydrant       State of Hydrant       State of Hydrant       State of Hydrant       Water main         State 781       Readual PSI       Orifice size       Pioto         Fire Flow at 20 PSI       Duration       Fire Water main         PART 1-B       SPRINCERED BULDINGS/PREVATE FIRE HYDRANTS ONLY         Detector Location (check ona)       Above Grade       Below Grade       Baddbow CrossElino. Required (Check one)       Yes         Minimum Type of Protection Required (check one)       Single Check Detector Asset       Single Check Detector Asset         Oulde Check Detector Assettby       Reduced Pressure Principle Detector Asset       Signature         Golden State Water Company       Signature       Signature         Diale       Diale Check Detector Assettby       Operations. Engineering Technic Techn   | Either<br>No<br>mbly<br>mbly             |
| Dilators from         Size of Hydrant         Size of Hydrant           Nearest Hoperty Line         Size of Hydrant         Water main           Static PB         Residual PB         Office size         Pilot           Fire Flow size DBI         Duration         Flow Test Date / Time         Pilot           PART II-8         SPRINKLEFED BULDINGS/PRIVATE FIRE HYDRANTS ONLY         Duration         Elector Coation (check cme)         Balow Grade         Balow Grade           Baddbox Protection Required (Fire Sprinklern/Private Hydrant) (check cme)         Single Check Detector Assee         Ouble Check Detector Assee           Golden State Water Company         Single Check Detector Assee         Single Check Detector Assee         Single Check Detector Assee           Minimum Upto of Protection Required (check cme)         Single Check Detector Assee         Operations Engineering Tachnin Tachning Date           Signature         Signature         Signature         Signature           Bitz222020         Operations Engineering Tachning Date         The           The Detector Hattory pairs and the required priot be humor of a hattingen Principe Date of balow spanses         Headingen Principe Date of the principe date of balow spanses  | Either<br>No<br>mbly<br>mbly             |
| Nearest Property Line         Size of Hydrant         Water man           Static PSI         Otifice size         Priol           Static PSI         Duration         Prior Test Data           Prior For Wat 20 PSI         Duration         Prior Test Data           PART II-8         SPRINKLERED BUILDINGS/PRIATE FIRE HYDRANTS ONLY           Detector Location (check cms)         Above Grade         Below Grade           Baddbox Protection Resulted [File Sprinkler:Phrane Hydrant] (check ono)         Ves         Minimum Type of Protection Resulted (check ono)           Minimum Type of Protection Resulted (check ono)         Single Check Detector Assertivity         Reduced Persulted Detector Assertivity           Water Pureyon         Signature         Signature         Signature           Object         Dia formation is Considered Valid for Testres Months         The Somethings the indiate on event of the timescon of a lating Testing Testing the indiate of the timescon of a lating Testing the indiate of the timescon of a lating Testing the indiate of the timescon of a lating Testing the indiate of the timescon of a lating Testing the indiate of the timescon of a lating Testing the indiate of the timescon of a lating Testing the indiate of the timescon of a lating Testing the indiate of the timescon of a lating Testing the indiate of the timescon of a lating Testing the indiate of the timescon of a lating Testing the indiate of the timescon of a lating Testing the indiate of the timescon of a lating Testing the indiate of the timescon of a lating Testing the indiate of the timescon of a l   | Either<br>No<br>mbly<br>mbly             |
| Filer Flow at 20 PSI     Duration     Flow Test Date / Time       PART 1-8     SPRINKLENED BUILDINGS/PRIVATE FIRE HYDRANTS ONLY       Detector location (check com)     dove (Grade     Bachow Grade       Backdow Protection Required (Fire SprinkensPhrinken Hydrant) (check cone)     'yee       Minimum Type of Protection Required (check cone)     'selfe Check Detector Assembly     'selfe Check Detector Assembly       Ouble Check Detector Assembly     Reduced Pressure Principle Detector Assembly       Golden State Water Company     Signature       Byze22222     OperationsE Engineering Technic       Date     The Detector Required the required principle Detector Assembly       Charles State Water Company     Signature       Byze22222     OperationsE Engineering Technic       Date     The Detector Required the required principle Detector Assembly  | Either<br>No<br>mbly<br>mbly             |
| PART II-B         SPRINK-LERED BUILDINGS/PRIVATE FIRE HYDRANTS ONLY           Detector Location (check one)         Above Grade         Below Grade           Baddow Protection. Required (Fire, Sprinkten/Private, Extent). (check one)         Yes         Below Grade           Baddow Protection. Required (Check One)         Grade Check Detector Asse         Genetic Check Detector Asse           Minimum Type of Protection Required (Check One)         Reduced Pressure Principle Detector Asse           Ouble Check Detector Assembly         Reduced Pressure Principle Detector Asse           Signature         Signature           Date         Detector Extent of the State Matter Company.           Date         Detector Check Detector Assembly           Date         Detector Check Detector Check Detector Check Detector Assembly  | No<br>mbly<br>mbly                       |
| Detector location (sheek one)       Above Grade       Below Grade         Backdow Protection Required (Fire Sprinklern/Private Hydram) (sheek one)       Yes         Minimum Type of Protection Required (sheek one)       Signal (sheek one)       Signal (sheek one)         Oudle Check Detector Assembly       Reduced Pessure Priviple Detector Assembly         Signal (sheek one)       Signal (sheek one)       Signal (sheek one)         Outle Check Detector Assembly       Reduced Pessure Priviple Detector Assembly         Signal (sheek one)       Signal (sheek one)       Signal (sheek one)         Outle Check Detector Company       Signal (sheek one)       Signal (sheek one)         Date       Detector Company       Signal (sheek one)       Signal (sheek one)         Date       Detector Company       Signal (sheek one)       Signal (sheek one)         Date       Detector Company       Signal (sheek one)       Signal (sheek one)         Date       Detector Company       Signal (sheek one)       Signal (sheek one)         Date       Detector Company       Signal (sheek one)       Signal (sheek one)         Date       Detector Company       Signal (sheek one)       Signal (sheek one)         Date       Detector Company       Signal (sheek one)       Signal (sheek one)         Date       Detector Co  | No<br>mbly<br>mbly                       |
| Detector location (sheek one)       Above Grade       Below Grade         Backdow Protection Required (Fire Sprinklern/Private Hydram) (sheek one)       Yes         Minimum Type of Protection Required (sheek one)       Signal (sheek one)       Signal (sheek one)         Oudle Check Detector Assembly       Reduced Pessure Priviple Detector Assembly         Signal (sheek one)       Signal (sheek one)       Signal (sheek one)         Outle Check Detector Assembly       Reduced Pessure Priviple Detector Assembly         Signal (sheek one)       Signal (sheek one)       Signal (sheek one)         Outle Check Detector Company       Signal (sheek one)       Signal (sheek one)         Date       Detector Company       Signal (sheek one)       Signal (sheek one)         Date       Detector Company       Signal (sheek one)       Signal (sheek one)         Date       Detector Company       Signal (sheek one)       Signal (sheek one)         Date       Detector Company       Signal (sheek one)       Signal (sheek one)         Date       Detector Company       Signal (sheek one)       Signal (sheek one)         Date       Detector Company       Signal (sheek one)       Signal (sheek one)         Date       Detector Company       Signal (sheek one)       Signal (sheek one)         Date       Detector Co  | No<br>mbly<br>mbly                       |
| Backflow Protection Required (Fire Sprinklem/Prote Hydropt)       (check one)       Yes         Minimum Type of Protection Required (aheck one)       Single Check Detector Asse         Double Check Detector Assembly       Reduced Pressure Principle Detector Asse         Water Purveyor       Signature         6/12/2020       Operations Engineering Technic         Data       Information in Considered Valid for Texter Menthe         Figure Springer Sprin  | No<br>mbly<br>mbly                       |
| Minimum Type of Protection Required (check one)       Single Check Detector Asser         Double Check Detector Assertive       Reduced Pressure Principle Detector Assertive         Golden State Water Company       Signature         Water Purkeyor       Signature         Babe       Detections Engineering Technic         Date       Detections Engineering Technic         Date       Detections Engineering Technic         Date       Detections Engineering Technic         Date       Detections Company         Date       Detections Engineering Technic         Date       Detections Engineering Technic         Date       Detections Company         Date       Detection Company         Date </td <td>mbly<br/>mbly</td>  | mbly<br>mbly                             |
| Duble Check Delector Assembly     Reduced Pressure Principle Delector Assembly     Golden State Water Company     Grant Company     G | mbly                                     |
| Golden State Water Company         Signature           Mater Purveyor         Signature           6/22/2020         Operations Engineering Technic<br>Technic           Data         Distribution in Considered Valid for Technic Monthal<br>Technic Technic Technic Technic Technic Technic Technic Technic Technic<br>Technic Technic Techni  | /  |
| Water Purveyor         Signature           6/12/20/20         Operations Engineering Technic<br>Title           Data         Descriptions Engineering Technic<br>Title           This Information is Considered VMId for Tevelve Months           Fix Department Apy defaultions in water systems will need to be needed by the Fix Prevention Diversion <u>private</u><br>operational regroups of building datases.  |  |
| Water Purveyor         Signature           6/12/20/20         Operations Engineering Technic<br>Title           Data         Descriptions Engineering Technic<br>Title           This Information is Considered VMId for Tevelve Months           Fix Department Apy defaultions in water systems will need to be needed by the Fix Prevention Diversion <u>private</u><br>operational regroups of building datases.  | dan                                      |
| This Information is Considered Valid for Twelve Months<br>Fire Department approval of building plans shall be required prior to the issuence of a <u>Building Permit</u> by the jurisdd<br>Building Department. Any didicancies in water systems will need to be resolved by the Fire Prevention Division <u>parts</u>  | ion                                      |
| This Information is Considered Valid for Twelve Months<br>Fire Department approval of building plans shall be required prior to the issuence of a <u>Building Permit</u> by the jurisdd<br>Building Department. Any didicancies in water systems will need to be resolved by the Fire Prevention Division <u>parts</u>  | adli 📃                                   |
| Fire Department approval of building plans shall be required prior to the issuance of a <u>Building Permit</u> by the jurisdid<br>Building Department. Any deficiencies in water systems will need to be resolved by the Fire Prevention Division <u>only</u><br>department?  |  |
|   |  |
|   | onal prior to th                         |
| PROJECT ADDRESS: 12850 Crenshaw Blvd  |  |
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Din/Cal 4, Inc. 1010 S. COAST HWY 101, STE 106, ENCINITAS, CA 92024 (858) 847-9311

# GENERAL NOTES:

- 1. ALL OVERHEAD POWER LINES FRONTING PROPERTY ALONG CRENSHAW BOULEVARD WILL BE PLACED UNDERGROUND PRIOR TO ANY COMBUSTIBLE CONSTRUCTION. ADDITIONALLY, NON-COMBUSTIBLE CONSTRUCTION ACTIVITIES SHALL BE ALLOWED TO COMMENCE PRIOR TO THE UNDER-GROUNDING OF SAID POWER LINES.
- 2. THE AREA OF FIRE FIGHTING OPERATIONS, AS DETERMINED BY THE FIRE CODE OFFICIAL, SHALL NOT BE LOCATED UNDERNEATH HIGH VOLTAGE TRANSMISSION LINES. FIRE CODE 503.2.9
- ALL FIRE HYDRANTS SHALL MEASURE 6" X 4"" X 2-1/2", BRASS OR BRONZE, CONFORMING TO AMERICAN WATER WORKS ASSOCIATION STANDARD C503, OR APPROVED EQUAL.
- 4. FIRE APPARATUS ACCESS ROADS AND STRUCTURES LOCATED NEAR HIGH-VOLTAGE TRANSMISSION LINES SHALL BE POSTED WITH APPROVED SIGNS STATING CAUTION OVERHEAD HIGH-VOLTAGE TRANSMISSION LINES AS REQUIRED BY FIRE CODE 503.3.1. SPECIFIC SIGN LOCATIONS SHALL BE DETERMINED BY THE FIRE INSPECTOR.
- 5. APPROVED BUILDING ADDRESS NUMBERS, BUILDING NUMBERS OR APPROVED BUILDING IDENTIFICATION SHALL BE PROVIDED AND MAINTAINED SO AS TO BE PLAINLY VISIBLE AND LEGBLE FROM THE STREET FRONTING THE PROPERTY. THE NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND, BE ARABIC NUMERALS OR ALPHABET LETTERS, AND BE A MINIMUM OF 4 INCHES HIGH WITH A MINIMUM STROKE WIDTH OF 0.5 INCH. FIRE CODE 505.1.
- 6. FIRE APPARATUS ACCESS ROADS SHALL BE IDENTIFIED WITH APPROVED SIGNS. TEMPORARY SIGNS SHALL BE INSTALLED AT EACH STREET INTERSECTION WHEN CONSTRUCTION OF NEW ROADWAYS ALLOWS PASSAGE BY VEHICLES. SIGNS SHALL BE OF AN APPROVED SIZE, WEATHER RESISTANT AND BE MAINTAINED UNTIL REPLACED BY PERMANENT SIGNS. FIRE CODE 505.2.
- 7. ALL REQUIRED PUBLIC FIRE HYDRANTS SHALL BE INSTALLED, TESTED AND ACCEPTED PRIOR TO BEGINNING COMBUSTIBLE CONSTRUCTION. FIRE CODE 501.4.
- 8. AN APPROVED KEY BOX, LISTED IN ACCORDANCE WITH UL 1037 SHALL BE PROVIDED AS REQUIRED BY FIRE CODE 506. THE LOCATION OF EACH KEY BOX SHALL BE DETERMINED BY THE FIRE INSPECTOR.
- 9. DEVELOPER WILL WORK WITH FIRE INSPECTOR TO DETERMINE THE SYSTEM AND LOCATIONS OF DIRECTIONAL UNIT NUMBERING IN ACCORDANCE WITH FIRE CODE 505.1 AND 505.3.
- 10.PRIOR TO APPROVAL OF THE PLANS TO BEGIN NON-COMBUSTIBLE CONSTRUCTION, DEVELOPER WILL PROVIDE A RECEIPT FROM WATER PURVEYOR THAT SHOWS ALL FUNDS HAVE BEEN PAID FOR INSTALLATION AND/OR UPGRADE OF THE REQUIRED PUBLIC FIRE HYDRANTS ALONG WITH A LETTER FROM THE WATER PURVEYOR OR INSTALLING CONTRACTOR THAT INDICATES THE APPROXIMATE DATE THE WORK WILL BE STARTED AND COMPLETED.
- 11.PARAPET HEIGHT SHALL NOT EXCEED 36" ALONG AT LEAST TWO SIDES OF THE BUILDING. ONE SIDE SHALL BE ALONG CRENSHAW BLVD. AND THE OTHER SHALL BE ALONG EITHER THE NORTH OR SOUTH SIDE OF THE BUILDING ADJACENT TO THE FIRE LANE. LA COUNTY FIRE DEPARTMENT TO MAKE FINAL DETERMINATION OF 36" PARAPET HEIGHT PLACED ALONG THE NORTH OR SOUTH SIDE OF THE BUILDING DURING BUILDING PLAN REVIEW.
- 12. A MINIMUM FIRE LANE WIDTH OF 20' SHALL BE MAINTAINED ALONG THE NORTH AND SOUTH SIDES OF THE BUILDING WHILE UNDER CONSTRUCTION.



JOB NO .: 2019-446



A-1.2

GARDENA, CA



LEGEND:



NORTH 1/16"=1'-0"



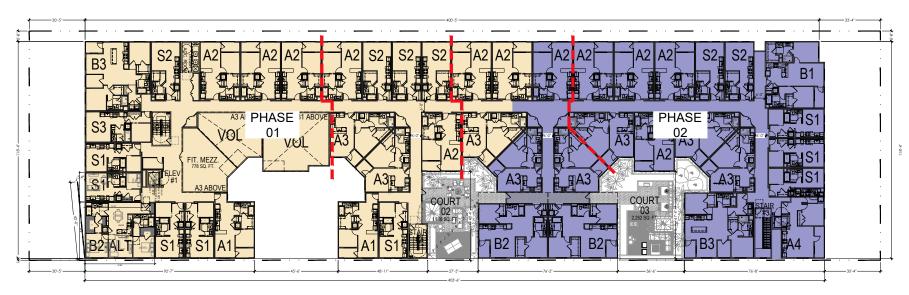
A-1.3 DATE: 10-23-2020 JOB NO.: 2019-446



GARDENA T.O.D.

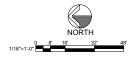
GARDENA, CA

Din/Cal 4, Inc. 1010 S. COAST HWY 101, STE 106, ENCINITAS, CA 92024 (858) 847-9311



LEGEND:





PHASING PLAN FOURTH LEVEL



DATE: 10-23-2020 JOB NO.: 2019-446

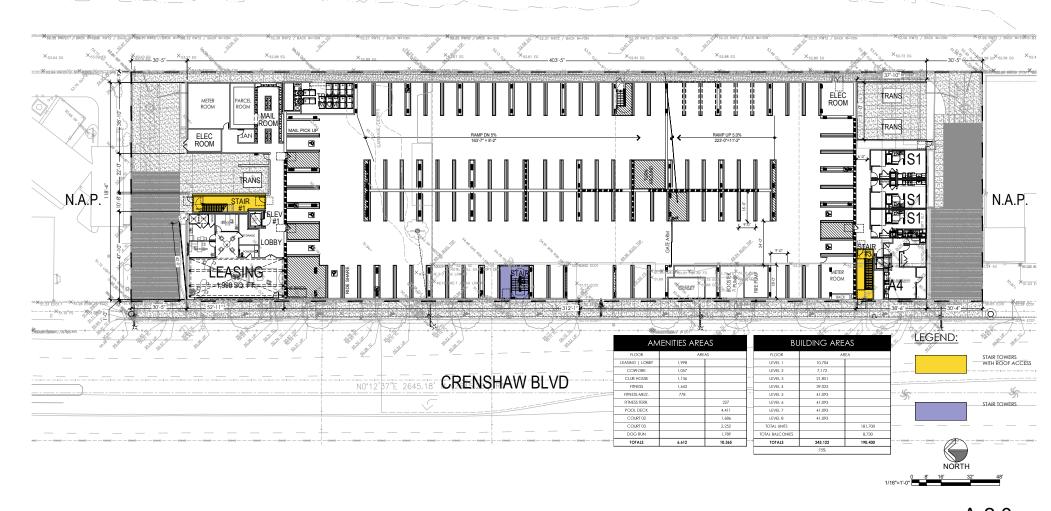


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DOMINGUEZ CHANNEL



BUILDING PLANS GROUND LEVEL A-2.0

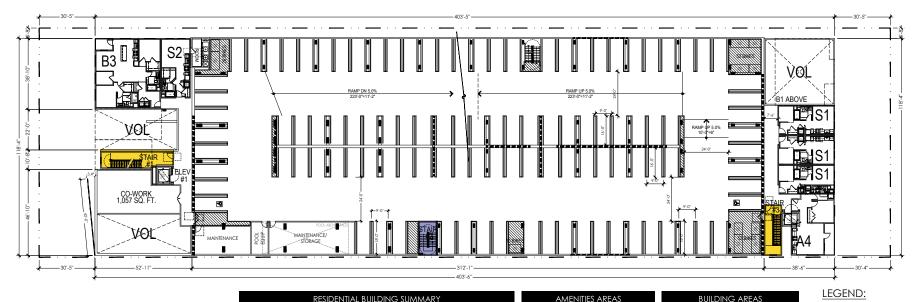
DATE: 10-23-2020 JOB NO.: 2019-446



GARDENA, CA

Din/Cal 4, Inc. 1010 S. COAST HWY 101, STE 106, ENCINITAS, CA 92024 (858) 847-9311

GARDENA T.O.D.



|       | STAIR TOWERS<br>WITH ROOF ACCESS |
|-------|----------------------------------|
|       |                                  |
|       | STAIR TOWERS                     |
| NORTH |                                  |

|        |         |         | KESIL   |         |         | DING.   | 3010110 | 1 AR    |       |       |  | A               |
|--------|---------|---------|---------|---------|---------|---------|---------|---------|-------|-------|--|-----------------|
| UNITS  | LEVEL 1 | LEVEL 2 | LEVEL 3 | LEVEL 4 | LEVEL 5 | LEVEL 6 | LEVEL 7 | LEVEL 8 | %     | TOTAL |  | FLOOR           |
| S1     | 3       | 3       | 6       | 8       | 8       | 8       | 8       | 8       | 19.8% | 52    |  | LEASING   LOBBY |
| S2     |         | 1       | 3       | 6       | 6       | 6       | 6       | 6       | 13.0% | 34    |  | COWORK          |
| S3     |         |         | 1       | 1       | 1       | 1       | 1       | 1       | 2.3%  | 6     |  | CLUB HOUSE      |
| Studio | 3       | 4       | 10      | 15      | 15      | 15      | 15      | 15      | 35%   | 92    |  | FITNESS         |
| A1     |         |         | -       | 2       | 2       | 2       | 2       | 2       | 3.8%  | 10    |  | FITNESS MEZZ.   |
| A2     |         |         | 4       | 12      | 12      | 12      | 12      | 12      | 24.4% | 64    |  | FITNESS TERR.   |
| A3     |         |         | 2       | 8       | 10      | 10      | 10      | 10      | 19.1% | 50    |  | POOL DECK       |
| A4     | 1       | 1       | 1       | 1       | 1       | 1       | 1       | 1       | 3.1%  | 8     |  | COURT 02        |
| 1 BR'S | 1       | 1       | 7       | 23      | 25      | 25      | 25      | 25      | 50%   | 132   |  | COURT 03        |
| B1     | -       | -       | 1       | 1       | 2       | 2       | 2       | 2       | 3.8%  | 10    |  | DOG RUN         |
| B2     |         |         | -       | 2       | -       | -       | -       |         | 0.8%  | 2     |  | TOTALS          |
| B2-ALT |         |         | 1       | 1       | 1       | 1       | 1       | 1       | 2.3%  | 6     |  |                 |
| B3     | -       | 1       | 1       | 2       | 4       | 4       | 4       | 4       | 7.6%  | 20    |  |                 |
| 2 BR'S | 0       | 1       | 3       | 6       | 7       | 7       | 7       | 7       | 15%   | 38    |  |                 |
| TOTAL  | 4       | 6       | 20      | 44      | 47      | 47      | 47      | 47      | 100%  | 262   |  |                 |

BUILDING PLANS SECOND LEVEL

1/16"=1'-0"

JOB NO.: 2019-446

181,700

8,730

190,430

A-2.1 DATE: 10-23-2020



227 4,411

1,686

1,789

10,365

1.998

1,057

1,136

1,643

778

6.612

FLOOR LEVEL 1

LEVEL 2

LEVEL 3

LEVEL 4

LEVEL 5

LEVEL 6

LEVEL 7

LEVEL 8

TOTAL UNITS

TOTALS

GARDENA, CA

# GARDENA T.O.D.

Din/Cal 4, Inc. 1010 S. COAST HWY 101, STE 106, ENCINITAS, CA 92024 (858) 847-9311

**AO ARCHITECTS** 144 NORTH ORANGE ST., ORANGE, CA 92866 (714) 639-9860

10.704 7,172

21,851

39.023

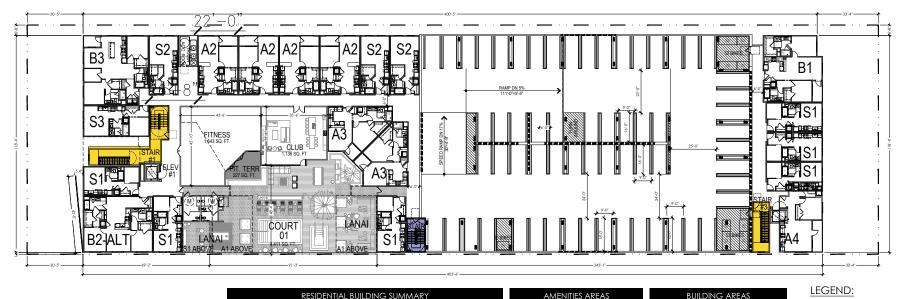
41,093

41.093

41.093

41.093

243,122 75%



1.998

1.057

1,136

1.643

778

6.612

227

4,411

1,686

1,789

10,365

|         | LLOLIND.              |                                  |
|---------|-----------------------|----------------------------------|
|         |                       | STAIR TOWERS<br>WITH ROOF ACCESS |
|         |                       |                                  |
|         |                       | STAIR TOWERS                     |
| 181,700 |                       |                                  |
| 8.730   |                       |                                  |
| 190.430 | NORT                  | н                                |
| 1/      | 0 8' 16'<br>16"=1'-0" | 32' 48'                          |

|        |         |         | RESI    | DENTIA  | AL BUIL | .DING   | SUMM    | 1ARY    |       |       | A٨              |
|--------|---------|---------|---------|---------|---------|---------|---------|---------|-------|-------|-----------------|
| UNITS  | LEVEL 1 | LEVEL 2 | LEVEL 3 | LEVEL 4 | LEVEL 5 | LEVEL 6 | LEVEL 7 | LEVEL 8 | %     | TOTAL | FLOOR           |
| S1     | 3       | 3       | 6       | 8       | 8       | 8       | 8       | 8       | 19.8% | 52    | LEASING   LOBBY |
| \$2    |         | 1       | 3       | 6       | 6       | 6       | 6       | 6       | 13.0% | 34    | COWORK          |
| \$3    | -       |         | 1       | 1       | 1       | 1       | 1       | 1       | 2.3%  | 6     | CLUB HOUSE      |
| Studio | 3       | 4       | 10      | 15      | 15      | 15      | 15      | 15      | 35%   | 92    | FITNESS         |
| A1     | -       | -       | -       | 2       | 2       | 2       | 2       | 2       | 3.8%  | 10    | FITNESS MEZZ.   |
| A2     | -       | -       | 4       | 12      | 12      | 12      | 12      | 12      | 24.4% | 64    | FITNESS TERR.   |
| A3     | -       | -       | 2       | 8       | 10      | 10      | 10      | 10      | 19.1% | 50    | POOL DECK       |
| A.4    | 1       | 1       | 1       | 1       | 1       | 1       | 1       | 1       | 3.1%  | 8     | COURT 02        |
| 1 BR'S | 1       | 1       | 7       | 23      | 25      | 25      | 25      | 25      | 50%   | 132   | COURT 03        |
| B1     |         |         | 1       | 1       | 2       | 2       | 2       | 2       | 3.8%  | 10    | DOG RUN         |
| B2     |         | -       |         | 2       |         | -       | -       | -       | 0.8%  | 2     | TOTALS          |
| B2-ALT |         |         | 1       | 1       | 1       | 1       | 1       | 1       | 2.3%  | 6     |                 |
| B3     |         | 1       | 1       | 2       | 4       | 4       | 4       | 4       | 7.6%  | 20    |                 |
| 2 BR'S | 0       | 1       | 3       | 6       | 7       | 7       | 7       | 7       | 15%   | 38    |                 |
| TOTAL  | 4       | 6       | 20      | 44      | 47      | 47      | 47      | 47      | 100%  | 262   |                 |

BUILDING PLANS THIRD LEVEL

A-2.2

FLOOR

10.704 7,172

21,851

39.023

41,093 41.093

41.093

41.093

243,122 75%

144 NORTH ORANGE ST., ORANGE, CA 92866 (714) 639-9860

LEVEL 1

LEVEL 2

LEVEL 3

LEVEL 4

LEVEL 5

LEVEL 6

LEVEL 7

LEVEL 8

TOTAL UNITS

TOTALS

DATE: 10-23-2020

JOB NO.: 2019-446 **AO ARCHITECTS** 



# GARDENA T.O.D.

Din/Cal 4, Inc. 1010 S. COAST HWY 101, STE 106, ENCINITAS, CA 92024 (858) 847-9311



AMENITIES AREAS

1.998

1,057

1,136

1.643

778

6.612

227

1.686

1,789

10,365

|   | JILDING ARE | AS      | <u> </u>    | EGEI  | ND.                 |                  |  |
|---|-------------|---------|-------------|-------|---------------------|------------------|--|
| 1 | ARI         | EA      |             |       |                     | STAIR TOWERS     |  |
| 1 | 10,704      |         |             |       |                     | WITH ROOF ACCESS |  |
| 1 | 7,172       |         |             |       |                     |                  |  |
| 1 | 21,851      |         |             |       |                     |                  |  |
| I | 39,023      |         |             |       |                     |                  |  |
| I | 41,093      |         |             |       |                     |                  |  |
| I | 41,093      |         |             |       |                     | STAIR TOWERS     |  |
| I | 41,093      |         |             |       |                     |                  |  |
| 1 | 41.093      |         |             |       |                     |                  |  |
| 1 |             | 181,700 |             |       |                     |                  |  |
| 1 |             | 8.730   |             |       |                     |                  |  |
|   | 243,122     | 190,430 |             |       | $\square$           |                  |  |
|   | 75%         |         |             |       | $( \longrightarrow$ |                  |  |
|   |             |         |             |       |                     |                  |  |
|   |             |         |             |       | NORTH               | 1                |  |
|   |             |         | 0           | 8' 10 | 6' 3                | 32' 48'          |  |
|   |             |         | 1/16"=1'-0" |       |                     |                  |  |

|        |         |         | RESIL   | DENTIA  | al Buil | .DING   | SUMN    | 1ARY    |       |       |     | A               |
|--------|---------|---------|---------|---------|---------|---------|---------|---------|-------|-------|-----|-----------------|
| UNITS  | LEVEL 1 | LEVEL 2 | LEVEL 3 | LEVEL 4 | LEVEL 5 | LEVEL 6 | LEVEL 7 | LEVEL 8 | %     | TOTAL | 1 [ | FLOOR           |
| S1     | 3       | 3       | 6       | 8       | 8       | 8       | 8       | 8       | 19.8% | 52    | 11  | LEASING   LOBBY |
| S2     | -       | 1       | 3       | 6       | 6       | 6       | 6       | 6       | 13.0% | 34    | 1 [ | COWORK          |
| \$3    | -       |         | 1       | 1       | 1       | 1       | 1       | 1       | 2.3%  | 6     | 1 [ | CLUB HOUSE      |
| Studio | 3       | 4       | 10      | 15      | 15      | 15      | 15      | 15      | 35%   | 92    | 1 [ | FITNESS         |
| A1     |         |         |         | 2       | 2       | 2       | 2       | 2       | 3.8%  | 10    | 1 [ | FITNESS MEZZ.   |
| A2     | -       |         | 4       | 12      | 12      | 12      | 12      | 12      | 24.4% | 64    | 1 [ | FITNESS TERR.   |
| A3     |         |         | 2       | 8       | 10      | 10      | 10      | 10      | 19.1% | 50    | 1[  | POOL DECK       |
| A4     | 1       | 1       | 1       | 1       | 1       | 1       | 1       | 1       | 3.1%  | 8     | 1 [ | COURT 02        |
| 1 BR'S | 1       | 1       | 7       | 23      | 25      | 25      | 25      | 25      | 50%   | 132   | 1 [ | COURT 03        |
| B1     |         |         | 1       | 1       | 2       | 2       | 2       | 2       | 3.8%  | 10    | 1   | DOG RUN         |
| B2     |         |         |         | 2       | -       | -       | -       | -       | 0.8%  | 2     | 1   | TOTALS          |
| B2-ALT |         |         | 1       | 1       | 1       | 1       | 1       | 1       | 2.3%  | 6     |     |                 |
| B3     | -       | 1       | 1       | 2       | 4       | 4       | 4       | 4       | 7.6%  | 20    |     |                 |
| 2 BR'S | 0       | 1       | 3       | 6       | 7       | 7       | 7       | 7       | 15%   | 38    |     |                 |
| TOTAL  | 4       | 6       | 20      | 44      | 47      | 47      | 47      | 47      | 100%  | 262   |     |                 |

BUILDING PLANS FOURTH LEVEL A-2.3



БС

FLOOR LEVEL 1

LEVEL 2

LEVEL 3

LEVEL 4

LEVEL 5

LEVEL 6

LEVEL 7

LEVEL 8

TOTAL UNITS

TOTALS

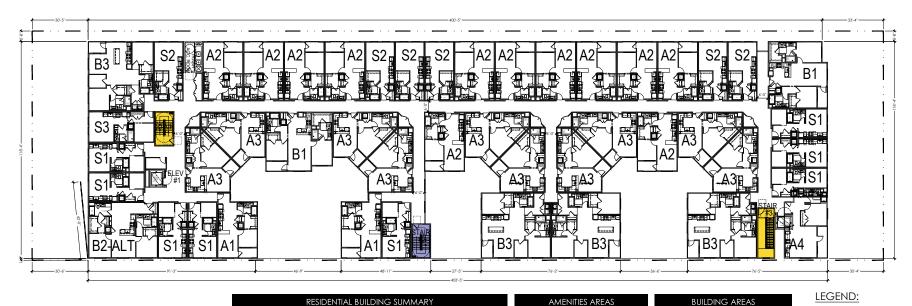
DATE: 10-23-2020 JOB NO.: 2019-446

AO ARCHITECTS 144 NORTH ORANGE ST., ORANGE, CA 92866 (714) 639-9860

GARDENA, CA

# GARDENA T.O.D.

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| - |    |           | <u> </u> |                                  |
|---|----|-----------|----------|----------------------------------|
|   |    |           |          | STAIR TOWERS<br>WITH ROOF ACCESS |
| Γ |    |           |          | STAIR TOWERS                     |
|   |    |           |          |                                  |
| 0 | 8' | NO<br>16' | RTH      | 48'                              |

|      |        |                 | 75%     |         |
|------|--------|-----------------|---------|---------|
| .612 | 10.365 | TOTALS          | 243,122 | 190.430 |
|      | 1,789  | TOTAL BALCONIES |         | 8,730   |
|      | 2,252  | TOTAL UNITS     |         | 181,700 |
|      | 1,686  | LEVEL 8         | 41.093  |         |
|      | 4,411  | LEVEL 7         | 41.093  |         |
|      | 227    | LEVEL 6         | 41,093  |         |
| 78   |        | LEVEL 5         | 41,093  |         |
| 43   |        | LEVEL 4         | 39,023  |         |
| 16   |        | LEVEL 3         | 21,851  |         |
| 7    |        | LEVEL 2         | 7,172   |         |
|      |        |                 |         |         |

FLOOR

|        | RESIDENTIAL BUILDING SUMMARY |         |         |         |         |         |         |         |       |       |  | A٨              |
|--------|------------------------------|---------|---------|---------|---------|---------|---------|---------|-------|-------|--|-----------------|
| UNITS  | LEVEL 1                      | LEVEL 2 | LEVEL 3 | LEVEL 4 | LEVEL 5 | LEVEL 6 | LEVEL 7 | LEVEL 8 | %     | TOTAL |  | FLOOR           |
| S1     | 3                            | 3       | 6       | 8       | 8       | 8       | 8       | 8       | 19.8% | 52    |  | LEASING   LOBBY |
| S2     | -                            | 1       | 3       | 6       | 6       | 6       | 6       | 6       | 13.0% | 34    |  | COWORK          |
| S3     | -                            | -       | 1       | 1       | 1       | 1       | 1       | 1       | 2.3%  | 6     |  | CLUB HOUSE      |
| Studio | 3                            | 4       | 10      | 15      | 15      | 15      | 15      | 15      | 35%   | 92    |  | FITNESS         |
| A1     |                              |         |         | 2       | 2       | 2       | 2       | 2       | 3.8%  | 10    |  | FITNESS MEZZ.   |
| A2     |                              |         | 4       | 12      | 12      | 12      | 12      | 12      | 24.4% | 64    |  | FITNESS TERR.   |
| A3     |                              |         | 2       | 8       | 10      | 10      | 10      | 10      | 19.1% | 50    |  | POOL DECK       |
| A4     | 1                            | 1       | 1       | 1       | 1       | 1       | 1       | 1       | 3.1%  | 8     |  | COURT 02        |
| 1 BR'S | 1                            | 1       | 7       | 23      | 25      | 25      | 25      | 25      | 50%   | 132   |  | COURT 03        |
| B1     |                              |         | 1       | 1       | 2       | 2       | 2       | 2       | 3.8%  | 10    |  | DOG RUN         |
| B2     |                              |         |         | 2       |         |         |         |         | 0.8%  | 2     |  | TOTALS          |
| B2-ALT |                              | -       | 1       | 1       | 1       | 1       | 1       | 1       | 2.3%  | 6     |  |                 |
| B3     |                              | 1       | 1       | 2       | 4       | 4       | 4       | 4       | 7.6%  | 20    |  |                 |
| 2 BR'S | 0                            | 1       | 3       | 6       | 7       | 7       | 7       | 7       | 15%   | 38    |  |                 |

BUILDING PLANS FIFTH-EIGHTH LEVEL

DATE: 10-23-2020 JOB NO.: 2019-446

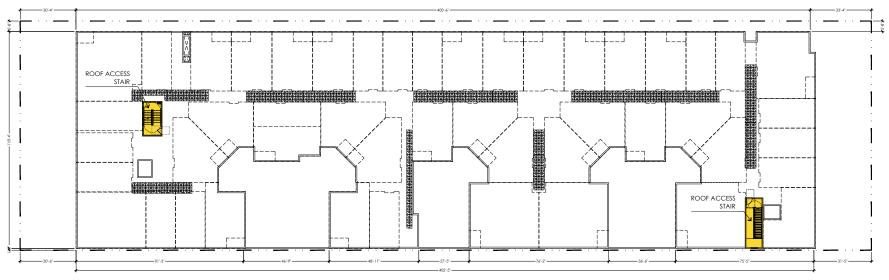


A-2.4

GARDENA, CA

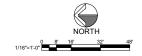
# GARDENA T.O.D.

Din/Cal 4, Inc. 1010 S. COAST HWY 101, STE 106, ENCINITAS, CA 92024 (858) 847-9311



LEGEND:

STAIR TOWERS WITH ROOF ACCESS



BUILDING PLANS ROOF LEVEL

> DATE: 10-23-2020 JOB NO.: 2019-446



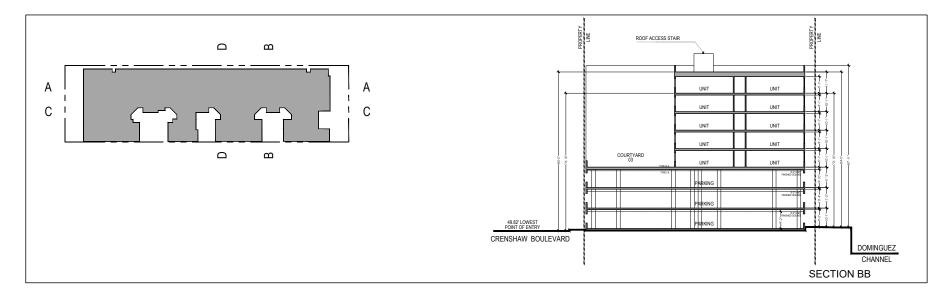
A-2.5

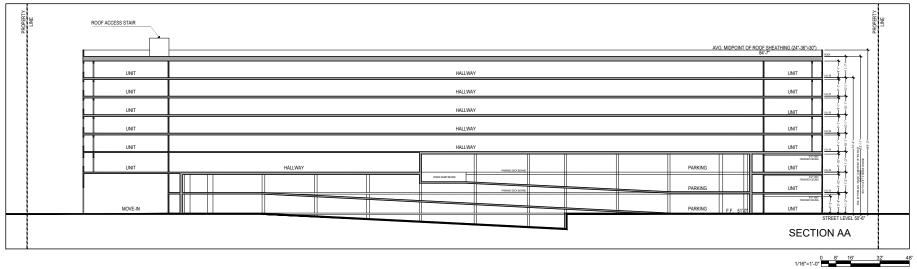
GARDENA T.O.D.

GARDENA, CA

AO ARCHITECTS 144 NORTH ORANGE ST., ORANGE, CA 92866 (714) 639-9860

Din/Cal 4, Inc. 1010 S. COAST HWY 101, STE 106, ENCINITAS, CA 92024 (858) 847-9311





CONCEPTUAL SITE SECTIONS

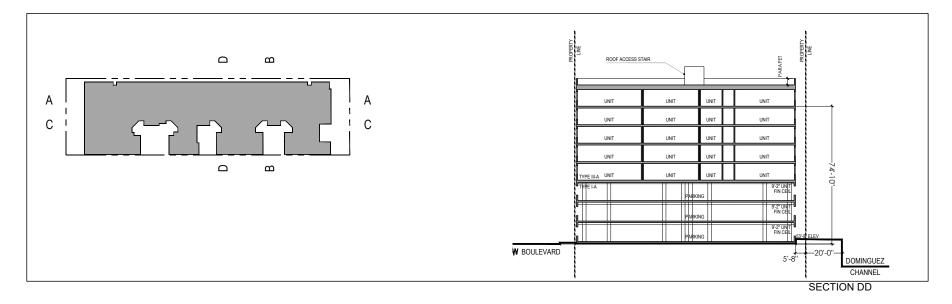
DATE: 10-23-2020 JOB NO.: 2019-446 CHITECTS

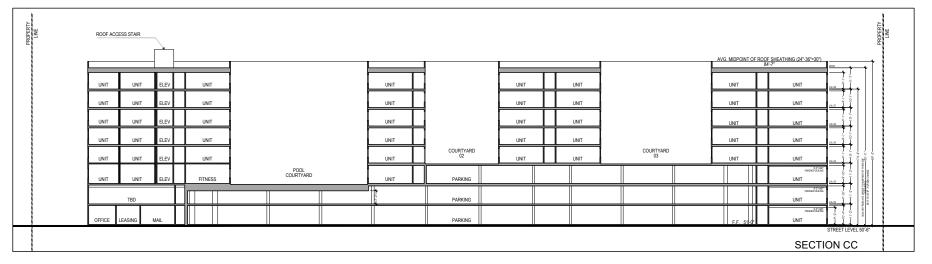
A-2.6

GARDENA, CA

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GARDENA T.O.D.





1/16"=1'-0" ÷ CONCEPTUAL SITE SECTIONS

DATE: 10-23-2020 JOB NO.: 2019-446

A-2.7

GARDENA T.O.D.

GARDENA, CA

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Din/Cal 4, Inc. 1010 S. COAST HWY 101, STE 106, ENCINITAS, CA 92024 (858) 847-9311



NORTH ELEVATION



CRENSHAW (WEST) ELEVATION



DATE: 10-23-2020 JOB NO.: 2019-446

**AO ARCHITECTS** 



GARDENA, CA

# GARDENA T.O.D.

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144 NORTH ORANGE ST., ORANGE, CA 92866 (714) 639-9860



SOUTH ELEVATION





**AO ARCHITECTS** 

144 NORTH ORANGE ST., ORANGE, CA 92866 (714) 639-9860

DATE: 10-23-2020 JOB NO.: 2019-446

A-3.1

GARDENA, CA

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GARDENA T.O.D.



GARDENA, CA

CONCEPTUAL PERSPECTIVE BIRD'S EYE VIEW DATE: 10-23-2020 JOB NO.: 2019-446



A-3.2

Din/Cal 4, Inc. 1010 S. COAST HWY 101, STE 106, ENCINITAS, CA 92024 (858) 847-9311



GARDENA, CA

Din/Cal 4, Inc. 1010 S. COAST HWY 101, STE 106, ENCINITAS, CA 92024 (858) 847-9311

DATE: 10-23-2020 JOB NO.: 2019-446 AO ARCHITECTS 144 NORTH ORANGE ST., ORANGE, CA 92866 (714) 639-9860

CONCEPTUAL PERSPECTIVE NORTHWEST COERNER





GARDENA, CA

CONCEPTUAL PERSPECTIVE LEASING & RESIDENT ENTRY DATE: 10-23-2020 JOB NO.: 2019-446



Din/Cal 4, Inc. 1010 S. COAST HWY 101, STE 106, ENCINITAS, CA 92024 (858) 847-9311





#### CONCEPTUAL PERSPECTIVE SOUTHWEST CORNER

DATE: 10-23-2020 JOB NO.: 2019-446

JOB NO.: 2019-446 AO ARCHITECTS 144 NORTH ORANGE ST., ORANGE, CA 92866 (714) 639-9860

# GARDENA T.O.D.

Din/Cal 4, Inc. 1010 S. COAST HWY 101, STE 106, ENCINITAS, CA 92024 (858) 847-9311 GARDENA, CA





UNIT S1 <u>STUDIO - 1847H</u> UNIT AREA: 493 SQ. FT. PATIORALCONY: 0 SQ. FT. TOTAL: 52 UNITS

UNIT S2 <u>STUDIO - 1 BATH</u> UNIT AREA: 517 SQ. FT. PATIO/BALCONY: 0 SQ. FT. TOTA: 34 UNITS



UNIT S3 <u>STUDIO-1BATH</u> UNIT AREA: 614 SQ. FT. PATIO/BALCONY: 0 SQ. FT. TOTA: 6 UNITS



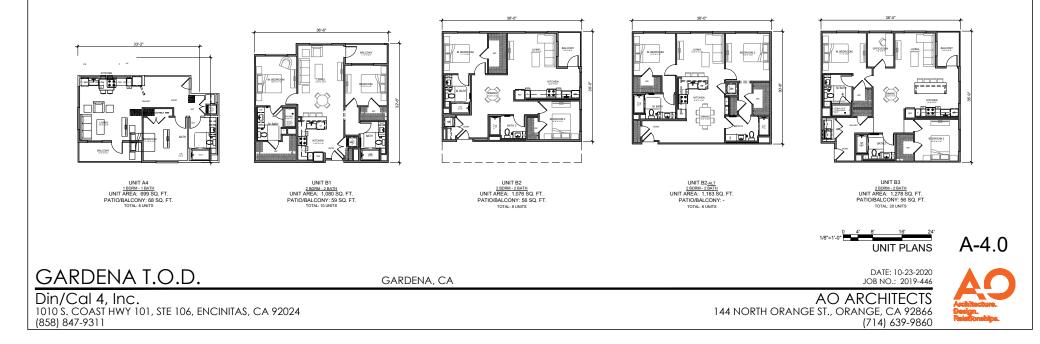
UNIT A1 <u>1 BDRM - 1 BATH</u> UNIT AREA: 619 SQ. FT. PATIO/BALCONY: 53 SQ. FT. TOTAL: 10 UNITS



UNIT A2 <u>1 BDRM - 1 BATH</u> UNIT AREA: 652 SQ. FT. PATIO/BALCONY: 53 SQ. FT. TOTAL: 64 UNITS



UNIT A3 <u>1BDRM - 1 BATH</u> UNIT AREA: 713 SQ. FT. PATIO/BALCONY: 45 SQ. FT. TOTAL: 50 UNITS



# EXHIBIT B

# **CITY OF GARDENA**

# <u>CONDITIONS OF APPROVAL FOR GENERAL PLAN AMENDMENT #1-</u> 20; SPECIFIC PLAN #1-20; ZONE CHANGE #1-20; ZONING CODE AMENDMENT #3-20; DEVELOPMENT AGREEMENT #1-20; SITE PLAN <u>REVIEW #1-20</u>

# **GENERAL CONDITIONS**

## <u>Standard</u>

- GC 1. Applicant accepts all of the conditions of approval set forth in this document and shall sign the acknowledgement. A copy of the signed document shall be submitted to the Community Development Department prior to issuance of any construction permit.
- GC 2. Development of this site shall comply with the requirements and regulations of Title 15 (Building and Construction), Title 17 (Subdivisions) and Title 18 (Zoning) of the Gardena Municipal Code, except as modified by the Specific Plan.
- GC 3. Applicant shall comply with all applicable written policies, resolutions, ordinances, and laws in effect at time of approval, or at time of application in the case of the California Building Codes, as modified by the City of Gardena, (including Plumbing, Electrical, Mechanical, Green Building, and Energy Codes). The conditions of approval shall supersede all conflicting notations, specifications, and dimensions which may be shown on the project development plans.
- GC 4. Prior to commencement of work, the contractor/applicant shall schedule a prejob meeting with the City's engineering and building inspectors to minimize construction noise levels, including sound-reduction equipment as deemed necessary by the City. Prior to the issuance of demolition or construction permits, the contractor/applicant shall prepare and implement a construction management plan, approved by the City, which includes procedures to minimize off-site transportation of heavy construction equipment.
- GC 5. The site layout and physical appearance of the structure shall be in accordance with the plans presented to and approved by the Planning and Environmental Quality Commission on April 6, 2021, and modified by these conditions of approval. The final completed project shall be in substantial compliance with the plans upon which the Commission based its decision, as modified by such decision. Minor modifications or alterations to the design, style, colors, and materials shall be subject to the review and approval of the Community

Development Director. Significant modifications shall be handled as provided for in the Specific Plan.

- GC 6. Trash pick-up and other exterior facility cleaning activities shall be restricted to the hours of 7 a.m. to 6 p.m., Monday through Friday. These activities shall be prohibited during peak traffic hours.
- GC 7. Any and all roof-mounted equipment, devices or materials shall be totally screened from public view. The screen enclosures shall be constructed of the same or similar materials, colors and texture of the building.
- GC 8. The applicant shall reimburse the City for all attorney's fees spent in processing the project application, including review of all documents required by these conditions of approval.
- GC 9. Applicant/developer shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any claim, action, or proceeding, damages, costs (including, without limitation, attorney's fees), injuries, or liability against the City or its agents, officers, or employees arising out of the City's approval of: General Plan Amendment #1-20; Specific Plan #1-20; Zoning Code Amendment #1-20; Zone Code Amendment #3-20; Development Agreement #1-20; Lot Line Adjustment #1-20; and Site Plan Review #1-20. The City shall promptly notify the applicant/developer of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant/developer of any claim, action, or proceeding, or if the City fails to cooperate fully in the defense, the applicant/developer shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Although the applicant/developer is the real party in interest in an action, the City may, at its sole discretion, participate in the defense of any action with the attorneys of its own choosing, but such participation shall not relieve the applicant/developer of any obligation under this condition, including the payment of attorney's fees.

# Residential Development

RD 1. Applicant shall pay a multiple-unit residential development impact fee of \$1,000/unit prior to building permit issuance in accordance with Chapter 15.48 of the Gardena Municipal Code. California Government Code Section 66020(d)(1) requires that the project applicant be notified of all fees, dedications, reservations and other exactions imposed on the development for purposes of defraying all or a portion of the cost of public facilities related to development. Fees for regulatory approvals, including Planning processing fees, building permit fees and park development fees, are not included under this noticing requirement. The applicant has ninety (90) days from the date of adoption of this Resolution to protest the impositions described above. The

applicant is also notified of the 180-day period from the date of this notice during which time any suit to protest impositions must be filed, and that timely filing of a protest within the 90-day period is a prerequisite.

# **PLANNING**

- PL1. The approvals granted herein shall be utilized within the time period that the Development Agreement is in effect. Utilization shall mean the issuance of building permits.
- PL2. These Conditions of Approval and the signed acknowledgement of acceptance, shall be copied in their entirety and placed directly onto a separate plan sheet behind the cover sheet of the development plans prior to Building and Safety plan check submittal. Said copies shall be included in all development plan submittals, including revisions and the final working drawings.
- PL3. The applicant/developer shall submit for review and approval detailed landscape and irrigation plans prepared, signed, and stamped by a licensed landscape architect to the Director of Community Development or designee and the Director of Public Works that is consistent with the State's Water Efficient Landscape Guidelines. At a minimum, tree size shall be 24-inch box and shrubs shall be a minimum of one gallon and five gallon size. Spacing of ground cover plants shall be spaced appropriately by species and variety. Metal cages, painted green, shall be used to protect the back flow devices. All above ground piping, such as a back-flow device for landscaping, shall be of a decorative type and/or painted green where appropriate.
- PL4. The apartment management shall maintain landscaping in a healthy and wellkept manner at all times. Dead or damaged landscape material/vegetation shall be replaced immediately per the approved landscape plan. The irrigation system shall be maintained at all times. Trees shall be permitted to grow to their maximum height.
- PL5. Colors and materials as shown on the development plans as presented to the Planning Commission on April 6, 2021, are approved. Deviation from colors and materials shall not be made unless approved by the Community Development Director.
- PL6. Any signage shall comply with the provisions of Chapter 18.58 of the Gardena Municipal Code, as the same is modified by the Specific Plan and Development Agreement relating to the Digital Display.

- PL7. Decorative and colored concrete shall be provided at vehicular entrances along Crenshaw Boulevard to the satisfaction of the Planning Division.
- PL8. The Applicant/developer shall place all mailboxes in accordance with U.S. Postal Regulations, as reviewed and approved by the Director of Community Development and the Gardena Postmaster prior to the issuance of a Certificate of Occupancy.
- PL9. The Applicant shall be required to apply for a lot line adjustment to combine the four lots into one.

# PROJECT DESIGN FEATURES

**PDF AQ-1:** The Project would include watering of active construction areas at least three times daily to minimize fugitive dust emissions.

**PDF AQ-2/PDF GHG 1:** The Project would install seven Level 2 electric vehicle (EV) charging stations in the parking structure for the building tenants.

**PDF AQ-3/PDF GHG 2:** The Project would implement transportation demand management strategies in the Gardena Transit Oriented Development Specific Plan area to advance the vision for multi-modal transportation. These strategies include:

- Unbundled Parking: There shall be a charge for parking spaces. The property owner shall unbundle automobile parking charges from the rents or other fees charged for leasing residential units in the Specific Plan area.
- Pre-Leasing for Area Employees: Residential units within the Specific Plan area shall be marketed exclusively for a thirty-day period to employees working within a 0.5-mile radius of the development, before the units are offered for rent to the general public. The developer shall submit a pre-leasing marketing plan to the Community Development Director for review and approval prior to issuance of a temporary certificate of occupancy. The developer must then demonstrate compliance with the approved thirty-day exclusive marketing plan prior to issuance of a final certificate of occupancy.
- **Transit Information**: To ensure that residential tenants are aware of transit options and transportation demand management programs available to them, an information board or kiosk shall be posted in a central location in the building.
- Onsite Residential Bicycle Parking: One bicycle parking space shall be provided for every residential unit (located in secured facilities accessible only by residents). There would also be unsecured bicycle parking spaces for guests, provided at-grade on a first-come, first-serve basis. All bicycle parking shall be

located in a safe, convenient location, encouraging the use of bicycle transportation by residents and guests.

Ride-Sharing Pick-Up/Drop-Off: A designated loading area within the Gardena Transit-Oriented Development Specific Plan area shall be signed and distinguished (e.g., with paving and/or paint) so that it may be used as a pick-up and drop-off zone for ride-sharing services.

**PDF AQ-4/PDF GHG 3:** The Project would install a solar swimming pool heating system. The emissions savings from the solar swimming pool heating system were not quantified for this analysis.

**PDF NOI-1:** The amplified sound system at the Level 3 pool deck/courtyard shall be designed such that it does not exceed a maximum noise level of 85 dBA ( $L_{eq}$ ) at a distance of 25 feet from the amplified sound system.

**PDF AES-1:** <u>Location</u>: The Digital Display shall be located or screened to minimize to the greatest reasonable extent possible direct light sources onto any exterior wall of a residential unit in the City of Gardena.

**PDF AES-2:** <u>Materials</u>: The Digital Display shall not use highly reflective materials such as mirrored glass.

**PDF AES-3:** <u>Title 24:</u> All light sources, including illuminated signage, shall comply with CALGreen (Part II of Title 24, California Code of Regulations).

**PDF AES-4:** <u>Dimming</u>: The Digital Display shall be fully dimmable and shall be controlled by a programmable timer so that luminance levels may be adjusted according to the time of day and ambient light conditions.

**PDF AES-5**: <u>Brightness</u>: The Digital Display shall have a nighttime brightness no greater than 400 candelas per square meter and a daytime brightness no greater than 7,000 candelas per square meter. The displays shall transition smoothly at a consistent rate from the permitted daytime brightness to the permitted nighttime brightness levels, beginning 45 minutes prior to sunset and concluding 20 minutes after sunset, and at all times when the ambient light is less than 100 foot-candles.

**PDF AES-6:** <u>Ground Spillage:</u> When measured at ground level from any residential property other than the property on which the Digital Display is located, the Digital Display shall not under any circumstance increase the total amount of measurable light more than 8 LUX above the ambient-light level that exists when the Digital Display is extinguished.

**PDF AES-7:** <u>Interior Spillage:</u> When measured from any location within the building, the Digital Display shall not increase the total amount of measurable light more than 5 LUX

above the ambient-light level that exists when the Digital Display is extinguished.

**PDF AES-8**: <u>Refresh Rate</u>: The Digital Display would operate under unrestricted refresh rates and shall permit images, videos, animation, parts and/or illumination that flash, change, move, stream, scroll, blink or otherwise incorporate motion to change at an unrestricted rate.

**PDF AES-9:** <u>Hours of Operation:</u> The Digital Display may be illuminated between the hours of 6:00 a.m. to 2:00 a.m.

**PDF AES-10**:<u>Animation and Motion</u>: Flashing, strobing, racing effects, and animation that may resemble red or blinking intermittent light or other traffic control devices shall be prohibited.

**PDF AES-10:**<u>Screen Freezing</u>: The Digital Display shall be equipped with a default system backup server system in the case of a malfunction of the primary server.

# **ENVIRONMENTAL**

MM CUL-1: Inadvertent discovery of an Archaeological Resource. Before ground disturbing activities are initiated on the Project site, the construction personnel conducting the activities shall be notified of the potential for archaeological resources, and the protocols to be implemented in the event of a discovery. Ground disturbing work includes but is not limited to activities such as excavation, grading, digging, trenching, plowing, drilling, tunneling, stripping, and clearing where the ground disturbance exceeds 3.0 feet. In the event that an archaeological resource is observed during construction, all ground disturbing work in the immediate vicinity of the find should temporarily cease until a Qualified Archaeologist can evaluate the find as a historical resources pursuant to Public Resources Code (PRC) §5024.1 and California Code of Regulations Title 14, CEQA Guidelines §15064.5 of the CEQA Guidelines. A Qualified Archaeologist is one who meets the Secretary of the Interior Professional Qualification Standards in archeology. The Qualified Archaeologist or an archaeologist working under their direction would have the authority to stop or divert construction excavation elsewhere on the site while the find is being assessed. Upon discovery, the project proponent will notify the City of Gardena (the City). At the direction of the project proponent and in consultation with the City, the Qualified Archaeologist shall prepare plans for feasible mitigation of impacts to the find, pursuant to Section 15064.5 of the State CEQA Guidelines §15064.5.

**MM GEO-1: Retain a Project Paleontologist and Prepare a Monitoring Plan:** A Project Paleontologist shall prepare a Paleontological Resources Monitoring and Mitigation Plan (PRMMP). A Project Paleontologist is defined as one who meets the Society of Vertebrate Paleontology (SVP) standards for a Qualified Professional Paleontologist. The PRMMP shall conform to SVP standards and address the specifics of monitoring and procedures to follow in the event of a fossil discovery. The PRMMP shall include a repository

agreement with an accredited paleontological repository, such as the Natural History Museum of Los Angeles County. The PRRMP shall also include a Worker's Environmental Awareness Program that shall describe the legal requirements for preserving fossil resources, procedures to follow in the event of a fossil discovery, and other relevant sections of the PRMMP. This training program shall be given to the crew before ground-disturbing work commences and shall include handouts to be given to new workers.

**MM GEO-2: Monitor for Paleontological Resources:** Monitoring shall be conducted by a Paleontological Monitor, defined as one who meets the SVP standards for a Paleontological Resource Monitor. The Paleontological Monitor shall be under the supervision of the Project Paleontologist. As defined in the PRMMP, Paleontological monitoring shall include inspection of exposed sedimentary units during active excavations within sensitive geologic sediments that occur in previously undisturbed sediment, which has been estimated as any portion of the Project site where excavation exceeds 0.9 m (3 .0 feet) in depth. The frequency of monitoring shall be based on consultation with or periodic inspection by the Project Paleontologist and shall depend on the rate of excavation and grading activities and the materials being excavated.

**MM GEO-3: Evaluate and Treat Fossil Discoveries:** In the event of a fossil discovery work shall cease in a 15-m (50-foot) radius of the find while the Project Paleontologist assesses the significance of the fossil and documents its discovery. Work outside this radius may continue. Should the fossil be determined significant, it shall be salvaged following the procedures and guidelines of the SVP and recommendations of the Project Paleontologist. Recovered fossils shall be prepared to the point of curation, identified by qualified experts, listed in a database to facilitate analysis, and reposited with the paleontological curation facility identified in the PRMMP. The Project Paleontologist shall prepare a report of the monitoring work and any findings after construction is completed.

**MM HAZ-1:** Prior to issuance of a Building Permit, the building plans shall include an impermeable vapor membrane (or equivalent). The building plans shall be submitted to the City for review and approval prior to commencement of construction activities. The impermeable vapor membrane shall not underlie non-slab areas, such as landscaping and the dog run area, because these spaces are not enclosed. The local Building Department would have oversight/sign-off responsibility for the vapor barrier.

**MM HAZ-2:** Prior to issuance of a demolition permit of the on-site structure, preparation of a construction management plan addressing procedures and requirements for responding to disturbance of undocumented contaminated soil shall be required. The construction management plan shall be submitted to the City for review and approval prior to commencement of construction activities.

**MM NOI-1:** A temporary and impermeable sound barrier shall be constructed along the Project eastern property line prior to construction and shall remain during construction. The temporary sound barrier shall be a minimum of 8.0-feet high and shall have a minimum Sound Transmission Class rating of STC-25. The sound barrier must be designed to meet a minimum 10dB(A) attenuation.

**MM TRAN-1: Construction Transportation Plan:** The contractor shall prepare a detailed Construction Transportation Plan (CTP) for the purpose of minimizing the impact of construction and construction traffic on adjoining and nearby roadways in close consultation with the City. The City shall review and approve the CTP before the contractor commences any construction activities. This plan shall address, in detail, the activities to be carried out in each construction phase, with the requirement of maintaining traffic flow during peak travel periods. Such activities include, but are not limited to, the routing and scheduling of materials deliveries, materials staging and storage areas, construction employee arrival and departure schedules, employee parking locations, and temporary road closures, if any. The CTP shall provide traffic controls pursuant to the California Manual on Uniform Traffic Control Devices sections on temporary traffic controls (Caltrans 2012) and shall include a traffic control plan that includes, at a minimum, the following elements:

- Temporary signage to alert drivers and pedestrians to the construction zone.
- Flag persons or other methods of traffic control.
- Traffic speed limitations in the construction zone.
- Temporary road closures and provisions for alternative access during the closure.
- Detour provisions for temporary road closures—alternating one-way traffic would be considered as an alternative to temporary closures where practicable and where it would result in better traffic flow than would a detour.
- Identified routes for construction traffic.
- Provisions for safe pedestrian and bicycle passage or convenient detour.
- Provisions to minimize access disruption to residents, businesses, customers, delivery vehicles, and buses to the extent practicable—where road closures are required during construction, limit to the hours that are least disruptive to access for the adjacent land uses.
- Provisions for 24-hour access by emergency vehicles.
- Safe vehicular and pedestrian access to local businesses and residences during construction. The plan shall provide for scheduled transit access where construction would otherwise impede such access. Where an existing bus stop is within the work zone, the design-builder shall provide a temporary bus stop at a safe and convenient location away from where construction is occurring in close coordination with the transit operator. Adequate measures shall be taken to separate students and parents walking to and from the temporary bus stop from the construction zone.
- Advance notification to the local school district of construction activities and rigorously maintained traffic control at all school bus loading zones, to provide for the safety of schoolchildren. Review existing or planned Safe Routes to Schools

with school districts and emergency responders to incorporate roadway modifications that maintain existing traffic patterns and fulfill response route and access needs during Project construction operations.

- Identification and assessment of the potential safety risks of Project construction to children, especially in areas where the Project is located near homes, schools, daycare centers, and parks.
- Promotion of child safety within and near the Project area. For example, crossing guards could be provided in areas where construction activities are located near schools, daycare centers, and parks.
- CTPs would consider and account for the potential for overlapping construction projects.

**MM TRAN-2: Emergency Vehicle Access:** Emergency vehicle access shall be maintained at all times to the construction worksite and adjacent businesses. Emergency vehicle access will be maintained at all times to and from fire stations, hospitals, and medical facilities near the construction site and along the haul routes. Construction activities, road closures, and lane closures will be coordinated with local law enforcement and fire department officials prior to implementation. The implementation of these measures would provide emergency vehicle access to the construction worksite and adjacent businesses and require that construction activities be coordinated with City law enforcement and fire department officials prior to implementation.

**MM TCR-1: Retain a Native American Monitor/Consultant:** Prior to ground-disturbing construction activities, the Project Applicant shall retain and compensate for the services of a Tribal Monitor/Consultant who is ancestrally affiliated with the Project area, approved by the Gabrieleño Band of Mission Indians-Kizh Nation Tribal Government, and listed under the Native American Heritage Commission's (NAHC) Tribal Contact list for the Project area. Applicant shall obtain this list from the NAHC. A Native American Monitor shall be retained by the Lead Agency or Project owner to be on-site to monitor all projectrelated, ground-disturbing construction activities (i.e., boring, grading, excavation, potholing, trenching, etc.). A monitor associated with one of the NAHC recognized Tribal governments, which have commented on the Project shall provide the Native American Monitor. The Monitor/Consultant shall only be present on-site during the construction phases that involve ground disturbing activities. Ground disturbing activities are defined by the Gabrieleño Band of Mission Indians-Kizh Nation as activities that may include, but are not limited to, pavement removal, pot-holing or auguring, grubbing, tree removals, boring, grading, excavation, drilling, and trenching, within the Project area. The Tribal Monitor/Consultant shall complete daily monitoring logs that provide descriptions of the day's activities, including construction activities, locations, soil, and any cultural materials identified. The on-site monitoring shall end when the Project site grading and excavation activities are completed, or when the Tribal Representatives and Monitor/Consultant have indicated that the site has a low potential for impacting Tribal Cultural Resources.

MM TCR-2: Unanticipated Discovery of Tribal Cultural and Archaeological **Resources:** Upon discovery of any tribal cultural or archaeological resource, construction activities shall cease in the immediate vicinity of the find until the find can be assessed. All tribal cultural and archaeological resources unearthed by Project construction activities shall be evaluated by a qualified archaeologist and Tribal Monitor/Consultant; see MM TCR-8: Professional Standards below. If the resources are Native American in origin, the Gabrieleño Band of Mission Indians-Kizh Nation shall coordinate with the landowner regarding treatment and curation of these resources. Typically, the Tribe requests preservation in place or recovery for educational purposes. Work may continue on other parts of the Project while evaluation and, if necessary, additional protective mitigation takes place (State CEQA Guidelines § 15064.5 [f]). If a resource is determined by the qualified archaeologist to constitute a "historical resource" or "unique archaeological resource," time allotment and funding sufficient to allow for implementation of avoidance measures, or appropriate mitigation, must be available. The treatment plan established for the resources shall be in accordance with State CEQA Guidelines § 15064.5(f) for historical resources.

**MM TCR-3:** Public Resources Code §21083.2(b) for unique archaeological resources. Preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. All tribal cultural resources shall be returned to the Tribe. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, if such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall be offered to the Tribe or a local school or historical society in the area for educational purposes.

**MM TCR-4: Unanticipated Discovery of Human Remains and Associated Funerary Objects:** Native American human remains are defined in PRC §5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in PRC §5097.98, are also to be treated according to this statute. Pursuant to Health and Safety Code § 7050.5, any discoveries of human skeletal material shall be immediately reported to the County Coroner and excavation halted until the coroner has determined the remains' nature. If the coroner recognizes the human remains to be those of a Native American or has reason to believe that they are those of a Native American, he or she shall contact, by telephone within 24 hours, the NAHC and PRC §5097.98 shall be followed.

**MM TCR-5: Resource Assessment & Continuation of Work Protocol:** Upon discovery of human remains, the Tribal and/or Archaeological Monitor/Consultant shall immediately divert work at a minimum of 150 feet from the discovery and place an exclusion zone

around the discovery location. The Monitor/Consultant(s) shall then notify the Tribe, the qualified Archaeologist, and the construction manager who shall call the coroner. Work shall continue to be diverted, while the coroner determines whether the remains are human and subsequently Native American. The discovery shall be kept confidential and secure to prevent any further disturbance. If the finds are determined to be Native American, the coroner shall notify the NAHC as mandated by state law who shall then appoint a Most Likely Descendent (MLD).

**MM TCR-6: Kizh-Gabrieleno Procedures for burials and funerary remains:** If the Gabrieleno Band of Mission Indians – Kizh Nation is designated MLD, the Koo-nas-gna Burial Policy shall be implemented. To the Tribe, the term "human remains" encompasses more than human bones. In ancient as well as historic times, Tribal Traditions included, but were not limited to, the preparation of the soil for burial, the burial of funerary objects with the deceased, and the ceremonial burning of human remains. The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact. Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects.

MM TCR-7: Treatment Measures: If human remains/ceremonial objects are discovered, prior to continuation of ground disturbing activities, the landowner shall arrange a designated site location within the Project site footprint for the respectful reburial of the human remains/ceremonial objects. In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains shall be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. If this type of steel plate is not available, a 24hour guard shall be posted outside of working hours. The Tribe shall make every effort to recommend diverting the Project and keeping the remains in situ and protected. If the Project cannot be diverted, it may be determined that burials shall be removed. The Tribe shall work closely with the qualified archaeologist to ensure that the excavation is treated carefully, ethically, and respectfully. If data recovery is approved by the Tribe, documentation shall be taken which includes at a minimum detailed descriptive notes and sketches. Additional types of documentation shall be approved by the Tribe for data recovery purposes. Cremations shall either be removed in bulk or by means as necessary to ensure completely recovery of all material. If the discovery of human remains includes four or more burials, the location is considered a cemetery and a separate treatment plan shall be created. Once complete, a final report of all activities is to be submitted to the Tribe and the NAHC. The Tribe does NOT authorize any scientific study or the utilization of any invasive and/or destructive diagnostics on human remains.

Each occurrence of human remains and associated funerary objects shall be stored using opaque cloth bags. All human remains, funerary objects, sacred objects, and objects of cultural patrimony shall be removed to a secure on-site container, if possible. These items shall be retained and reburied within six months of recovery. The site of reburial/repatriation shall be on the Project site but at a location agreed upon between the Tribe and the landowner at a site to be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered.

**MM TCR-8: Professional Standards:** Archaeological and Native American monitoring and excavation during construction shall be consistent with current professional standards. All feasible care to avoid any unnecessary disturbance, physical modification, or separation of human remains and associated funerary objects shall be taken. Principal personnel must meet the Secretary of Interior standards for archaeology and have a minimum of 10 years of experience as a principal investigator working with Native American archaeological sites in southern California. The Qualified Archaeologist shall ensure that all other personnel are appropriately trained and qualified.

#### BUILDING AND SAFETY

- BS1. **School Fees –** Applicant shall pay school impact fees to the Los Angeles Unified School District and provide proof of payment prior to issuance of building permits.
- BS2. LA County Fire Department The Applicant/developer shall comply and obtain approvals from the LA County Fire Department based on the latest adopted Los Angeles County Fire Code and Fire Department requirements, as applicable.
- BS3. **Sprinklers –** Residential portions of the structures shall have fire protection via a sprinkler system under a NFPA 13R system. Parking portions of the structure shall have fire protection per a NFPA 13 system.
- BS4. **Property Maintenance –** The Applicant/developer shall maintain the property in a clean and orderly condition at all times and remove any graffiti from the site within 48 hours of its discovery in matching colors to the existing improvements.
- BS5. **Storm Water –** The Applicant/developer shall provide storm water management plan study prepared by a qualified engineer acceptable to the Building Official and the Engineering Division. Drainage from parking lots to the public right-of-way shall be filtered through a City approved filter system. The filter shall be located on the development property and maintained by the property owner.
- BS6. **Storm Water Pollution/Prevention Plan –** The Applicant/developer shall demonstrate that coverages has been obtained under California's General Permit for Stormwater Discharges Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the

issuance of a Waste Discharge Identification (WDID) Number or other proof of filing shall be provided to the Building Official and the City Engineer. Projects subject to this requirement shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the SWPPP shall be kept at the project site and be available for review on request. Best Management Practices shall be used during construction to prevent construction materials and soil from entering the storm drain.

No pollutants, including, but not limited to, sediment, chemicals, trash and contaminated storm water shall be discharged from private property into, or where they could be transported to, City property, the City's or County's storm drain system, streets, storm channels, or waterways, either during or after construction.

The project engineer shall prepare a memo listing short and long-term maintenance requirements, recommended frequency of maintenance, and details of maintenance, for each storm water feature to be installed. Roof drains and gutters shall be directed to landscaping or infiltration structure, unless to do so would result in foundation damage or slope instability, as verified by a statement to that effect, stamp and signature, by qualified engineer, on the improvement plans. All storm water that flows from paved areas of vehicle travel, maintenance, parking or uncovered outdoor storage, shall be filtered for trash, sediment, oil and grease, prior to discharge into City streets and storm drains.

The property owner(s) shall sign a statement accepting responsibility for the operation and proper maintenance of all the Stormwater Control Measures installed on-site, including but not limited to: storm chambers, storm water filters, gutters, landscaping and "No Dumping Drains to the River / Groundwater" stencils or markers on storm drain inlets, in a form acceptable to the City Attorney, which shall be recorded prior to issuance of occupancy permit for the project.

- BS7. **Hydrology/Hydraulic Study –** The Applicant/developer shall provide a complete hydrology and hydraulic study prepared by a qualified engineer to the satisfaction of the Building Official.
- BS8. **Soils Report –** The Applicant/developer shall provide a geotechnical investigation report prepared by a qualified engineer to the satisfaction of the Building Official and shall comply with the recommendations and revisions deemed necessary by the City's Building Official.
- BS9. **Grading** The Applicant/developer shall grade the subject property in accordance with the Grading Ordinance and to the satisfaction of the Building Official. A grading plan shall be submitted by the Applicant/developer for review and approval. Grading shall be in substantial conformance with the proposed grading that is approved by the Planning Commission. Surety shall be posted to the satisfaction of the Building Official and the City Attorney guaranteeing completion of grading within the project.

- BS10. **Final Water Quality Management Plan** The Applicant/developer shall submit a Final Priority WQMP to the Building Division for review and approval. This plan shall be in conformance with all current NPDES requirements. The WQMP must implement Low Impact Development (LID) principles such that projects infiltrate, harvest, re-use, evapotranspire, or biotreat storm water runoff. Prior to Issuance of Occupancy Permits, privately owned LID features and facilities, and on-site treatment structures and controls shall be inspected by the designing engineer to ensure they are properly in place, per the approved plans. As-built plans shall be produced, signed and stamped by the engineer or a letter issued with signature, date and stamp, verifying the proper installation of the project SCMs, including, but not limited to: Infiltration basins or boxes and interceptors or other required storm water filters.
- BS11. **Site Lighting Plan –** The Applicant/developer shall submit a site lighting plan, with photometrics, for review and approval by the Building Official and the Director of Community Development or designee prior to the issuance of building permits. The plan shall ensure that all exterior lighting (i.e., parking areas, building areas, and entries) shall employ illumination in a manner that meets the approval of the Building Official and the Director of Community Development or designee before building permits are issued. All light fixtures shall be designed and located in a manner that does not allow spillover onto adjacent properties. Additionally, the exterior lighting fixtures shall be architecturally consistent with the design of the building, as reviewed and approved by the Director of Community Development or designee. This condition shall not apply to the Digital Display provided it complies with the Specific Plan requirements.
- BS12. **Utilities –** Each unit shall be separately sub-metered for ALL metered utilities (Gas, Electric, Water).
- BS13. Solar Requirements- Per 2019 CA Energy Code Developer shall install solar Photovoltaic (PV) system.
- BS14. **EV Stations -** Developer shall install Electric Vehicle charging stations.
- BS15. **Recycling Plan** The Applicant/developer shall prepare construction and demolition waste recycling plans for review and approval by the Building Division. Applicant/developer shall enroll in the city's waste diversion program.
- BS16. **Building/Unit Addressing –** Permits are issued to the building address. Apply for addresses, in the CDD, prior to obtaining building permits.
- BS17. Trash Enclosure
  - a. Trash Enclosure shall be sufficiently sized to separately accommodate Rubbish, Recycling waste, and Green Waste, per State of California Guidelines.
  - b. If outdoor, trash enclosures shall be covered with a solid roof, which is architecturally compatible with the other on-site buildings.
  - c. Trash enclosure doors shall be opaque.

- d. If outdoor, trash enclosure must be enclosed on three sides with a six-foot wall, which is architecturally compatible with the other on-site building.
- e. Trash enclosure shall meet Fire code requirements for proximity to property lines and to buildings and shall be sprinklered as required.
- BS18. **Knox-Box Access –** Any Entry gates/doors shall have Knox box access or emergency keypad and emergency power back-up.
- BS19. **Perimeter Wall Plans –** The Applicant/developer shall submit for review and approval a plan to enclose the property with decorative masonry walls and decorative cap or wrought iron, with the design to be approved by the Director of Community Development or designee.
- BS20. Asbestos (EIR COA HAZ-1) Prior to issuance of a demolition permit of the onsite structure, preparation of a demolition plan for the safe dismantling and removal of building components and debris including a plan for lead and asbestos abatement shall be required. The demolition plan shall be submitted to the City for review and approval prior to commencement of construction activities.

Prior to demolition activities, an asbestos survey shall be conducted by an Asbestos Hazard Emergency Response Act (AHERA) and California Division of Occupational Safety and Health (Cal/OSHA) certified building inspector to determine the presence or absence of asbestos-containing materials (ACMs). The sampling method to be used shall be based on the statistical probability that construction materials similar in color and texture contain similar amounts of asbestos. In areas where the material appears to be homogeneous in color and texture over a wide area, bulk samples shall be collected at discrete locations from within these areas. In unique or nonhomogeneous areas, discrete samples of potential ACMs shall be collected. The survey shall identify the likelihood that asbestos is present in concentrations greater than 1 percent in construction materials. If ACMs are located, abatement of asbestos shall be completed prior to any activities that would disturb ACMs or create an airborne asbestos hazard.

Asbestos removal shall be performed by a State certified asbestos containment contractor in accordance with the South Coast Air Quality Management District (SCAQMD) Rule 1403. Common asbestos abatement techniques involve removal, encapsulation, or enclosure. The removal of asbestos is preferred when the material is in poor physical condition and there is sufficient space for the removal technique. The encapsulation of asbestos is preferred when the material has sufficient resistance to ripping, has a hard or sealed surface, or is difficult to reach. The enclosure of asbestos is to be applied when the material is in perfect physical condition, or if the material cannot be removed from the site for reasons of protection against fire, heat, or noise.

BS21. Lead-Based Paint (EIR COA HAZ-2) – If paint is separated from building materials (chemically or physically) during demolition of the structures, the paint waste shall be evaluated independently from the building material by a qualified

Environmental Professional. A portable, field X-ray fluorescence (XRF) analyzer shall be used to identify the locations of potential lead paint, and test accessible painted surfaces. The qualified Environmental Professional shall identify the likelihood that lead is present in concentrations greater than 1.0 milligrams per square centimeter (mg/cm2) in/on readily accessible painted surfaces of the buildings.

If lead-based paint is found, abatement shall be completed by a qualified Lead Specialist prior to any activities that would create lead dust or fume hazard. Potential methods to reduce lead dust and waste during removal include wet scraping, wet planning, use of electric heat guns, chemical stripping, and use of local High-Efficiency Particulate Air (HEPA) exhaust systems. Lead-based paint removal and disposal shall be performed in accordance with California Code of Regulation Title 8, §1532.1, which specifies exposure limits, exposure monitoring and respiratory protection, and mandates good worker practices by workers exposed to lead. Contractors performing lead-based paint removal shall provide evidence of abatement activities to the City Engineer.

- BS22. **Construction** Prior to approval of grading plans or prior to issuance of demolition, grading, and building permits, the following noise reduction techniques shall be included in the construction plans or specifications:
  - Construction contracts specify that all construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers and other state required noise attenuation devices.
  - The Project Applicant shall demonstrate to the satisfaction of the City's Building Official that construction noise reduction methods shall be used where feasible, including shutting off idling equipment.
  - During construction, equipment staging areas shall be located such that the greatest distance is between the staging area noise sources and noise-sensitive receptors.
  - Per Gardena Municipal Code Section 8.36.080, construction and grading activities shall not occur during the hours of 6:00 p.m. and 7:00 a.m. on weekdays; between the hours of 6:00 p.m. and 9:00 a.m. on Saturday; or any time on Sunday or a Federal holiday.
- BS23. **Noise –** Prior to building permit issuance, the Project applicant will be required to demonstrate to the City of Gardena Building Division that the HVAC units proposed to be installed on-site would comply with the City's Noise Ordinance (Gardena Municipal Code Chapter 8.36). Building permit issuance is contingent upon satisfactory demonstration that the HVAC units would comply with the City's noise ordinance.
- BS24. Noise An acoustical analysis is required prior to the issuance of building permits for the Project to demonstrate compliance with City's Noise Ordinance (Gardena Municipal Code Chapter 8.36 and specifically Section 8.36.050, Interior noise standards). The interior noise study is required to be submitted to the City of Gardena Building Division for review and approval in conjunction

with building permit application review; building permit issuance is contingent upon satisfactory demonstration that interior noise levels would comply with the City's noise ordinance.

#### PUBLIC WORKS

- PW1. Applicant shall pay sewer fee in the amount of \$140 per unit.
- PW2. Applicant shall remove and replace all sidewalk fronting the property.
- PW3. Applicant shall remove and replace all curb and gutter fronting the property.
- PW4. Applicant shall remove all abandoned driveways and replace with new curb, gutter, and sidewalk fronting the property.
- PW5. Applicant shall plant street trees per the Public Works Department.
- PW6. Applicant shall remove and replace traffic markings fronting the property.
- PW7. Applicant shall re-paint existing curbs and install traffic signs fronting the property per City of Gardena.
- PW8. Applicant shall show all sidewalk structures on plans (i.e., poles, hydrants and traffic signal conduit)
- PW9. Applicant shall provide traffic control plans per W.A.T.C.H. (Work Area Traffic Control Handbook) or California M.U.T.C.D.
- PW10. Applicant shall provide street improvement plan showing all requirements. Street plans shall be designed and signed by a registered Civil Engineer.
- PW11. Applicant shall pay surety to be determined by the Public Works Department.
- PW12. Applicant shall obtain Public Works Encroachment/Excavation permit for any work done in the public right-of-way.
- PW13. Requirements are based on preliminary review only. Additional requirements may be imposed upon full plan submittal and review.

#### **GOLDEN STATE WATER COMPANY**

GS1. The applicant shall contact GSWC for review of the existing water main once LA County Fire Department has issued their fire protection requirements on the aforementioned project to initiate application for new service installation.

#### LOS ANGELES COUNTY SANITATION DISTRICTS

SD1. The applicant shall pay a connection fee before a permit to connect to the sewer is issued. For more specific information regarding the connection fee application procedure and fees, please contact the Connection Fee Counter at (562) 908-4288, extension 2727.

#### LOS ANGELES COUNTY FIRE DEPARTMENT

#### Land Development Unit

- FD1. The development of this project must comply with all applicable code and ordinance requirements for construction, access, water mains, fire flows, and fire hydrants.
- FD2. Every building constructed shall be accessible to Fire Department apparatus by way of access roadways with an all-weather surface of not less than 26 feet in width. The roadway shall be extended to within 150 feet of all portions of the exterior walls when measured by an unobstructed route around the exterior of the building. The roadway shall provide approved signs and/or stripping stating, "NO PARKING FIRE LANE" and shall be maintained in accordance with the County of Los Angeles Fire Code.
- FD3. 503.1 .1 Buildings and facilities. Approved Fire Apparatus Access Roads shall be provided for every facility, building, or portion of a building hereafter constructed or moved into or within the jurisdiction. The Fire Apparatus Access Road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
- FD4. 503.2.1 .2 Commercial, industrial, and multifamily-residential developments. Fire Apparatus Access Roads tor commercial, industrial, and multifamilyresidential developments shall be installed and arranged in accordance with Sections 503.2.1.2.1 through 503.2.1 · .2.2. For purposes of this section, the highest roof surface shall be determined by measurement of the vertical distance between the access roadway and the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater.
- FD5. 503.2.1.2.2 Where the highest roof surface exceeds 30 feet. For buildings where the vertical distance between the access roadway and the highest roof surface exceeds 30 feet, an approved Fire Apparatus Access Roadway with a minimum width of 26 feet, exclusive of shoulders, shall be provided in the immediate vicinity of the building or portion thereof. This roadway shall have an unobstructed clearance of clear to the sky.
- FD6. Every building constructed shall provide an adequate water supply for fire protection purposes. The fire hydrant spacing shall be 300 feet and plotted by the County of Los Angeles Fire Department. Fire Flow requirements shall be determined upon submittal to the County of Los Angeles Fire Department's Fire Prevention, Land Development Unit. Actual fire flow will be determined utilizing the County of Los Angeles Fire Code Appendix B, Table B 105.1.

- FD7. An approved fire sprinkler system in the proposed building in compliance with applicable codes and regulations will qualify for a fire flow reduction as outlined Table B 105.1 of the County of Los Angeles Fire Code.
- FD8. 507.1 Required water supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises on which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction.
- FD9. 507.3 Fire Flow. Fire flow requirements for buildings or portions of buildings and facilities shall be determined by an approved method or Appendix B.
- FD10. Fire Hydrant spacing for the proposed development shall be 300 feet. The County of Los Angeles Fire Department shall plot required fire hydrants as required to meet the spacing requirements.
- FD11. 503.2.1.2.2.1 Proximity to Building. At least one required access route meeting this condition shall be located such that the edge of the Fire Apparatus Access Roadway, not including shoulder, that is closest to the building being served, is between 10 feet and 30 feet, from the building, as determined by the fire code official, and shall be positioned parallel to one entire side of the building. The side of the building on which the Fire Apparatus Access Road is positioned shall be approved by the fire code official.
- FD12. 503.2.1.2.2.2 Obstructions. Overhead utility and power lines shall not be located over the Fire Apparatus Access Road or between the fire apparatus road and the building. Other obstructions shall be permitted to be placed with the approval of the fire code official.
- FD13. The proposed development shall comply with the County of Los Angeles Fire Department Regulation No. 27. Requirements for Building, Construction, and Land Use Within or Adjacent to High Voltage Transmission Lines.
- FD14. 503.2.4 Turning radius. The minimum turning radius shall be not less than 32 feet, measured at the centerline of the required access roadway. Clearly indicate the turning radius on the site plan for all turns associated with on-site Fire Department access.
- FD15. 503.2.3 Surface. Facilities, buildings, or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved Fire Apparatus Access Road that is designed and maintained with an asphalt, concrete, or other approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.
- FD16. 503.2.2.1 Dimensions maintained. The dimensions of approved fire apparatus roads shall be maintained as originally approved by the fire code official.

- FD17. 503.6 Gates. The installation of security gates across a Fire Apparatus Access Road shall be approved by the fire code official. Where security gates are installed they shall have an approved means of emergency operation.
- FD18. Gates securing the Fire Apparatus Access Roads shall comply with all of the following criteria:
  - a. Where a single gate is provided, the gate width shall not be less than 20 feet, except on a fire apparatus roadway approved to be a lesser width, in which case the gate shall not restrict that width. Where a fire apparatus road consists of a divided roadway, the gate width shall not be less than 15 feet for residential use and 20 feet for commercial/industrial uses.
  - b. Gates shall be of the swinging or sliding type.
  - c. Construction of gates shall be of materials that allow manual operation by one person.
  - d. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.
  - e. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be approved by the fire code official.
  - f. Methods of locking shall be submitted for approval by the fire code official.
  - g. Electric gate operators, where provided, shall be listed in accordance with UL 325.
  - h. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F2200.
- FD19. 503.2.9 Area of firefighting operations. The area of firefighting operations shall not be located underneath high voltage transmission lines.
- FD20. 503.3 Marking and signage. Where required by the fire code official, approved signs or other approved notices or markings that include the words "NO PARKING FIRE LANE" shall be provided for Fire Apparatus Access Roads to identify such roads, to clearly indicate the access to such roads, or to prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. A no-parking designation shall meet the requirements of California Vehicle Code Section 22500.1 and be approved by the fire code official.

- FD21. Signs shall have a minimum dimension of 12 inches wide by 18 inches high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the Fire Apparatus Access Road as required.
- FD22. 503.4 Obstruction of Fire Apparatus Access Roads. Fire Apparatus Access Roads shall not be obstructed in any manner, including by the parking of vehicles or the use of traffic calming devices, including but not limited to, speed bumps or speed humps. The minimum widths and clearances established in Sections 503.2.1 and 503.2.2 shall be maintained at all times.
- FD23. 503.4.1 Traffic calming devices. Traffic calming devices, including but not limited to, speed bumps and speed humps shall be prohibited unless approved by the fire code official.
- FD24. 504.1 Required access. Exterior doors and openings required by this code or the California Building Code shall be maintained readily accessible for emergency access by the fire department. An approval access walkway leading from Fire Apparatus Access Roads to exterior openings shall be provided for where required by the fire code official.
- FD25. 504.5 Rooftop barriers and parapets. No person shall install any security barrier, visual barrier screen, or other obstruction on; the roof of any building in such a manner as to obstruct firefighter ingress or egress in the event of fire or other emergency. Parapet shall not exceed 36 inches on at least two sides of the building. These sides should face an access roadway or yard sufficient to accommodate ladder operations.
- FD26. 505.1 Address identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches high with a minimum stroke width of<sup>1</sup>/<sub>2</sub> inch. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.
- FD27. 505.1.1 Multiple residential and commercial units. Multiple residential and commercial units having entrance doors not visible from the street or road shall have, in addition to the requirements of Section 505.1 above, approved numbers

grouped for all units within each structure and positioned to be plainly visible from the street or road. Said numbers may be grouped on the wall of the structure or on a mounting post independent of the structure.

FD28. 507.5.4 Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

#### Forestry Division

FD29. The statutory responsibilities of the County of Los Angeles Fire Department's Forestry Division include erosion control, watershed management, rare and endangered species, vegetation, fuel modification for Very High Fire Hazard Severity Zones, archeological and cultural resources, and the County Oak Tree Ordinance. Potential impacts in these areas should be addressed.

#### **GARDENA POLICE DEPARTMENT**

- PD1. Install one surveillance camera at the entrance of the development. Surveillance cameras shall be maintained by the property owner and recordings should be kept for a minimum of 30 days.
- PD2. The builders shall use Crime Prevention Through Environmental Design (CPTED) measures including good lighting around the exterior of buildings and parking areas, eliminating blind spots caused by landscaping, and preventing areas prone to graffiti from being targeted by planting landscaping that create barriers.

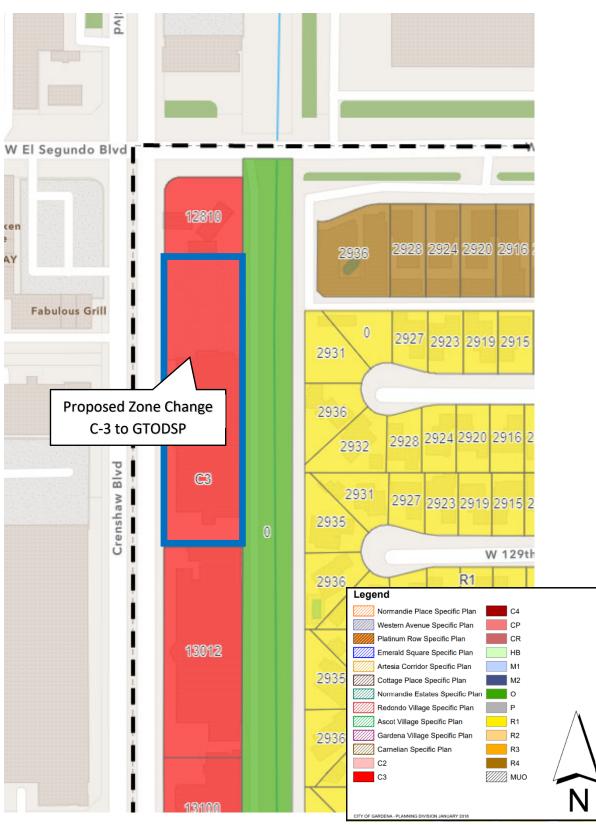
Din/Cal 4, Inc. certifies that it has read, understood, and agrees to the Project Conditions listed herein.

Din/Cal 4, Inc., Representative

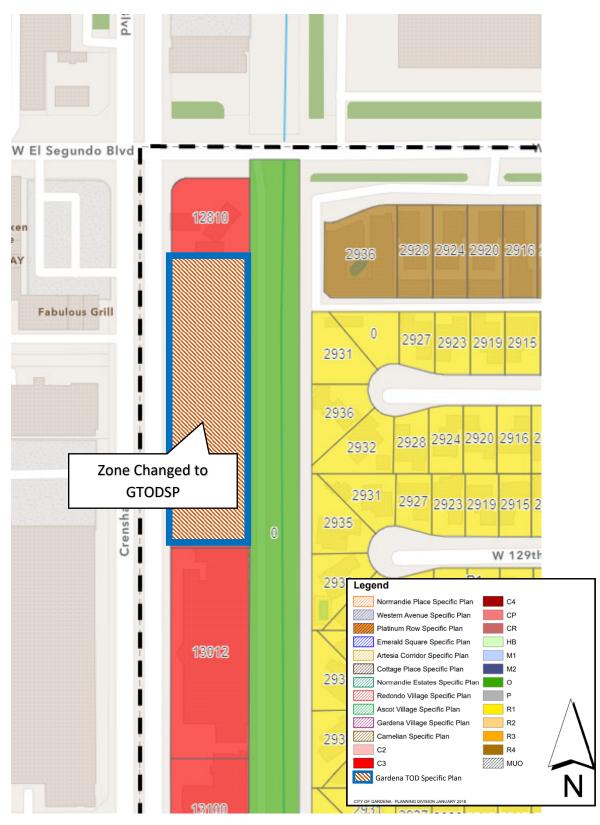
Ву\_\_\_\_\_

Dated\_\_\_\_\_

# Exhibit C Proposed Zone Change #1-20



## Adopted Zone Change #1-20



## EXHIBIT D

## RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

CITY CLERK CITY OF GARDENA 1700 W. 162<sup>nd</sup> Street Gardena, California 90247

Space Above Reserved for Recorder's Use

EXEMPT FROM RECORDER'S FEES Pursuant to Government Code § 6103

DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF GARDENA AND DIN/CAL 4, INC.

THIS AGREEMENT SHALL BE RECORDED WITHIN TEN DAYS OF EXECUTION BY ALL PARTIES HERETO PURSUANT TO THE REQUIREMENTS OF GOVERNMENT CODE §65868.5.

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#### **DEVELOPMENT AGREEMENT**

This Development Agreement ("Agreement") is made and entered into by and among the CITY OF GARDENA, a municipal corporation ("City") and Din/Cal 4, Inc., a Texas corporation authorized to do business in California ("Developer") as of this 11<sup>th</sup> day of May, 2021. City and Developer are referred to hereinafter individually as "Party" and collectively as "Parties." In consideration of the mutual covenants and agreements contained in this Agreement, City and Developer agree as follows:

1. <u>Definitions</u>. Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this Agreement. Words and phrases not defined in this Section will have the meaning set forth in this Agreement, the Gardena Municipal Code, or in common usage.

"Applicable Rules" means:

- The Gardena General Plan, as it existed on the Approval Date, as modified by the Project Approvals;
- The Gardena Municipal Code, as it existed on the Approval Date, as modified by the Project Approvals;
- Such other laws, ordinances, rules, regulations, and official policies governing permitted uses of the property, density, design, improvement, development fees, and construction standards and specifications applicable to the development of the Property in force at the time of the Effective Date, which are not in conflict with this Agreement.

"Approval Date" means May 11, 2021, the date on which the last of the Project Approval applications were approved by the City Council.

"Approved Plans" means a plan for any aspect of the Project, including, without limitation, the Site Plan, signage plans, and landscaping and irrigation plans, which are approved by the City in accordance with the Applicable Rules, and Project Approvals.

"Building Regulations" means those regulations set forth in Title 15 of the GMC.

"CEQA" means the California Environmental Quality Act, Public Resources Code § 21000 et seq.

"CEQA Guidelines" means the regulations implementing CEQA which have been adopted by the State and found at Title 14 of the California Code of Regulations, § 150000 *et seq.* 

"City" means the City of Gardena, a municipal corporation.

"City Council" means the City Council of the City of Gardena.

"Developer" means Din/Cal 4, Inc., a Texas corporation authorized to do business in California, and its transferees, assigns and successors in interest.

"Development Standards" means the design and development standards that are applicable to the Project as set forth in the Specific Plan.

"Director" means the Director of Community Development or his designee.

"Effective Date" means the date on which the Enabling Ordinance becomes effective in accordance with Government Code § 36937.

"GMC" means the Gardena Municipal Code.

"Enabling Ordinance" means Ordinance No. 1828, approving this Development Agreement.

"Future Approvals" means such subsequent discretionary and ministerial entitlements, including a lot line adjustment, permits, which are required to develop the Project in addition to the Project Approvals, and which are applied for by the Developer and approved by the City. Once approved, a Future Approval becomes part of the Project Approvals.

"Party" means the City or the Developer.

"Parties" shall mean both the City and the Developer.

"Person" means a natural person or any entity.

"Project" means the development of the Property in accordance with the Project Approvals.

"Project Approvals" means:

- Final Environmental Impact Report (FEIR) No. EA–1248, as certified by Resolution No. 6507 on April 27, 2021;
- Mitigation Monitoring Program for FEIR No. EA-1248, as adopted by Resolution No. 6507 on April 27, 2021;
- General Plan Amendment No. 1-20, as approved by Resolution No. 6508 on April 27, 2021, including a change in the Land Use Map;
- Gardena Transit Oriented Development Specific Plan No. 1-20, as adopted by Ordinance No. 1828 on May 11, 2021;
- Zone Change No. 1-20, as approved by Ordinance No. 1828 on May 11, 2021, including a change in the Zoning Map;
- Zoning Code Amendment No. 3-20, as approved by Ordinance No. 1828 on May 11, 2021;
- Site Plan Review No. 1-20, as approved by Ordinance No. 1828 on May 11, 2021; and
- This Development Agreement #1-20 as approved by Ordinance No. 1828 on May 11, 2021.

"Property" refers to that approximate 1.33 acres which is described in Exhibit A, attached hereto, and incorporated herein by reference.

"Site Plan" refers to the development plans for the Gardena Transit Oriented Development Specific Plan Area as shown on Exhibit B, attached hereto, and incorporated herein by reference.

"Specific Plan" or "GTODSP" means the Gardena Transit Oriented Development Specific Plan.

"Subsequent Rules" means any changes to the Applicable Rules made after the Approval Date, including, without limitation, any change by means of an ordinance, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the City Council, the Planning Commission or any other board, agency, commission or department of the City, or any officer or employee thereof, or by the electorate, which would, absent this Agreement, otherwise apply to the Property.

"Transferee" means a Person which assumes in whole or in part the rights and obligations under this Agreement with respect to all or a portion of the Property.

2. <u>Recitals</u>. This Agreement is made with respect to the following facts and for the following purposes, each of which is acknowledged as true and correct by the Parties:

2.1 Pursuant to Government Code § 65865 *et seq.*, the City is authorized to enter into a binding contractual agreement with any person having a legal or equitable interest in real property for the development of such property.

2.2 Developer has a legal or equitable interest in the Property.

2.3 Developer desires to redevelop the Property in accordance with the GTODSP.

2.4 By this Agreement, each Party desires to obtain the binding agreement of the other Party to develop the Property in accordance with the Project Approvals, Applicable Rules, and this Agreement. In consideration thereof, the City agrees to limit the future exercise of certain of its governmental and proprietary powers to the extent specified in this Agreement.

2.5 City and Developer have acknowledged and agreed that the consideration that is to be exchanged pursuant to this Agreement is fair, just, and reasonable.

2.6 The Project is consistent with the City's General Plan, as amended pursuant to the Project Approvals (the "General Plan").

2.7 Development of the Project has, and will continue to, further the comprehensive planning objectives contained within the General Plan, and will result in public benefits, including, among others, the following:

2.7.1 Providing needed housing;

2.7.2 Providing fiscal benefits to City's general fund in terms of increased utility, business license, and property and sales tax revenues;

2.7.3 Providing short-term construction employment within City, and

2.7.4 Providing a percentage of the net profits of advertising revenue generated from the Project's digital signage display as more specifically outlined in Section 5.2 below.

2.7.5 Providing a Local Hiring and Local Buying Program, as outlined in Exhibit D.

2.8 On April 6, 2021, the Planning Commission of the City commenced a duly noticed public hearing on the Project Approvals. At the conclusion of the hearing, the Planning Commission recommended that the City Council approve the Project Approvals.

2.9 On April 27, 2021, the City Council commenced a duly noticed public hearing on the Project Approvals. Prior to approving this Agreement by the Enabling Ordinance, the City Council adopted Resolution No. 6507 approving the FEIR.

2.10 All of the Property is subject to this Agreement.

3. <u>Binding Effect</u>. The burdens of this Agreement are binding upon, and the benefits of the Agreement inure to, the City and the Developer and each successive transferee, assign and successor in interest thereto and constitute covenants that run with the land. Any and all rights and obligations that are attributed to the Developer under this Agreement shall run with the land.

3.1 <u>Constructive Notice and Acceptance</u>. Every Person who acquires any right, title, or interest in or to any portion of the Property in which the Developer has a legal interest is, and shall be, conclusively deemed to have consented and agreed to be bound by this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such Person acquired such right, title or interest.

3.2 <u>Rights to Assign and Transfer</u>. Developer may assign or transfer its rights and obligations under this Agreement with respect to the Property, or any portion thereof, to any person at any time during the term of this Agreement without approval of the City. For purpose of this Agreement, the Transferee must be considered the "owner" of that portion of the Property which is covered by such transfer.

3.3 <u>Liabilities Upon Transfer</u>. Upon the delegation of the duties and obligations under this Agreement and the sale, transfer or assignment of all or any portion of the Property, Developer will be automatically released from its obligations under this Agreement with respect to the Property, or portion thereof, so transferred arising prior and subsequent to the effective date of such transfer, if: (i) Developer has provided to the City prior or subsequent written notice of such transfer; and (ii) the Transferee has agreed in writing to be subject to all of the provisions hereof applicable to the portion of the Property so transferred by executing an Assignment and Assumption Agreement in the form of Exhibit C attached hereto and incorporated herein by reference. Upon any transfer of any portion of the Property and the express assumption of Developer's obligations under this Agreement by such Transferee, the City agrees to look solely to the Transferee for compliance by such Transferee with the provisions of this Agreement as such provisions relate to the portion of the Property acquired by such Transferee. Any such Transferee shall be entitled to the benefits of this Agreement as "Developer" hereunder and shall be subject to the obligations of this Agreement applicable to the parcel(s) transferred. A default by any Transferee shall only affect that portion of the Property owned by such Transferee and shall not cancel or diminish in any way Developer's rights hereunder with respect to any portion of the Property not owned by such Transferee. The Transferee shall be responsible for satisfying the good faith compliance requirements set forth in Section 8 below relating to the portion of the Property owned by such Transferee, and any amendment to this Agreement between the City and a Transferee shall only affect the portion of the Property owned by such Transferee.

3.4 <u>Resumption of Rights</u>. If Transferee defaults with respect to any provision of this Agreement, Developer may, but is not obligated to, resume Transferee's obligations upon written notification to City.

4. <u>Development of the Property</u>. The following provisions, in addition to the Applicable Rules, shall govern the development and use of the Property.

4.1 <u>Permitted Uses and Design and Development Standards</u>. The permitted, administratively permitted, and conditionally permitted uses of the Property, as well as the Development Standards, are set forth in the Project Approvals and Applicable Rules.

4.2 <u>Entitlement to Develop</u>. The Developer is granted the vested right to develop the Project subject to the Applicable Rules, the Project Approvals, and any Future Approvals.

4.3 <u>Building Regulations</u>. Notwithstanding Section 4.4 below, all construction on the Property shall adhere to the Building Regulations in effect at the time an application for a building permit is submitted and to any federal or state building requirements that are then in effect at such time. Additionally, nothing in this Agreement prevents the City from applying "standard specifications" for public improvements (e.g., streets, storm drainage, parking lot standards, driveway widths), as the same may be adopted or amended from time to time by the City, provided that the provisions of any such standards and specifications apply only to the extent they are in effect on a Citywide basis and so long as they do not conflict with the provisions of the Specific Plan.

4.4 <u>Subsequent Rules</u>. Subsequent Rules cannot be applied by the City to any part of the Property unless the Developer gives the City written notice of its election to have such Subsequent Rule applied to the Property, in which case such Subsequent Rule is deemed to be an Applicable Rule.

#### 4.5 Fees, Exactions, Mitigation Measures, Conditions, Reservations and Dedications.

4.5.1 Subject to Sections 4.5.2, 4.5.3, and 5.2 of this Agreement, all fees, exactions, mitigation measures, conditions, reservations, and dedications of land for public purposes that are applicable to the Project are set forth in the Applicable Rules, the Project Approvals, and this Agreement.

4.5.2 Except as otherwise provided in this Agreement, and specifically excluding fees set by entities not controlled by the City that are collected by the City, the City can only charge

and impose those fees and exactions, including, without limitation, dedication and any other fee relating to development or the privilege of development, which are in effect on a City-wide basis as of the Effective Date.

4.5.3 The Developer must pay the amount of the fees that are in effect at the time of application for the building permit pursuant to, or such subsequent resolutions as may be adopted by the City Council in accordance with applicable procedures, but shall not be required to pay any new impact fees that are not in effect at the time of Project Approvals.

4.5.4 This Section 4.5 shall not be construed to limit the authority of the City to charge normal and customary application, processing, and permit fees, including legal and environmental processing costs, for land use approvals, building permits and other similar permits, for Future Approvals, which fees are designed to reimburse City's actual expenses attributable to such application, processing and permitting and are in force and effect on a City-wide basis at such time as applications for such approvals are filed with the City.

4.6 <u>Use of Easements</u>. Notwithstanding the provisions of the Applicable Rules, easements dedicated for vehicular and pedestrian use shall be permitted to include easements for underground drainage, water, sewer, gas, electricity, telephone, cable, and environmental remediation and other utilities and facilities so long as they do not unreasonably interfere with pedestrian and/or vehicular use.

4.7 <u>Timing of Development</u>. In *Pardee Construction Co. v. City of Camarillo (Pardee)*, 37 Cal.3d 465 (1984), the California Supreme Court held that the failure of the parties therein to provide for the timing or rate of development resulted in a later-adopted initiative restricting the rate of development to prevail against the parties' agreement. City and Developer intend to avoid the result in *Pardee* by acknowledging and providing that Developer shall have the right, without obligation, to develop the Property in such order and at such rate and times as Developer deems appropriate within the exercise of its subjective business judgment subject to the terms of this Agreement.

In furtherance of the Parties' intent, as set forth in this Section, no future amendment of any existing City ordinance or resolution, or future adoption of any ordinance, resolution, or other action, that purports to limit the rate or timing of development over time or alter the sequencing of development phases, whether adopted or imposed by the City Council or through the initiative or referendum process, shall apply to the Property. However, nothing in this Section shall be construed to limit City's right to enforce Developer's obligation pursuant to this Agreement to provide any infrastructure required by the Project Approvals and this Agreement.

#### 4.8 <u>Moratorium</u>.

4.8.1 The City shall not impose a moratorium on the Property unless such is necessary to protect a significant threat to the immediate health, safety and welfare of the City.

4.8.2 Except as provided in Section 4.8.1 above, no City-imposed moratorium or other limitation (whether relating to the rate, timing or sequencing of the development or

construction of all or any part of the Property, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the City Council, an agency of the City, the electorate or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), building permits, occupancy certificates, or other entitlements to use or service (including, without limitation, water and sewer), approved, issued or granted within the City, or portions of the City, applies to the Property to the extent such moratorium or other limitation is in conflict with this Agreement. However, the provisions of this Section do not affect the City's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations.

4.9 <u>Term</u>. This Agreement shall be in effect for a period of five (5) years from the Effective Date of the Enabling Ordinance. However, the Developer or the City shall be entitled to, by written notice to the other Party prior to the Agreement's expiration, one (1) two-year (2-year) administrative extension, provided that the requesting Party is not in material default of this Agreement at such time beyond any applicable period to cure provided for by Sections 8.5 and 10 below. Before the expiration of the two-year (2-year) extension, the Parties may mutually agree to further extensions. In the event of litigation challenging this Agreement, the Term is automatically suspended for the duration of such litigation and resumes upon final disposition of such challenge and any appeal thereof upholding the validity of this Agreement. In the event that a referendum petition concerning this Agreement is duly filed in such a manner that the ordinance approving this Agreement is suspended, then the Term is deemed to commence upon City Council certification of the results of the referendum election approving this Agreement.

4.10 <u>Term of Map(s) and Other Project Approvals</u>. Pursuant to California Government Code Sections 66452.6(a) and 65863.9, the term of any subdivision or parcel map that has been or in the future may be processed on all or any portion of the Property and the term of each of the Project Approvals shall be extended for a period of time through the scheduled termination date of this Agreement as set forth in Section 4.9 above, including any extensions thereto.

4.11 <u>Future Approvals</u>.

4.11.1 <u>Minor Modifications to Project</u>. The Developer may make minor changes to the Project and Project Approvals ("Minor Modifications") without the need to amend this Agreement upon the administrative approval of the Director.

(a) Minor Modifications include:

(i) A modification to the Site Plan, provided the Director determines, in his/her discretion, that the Site Plan is substantially similar to the approved Site Plan attached hereto as Exhibit B and complies with the Specific Plan; and there is no change which would qualify as a Major Modification under Section 4.11.2 below;

(ii) A "minor" modification to the Specific Plan as identified in Chapter 8, Section VI thereof; and

(iii) any other change that does not qualify as a Major

Modification as defined below.

(b) The City shall not unreasonably withhold or delay approval of any Minor Modification. The City shall have the right to impose reasonable conditions in connection with Minor Modifications, provided, however, such conditions shall not be inconsistent with the Applicable Rules, the Project Approvals or with the development of the Project as contemplated by this Agreement.

(c) A Minor Modification approved by the City shall continue to constitute a Project Approval as referenced herein.

4.11.2 <u>Modifications Requiring Amendment to this Agreement.</u> Any proposed modification to the Project which results in any of the following shall constitute a Major Modification, and shall require an amendment to this Agreement pursuant to Section 14 below:

(a) Any change which constitutes a "significant" modification to the Specific Plan as identified in Chapter 8, Section VI thereof; or

(b) Any change which creates a new environmental impact which cannot be mitigated to a level of insignificance.

4.12 <u>Site Plan Review</u>. Site Plan Review approval shall be required in accordance with Chapter 18.44 of the Gardena Municipal Code.

4.13 <u>Issuance of Building Permits.</u> No building permit, final inspection or Certificate of Occupancy will be unreasonably withheld, conditioned, or delayed from the Developer if all infrastructure required to serve the portion of the Property covered by the building permit, final inspection, or Certificate of Occupancy is in place or is suitably guaranteed to be completed (by covenant, bond, letter of credit or otherwise) to the reasonable satisfaction of the City prior to completion of construction and all of the other relevant provisions of the Project Approvals, Future Approvals and this Agreement have been satisfied.

5. <u>Developer Agreements</u>.

5.1 <u>General</u>. The Developer shall comply with: (i) this Agreement; (ii) the Project Approvals, including, without limitation, all mitigation measures required by the determination made pursuant to CEQA; and (iii) all Future Approvals for which it is the applicant or a successor in interest to the applicant.

5.1.1 In the event that any of the mitigation measures or conditions required of Developer hereunder have been implemented by others, Developer shall be conclusively deemed to have satisfied such mitigation measures or conditions, consistent with CEQA. If any such mitigation measures or conditions are rejected by a governmental agency with jurisdiction, the Developer may implement reasonably equivalent substitute mitigation, consistent with CEQA, to the City's satisfaction, in lieu of the rejected mitigation measures or conditions. Such substitution shall be deemed to be a Minor Modification pursuant to Section 4.11.1 above.

#### 5.2 <u>Digital Display</u>.

5.2.1 As part of the Project Approvals, Developer shall install a "digital media display" with full motion and animation capability, up to 2,500 square feet in size, for the purpose of off-site advertising, as more particularly described in the Specific Plan (the "Display").

5.2.2 <u>Display Operations.</u> The Developer shall install the Display and begin operation within nine (9) months of the City's issuance of a final Certificate of Occupancy. Thereafter, the Display may operate daily at any point from 6:00 a.m. to 2:00 a.m. Developer shall not be required to operate the Display (i) when such operation cannot take place because of maintenance issues and/or operational failures, (ii) if the Developer is unable to obtain any necessary governmental permits required to operate the Display, and/or (iii) if operation of the Display has been legally enjoined. Such Display shall remain in operation for a minimum of thirty (30) years.

5.2.3 <u>Display Design and Construction Costs</u>. Developer shall pay for all costs to design, engineer and construct the Display. No public funds shall be used towards the design and installation of the Display.

5.2.4 <u>Revenue Sharing</u>. For a period of thirty (30) years from the first date of operation, Developer shall annually pay to the City the greater of (i) twenty-five percent (25%) of all Net Profits (as defined below) generated from the Display, or (ii) seventy-five thousand dollars (\$75,000), provided the Display generates a minimum of seven hundred and fifty thousand dollars (\$750,000) in annual Gross Revenue (as defined below). For the avoidance of doubt, should the Display fail to generate at least \$750,000 in Gross Revenue in a given year, the maximum City revenue share that year shall be 25% of the Net Profits. Developer shall make such payments to the City once per year, on each anniversary of the first date of operation, for the preceding twelvemonth (12-month) period. For purposes of this Section, "Net Profits" means all revenue generated from the Display, after accounting for the costs of a third-party media sales broker and any related commissions, costs to operate and maintain the Display (including administration and overhead) determined in accordance with generally accepted accounting principles ("GAAP") and relating only to the operation and maintenance of the Display and exclusive of the Project's other operations, and replacement reserves based on a ten-year (10-year) period. For purposes of this Section "Gross Revenue" means the total revenue generated from the Display before accounting for third-party consultant related costs and commissions, operational and maintenance related expenses and replacement services.

5.2.5 <u>Community Programming Time</u>. Developer shall provide the City eight percent (8%) of the total Display time and fifty percent (50%) of the Display time that has not been committed to the third-party media sales broker, on a monthly basis, for City business, arts, and community related non-commercial programming ("Community Programming Time"). Utilization of the Community Programming Time shall be at the City's sole election, and the City may from time to time opt to reallocate all or a portion of its Community Programming Time for third-party advertising sales. City shall notify Developer or its designated media sales broker at least forty-five (45) days before the proposed display date of City Programming Time related content. Specific Community Programming Time content should be submitted to Developer or its

designated media sales broker at least ten (10) business days in advance. City shall not charge for, or exchange goods or services for, any Community Programming Time provided on the Display pursuant to this Agreement. In addition, it is expressly understood and agreed that City Community Programming Time related content may only display third-party names or logos when those logos are part of the City Message. The forgoing restriction does not apply to non-profit organizations associated with City events or activities. The City also shall and hereby does agree to indemnify, defend and hold harmless Developer and its media sales broker for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorney's fees), losses, actions, or liabilities arising from or in connection with any third-party allegation that any portion of any Community Programming Time related content provided by City infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party.

5.2.6 <u>Emergency Time</u>. Developer shall grant the City first priority to broadcast messages of an urgent nature to Gardena residents on the Display during Emergency Periods (as defined below). Emergency Period content shall preempt Display advertisements at no cost to the City. For purposes of this Section "Emergency Periods" are defined as earthquakes, fires, and other similar natural disasters that cause an imminent risk to public health and safety.

5.2.7 <u>City as Additional Insured</u>. Prior to the commencement of operation of the Display, Developer shall name the City as an additional insured on the commercial general liability insurance policy for the Project, solely with respect to claims of liability related to the Display and provide a copy of said insurance to the City.

5.2.8 <u>No Illegal Advertising</u>. Products and/or activities that are illegal in the City of Gardena may not be advertised or promoted on the Display.

5.2.9 <u>Annual Reporting and Disclosures</u>. Developer shall provide and disclose to City on an annual basis all information and data related to (i) advertising Gross Revenue generated from the Display, (ii) third-party consultant agreements and commissions, and (iii) ongoing operation and maintenance related costs and expenses ("Display Disclosures"). Developer shall provide the Display Disclosures once per year within thirty (30) days of the anniversary of the first date of operation for the preceding twelve-month (12-month) period. City shall have the right to inspect or review the documents and records upon which the Display Disclosures are based. Developer shall make all records and documents to be reviewed and inspected by the City as a part of any review conducted by the City, available for the City's review, inspection and copying within five (5) business days (excluding Saturday, Sunday and holidays) of receiving written notice from the City requesting the same.

5.2.10 <u>Survival</u>. This Section 5.2 shall survive the expiration of the term of this Agreement.

5.3 <u>Development Fees</u>. Subject to the provisions of Section 4.5 above, Developer shall pay the development fees in effect at the time of building permit application. The Developer waives any and all rights it may have to challenge development fees that are in effect at the time of the Effective Date and the City's right to amend its current development fees. However, the

Developer retains the legal right to challenge the amount of any such amended or increased development fees to the extent such are not in compliance with the requirements of Government Code Section 66000, *et seq.* as well as its right to receive credits against such amended or increased fees.

5.4 <u>Maintenance Obligations</u>. The Developer shall maintain all portions of the Property in its possession or control, and any improvements thereon, in a first class clean, neat, and orderly manner. The Parties' respective maintenance obligations shall survive any termination or expiration of this Agreement.

#### 5.5 <u>Sales and Use Tax</u>.

5.5.1 In the event the contract price for any work on the Project is valued at five million dollars (\$5,000,000) or more, Developer agrees to report, on a State Board of Equalization Tax Return, any purchases of tangible personal property made in connection with the finishing of and/or installation of materials, or fixtures for the Project, when such purchases were made without sales or use tax due. Developer shall indicate the City as a registered job site location on the State Board of Equalization Tax Return. In such event, Developer shall also obtain a permit or a sub-permit from the State Board of Equalization indicating the City as the registered job site location, in accordance with Revenue and Taxation Code § 7051.3 or State Board of Equalization Compliance Policy and Procedure Manual § 295.060.

5.5.2 Developer further agrees that, if Developer retains contractors or subcontractors to perform a portion of work in the Project, and said contracts or subcontracts are valued at five million dollars (\$5,000,000) or more, said contracts or subcontracts shall contain the provisions set forth in Section 5.5.1, above.

5.5.3 The Director of Finance of the City is authorized to relieve Developer and Developer's contractors and subcontractors, from the requirements set forth in this Section 5.5 upon proof to the reasonable satisfaction of the Director of Finance that Developer and/or its contractors or subcontractors have made good faith efforts to obtain said permit or sub-permits, but were denied the same by the State Board of Equalization.

5.6 <u>Local Hire</u>. Developer shall use best efforts to hire locally-based construction workers as set forth in the Local Hiring Plan attached hereto as Exhibit D.

#### 6. <u>City Agreements</u>.

6.1 <u>Expedited Processing</u>. The City shall process, at Developer's expense, in an expedited manner, all plan checking, excavation, grading, building, encroachment and street improvement permits, Certificates of Occupancy, utility connection authorizations, and other ministerial permits or approvals necessary, convenient or appropriate for the grading, excavation, construction, development, improvement, use and occupancy of the Project in accordance with the City's accelerated plan check process under the Applicable Rules. Without limiting the foregoing, if requested by Developer, the City agrees to utilize private planners and plan checkers (upon Developer's request and at Developer's cost) and any other available means to expedite the

processing of Project applications, including concurrent processing of such applications by various City departments.

6.2 <u>Processing Cooperation and Assistance</u>. To the extent permitted by law, the City shall reasonably cooperate with the Developer in securing any and all entitlements, authorizations, permits or approvals which may be required by any other governmental or quasi-governmental entity in connection with the development of the Project or the Property. Without limiting the foregoing, the City shall reasonably cooperate with the Developer in any dealings with federal, state and other local governmental and quasi-governmental entities concerning issues affecting the Property. The City shall keep the Developer fully informed with respect to its communications with such agencies which could impact the development of the Property. The City must not take any actions to encourage any other governmental or quasi-governmental entities from withholding any necessary approvals and any such contrary actions on the part of the City must be considered a breach of this Agreement by City.

6.3 <u>Processing During Third-Party Litigation</u>. The filing of any third-party lawsuit(s) against the City or the Developer relating to this Agreement, the Project Approvals, any Future Approvals or to other development issues affecting any portion of the Property or the Project shall not hinder, delay or stop the development, processing or construction of the Project, approval of the Future Approvals, or issuance of ministerial permits or approvals, unless the third party obtains a court order restraining the activity. The City must not stipulate to or cooperate in the issuance of any such order.

6.4 <u>Performance of Director Duties</u>. The City shall ensure that a person or persons are designated at all times to carry out the duties of the Director set forth in this Agreement.

6.5 <u>No Amendment to Specific Plan</u>. The City shall not initiate any amendment to the Specific Plan during the Term of this Agreement without the Developer or its successor's written agreement and consent.

#### 7. <u>Modification/Suspension</u>.

7.1 Pursuant to Government Code Section 65869.5, in the event that any state or federal law or regulation, enacted after the Effective Date, precludes compliance with any provision of this Agreement, such provision shall be deemed modified or suspended to the extent practicable to comply with such state or federal law or regulation, as reasonably determined necessary by City. Upon repeal of said law or regulation or the occurrence of any other event removing the effect thereof upon the Agreement, the provisions hereof shall be restored to their full original effect.

7.2 In the event any state or federal resources agency (i.e., California Department of Fish and Game, U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, Regional Water Quality Control Board/State Water Resources Control Board), in connection with its final issuance of a permit or certification for all or a portion of the Project, imposes requirements ("Permitting Requirements") that require modifications to the Project, then the parties will work together in good faith to incorporate such changes into the Project; provided, however, that if Developer appeals or challenges any such Permit Requirements, then the Parties may defer such changes until

the completion of such appeal or challenge.

#### 8. <u>Demonstration of Good Faith Compliance</u>.

8.1 <u>Review of Compliance</u>. In accordance with Government Code Section 65865.1, this Section 8 and the Applicable Rules, once each year, on or before each anniversary of the Effective Date ("Periodic Review"), the Director shall review the extent of the Developer's good faith substantial compliance with the terms and provisions of this Agreement, as well as the performance by the City of its obligations under this Agreement.

8.2 <u>Good Faith Compliance</u>. During each Periodic Review, the Developer shall demonstrate by written status report that, during the preceding twelve-month (12-month) period, that it has been in good faith compliance with this Agreement. For purposes of this Agreement, the phrase "good faith compliance" shall mean that the Developer has demonstrated that it has acted in a commercially reasonable manner (taking into account the circumstances which then exist) and in good faith in and has substantially complied with the Developer's material obligations under this Agreement.

8.3 <u>City Report - Information to be Provided to Developer</u>. At least fourteen (14) days before the annual anniversary of the Effective Date, the City must deliver to the Developer a copy of all staff reports prepared in connection with a Periodic Review, any prior staff reports generated during the review period, written comments from the public, and, to the extent practical, all related exhibits concerning such Periodic Review. This information shall be known as the "City Report."

8.4 <u>Developer's Report</u>. No later than the annual anniversary of the Effective Date, Developer must submit a written status report to the Director addressing the good faith compliance issue set forth in Section 8.2 above and any issues raised by the City Report provided to the Developer in accordance with Section 8.3 above.

8.5 <u>Notice of Non-Compliance; Cure Rights</u>. If, after reviewing the Developer's Report, the Director reasonably concludes, on the basis of substantial evidence, that as to any parcel or parcels comprising the Property, Developer has not demonstrated that it is in good faith compliance with this Agreement, the Director may issue and deliver to the Developer a written Notice of Violation as set forth in Section 10 below.

8.6 <u>Public Notice of Finding</u>. Any appeal of the Director's determination pursuant to Section 8.5 (including any appeal by the Developer) must be filed within thirty (30) days following such decision. Filing such an appeal tolls the cure period specified in the Notice of Violation. Notwithstanding Section 13.1, an appeal regarding the Notice of Violation shall be heard directly by the City Council at a duly-noticed public hearing and the City Council must issue a final decision. Developer retains the right to challenge the City's issuance of any final decision pursuant to Code of Civil Procedure § 1094.5 without complying with the procedures set forth in Section 10.4 below.

8.7 <u>Failure of Periodic Review</u>. The City's failure to review, at least annually, compliance by the Developer with the terms and conditions of this Agreement shall not constitute

or be asserted by any Party as a breach by any other Party of this Agreement. If the City fails to provide the City Report by the Effective Date, Developer will be deemed to be in good faith compliance with this Agreement for that calendar year.

9. Excusable Delays. Performance by any Party of its obligations hereunder shall be excused during any period of "Excusable Delay," as hereinafter defined, provided that the Party claiming the delay gives notice of the delay to the other Party as soon as reasonably possible after the same has been ascertained. For purposes hereof, Excusable Delay shall mean delay that directly affects, and is beyond the reasonable control of, the Party claiming the delay, including, without limitation: (i) act of God; (ii) civil commotion; (iii) riot; (iv) strike, picketing or other labor dispute; (v) shortage of materials or supplies; (vi) damage to work in progress by reason of fire, flood, earthquake or other casualty; (vii) reasonably unforeseeable delay caused by a reasonably unforeseeable restriction imposed or mandated by a governmental entity; (viii) litigation brought by a third-party attacking the validity of this Agreement, a Project Approval, a Future Approval or any other action necessary for development of the Property; (ix) delays caused by any breach or default by City or the Developer hereunder; (x) delays due to a pandemic and/or government mandated quarantine; or (xi) delays due to the presence or remediation of hazardous materials. The term of this Agreement, including any extensions, shall be extended by any period of Excusable Delay.

#### 10. <u>Default Provisions</u>.

Default. Either Party to this Agreement shall be deemed to be in "Default" under 10.1 this Agreement if it materially breaches any of the provisions of this Agreement and the same is not cured within the time set forth in a written notice of violation (the "Notice of Violation") from the non-breaching Party to the breaching Party, which period of time shall not be less than ten (10) days for monetary breaches, and not less than sixty (60) days for non-monetary breaches from the date that the notice is deemed received, provided if the breaching Party cannot reasonably cure a non-monetary breach within the time set forth in the notice, then the breaching Party shall not be in Default if it commences to cure the breach within such time limit and diligently effects such cure thereafter. If the City determines that a Default by Developer may have occurred, the City shall give written notice to the Developer of its intention to terminate this Agreement and comply with the notice and public hearing requirements of Government Code Sections 65867 and 65868. At the time and place set for the hearing on termination, the Developer shall be given an opportunity to be heard. If the City Council finds, based upon the evidence, that the Developer is in Default under this Agreement, the City Council may modify or terminate this Agreement. If Developer initiates a resolution of dispute in accordance with the provisions of Section 10.4 below within sixty (60) days following the City Council's determination that Developer is in Default under this Agreement, the City Council's decision to modify or terminate this Agreement is stayed until the issue has been resolved through informal procedures, mediation, or court proceedings.

10.2 <u>Content of Notice of Violation</u>. Every Notice of Violation shall state with specificity that it is given pursuant to this Section of the Agreement, the nature of the alleged breach (including references to the pertinent provisions of this Agreement), the portion of the Property involved, and the manner in which the breach may be satisfactorily cured. The notice shall be deemed given in accordance with Section 19 hereof.

10.3 <u>Remedies for Default</u>. The Parties agree that the remedies for a Default under this Agreement shall be limited to the remedies expressly set forth in this Section. No modification of termination of this Agreement pursuant to Section 10.1 hereof shall invalidate or affect in any manner any of the other Project Approvals. Developer's remedies for any Default under this Agreement by City shall be limited to injunctive relief and/or specific performance.

10.4 <u>Resolution of Disputes</u>. The City and the Developer agree to attempt to settle any claim, dispute or controversy arising from this Agreement through consultation and negotiation in good faith and in spirit of mutual cooperation. If those attempts fail, the dispute may be mediated by a mediator chosen jointly by the City and the Developer within thirty (30) days after notice by one of the parties demanding non-binding mediation. Neither Party may unreasonably withhold consent to the selection of a mediator. The City and the Developer will share the cost of the mediation equally. The Parties may agree to engage in some other form of non-binding alternate dispute resolution ("ADR") procedure in lieu of mediation. Any dispute that cannot be resolved between the Parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation may then be submitted to a court of competent jurisdiction in the County of Los Angeles, California.

10.5 <u>Attorney's Fees and Costs</u>. Each Party to this Agreement agrees to waive any entitlement of attorney's fees and costs incurred with respect to any dispute arising from this Agreement. The parties will each bear their own attorney's fees and costs in the event of any dispute.

11. Mortgagee Protection. This Agreement shall not prevent or limit the Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvements thereon by any mortgage, deed of trust or other security device. The City acknowledges that the lender(s) providing such financing ("Mortgagee") may require certain Agreement interpretations and agrees, upon request, from time to time, to meet with the Developer and representatives of such lender(s) to provide within a reasonable time period the City's response to such requested interpretations. The City will not unreasonably withhold its consent to any such requested interpretation, provided that such interpretation is consistent with the intent and purposes of this Agreement. Any Mortgagee of a mortgage or a beneficiary of a deed of trust or any successor or assign thereof, including, without limitation, the purchaser at a judicial or non-judicial foreclosure sale, or a person or entity who obtains title by deed-in-lieu of foreclosure on the Property shall be entitled to the following rights and privileges:

11.1 <u>Mortgage Not Rendered Invalid</u>. Neither entering into this Agreement nor a breach of or Default under this Agreement shall defeat, render invalid, diminish, or impair the priority of the lien of any mortgage or deed of trust on the Property made in good faith and for value. No Mortgagee shall have an obligation or duty under this Agreement to perform the Developer's obligations, or to guarantee such performance, prior to Mortgagee taking title to all or a portion of the Property.

11.2 <u>Request for Notice to Mortgagee</u>. The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, who has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive a copy of any Notice of Violation delivered to the Developer.

11.3 <u>Mortgagee's Time to Cure</u>. The City shall provide a copy of any Notice of Violation to the Mortgagee that has requested such copy within ten (10) days of sending the Notice of Violation to the Developer. The Mortgagee shall have the right, but not the obligation, to cure the specified breach for a period of sixty (60) days after receipt of such Notice of Violation, or such longer period of time as may be specified in the Notice. Notwithstanding the foregoing, if such breach shall be a breach which can only be remedied by such Mortgagee obtaining possession of the Property, or any portion thereof, and such Mortgagee seeks to obtain possession, such Mortgagee shall have until sixty (60) days after the date of obtaining such possession to cure or, if such breach cannot reasonably be cured within such period, to commence to cure such breach, provided that such breach is cured no later than one (1) year after Mortgagee obtains such possession of the Property.

11.4 <u>Cure Rights</u>. Any Mortgagee who takes title to all of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or a deed in lieu of foreclosure, shall succeed to the rights and obligations of the Developer under this Agreement as to the Property or portion thereof so acquired; provided, however, in no event shall such Mortgagee be liable for any breaches, Defaults, or monetary obligations of the Developer arising prior to acquisition of title to the Property by such Mortgagee, except that any such Mortgagee shall not be entitled to a new building permit or new occupancy certificate until all delinquent and current fees and other monetary or non-monetary obligations due under this Agreement for the Property, or portion thereof acquired by such Mortgagee, have been satisfied.

11.5 <u>Bankruptcy</u>. If any Mortgagee is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature of foreclosure by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceedings involving the Developer, the times specified in Section 10 above shall be extended for the period of the prohibition, except that any such extension shall not extend the term of this Agreement.

11.6 <u>Disaffirmation</u>. If this Agreement is terminated as to any portion of the Property by reason of (i) any Default, or (ii) as a result of a bankruptcy proceeding, <u>and</u> this Agreement is disaffirmed by a receiver, liquidator, or trustee for the Developer or its property, the City, if requested by any Mortgagee, shall negotiate in good faith with such Mortgagee for a new development agreement for the Project as to such portion of the Property with the most senior Mortgagee requesting such new agreement. This Agreement does not require any Mortgagee or the City to enter into a new development agreement pursuant to this Section.

12. <u>Estoppel Certificate</u>. At any time and from time to time, the Developer may deliver written notice to City and City may deliver written notice to the Developer requesting that such Party certify in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended, or if

amended, the identity of each amendment; and (iii) the requesting Party is not in breach of this Agreement, or if in breach, a description of each such breach. The Party receiving such a request shall execute and return the certificate within thirty (30) days following receipt of the notice. The failure of the City to deliver such a written notice within such time shall constitute a conclusive presumption against the City that, except as may be represented by the Developer, this Agreement is in full force and effect without modification, and that there are no uncured breaches or Defaults in the performance of the Developer. The Director shall be authorized to execute, on behalf of the City, any Estoppel Certificate requested by the Developer. City acknowledges that a certificate may be relied upon by successors in interest to the Developer who requested the certificate and by holders of record of deeds of trust on the portion of the Property in which that Developer has a legal interest.

#### 13. <u>Administration of Agreement</u>.

13.1 <u>Appeal of Staff Determinations</u>. Any decision by City staff concerning the interpretation or administration of this Agreement or development of the Property in accordance herewith may be appealed by the Developer to the Planning Commission, and thereafter, if necessary, to the City Council pursuant to the Gardena Municipal Code. The Developer shall not seek judicial review of any staff decision without first having exhausted its remedies pursuant to this Section. Final determinations by the City Council are subject to judicial review subject to the restrictions and limitations of California law.

Operating Memoranda. The provisions of this Agreement require a close degree of 13.2 cooperation between City and Developer. During the Term of this Agreement, clarifications to this Agreement and the Applicable Rules may be appropriate with respect to the details of performance of City and Developer. If and when, from time to time, during the term of this Agreement, City and Developer agree that such clarifications are necessary or appropriate, they shall effectuate such clarification through a memorandum approved in writing by City and Developer (the "Operating Memoranda"), which, after execution, shall be attached hereto and become part of this Agreement and the same may be further clarified from time to time as necessary with future written approval by City and the Developer. Operating Memoranda are not intended to and shall not constitute an amendment to this Agreement but are mere ministerial clarifications, therefore, public notices and hearings are not required. The City Attorney shall be authorized, upon consultation with, and approval of, the Developer, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment hereof which requires compliance with the provisions of Section 14 below. The authority to enter into such Operating Memoranda is hereby delegated to the Director, and the Director is hereby authorized to execute any Operating Memoranda hereunder without further City Council action.

13.3 <u>Certificate of Performance</u>. Upon the completion of the Project, or the completion of development of any parcel within the Project, or upon completion of performance of this Agreement or its earlier revocation and termination, the City shall provide the Developer, upon the Developer's request, with a statement ("Certificate of Performance") evidencing said completion or revocation and the release of the Developer from further obligations hereunder, except for any ongoing obligations hereunder. The Certificate of Performance shall be signed by

the appropriate agents of the Developer and the City and shall be recorded in the official records of Los Angeles County, California. Such Certificate of Performance is not a notice of completion as referred to in California Civil Code § 3093.

14. <u>Amendment or Termination by Mutual Consent</u>. Except as otherwise set forth herein, this Agreement may only be amended or terminated, in whole or in part, by mutual written consent of City and the Developer, and upon compliance with the provisions of Government Code § 65867.

#### 15. <u>Indemnification/Defense</u>.

15.1 Indemnification. The Developer agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of the Project, this Agreement, Developer's performance of this Agreement, and all procedures with approving this Agreement (collectively, "Discretionary Approvals"), except to the extent such is a result of the City's sole negligence or intentional misconduct. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Discretionary Approvals, Developer agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise, except to the extent such action is a result of the City's sole negligence or intentional misconduct. For purposes of this Section, "the City" includes the City of Gardena's elected officials, appointed officials, officers, consultants, and employees. Developer's indemnification obligation does not cover costs and/or liability resulting from thirdparty claims associated with the Display operations or advertising. As required by Section 5.2.7 of this Agreement, Developer shall name the City as an additional insured in its commercial liability policy to address any potential future claims related to operation of the Display.

15.2 <u>Defense of Agreement</u>. If the City accepts Developer's indemnification and defense as provided in Section 15.1 above, the City agrees to and shall timely take all actions which are necessary or required to uphold the validity and enforceability of this Agreement, the Discretionary Approvals, Project Approvals, Development Standards, and the Applicable Rules. This Section 15 shall survive the termination of this Agreement.

#### 16. <u>Cooperation in the Event of Legal Challenge</u>.

16.1 <u>Third-Party Challenges</u>. In the event of any administrative, legal, or equitable action or other proceeding instituted by any person or entity not a party to the Agreement challenging the validity of any provision of this Agreement, challenging any Approval, or challenging the sufficiency of any environmental review of either this Agreement or any Approval under CEQA (each a "Third-Party Challenge"), each party must cooperate in the defense of such Third-Party Challenge, in accordance with this Section. Developer agrees to pay City's costs of defending a Third-Party Challenge, including all court costs and reasonable attorney's fees expended by City (including the time and cost of the City Attorney) in defense of any Third-Party Challenge, as well as the time of City's staff spent in connection with such defense. Developer may select its own legal counsel to represent Developer's interests in any Third-Party Challenge at Developer's sole cost and expense. City agrees that it will not enter into a settlement agreement

to any Third-Party Challenge without Developer's written consent. Developer's obligation to pay City's costs in the defense of a Third-Party Challenge shall not extend to those costs incurred on appeal, if Developer notifies the City is writing that it does not wish to pursue the appeal.

16.2 <u>Third-Party Challenges Related to the Applicability of City Laws</u>. The provisions of this Section will apply only in the event of a legal or equitable action or other proceeding, before a court of competent jurisdiction, instituted by any person or entity not a party to the Agreement challenging the applicability to the Project or Property of a conflicting City Law (a "Third-Party Enforcement Action"):

16.2.1 In the event of a Third-Party Enforcement Action, City must: (i) promptly notify Developer of such action or proceeding; and (ii) stipulate to Developer's intervention as a party to such action or proceeding unless Developer has already been named as a respondent or real party in interest to such action or proceeding. In no event will City take any action that would frustrate, hinder, or otherwise complicate Developer's efforts to intervene, join or otherwise participate as a party to any Third-Party Enforcement Action. As requested by Developer, City must use its best efforts to ensure that Developer is permitted to intervene, join or otherwise participate as a party to any Third-Party Enforcement Action. If, for any reason, Developer is not permitted to intervene, join or otherwise participate as a party to this Agreement agree to cooperate, to the maximum extent permitted by law, in the defense of such action or proceeding. For purposes of this Section, the required cooperation between the parties includes, without limitation, developing litigation strategies, preparing litigation briefs and other related documents, conferring on all aspects of the litigation, developing settlement strategies, and, to the extent permitted by law, jointly making significant decisions related to the relevant litigation, throughout the course thereof.

16.2.2 City's costs of defending any Third-Party Enforcement Action, including all court costs, and reasonable attorney's fees expended by City (including the time and cost of the City Attorney) in defense of any Third-Party Enforcement Action, as well as the time of City's staff spent in connection with such defense (the "Enforcement Action Defense Costs"), will be paid in accordance with this Agreement. The Enforcement Action Defense Costs shall extend to, and Developer will be obligated to pay, any costs incurred on appeal unless Developer notifies the City in writing that it does not wish to pursue the appeal.

16.2.3 City must not enter into a settlement agreement or take any other action to resolve any Third Party Enforcement Action without Developer's written consent. City cannot, without Developer's written consent, take any action that would frustrate, hinder or otherwise prevent Developer's efforts to settle or otherwise resolve any Third-Party Enforcement Action.

16.2.4 Provided that City complies with this Section and provided that Developer is a party to the relevant Third-Party Enforcement Action, Developer agrees to be bound by any final judgment (i.e., following all available appeals) arising out of a Third-Party Enforcement Action and further agrees that no default under this Agreement will arise if such final judgment requires City to apply to the Project or Project Site a City Law that conflicts with Applicable Law or this Agreement.

17. <u>Time of Essence</u>. Time is of the essence for each provision of this Agreement of which time is an element.

18. <u>Effective Date</u>. This Agreement shall become operative on the date the Enabling Ordinance approving this Development Agreement becomes effective (the "Effective Date") pursuant to Government Code Section 36937.

19. <u>Notices</u>. Any notice that a party is required or may desire to give the other must be in writing and may be sent by: i) personal delivery; or ii) by deposit in the United States mail, postage paid, registered or certified mail, return receipt requested; or iii) by overnight delivery using a nationally recognized overnight courier, providing proof of delivery; or iv) by facsimile, evidenced by confirmed receipt; or v) by electronic delivery, evidenced by confirmed receipt, addressed as follows:

| If to City:      | City of Gardena<br>1700 W. 162 <sup>nd</sup> Street<br>Gardena, CA 90247<br>Attention: City Manager<br>Phone: 310-217-9503<br>E-mail: <u>cosorio@cityofgardena.org</u>  |
|------------------|---|
| With a Copy to:  | City of Gardena<br>1700 W. 162 <sup>nd</sup> Street<br>Gardena, CA 90247<br>Attention: Community Development Director<br>Phone: 310-217-9546<br>E-mail: <u>gmcclain@cityofgardena.org</u>                                 |
| With a Copy to:  | City Attorney's Office<br>1700 W. 162 <sup>nd</sup> Street<br>Gardena, CA 90247<br>Attention: Carmen Vasquez and Lisa Kranitz<br>Phone: 310-217-9503<br>E-mail: <u>lkranitzlaw@gmail.com</u><br><u>cv@jones-mayer.com</u> |
| If to Developer: | Din/Cal 4 Inc.<br>3411 Richmond Avenue, Suite 200<br>Houston, Texas 77046<br>Attention: Josh Vasbinder<br>Phone: 858-847-9311<br>E-mail: Josh.Vasbinder@tdc-properties.com  |
| With a Copy to:  | Armbruster Goldsmith & Delvac LLP<br>12100 Wilshire Boulevard, Suite 1600<br>Los Angeles, CA 90025  |

Attention: Dave Rand Phone: 310-209-8800 E-mail: dave@agd-landuse.com

Either City or Developer may change its mailing address at any time by giving written notice of such change to the other in the manner provided herein at least ten days prior to the date such change is affected. Any notice given by mail is deemed to have been given as of the date of delivery (whether accepted or refused) established by the United State Post Office, return receipt, or the overnight carrier's proof of delivery as the case may be. Notices given in any other manner are effective only if and when received by the party to be notified between the hours of 8:00 a.m. and 5:00 p.m., local time of the recipient, of any business day with delivery made after such hours deemed received the following business day.

20. <u>Entire Agreement</u>. This Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and supersedes in its entirety all prior agreements or understandings, oral or written. This Agreement shall not be amended, except as expressly provided herein.

21. <u>Waiver</u>. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar; nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless it is executed in writing by a duly authorized representative of the Party against whom enforcement of the waiver is sought.

22. <u>Supersession of Subsequent Laws of Judicial Action</u>. The provisions of this Agreement must, to the extent feasible, be modified or suspended as may be necessary to comply with any new law or decision issued by a court of competent jurisdiction, enacted or made after the effective date which prevents or precludes compliance with one or more provisions of this Agreement. Immediately after enactment of any such new law, or issuance of such decision, the parties must meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement.

23. <u>Severability</u>. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be effective to the extent the remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

24. <u>Relationship of the Parties</u>. Each Party acknowledges that, in entering into and performing under this Agreement, it is acting as an independent entity and not as an agent of any other Party in any respect. Nothing contained herein or in any document executed in connection herewith shall be construed as creating the relationship of partners, joint ventures or any other association of any king or nature between City and Developer, jointly or severally.

25. <u>No Third-Party Beneficiaries</u>. This Agreement is made and entered into for the sole benefit of the Parties and their successors in interest. No other person or party shall have any right of

action based upon any provision of this Agreement.

26. <u>Recordation of Agreement and Amendments</u>. This Agreement and any amendment thereof shall be recorded with the County Recorder of the County of Los Angeles by the City Clerk of City.

27. <u>Cooperation Between City and Developer</u>. City and Developer shall execute and deliver to the other all such other and further instruments and documents as may be reasonably necessary to carry out the purposes of this Agreement. Upon satisfactory performance by Developer, and subject to the continuing cooperation of the Developer, City will commence and in a timely manner proceed to complete all steps necessary for the implementation of this Agreement and development of the Project or Property in accordance with the terms of this Agreement.

28. <u>Rules of Construction</u>. The captions and headings of the various sections and subsections of this Agreement are for convenience of reference only, and they shall not constitute a part of this Agreement for any other purpose or affect interpretation of the Agreement. Should any provision of this Agreement be found to be in conflict with any provision of the Applicable Rules or the Project Approvals or the Future Approvals, the provisions of this Agreement shall control.

29. <u>Joint Preparation</u>. This Agreement shall be deemed to have been prepared jointly and equally by the Parties, and it shall not be construed against any Party on the ground that the Party prepared the Agreement or caused it to be prepared.

30. <u>Governing Law and Venue</u>. This Agreement is made, entered into, and executed in the County of Los Angeles, California, and the laws of the State of California shall govern its interpretation and enforcement. Any action, suit or proceeding related to, or arising from, this Agreement shall be filed in the appropriate court having jurisdiction in the County of Los Angeles.

31. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument.

32. <u>Weekend/Holiday Dates</u>. Whenever any determination is to be made or action to be taken on a date specified in this Agreement, if such date shall fall upon a Saturday, Sunday or holiday specified in Government Code § 6700, the date for such determination or action shall be extended to the first business day immediately thereafter.

33. <u>Not a Public Dedication</u>. Except as otherwise expressly provided herein, nothing herein contained shall be deemed to be a gift or dedication of the Property, or of the Project, or any portion thereof, to the general public, for the general public, or for any public use or purpose whatsoever, it being the intention and understanding of the Parties that this Agreement be strictly limited to and for the purposes herein expressed for the development of the Project as private property. The Developer shall have the right to prevent or prohibit the use of the Property, or the Project, or any portion thereof, including common areas and buildings and improvements located thereon, by any person for any purpose which is not consistent with the development of the Project. Any portion of the Property conveyed to the City by the Developer as provided herein shall be held and used by the City only for the purposes contemplated herein or otherwise provided in such conveyance,

and the City shall not take or permit to be taken (if within the power or authority of the City) any action or activity with respect to such portion of the Property that would deprive the Developer of the material benefits of this Agreement, or would in any manner interfere with the development of the Project as contemplated by this Agreement.

34. <u>Releases</u>. City agrees that upon written request of Developer and payment of all fees and performance of the requirements and conditions required by Developer by this Agreement, the City must promptly execute and deliver to Developer appropriate release(s) of further obligations imposed by this Agreement in form and substance acceptable to the Los Angeles County Recorder's Office or as otherwise may be necessary to affect the release.

35. <u>Consent</u>. Where the consent or approval of City or Developer is required or necessary under this Agreement, the consent or approval will not be unreasonably withheld, delayed or conditioned.

**IN WITNESS WHEREOF,** the Developer and the City of Gardena have executed this Development Agreement on the date first above written.

# <u>CITY</u>:

City of Gardena, a municipal corporation

By: \_\_\_

Tasha Cerda, Mayor

ATTEST:

Mina Semenza, City Clerk

APPROVED AS TO FORM:

By:\_\_\_

Carmen Vasquez, City Attorney

**DEVELOPER**:

Din/Cal 4, Inc.

By:\_\_\_

Josh Vasbinder

## EXHIBIT A

# **LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF GARDENA, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 14, 15, 16 AND 17 OF TRACT NO. 18493, IN THE CITY OF GARDENA, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 556, PAGES(S) 14 TO 16 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4060-004-039

EXHIBIT B

# SITE PLAN

#### **EXHIBIT C**

## ASSIGNMENT AND ASSUMPTION AGREEMENT

Recording Requested By and

When Recorded Mail To:

#### ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into by and among DIN/CAL 4, INC., a Texas corporation ("Assignor"), and, \_\_\_\_\_\_, a \_\_\_\_\_\_ ("Assignee").

### <u>RECITALS</u>

A. The City of Gardena ("City") and Assignor entered into that certain Revised and Restated Development Agreement dated \_\_\_\_\_\_, 20\_\_\_ (the "Development Agreement"), with respect to the real property located in the City of Gardena, State of California more particularly described in Exhibit "A" attached hereto (the "Project Site"), and

B. Assignor has obtained from the City certain development approvals and permits with respect to the development of the Project Site, including without limitation, approval of \_\_\_\_\_\_ for the Project Site (collectively, the "Project Approvals").

C. Assignor intends to sell, and Assignee intends to purchase, that portion of the Project Site more particularly described in Exhibit "B" attached hereto (the "Transferred Property").

D. In connection with such purchase and sale, Assignor desires to transfer all of the Assignor's right, title, and interest in and to the Development Agreement and the Project Approvals with respect to the Transferred Property. Assignee desires to accept such assignment from Assignor and assume the obligations of Assignor under the Development Agreement and the Project Approvals with respect to the Transferred Property.

THEREFORE, the parties agree as follows:

1. <u>Assignment</u>. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in and to the Development Agreement and the Project Approvals with respect to the Transferred Property. Assignee hereby accepts such assignment from Assignor.

2. <u>Assumption</u>. Assignee expressly assumes and agrees to keep, perform, and fulfill all the terms, conditions, covenants, and obligations required to be kept, performed, and fulfilled by Assignor under the Development Agreement and the Project Approvals with respect to the Transferred Property, including but not limited to those obligations specifically allocated to the Transferred Parcel as set forth on Exhibit "C" attached hereto.

3. <u>Effective Date</u>. The execution by City of the attached receipt for this Agreement shall be considered as conclusive proof of delivery of this Agreement and of the assignment and assumption contained herein. This Agreement shall be effective upon its recordation in the Official Records of Los Angeles County, California, provided that Assignee has closed the purchase and sale transaction and acquired legal title to the Transferred Property.

4. <u>Remainder of Project</u>. Any and all rights or obligations pertaining to such portion of the Project Site other than the Transferred Property are expressly excluded from the assignment and assumption provided in Sections 1 and 2 above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth next to their signatures below.

"ASSIGNOR"

[DEVELOPER]

"ASSIGNEE"

[\_\_\_\_\_]

# RECEIPT BY CITY

The attached ASSIGNMENT AND ASSUMPTION AGREEMENT is received by the City of Gardena on this \_\_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_\_.

| CITY OF GARDENA                       |
|---------------------------------------|
|                                       |
|                                       |
|                                       |
| By:<br>Community Development Director |
| Community Development Director        |
|                                       |

# [EXHIBITS "A" THROUGH "C" TO BE ADDED AT EXECUTION]

## EXHIBIT D

# LOCAL HIRING/LOCAL BUYING PROGRAM FOR CONSTRUCTION

<u>Local Hiring Policy for Construction</u>. Developer shall implement a local hiring policy (the "Local Hiring Policy") for construction of the Project, consistent with the following guidelines:

- 1. <u>Purpose</u>. The purpose of the Local Hiring Policy is to facilitate the employment by Developer and its contractors at the Project of residents of the City of Gardena (the "Targeted Job Applicants"), and in particular, those residents who are "Low-Income Individuals" (defined below) by ensuring Targeted Job Applicants are aware of Project construction employment opportunities and have a fair opportunity to apply and compete for such jobs.
- 2. <u>Definitions</u>.
  - a. "Contract" means a contract or other agreement for the providing of any combination of labor, materials, supplies, and equipment to the construction of the Project that will result in On-Site Jobs, directly or indirectly, either pursuant to the terms of such contract or other agreement or through one or more subcontracts.
  - b. "Contractor" means a prime contractor, a sub-contractor, or any other entity that enters into a Contract with Developer for any portion or component of the work necessary to construct the Project (excluding architectural, design and other "soft" components of the construction of the Project).
  - c. "Low Income Individual" means a resident of the City of Gardena whose household income is no greater than 80% of the Median Income.
  - d. "Median Income means the median family income published from time to time by HUD for the Los Angeles-Long Beach Metropolitan Statistical Area.
  - e. "On-Site Jobs" means all jobs by a Contractor under a Contract for which at least fifty percent (50%) of the work hours for such job requires the employee to be at the Project site, regardless of whether such job is in the nature of an employee or an independent contractor. On-Site Jobs shall not include jobs at the Project site which will be performed by the Contractor's established work crew who have not been hired specifically to work at the Project site.
- 3. <u>Priority for Targeted Job Applicants</u>. Subject to Section 6 below in this Local Hiring Policy provides that the Targeted Job Applicants shall be considered for each On-Site Job in the following order of priority:
  - a. <u>First Priority</u>: Any resident of a household with no greater than 80% Median Income that resides within the Low and Moderate Income Areas identified in the City of Gardena's Housing Element;

- b. <u>Second Priority</u>: Any resident of a household with no greater than 80% Median Income that resides within the City; and
- c. <u>Third Priority</u>: Any resident of a household with no greater than 80% Median Income that resides within a five (5) mile radius of the project site.
- d. <u>Fourth Priority</u>: Any resident of a household that resides within the City or a five (5) mile radius of the project site.
- 4. <u>Coverage</u>. The Local Hiring Policy shall apply to all hiring for On-Site Jobs related to the construction of the Project, by Developer and its Contractors.
- 5. <u>Outreach</u>. So that Targeted Job Applicants are made aware of the availability of On-Site Jobs, Developer or its Contractors shall:
  - a. Advertise available On-Site Jobs in the Gardena Valley News or similar local media and electronically on a City-sponsored website, if such a resource exists; and
  - b. Work with the South Bay Workforce Investment Board to coordinate recruiting and hiring of workers needed for development and operations of the project.
- 6. <u>Hiring</u>. Developer and its contractor(s) shall consider in good faith all applications submitted by Targeted Job Applicants for On-Site Jobs, in accordance with their normal practice to hire the most qualified candidate for each position and shall make a good faith effort to hire Targeted Job Applicants when most qualified or equally qualified as other applicants. The City acknowledges that the Contractors shall determine in their respective subjective business judgment whether any particular Targeted Job Applicant is qualified to perform the On-Site Job for which such Targeted Job Applicant has applied. Contactors are not precluded from advertising regionally or nationally for employees in addition to its local outreach efforts.
- 7. <u>Term</u>. The Local Hiring Policy shall continue to apply to the construction of the Project until the final certificate of occupancy for the Project has been issued by the City.
- 8. <u>Developer and its contractor(s) shall abide by all applicable State and local labor</u> regulations.

Local Buying Program for Materials and Supplies.

- 1. <u>Local Supplier Requirements.</u> Developer and its contractors shall use best faith efforts to ensure that materials and supplies used for construction of the project come from businesses based in the City of Gardena whenever possible.
  - a. Developer and its contractors shall coordinate with the City's Economic Development Manager to obtain a list of suppliers in the City.

- b. Developer and its contractors shall solicit bids from suppliers located in the City, but nothing shall require Developer and its contractors to purchase from such supplier if it is not the lowest bid.
- 2. Local Supplier Report. Developer shall prepare a quarterly report for the City's Economic Development Manager which shall quantify in dollar amount the materials and supplies procured from businesses based in the City of Gardena and the amount of material and supplies procured elsewhere. The report shall include a description of efforts made to procure materials and supplies from Gardena businesses.