

PLANNING AND ENVIRONMENTAL QUALITY COMMISSION

Regular PEQC Meeting Notice and Agenda

Website: www.cityofgardena.org

Tuesday, July 20, 2021 - 7:00 PM

1700 W. 162nd Street, Gardena, California

In order to minimize the spread of the COVID 19 virus Govenor Newsom has issued Executive Orders that temporarily suspend requirements of the Brown Act. Gardena Commission Members may attend this meeting telephonically.

The City of Gardena, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office by phone (310) 217-9565 or email publiccomment@cityofgardena.org at least 24 hours prior to the scheduled general meeting to ensure assistance is provided. Assistive listening devices are available.

The City of Gardena thanks you in advance for taking all precautions to prevent spreading the COVID 19 virus.

STANDARDS OF BEHAVIOR THAT PROMOTE CIVILITY AT ALL PUBLIC MEETINGS

- Treat everyone courteously;
- Listen to others respectfully;
- Exercise **self-control**;
- Give open-minded consideration to all viewpoints;
- Focus on the issues and avoid personalizing debate; and
- Embrace respectful disagreement and dissent as democratic rights, inherent components of an inclusive public process, and tools for forging sound decisions.

Thank you for your attendance and cooperation.

PARTICIPATE DURING THE MEETING VIA ZOOM

Join Zoom Meeting Via the Internet or Via Phone Conference

- Direct URL: https://us02web.zoom.us/j/85142469034
- Phone number: US: +1 669 900 9128, or +1 346 248 7799 or +1 253 215 8782 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799
- International numbers available: https://us02web.zoom.us/u/kbyauD47m
- Meeting ID: 851 4246 9034

1. CALL MEETING TO ORDER

2. ROLL CALL

- 1. Steve Sherman
- 2. Deryl Henderson

- 3. Stephen Langley
- 4. Dale Pierce
- 5. Jules Kanhan

3. APPROVAL OF MINUTES

3.A JUNE 15, 2021 21_06_15 PCMIN.pdf

3.B JULY 6, 2021 21_07_06 PCMIN.pdf

4. ORAL COMMUNICATIONS

This is the time where the public may address the Planning Commission on items that are not on the agenda, but within the Planning Commission's jurisdiction. Comments should be limited to three minutes.

5. **PUBLIC HEARING ITEMS**

5.A Environmental Assessment #4-21, Site Plan Review #2-21, Vesting Tentative Map #1-21

A request for approval of a site plan review and vesting tentative map for the construction of 30 attached condominium townhomes in six buildings on a 0.9-acre lot located in the High Density Multiple-Family Residential zone (R-4) per section 18.44.010 and Title 17 of the Gardena Municipal Code. The project will include three affordable units and requesting of a density bonus, waiver, and parking reductions as provided by State Law and Chapter 18.43 of the Gardena Municipal Code. The project is exempt from CEQA.

APPLICANT: Mitch Gardner, G3 Urban Inc.

LOCATION: 15717 and 15725 S. Normandie Avenue (APNs: 6105-009-008, 009)

Staff Report.pdf

Resolution No. PC 9-21.pdf

Exhibit A - Conditions of Approval.pdf

Exhibit B - Architectural Plans.pdf

Exhibit C - Vesting Tentative Map #83318 (TM #1-21).pdf

Exhibit D - Affordable Housing Agreement.pdf

5.B Zone Code Amendment #4-21

A Resolution recommending the City Council adopt Ordinance No. 1832 to amend Gardena Municipal Code Chapter 18.40 relating to parking and loading to permit offsite parking, street parking, and tandem parking with a conditional use permit in certain circumstances.

Staff Report.pdf PC Resolution No. 10-21.pdf Draft Ordinance 1832.pdf

6. COMMUNITY DEVELOPMENT DIRECTOR'S REPORT

6.A Public Inquiry on 2524 Marine Avenue

CDD Directors Report.pdf

7. PLANNING & ENVIORNMENTAL QUALITY COMISSIONERS' REPORTS

8. ADJOURNMENT

The Planning and Environmental Quality Commission will adjourn to the next meeting at 7:00 PM on August 3, 2021.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted in the City Hall lobby not less than 72 hours prior to the meeting. A copy of said Agenda is available on our website at www.CityofGardena.org.

Dated this 16th day of July 2021.

/s/ GREGORY MCCLAIN
GREGORY MCCLAIN,
Interim Community Development Director

CITY OF GARDENA PLANNING AND ENVIRONMENTAL QUALITY COMMISSION STAFF REPORT

RESOLUTION NO. PC 9-21 ENVIRONMENTAL ASSESSMENT #4-21 SITE PLAN REVIEW #2-21 VESTING TENTATIVE MAP NO. 83318 (VTM #1-21) APNS: 6105-009-008, 009 AGENDA ITEM #5.A

DATE: July 20, 2021

TO: Chair Langley and Members of the Planning and Environmental

Quality Commission

FROM: Gregg McClain, Interim Community Development Director

CASE PLANNER: Amanda Acuna, Senior Planner

APPLICANT: G3 Urban Inc.

LOCATION: 15717 & 15725 S. Normandie Avenue

REQUEST: The applicant is requesting a site plan review and vesting tentative

map approval for the construction of 30 attached condominium townhomes in six buildings on a 0.9-acre lot located in the High Density Multiple-Family Residential zone (R-4) per section 18.44.010 and Title 17 of the Gardena Municipal Code. The project will include three affordable units and requesting of a density bonus, waiver, and parking reductions as provided by State Law and Chapter 18.43 of the Gardena Municipal Code. The project is exempt from CEQA.

BACKGROUND AND PROJECT SETTING

On March 11, 2021, G3 Urban Inc. submitted an application for a Site Plan Review and a Vesting Tentative Map to develop 30 residential condominium units on the property at 15717 and 15725 South Normandie Avenue, in the High Density Multiple-Family Residential (R-4) zone. The project will include three affordable units which qualifies for increased density and some relief from local regulations via concessions and waivers.

The project was noticed on June 24, 2021, for a public hearing on July 6, 2021. On July 6, 2021, the Planning Commission opened the public hearing and continued the item to the July 20, 2021, meeting.

The property consists of approximately 0.91 acres of land consisting of two parcels located at 15717 and 15215 South Normandie Avenue (Figure 1 – Vicinity Map). The site's topography is relatively flat, and the dimensions are approximately 125 by 311 feet.

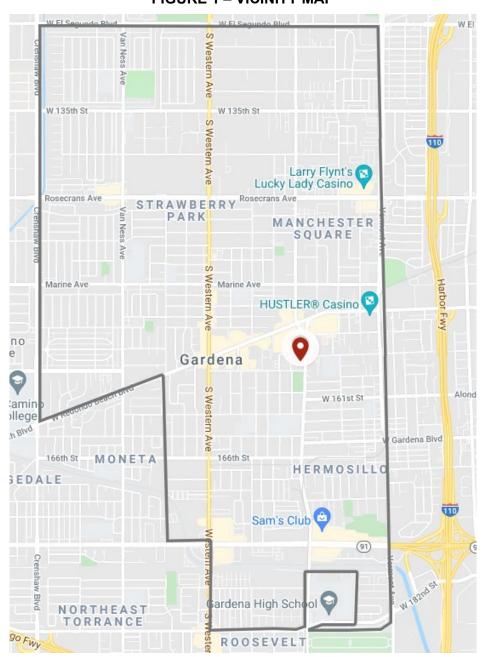


FIGURE 1 - VICINITY MAP

The property is on the west side of Normandie Avenue between Redondo Beach Boulevard to the north and West 160th Street to the south and is currently developed with an appliance sales and repair store with associated warehouse, sheds, and parking lot. The property is designated in the Land Use chapter of the General Plan as High Density

Residential and is in the R-4 zone. It is surrounded by R-4 to the north and south, and Medium Density Multiple-Residential (R-3) zoning to the west and east across Normandie Avenue (Figure 2 – Zoning Map). Surrounding properties are a mix of residential and religious structures. The site is near several local service facilities and Mas Fukai Park.



FIGURE 2 - ZONING MAP

PROJECT DESCRIPTION

The applicant is proposing to demolish all existing structures and develop 30 residential townhomes, including three affordable units. The townhomes will consist of eight floor plans ranging from studios to four-bedroom units. Parking is provided through single and two car garages, with open parking spaces for guests. The proposed structural design is modern and utilizes a consistent palette of materials and textures. Linear paseos are proposed between the buildings and along the property perimeters. Private open space will be provided on second story covered patios.

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There are five separate buildings being proposed. At the western edge of the property is an 8-plex building that will contain two studio units, two 1-bedroom units, and four 2-bedroom units. Upon entry into the project there are two 6-plex buildings on the north and south sides. Each one of the buildings will contain three 2-bedroom units, two 3-bedroom units, and one 4-bedroom unit. To the east of these building on either side of the driveway are 5-plex buildings, with each one containing two 2-bedroom units, two 3-bedroom units and one 4-bedroom unit. The total area for these buildings is 54,840 square feet.

The project's density and development standards are based on the Density Bonus law, consistent with Gardena Municipal Code Chapter 18.43 and California Government Code section 65915. These provisions allow an increase in density, a concession and waiver of development standards, and reduced parking requirements.

The project requires approval of a site plan review and vesting tentative map approval per Gardena Municipal Code (GMC) section 18.44.010.E and Chapter 17.08. Staff recommends the Planning and Environmental Quality Commission approve the site plan review and vesting tentative map. The analysis below supports the findings set forth in the accompanying resolution.

SITE PLAN REVIEW

Per GMC Section 18.44.010.E, site plan review is required for all new multifamily developments of four units or more. Site plans may be approved where the Commission finds that the proposed development, including the uses and physical design are consistent with the general plan and municipal code and that the development will not adversely affect the orderly and harmonious development of the area and the general welfare of the City. Therefore, the following analysis is presented to describe the proposed project and any anticipated effects it may have on other properties in the vicinity and the City as a whole.

DEVELOPMENT STANDARDS

The proposed structures comply with the development standards of the R-4 zone except as modified in accordance with the Density Bonus law. In particular, density, open space and parking are modified or waived as discussed below. The complete comparison of the project to GMC development standards can be found at the back of this report in Appendix A.

Vehicular access will be from Normandie Avenue through a driveway in the center of the site leading to the garages and guest parking spaces. Pedestrian access will be provided by a newly replaced sidewalk along Normandie Avenue. Pedestrian circulation throughout the property will be facilitated by landscaped paseos that lead to the front entrances of each unit. All walkways, communal areas, and parking will be adequately lit. All exterior lighting is designed to contain direct illumination on-site, thereby preventing light spillover onto adjoining properties.

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RESIDENTIAL DESIGN CRITERIA

The proposed project is of modern design that articulates the different parts of the building through changes in planes, materials, and colors. Varied rooflines and wall offsets reduce the perceived mass of the buildings. The buildings will be finished in smooth stucco in light neutral colors, wood veneer sidings in pop outs on the second and third floors, and stone veneer on the first floor. A decorative block wall along the perimeters of the property that is architecturally consistent with the proposed structures is also proposed. The parking garages will also be architecturally compatible.

The project complies with the residential design criteria set forth in GMC section 18.42.095 regarding scale and massing, architectural detailing, rooflines, garage driveways and parking, walls and fencing, and material, colors, and textures. GMC section 18.42.095.B requires all new homes and multi-unit dwellings to provide primary entrances and doorways oriented toward the street, rather than away from the street, to the greatest extent feasible. Due to the increased density allowed by the availability of affordable units and other constraints of the site, the distribution of the electrical services is required at the Normandie Avenue street elevation, thus precluding the ability to provide front door entrance on the street side. However, to help mitigate this situation at the Normandie Avenue street elevation the applicant will provide additional windows and enhanced building materials on this elevation.

DENSITY BONUS

The applicant agreed to provide three affordable, low-income units. Under Density Bonus Law (Government Code § 65915), three affordable units on this development qualifies for increased density and some relief from local regulations via concessions and waivers.

The amount of the density bonus is set on sliding scales based upon the percentage of affordable units at each income level. In addition to the density bonus, the applicant is entitled to a certain number of concessions which allow for reduction in development standards or modification of the Zoning Code. The number of concessions allowed is also based on the percentage of affordable units and at which income level. The applicant may also request to have certain development standards waived if meeting those standards would physically prevent the project from being built at the permitted density. Lastly, upon the developer's request, the City may not require more than the parking ratios as set forth in Density Bonus Law.

Density Bonus Law encourages the development of affordable units and is intended to help make the development of affordable housing economically feasible. Density Bonus Law is a state mandate, therefore, a developer who meets the requirements of the law is entitled to receive the density bonus and other benefits as a matter of right.

The following is a breakdown of the Density Bonus calculation for this project.

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Density Bonus Calculations

The project is in the R-4 zone which allows for a maximum of 27 units per acre for a property between one-half and one-acre. With a project size of 0.9 acres, a maximum of 25 units are allowed on the property. However, under the Density Bonus Law, when a developer provides 10% of the units for low-income housing, the project is entitled to a 20% density bonus, and then another 1.5% for every 1% above the 10% threshold – up to a maximum of a 35% density bonus.

The applicant's proposal includes 12% affordable units. Therefore, the applicant is entitled to a 23% bonus, entitling them to build an additional 6 units for a total of 31 units (Table 2 – Summary). The applicant is only proposing to develop 30 units and is compliant with the density requirements.

Concession/Waiver

A project that provides 10% of the units for low-income households is entitled to one incentive or concession. A concession or incentive is a reduction in site development standards, modification of zoning code requirements, or architectural design requirements that results in identifiable and actual cost reductions to provide for affordable housing.

The applicant asked for a concession on open space development standards, but the request is more appropriately processed as a waiver. In addition to concessions and incentives, the City cannot apply any development standard that will have the effect of physically precluding the construction of an affordable housing development.

Under the R-4 zoning, the development would be required to provide a total of 9,000 square feet of open space. The development plans indicate only 6,908 square feet of open space is being provided. The City may only deny a waiver if it finds that there is substantial evidence: 1) it would have a specific, adverse impact upon the public health or safety which cannot be mitigated; 2) it would have a specific adverse impact on the physical environment which cannot be mitigated; 3) it would have a specific adverse impact on historical property; or 4) it would be contrary to law.

Requiring the development to meet the required open space standard would physically preclude the project at the approved density so a waiver of open space requirements should be granted.

Parking

Under Density Bonus Law, the project is eligible for the following parking ratios per unit, including guest parking:

- 0-1 bedroom 1 parking space
- 2-3 bedrooms 1.5 parking space

• 4 bedrooms – 2.5 parking spaces

The project consists of four studio and one-bedroom units (4 spaces); 22 two- and three-bedroom units (33 spaces); and four 4-bedroom units (10 spaces). Accordingly, the City may only require a total of 47 parking spaces. Without the affordable units and allowed density bonus, the project would have been required to provide 63 parking spaces under the City's parking provisions. The project plans show a total of 67 parking spaces.

The two studio units will have one opened parking spot assigned to each of them. One-bedroom units will have a one-car garage space, and all other units will have attached two-car garages, some side by side and others provided through tandem, which is allowed in the R-4 zone. Guest parking spaces are distributed throughout the development and away from public view.

Table 2 - Density Bonus Summary

R-4 Density (for lots 0.5 - 1 acre)	27 du/ac	
Lot Size	0.9 ac	
Maximum Units (27 x 0.9 = 24.3)	25 (rounded up)	
Percentage of Low-Income Units	12%	
Proposed Low-Income Units (25 x 12% = 3)	3 (out of 25)	
Density Bonus for 12% Low-Income	23% (from table in GMC 18.43.040.A)	
Density Bonus Units (25 x 23% = 5.75)	6	
Total units (25 original + 6 bonus units)	31 (including 3 affordable, 6 bonus)	
Waiver (1 requested)	Reduction in private open space	
Parking Reduction	Eligible but not requested	

^{*} It should be noted that under Density Bonus Law <u>all</u> density calculations resulting in fractional units shall be separately rounded up to the next whole number.

Affordable Housing Agreement

As mentioned above, the project contains three affordable units that will be available for low-income households subject to a 30-year term of affordability. The marketing of the units will initially focus on local residents. If there are more qualified applicants than units, buyers will be selected by lot. The requirement for affordable housing and the entering into of the agreement is a condition of the site plan review approval.

GENERAL PLAN CONSISTENCY

The General Plan land use designation for the subject property is High-Density Residential. This land use designation is intended to provide high-quality, compact, multiple-family living environments. The applicant is proposing a high-quality development that will create a walkable, residential community and provide a range of housing options from studios to 4-bedroom units.

Allowing the 30-unit townhome project would be consistent with various goals and policies of the General Plan as shown in the following tables.

Table 3 – General Plan Consistency

Table 3a – Land Use

<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.	The project design is of high-quality, with well-articulated buildings that incorporate a variety of building materials, textures, and colors to create an attractive development.
LU 1.4: Locate new medium- and high- density residential developments near neighborhood and community shopping centers with commensurate high levels of community services and facilities.	The project is a high-density residential development located in an area of the city, with close proximity to community shopping centers and public facilities.
LU 1.6: Ensure residential densities are compatible with available public service and infrastructure systems.	The project received will-serve letters from the utilities. Police and Fire both reviewed the plans and did not indicated there will be any issues with providing services.

Table 3b – Community Design

DS Goal 2 Enhance the aesthetic quality of the residential neighborhoods in the City.	
DS 2.3: Encourage a variety of architectural styles, massing, floor plans, color schemes, building materials, façade treatments, elevation and wall articulations.	The buildings are well-articulated and incorporate a variety of building materials, textures, and colors.
DS 2.10: Provide landscape treatments (trees, shrubs, groundcover, and grass areas) within multi-family development projects in order to create a "greener"	The project provides common open space in the form of landscaped paseos and private open space in the form of second story covered decks. Various plants and shrubbery will be placed in the front yard setback that

environment for residents and those viewing from public areas.	fronts Normandie Avenue enhancing the overall public view of not only the subject property, but the overall neighborhood.	
DS 2.11: 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.	The project provides common open space in the form of landscaped paseos.	
DS 2.13: Encourage lot consolidation for multi-family development projects in order to produce larger sites with greater project amenities.	The project consolidates two parcels of nonconforming commercial and industrial development.	
DS Goal 7 Utilize extensive landscaping to b	peautify Gardena's streets and sidewalks.	
DS 7.5: Underground electric and communication lines.	Utilities will be underground on-site.	
Table 3c – Circulation Plan		

CI 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.

CI 1.1: 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 multimodal transportation networks, with the goal of reducing air pollution and greenhouse gas emissions, thereby improving the health and quality of life for residents.

The project is an infill project in a high-quality transit area.

<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.

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

As a condition of approval, the applicant will be required to replace the sidewalk in front of the project site.

Table 3d – Open Space Plan

OS Goal 1 Maintain and upgrade the existing parks and recreation facilities to meet the needs of all residents.

OS 1.7: Promote creative financing mechanisms to fund the development and maintenance of parks and recreation programs, such as State grant funds, park inlieu fees, and public-private partnerships.

The project will require payment of park inlieu fees in the amount of \$270,000.

Table 3e - Conservation Plan

CN Goal 2 Conserve and protect groundwater supply and water resources.

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

The project will be conditioned to insure that the landscape and irrigation plans comply with the State's Water Efficient Landscape Guidelines.

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

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

The Applicant will be required to 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.

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

CN 4.2: Require compliance with Title 24 regulations to conserve energy.

The project will be conditioned to comply with the current California Building Code, which includes Part 6 – Energy and Part 11 – CalGreen.

Table 3f - Public Safety Plan

PS Goal 1 Maintain a high level of fire and police protection for residents, businesses, and visitors.

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

The project plans were routed to the Gardena Police Department and Los Angeles County Fire Department for review and comment.

PS Goal 2 Protect the community from dangers associated with geologic instability	,
seismic hazards and other natural hazards.	

PS 2.3: Require compliance with seismic safety standards in the Unified Building Code.	The project will be conditioned to comply with the current California Building Code relating to seismic safety.
PS 2.4: Require geotechnical studies for all new development projects located in an Alquist-Priolo Earthquake Fault Zone or areas subject to liquefaction.	The applicant is required to submit and comply with a Geotechnical investigation.

Table 3g - Noise Plan

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

N 3.1: Require compliance with a quantitative noise ordinance based on the Model Noise Ordinance developed by the (now-defunct) State of California Office of Noise Control.	The project will be conditioned to show compliance with interior noise standards.
N 3.2: Require compliance with noise regulations. Review and update Gardena's policies and regulations affecting noise.	The project will be conditioned to show compliance with interior noise standards.
N 3.3: Require compliance with construction hours to minimize the impacts of construction noise on adjacent land.	The project will be conditioned to comply with the City's hours of construction. Additionally, the project is conditioned on implementing noise reduction methods.

Table 3h – Housing Element

GOAL 2.0 Provide opportunity for increasing the supply of affordable housing within the City, with special emphasis on housing for special needs groups.

Policy 2.2: Provide incentives for new
housing construction, to encourage the
production of affordable units. Encourage
provision of units with 3 or more bedrooms to
provide adequately sized housing for large
families.

The project will create a new 30-unit residential townhome project with a variety of floor plan types ranging from studio to 4-bedroom and include three affordable housing units.

Therefore, upon approval of the site plan review and issuance of the conditions of approval, the project will not change the character of the community and be consistent with the Gardena Municipal Code and General Plan.

VESTING TENTATIVE MAP NO. 83318 (VTM #1-21)

The purpose of a tentative map review is to identify conditions that should be applied to ensure that each parcel is designed so as to comply with the State Subdivision Map Act and good design practice. A vesting tentative map confers a vested right to proceed with development in substantial compliance with the ordinances, policies, and standards in effect at the time the vesting map is deemed complete. As stated above, the applicant proposes a vesting tentative map for the development of the thirty-unit condominium townhome project. The map consolidates two lots and allows development of the 30 condominium units.

In accordance with the City of Gardena General Plan, including the Open Space Plan, and in accordance with the Subdivision Map Act, specifically Government Code Section 66477, the City of Gardena requires either the dedication of land, the payment of in-lieu fees, or a combination of both for the park or recreational purposes as a condition of the approval of a tentative or parcel map for residential subdivisions. In accordance with Resolution No. 6433, the applicant will be required to pay a total of \$10,000 per unit except for the affordable units. Total in lieu park fee for this project is \$270,000. Payment will be paid in full to the City prior to final map recordation.

The condominium development will be regulated by specific covenants, conditions and restrictions (CC&Rs) that are enforced by a homeowners association. The condominium owners will have mutual ownership of the common areas within the development, and individual ownership of the air space occupied by each unit. These areas will be delineated on a condominium plan, which will be filed with the Department of Real Estate.

The State Subdivision Map Act includes a list of grounds for denial; if any one of the findings is made, the map must be denied:

- The map and design and improvement of the proposed subdivision is not consistent with applicable general and specific plan (§ 66474; § 66473.5)
 - The Land Use Plan designates the project site as High Density Residential. The proposed project will involve 30 townhome units that will be consistent with the following goals and policies of the General Plan: LU Policy 1.1, LU Policy 1.4, DS Policy 2.13, DS 3.5, CN Goal 2, and CN Goal 3 as indicated above. There are no applicable Specific Plans.
- The site is not physically suitable for the type or density of development (§ 66474)
 - The property is 0.9 acres in a highly urbanized area and is essentially flat.
- The design of the subdivision or the proposed improvements are likely to cause serious public health problems, substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat (§ 66474)

The property is currently developed with an appliance sales and repair store with an associated warehouse, storage sheds, and an parking lot. There is no suitable habitat for fish, or wildlife in the area which will be harmed by the project. The proposed residential development, by its nature, is not expected to create environmental or public health problems.

The design of the subdivision or type of improvements will conflict with public access easements (§ 66474).

The subdivision was designed to not interfere with any easements. The development will be set back nine feet from the overhead powerlines located to the west end of the property.

The design of the subdivision does not provide for, to the extent feasible, future passive or natural heating and cooling opportunities (§ 66474.5).

During winter, a north-south alignment of parcels provides for southern exposure to the winter path of the Sun. During the summer, the general direction of the prevailing winds can be expected to allow the development to benefit from natural and passive cooling opportunities.

Additionally, all buildings will comply with Title 24 requirements, including Cal Green standards, as adopted by the City, which will require each unit to provide a right-sized photovoltaic system.

With the conditions of approval and approval of the associated entitlements, the project and project design will be consistent with the General Plan and the State Subdivision Map Act as supplemented by Title 17 of the Gardena Municipal Code.

ENVIRONMENTAL REVIEW

The project is an infill development project under Class 32 of the CEQA Guidelines. As demonstrated above, it is consistent with the applicable general plan designation of high density residential, consistent with applicable general plan policies, and also consistent with the R-4 zoning designation and applicable requirements. The project is within City limits, on a site less than 5 acres, and surrounded by urban uses. As a site that has already been developed in a City, it has no habitat value for any endangered, rare or threatened species. The site can also be adequately served by all required utilities and public services.

Approval of the project will not result in any significant effects relating to traffic, noise, air quality, or water quality. The project lies within a high-quality transit area and is thus screened out of the requirement for a VMT analysis for traffic issues. Similar type of developments by the applicant for more than three times the number of units was determined to have a less than significant impact for air quality and the results for this project would be even less. The project will not have any water quality impacts as it is required to comply with all applicable regulations. The Gardena Municipal Code exempts

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construction noise provided that the construction take place within the specified hours. As the project will be conditioned to comply with construction hours, construction noise will not exceed noise standards. A 30-unit residential project would not exceed operational noise limits.

The project is not subject to any of the exceptions for exemption under Section 15300.2 of the California Environmental Quality Act. The location of the project is predominantly urban and not considered a sensitive environment; therefore, the project will not result in any significant impacts that may otherwise occur in a sensitive environmental area. The cumulative impact of this project, and the approval of other projects like it in the vicinity, is not expected to have any significant environmental impact. Not only would the project not have any significant effects, but there are no unusual circumstances applicable to this project site. The project is not located along any state designated scenic highway nor within any designated hazardous waste site. There are no historical resources which would be impacted. Staff does not expect any significant impacts or unusual circumstances related to the approval of this project. Therefore, the project is categorically exempt from CEQA.

RECOMMENDATION

Staff recommends the Planning and Environmental Quality Commission:

- 1. Receive staff report;
- 2. Conduct Public hearing to receive testimony from the public; and
- 3. Adopt Resolution No. PC 9-21 approving Site Plan Review #2-21 and Vesting Tract Map #1-21, subject to the attached conditions of approval, and directing staff to file a Notice of Exemption.

ATTACHMENTS

Resolution No. PC 9-21

Exhibit A – Conditions of Approval

Exhibit B – Architectural Plans

Exhibit C – Vesting Tentative Map #83318 (VTM #1-21)

Exhibit D - Affordable Housing Agreement and attachments

APPENDIX A: DEVELOPMENT STANDARDS FOR THE R-4 ZONE AND PROJECT COMPARISON

Development Standard	R-4 Zone Requirement	Project Proposal	Project Compliant?
Minimum Lot Area	5,000 sf	0.9 ac	Yes
Minimum Lot Width	50 ft.	125 ft	Yes
Minimum Lot Depth	80	311	Yes
Minimum Unit Sizes	1 Bd: 600 sf	691 sf	
(Not applicable to	2 Bds: 800	1,255-1,284 sf	Yes
affordable units with housing agreement)	3 or more Bds: 1,000	1,502-1,901 sf	
Donoity	20-27 du/acre	31	Yes
Density	20-27 du/acre	25 + 6 bonus units	165
Building Height	40 ft/4 stories	37 ft/3 stories	Yes
Setback			
Front	15 ft	15 ft	Yes
Side	5 ft	8 ft	res
Rear	5 ft	9 ft	
Distance Between Buildings	6 ft or 10 ft (depends on openings)	7, 10, or 11 ft.	Yes
Minimum Open Space	300 sf/du = 9,000 sf	6,908	Waiver
Maximum Fence Height	7 ft	7 ft	Yes
Refuse areas	Two bins in garage	Two bins in garage	Yes
Parking	63	67 (47 required)	Yes
Storage space	120 cf/unit	120 cf/unit	Yes

RESOLUTION NO. PC 9-21

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDENA, CALIFORNIA, APPROVING SITE PLAN REVIEW #2-21 AND VESTING TENTATIVE MAP #2-21 FOR THE CONSTRUCTION OF 30 ATTACHED CONDOMINIUM TOWNHOMES IN SIX BUILDINGS ON A 0.9-ACRE LOT LOCATED IN THE HIGH-DENSITY MULTIPLE-FAMILY RESIDENTIAL ZONE (R-4) PER SECTION PER SECTION 18.44.010 AND TITLE 17 OF THE GARDENA MUNICIPAL CODE (15717 & 15725 S. NORMANDIE AVENUE) (APN: 6105-009-008, 009)

THE PLANNING COMMISSION OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. RECITALS

- A. On March 11, 2021, G3 Urban Inc., the Applicant, submitted an application for a Site Plan Review and a Vesting Tentative Map to develop 30 residential units, including three affordable low-income units (the "Project"), located at 15717 and 15725 S. Normandie Avenue, comprising of 0.9 gross acres (the "Property");
- B. The General Plan land use designation is High-Density Residential and the project site zoning is High-Density Multi-Family Residential (R-4);
- C. The subject Property is bounded by R-4 to the north and south, and Medium Density Multiple-Residential (R-3) zoning to the west and east across Normandie Avenue;
- D. On June 24, 2021, a public hearing was duly noticed for the Planning and Environmental Quality Commission meeting for July 6, 2021;
- E. On July 6, 2021, The Planning Commission opened and continued the public hearing to July 20, 2021;
- F. On July 20, 2021, the Planning Commission held the public hearing at which time it considered all material and evidence, whether written or oral; and
- G. In making the various findings set forth herein, the Planning Commission has considered all of the evidence presented by staff, the Applicant, and the public, whether written or oral, and has considered the procedures and the standards required by the Gardena Municipal Code. The record of these proceedings can be found at the Community Development Department, Room 101, 1700 West 162nd Street, Gardena, California. The Director of Community Development is the custodian of such record.

SECTION 2. SITE PLAN REVIEW

Site Plan Review (#2-21) for the construction of 30 residential condominium units, is hereby approved based on the following findings and subject to the conditions attached hereto as Exhibit A. The plans being approved are dated June 23, 2021, and attached hereto as Exhibit B, as the same may be modified by the conditions of approval.

A. The proposed development, including the uses and physical design, is consistent with the intent and general purpose of the general plan and provisions of the municipal code.

The General Plan land use designation for the Property is High-Density Residential. This land use designation is intended to provide high-quality, compact, multiple-family living environments. The Project will be a high-quality residential development that will create a walkable, residential community and provide a range of housing options from studios to 4-bedroom units.

Allowing the 30-unit townhome Project is consistent with following goals and policies of the General 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.
- <u>LU Policy 1.1:</u> Promote sound housing and attractive and safe residential neighborhoods.
- <u>LU Policy 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 Policy 1.6:</u> Ensure residential densities are compatible with available public service and infrastructure systems.
- <u>DS Goal 2</u>: Enhance the aesthetic quality of the residential neighborhoods in the City.
- <u>DS Policy 2.3</u>: Encourage a variety of architectural styles, massing, floor plans, color schemes, building materials, façade treatments, elevation and wall articulations.
- <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 Policy 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 Policy 2.13:</u> Encourage lot consolidation for multi-family development projects in order to produce larger sites with greater project amenities.

- DS Goal 7: Utilize extensive landscaping to beautify Gardena's streets and sidewalks.
- DS Policy 7.5: Underground electric and communication lines.
- <u>CI 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>CI Policy 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.
- <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 Policy 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.
- OS Goal 1: Maintain and upgrade the existing parks and recreation facilities to meet the needs of all residents.
- OS Policy 1.7: Promote creative financing mechanisms to fund the development and maintenance of parks and recreation programs, such as State grant funds, park in-lieu fees, and public-private partnerships.
- CN Goal 2 Conserve and protect groundwater supply and water resources.
- <u>CN Policy 2.2:</u> Comply with the water conservation measures set forth by the California Department of Water Resources.
- <u>CN Goal 3:</u> Reduce the amount of solid waste produced in Gardena.
- <u>CN Policy 3.1:</u> Comply with the requirements set forth in the City's Source Reduction and Recycling Element.
- <u>CN Goal 4:</u> Conserve energy resources through the use of technology and conservation methods.
- <u>CN Policy 4.2:</u> Require compliance with Title 24 regulations to conserve energy.
- <u>PS Goal 1</u>: Maintain a high level of fire and police protection for residents, businesses, and visitors.
- <u>PS Policy 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.

- <u>PS Goal 2:</u> Protect the community from dangers associated with geologic instability, seismic hazards, and other natural hazards.
- PS Policy 2.3: Require compliance with seismic safety standards in the Unified Building Code.
- PS Policy 2.4: Require geotechnical studies for all new development projects located in an Alquist-Priolo Earthquake Fault Zone or areas subject to liquefaction.
- N Goal 3: Develop measures to control non-transportation noise impacts.
- N Policy 3.1: Require compliance with a quantitative noise ordinance based on the Model Noise Ordinance developed by the (now-defunct) State of California Office of Noise Control.
- N Policy 3.2: Require compliance with noise regulations. Review and update Gardena's policies and regulations affecting noise.
- N Policy 3.3: Require compliance with construction hours to minimize the impacts of construction noise on adjacent land.
- Housing Goal 2.0: Provide opportunity for increasing the supply of affordable housing within the City, with special emphasis on housing for special needs groups.
- <u>Housing Policy 2.2:</u> Provide incentives for new housing construction, to encourage the production of affordable units. Encourage provision of units with 3 or more bedrooms to provide adequately sized housing for large families.
 - Upon approval of the site plan review and issuance of the conditions of approval, the Project will not change the character of the community and be consistent with the Gardena Municipal Code and General Plan.
- B. The proposed development will not adversely affect the orderly and harmonious development of the area and the general welfare of the city.

 As set forth above and in the staff report, which is incorporated by reference, the site plan meets all of the development requirements, and as conditioned, will be compatible with, and not detrimental to, the surrounding land uses and general welfare of the City.

SECTION 3. VESTING TENTATIVE MAP NO. 83318 (TM #1-21)

Vesting Tentative Map No. 83318, as shown on Exhibit C, creating 30 condominium lots is hereby approved, subject to the conditions of approval attached as Exhibit A based on the fact that none of the findings which would prohibit the approval of a map are present and the map satisfies all of the requirements of the Gardena Municipal Code Chapter 17.08 and Government Code Sections 66474, 66473.1, and 66473.5.

A. The map and design and improvement of the proposed subdivision is consistent with applicable general and specific plan (Government Code § 66474; § 66473.5).

The Land Use Plan designates the project site as High Density Residential. The Project involves 30 townhome units that is consistent with the following goals and policies of the General Plan: LU Policy 1.1, LU Policy 1.4, DS Policy 2.13, DS 3.5, CN Goal 2, and CN Goal 3 as set forth above and in the staff report. There are no applicable Specific Plans.

B. The site is physically suitable for the type or density of development (Government Code § 66474).

The property is 0.9 acres in a highly urbanized area and is essentially flat.

C. The design of the subdivision and the proposed improvements will not cause serious public health problems, substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat (Government Code § 66474).

The property is currently developed with an appliance sales and repair store with an associated warehouse, storage sheds, and a parking lot. There is no suitable habitat for fish, or wildlife in the area which will be harmed by the Project. The development of 30 residential condominium units, by its nature, is not expected to create environmental or public health problems.

D. The design of the subdivision or type of improvements will not conflict with public access easements (Government Code § 66474).

The subdivision was designed to not interfere with any easements. The development will be set back nine feet from the overhead powerlines located to the west end of the property.

E. The design of the subdivision provides for, to the extent feasible, future passive or natural heating and cooling opportunities (Government Code § 66473.1).

During winter, a north-south alignment of parcels provides for southern exposure to the winter path of the Sun. During the summer, the general direction of the prevailing winds can be expected to allow the development to benefit from natural and passive cooling opportunities.

Additionally, all buildings will comply with Title 24 requirements, including Cal Green standards, as adopted by the City, which will require each unit to provide a right-sized photovoltaic system.

There are no grounds upon which to deny the map. Therefore, with the conditions of approval, the subdivision and subdivision design will be consistent with the General Plan

and State Subdivision Map Act as supplemented by Title 17 of the Gardena Municipal Code.

<u>SECTION 4. CALIFORNIA ENVIRONMENTAL QUALITY ACT</u>

- A. The Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to the following exemption:
 - The Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Guidelines Section 15332, in-fill development. The Project is consistent with the applicable general plan designation of high density residential, consistent with applicable general plan policies, and also consistent with the R-4 zoning designation and applicable requirements. The Project is within City limits, on a site less than 5 acres, and surrounded by urban uses. As a site that has already been developed in a City, it has no habitat value for any endangered, rare, or threatened species. The site can also be adequately served by all required utilities and public services.

Approval of the Project will not result in any significant effects relating to traffic, noise, air quality, or water quality. The Project lies within a high-quality transit area and is thus screened out of the requirement for a VMT analysis for traffic issues. Similar type of developments by the Applicant for more than three times the number of units was determined to have a less than significant impact for air quality and the results for this project would be even less. The Project will not have any water quality impacts as it is required to comply with all applicable regulations. The Gardena Municipal Code exempts construction noise provided that the construction take place within the specified hours. As the Project will be conditioned to comply with construction hours, construction noise will not exceed noise standards. A 30-unit residential project would not exceed operational noise limits.

- B. The Project is not subject to any of the exceptions for exemption under Section 15300.2 of the California Environmental Quality Act. The location of the Project is predominantly urban and not considered a sensitive environment; therefore, the Project will not result in any significant impacts that may otherwise occur in a sensitive environmental area. The cumulative impact of this Project, and the approval of other projects like it in the vicinity, is not expected to have any significant environmental impact. Not only would the Project not have any significant effects, but there are no unusual circumstances applicable to this project site. The Project is not located along any state designated scenic highway nor within any designated hazardous waste site. There are no historical resources which would be impacted. Staff does not expect any significant impacts or unusual circumstances related to the approval of this Project. Therefore, the Project is categorically exempt from CEQA.
- C. Staff is hereby directed to file a Notice of Exemption.

SECTION 5. EFFECTIVE DATE/APPEAL.

This Resolution shall be effective immediately. The time to file an appeal pursuant to Titles 17 and 18 of the Gardena Municipal Code is ten days from the date of adoption of this Resolution. Failure to file an appeal constitutes a failure to exhaust administrative remedies.

PASSED, APPROVED, AND ADOPTED this 20th day of July, 2021.

STEPHEN LANGLEY, CHAIR
PLANNING AND ENVIRONMENTAL
QUALITY COMMISSION

ATTEST:

GREG TSUJIUCHI, SECRETARY
PLANNING AND ENVIRONMENTAL QUALITY COMMISSION

STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF GARDENA

- I, Greg Tsujiuchi, Planning and Environmental Quality Commission Secretary of the City of Gardena, do hereby certify the following:
 - 1. That a copy of this Resolution and the draft conditions of approval (Exhibit A) will be sent to the Applicant and to the City Council as a report of the findings and action of the Planning and Environmental Quality Commission; and
 - 2. That the foregoing Resolution was duly adopted by the Planning and Environmental Quality Commission of the City of Gardena at a regular meeting thereof, held the 20th day of July, 2021, by the following vote of the Planning Commission:

AYES: NOES: ABSENT:

Attachments:

Exhibit A – Conditions of Approval

Exhibit B – Architectural Plans

Exhibit C – Vesting Tentative Map #83318 (TM #1-21)

Exhibit D - Affordable Housing Agreement and attachments

CITY OF GARDENA

CONDITIONS OF APPROVAL FOR SITE PLAN REVIEW #2-21; VESTING TENTATIVE TRACT MAP NO. 83318 (TM#1-21)

GENERAL CONDITIONS

- GC 1. The 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.
- GC 3. The applicant shall comply with all written policies, resolutions, ordinances, and all applicable laws in effect at time of approval. The conditions of approval shall supersede all conflicting notations, specifications, and dimensions which may be shown on the project development plans.
- GC 4. The applicant shall provide the City with a copy of the Covenants, Conditions and Restrictions (CC&Rs) which shall apply to the townhomes for review and approval prior to approval of the final map or issuance of a certificate of occupancy, not including model homes. The CC&Rs shall include all items listed in these conditions which are required to be included in the CC&Rs or items for which the HOA is responsible. At a minimum, the following provisions shall be included, as may be further detailed by these conditions. The failure to include a condition on the list below does not relieve the responsibility to include it in the CC&Rs if otherwise provided herein:
 - a. Any revisions to the CC&Rs shall require prior city approval (GC 7).
 - b. All landscaping to be kept in a healthy condition (GC 5).
 - c. Maintenance and repair obligations of all private streets/driveways.
 - d. The re-slurring and re-striping of the driveway and parking areas shall happen every five years at a minimum. The Director of Community Development or designee may require more frequent slurry and restriping if the parking area is not maintained in good condition (BS 17).
 - e. The building shall be maintained in good condition at all times and shall be repainted every eight years at a minimum. The Director of Community Development or designee may require more frequent painting if the improvements are not maintained in good condition (BS 18).
 - f. Maintenance and repair obligations of all open spaces and Common Area.

- g. Prohibition against outdoor storage.
- h. Prohibition against alterations to architectural treatments (PL 6).
- i. Prohibition against parking in driveway areas and in front of garages.
- j. A requirement that trash cans shall be kept in the garage or out of public view.
- k. Residents' vehicles shall be stored in the garages at all times while on the site.
- I. Residents shall not be allowed to use Guest Parking for their own vehicles.
- m. The entire site, all walls and fencing, and all building walls shall be maintained at all times free and clear of litter, rubbish, debris, weeds, and graffiti. Graffiti shall be removed within 24 hours and if paint is used to cover the graffiti, it shall be of the same color and texture as the building wall.

When the draft is provided to the City for review, it shall be accompanied by a table specifying where all conditions required can be found.

- GC 5. The CC&Rs shall provide that the homeowner's association shall maintain landscaping in a healthy and well-kept 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.
- GC 6. The CC&Rs shall contain a prohibition against modifying the exterior colors and materials of any unit without approval by the Community Development Director.
- GC 7. Any revisions to the CC&Rs shall require prior city approval.
- 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. The 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 Site Plan Review #2-21 and Vesting Tentative Map No. 83318 (TM#1-21)

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GC 10. 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 for a total of \$27,000 prior to building permit issuance in accordance with Chapter 15.48 of the Gardena Municipal Code for each of the market rate units. 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 site layout and physical appearance of the structures shall be in accordance with the plans presented to and approved by the Planning and Environmental Quality Commission June 23, 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. Substantial modifications will require review and approval by the Planning Commission.

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- PL2. The approvals granted herein shall be utilized within a period not to exceed twelve months from the date of approval unless an extension is granted in accordance with the applicable provisions of the Gardena Municipal Code. Utilization shall mean the issuance of building permits.
- PL3. The approved Resolution, including the Conditions of Approval contained herein 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.
- PL4. 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.
- PL5. All roof-mounted equipment shall be totally screened from public view. The screen enclosures shall be constructed of the same or similar materials, colors, and texture as the building.
- PL6. Any signs shall comply with the provisions of Chapter 18.58 of the Gardena Municipal Code.
- PL7. Decorative colored concrete, or equivalent, shall be provided at the main vehicular entrance along Normandie Avenue to the satisfaction of the Community Development Director.
- PL8. Prior to commencement of ground-disturbing activities a qualified vertebrate paleontologist (as defined by the Society for Vertebrate Paleontology) shall develop Worker Awareness and Environmental Program (WEAP) Training for construction personnel. This training shall be presented to construction personnel and include what fossil remains may be found within the Project area and policies and procedures that must be followed in case of a discovery. Verification of the WEAP Training shall be provided to the Gardena Community Development Department.
- PL9. The applicant shall be required to enter into an agreement for affordable housing in the form attached hereto as Exhibit D, as may be modified by the City Attorney

VESTING TENTATIVE MAP

- TM 1. The final tract map shall be recorded with the Los Angeles County Recorder's office within a period not to exceed 24 months from the date of approval, unless an extension is granted in accordance with Gardena Municipal Code section 17.08.070 or by State law. If said map is not recorded within such time, the life of the map shall be deemed expired and said approval shall be considered null and void.
- TM 2. In accordance with Section 17.08.170 of the Gardena Municipal Code, the applicant shall dedicate all necessary rights-of-way for public improvements and shall construct such improvements at no cost to the City. Such improvements may include, but not be limited to, site grading and drainage, new sidewalk, curb and gutter, driveways, street trees, roadway paving, street lights, traffic control devices, gas mains, electric power lines, telephone and cable lines, all of which shall be installed in accordance with the specifications of the Public Works Department. All utilities shall be underground.
- TM 3. Pursuant to Government Code § 66495, at least one exterior boundary line of the land being subdivided must be adequately monumented or referenced before the map is recorded.
- TM 4. In accordance with Government Code § 66473.1, the design of the subdivision shall provide, to the extent feasible, for future passive/natural heating or cooling opportunities.
- TM 5. Private driveways shall be indicated on the final map as "Private Driveway and Fire lane" with the widths clearly depicted and shall be maintained in accordance with the Fire Code. All required fire hydrants shall be installed, tested, and accepted prior to construction.
- TM 6. Prior to initial phase associated with building construction, all above ground and underground infrastructure shall be installed.
- TM 7. The applicant shall pay in lieu park fees in accordance with Chapter 17.20 of the Gardena Municipal Code which requires a payment of \$10,000 per unit for market rate units. Total in lieu park fees due is \$270,000 and shall be paid in full to the City prior to final map.
- TM 8. Model homes may be permitted prior to final map recordation provided that all Fire Department requirements for health and safety are satisfied prior to issuance of a building permit.

BUILDING AND SAFETY

- BS1. The applicant/developer shall comply with all applicable portions of the California Building Standards Code (Title 24, California Code of Regulations) in effect at the time of permit application.
- BS2. The applicant shall obtain separate Building Division permits for Demolition, Grading, Building, Site Development, Electrical, Plumbing, Mechanical, and Fences.
- BS3. The approval of plans and specifications does not permit the violation of any section of the Building Code, City's Ordinances, and or State Law.
- BS4. The applicant/developer shall comply with the latest adopted Los Angeles County Fire Code and Fire Department requirements, as applicable.
- BS5. The applicant/developer shall provide storm water management plan prepared by a qualified engineer acceptable to the Building Official and the Engineering Division. Drainage from parking lots to the public rights-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. The applicant shall be responsible for the construction of all on-site drainage facilities and provide a master plan for drainage. This will include Low Impact Development (LID) referring to systems and practices that use or mimic natural processes that result in the infiltration, evapotranspiration or use of Stormwater in order to protect water quality and local aquatic habitat.
- BS7. The applicant/developer shall demonstrate that coverage 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 Chief Building Official and the City Engineer. The applicant must implement Best Management Practices, to the satisfaction of the Building Official, during construction to prevent construction materials and soil from entering the storm drain.
- BS8. The applicant/developer shall submit for review and approval detailed landscape and irrigation plans prepared 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 five (5) gallon size. Metal cages, painted green, shall be used to protect irrigation check valves and controllers. All above ground piping, such as double detector check valves, shall not be placed in front setbacks and shall be screened with

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landscaping and painted green. Protective bollards shall be of a decorative type and/or painted green where appropriate.

- BS9. The applicant shall provide a complete hydrology and hydraulic study prepared by a qualified engineer, and comply with the recommendations of the engineer, to the satisfaction of the Building Official.
- BS10. The applicant 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.
- BS11. If fossils or fossil bearing deposits are encountered during ground-disturbing activities, work within a 25-foot radius of the find shall halt and a professional vertebrate paleontologist (as defined by the Society for Vertebrate Paleontology) shall be contacted immediately to evaluate the find. The paleontologist shall have the authority to stop or divert construction, as necessary. Documentation and treatment of the discovery shall occur in accordance with Society of Vertebrate Paleontology standards. The significance of the find shall be evaluated pursuant to the State CEQA Guidelines. If the discovery proves to be significant, before construction activities resume at the location of the find, additional work such as data recovery excavation may be warranted, as deemed necessary by the paleontologist.
- BS12. The Applicant 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.
- BS13. Prior to commencement of work, the contractor/developer 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/developer shall prepare and implement a construction

- management plan, approved by the City, which includes procedures to minimize off-site transportation of heavy construction equipment.
- BS14. Grading and construction activities on the project site shall adhere to the requirements of Chapter 8.36 of the Gardena Municipal Code, which limits construction activities to the hours of 7 a.m. to 6 p.m., Monday through Friday, and 9 a.m. to 6 p.m. on Saturdays. Construction activities on Sundays and public holidays are strictly prohibited.
 - BS15. All motorized equipment used in construction shall be equipped with functioning mufflers as mandated by the State.
 - BS16. The applicant shall pay school impact fees to the Los Angeles Unified School District and provide proof of payment prior to issuance of building permits.
- BS17. The Applicant shall install new public fire hydrant(s) to the satisfaction of the Los Angeles County Fire Department and City Engineer.
- BS18. The applicant 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.
- BS19. Permits are issued to the building addresses. Apply for new addresses, in the Community Development Department, prior to obtaining building permits.
- BS20. The applicant shall re-slurry and re-stripe the driveway and parking areas every five years at a minimum. The Director of Community Development or designee may require more frequent slurry and re-striping if the parking area is not maintained in good condition.
- BS21. The applicant shall maintain the building in good condition at all times and shall repaint the approved buildings and accourtements every eight years at a minimum. The Director of Community Development or designee may require more frequent painting if the improvements are not maintained in good condition.
- BS22. The applicant shall submit a Final Priority Water Quality Management Plan to the Building Division for review and approval.
- BS23. All addresses shall be on building and curb, both street and alley sides, per State Code and City standards.
- BS24. All on-site pavement, stripping and markings shall be maintained in a good condition at all times.
- BS25. Plans and specifications shall be signed by a California Licensed design professional per the California Business and Professions Code.

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- BS26. The applicant shall submit a Final Geotechnical Investigation for City review/approval and comply with its recommendations and any revisions deemed necessary by the City's Building Official. The Gardena Building Services Division will review construction plans to verify compliance with standard engineering practices, the GMC/CBSC, and the Geotechnical Investigation's recommendations.
- BS27. 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.

BS28. 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, Section 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.

- BS29. Prior to approval of grading plans and/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 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.
- BS30. Prior to building permit issuance, the Project applicant would 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.
- BS31. The project shall comply with the City's Noise Ordinance (Gardena Municipal Code Chapter 8.36 and specifically Section 8.36.050, interior noise standards). If the project cannot comply with the Noise Ordinance the applicant shall provide an acoustical analysis which shall be submitted to the Gardena Building Division for review and approval in conjunction with the building permit application review.

PUBLIC WORKS

- PW1. All work in the public right of way shall be constructed in accordance with the Standard Plans and Standard Specifications for Public Works Construction, latest edition. This includes supplements thereto and City of Gardena Standard Drawings.
- PW2. Before undertaking any Encroachment/Excavation within the public right of way, the owner must first obtain the applicable permit from the Public Works Engineering Division.

The project shall utilize the County's benchmarks and any controlling survey monumentation (property lines, tract lines, street centerline, etc.) which are at risk of being destroyed or disturbed during the course of the project must be preserved in accordance with Section 8771(b) of the California Business and Professions Code (Professional Land Surveyors Act). Preconstruction field ties, along with the preparation and filling of the required Corner Records or Record of Survey with the County of Los Angeles, shall be accomplished by, or under the direction of, a licensed surveyor or civil engineer authorized to practice land surveying.

Copies of said records shall be furnished to the City Engineering for review and approval prior to issuance of any onsite or offsite construction permit. In addition, any monuments disturbed or destroyed by this project must be reset and post-construction Corner Records or Record of Survey filed with the County of Los Angeles. A copy of the recorded documents shall be submitted to the Engineering office for review and approval prior to issuance and/or finalizing any permits within the public right of way.

- PW3. Prior to issuance of permits, all public improvements (if any) shall be guaranteed to be installed by the execution of an Agreement for Public Improvements secured by sufficient bond sureties or cash, complete indemnification form, Certification of Insurance (General Liability, Auto & Workers Compensation) naming City of Gardena as additional insured, contractor State License and City Business License.
- PW4. All public improvements, studies, designs, plans, calculations and other requirements shall be installed, provided and supplied by the developer in accordance with City and State codes, policies and requirements at no cost to the City.
- PW5. All work shall comply with City Standards and specifications and with the City of Gardena Municipal Codes and to be designed and signed by a registered Civil Engineer or other applicable professional license engineer(s).

RESO NO. PC 9-21 SPR#2-21 TM #1-21 July 20, 2021 Page 12 of 13

- PW6. The applicant shall remove and replace all curb, gutter, curb ramp, spandrel, abandoned driveway, traffic/street sign, red curb, and sidewalk fronting the project. Street tree(s) improvements to be coordinate with City Public Works Park's Superintendent, Kevin Thomas (310.217.9657). Street tree(s) improvements to be coordinate with City Public Works Park's Superintendent, Kevin Thomas (310.217.9657).
- PW7. The applicant shall provide separate Street Improvement Plan to the Public Works Department showing all requirements. Street Improvement plans shall be designed and signed by a Professional Civil Engineer Registered in the state of California. Sewer connection plans can be submitted separately or as part of the street improvement plans for approval.
- PW8. The applicant shall provide traffic control plans per WATCH (Work Area Traffic Control Handbook) and/or California MUTCD (California Manual on Uniform Traffic Control Devices) per the latest standard pending proposed controls (permanent-overnight or temporary). The temporary/permanent traffic control plans shall be prepared by, or under the direction of, a licensed civil engineer or other authorized to practice traffic engineering.
- PW9. As-built plan signed and stamped by the Engineer of Record shall be submitted to Public Works Department prior to finalizing and closing permit. Any deviations from the approved plan will require a submittal of plan revision for the City review and approval.
- PW10. The applicant is responsible for all applicable permit, plan check surety, and other incidental fees pertaining to the proposed project.
- PW11. Requirements based on preliminary review only. Additional requirements may be required 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 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.

RESO NO. PC 9-21 SPR#2-21 TM #1-21 July 20, 2021 Page 13 of 13

LOS ANGELES COUNTY FIRE DEPARTMENT

FD1. The applicant shall submit the plans to the Los Angeles County Fire Department for final approval and shall comply with all applicable Los Angeles County Fire Department requirements.

GARDENA POLICE DEPARTMENT

- PD1. The applicant shall install one surveillance camera at the entrance of the development. The Surveillance camera shall be maintained by the homeowner's association and recordings shall be kept for a minimum of 30 days. These requirements shall be included in the CC&Rs.
- PD2. The applicant 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.

G3 Urban Inc. certifies that listed herein.	it has read, understood, an	d agrees to the Project Conditions
G3 Urban Inc., Representa	iive	_
By Dated		



GARDENA NORMANDIE AVE. GARDENA, CA

LANDSCAPE ARCHITECT
STB Landscape Architects, Inc.
15 South 5th Street
Redlands, CA 92373

CIVIL ENGINEERS
C&V Consultant, Inc.
Civil Engineers
9830 Irvine Center Drive
Irvine, CA 92618

ARCHITECT/PLANNER
KTGY Architecture+Planning
17911 Von Karman Ave., Suite 200
Irvine, CA 92614

DEVELOPER
G3 URBAN
15235 S Western Ave.
Gardena, CA 90249







Architecture + Planning 17911 Von Karman Ave, Suite 200 Irvine, CA 92614 949.851.2133

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G3 URBAN 15235 S. Western Avenue Gardena, CA 90249

GARDENA - NORMANDIE AVENUE GARDENA, CA # 2020-0862

Plot Date: 06.9.2021 1st Planning Submittal Date:
Submittal Update:
Submittal Update:
Submittal Update: 02.25.2021 05.11.2021 06.04.2021 06.11.2021

SHEET INDEX

ARCHITECTURE

ANCHILL	
A 0 . 0	COVER SHEET
A O . I	SHEET INDEX
A 0.2	CONCEPTUAL PERSPECTIVE
A0.3	CONCEPTUAL PERSPECTIVE
A0.4	CONCEPTUAL PERSPECTIVE
A I . O	30 UNIT SITE PLAN
AI.I	CONCEPTUAL NORMANDIE AVE. FRONT STREET ELEVATION
A I . 2	CONCEPTUAL SITE ELEVATION
A 2.0	8 PLEX ELEVATIONS - BUILDING 100
A 2 . I	8 PLEX COMPOSITE
A 2.2	5 PLEX ELEVATIONS - BUILDING 200
A 2.3	5 PLEX COMPOSITE
A 2.4	6 PLEX ELEVATIONS - BUILDING 300
A 2 . 4 . I	6 PLEX ELEVATIONS - BUILDING 300
A 2.5	6 PLEX COMPOSITE
N L . J	O I LEA COMITOSITE
A3.0	4 PLEX - UNIT PLANS
A3.I	4 PLEX - UNIT PLANS
A3.1	P5 - UNIT PLANS
A3.3	P6/P7 - UNIT PLANS
A3.3.1	P6/P7 ACCESSIBLE - UNIT PLANS
A3.4	UNIT PLAN 8 FLOOR PLAN

TYPICAL BUILDING SECTION



Rendering at Street Front





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8-Plex Rendering at Street Rear



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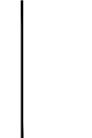
GARDENA - NORMANDIE AVENUE
GARDENA, CA # 2020-0862

Plot Date: 06.9.2021
1st Planning Submittal Date: 02.25.2021
Submittal Update: 05.11.2021
Submittal Update: 06.04.2021
Submittal Update: 06.11.2021



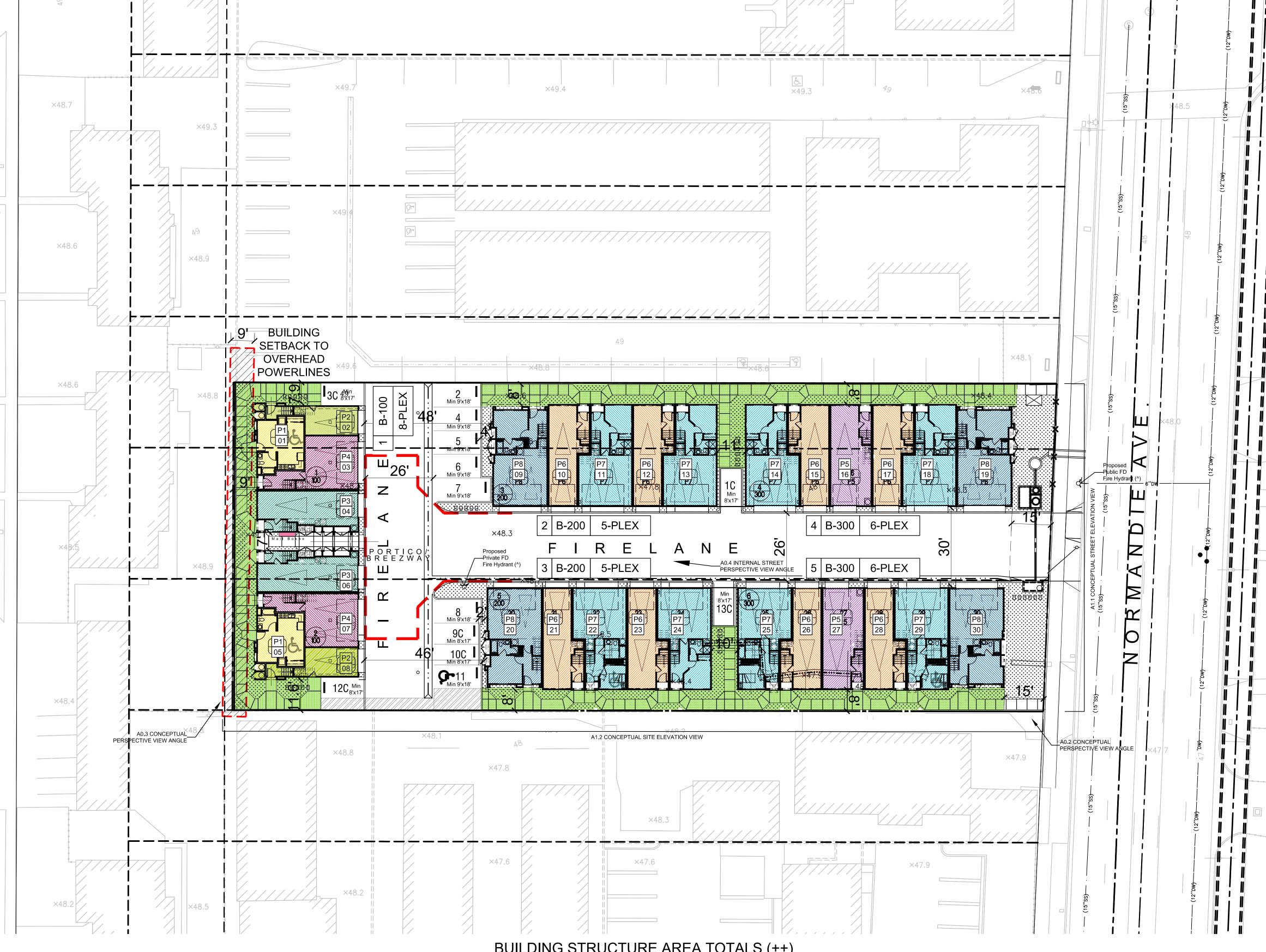
Rendering at Internal Project Street





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BUILDING STRUCTURE AREA TOTALS (++)

STRUCTURE 1 (BUILDING 100 - 8 PLEX) = 11,112 SF (Subtotal)

STRUCTURES 2 AND 3 (BUILDING 200 - 5 PLEX) = 9,973 SF EACH (Subtotal 19,946 SF)

STRUCTURES 4 AND 5 (BUILDING 300 -6 PLEX) = 11,891 SF EACH (Subtotal 23,782 SF)

TOTAL AREA FOR SITE = 54,840 SF

++ - Gross Areas required in order to calculate the appropriate fire flow for the proposed development.

(^) Locations of Public and Private FD Fire Hydrants are to be verified per civil drawings

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G3 URBAN 15235 S. Western Avenue Gardena, CA 90249

GARDENA - NORMANDIE AVENUE GARDENA, CA # 2020-0862

Plot Date: 6.23.2021 02.25.2021 1st Planning Submittal Date: 05.11.2021 Submittal Update: 06.04.2021 Submittal Update: 06.11.2021 Submittal Update:

SCALE: 20' = 1"

30 UNIT SITE PLAN

SITE INFORMATION

County: Los Angeles

Occupancy Type: R2

Front Yard Setback:

Side Yard Setback:

Rear Yard Setback:

Building Separation:

Maximum Density:

Building Height:

Street Side Yard Setback:

Resident Parking: 2 spaces/unit

Open Space: 300 sf/unit (Common + Private)

± 0.9 ac.

Guest Parking: min. 0.5/unit

SITE PLAN SUMMARY

30 units - Total

Site Density: ± 33.3 du/ac

54 spaces

(Total Compact - 6 spaces)

Parking Provided:

Studio Open Spaces

Guest Open Spaces

under items A and C

Common Open Space:

Private Open Space:

Garage:

Total

Concessions:

- Open Spaces

Site Area:

Units*:

APNs: 6105-009-008 & 009

Fire Sprinkler Type: NFPA 13

Construction Type/Fire Rating: V-B

R-4 DEVELOPMENT STANDARDS

City: Gardena, CA

Address: 15717 - 15725 S. Normandie Ave.

Zoning: R4 High Density Multi-Family Residential

27 du/ac

Common OS: min. 150 sf area, no less than 8' dimension

Private Open Space: min. 40 sf, no less than 4' dimension

2 units - Plan 1 - 385 sf - Studio/1ba - 1 parking spot **

2 units - Plan 3 - 1,255 sf - 2bd/2.5ba - 64 sf deck - 2 car tandem

2 units - Plan 5 - 1,300 sf - 2bd/2.5ba - 47 sf deck - 2 car tandem

8 units - Plan 6 - 1,284 sf - 2bd/2.5ba - 53 sf deck - 2 car tandem

8 units - Plan 7 - 1,502 sf - 3bd/3.5ba - 57 sf deck - 2 car side/side**

4 units - Plan 8 - 1,901 sf - 4bd/3.5ba - 81 sf deck - 2 car side/side

(Accessible Units Provided at Units 1, 5, 22, 25 and 29)

2 spaces

67 spaces (2.23 spaces/du)

Plan 1 - sf NA (2 Units) - Subtotal = 0

Plan 2 - sf NA (2 Units) - Subtotal = 0

Plan 3 - 64 sf (2 Units) - Subtotal = 128 sf

Plan 4 - 54 sf (2 Units) - Subtotal = 108 sf

Plan 6 - 53 sf (8 Units) - Subtotal = 424 sf

Plan 7 - 57 sf (8 Units) - Subtotal = 456 sf

Plan 8 - 81 sf (4 Units) - Subtotal = 324 sf

(Private Open Space is calculated per Section 18.42.065

Open Space - Residential uses, under Item B.4.)

- Primary Entrances Facing Streets

Plan 5 - 47 sf (2 Units) - Subtotal = 94 sf

11 spaces*

Note: Parking is provided per Section 18.40.050 Size of Parking Spaces,

+ 5,374 sf

+ 1,534 sf

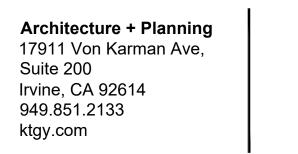
+ 6,908 sf (230 sf/du)

2 units - Plan 4 - 1,295 sf - 2bd/2.5ba - 54 sf deck - 2 car side/side

2 units - Plan 2 - 691sf - 1bd/1ba - 1 car garage









02.25.2021 05.11.2021 06.04.2021 06.11.2021



Normandie Site Partial Left Elevation - Part A



Normandie Site Partial Left Elevation - Part B



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G3 URBAN 15235 S. Western Avenue Gardena, CA 90249

GARDENA - NORMANDIE AVENUE
GARDENA, CA # 2020-0862

Plot Date: 06.9.2021
1st Planning Submittal Date: 02.25.2021
Submittal Update: 05.11.2021
Submittal Update: 06.04.2021
Submittal Update: 06.11.2021

CONCEPTUAL SITE ELEVATION

MATERIAL LEGEND

- 1 Stucco (20/30)
- 2 Accent Smooth Stucco (30/30)
- 3 4" Vert. Craft Board form (Creative Mines)
- Metal/Alum Awning
- Stone Veneer (Creative Mines)
 Compostion Roofing

- Smooth Stucco Pop-Outs
- 9 Smooth Stucco Wrapped Post
- Stucco Eave
- 11 Horiz. Metal Railing
- Milgard Fiberglas Windows w/ Color
- 13 Recessed Windows with tight jambs
- Stucco Decorative Self
- Decorative Stucco/Metal Scupper
- Accent Fiberglas Front Door (Therma Tru)
- 17 Accent Sectional Metal/Glass Garage Drs.
- Fiberglas Sliding Patio Door
- 19 Light Fixture/ Modern Raised Address
- ²⁰ Parapet Wall
- Solar Panel Locations
- 22 Smooth Stucco Bay Window









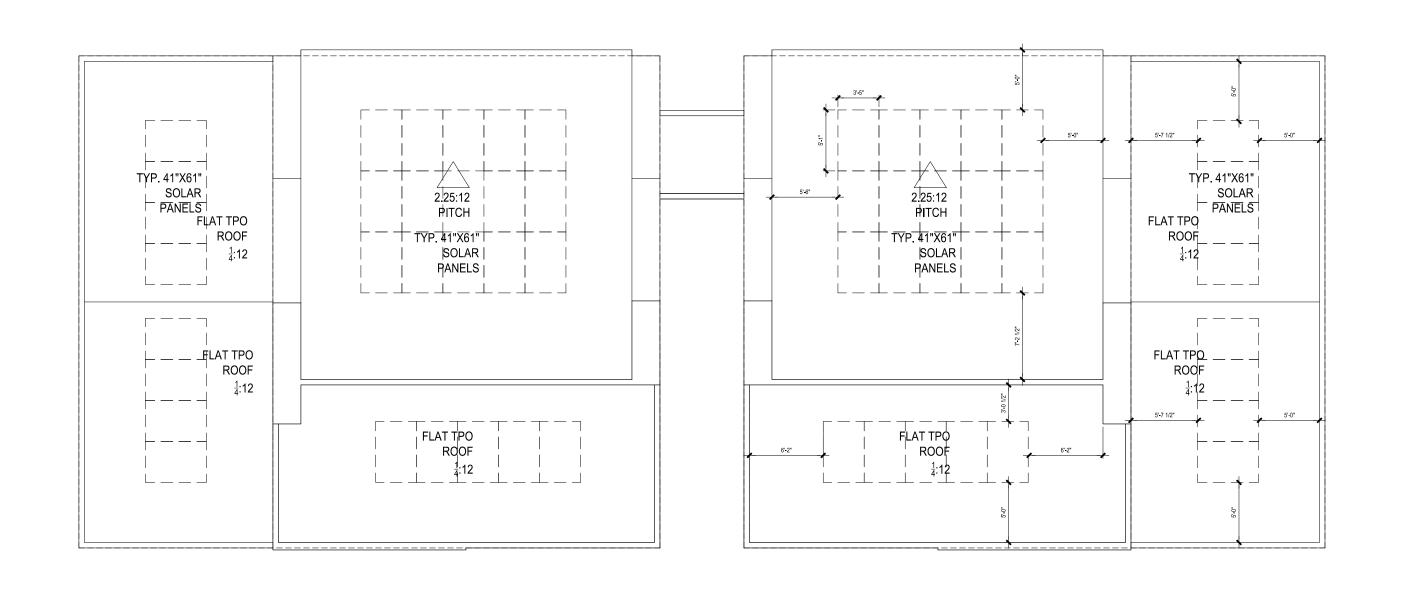


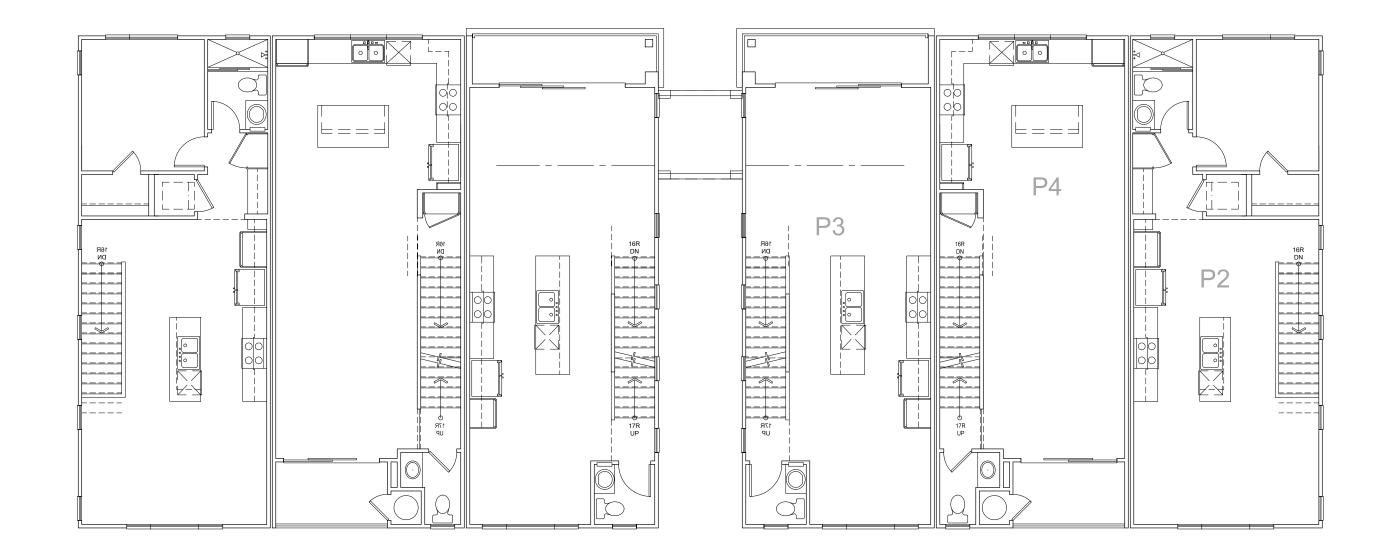
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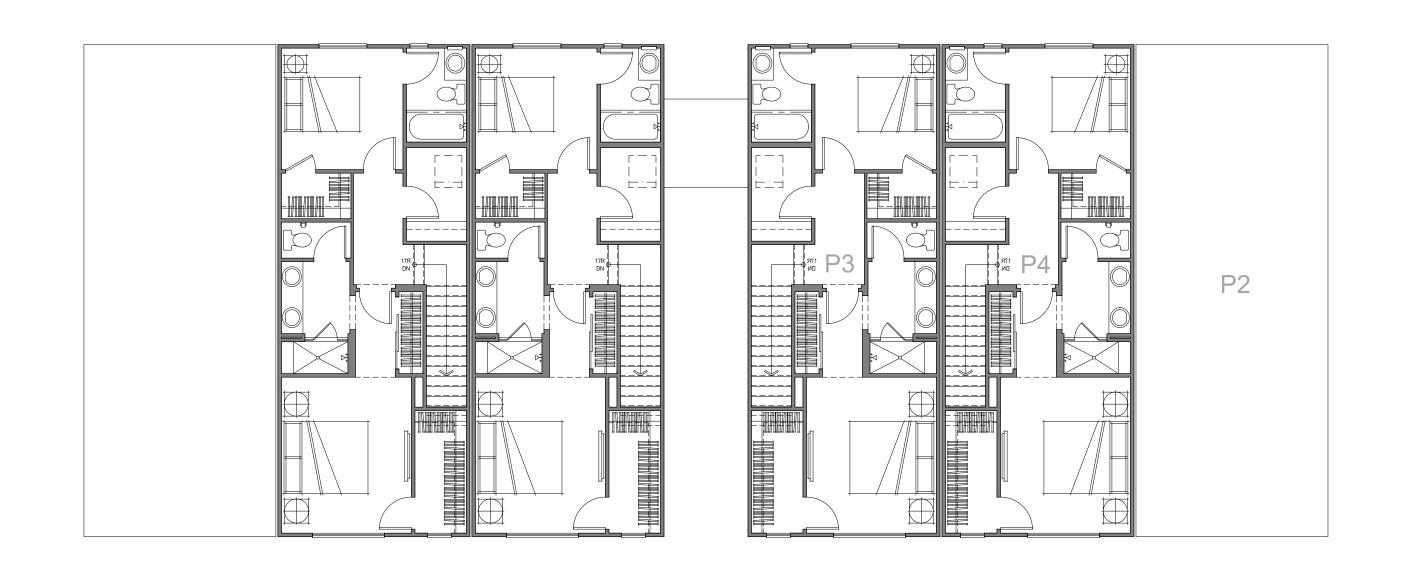
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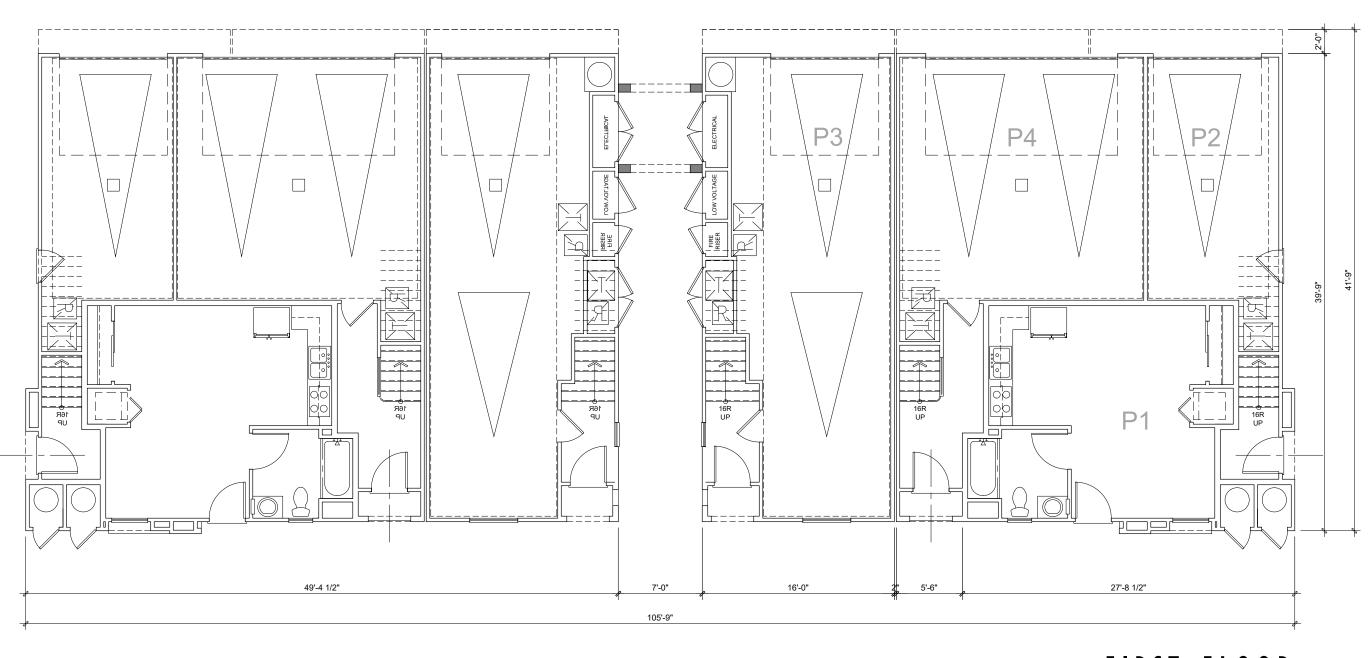
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ROOF SECOND FLOOR





THIRD FLOOR



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MATERIAL LEGEND

- 1 Stucco (20/30)
- 2 Accent Smooth Stucco (30/30)
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- 22 Smooth Stucco Bay Window











Right at Alternate

urban

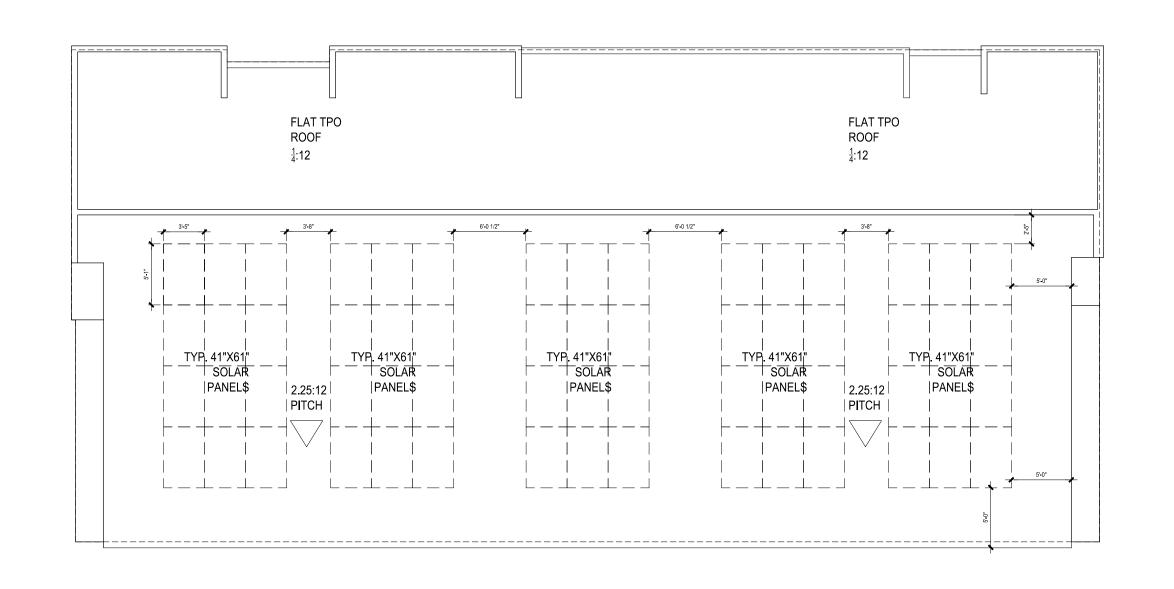
G3 URBAN 15235 S. Western Avenue Gardena, CA 90249

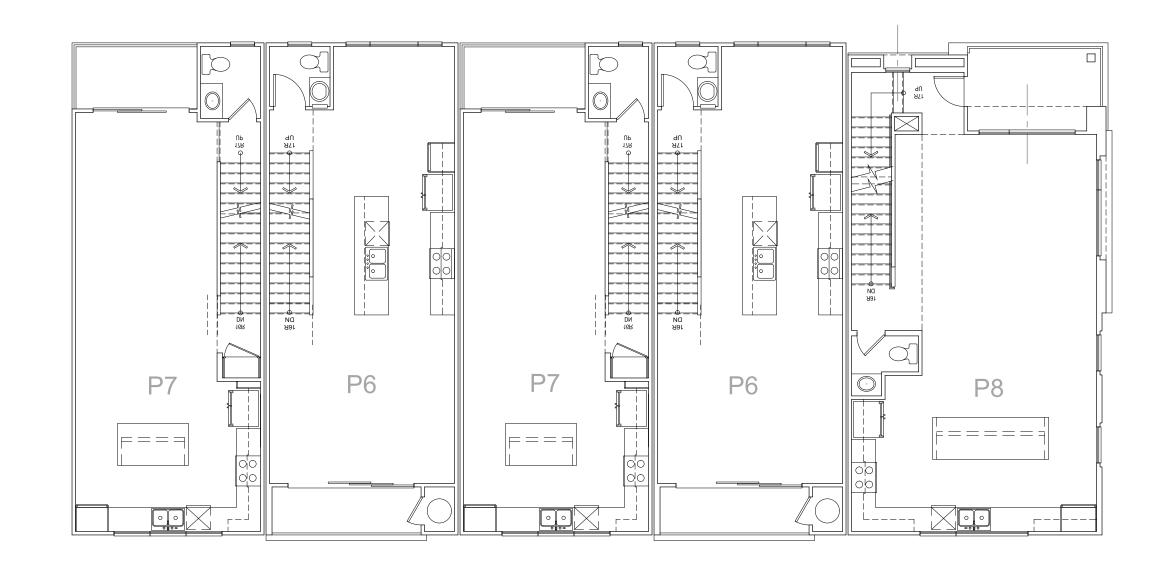
GARDENA - NORMANDIE AVENUE GARDENA, CA # 2020-0862

Plot Date: 06.9.2021 1st Planning Submittal Date: Submittal Update: Submittal Update: Submittal Update: 02.25.2021 05.11.2021 06.04.2021 06.11.2021

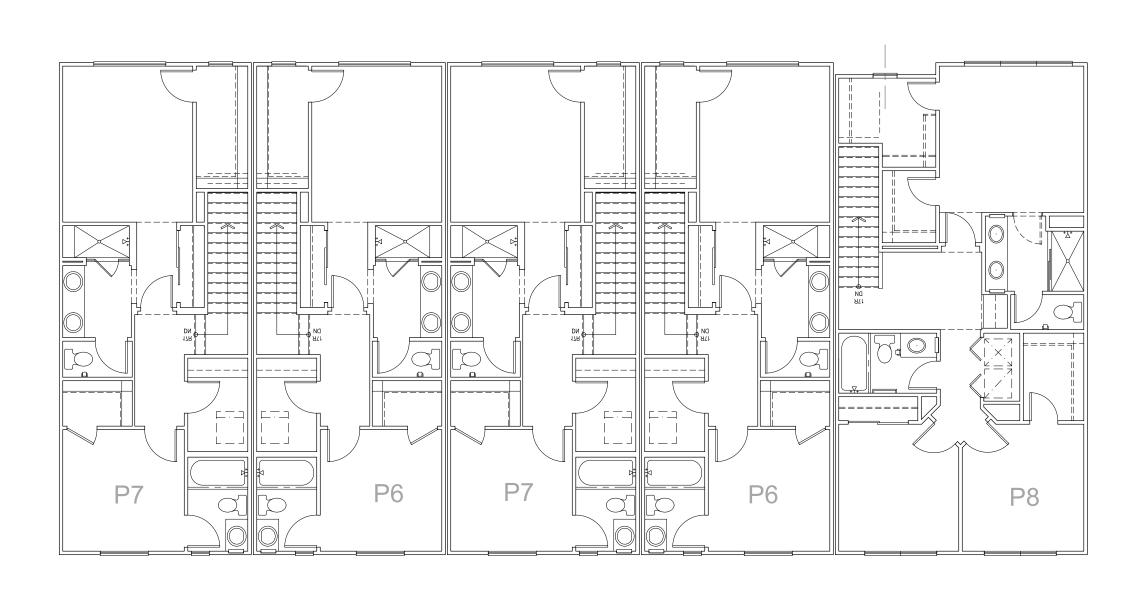
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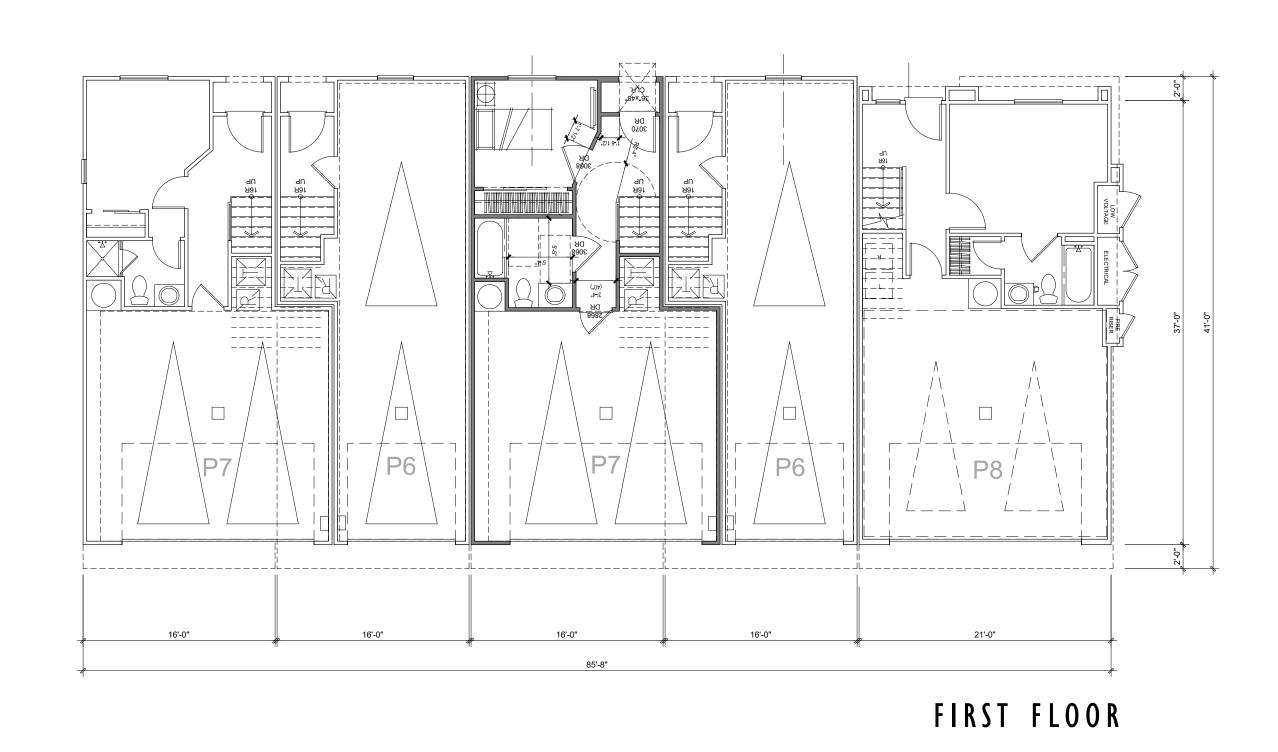
5-PLEX - ELEVATION





ROOF SECOND FLOOR





THIRD FLOOR



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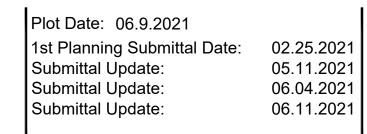
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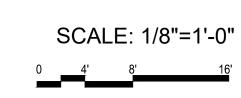
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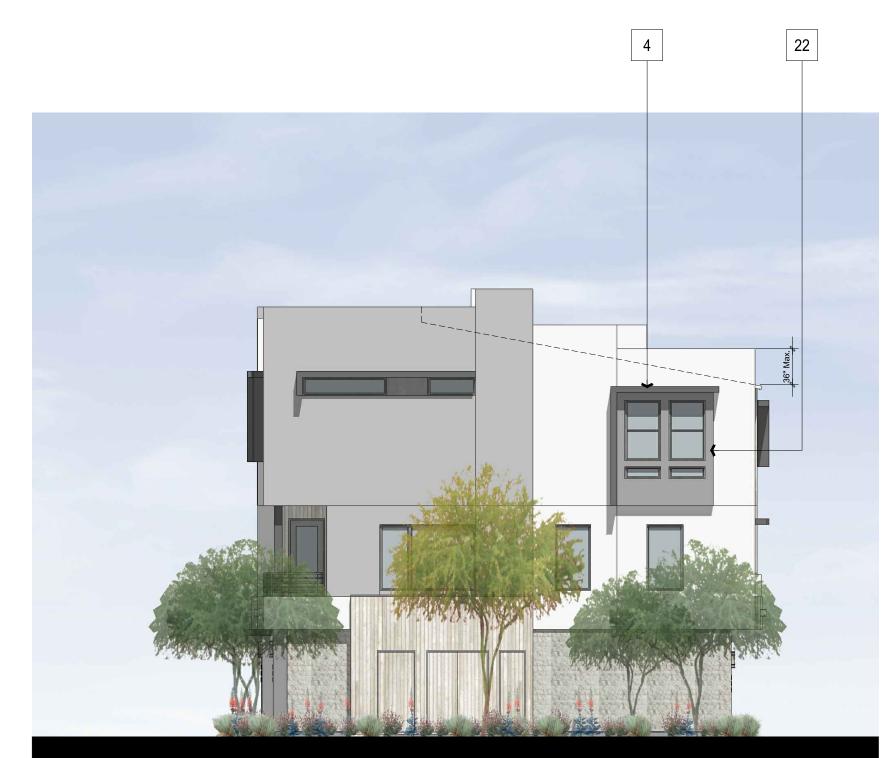
MATERIAL LEGEND

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- 2 Accent Smooth Stucco (30/30)
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- Metal/Alum Awning
- Stone Veneer (Creative Mines)
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- Solar Panel Locations
- 22 Smooth Stucco Bay Window











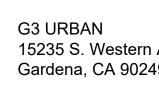
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15235 S. Western Avenue Gardena, CA 90249

GARDENA - NORMANDIE AVENUE

Plot Date: 06.9.2021 1st Planning Submittal Date: Submittal Update: Submittal Update: Submittal Update:

02.25.2021 05.11.2021 06.04.2021 06.11.2021

SCALE: 1/4"=1'-0"

6-PLEX - ELEVATION

BUILDING 300

Right

MATERIAL LEGEND

- 1 Stucco (20/30)
- ² Accent Smooth Stucco (30/30)
- 3 4" Vert. Craft Board form (Creative Mines)
- Metal/Alum Awning
- Stone Veneer (Creative Mines)
 Compostion Roofing
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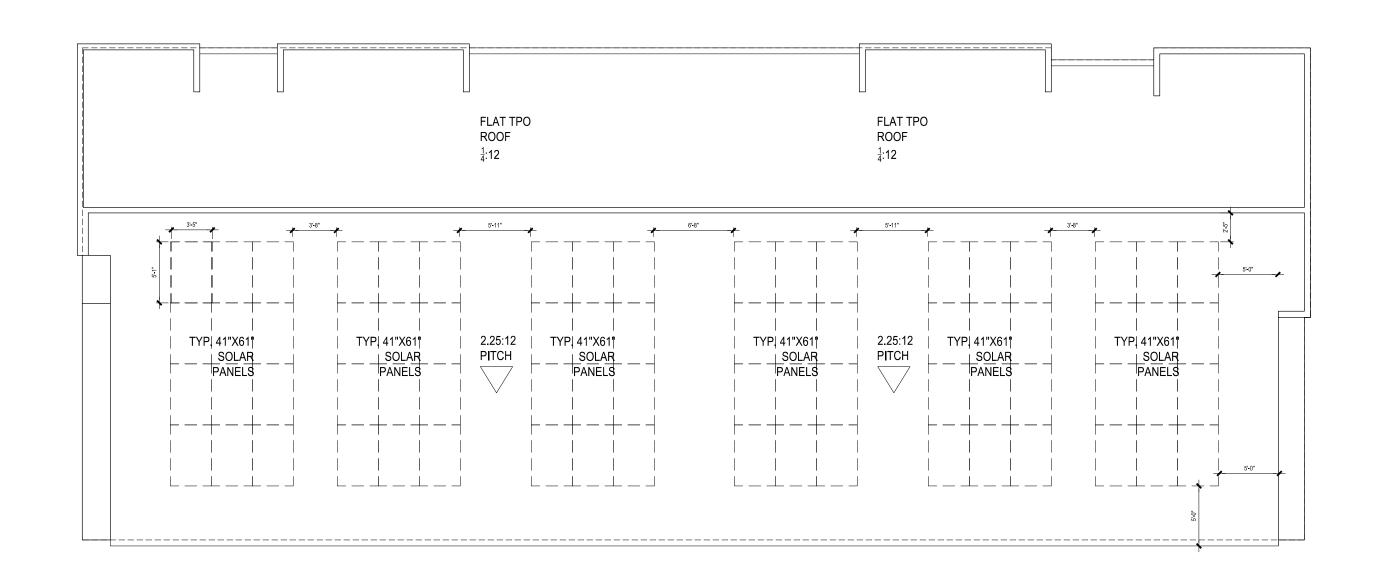


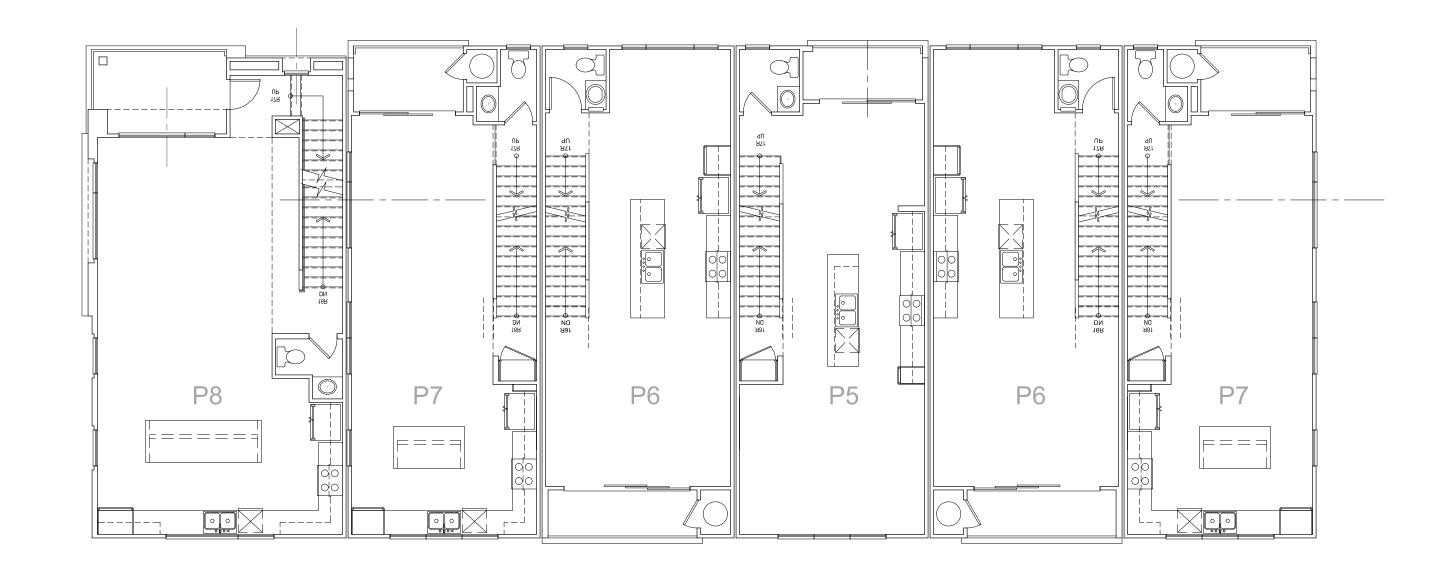
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GARDENA - NORMANDIE AVENUE GARDENA, CA # 2020-0862

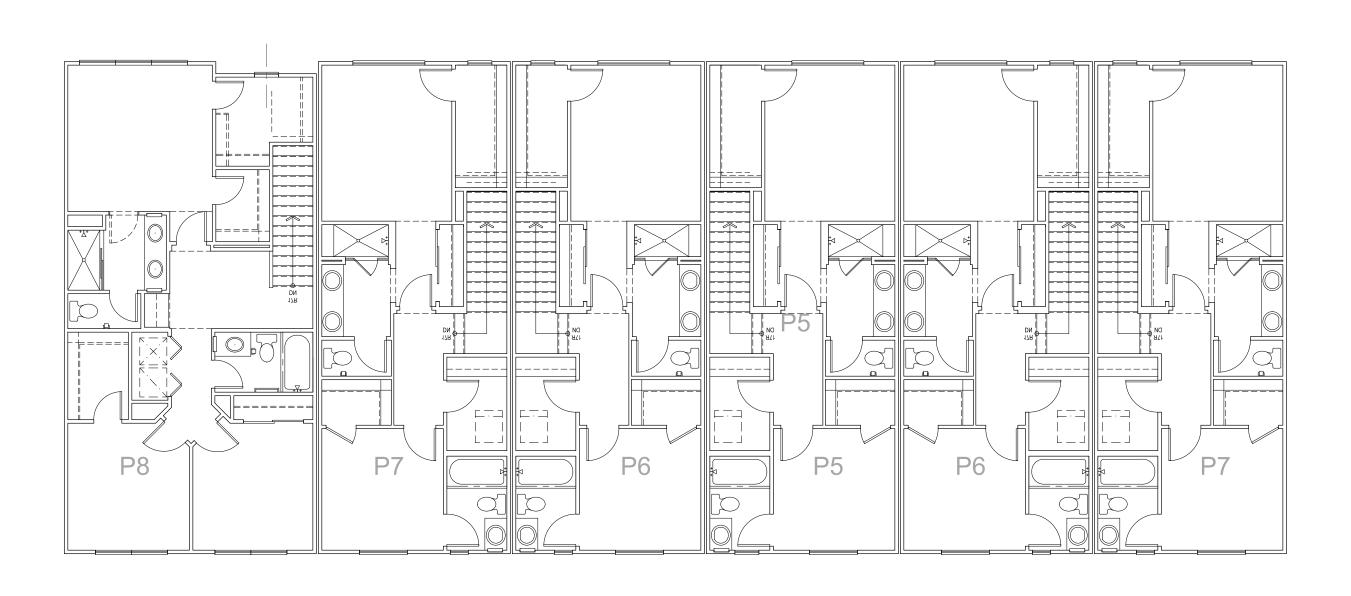
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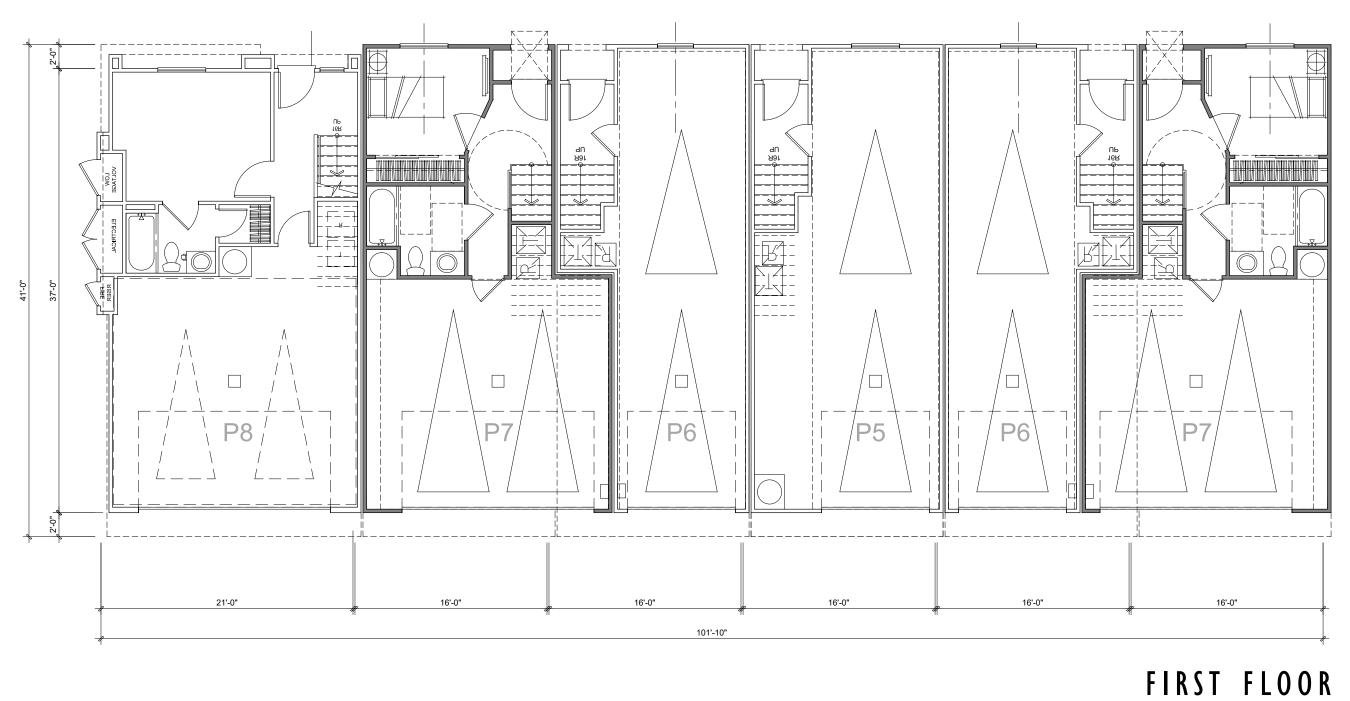
6-PLEX - ELEVATION A2.4. I





ROOFSECOND FLOOR





THIRD FLOOR

GARDENA - NORMANDIE AVENUE

GARDENA, CA # 2020-0862



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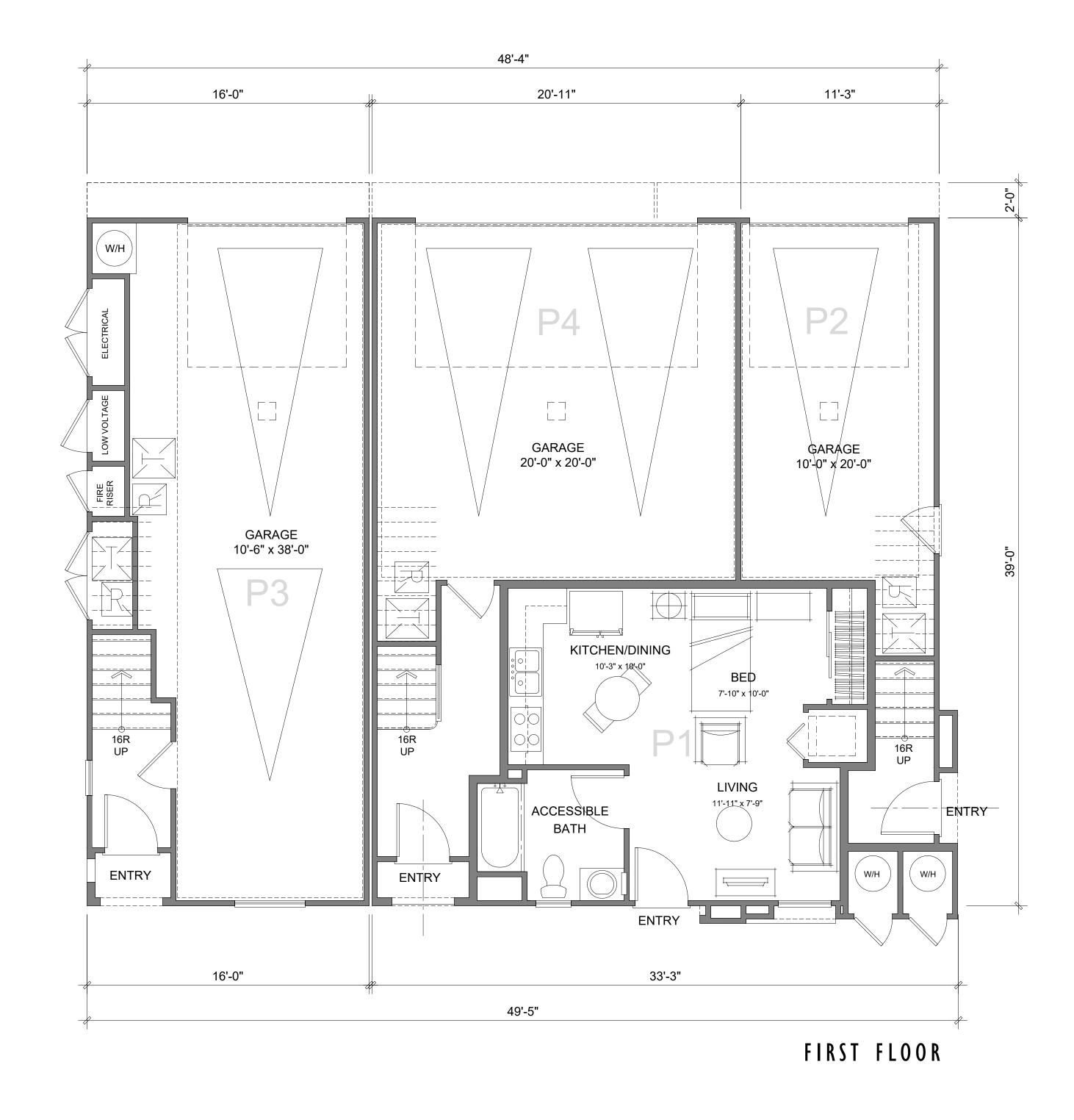
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SECOND FLOOR

]	

P3 GROSS AREA	
1ST FLOOR	60 SQ. FT.
2ND FLOOR	592 SQ. FT.
3RD FLOOR	604 SQ. FT.
TOTAL LIVING	1255 SQ. FT.
DECK	64 SQ. FT.
GARAGE	505 SQ. FT.

P3 NET AREA		
1ST FLOOR	50 SQ. FT.	
2ND FLOOR	561 SQ. FT.	
3RD FLOOR	575 SQ. FT.	
		Т
TOTAL LIVING	1186 SQ. FT.	
DECK	56 SQ. FT.	
GARAGE	478 SQ. FT.	

P2 GROSS AREA		
1ST FLOOR	76 SQ. FT.	
2ND FLOOR	616 SQ. FT.	
TOTAL LIVING	691 SQ. FT.	

P2 NET AREA	
1ST FLOOR	41 SQ. FT.
2ND FLOOR	582 SQ. FT.
TOTAL LIVING	622 SQ. FT.

P1 GROSS AREA		
1ST FLOOR	385 SQ. FT.	
GARAGE	247 SQ. FT.	

P1 NET AREA	
1ST FLOOR	355 SQ. FT.
GARAGE	236 SQ. FT.
GARAGE	200 SQ. F1.



P4 GROSS AREA

1ST FLOOR 2ND FLOOR

3RD FLOOR

TOTAL LIVING

DECK

GARAGE

99 SQ. FT.

593 SQ. FT.

604 SQ. FT.

1295 SQ. FT.

54 SQ. FT.

442 SQ. FT.

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P4 NET AREA

1ST FLOOR

2ND FLOOR

3RD FLOOR

TOTAL LIVING

DECK

GARAGE

86 SQ. FT.

563 SQ. FT.

575 SQ. FT.

1224 SQ. FT.

48 SQ. FT.

423 SQ. FT.

G3 URBAN 15235 S. Western Avenue Gardena, CA 90249 GARDENA - NORMANDIE AVENUE GARDENA, CA # 2020-0862 Plot Date: 06.9.2021

1st Planning Submittal Date: 02.25.2021
Submittal Update: 05.11.2021
Submittal Update: 06.04.2021
Submittal Update: 06.11.2021

SCALE: 1/4"=1'-0"

4-PLEX - UNIT PLANS



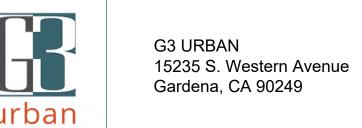
THIRD FLOOR

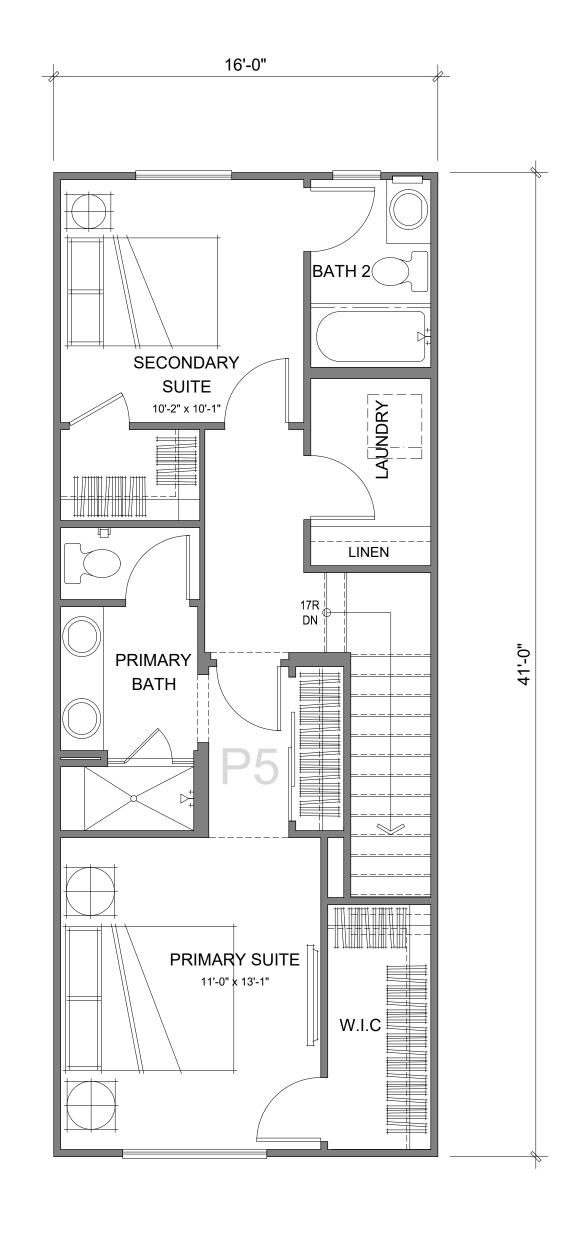


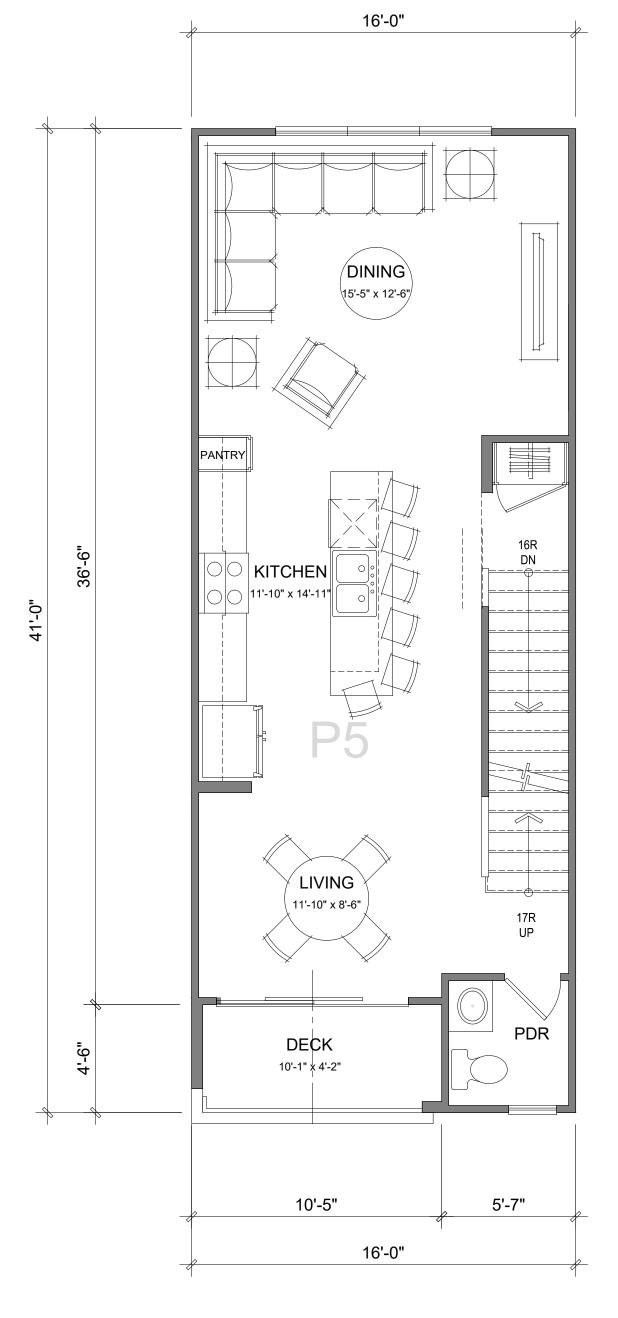
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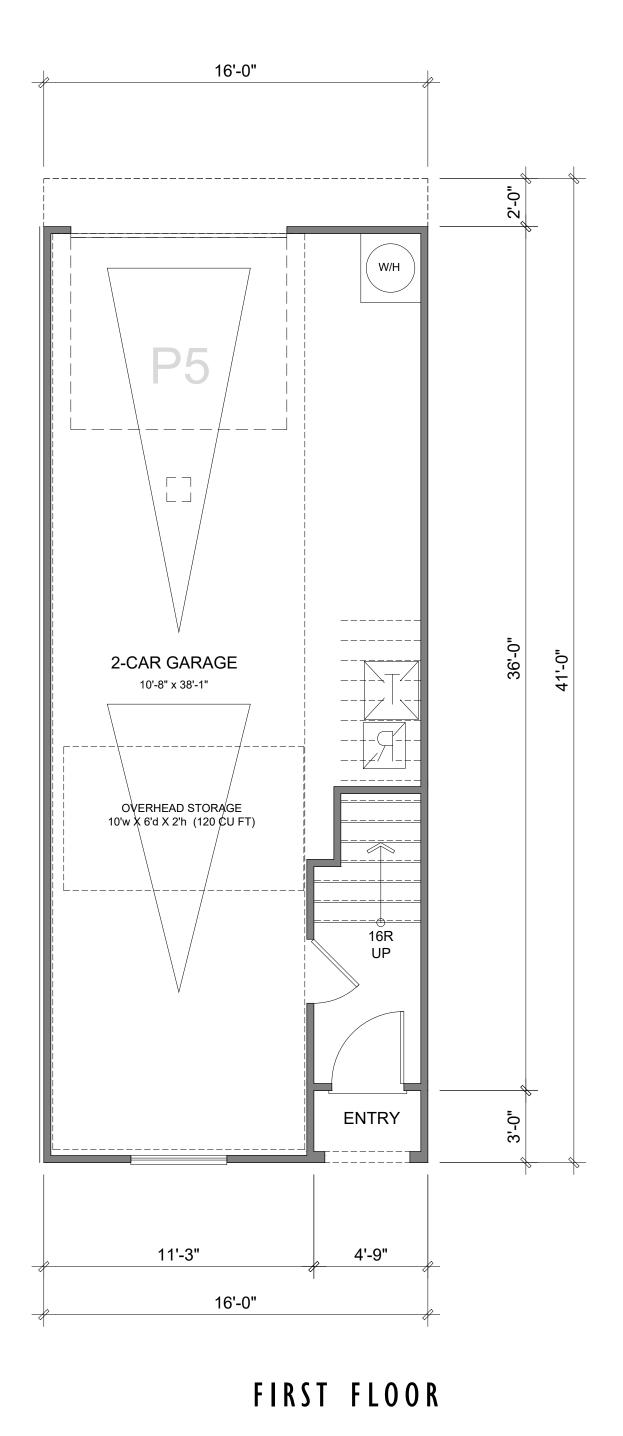
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THIRD FLOOR SECOND FLOOR

P5 GROSS AREA		
1ST FLOOR	88 SQ. FT.	
2ND FLOOR	609 SQ. FT.	
3RD FLOOR	604 SQ. FT.	
TOTAL LIVING	1300 SQ. FT.	
DECK	47 SQ. FT.	
GARAGE	549 SQ. FT.	

P5 NET AREA	
1ST FLOOR	74 SQ. FT.
2ND FLOOR	579 SQ. FT.
3RD FLOOR	575 SQ. FT.
TOTAL LIVING	1228 SQ. FT.
DECK	42 SQ. FT.
GARAGE	498 SQ. FT.



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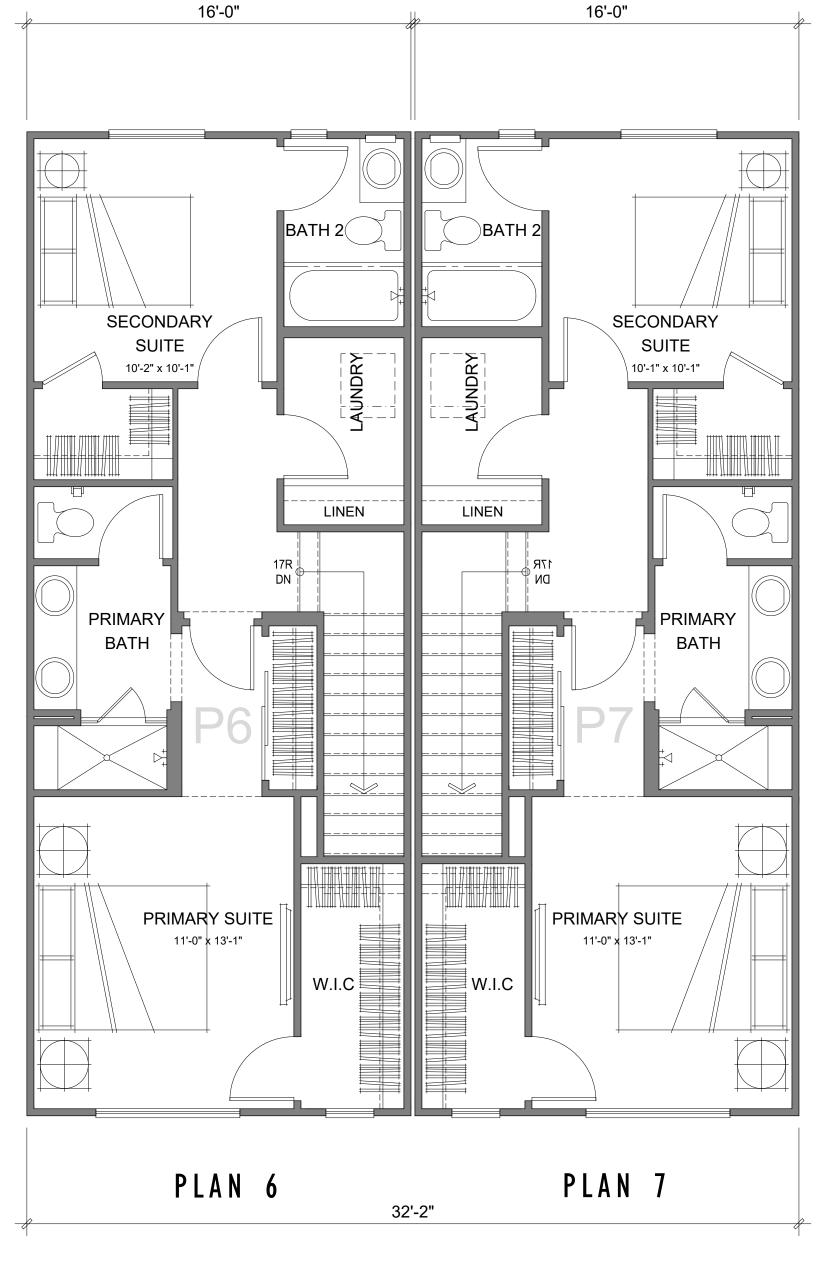
G3 URE 15235 S Garden

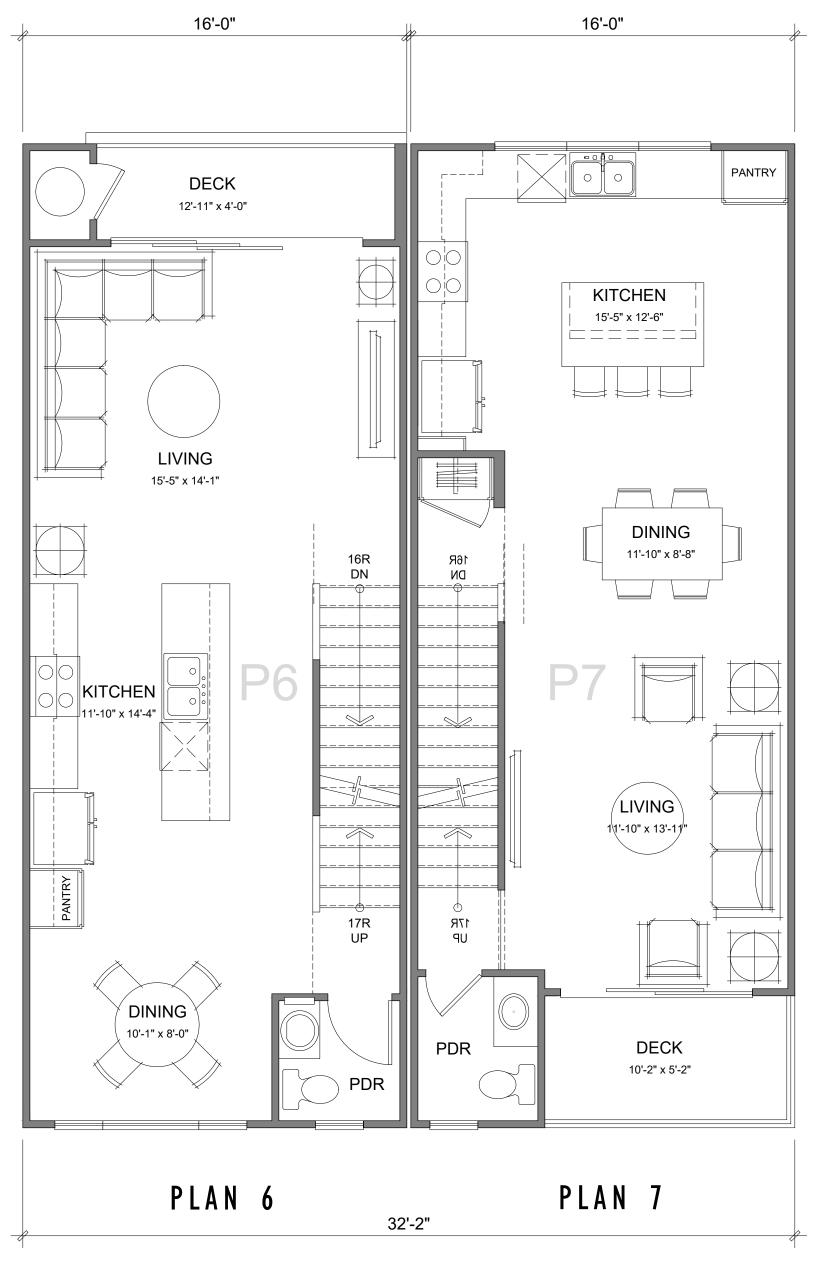
G3 URBAN 15235 S. Western Avenue Gardena, CA 90249 GARDENA - NORMANDIE AVENUE
GARDENA, CA # 2020-0862

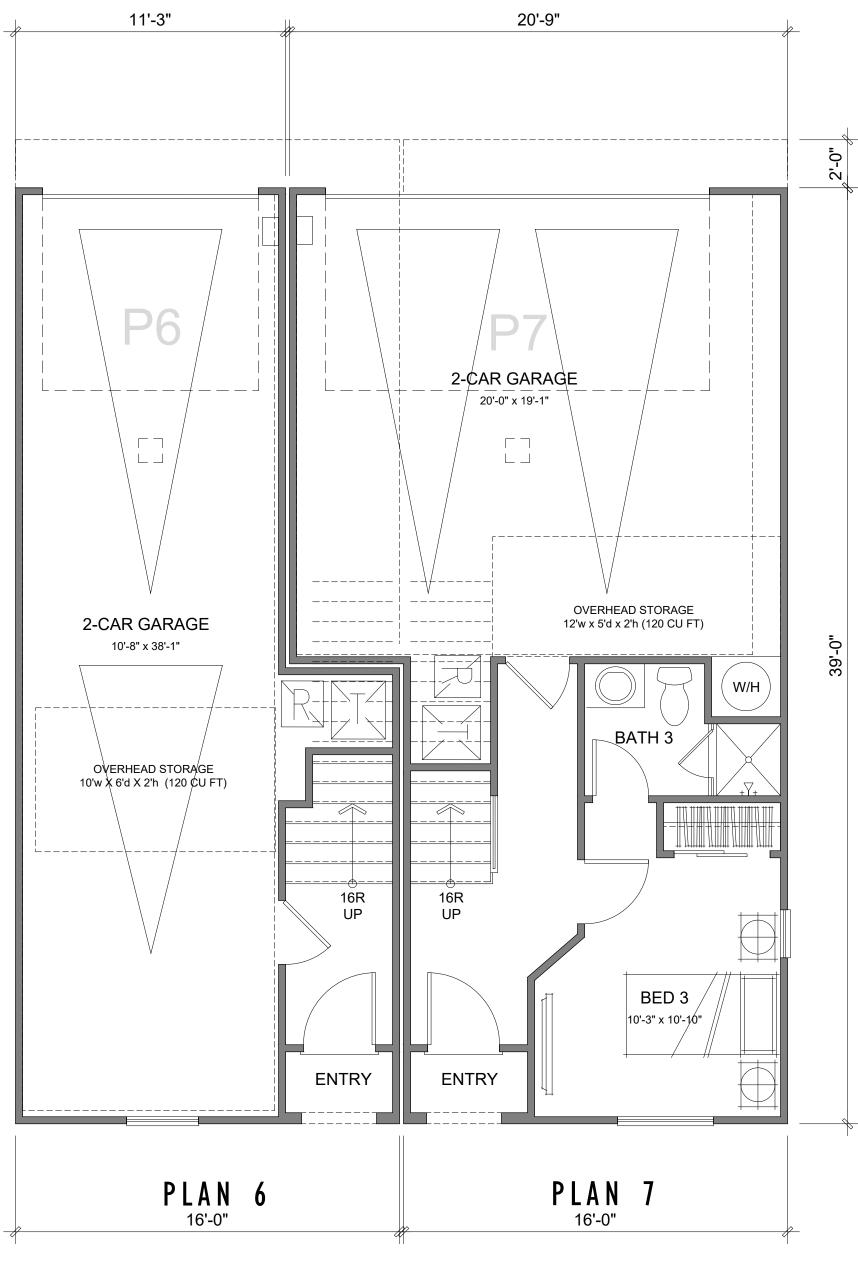
Plot Date: 06.9.2021
1st Planning Submittal Date: 02.25.2021
Submittal Update: 05.11.2021
Submittal Update: 06.04.2021
Submittal Update: 06.11.2021

SCALE: 1/4"=1'-0"

P5 - UNIT PLANS







THIRD FLOOR

SECOND FLOOR

FIRST FLOOR

P6 GROSS AREA	
88 SQ. FT.	
592 SQ. FT.	
604 SQ. FT.	
1284 SQ. FT.	
53 SQ. FT.	
440 SQ. FT.	

P6 NET AREA		
1ST FLOOR	75 SQ. FT.	
2ND FLOOR	561 SQ. FT.	
3RD FLOOR	575 SQ. FT.	
TOTAL LIVING	1211 SQ. FT.	
DECK	46 SQ. FT.	
GARAGE	416 SQ. FT.	

P7 GROSS AREA		
1ST FLOOR	299 SQ. FT.	
2ND FLOOR	599 SQ. FT.	
3RD FLOOR	604 SQ. FT.	
TOTAL LIVING	1502 SQ. FT.	
DECK	57 SQ. FT.	
GARAGE	415 SQ. FT.	

P7 NET AREA		
1ST FLOOR	279 SQ. FT.	
2ND FLOOR	566 SQ. FT.	
3RD FLOOR	575 SQ. FT.	
TOTAL LIVING	1419 SQ. FT.	
DECK	52 SQ. FT.	
GARAGE	395 SQ. FT.	

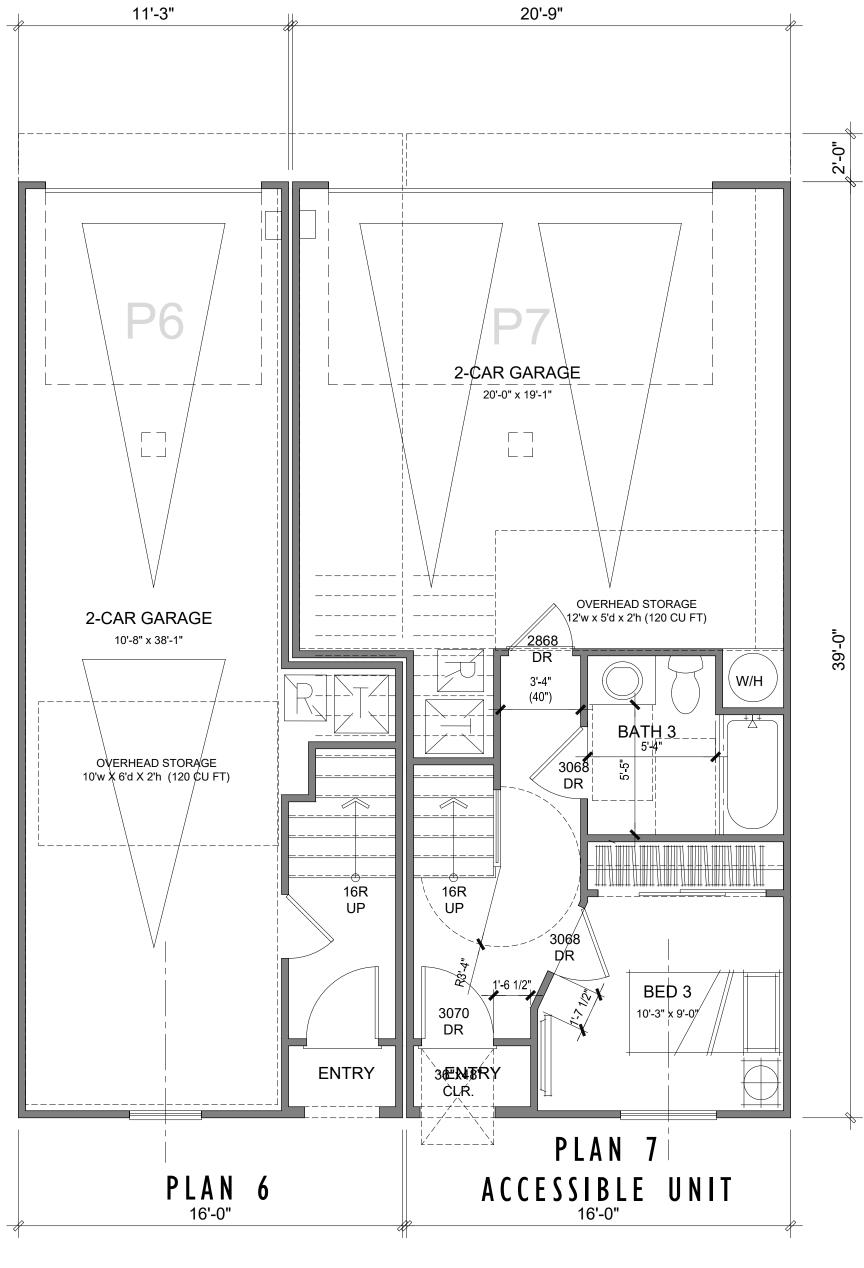


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GARDENA, CA # 2020-0862



FIRST FLOOR



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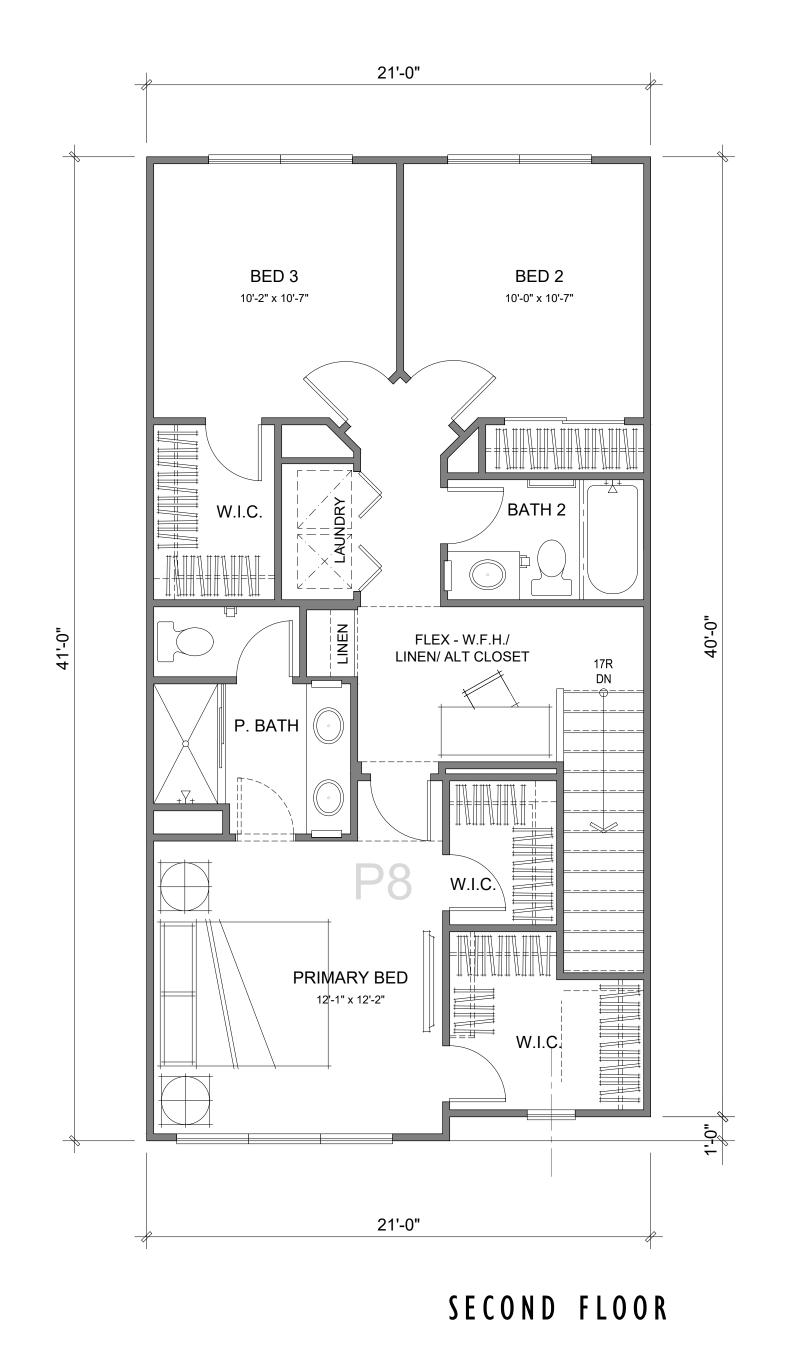


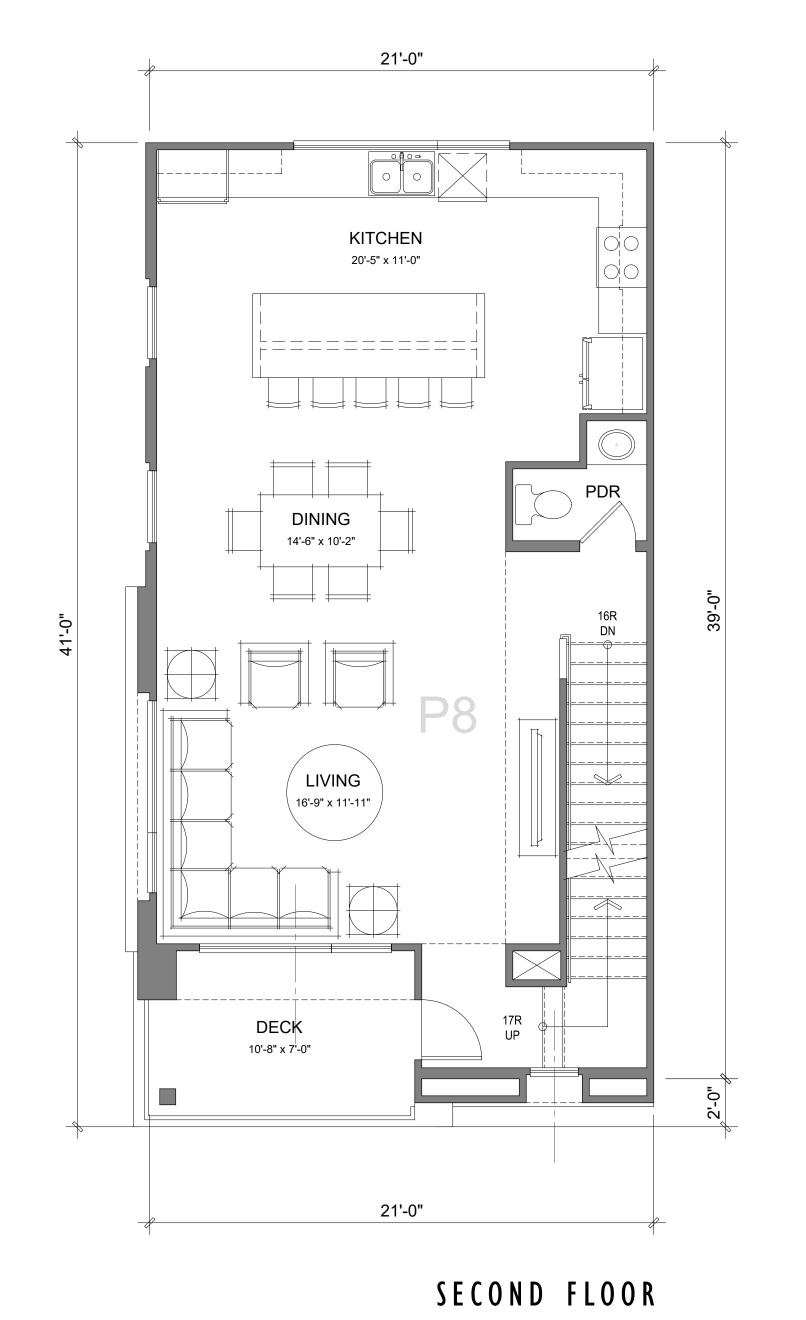
G3 URBAN 15235 S. Western Avenue Gardena, CA 90249

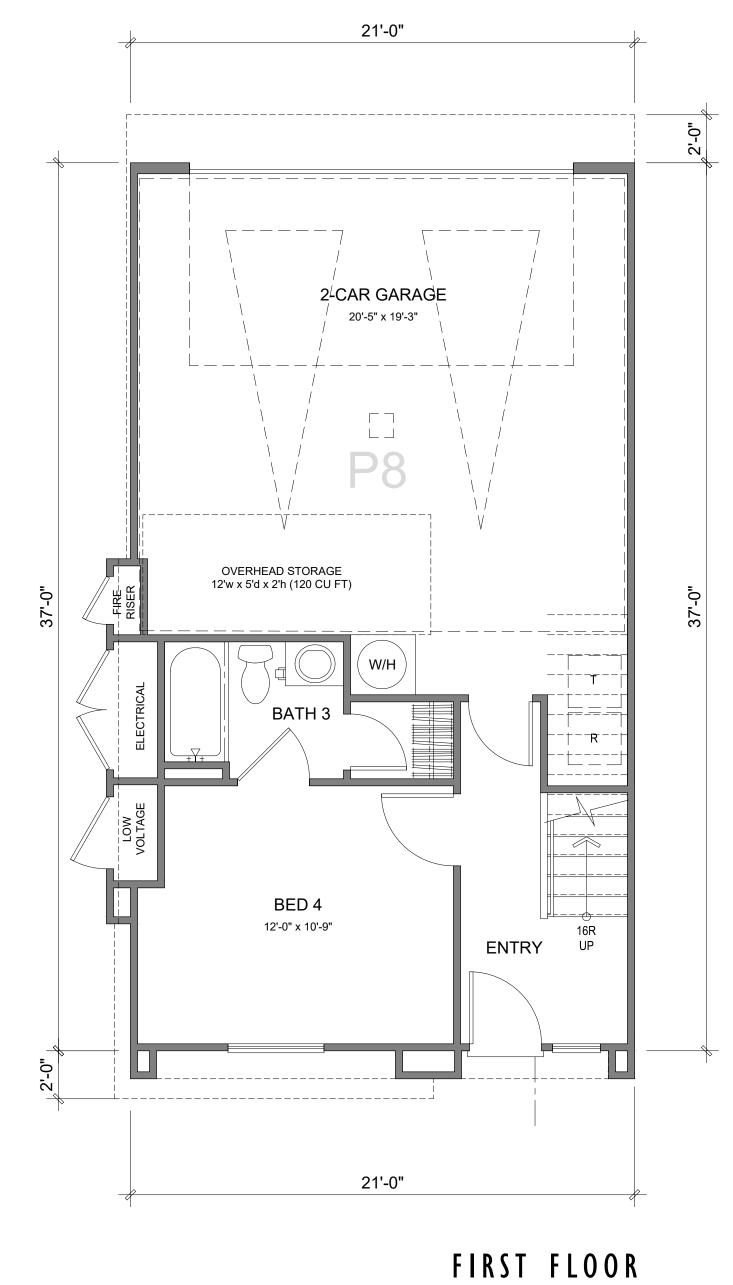
Plot Date: 06.9.2021 1st Planning Submittal Date: Submittal Update: Submittal Update: Submittal Update: 02.25.2021 05.11.2021 06.04.2021 06.11.2021

SCALE: 1/4"=1'-0"

P6/P7 ACESSIBLE - A3.3.1 UNIT PLANS







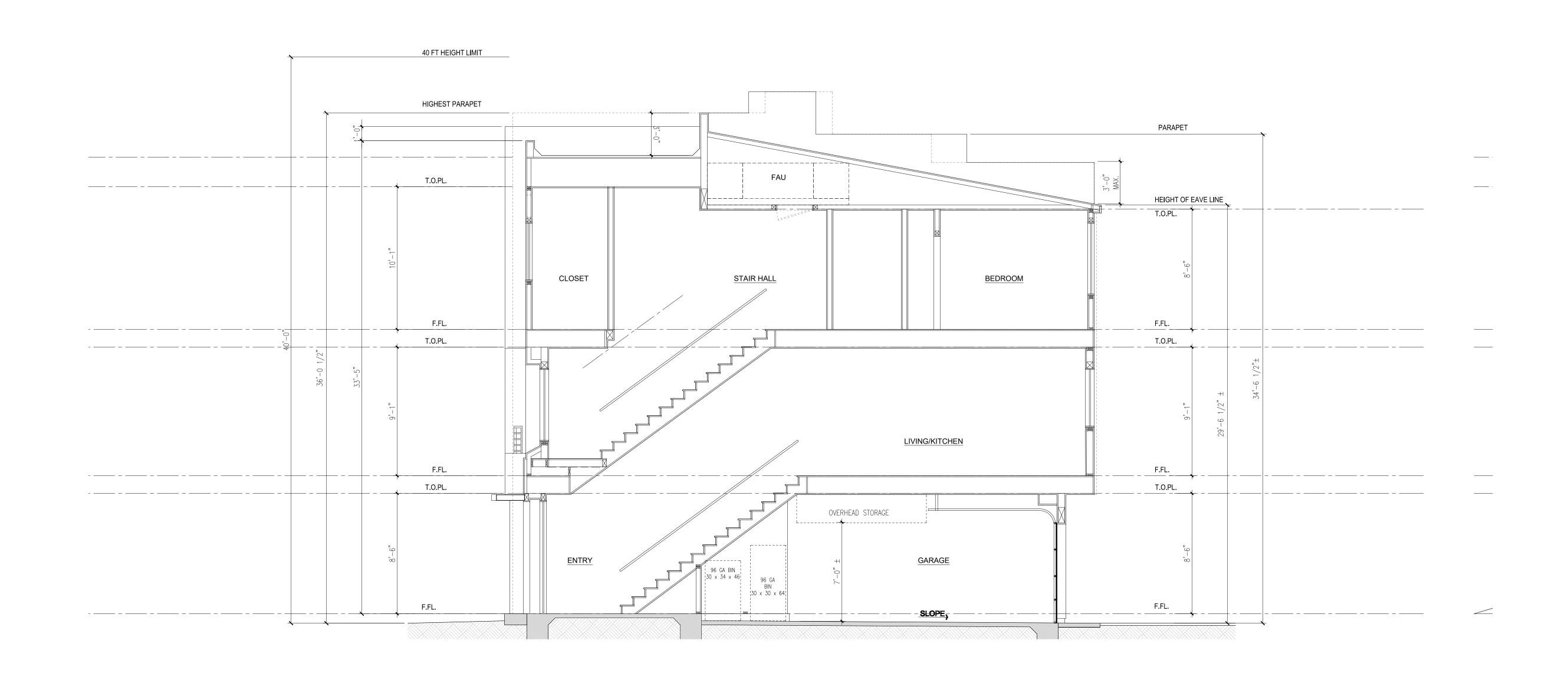
GROSS AREA		
1ST FLOOR	331 SQ. FT.	
2ND FLOOR	760 SQ. FT.	
3RD FLOOR	810 SQ. FT.	
TOTAL LIVING	1901 SQ. FT.	
GARAGE	443 SQ. FT.	
DECK	81 SQ. FT.	

NET AREA		
1ST FLOOR	309 SQ. FT.	
2ND FLOOR	724 SQ. FT.	
3RD FLOOR	774 SQ. FT.	
TOTAL LIVING	1807 SQ. FT.	
GARAGE	421 SQ. FT.	
DECK	75 SQ. FT.	









- NOTES:
 F.A.U. SHOULD FIT IF GABLE ROOF AT 2.25:12 IS

- USED.

 96 GALLON BIN 46" HIGH. BARELY FITS UNDER THE STAIRS. NEEDS A 6" DEPRESSION FROM FINISHED FLOOR AS SHOWN.

 PLATE HEIGHT AT 3RD FLOOR IS AT 30 FT MEASURED 8" BELOW FF WITH 15" FLOOR STRUCTURE.

 8'-6" FIRST, 9'-1" SECOND AND 8'-6" THIRD, WITH 10-'1" AT PRIMARY SUITES (24" ROOF STRUCTURE)



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Suite 200

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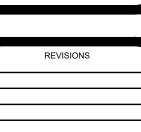








-NORMANDIE
MILY PROJECT
RMANDIE AVENUE
A, CALIFORNIA ARDENA: MULTI-FAN 15725 S. NOR GARDENA



CAD S.T.B. C.R. 6/8/21 20-40 1"=10'

LP-1

PLANT SCHEDULE					
TREES	QTY	BOTANICAL NAME	COMMON NAME	<u>SIZE</u>	WUCOLS
	9	BAUHINIA X BLAKEANA	HONG KONG ORCHID TREE	36" BOX	MODERATE
	8	CALLISTEMON VIMINALIS 'CVO1' TM	SLIM BOTTLEBRUSH	24" BOX	MODERATE
	6	PITTOSPORUM TENUIFOLIUM 'WRINKLED BLUE'	WRINKLED BLUE TAWHIWHI	24" BOX	MODERATE
	14	PRUNUS CAROLINIANA 'MONUS' TM PATIO TREE FORM	BRIGHT 'N TIGHT CAROLINA LAUREL CHERRY	24" BOX	MODERATE
<u>SHRUBS</u>	QTY	BOTANICAL NAME	COMMON NAME	<u>SIZE</u>	<u>WULCOS</u>
	13	ASCLEPIAS TUBEROSA	BUTTERFLY MILKWEED	5 GAL.	LOW
	62	BAILEYA MULTIRADIATA	DESERT MARIGOLD	1 GAL.	LOW
	14	DIETES X 'LEMON DROP' MODERATE	FORTNIGHT LILY	5 GAL.	LOW
	83	GERANIUM INCANUM	TRAILING GERANIUM	1 GAL.	LOW
	89	HELICTOTRICHON SEMPERVIRENS 'SAPPHIRE'	SAPPHIRE BLUE OAT GRASS	5 GAL.	LOW
	87	LANTANA CAMARA 'MONIKE' TM	TEENIE GENIE LANTANA	5 GAL.	LOW
5 ° ° ° ° ° ° ° ° ° ° ° ° ° ° ° ° ° ° °	20	LAVANDULA DENTATA 'GOODWIN CREEK GRAY'	GOODWIN CREEK GRAY LAVENDER	5 GAL.	LOW
	161	LEWISIA COTYLEDON 'RAINBOW'	RAINBOW MIX LEWISIA	1 GAL.	LOW
*	114	LOMANDRA LONGIFOLIA 'BREEZE' TM	BREEZE MAT RUSH	5 GAL.	LOW
	32	MAHONIA EURYBRACTEATA 'SOFT CARESS'	SOFT CARESS MAHONIA	15 GAL.	LOW
	64	ROSMARINUS OFFICINALIS 'UPRIGHT BLUE'	UPRIGHT BLUE ROSEMARY	15 GAL.	LOW
	31	SALVIA LEUCANTHA 'SANTA BARBARA'	MEXICAN BUSH SAGE	5 GAL.	LOW
	35	SANSEVIERIA TRIFASCIATA 'LAURENTII'	SANSEVIERIA	1 GAL.	LOW
e a car	12	SPHAERALCEA AMBIGUA 'PAPAGO PINK' TM	DESERT GLOBEMALLOW	5 GAL.	LOW
	64	TEUCRIUM COSSONII MAJORICUM	GERMANDER	5 GAL.	LOW
VINE/ESPALIER	QTY	BOTANICAL NAME	COMMON NAME	<u>SIZE</u>	<u>WULCOS</u>
· Salaya Barana	4	CAMPSIS RADICANS 'ATOMIC RED' TRAIN ON PLANTER TRELLIS	TRUMPET VINE	5 GAL.	LOW
≥°ex**ex	24	MACFADYENA UNGUIS—CATI TRAIN ON BLOCK WALLS	YELLOW TRUMPET VINE	5 GAL.	LOW
	4	PASSIFLORA X 'LAVENDER LADY' TRAIN ON PLANTER TRELLIS	PASSION VINE	5 GAL.	MODERATE
	2	TRACHELOSPERMUM JASMINOIDES TRAIN ON PLANTER TRELLIS	CHINESE STAR JASMINE	5 GAL.	MODERATE
	4	VITIS CALIFORNICA 'ROGER'S RED' TRAIN ON PLANTER TRELLIS	CALIFORNIA WILD GRAPE	5 GAL.	LOW
GROUND COVERS	BOTANICAL NAME	COMMON NAME	<u>SIZE</u>	WUCOLS	<u>SPACING</u>
	WOOD MULCH 3'' DEPTH IN ALL PLANTERS	REDWOOD GORILLA HAIR			

WATER CONSERVATION STATEMENT:

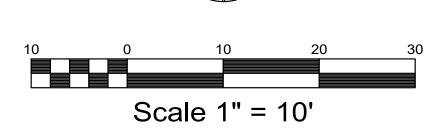
FINAL LANDSCAPE PLANS MEET ALL WATER CONSERVATION REQUIREMENTS SET FORTH IN BOTH THE CITY AND STATE ORDINANCES. THE FINAL PLANS WILL ACHIEVE THESE GOALS THROUGH THE USE OF HIGHLY EFFICIENT DRIPLINES AND/ OR EMITTERS AND TREE BUBBLERS TO ALL PLANTED AREAS, COMBINED WITH A "SMART" E.T. BASED CONTROLLER AND RAIN SHUT-OFF DEVICE. THE CONTROLLER WILL RECEIVE E.T. INFORMATION THAT WILL ALLOW THE CONTROLLER TO UP-DATE R.C.V. RUN TIMES ON A DAILY BASIS THEREBY REDUCING THE NEED FOR MANUALLY ADJUSTING THE CONTROLLER FOR WEEKLY OR SEASONAL WEATHER CHANGES



SITE PLAN

UNDERGROUND SERVICE ALERT

811

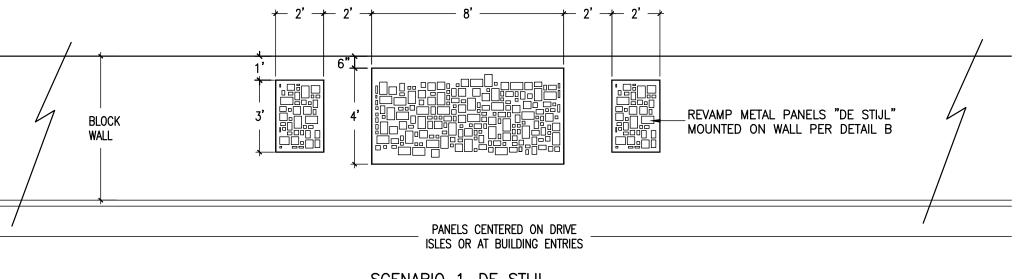


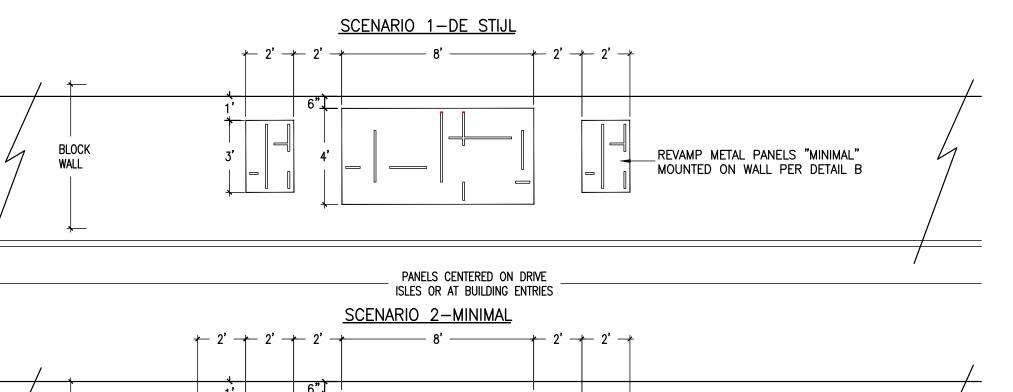
WALL-MOUNTED ART PANELS

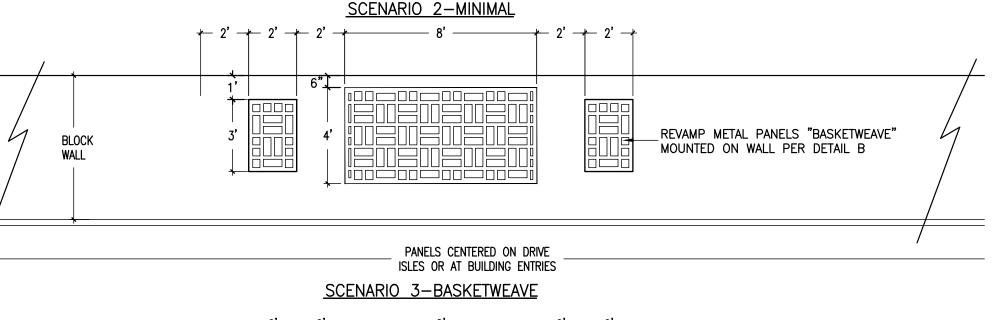
REFERENCE NOTES SCHEDULE

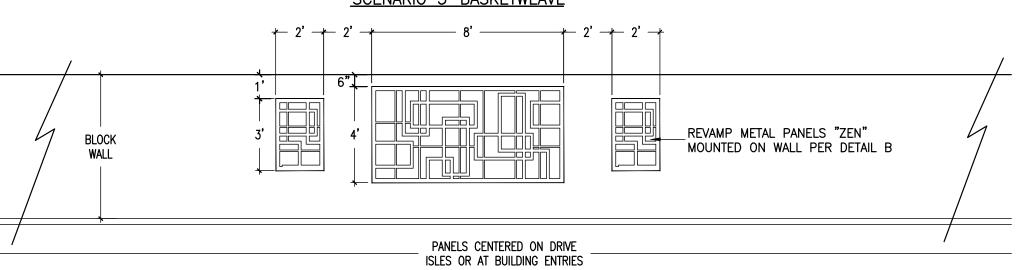
SYMBOL	DESCRIPTION	<u>QTY</u>
1	PROVIDE AND INSTALL INTEGRAL COLORED CONCRETE—COLOR PER OWNER	
2	CLUSTER TYPE MAIL BOX PER ARCHITECT'S PLANS-TYPICAL	
3	PERIMETER BLOCK WALLS— GREY SPLIT FACE COLOR PER CIVIL PLANS	
4	WQMP DEVICE PER CIVIL PLANS	
5	PUBLIC CONCRETE SIDEWALKS PER CIVIL PLANS-TYPICAL	
6	PROPOSED UTILITY/STRUCTURE/DEVICE PER CIVIL PLANS-TYPICAL	
<u>SYMBOL</u>	DESCRIPTION	<u>QTY</u>
	TOURNESOL SITEWORKS WX-481824-PLANTER WITH TRELLIS LXWXH - 48" X 18" X 24"	2
	TOURNESOL SITEWORKS WX-961824-PLANTER WITH TRELLIS LXWXH - 96" X 18" X 24"	2
	TOURNESOL SITEWORKS WR-962424-PLANTER WITH TRELLIS LXWXH - 96" X 24" X 24"	10
	TOURNESOL SITEWORKS WCF-48 48" BENCH MODULE	8

PROVIDE AND INSTALL METAL WALL-MOUNTED ART PANELS PER 13
ELEVATION SHEET LP-2



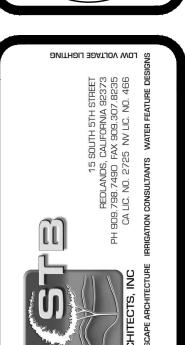






SCENARIO 4-ZEN









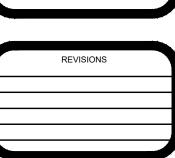
CONCEPTUAL ANDSCAPE PLA

SARDENA-NORMANDIE

MULTI-FAMILY PROJECT

15725 S. NORMANDIE AVENUE

GARDENA, CALIFORNIA

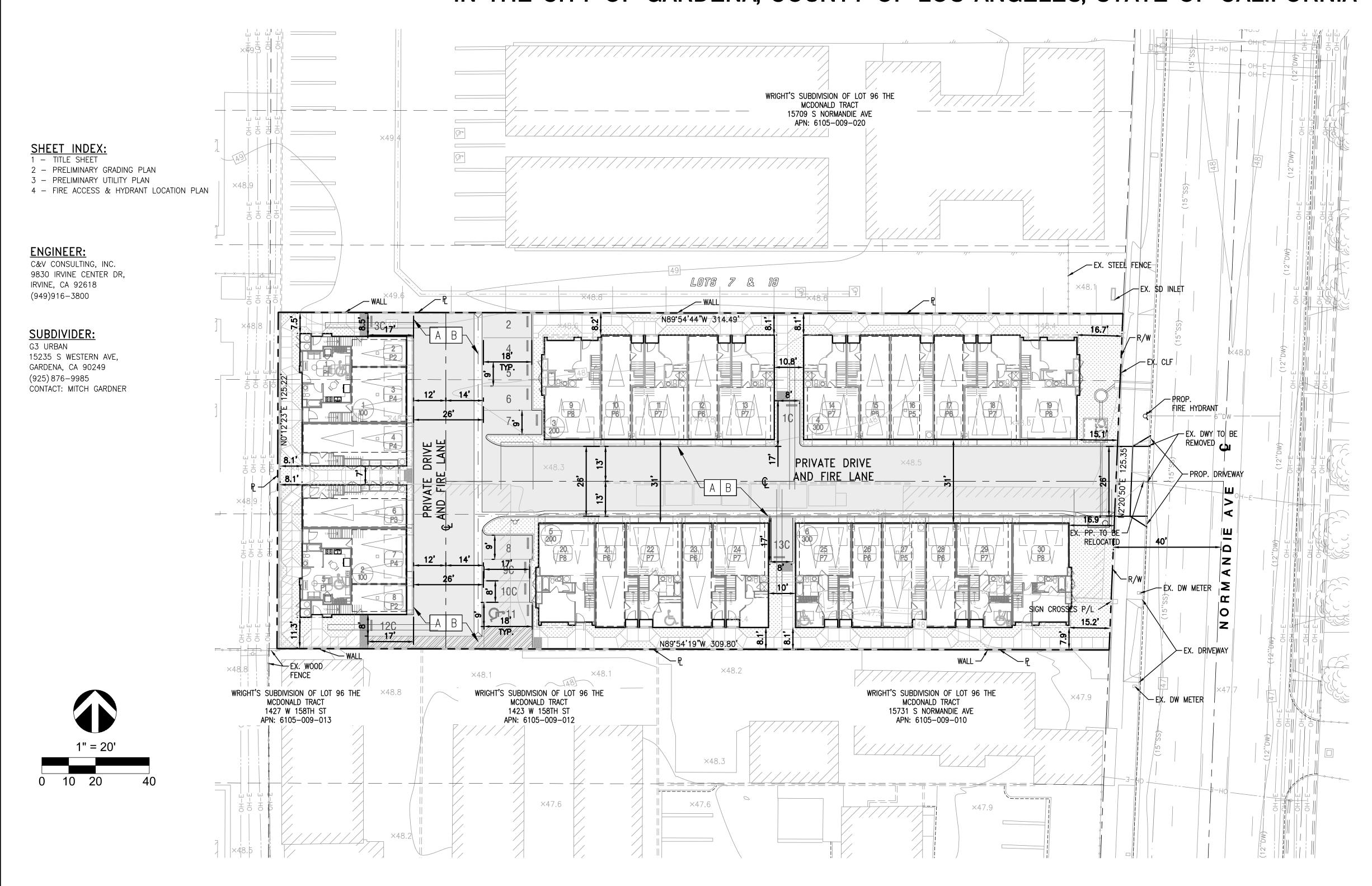


CAD S.T.B. C.R. 6/8/21 20-40 1"=10'

LP-2

VESTING TENTATIVE TRACT MAP NO. 83318

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



PREPARED FOR:

ENGINEER'S STATEMENT:

THIS TENTATIVE MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION ON JUNE 10, 2021.

RYAN BITTNER, R.C.E. 68167

PROPOSED EASEMENTS:

B INDICATES AN EASEMENT FOR PUBLIC UTILITIES (PUE)

A INDICATES AN EASEMENT FOR INGRESS AND EGRESS FOR EMERGENCY AND PUBLIC SERVICE VEHICLES

LEGAL DESCRIPTION:

SAN PEDRO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 53 PAGE 32 OF MISCELLANEOUS RECORDS OF SAID COUNTY, INCLUDED WITHIN THE LINES OF, AND FORMERLY KNOWN AS, LOTS 8, 9, 20 AND 21, AND THE SOUTH HALF OF LOTS 7 AND 19 IN BLOCK 4 OF WRIGHT'S SUBDIVISION AS PER MAP RECORDED IN BOOK 25 PAGE 23 OF MISCELLANEOUS RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THE WEST 39.50 FEET OF THE SOUTH HALF OF SAID LOT 7

ALSO EXCEPTING THEREFROM THE WEST 39.50 FEET OF SAID LOTS 8 AND 9.

SITE ADDRESS:

15725 NORMANDIE AVENUE, GARDENA, CALIFORNIA

CARL L. TOWNSEND, TRUSTEE OF THE SURVIVOR'S TRUST SHARE OF THE TOWNSEND FAMILY TRUST, DATED JULY 16, 2001

BASIS OF BEARINGS:

SYSTEM OF 1983, CCS83, ZONE V 2010.00 EPOCH IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819; SAID BEARING BEING N31°51'54"W BETWEEN CALIFORNIA SPATIAL REFERENCE CENTER STATIONS "CSDH" AND "P799"

DATUM STATEMENT:

ALL COORDINATES SHOWN HEREON ARE GRID VALUES. ALL DISTANCES SHOWN HEREON ARE GROUND VALUES UNLESS OTHERWISE NOTED. A GENERALIZED COMBINATION SCALE FACTOR OF 1.00003796 WAS USED FOR THIS PROJECT AT NORTHING 1781777.085, EASTING 6470570.827. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES BY THE COMBINATION SCALE FACTOR.

BENCHMARK STATEMENT:

CITY OF LOS ANGELES BENCHMARK NO. 21-02552 ELEV: 40.941 (NAVD 88)

DESCRIBED AS: "L&T W CURB NORMANDIE AVE; N CURB PROD 164TH ST" (TABLE A-5)

FLOOD NOTE:

LEGEND:

THE SUBJECT PROPERTY FALLS WITHIN "ZONE X - AREA OF MINIMAL FLOOD HAZARD" PER FEMA MAP NO. 06037C1795F, A PRINTED PANEL, EFFECTIVE SEPTEMBER 26, 2008 (TABLE A-3).

LAND USE SUMMARY:

GROSS AREA: 0.897 AC (39,092 SF) NET AREA: 0.897 AC (39,092 SF) TOTAL PROPOSED LOTS: 1 TOTAL PROPOSED DWELLING UNITS: 30

UTILITY PURVEYORS & SERVICES:

WATER: GOLDEN STATE WATER COMPANY; PHONE: 800-999-4033 SEWER: CITY OF GARDENA; PHONE: 310-217-9500 <u>ELECTRIC:</u> SOUTHERN CALIFORNIA EDISON; PHONE: 909-592-3737 CABLE, TELEPHONE, INTERNET: AT&T; PHONE: 800-288-2020 <u>DIRECT TV;</u> PHONE: 855-802-3473

TIME WARNER CABLE; PHONE: 800-892-2253 DISH NETWORK; PHONE: 888-656-3109

SCHOOL DISTRICT: LOS ANGELES UNIFIED SCHOOL DISTRICT; PHONE: 213-241-1000

SYMBOLS:

AP	ANGLE POINT	○ B0	BLOW-OFF VALVE
ASPH	ASPHALT PAVEMENT	DI	DRAIN INLET
BC	BUILDING CORNER	△ FH	FIRE HYDRANT
BEG	BEGIN	->-	LIGHT STANDARD
ВО	BLOW-OFF VALVE	©	STORM DRAIN MANHOLE
BLDG	BUILDING		
BW	BLOCK WALL	S	SANITARY SEWER MANHOLE
CB	CATCH BASIN		SIGN POST
CF	CURB FACE	□GM	GAS METER
CLF CMF	CHAIN LINK FENCE CORRUGATED METAL FENCE	□WM	WATER METER
CONC	CONCRETE PAVEMENT	⊗V	UTILITY VALVE
DI	DRAIN INLET		UTILITY/POWER POLE
DWY	DRIVEWAY		,
FH	FIRE HYDRANT		BLOCK/RETAINING SCREEN WALL
GM	GAS METER		BLOCK/RETAINING LOW WALL
LS	LANDSCAPING		PLANTER/DECORATIVE WALL
MH	MANHOLE	— OH-E—	OVERHEAD WIRE
PKWY	PARKWAY		EDGE OF ASPHALT PAVEMENT
P/L			
RET	RETAINING		WOOD/WROUGHT IRON FENCE
ROW	RIGHT-OF-WAY	——X—	CHAIN LINK FENCE
SFH	SINGLE—FAMILY HOME		DIRECTION OF FLOW
ST LT		—93 —	MINOR CONTOUR (1' INTERVAL)
TE	TRASH ENCLOSURE		·
TEMP	TEMPORARY	-100-	MAJOR CONTOUR (5' INTERVAL)
TF	TRANSFORMER	\.O.4 F	CDOT ELEVATION

TRANSFORMER ×91.5 SPOT ELEVATION WOOD FENCE

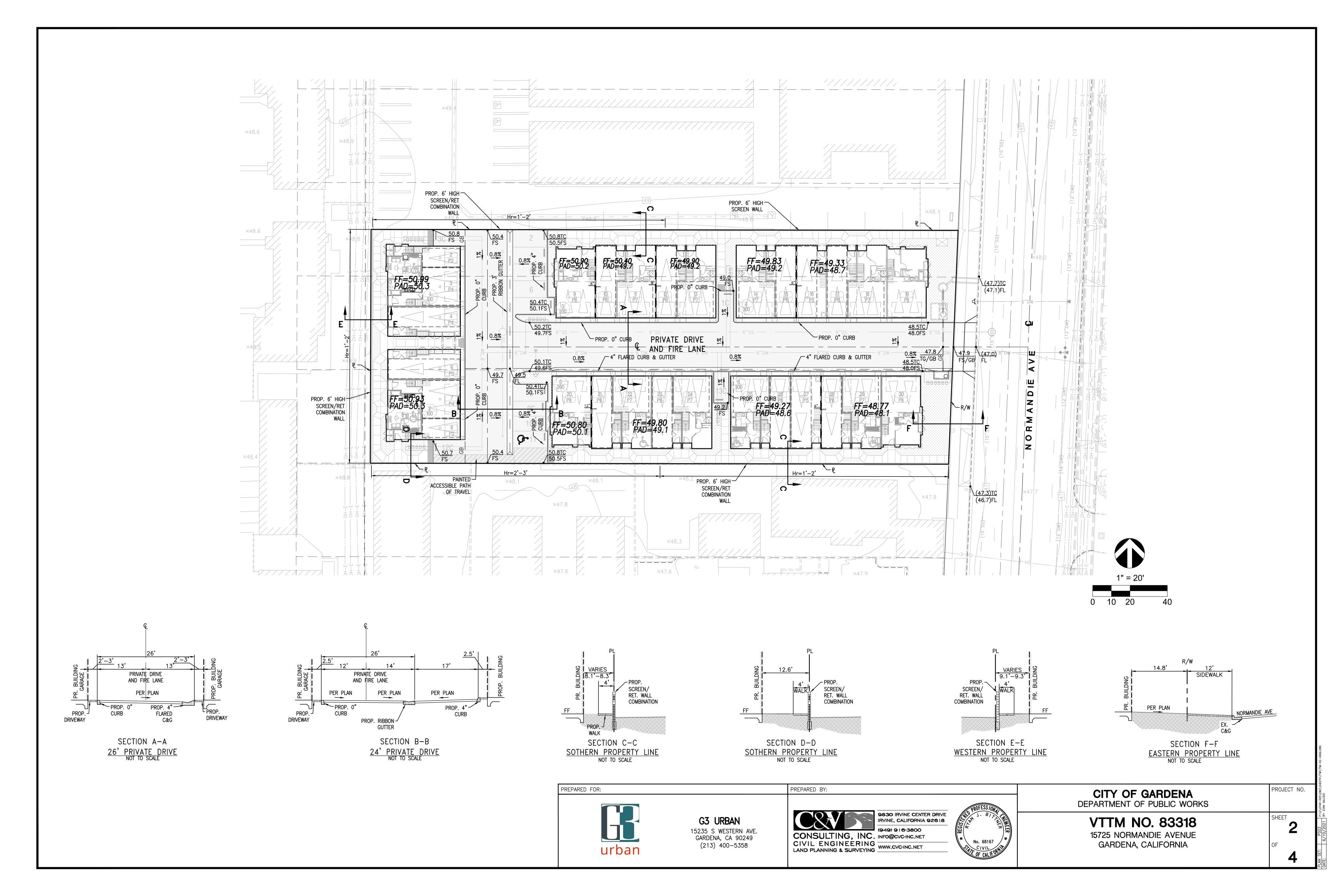
WALL WATER METER VALVE

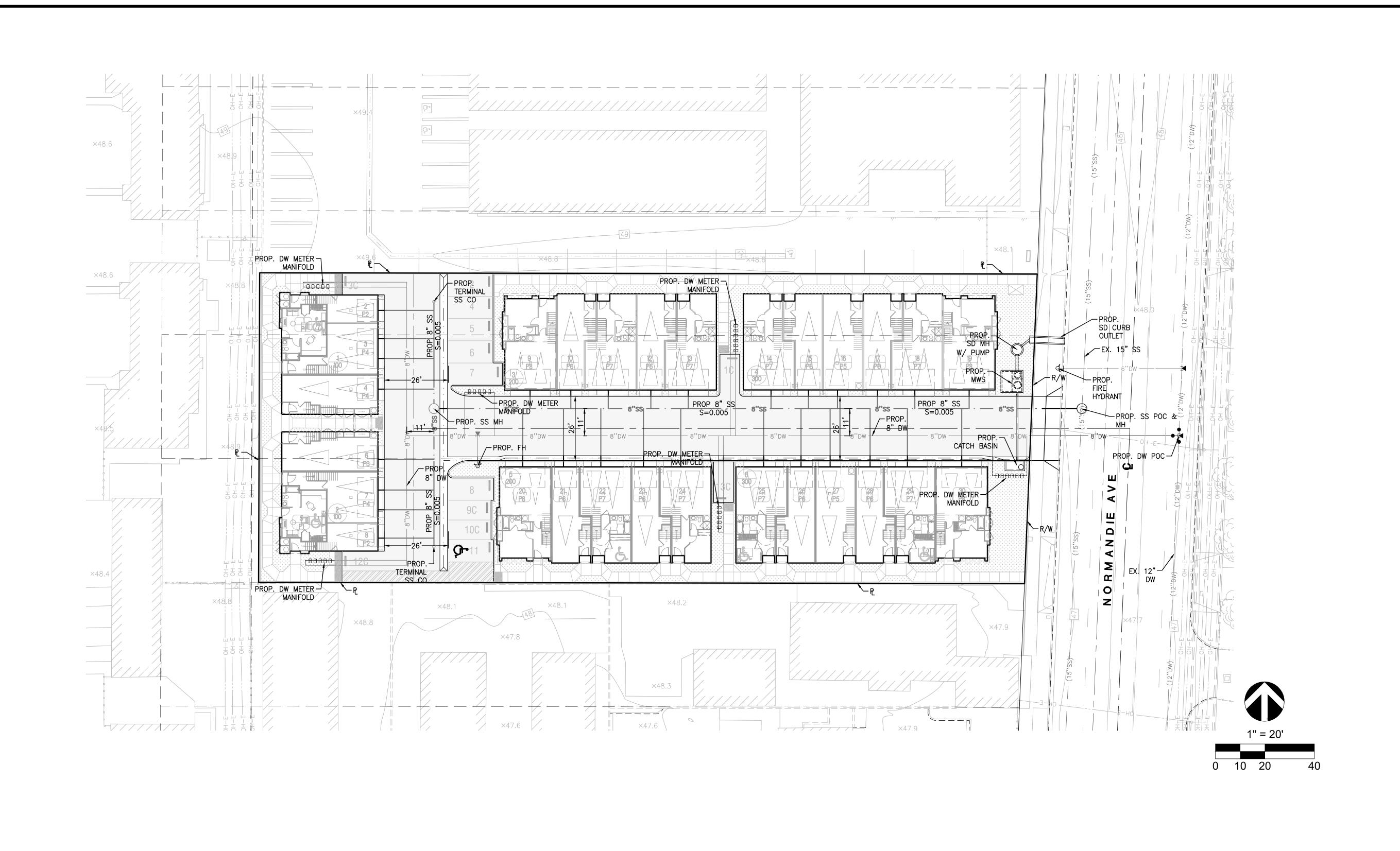
> CITY OF GARDENA DEPARTMENT OF PUBLIC WORKS

VTTM NO. 83318 15725 NORMANDIE AVENUE GARDENA, CALIFORNIA TITLE SHEET

PROJECT NO.

PREPARED BY: 9830 IRVINE CENTER DRIVE G3 URBAN IRVINE, CALIFORNIA 92618 15235 S WESTERN AVE. CONSULTING, INC. INFO@CVC-INC.NET GARDENA, CA 90249 CIVIL ENGINEERING WWW.CVC-INC.NET (213) 400-5358 urban





PREPARED FOR:

C3 URBAN

15235 S WESTERN AVE.

GARDENA, CA 90249

(213) 400-5358

PREPARED BY:

SOURBAN

15235 S WESTERN AVE.

GARDENA, CA 90249

(213) 400-5358

PREPARED BY:

SOURBAN

IRVINE CENTER IRVINE, CALIFORNIA 9;

(949) 916-3800

INFO@CVC-INC.NET

WWW.CVC-INC.NET

9830 IRVINE CENTER DRIVE IRVINE, CALIFORNIA 926 18

(949) 916-3800

INC. INFO@CVC-INC.NET

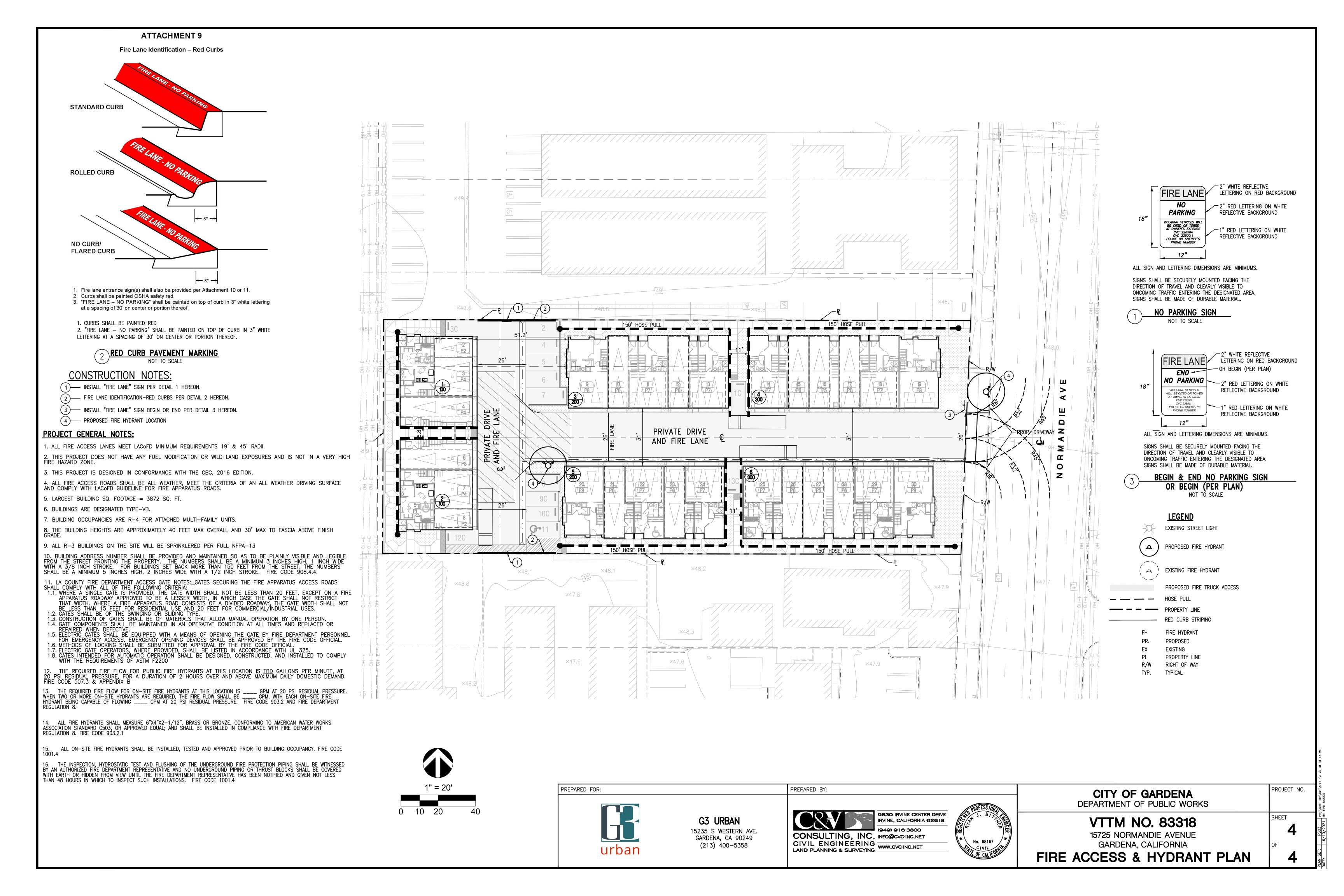
WWW.CVC-INC.NET

WWW.CVC-INC.NET

CITY OF GARDENA
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.
SHEET

VTTM NO. 83318
15725 NORMANDIE AVENUE
GARDENA, CALIFORNIA
PRELIMINARY UTILITY PLAN



AGREEMENT FOR THE PROVISION OF AFFORDABLE HOUSING

This Agreement	for the Provision of Affordable Housing ("Agreement") is entered into this
day of	_, 2021, by and between G3 Urban a California corporation ("Developer"), and
the City of Garde	ena. ("City").

RECITALS

City has approved entitlements for Developer's 30 unit residential condominium development project (the "Project") located at 15717-15725 S. Normandie Avenue, Gardena California (the "Site"). The Project has been granted a Density Bonus based on development of three studio units that are to be sold at Affordable Housing Cost to Low-Income Households (the "Program Units").

NOW, THEREFORE, the parties agree as follows:

I. DEFINITIONS

- §1.1 "Affordable Housing Cost" shall have the meaning ascribed to it in Section 50052.5 of the California Health & Safety Code (as of the date of this Agreement or as subsequently amended from time to time. In computing affordable housing cost:
 - a. Benchmark down payment amounts will be used in the Affordable Housing Cost calculations. The benchmark down payments will be set at no less than 5% of the affordable sales prices for the Program Units;
 - b. The actual HOA fees shall be used as the basis for maintenance and insurance costs:
 - c. The utility expenses, inclusive of gas, electricity, water, sewer and trash expenses, should be set based on the allowances for new units published by the Housing Authority of the County of Los Angeles;
 - d. The property taxes should be based on the affordable price as that should be the actual tax valuation that will be applied to the units;
 - e. The interest rate should be based on the lesser of: (a) the FNMA fixed interest rate 30 year fully amortizing mortgage for the quarter immediately preceding the unit's sale or (b) the actual rate of the Participant's financing. A 50 basis point premium will be added for mortgage insurance;

- f. Low income sales prices shall be calculated in accordance with Health and Safety Code 50052.5(b)(3).
- §§1.2 "Density Bonus" has the meaning ascribed to it in section 65915 of the California Government Code
- §§1.3 "Gross Household Income" means income as defined in California Code of Regulations Title 25 Housing and Community Development, Section 6914 of all (i) members of the Household over the age of eighteen (18), and (ii) persons who will hold title to a Program Unit.
- §1.4 "<u>Household</u>" means all persons who will occupy each Program Unit whether it be a single family, one person living alone, or any other group of related or unrelated persons who share living arrangements.
- §1.5 "Low-Income Household" means a Household earning 50% to 80% of area median income adjusted for family size.
- §1.5 "Participant" means the purchaser of a Program Unit.
- §1.7 "<u>Preferred Buyers</u>" means residents of the City of Gardena who have resided in the City for at least six months as established by utility bills or other competent evidence.
- §1.8 "<u>Program Units</u>" means the housing units developed on the Site that are to be sold by Developer at Affordable Housing Cost and covenanted as affordable housing units pursuant to the terms of this Agreement.
- §1.9 "Maximum Sales Price of Program Units" means the sales price determined by Affordable Housing Cost for Low Income Households.
- §1.10 "City" means the City of Gardena.

II. DEVELOPER'S OBLIGATIONS

- §2.1 Sale and Covenanting of Program Units
- §2.1.1 Developer shall sell three studio condominium units to Low Income Households at a price no greater than the Maximum Sales Price of Program Units. Developer shall ensure that prior to sale of each of these Program Units, a Unit Regulatory Agreement in the form attached hereto as Exhibit A will be recorded against the unit to ensure that the Program Unit will be subject to the rules governing ownership Density Bonus units by Government Code section 65915(c)(2).. Certificates of Occupancy shall only be issued for the Program Units after recordation of the Unit Regulatory Agreement.

- §2.1.2 Developer has designated the three studio units in the Project as the Program Units. The designated Program Units shall be equivalent in quality of construction to the Project's non-Program Units.
- §2.1.3 The Developer's declaration of CC&Rs for the Project shall provide that the affordability covenants are superior to and survive any lien foreclosures for dues or assessments.
- §2.2 Marketing of Program Units. Developer will commence marketing of Program Units six months prior to the projected completion of construction. Initially, advertising for the sale of the Program Units will focus on local residents; advertising on City of Gardena operated bulletin boards at City Hall and on the City web-site and through the publications of the local community groups. In addition, site signage will include information regarding the sale of the Program Units. Contact and application information will be included in the Program Unit advertisements. If necessary, following the initial advertising period of at least 60 days, Developer may advertise the availability of the Program Units on a wider basis.

§2.3 Application/Selection Process

- §2.3.1 Developer shall require Households interested in acquiring Program Units to fill out applications to demonstrate they meet the low-income requirements, understand the resale restrictions and have the down payment necessary for purchase. Application packets will be made available online and provided to the City of Gardena for distribution at the Planning Counter.
- §2.3.2 Households will be verified for eligibility using a Verification Form in substantially the form attached hereto as Exhibit B.
- §2.3.3 Once an applicant has submitted a complete application and Verification Form and has been determined by Developer to be qualified as a Low Income Household Developer will forward the file to City Manager or his/her designee for approval.
- §2.3.4 The City will approve applications from Households that it determines qualify as Low Income Households. City shall notify Developer of its approval or disapproval in writing within 10 business days from receipt of a complete application and Verification Form. Failure of the City to approve or disapprove within that period shall be deemed an approval.
- §2.3.5 Applications received during the initial advertising period from Preferred Buyers will be given preference over non-Preferred Buyers to the extent legally possible. If the Program Units are over-subscribed during the initial advertising period, buyers of the Program Units shall be selected by lot in a manner to be agreed upon by Developer and City. Applications received after the initial advertising period will be considered based on completeness and timeliness of their applications and the deposit of a refundable deposit into escrow as permitted by the California Department of Real Estate regulations, without regard to whether they are Preferred or non-Preferred Applicants.

III. MISCELLANEOUS PROVISIONS

- §3.1 <u>Construction</u>. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.
- §3.2 Notices, Demands and Communications Between the Parties. Notices, demands and communications between the City and the Developer shall be deemed sufficiently given if (i) delivered personally, (ii) dispatched by first class mail, postage prepaid or (iii) sent by nationally-recognized reputable overnight delivery service to the principal offices of the City and the Developer as set forth below. Such written notices, demands and communications may be sent in the same manner to such other addresses or to such other address as any Party may from time to time designate by mail as provided in this Section, and shall be deemed received upon delivery or refusal of delivery, if delivered personally, within three (3) business days after deposit of same in the United States mail, if mailed, or one (1) business day after deposit of same with a nationally recognized reputable overnight delivery service if sent by such a delivery service.

To the Developer:

G3 Urban 15235 S Western Ave. Gardena CA 90249 Attention: President

To the City:

City of Gardena 1700 West 162nd Street, Gardena, CA 90247 Attention: City Manager

§3.3 Attorneys' Fees. If any Party brings an action to enforce the terms hereof or declare its rights hereunder, the prevailing Party in any such action shall be entitled to its reasonable attorneys' fees to be paid by the losing Party as fixed by the court.

Agreement for the Provision of Affordable Housing 7/16/2021 Page 4 of 6

- §3.4 <u>Force Majeure</u>. In the event that either Party is delayed or hindered from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations, riots, insurrection, war or other reasons of a like nature beyond the control of such party, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
- §3.5 <u>Applicable Law</u>. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.
- §3.6 <u>Successors and Assigns</u>. The provisions hereof shall be binding upon, and inure to the benefit of, the City and the Developer and their successors and assigns, as the case or context may require.
- §3.7 No Joint Venture. Nothing contained herein shall be construed to render the City in any way or for any purpose a partner, joint venturer, or associated in any relationship with the Developer, nor shall this Agreement be construed to authorize either Party to act as agent for the other.
- §3.8 Entire Agreement, Waivers and Amendments. This Agreement, together with all attachments and exhibits hereto and all documents to be executed and delivered pursuant to this Agreement, constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. Any waiver, amendment, or modification of any provision of this Agreement must be in writing and signed by both Parties.
- §3.9 <u>Execution in Counterparts</u>. This Agreement, may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
- §3.10 <u>Severability</u>. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

In witness whereof the partie Agreement this day of	s have had their duly authorized officers execute this, 202
	G3 URBAN
	By:
	CITY OF GARDENA
	By:
	Mayor

Exhibit - A

Recording Requested By and when recorded return to:

City of Gardena 1700 West 162nd Street, Gardena, CA 90247 Attention: City Manager

EXEMPT FROM RECORDING FEES PURSUANT TO GOVERNMENT CODE §§ 6103 AND 27383

(Space Above for Recorder's Use)

UNIT REGULATORY AGREEMENT

THIS UNIT REGULATORY AGREEMENT (this "Agreement") is dated as of _____, 202_, and is entered into by and between the CITY GARDENA, a California general law city ("City"), and G3 URBAN, a California corporation ("Owner").

RECITALS

- A. Owner is the owner of the land located in the City of Gardena, County of Los Angeles, State of California that is more particularly described in <u>Exhibit "A"</u> attached hereto (the "Land") and the improvements thereon.
- B. City and Owner entered into that certain unrecorded Agreement for the Provision of Affordable Housing dated ______, 2020 (the "Housing Agreement"). Pursuant to the Housing Agreement, Owner agreed to develop and sell three studio condominium units (the "Program Units") only to a "Low-Income Household" at "Affordable Housing Cost" (as those terms are defined herein), and to record this Agreement against each Program Unit to memorialize the restrictions that apply to the sale, resale, occupancy, and use of the Program Unit for the "Term" set forth herein. The legal description of the Program Unit subject to this Agreement is attached hereto as Exhibit "B."

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. **<u>Definitions</u>**. For purposes of this Agreement, the terms listed below shall have the meanings ascribed:
- (a) <u>Affordable Housing Cost</u> means a housing cost which does not exceed the limits set forth in California Health and Safety Code Section 50052.5(b)(4), (c), (e), (f), (g), and (h) and the implementing regulations set forth in California Code of Regulations, Title 25, Sections 6914, 6920 and 6932.
- (b) <u>Homeowner</u> means the Low-Income Household purchasing the Program Unit from Owner. Homeowner also means any subsequent Low-Income Household who purchases the

Program Unit at Affordable Housing Cost from a previous Homeowner pursuant to section 3(b)(i) of this Agreement.

- (c) <u>Low-Income Household</u> means a person, family, or household meeting the income qualification limits set forth in California Health and Safety Code Section 50093 and the implementing regulations set forth in California Code of Regulations, Title 25, Sections 6910, et seq.
- 2. <u>Term.</u> The term of the restrictive covenants set forth herein (the "Term") shall commence upon the recordation of this Agreement and shall remain in effect until the date that a Homeowner sells the Program Unit to other than a Low-Income Household at Affordable Purchase Price.

3. <u>Covenants to Maintain Affordability and Occupancy; Resale and Equity Sharing.</u>

- (a) <u>Initial Sale</u>. During the Term, Owner shall not sell the Program Unit to any person, family, household, or entity except to a Low-Income Household at an Affordable Housing Cost. In addition, Owner shall give preference in any such sale to households on any list(s) of eligible households that City may from time to time provide to Owner and Owner shall fully cooperate with City in connection therewith; provided, however, that Owner shall not be required to provide such a preference if doing so would violate any applicable provision of federal, state, or local law.
- (b) <u>Resale</u>. After the initial sale of the Program Unit to the Homeowner, the unit shall be subject to resale restrictions in favor of the City.
 - (i) <u>Sale to a Low-Income Household.</u> During the restricted term, the Homeowner may sell the Program Unit to a Low-Income Household at Affordable Housing Cost. Upon such a sale the selling Homeowner may retain the sales proceeds, this Agreement shall remain of record and the new Homeowner shall become subject to the restrictions of this Agreement pertaining to a Homeowner.
 - Sale to an above Low-Income Household. The Program Unit may also be (ii) sold to an above Low-Income Household in which case the City shall recapture a portion of the sales proceed. Upon such a sale at a price higher than the price that would result in an Affordable Housing Cost for a Low-Income Household the Homeowner who is selling the Program Unit shall pay to the City (through the escrow for the sale) one hundred percent (100%) of the net sales price being paid for the Program Unit ("net" meaning net of reasonable closing costs payable by the Homeowner as seller, net of Homeowner's down payment and net of the cost of improvements to the realty installed and paid for by the Homeowner during his/her ownership as established by invoices and proof of payment to be provided by Homeowner) however, said percentage shall be reduced by five percent (5%) for each full calendar year that any selling Homeowner resided in the Program Unit as his/her principal residence without any violation of this Agreement, but in no event shall the reduction reduce such percentage to less than fifty percent (50%) (i.e., if the selling Homeowner so resided for ten (10) full calendar years or more, the percentage would be reduced to 50%). In the event the Homeowner sells the Program Unit in accordance with

this Section 3(b)(ii), City shall cooperate with the Homeowner in executing (in recordable form) such document or documents as may be required to terminate this Agreement of record upon payment to City of the foregoing sums in connection with the sale of the Program Unit (as shown on the final settlement statement for the sale escrow) and compliance with the other requirements of this Section, this Agreement shall terminate.

- (c) Notwithstanding any other provision set forth in the Housing Agreement or this Agreement to the contrary, none of the following situations shall constitute a violation of this Agreement: (i) Owner's retention of ownership of the Program Unit prior to the first sale of the Program Unit to an eligible Homeowner at Affordable Housing Cost; (ii) Homeowner's sale or transfer of the Program Unit (or interest therein) to a permitted transferee in accordance with Section 5 of this Agreement; or (iii) a Homeowner's continued occupancy of the Affordable Housing Unit on the Program Unit if his/her income changes after the date of its initial purchase/occupancy of such unit and such Homeowner no longer qualifies as a Low-Income Household (subject to Section 5 below).
- 4. <u>Owner Occupancy.</u> During the Term hereof and the period of his/her ownership, each Homeowner shall occupy the Program Unit as his/her primary residence. In no event shall the Program Unit be leased or rented. Any Homeowner or successor in interest who rents a Program Unit in violation of the provisions of this Agreement shall be required to forfeit to City all monetary amounts so obtained. In addition, City may institute any appropriate legal actions to ensure compliance with this Agreement.
- 5. Permitted Transfers. Notwithstanding any other provision set forth in this Agreement to the contrary, the following transfers of title are permitted and shall not violate Section 3 or Section 4 above: (i) a transfer by gift, devise, or inheritance to any Homeowner's spouse, children, grandchildren, or other family member or the taking of title by the surviving joint tenant that is a Homeowner's spouse; (ii) transfer of title to a spouse as part of a divorce or dissolution proceedings; and (iii) acquisition of title by a spouse in conjunction with marriage. In the event of a permitted transfer pursuant to the foregoing, if the transferee household does not qualify as a Low-Income Household at the time the transfer occurs, the transferee household shall not be permitted to occupy the Program Unit and shall act with reasonable diligence to sell or transfer the Program Unit in accordance with section 3(b) of this Agreement.
- 6. <u>Subordination to Financing</u>. City shall subordinate Owner's covenants and restrictions set forth in this Agreement to the lien of Developer's construction loan deed of trust. "Developer Deed of Trust.

In addition, City agrees to and shall subordinate any Homeowner's covenants and restrictions set forth in this Agreement to the lien of any deed or deeds of trust securing a purchase money loan or loans used by such Homeowner to purchase the Program Unit and to the lien of any deed or deeds of trust securing any refinancing obtained by a Homeowner that encumbers the Property provided that the refinancing loan does not exceed the principal balance of the purchase money loan being refinanced plus closing costs and loan costs payable by the Homeowner. However, the City Manager or his/her designee shall have the authority to approve, in writing, a refinancing that exceeds such limited amount by up to \$25,000 (the "Cash Out Amount") provided the interest rate for the refinancing loan is materially lower than the interest rate of the loan being

refinanced; Homeowner provides satisfactory evidence to the City Manager or his/her designee that the additional Cash Out Amount is needed to remedy a specific and significant current or identifiable future adverse financial condition of the Homeowner and Homeowner agrees that the proceeds of such over-financing shall be added to the "net proceeds" in the event Homeowner sells the Program Unit in accordance with section 3(b)(ii) of this Agreement.

In order to process a request for City Manager (or designee) approval of subordination, the Homeowner or its prospective purchaser, as applicable, shall deliver the following information to the City Manager or his/her designee at least fifteen (15) days prior to the anticipated closing of the Homeowner Loan: (i) the name and address of the lender, including the name and contact information of the lender's representative who will provide and/or sign the subordination agreement on behalf of the lender; (ii) a summary of the terms of the Homeowner Loan, including principal, interest rate, term, payment schedule, and loan fees; (iii) the anticipated closing date of the Homeowner Loan; (iv) a copy of the proposed loan documents and any or other agreements between the Homeowner and the proposed lender; and (v) if the Homeowner Loan exceeds the Cash Out amount referred to in the first sentence of the preceding paragraph and requires City Manager (or designee) approval under either clause (i) or (ii) thereof, an explanation of the facts that support City subordination as set forth therein.

The form of the subordination agreement used to effect any such subordination shall be prepared by the holder or prospective holder of the deed(s) of trust, shall be reasonably satisfactory to City's counsel and the City Manager or his/her designee as to form, and shall provide to City (i) a right to cure a default on the Homeowner Loan within the time period for curing such a default that is available to the Homeowner thereunder, (ii) an agreement that if prior to the foreclosure of the Homeowner Loan by the holder thereof City takes title to the Program Unit and cures the default on the Homeowner Loan the holder thereof will not exercise any right it may have to accelerate the loan by reason of the transfer of title to City, (iii) a right to negotiate with the holder of the Homeowner Loan after City's receipt of a notice of default therefrom (provided that such right shall not limit the discretion of said holder or require the holder to delay any foreclosure or related proceedings with regard to its loan), and (iv) a right to purchase the Program Unit from the Homeowner at any time after a default on the Homeowner Loan and prior to completion of any foreclosure proceeding or the Homeowner's conveyance of a deed in lieu of foreclosure, whichever first occurs. City hereby finds that an economically feasible alternative method of financing, refinancing, or assisting the Program Unit on substantially comparable terms and conditions as is provided for in this Agreement, but without subordination, is not reasonably available, and City further finds that if the written commitments referred to herein are incorporated into the subordination agreement City's investment in the event of default will be adequately protected.

7. Sale/Resale Procedures.

(a) If Owner (as to the first sale of the Program Unit to a Low-Income Household) or a Homeowner (as to each subsequent sale of the Program Unit during the Term) elects at any time to sell or transfer the Program Unit during the Term (or is required to sell or transfer the Program Unit pursuant to the last sentence of Section 5), then Owner or the Homeowner, as applicable, shall first provide to City a notice (the "Notice of Proposed Sale") setting forth Owner's or the Homeowner's intention to sell the Program Unit. In the event Owner or the Homeowner desires

assistance in locating a Low-Income Household to purchase the Program Unit, Owner or the Homebuyer shall notify City in the Notice of Proposed Sale. If City locates a Low-Income Household, City shall notify Owner or the Homebuyer in writing, within thirty (30) days after receipt of Owner's or the Homebuyer's Notice of Proposed Sale. Notwithstanding the foregoing, nothing contained herein shall be construed as imposing upon City any obligation to find a purchaser of the Program Unit.

For the purpose of confirming with City that a proposed purchaser is a Low-Income Household that will be paying a purchase price that is in compliance with the terms hereof, Owner or the Homeowner, as applicable when Homeowner elects to sell the Program Unit pursuant to section 3(b)(i) of this Agreement, shall notify City in writing of any offer from a prospective purchaser which Owner or the Homeowner intends to accept, disclosing the identity of such prospective purchaser and providing City with such financial, credit, and other information relating to such prospective purchaser as may be reasonably required by City, including the following: (i) the name and address of the purchaser; (ii) the number of persons comprising the purchaser's household and their names and ages; and (iii) the proposed purchase price of the Program Unit, and any other consideration for the purchase of the Program Unit; (iv) the amount of the proposed down payment; (v) the terms of any loan that will be used by the purchaser to finance the purchase of the Program Unit, including but not limited to the estimated principal, interest rate, payment schedule, term, and loan fees; (vi) the anticipated closing date; (vii) the aggregate annual gross income of the purchaser's household; (viii) the most recent federal and state income tax returns of the purchaser and all other members of the purchaser's household for the preceding two (2) calendar years, and verification of the proposed purchaser's salary or wages from the purchaser's employer; (ix) a copy of any proposed purchase and sale agreement, escrow instructions, loan application, or other agreements between Owner or the Homeowner, as applicable, and the proposed purchaser of the Program Unit; and (x) a written statement signed by the proposed purchaser that the Program Unit will be occupied by the purchaser and used as his or her primary residence. The City Manager or his/her designee may also require the purchaser to submit other written documentation as may be reasonably necessary to enable the City Manager or designee to verify the information provided by the purchaser and to determine that the income and Affordable Housing Cost restrictions of this Agreement will be satisfied. Within fifteen (15) calendar days after receiving documentation regarding a proposed purchaser, the City Manager or his/her designee shall review all such documentation and shall notify Owner or the Homeowner, as applicable, the prospective purchaser, and the escrow agent in the transaction (if escrow has been opened at that time) as to whether the proposed purchaser does or does not qualify as a Low-Income Household, whether the purchase price does or does not qualify as Affordable Housing Cost, or whether additional documentation is necessary in order for City to make either such determination. If the City Manager or his/her designee disapproves any of such submittals, he/she shall do so in writing and shall explain the reasons therefor. If the City Manager or designee fails to timely approve or disapprove a request for approval of the transaction, he/she shall be conclusively deemed to have approved the transaction on the terms and conditions set forth in the request (and any other minor revisions to such terms and conditions that do not materially change the information previously submitted to the City Manager or designee relating to the eligibility of the purchaser and the fact of the purchase price qualifying as an Affordable Housing Cost). provided, however, that if the sale is to a buyer who is not a Low-Income Household, the Homeowner shall nevertheless pay to City through the escrow for the Sale any sums that would

be payable under Section 3(b)(ii) above as if the City Manager or designee consented to a sale by the Homeowner to a buyer who is not a Low-Income Household.

- 8. <u>Compliance Verification</u>. City shall have the continuing right to verify that the restrictions, limitations, and requirements of this Agreement are being complied with. In connection therewith, on an annual basis, the Homeowner shall promptly complete, sign and return a questionnaire delivered by City and shall deliver such written information as City may reasonably request. Additionally, City may contact occupants of the Program Unit at reasonable times during the day and ask them questions regarding Owner (if Owner is still the fee owner) or any Homeowner's compliance with this Agreement.
- 9. <u>Confidentiality of Information</u>. To the maximum extent permitted by law, any personal or financial information submitted by, about, or on behalf of any Homeowner relating to the identity of the persons in the household, employment, income, tax returns, and the like shall be kept strictly confidential and shall not be disclosed to any third persons without the express written consent of the applicable Homeowner or court order. All such information shall be retained for no more than five (5) years after the date City receives the information and shall thereafter be destroyed in accordance with applicable provisions of the California Government Code.
- 10. Remedies of City. City shall have all equitable rights and remedies available to City in connection with any violation of this Agreement, including, without limitation, the right to enjoin any violation of this Agreement and the right to obtain specific performance of this Agreement. In addition, upon a sale of the Program Unit in violation of this Agreement, or any other default by Owner or a Homeowner under this Agreement which is not cured within thirty (30) days after written notice by City (an "Event of Default"), City shall have the right to an order ejecting any occupant from the Affordable Housing Unit whose occupancy violates this Agreement, and/or such other relief as may be available at law or in equity.
- 11. <u>Successors and Assigns; Covenants to Run With the Land</u>. The covenants and restrictions contained herein shall run with the land and shall be a burden upon the Program Unit and shall be enforceable against Owner and each Homeowner during the period(s) of their respective ownership(s). Owner and each Homeowner shall furnish a copy of this instrument to any successors-in-interest. Neither Owner nor any Homeowner shall be liable for any default that occurs prior or subsequent to the period of its ownership of the Program Unit, but shall nevertheless remain liable for participating in any transaction that violates the term of this Agreement.
- 12. <u>Independent and Severable Provisions</u>. In the event that any provision of this instrument is held by a court of competent jurisdiction to be unenforceable or invalid, such holding shall not render unenforceable any other provision hereof, each provision hereof being expressly severable and independently enforceable to the fullest extent permitted by law.
- 13. <u>Further Assurances and Recordations</u>. Owner, on behalf of itself and each Homeowner, covenants that upon Agency's request, Owner and such Homeowner shall execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and agreements and do such further acts as may be necessary, desirable, or proper to carry out more effectively the purpose of this Agreement.

- 14. <u>No Waiver</u>. No waiver by City of its rights hereunder, or of any breach by Owner or any Homeowner of any covenant, restriction, or condition herein contained, shall be effective unless such waiver is in writing, signed by City and delivered to Owner or the Homeowner, as applicable. Any waiver by City of its power to terminate any covenant, restriction, or condition herein contained, or the failure by City to exercise any right or remedy with respect to any breach or breaches, shall not constitute a waiver or relinquishment of any right regarding subsequent sales, or of any such covenant or condition, nor bar any City right or remedy in respect of any subsequent breach.
- 15. <u>Notices</u>. All notices to be delivered to the parties pursuant to the terms hereof shall be in writing and shall be delivered in person, by certified mail, return receipt requested, or by reputable nationally recognized overnight delivery service that provides a receipt indicating the date of delivery (such as Federal Express) to the addresses listed below. Any of the following addresses may be changed by written notice given in accordance with this Section, and the change will be effective three (3) business days after such notice is so given.

If to Owner; G3 Urban

15235 S Western Ave. Gardena CA 90249 Attention: President

If to City: City of Gardena

1700 West 162nd Street, Gardena, CA 90247 Attention: City Manager

- 16. **Entire Agreement**. This instrument constitutes the entire agreement of the parties hereto, and the provisions hereof may be modified or amended only by a written instrument signed by the party to be charged.
- 17. <u>Attorneys' Fees</u>. In any action brought to declare the rights granted herein or to enforce or to interpret any of the terms of this Agreement, the prevailing party shall be entitled to an award of its attorneys' fees and costs.
 - 18. <u>Time of Essence</u>. Time is of the essence hereof.
- 19. <u>Counterparts</u>. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

1	N WITNESS WHEDEOE the mention have executed this A greeness as of the day and year
written	N WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above.

OWNER:	<u>CITY</u> :
G3 URBAN A California corporation	CITY OF GARDENA a California general law city
<u>By:</u> ,	By:
	Attest:, City Clerk

ACKNOWLEDGMENT

State of California)		
County of)		
On be	efore me,	insert name and title	-
	(1	insert name and title	of the officer)
personally appeared			,
within instrument and acknowledge	ed to me that he/she/the	ey executed the sam	nose name(s) is/are subscribed to the e in his/her/their authorized capacity(ies), ntity upon behalf of which the person(s)
I certify under PENALTY OF PERJ and correct.	URY under the laws of	the State of Californ	ia that the foregoing paragraph is true
WITNESS my hand and official sea	al.		
Signature		(Seal)	
Signature of Notary	y Public	(Ocai)	

ACKNOWLEDGMENT

State of California)		
County of)		
On be	efore me,	insert name and title	-
	(1	insert name and title	of the officer)
personally appeared			,
within instrument and acknowledge	ed to me that he/she/the	ey executed the sam	nose name(s) is/are subscribed to the e in his/her/their authorized capacity(ies), ntity upon behalf of which the person(s)
I certify under PENALTY OF PERJ and correct.	URY under the laws of	the State of Californ	ia that the foregoing paragraph is true
WITNESS my hand and official sea	al.		
Signature		(Seal)	
Signature of Notary	y Public	(Ocai)	

23	MPI	T	INCOME	VERIFIC	A "	TION	FORM

Head of Household (Print Name):		
Address:		
Telephone Number/Home:	Work:	
Date of Birth;	. SS#	

HOUSEHOLD COMPOSITION

Name	Sex	Age	Dependent Yes/No	Social Security #
):		
			1	

List additional household members on a separate sheet of paper.

MONTHLY GROSS INCOME*

	المتناز		
PART 1 - EARNED INCOME	Hend of Household	Other Hishld Members	Total
1. Gross amount, before payroll deductions of wages, salaries, overtime pay, commissions, fees, tips and bonuses			
2. Net income from business			
3. Social security, annuities, insurance policies, pension/retirement funds, disability or death benefits received periodically			
4. Payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay			
5. Public assistance, welfare payments			
6. Alimony, child support, other periodic allowances			
7. Regular pay, special pay and allowances of members of Armed Forces			
B. Other (describe)			
SUB-TOTAL BARNED INCOME			
	a 14	AP A	

MONTHLY GROSS INCOME - CONTINUED

		the state of the s
Head of Household	Other Bshld Members	Total
	,	
Colon o Co	mont it for	
	Household	

*Note: The following items are not considered income: casual or sporadic gifts; amounts specifically for or in reimbursement of medical expenses; lump sum payments such as inheritances, insurance payments, capital gains and settlement for personal or property losses; educational scholarships paid directly to the student or educational institution; special pay to a serviceman head of family away from home and under hostile fire; relocation payments under federal, state or local law; foster child care payments; value of coupon allourients for purpose of food under Food Stamp Act of 1964 which is in excess of amount actually charged the eligible household; payments received pursuant to participation in the following programs: VISTA, Service Learning Programs, and Special Volunteer Programs, SCORE, ACE, Retired Senior Volunteer Program, Foster Grandparent Program, Older American Community Services Program, and National Volunteer Program to Assist Small Business Experience.

ASSETS**

Property			
(other than hehld's full-time residence)			
2. Bank & Savings Accounts			
3. Stocks & Bonds			
4. Other (describe)			
SUB-TOTAL	·		

^{**}Note: If total value of household assets exceeds \$5000, income shall include the greater of (i) the actual amount of income, if any, derived from all of the household assets, or (ii) 10 percent of the value of all such assets.

^{***}Note: Necessary items used for personal use are excluded from household assets. Collections of items for hobby, investment or business purposes must be included in household assets.

CALCULATION OF HOUSEHOLD'S ANNUAL GROSS INCOME

Does the Household's TOTAL ASSET VALUE exceed \$5,000?	yes / no
If yes, skip to 2, below.	
1. If no, the Household's ANNUAL GROSS INCOME = ANNUAL GROSS EARNED INCOME + ANNUAL GROSS	INVESTMENT INCOME
===================================	ANNUAL GROSS INCOME
2. If yes, calculate 10% x TOTAL ASSET VALUE = \$	
Circle the greater of: (i) Household's ANNUAL GROSS INVESTMENT INCOME (ii) 10% of Household's TOTAL ASSET VALUE = \$	= \$, or
The Household's ANNUAL GROSS INCOME = the number	circled above
[GREATER OF (10% TOTAL ASSET VALUE) OR (ANNUAL GROSS INVESTMENT INCOME)] +	ANNUAL GROSS EARNED INCOME
+ = \$	ANNUAL GROSS INCOME
DOCUMENTATION	
Attached are true copies of the following:	
Paycheck stubs from two most recent pay periods	Bank/savings account verification
Employment verification	Self-employment verification
Income tax return	Unemployment verification
Social Security verification	Welfare verification
Alimony/child support verification	Disability verification
Other (Describe:)