

Resolution No. PC 3-25

A RESOLUTION AN THE PLANNING COMMISSION OF THE CITY OF GARDENA, CALIFORNIA RECOMMENDING THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING THE 1450 SPECIFIC PLAN AND A DEVELOPMENT AGREEMENT FOR THE 6.33 ACRE PROPERTY LOCATED NEAR THE SOUTHWEST CORNER OF ARTESIA BOULEVARD AND NORMANDIE AVENUE

(APNS 6106-036-010, -012, -034, -035, -036, -037)

WHEREAS, on May 11, 2021 an application was received from Brian Sorensen on behalf of Insite Property Group LLC to develop a building consisting of warehouse and self-storage uses on property located on a 6.33 acre site near the southwest corner of Artesia Boulevard and Normandie Avenue and consisting of APNs 6106-036-010, -012, -034, -035, -036, and -037 (the “Project Site”); and

WHEREAS, the eastern portion of the Project Site is a contaminated site known as the Gardena Sumps; and

WHEREAS, on June 17, 2022 the Department of Toxic Substances Control approved a Remedial Action Plan (“RAP”) for the former owner of the Gardena Sumps to remediate the property; and

WHEREAS, August 27, 2021, the City entered into a consulting agreement with Dudek to prepare an Environmental Impact Report (EIR) for the Project; and

WHEREAS, on February 28, 2023, the City Council adopted ordinance No. 1848 which rezoned the Project Site to 1450 Artesia Specific Plan and added section 18.08.015 to the Gardena Municipal Code providing that no development could occur in the 1450 Artesia Specific Plan zone until a specific plan was adopted; and

WHEREAS, the development, as analyzed, consists of 268,000 square foot building consisting of 186,000 gross square feet of self-storage units, 72,000 gross square feet of industrial warehouse/distribution use, and a 10,000 square foot office/retail area (the “Project”); and

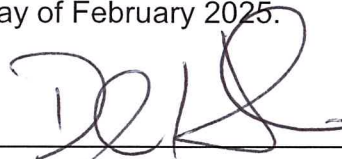
WHEREAS, on February 4, 2025, the Planning Commission of the City of Gardena, California held a duly noticed hearing on this Project at which time it considered all evidence presented, both written and oral; and

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF GARDENA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1.

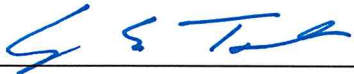
The Planning Commission hereby recommends that the City Council approve 1 Specific Plan #1-23, Site Plan Review #5-21, and Development Agreement #1-21. For all the reasons set forth in the Draft City Council Ordinance attached as Exhibit 1, the Planning Commission believes that these changes represent good land use practices which are required by public necessity, convenience, and the general welfare.

PASSED, APPROVED, AND ADOPTED this 4th day of February 2025.



DERYL HENDERSON, 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 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 on the 4th day of February, 2025, by the following vote:

AYES: Wright-Scherr, Langley, Sherman, Kanhan and Henderson

NOES: None

ABSENT: None

Exhibit 1 – Draft City Council Ordinance No. 1879

- Exhibit A – 1450 Artesia Specific Plan
- Exhibit B – Project Plans
- Exhibit C – Conditions of Approval
- Exhibit D – Development Agreement

ORDINANCE NO. 1879

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA,
CALIFORNIA APPROVING THE 1450 SPECIFIC PLAN AND A
DEVELOPMENT AGREEMENT WITH 1450 ARTESIA ACQUISITION
COMPANY LLC**

(APNS 6106-036-010, -012, -034, -035, -036, -037)

WHEREAS, on May 11, 2021 an application was received from Brian Sorensen on behalf of Insite Property Group LLC to develop a building consisting of warehouse and self-storage uses on property located on a 6.33 acre site near the southwest corner of Artesia Boulevard and Normandie Avenue and consisting of APNs 6106-036-010, -012, -034, -035, -036, and -037 (the “Project Site”); and

WHEREAS, the eastern portion of the Project Site is a contaminated site known as the Gardena Sumps; and

WHEREAS, on June 17, 2022 the Department of Toxic Substances Control approved a Remedial Action Plan (“RAP”) for the former owner of the Gardena Sumps to remediate the property; and

WHEREAS, August 27, 2021, the City entered into a consulting agreement with Dudek to prepare an Environmental Impact Report (EIR) for the Project; and

WHEREAS, on February 28, 2023, the City Council adopted ordinance No. 1848 which rezoned the Project Site to 1450 Artesia Specific Plan and added section 18.08.015 to the Gardena Municipal Code providing that no development could occur in the 1450 Artesia Specific Plan zone until a specific plan was adopted; and

WHEREAS, the development, as analyzed, consists of 268,000 square foot building consisting of 186,000 gross square feet of self-storage units, 72,000 gross square feet of industrial warehouse/distribution use, and a 10,000 square foot office/retail area (the “Project”); and

WHEREAS, on February 4, 2025, the Planning Commission of the City of Gardena, California held a duly noticed hearing on this Project at which time it considered all evidence presented, both written and oral; and

WHEREAS, after the close of the public hearing the Planning Commission recommended that the City Council certify the EIR for the Project, make the findings required by CEQA, and adopt a mitigation monitoring and reporting program as well as approve the entitlements required for the project; and

WHEREAS, on XXX, 2025 the City Council held a duly noticed public hearing on the Project and the EIR for the Project, at which time it considered all evidence presented, both oral and written; and

WHEREAS, prior to adopting this Ordinance the City Council adopted Resolution No. 6693 certifying the EIR, making the findings required by CEQA, and adopting a mitigation monitoring and reporting program;

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

SECTION 1. The City Council hereby adopts the 1450 Specific Plan, attached hereto as Exhibit A. This approval is based on the following findings:

A. Adoption of the Specific Plan is consistent with the Land Use Plan of the General Plan which designates this property for Specific Plan and consistent with Section 18.08.015 of the Gardena Municipal Code which requires adoption of the 1450 Artesia Specific Plan for development of the site.

B. The Specific Plan complies with state and local law and contains all necessary elements.

C. The Specific Plan creates a new zone which will act as the zoning for the property and establishes the permitted uses and development standards that apply to the property. Adoption of the Specific Plan is required to allow development of the property.

D. Development of the Specific Plan will allow for the following benefits:

1. Redevelopment of a contaminated property with a use that has been approved by the Department of Toxic Substance Control which has approved a Remedial Action Plan for the property.

2. Redevelopment of contaminated property that cannot be used for residential or other sensitive uses. Despite being zoned for commercial use for decades, no such development was ever proposed.

3. Redevelopment will bring one-time monetary benefits to the City in the form of permit and inspection fees and increased business license fees for contractors working on the project.

4. Redevelopment will increase the value of the property and the amount of property tax which the City receives.

SECTION 2. The City Council hereby approves the Development Agreement attached hereto as Exhibit B based on the following findings:

A. The Development Agreement will implement the Specific Plan and will provide the City with certain benefits that would otherwise be unattainable through the other land use approvals in exchange for providing valuable development rights.

B. The Development Agreement provides for the following benefits which could not be obtained through the normal development procedures, in addition to the benefits set forth above, including:

1. A one million dollar one-time monetary contribution to the City to be used for any public purpose benefiting the City's residents;

2. Space for the City to hold community events up to 36 times a year and storage space for the City's equipment for such events; and

3. An agreement to follow local hiring/local buying program policies.

SECTION 3. Site Plan Review #5-21, included as Appendix B to the Specific Plan, is approved as part of the Specific Plan. The City Council makes the following findings with regard to the Site Plan:

A. The physical location, size, massing, setbacks, pedestrian orientation, and placement of proposed structures on the site and the location of proposed uses within the project are consistent with the applicable standards:

Analysis: The project is consistent with the applicable standards as the standards are set forth in the 1450 Artesia Specific Plan and the Project implements this Plan.

B. The development is consistent with the intent and general purpose of the general plan and provisions of the Zoning Code:

Analysis: The Land Use Designation for the Property is Specific Plan and the zoning is 1450 Artesia Specific Plan. As the development implements the Specific Plan, it is consistent with both the General Plan land use designation and the zoning. Additionally, the development implements numerous other goals and policies of the Specific Plan as outlined therein.

C. The health and safety services (police and fire) and public infrastructure are sufficient to accommodate the new development:

Analysis: The development has been reviewed by the Gardena Police Department and the Los Angeles County Fire Department. Neither Department has raised any issues regarding the ability to provide services. Additionally, the project has received will serve letters from the various utilities.

D. The project is compatible with the surrounding sites and neighborhoods:

Analysis: The Specific Plan allows for the development of up to 268,000 square feet (SF) and an approximate height of 75 feet. The Project is designed to be compatible with adjacent and anticipated land uses and to redevelop parcels that are underutilized due to impacts from former releases of hazardous substances and waste. The Specific Plan regulates project buildout in a manner that is consistent with applicable State law.

E. The project has been determined to be exempt from CEQA or the appropriate environmental document has been completed and required findings have been made:

Analysis: An EIR has been prepared for the Project in accordance with CEQA and the CEQA Guidelines and the EIR was certified prior to the adoption of this Ordinance.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 5. This Ordinance shall take effect on the thirty-first day after passage.

SECTION 6. Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2025.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

CITY OF GARDENA

1450 ARTESIA SPECIFIC PLAN



January 2025

1450 ARTESIA SPECIFIC PLAN

January 2025

City of Gardena
1700 West 162nd Street
Gardena, CA 90247

Applicant:
1450 Artesia Acquisition Company, LLC
2015 Manhattan Beach Blvd.
Suite 104
Redondo Beach, CA 90278

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1.0 SUMMARY STATEMENT

The 1450 Artesia Specific Plan (1450 ASP or Specific Plan or Plan) Project (Project) facilitates a redevelopment of underutilized uses into a revitalized building for warehouse, office/retail and self-storage mixed-use building and special events property.

The Specific Plan allows for the development of up to 268,000 square feet (SF) and an approximate height of 75 feet. The Project is designed to be compatible with adjacent and anticipated land uses and to redevelop parcels that are underutilized due to impacts from former releases of hazardous substances and waste. The Specific Plan regulates project buildout in a manner that is consistent with applicable State law.

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2.0 INTRODUCTION

2.1 AUTHORITY

The 1450 ASP provides for the orderly and efficient development and revitalization of the Plan area consistent with the City of Gardena General Plan policies and objectives. The 1450 ASP has been prepared pursuant to the provisions of California Government Code, Title 7, Division 1, Chapter 3, Article 8, Sections 65450 through 65457. The code grants local government agencies the authority to prepare specific plans for the systematic implementation of their General Plan for all or part of the area covered by the General Plan.

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

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

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

As a regulatory document, the Specific Plan implements the General Plan as the new zoning for the Specific Plan area. All future development plans and entitlements within the Specific Plan boundaries must be consistent with the applicable standards set forth in this document as described in Chapters 5 (Development Regulations and Requirements), 6 (Design Guidelines), and 8 (Implementation); the Gardena Municipal Code (GMC), where not modified by the Specific Plan; and the General Plan.

2.2 PURPOSE AND INTENT

The 1450 ASP provides newly constructed development of industrial warehouse, office, and self-storage options specifically to create a modern facility along Artesia Boulevard. The aim is to repurpose underutilized parcels to provide high quality industrial and commercial uses to the City of Gardena (City). See Chapter 4.1 for detailed project goals and objectives.

2.3 SITE LOCATION

The Project site is located at the southwest corner of Artesia Boulevard and Normandie Avenue in the City. The Project's regional vicinity is depicted in **Figure 1: Local Vicinity Map** and the Project's specific site location is depicted in **Figure 2: Project Location**.

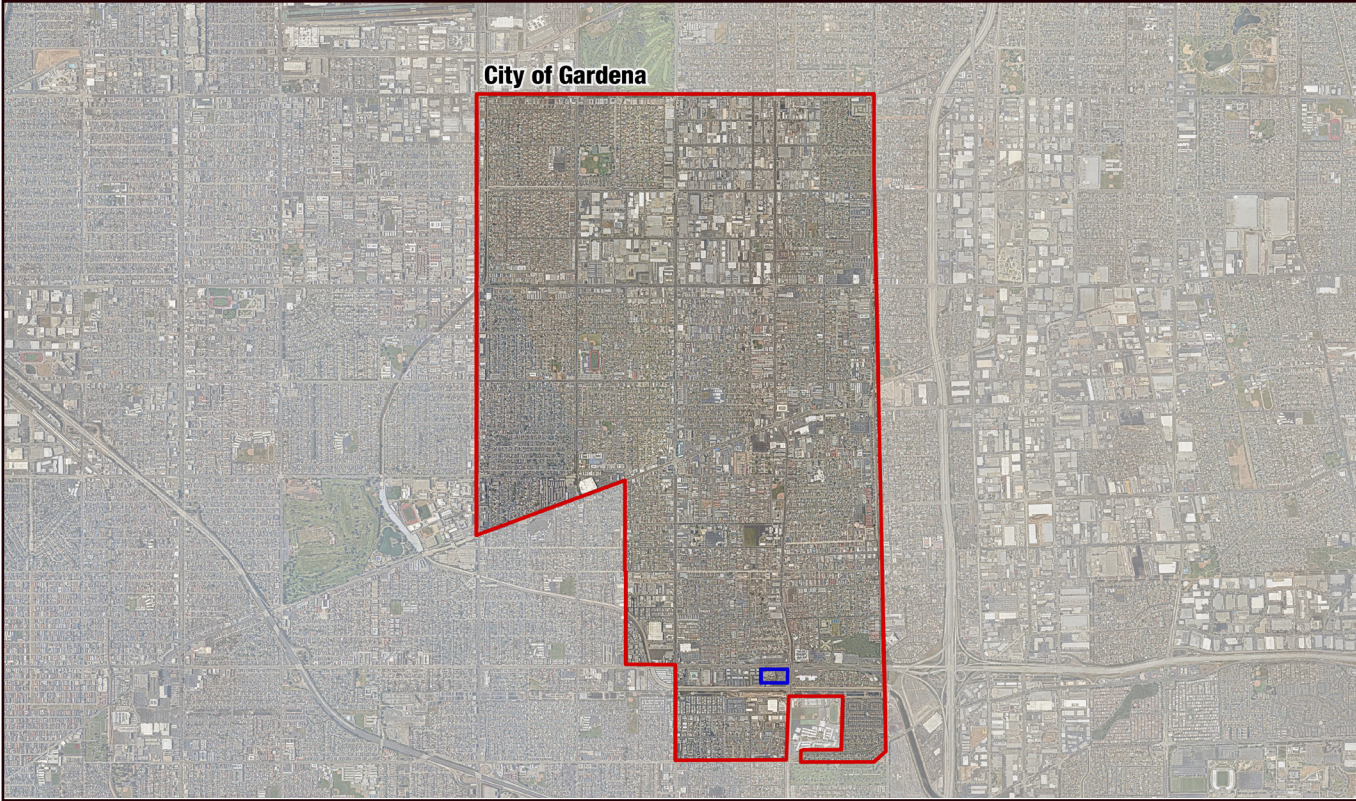
REGIONAL SETTING

Regionally positioned within the County of Los Angeles, the City has developed as the 'City of Opportunity' since its incorporation in 1930 including development into 5.9-square-miles with a population of just over 61,000 based on 2020 Census data. The City is a transit-oriented city bound by the Century Freeway (I-105) to the north, San Diego Freeway (I-405) to the south and west, and the Harbor Freeway (I-110) to the east. The Artesia Freeway (SR-91) begins approximately 0.9 miles east of the Project site and runs east-west throughout the City. Artesia Boulevard, an east-west street forming the northern boundary of the Plan area, delivers direct access to the Specific Plan area. Local access to the Project site is also provided from Normandie Avenue, traveling north-south just east of the Project site and Western Avenue, traveling north-south within the vicinity to the west of the Project site. Additionally, the City is within close proximity to downtown Los Angeles (12 miles), and Los Angeles Ports (7 miles). The Project's regional setting is illustrated in **Figure 1: Local Vicinity Map**.

LOCAL SETTING

The Project site is comprised of six parcels (APNs 6106-036-010, -012, -034, 035, -036, and -037) totaling approximately 6.33 acres located in the southern portion of the City. The City is bordered by the unincorporated West Athens community and the City of Hawthorne to the north, the cities of Los Angeles and Torrance to the south, the City of Los Angeles to the east, and the cities of Torrance and Hawthorne and Los Angeles County to the west.

The Specific Plan area is generally surrounded by commercial and residential land uses. Adjacent to the Specific Plan area are Artesia Boulevard and commercial uses to the north, residential and LA County Flood Control uses (Dominguez Channel) to the south, LA County Flood Control and railroad uses to the east, and live/work and multi-family residential uses directly to the west as depicted in **Figure 2: Project Location**.



⊕ N.T.S.

Figure 1: Local Vicinity Map



⊕ N.T.S.

Figure 2: Project Location

2.4 PROJECT HISTORY AND BACKGROUND

The Plan area was initially developed as early as the 1920s at which time was leased by Moneta Brick Company. The property was utilized for industrial purposes, with multiple sumps on the property for clay mining operations. The sumps were filled with sludge consisting of disposal material through the 1950s, including refinery wastes, tank bottom sludges, and rinse water acids and are known as the Copper and Haack properties or Gardena Sumps. The Gardena Sumps include four areas defined as the Cooper North Sump, Cooper South Sump, Haack Sump and Haack Rework Area. **Figure 3: Gardena Sumps Locations**, details the approximate location of the collective Gardena Sumps.

Development continued over portions of the sump areas in the following years, including excavations, which changed the grade and elevation of the site, as well as construction of parking lots and buildings. Starting in the 1980's, the Department of Health Services (DHS) and Environmental Protection agency (EPA)'s Technical Assistance Team (TAT) confirmed the presence of hazardous materials and issued a Remedial Action Order on March 3, 1988.

By 1993, the eastern property was capped with a liner under the direction of the Department of Toxic Substance Control (DTSC). Presently, multiple monitoring wells and cap are located on this portion of the property which limits redevelopment options. Remediation and monitoring efforts have been under a Final Remedial Action Plan (RAP) for the site, dated June 30, 2022, which DTSC approved. The Final RAP details excavation of impacted soils on a portion of the site, known as the Haack Rework Area, relocation of those contaminated soils to another portion of the site, known as the Cooper Sumps area, and installation of soil vapor probes and an engineered cap with a specialized geosynthetic cover and clean soil cover over the Haack Sump and Cooper Sumps. The remediation will be completed by Atlantic Richfield Company which is the responsible party that will implement the RAP, prior to the start of Project construction. The Final RAP includes provisions for a legal land use covenant to limit future uses of the site to commercial and industrial uses, which are consistent with the Project's uses, as well as long-term operation, monitoring and maintenance of the cap and other remedy elements. The Project structure would only overlap with the remediated Haack Rework area. The portion of the Project site that overlaps the Haack and Cooper sumps areas would be paved and utilized exclusively as a parking lot which would be located atop the cap implemented as part of the DTSC-approved Final RAP.



⊕ N.T.S.

Figure 3: Gardena Sumps Location

2.5 PROJECT DESCRIPTION

In 2004 the City completed a citywide retail analysis which examined retail opportunities within and surrounding the City and summarized the opportunity for retail development at distinct locations within the City. The report found Artesia Boulevard offered a prime location for commercial development to attract quality commercial uses.

The City subsequently changed the General Plan land use designation for the majority of these properties from Industrial to General Commercial during the 2006 General Plan update. Additionally, in 2006 the City adopted the Artesia Corridor Specific Plan (referred to as the Artesia Corridor), to promote revitalization efforts. The Artesia Corridor Specific Plan provided for a mix of residential and commercial uses. Mixed use residential and commercial has been developed within parts of the Artesia Corridor.

On February 15, 2023, the City Council adopted the 6th Cycle Housing Element for 2021 – 2029. At the same time, it also adopted Resolution No. 6620 updating the Land Use Plan, including changes to the Land Use Map, Urgency Ordinance No. 1847 amending the Zoning Code and revising the Zoning Map. The Resolution and Ordinance (Resolution No. 6620 & Ordinance No. 1848) also rescinded the Artesia Corridor Specific Plan, changed the land use designation for five of the six areas in the Artesia Corridor Specific Plan area, and rezoned all six Artesia Corridor Specific Plan areas. The property that is the subject of this Specific Plan retained the land use designation of Specific Plan, and the zoning was changed to 1450 Artesia Specific Plan with a Code amendment that it would be developed for industrial and commercial uses once a specific plan was adopted.

For historical purposes, the 1450 ASP area includes former Artesia Corridor Specific Plan Areas 4B and 5. See **Figure 4: Previously Existing and 1450 Specific Plan Areas**.

The Project includes redevelopment of mixed-use property comprised of a 268,000 gross-square-foot (GSF) building with associated surface parking, and landscaping and circulation improvements. The proposed development would contain a self-storage use (three levels over the bottom floor industrial totaling 186,000 GSF with up to 1,480 storage units), an industrial warehousing use (one level totaling 72,000 GSF plus up to ten loading docks), and an office/retail use (a mezzanine totaling 10,000 GSF).

Additionally, the City will host occasional, medium-size special events on an approximately 36,000-SF (0.8 acre) portion of the parking area. See Section 4.2 for a detailed list of the types of permitted events. The Project's building design will incorporate engineering controls set forth within the approved Final RAP and Remedial Design and Implementation Plan (RDIP) detailed in Section 3.3. As implemented, the Final RAP will protect human health and the environment and make the Project site safe for use and occupancy for its intended commercial and industrial use.

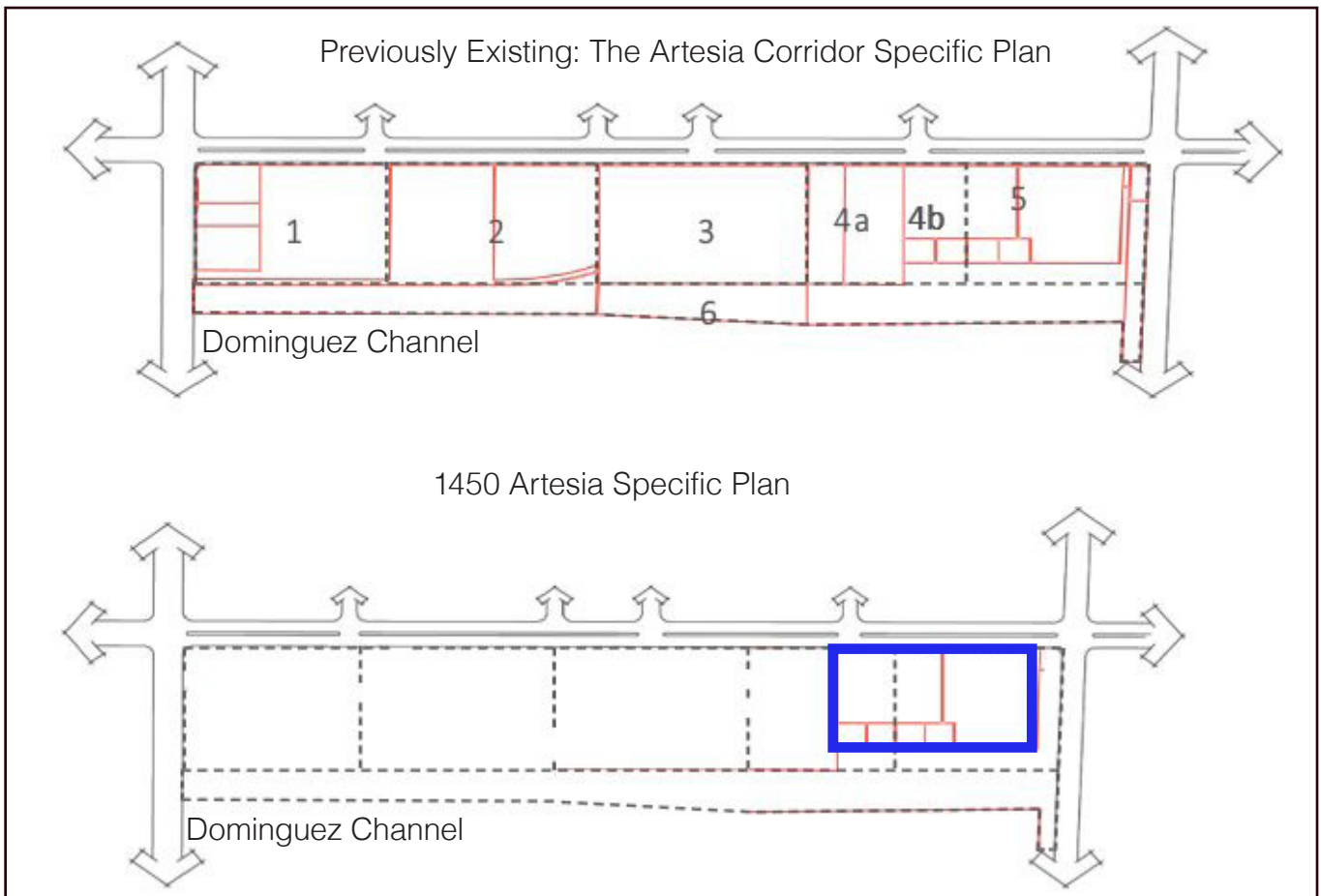


Figure 4: Previously Existing and 1450 Specific Plan Areas

2.6 ENVIRONMENTAL ASSESSMENT

A project Environmental Impact Report (EIR) has been prepared and certified in accordance with the provisions of the California Environmental Quality Act (CEQA) as defined by §15161 of the CEQA Guidelines to address the potential environmental effects of the 1450 ASP and greater area surrounding the Project site. As required by the Mitigation Monitoring and Reporting Program (MMRP) that was adopted, the Project will implement mitigation measures to reduce potential impacts resulting from Project implementation to a less-than-significant level [(SCH#2023060263)]. All mitigation measures identified in the EIR are incorporated in this Specific Plan by reference within **Appendix A: Mitigation Monitoring and Reporting Program**.

2.7 RELATED APPLICATIONS AND DOCUMENTS

In addition to approval of this Specific Plan (SP #1-23), the following entitlements have also been approved by the City to develop the Project:

DEVELOPMENT AGREEMENT (DA #1-21)

A development agreement between the City and developer that guarantees the right to build the development as set forth in this Specific Plan for a period of five years, with one (1) five-year (5 year) administrative extension, in exchange for receiving a monetary contribution, space to hold community events and other public benefits.

SITE PLAN REVIEW (SPR #5-21)

Site Plan Review (SPR #5-21) for review of the physical design of the development.

The City will also administratively approve the following:

LOT MERGER (LM #1-21)

A lot merger combining the 1450 ASP site's six legal lots into a single development site.

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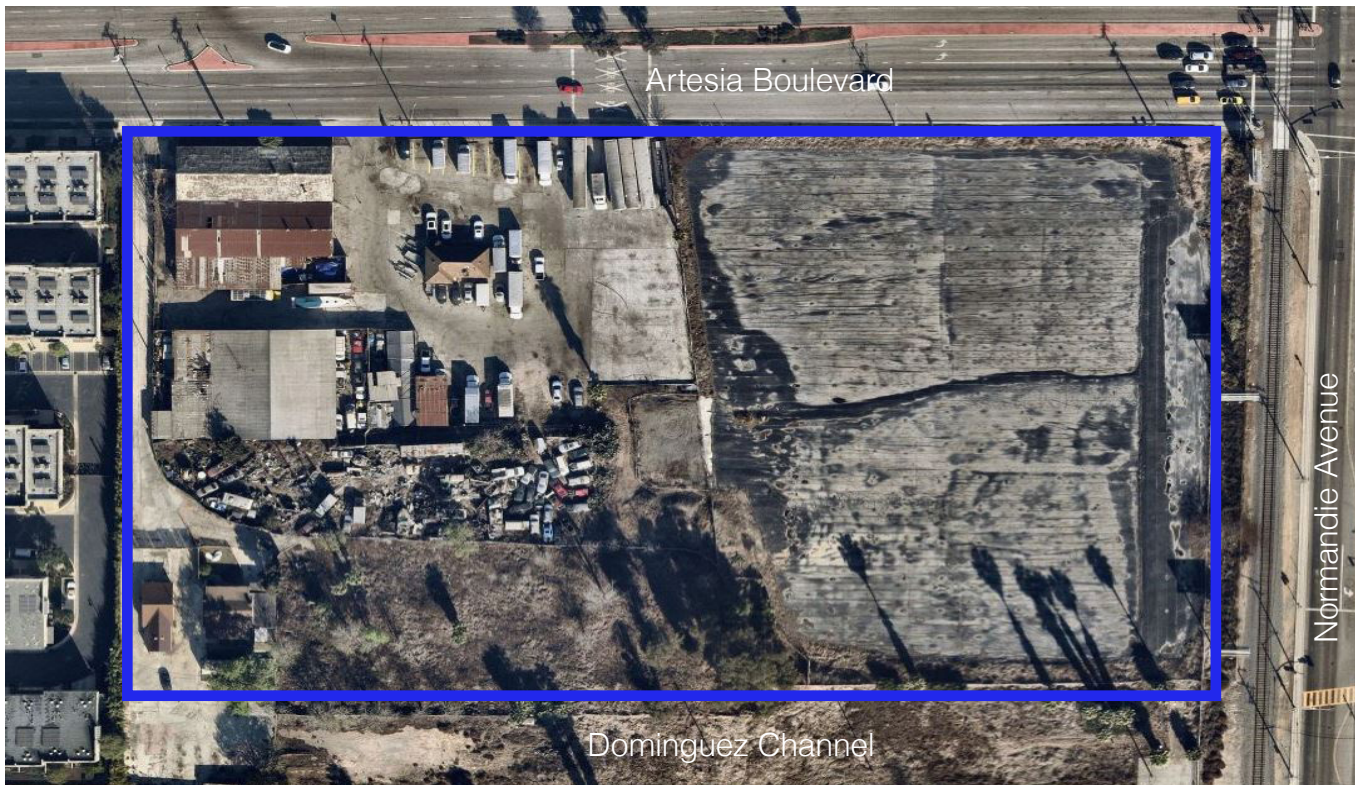
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3.0 CONTEXT AND EXISTING CONDITIONS

3.1 PROJECT SITE AND LAND USES

The 1450 ASP area consists of six parcels (APNs 6106-036-010, -012, -034, -035, -036, and -037) totaling approximately 6.33 acres in size, situated between Artesia Boulevard and the Dominguez Flood Control Channel. Existing land uses in the 1450 ASP area included a light manufacturing parcel with current U-Haul and metal works facility, one vacant parcel with a Department of Toxic Substance Control (DTSC) cap for contaminated sumps, and four residential parcels behind the industrial properties adjacent to the Dominguez Channel (1450, 1452, 1462 and 1472 West Artesia Boulevard) at the time the Plan was initiated. Three blighted homes were demolished prior to implementation of the Project with two additional structures to be removed as part of the Remedial Action Plan. Remaining structures will be removed as part of Project Implementation.

A map of the existing parcels and uses is provided in **Figure 5: Existing Uses**.



⊕ N.T.S.

Figure 5: Existing Uses

3.2 TOPOGRAPHY

The Project site's topography is generally level, with areas that are gently to moderately sloping. Artificial fill soils cover most of the site and are thickest near the center of the site where the Dominguez Creek was infilled, and at the eastern end of the site where a sump was excavated and filled.

An existing unpaved maintenance roadway owned by the Los Angeles County Flood Control District lies along the Dominguez Channel to the south of the site.

The Project site's topographical survey is provided in **Figure 6: Topographic Survey**.

3.3 GEOLOGY AND SOILS

A geotechnical study of the 1450 ASP area was prepared by Carl Kim Geotechnical Inc. on February 4, 2022. Existing geology and soils conditions are taken from the geotechnical study.

Based on review of available geologic maps, the site is not located within an Alquist-Priolo Earthquake Fault Zone. The City is located within a seismically active region that includes numerous

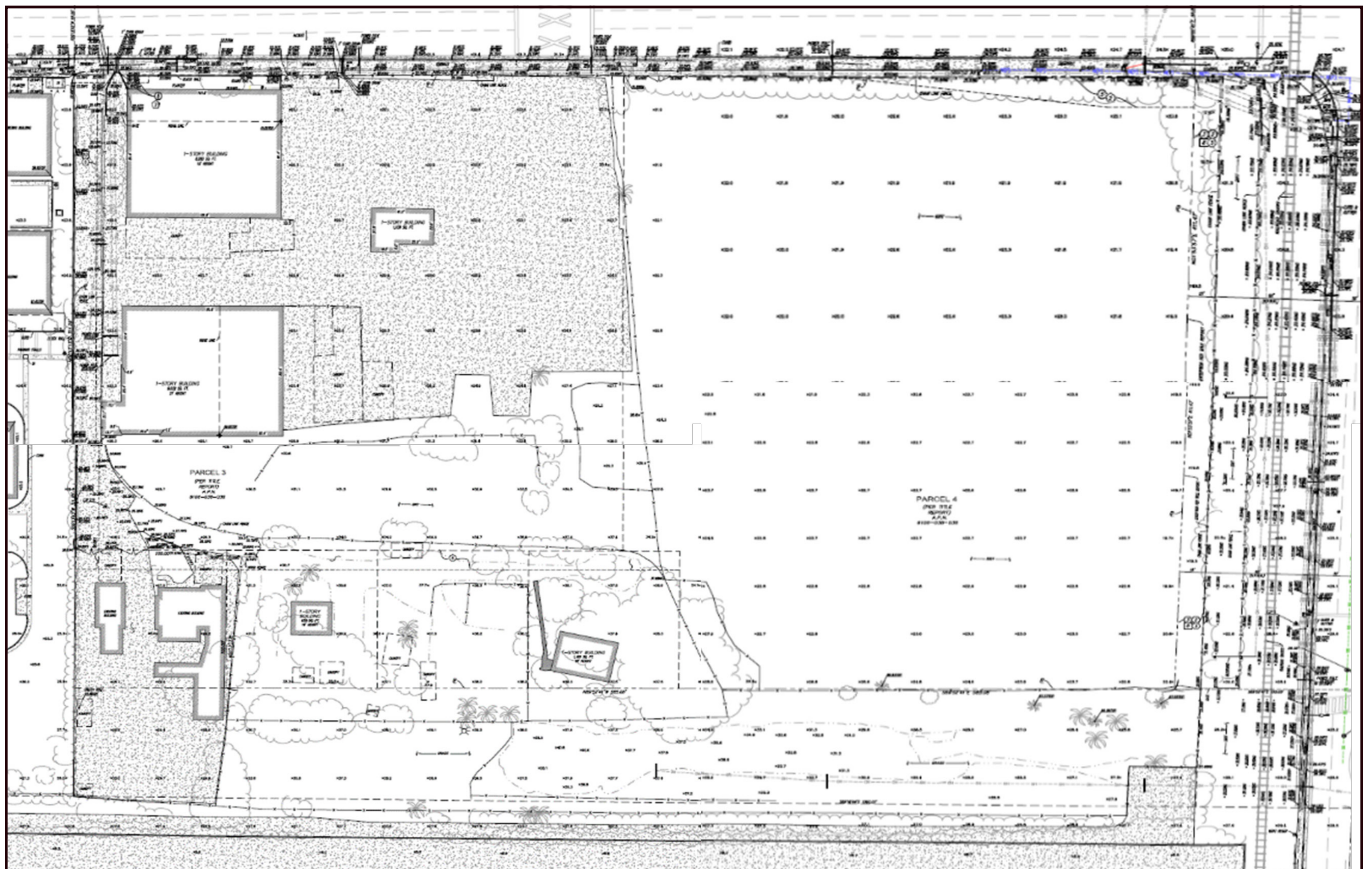


Figure 6: Topographic Survey

N.T.S. 

active, potentially active, and inactive fault traces and, consequently, is subject to the risks and hazards associated with potentially destructive earthquakes. The area located along Artesia Boulevard and the Dominguez Flood Control Channel in the southern portion of the City is located within a liquefaction zone.

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

Based on available groundwater monitoring reports dated 2020, groundwater ranges from 12 and 14 feet below ground surface (bgs) from onsite monitoring well MW-05. It was recommended by the geotechnical consultant that a groundwater level of 10 feet below ground surface conservatively be assumed for design and construction.

Much of the site is underlain by sump materials. Due to the contaminants of concern remaining in the subsurface soil, engineering controls including an engineered cap over impacted soils, soil vapor probes and related features, and soil vapor barrier design with ventilation systems will be required for future construction as part of the building foundation designed to prevent indoor soil vapor intrusion.

3.4 HYDROLOGY

A hydrology study of the 1450 ASP area was prepared by Kimley-Horn & Associates on August 3, 2022, which concluded approximately 14,000 cu-ft must be detained onsite to attenuate the runoff and mitigate impacts to the surrounding area.

The grading pattern for the proposed development will largely be consistent with that of the existing condition and surface flow towards Artesia Boulevard and stormwater cisterns to be installed along the western boundary of the property. The site is currently approximately 74 percent impervious. The Project will increase the pervious area of the site by approximately 14 percent.

3.5 GENERAL PLAN AND ZONING DESIGNATIONS

As discussed in the Project History above, the Project site is designated Specific Plan² and is consistently zoned as 1450 Artesia Specific Plan.

3.6 CIRCULATION

Three major freeways provide regional access to the Project site: I-405 to the south and west, and I-110 and SR-91 to the east. These freeways connect to the Project via Artesia Boulevard which runs along the northern boundary of the 1450 ASP area. Artesia Boulevard provides local access to the site, and is classified as a major divided arterial, with a total of six lanes. Local access to the Plan area is also provided from Normandie Avenue, traveling north-south just east of the Specific Plan area. The 405 freeway is also accessible from Western Avenue to the south of the Project site. A sidewalk along the south side of Artesia Boulevard provides pedestrian access to the site.

See Section 4.3 for local vehicular access to the Project site.

3.7 UTILITIES AND SERVICES

Ensuring the 1450 ASP area is served by adequate infrastructure is critical to successful 1450 ASP implementation and future development of the area. See **Table 4-1, Public Services & Utilities** within Chapter 4.5 for a list of public services and utilities that will serve the Plan area.

Utilities

Stormwater Drainage

- Stormwater from the 1450 ASP area will be collected in a cistern along the western boundary of the property.
- Further discussion on stormwater and drainage best management practices are included in Chapter 4.5.

Sewer

- The Los Angeles County Sanitation District (LACSD) is responsible for ownership and maintenance for the existing sewer a 21-inch in Artesia Boulevard, and the existing 8-inch sewer off Normandie Avenue, which that provide wastewater collection, conveyance, and management surrounding the property.
- One existing sewer lateral from the City of Gardena's public sewer system connects to the 21-inch main within Artesia Boulevard to the Project.

Water

- Water and fire services are provided to the property by a 21-inch cast iron line owned and maintained by the Golden State Water Company (GSWC).
- An 8-inch fire water line and 3-inch domestic water line are proposed water laterals serving the site.

Electrical Power

- The site is currently served by overhead power lines on the south side of Artesia Boulevard owned and maintained by Southern California Edison (SCE).

Natural Gas

- The site is currently served by electricity not by natural gas.

²City of Gardena. 2022. Land Use Plan. <https://cityofgardena.org/wp-content/uploads/2021/07/2021-Updated-Land-Use-Plan-04-21.pdf> (accessed October 2022).

Services Characteristics

Solid Waste

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

Fire Protection Services

- The Los Angeles County Fire Department (LACFD) provides fire protection services and emergency medical service to the City.
- The closest facility to the Project site is Fire Station 158 at 1650 W. 162nd Street in Gardena, California, located approximately 1.4 miles to the north of the project site and a 3-minute driving distance.
- The provision of water for fire suppression is available from existing water lines via adjacent hydrants.

Police Protection Services

- The Gardena Police Department (Gardena PD) provides police protection services to the City.
- The Specific Plan area is approximately 1.4 miles from the police station located at 1718 W 162nd Street.
- The Gardena PD divides the City into three districts, each with its own District Policing Team. The Project site is located within District 3.

Library Services

- The Los Angeles County Library provides library services to the City.
- There is one library within City limits which is the Gardena Mayme Dear Library at 1731 W Gardena Boulevard located 1.3 miles to the north and a two-minute driving distance. There are other public libraries located just outside of the City limits.

Schools

- The Los Angeles Unified School District provides educational services and facilities for students from kindergarten through twelfth grade.
- The Project site is within the service district of LAUSD and is served by three schools: 186th Street Elementary School, Peary Middle School, and Gardena Senior High School.

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4.0 SPECIFIC PLAN CONCEPTS

4.1 PROJECT GOALS AND OBJECTIVES

The 1450 ASP's overall purpose is to improve the major development corridor of Artesia Boulevard transforming an underutilized area with newly constructed self-storage, industrial warehousing, and office solutions to the City. The 1450 ASP permits commercial and industrial land uses and establishes building and site design, transportation, and infrastructure, to achieve this vision. The Project is guided by the following major objectives:

- Redevelop an underutilized, blighted and environmentally impacted property with economically vibrant industrial and commercial uses along a major development corridor within the City;
- Develop appropriate uses in an area with a legacy of contamination in a manner that protects human health and the environment and allows for continued monitoring of remediated areas;
- Produce short- and long-term jobs during the Project's construction and operations phases;
- Generate property and sales tax revenues for the City to enhance its services to the community and infrastructural improvements;
- Provide the City a substantial monetary public benefit to the City's General Fund; and
- Provide the City with an outdoor venue to hold community events.

4.2 SITE PLAN AND LAND USE PLAN

The site plan provided in **Figure 7: Site Plan and Land Use Plan**, sets forth the proposed plan for development of the Specific Plan area including the following uses: fgbdgn

- a self-storage use (three levels of self-storage over the bottom floor industrial totaling up to 186,000 GSF with 1,480 storage units); the self-storage leasing office will be approximately 1,000 GSF on the bottom floor,
- an industrial/warehouse use (one level totaling 72,000 GSF plus ten loading docks),
- an office/retail use (a mezzanine totaling 10,000 GSF), and
- a 200 square foot storage building will be provided for the City's use for the storage of equipment for the special events.

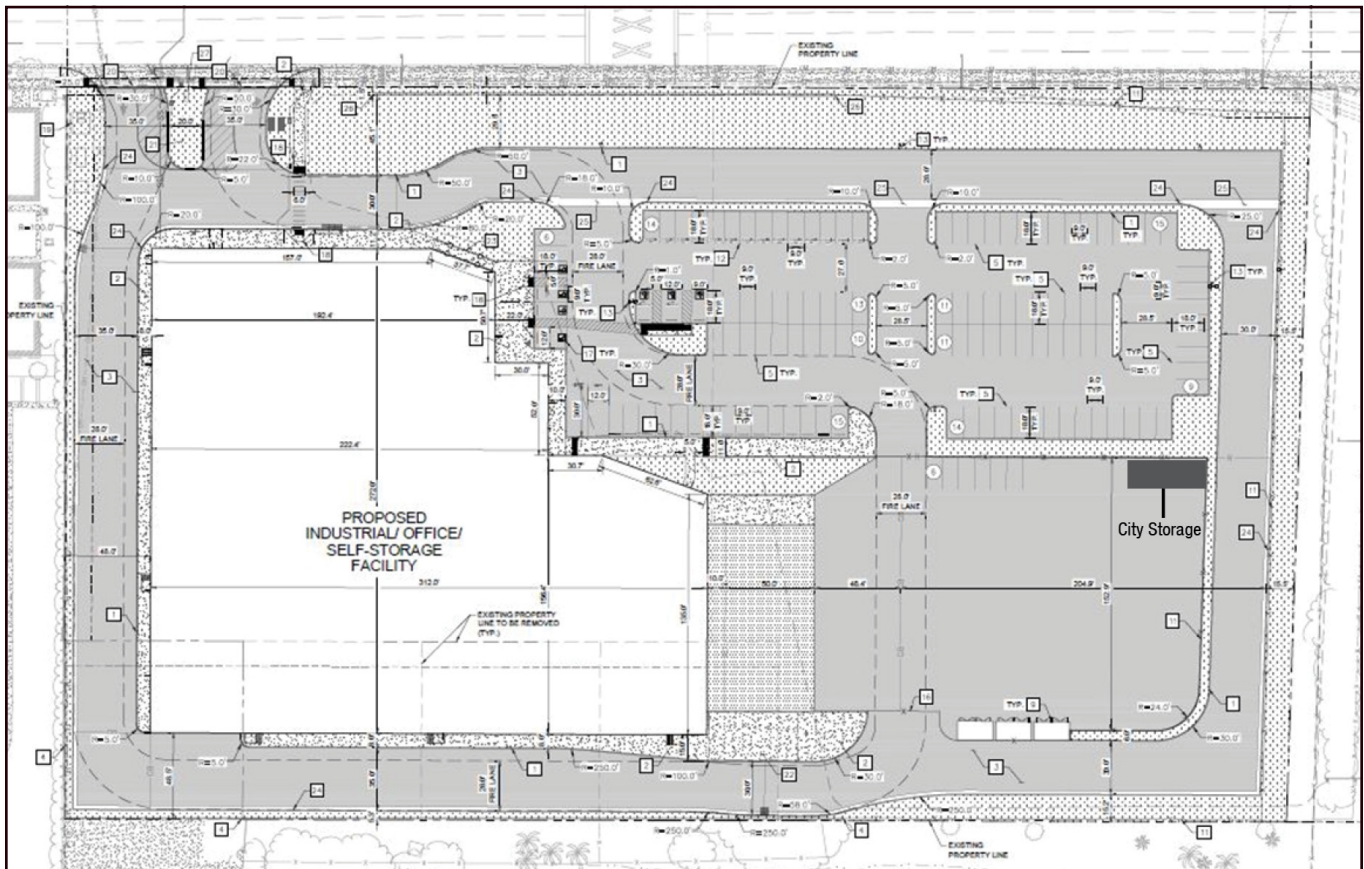


Figure 7: Site Plan and Land Use Plan

N.T.S. 

The Land Use designation for the Specific Plan area is Specific Plan and the zoning is 1450 Artesia SP. A copy of the Site Plan, including renderings, is attached as **Appendix B: Site Plan**. Development within the Specific Plan area must be substantially in conformance with this Appendix.

Additionally, special events are a permitted use planned for approximately 36,000-SF portion (0.8 acre) of the parking area (over approximately 63 parking spaces). A storage building will be placed along the eastern edge of the truck area.

See **Figure 7a: Site Plan and Land Use Plan - Special Events Area with Circulation Buffer**.

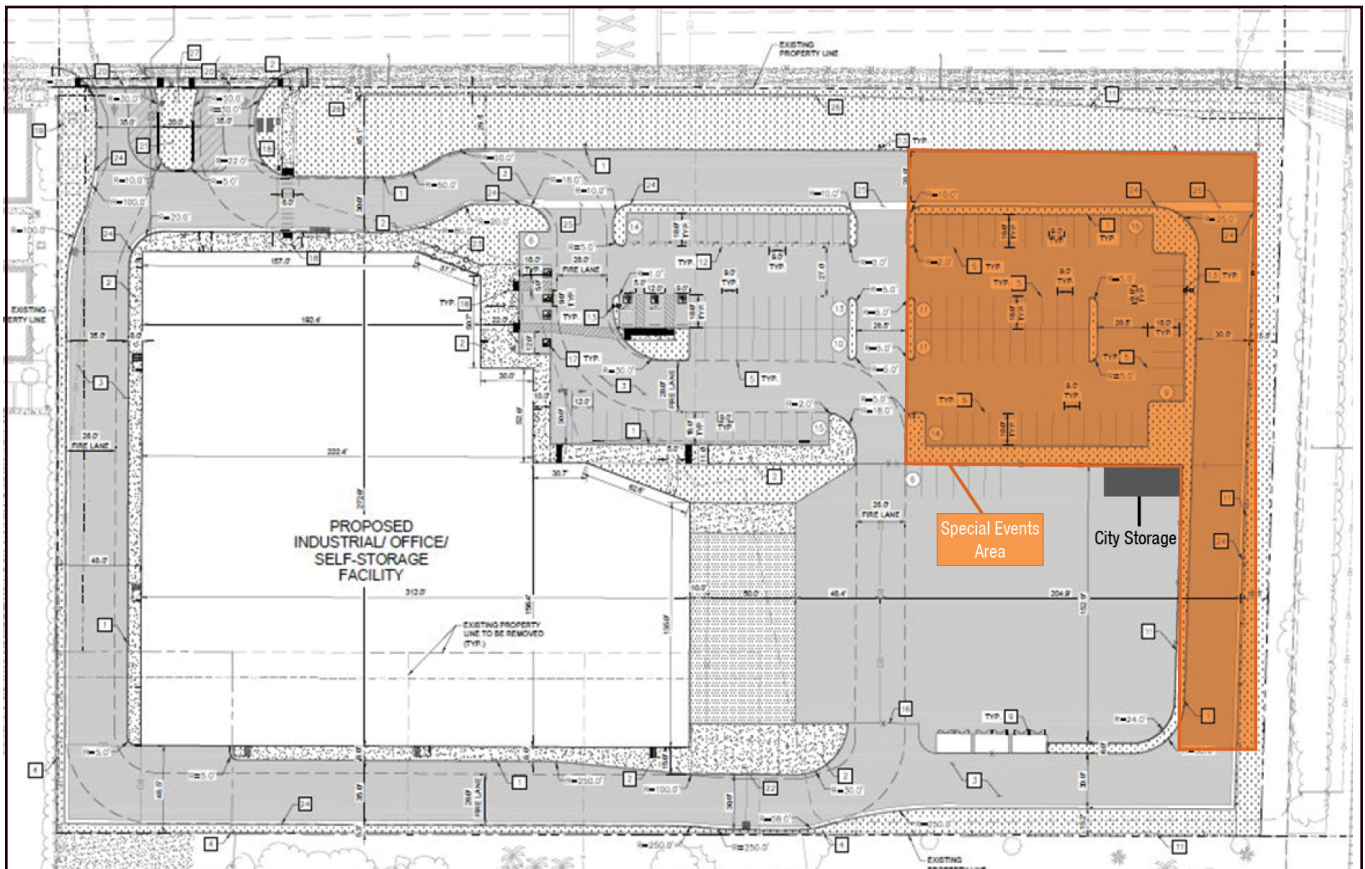


Figure 7a: Site Plan and Land Use Plan - Special Events with Circulation Buffer

4.3 TRANSPORTATION AND CIRCULATION PLAN

The circulation plan for the 1450 ASP is provided in **Figure 8: Proposed Circulation Plan - Vehicular Access**.

ON-SITE CIRCULATION AND ACCESS

An existing raised median along Artesia Boulevard limits access to eastbound right-turn entry/ right-turn exit site access only. The Project replaces two driveways on Artesia Boulevard, which currently allow both ingress and egress and are separated by approximately 100 feet. Two new driveways, one for ingress and one for egress, that are separated by a 20-foot landscape divide will be constructed as part of the Project. Each driveway will be 35-feet and located at the northwest corner of the Project site.

VEHICULAR ACCESS

The Project driveway will only service the Project. See **Figure 8: Proposed Circulation Plan - Vehicular Access**.

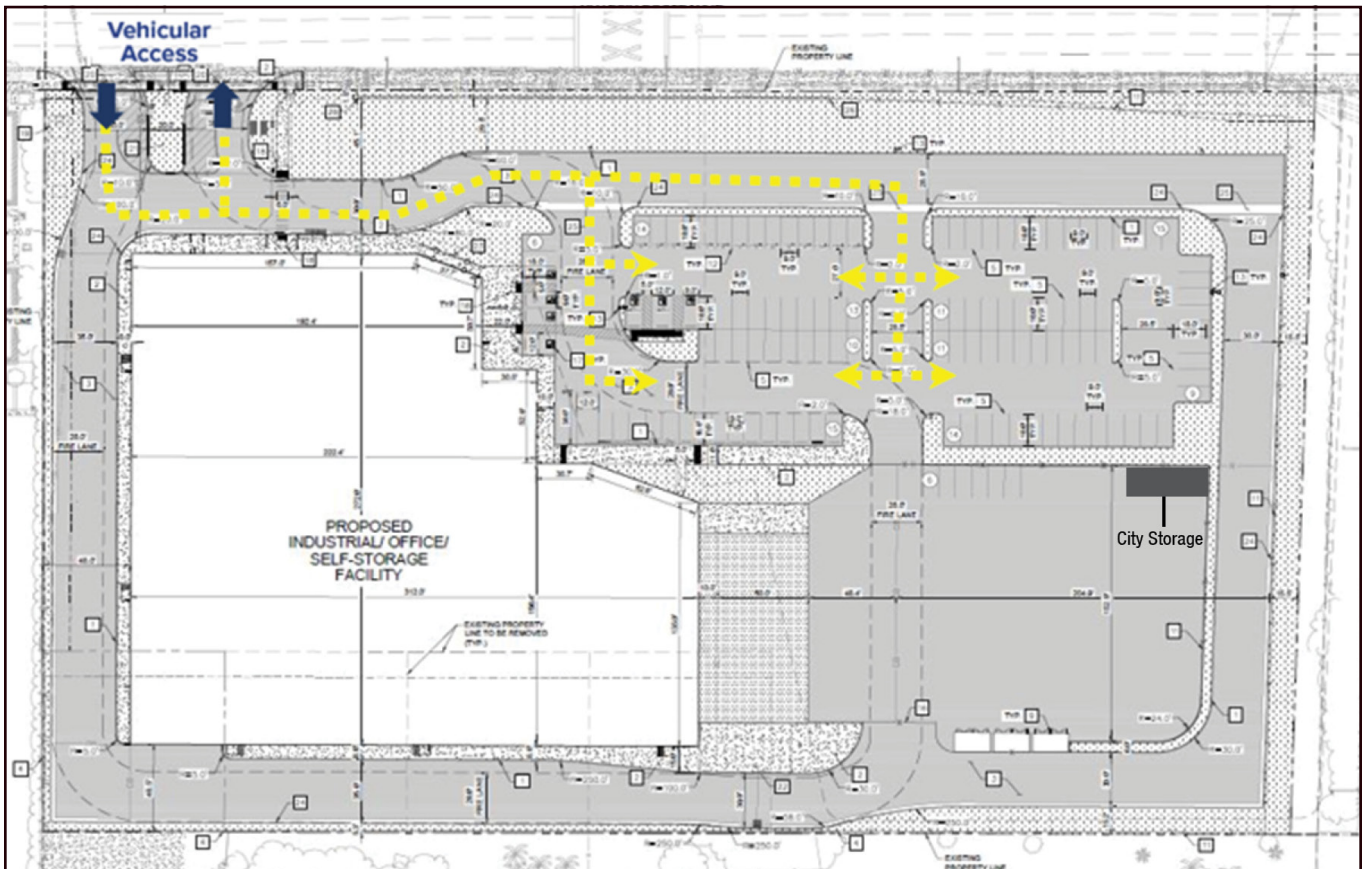


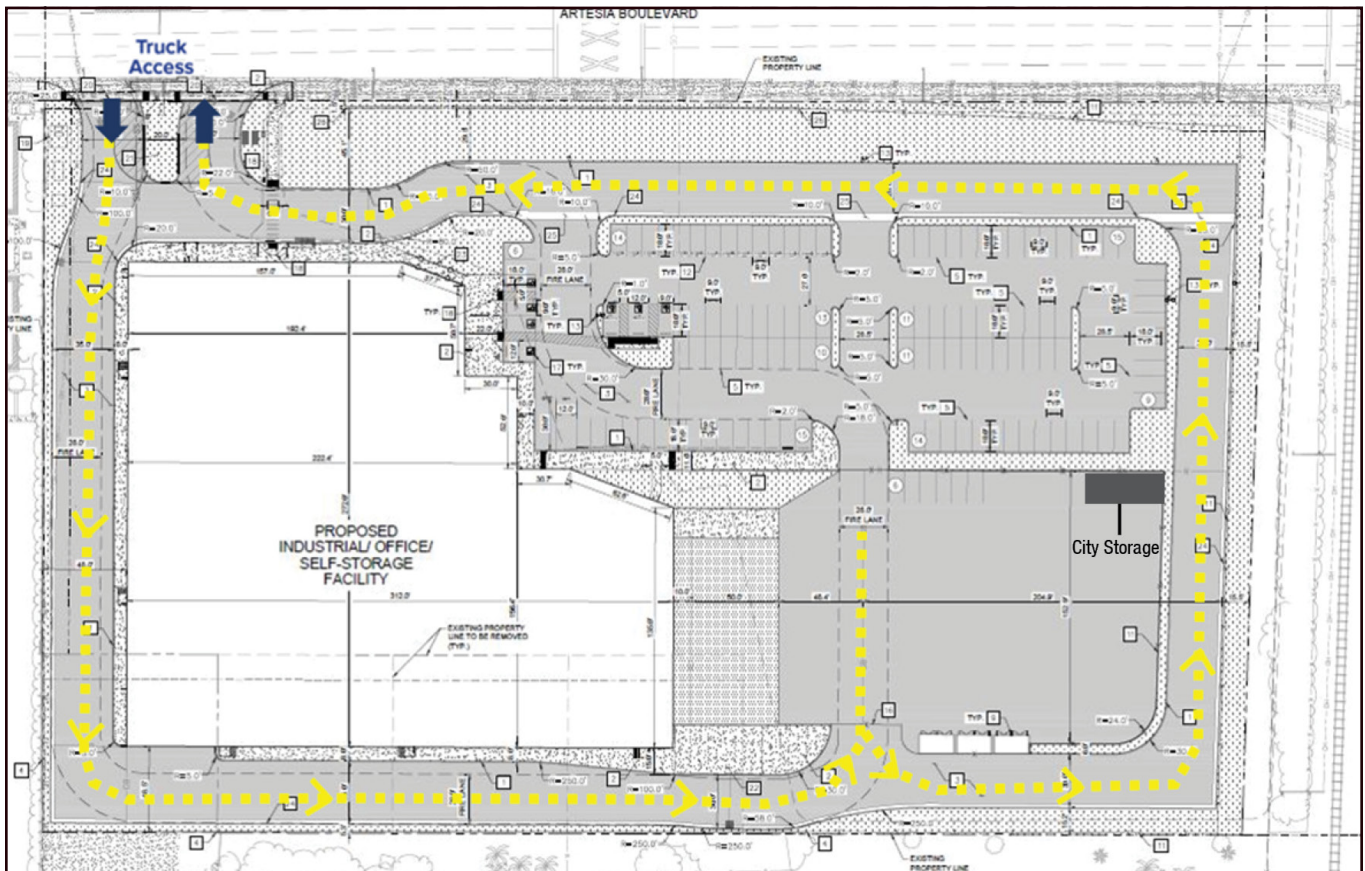
Figure 8: Proposed Circulation Plan - Vehicular Access

N.T.S. 

Parking will be located along the Project site's northeastern portion. The Project proposes 124 automobile parking stalls and 10 dock doors. There is room for truck parking and staging within the secured truck parking. No parking will be allowed around the perimeter access loop.

TRUCK ACCESS

The dock doors would be oriented to face east. Trucks will access the Project similar to vehicular access with ingress within the northwest portion of the Project and circulation continuing along the western to southern edge of the property and into the loading docks. Trucks will exit the loading dock area heading north within the parking lot with egress back through the northwest of the Project site. The truck circulation will be a loop around the proposed building with an aim to ease flow of onsite traffic. See **Figure 9: Proposed Circulation Plan - Truck Access**.



⊕ N.T.S.

Figure 9: Proposed Circulation Plan - Truck Access

SPECIAL EVENTS TRUCK ACCESS

During the time of City special events, trucks will be required to exit the loading area in the same direction they entered and will not be allowed to circulate along the eastern and northeastern sides of the property. The City will be required to provide a temporary physical barrier to prevent circulation along the eastern and northern boundaries. Additionally, the City will be allowed to install temporary physical barriers to prevent vehicles from entering drive aisles near the event, provided that access is still provided to the parking areas for the self-storage uses. During the special events, the parking area for these events shall occur only in the Special Event Area as depicted in **Figure 7a: Site Plan and Land Use Plan - Special Events Area with Circulation Buffer** and in **Figure 9a: Proposed Circulation Plan - Truck Access Special Events Area**.

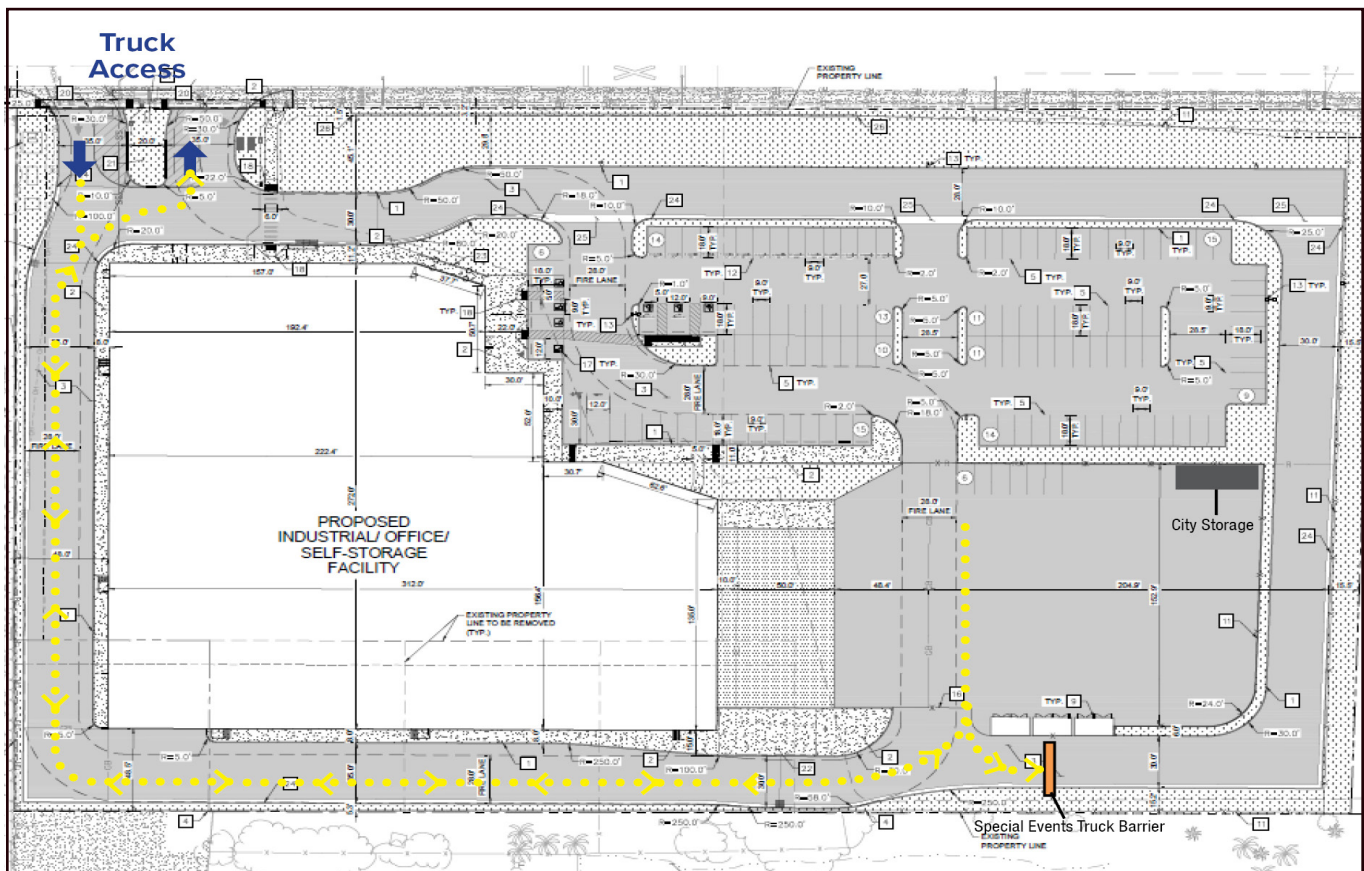
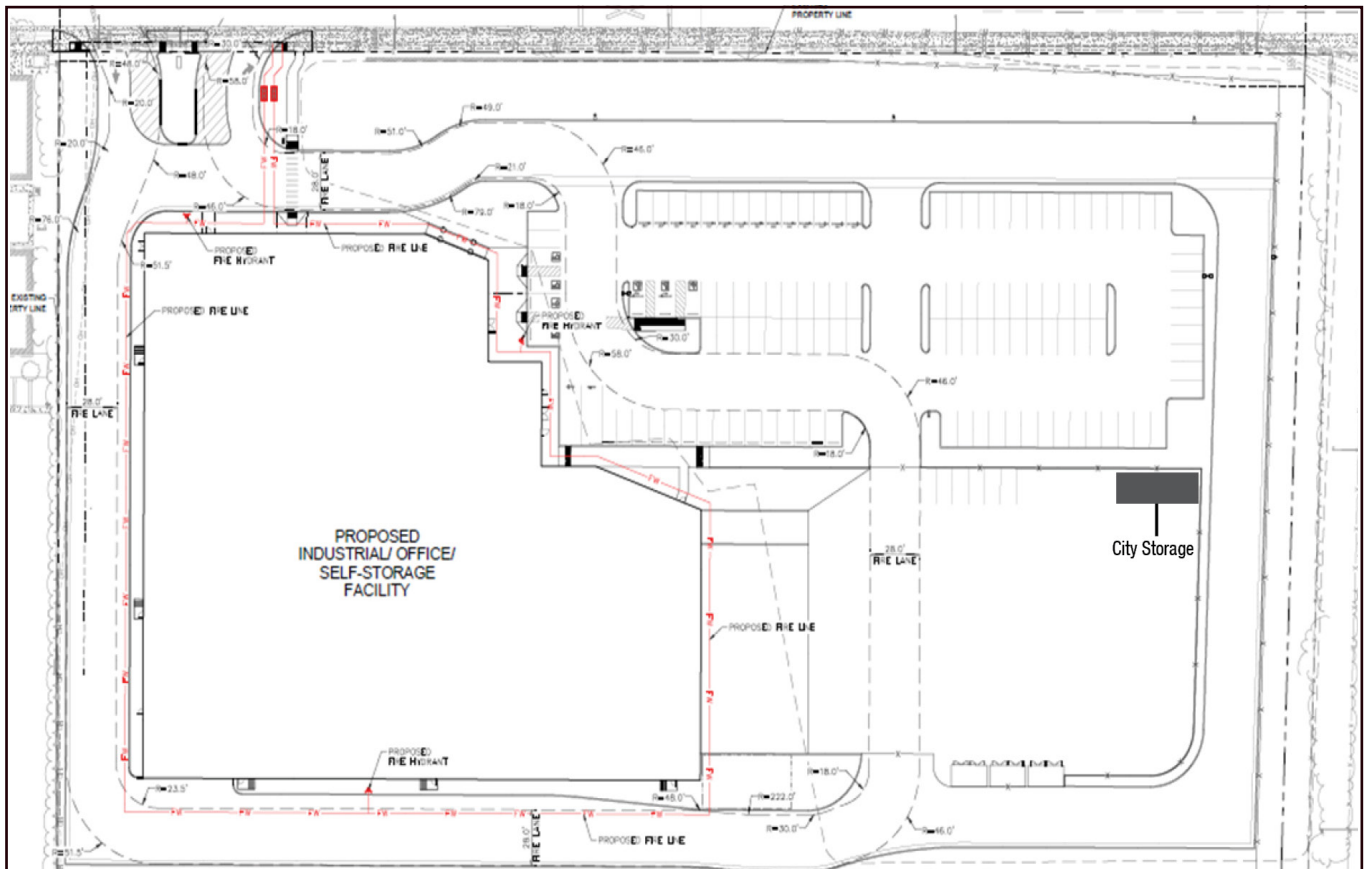


Figure 9a: Proposed Circulation Plan - Truck Access Special Events Area

N.T.S. 

FIRE ACCESS

Per the Los Angeles County Fire Department, a 28-foot-wide fire access lane is required and provided surrounding the property structure with direct access to Artesia Boulevard. See **Figure 10: Proposed Fire Access**.



⊕ N.T.S.

Figure 10: Proposed Fire Access

PEDESTRIAN ACCESS

Pedestrian access to the Project site will be provided from sidewalks located along Artesia Boulevard with primary pedestrian access located at the building lobby located on the northern portion of the site and to the parking lot within the northeastern portion of the property. Areas with loading docks will be gated to prohibit pedestrian access for safety.

TRANSIT ACCESS

The Plan area is located in the vicinity of the following routes:

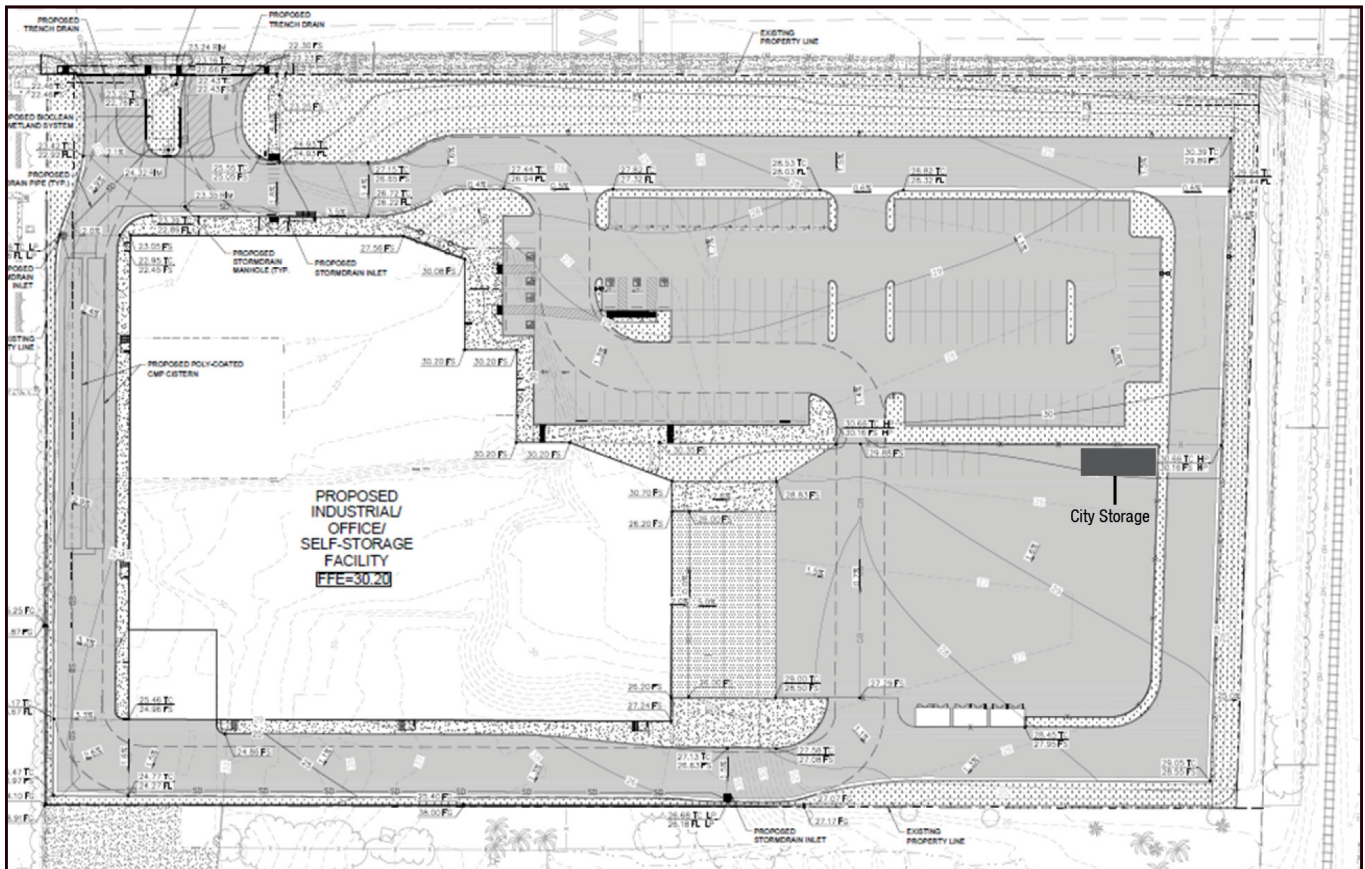
- Line 2 (GTrans): This line runs north south along South Western Avenue and Vermont Avenue in a loop. The nearest bus stop is located west of the Plan area at Artesia Boulevard and South Western Avenue approximately 0.5 miles from the Project site.
- Line 1 (Torrance Transit): This line goes from Del Amo Fashion Center at Carson and Hawthorne Boulevards to Figueroa Street located at the 105 Freeway. Both the northbound and southbound stops are at Vermont Avenue and Artesia Boulevard approximately 0.6 mile from the Project site.
- Line 13 (Torrance Transit): This line goes from Veteran's Park in Redondo Beach, north to Artesia Boulevard through Hermosa Beach to Vermont Avenue, past California State University Dominguez Hills, and ending in the City of Commerce across from the Crystal Casino. Both the eastbound and westbound stops are located directly in front of the Project site at Artesia Boulevard and Normandie Avenue.
- Line 344 (Metro): This line goes from Palos Verdes Drive and Hawthorne Boulevard to Artesia Boulevard, and then along Vermont Avenue to the Harbor Gateway Transit Center. The bus stops are also located directly in front of the Project site at Artesia Boulevard and Normandie Ave.
- Harbor Gateway Transit Center: The Transit Center, located at 731 West 182nd Street, is a large bus station that serves as a transport hub for the South Bay region of Los Angeles County, including the City of Gardena. The J line can be accessed from this station, which provides transit to both downtown Los Angeles and San Pedro. Numerous other lines can also be accessed from this station. The Transit Center also includes a 980-space park and ride. The Transit Center is approximately 1 mile from the Project site.

BICYCLE ACCESS

No bicycle lanes are provided along Artesia Boulevard as it is an arterial roadway prior to the entrance of State Route 91. Along the Dominguez Channel there is the Laguna Dominguez Bike Path; however, it is not connected within the City.

4.4 GRADING PLAN

The grading plan for the 1450 ASP area is provided in **Figure 11: Proposed Grading Plan**. The site will be graded to maintain the existing grading and drainage patterns. The overall site grading and drainage pattern will be towards the center of the parking lot following the planned drainage and storm drain system and further discussed in Stormwater and Drainage below.



⊕ N.T.S.

Figure 11: Proposed Grading Plan

4.5 PUBLIC FACILITIES AND UTILITIES PLAN

Existing utility infrastructure capacity for this area has been confirmed through regional area capacity studies and load-based assessment using proposed development parameters as described in **Table 4-1, Public Services & Utilities**.

TABLE 4-1: PUBLIC SERVICES & UTILITIES

SERVICE TYPE	SERVICE PROVIDER
Fire protection	Los Angeles County Fire Department
Police protection	Gardena Police Department
Public Schools	Los Angeles Unified School District
Library	Mayme Dear Library
Water supply	Golden State Water Company
Sewer lines	City of Gardena Public Works Department
Sewage treatment	Los Angeles County Sanitation District Joint Water Pollution Control Plant
Gas supply	Southern California Gas Company
Electric supply	Southern California Edison
Telecommunications	Multiple Providers
Stormwater drainage	City of Gardena Public Works Department
Solid waste collection and disposal	Waste Resources of Gardena
Transit services	Bus services: G Trans (City of Gardena), Torrance Transit (City of Torrance), Los Angeles County Metropolitan Transportation Authority (Metro)

STORMWATER AND DRAINAGE

Five storm drain inlets are proposed within the 1450 ASP area leading to an underground poly-coated CMP cistern located within the western portion of the Site. Collected stormwater shall be carried to a subsurface detention basin installed downstream of storage for additional volume control and treatment. The underground stormwater cistern will detain water to mitigate flows to pre-project conditions and will detain for Low Impact Development (LID) storm event. From the underground stormwater cistern, water will be conveyed, through a flow-controlled outlet, to a LID biofiltration device prior to offsite release. No stormdrain piping, inlets or supporting infrastructure shall be included on the former sumps.

In compliance with existing regulations, the 1450 ASP developers will provide all necessary drainage improvements and implement best management practices (BMPs) in compliance with National Pollutant Discharge Elimination System (NPDES) requirements.

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

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

SEWER

The City as-built plans show an 8-inch sewer line approximately 24 feet east of the centerline of Normandie Avenue. There is an additional 21-inch trunk sewer main line on Artesia Boulevard at the centerline of the road with an average grade of 0.41 percent.

Onsite sewer lateral connects to the main line within Artesia Boulevard to serve the Plan area. The existing sewer demand of 604 GPD and the proposed total wastewater demand is 18,390 GPD.

WATER

GSWC Southwest System service area serves the Project. The water demands will increase to 20,043 GPD or 21 AFY with the Project. As noted above, there is an existing fire hydrant on the south side of Artesia Boulevard adjacent to the northwestern portion of the site.

Project development will include all state mandated water-saving features, including water-efficient faucets and toilets.

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

ELECTRICAL POWER

As noted above, the site is currently served by overhead power lines on the south side of the Artesia Boulevard owned and maintained by Southern California Edison.

NATURAL GAS

As noted above, the site is currently served by underground lines within Artesia Boulevard owned and maintained by Southern California Gas Company.

SOLID WASTE

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

PUBLIC SERVICES

The Project site and surrounding area is developed and afforded all municipal services. Police protection services for the City are provided by the Gardena PD. Fire protection and emergency medical response services for the City are provided by the LACFD. Educational services are provided to the City by the LAUSD with three schools including 186th Street Elementary School, Peary Middle School, and Gardena Senior High School.

4.6 RECREATION AND OPEN SPACE PLAN

Based on the historical use of the site and known contamination beneath the site, open space and recreation areas are not provided within the Plan area.

4.7 PHASING PLAN

The Project within the 1450 ASP area is envisioned to be built in one phase. Phased occupancy of the Project is permitted.

4.8 LANDSCAPE PLAN

The Project landscaping will provide a distinct visual impression within the property and frontage of Artesia Boulevard to enhance the built environment with aesthetically pleasing and drought-tolerant landscaping and provide a high level of aesthetic standards complemented by the quality of the building materials. The landscape plan for the 1450 ASP area is provided in **Figure 12, Proposed Landscape Plan.**

STREETSCAPE

The Artesia Boulevard streetscape will provide a combination of shrubs and trees along the frontage of Artesia Boulevard as well as within the Project development to provide a valuable vertical element, and create a pedestrian scale screen between the ground level and the upper floors of the building. Areas within the DTSC environmental cap will include a combination of both boxed and elevated planters.

PLANT MATERIAL

The landscape plan includes a layered landscape program with the proposed plants throughout the Project regionally adapted with a focus on minimizing water use. The Project will be consistent with the State and City water efficient landscape ordinances, and a minimum of 75 percent of the plantings will be water efficient.



















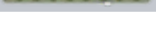
Figure 12: Proposed Landscape Plan

N.T.S. ⊕

The total landscaped area will be at least 50,000 SF; however, the exact amount will be determined based on final review from DTSC. All trees shall be a minimum of 24-inch box size and shrubs must be a minimum of 1 gallon size.

The plant design utilizes water-wise landscaping principles, including a low percentage of water-thirsty plants, smart irrigation controllers, drip irrigation, and weed germination. The Project's proposed plant schedule is shown in **Table 4-2, Plant Palette**.

TABLE 4-2: PLANT PALETTE

SYMBOL	CODE	BOTANIAL / COMMON NAME
	LW	Lagerstroemia indica x fauriei 'Natchez' / Natchez Crape Myrtle Multi-Trunk
	PC	Pistacia chinensis/ Chinese Pistache
	AA	Agave attenuate/ Foxtail Agave
	AP	Agave parryi / Parry's Agave
	AB	Anigozanthos x 'Big Red' / Big Red Kangaroo Paw
	BR	Bougainvillea x 'Rosenka' / Rosenka Bougainvillea
	LH	Lantana x 'New Gold'/ New Gold Lantana
	MC	Melaleuca viminalis/ Weeping Bottlebrush
	MA	Muhlenbergia capillaris 'Autumn Blush' / Autumn Blush Pink Muhly Grass
	MD	Muhlenbergia Dubia / Pine Muhly
	OL	Olea Europaea 'Montra'/ Little Ollie Olive
	PF	Pennisetum x 'Fairy Tails' / Evergreen Fountain Grass
	PR	Phormium Tenax 'Radiance' / New Zealand Flax
	PA	Phormium x 'Amazing Red'/ Amazing Red New Zealand Flax
	SS	Salvia greggi 'Furmans Red' / Furman's Red Autumn Sage
	WF	Westringia Fruticosa / Coast Rosemary
	RH	Rosmarinus officinalis 'Huntington Carpet'/ Huntington Carpet Rosemary
	TS	Trachelospermum jasminoides 'Star' / Star Jasmine

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5.0 DEVELOPMENT REGULATIONS AND REQUIREMENTS

This Chapter establishes the land use and development standards to establish the desired physical form and identity of the built environment. These regulations implement the Specific Plan Land Use Plan and ensure compatibility of land uses. Development standards address the physical features of each land use such as buildings, lots, setbacks, parking, landscaping, walls and fencing, outdoor storage, and signs. These standards address buildings and site improvements and are essential to achieve the vision of the Specific Plan.

5.1 GENERAL PROVISIONS

This Section applies to any development within the Specific Plan area. In reviewing individual projects requiring discretionary approval, additional conditions may be applied by the approving body to accomplish the goals and objectives of the Specific Plan and the General Plan.

5.2 ALLOWABLE LAND USES

Permitted uses are subject to all applicable development standards and guidelines outlined in this Chapter and Chapter 6 – Design Guidelines.

PERMITTED USES

A project in the Plan area shall only be occupied by land uses identified in this Specific Plan and shall be subject to the applicable City approval process identified in Chapter 8 (Implementation). The permitted uses and improvements described in this Section will conform to and be guided by the development standards in Section 5.3 below.

The following uses are permitted by right in the 1450 ASP area:

- Warehouse and Distribution – a maximum of 72,000 square feet. A warehouse is a business that is primarily used for storing products as needed. Warehouse and distribution uses can include, but not be limited to, product order fulfillment, online or otherwise, and product delivery, wholesale, e-commerce, and storage uses for air freight, aerospace, food and beverage, and studio uses.

- Self-storage – a maximum of 186,000 square feet
 - Ancillary sales to the self-storage use.
- Commercial office/retail- a maximum of 10,000 square feet
- Special Events as determined by the Parks and Recreation Director, which shall include events such as the following with space of up to 36,000 square feet:
 - Food trucks
 - Farmer’s markets
 - Car shows
 - Live entertainment
 - Food giveaways
 - Community meetings
 - Health fairs
 - Mobile vaccination events
- City Storage – a maximum of 200 square feet
- Any other use not specifically listed here determined by the Community Development Director to be similar to a permitted use.

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

PROHIBITED USES

- Cold storage warehouses.
- Fulfillment center warehouses that involve sorting, typically by manual means.

EXISTING LEGAL NON-CONFORMING

The 1450 ASP area currently comprises vacant residential and light industrial development. Following approval of this Specific Plan, the existing uses shall become legal nonconforming to the provisions of the Specific Plan. Any existing uses, buildings, structures, parking areas, landscaping and signage located in the Plan area that become non-conforming at the time of adoption of the Specific Plan will be permitted to remain but shall be subject to the provisions of GMC Section 18.54.040, which prevents nonconforming uses from being changed or expanded beyond what was established when the use became nonconforming.

SPECIAL EVENTS

Special events will be held approximately two to three times per month and shall not exceed 36 times per year. The events will be limited to Saturday and Sunday events (between 7 AM and 10 PM) with expected attendance of up to 250 attendees. Clean up may take place after 10:00 PM.

- The City shall not permit any attendee, City elected or appointed official or employee, contractor, vendor or any other person present at any of such special events from: (i) interfering with or disrupting the operations, use or quiet enjoyment of the Property by Developer, any of its tenants, or any principal, officer, manager, employee, invitee, vendor or contractor of Developer or any of its tenants, except for the change of truck access as described below, (ii) interfering or tampering with, damaging, impairing or altering any of the elements or features of the Final Remedial Action Plan approved by the California Department of Toxic Substances Control on July 17, 2022, or (iii) parking any vehicle in any of the Property's parking spaces or in any other area of the Property outside of the special event area or outside of the Property's southerly driveway outside of the truck court as depicted on **Figure 7a: Site Plan and Land Use Plan - Special Events with Circulation Buffer**.
- The City will notify the owner in writing at least fourteen (14) calendar days before each such event will take place describing the nature, date and duration of the event and the portion of the Special Event area on which the event will occur. The City shall be responsible for sponsoring, securing, and monitoring special events. Security and public services during special events shall be the City's responsibility.
- The City shall be provided with a storage building, at no cost, of at least 200 square feet to store items for the special events at the location shown on **Figure 7a: Site Plan and Land Use Plan - Special Events with Circulation Buffer**.

5.3 DEVELOPMENT STANDARDS

Development Standards apply to all land uses, structures, and related improvements in the Specific Plan area. Where specific development standards are not mentioned in this section, the applicable provisions of the GMC shall apply. The standards of this section control the physical dimensions and location of structures, and site improvements amongst the various land use areas to implement the Specific Plan Guiding Principles and Project Objectives and establish well-designed development projects within the Plan area that work in harmony with each other and minimize potential impacts to residential uses within the Plan area as well as adjacent sensitive uses.

MINIMUM LOT AREA

The minimum area permitted by the 1450 ASP shall be 6.33 acres. Individual lots shall be consolidated to meet the minimum lot area.

MAXIMUM BUILDING HEIGHT

Buildings shall not exceed a maximum of 75 feet in height as measured from the finished floor (i.e., the level of the finished floor on the ground level) to the highest point on the roof, including non-occupiable projections (including, without limitation, architectural features, elevator shafts mechanical equipment, stairwells, canopies, or shade structures).

BUILDING SETBACK LINE

No building or structure shall be constructed within the building setback line. All setbacks shall be free and clear to the sky relative to building or structure placement except for the following improvements:

Front: Along the Artesia Blvd. property line there shall be a minimum 48-foot setback.

Rear: Along the rear property line there shall be a 48-foot minimum setback.

Side (Eastern): Along the eastern property line there shall be a minimum 300-foot setback.

Side (Western): Along the western property line there shall be a minimum 40-foot setback.

Permitted Encroachments: Non-habitable architectural features (e.g., canopy or awning), landscaping, outdoor seating for pedestrians and similar features may encroach within required setback areas. Fire lanes, drive aisles, and the City's storage structure, may be located in the required side and rear yard setbacks.

FLOOR AREA RATIO

Pursuant to the General Plan, non-residential land use intensity is typically measured by the amount of building floor area allowed land acre, also referred to as Floor Area Ratio (FAR). Within the Specific Plan area, the FAR for each non-residential land use shall meet the following within **Table 5-1, Non-Residential Floor Area Ratio.**

TABLE 5-1:NON-RESIDENTIAL FLOOR AREA RATIO

LAND USE	MAXIMUM FAR
Integrated Commercial Industrial	1.0

5.4 ARCHITECTURAL STANDARDS

FACADES

A consistent architectural style shall be used for the building and its related elements (i.e., exterior lighting, canopies, trellises, etc.). Structures and walls and rooflines of structures shall contain a variety of distinct parts, architectural elements and surface treatments. There shall be variations and articulation on the façades of the building to add scale and avoid large monotonous walls.

Where the building mass cannot be broken up due to unique use constraints, i.e., warehouse space, building walls shall be articulated through the use of texture, color, material changes, shadow lines, and other façade treatments. All façades of the building shall be treated with equal architectural rigor, level of detail, and articulation.

MATERIALS

Materials shall be high quality, durable, and not readily deteriorate if exposed to the elements. The following materials are allowed:

- Stucco, Sand Fine Finish
- Screen Metal Panels
- Vision Glass
- Spandrel Glass

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

COLOR

Colors shall include a base color and a minimum of one accent color. Colors shall be similar to the renderings provided within **Figure 14: Color and Material Board**.

If subsequent renderings are provided with materials not allowed by this Chapter or colors not approved in accordance with the approved color list by the City Council, the changes shall be approved by the City Council. Otherwise, the Community Development Director may approve such changes.

5.5 LANDSCAPING REQUIREMENTS

Standards are to be used in conjunction with GMC Section 18.42.075 (Landscape regulations). The Projects shall provide and maintain landscaping and irrigation in compliance with applicable sections of this Specific Plan.

A landscaping plan shall be required for new or expanded buildings and structures including a minimum of five percent of total paved area used for driveways and parking outside of areas with mitigation measures in place (i.e., environmental cap) which do not allow for sub-surface disturbance.

Landscape along Artesia Boulevard shall be distinct from the surrounding streets to emphasize the throughway adjacent to the sites. Landscaping along these external edges will be more intense than interior landscaping but shall preserve and enhance strategic view corridors into the project to take advantage of frontage along this major traffic corridor.

All landscaping shall be well maintained and not interfere with pedestrian movement or impede the visibility of business and signage.

5.6 OFF-STREET PARKING AND LOADING STANDARDS

The following regulations establish minimum requirements and design standards for off-street parking of vehicles, trucks, and bicycles. The purpose of these regulations is to provide safe and convenient access, to ensure parking areas are properly designed, and to provide enough parking spaces to service the use, reduce traffic congestion, promote business, and enhance public safety. Compliance with the California Green Building Standards Code (CALGreen) is required pertaining to specific parking requirements for bicycle parking, designated parking for clean air vehicles, EV charging stations, and other parking requirements regulated by CALGreen.

5.7 VEHICLE PARKING

Table 5-2, Required Off-Street Parking identifies the minimum number of parking spaces for the uses listed under their respective categories.

TABLE 5-2: REQUIRED OFF-STREET PARKING

USE	PARKING REQUIREMENT RATIO
Warehouse	1 / 1,000 SF
Leasing Office	1 / 400 SF
Office / Retail (Mezzanine)	1 / 400 SF
Self-Storage	1.65 / 100 Units

OFF-STREET PARKING AND LOADING DESIGN STANDARDS

The following provides general parking and loading standards for the Specific Plan area. **Table 5-3, Off Street Parking and Loading Standards** establishes the design standards for off-street parking and loading. Refer to GMC Section 18.40. Off street vehicle parking for certain standards and procedures, including accessible parking space requirements and alternative parking programs. Off-street parking shall be provided in accordance with the GMC and all applicable City requirements and standards; however, there shall be no compact parking spaces.

TABLE 5-3: OFF-STREET PARKING STANDARDS

OFF-STREET PARKING STANDARDS	
CATEGORY	REQUIREMENT
Markings	All parking facilities, individual stalls, drive aisles, approach lanes, and maneuvering areas shall be clearly marked to expedite traffic movement. Once a parking facility has been marked in accordance with the approved site plan, the markings shall be maintained in good condition.
Loading Activity	<p>All loading activity including turnaround and maneuvering shall be made on-site and contained within designated areas, such as loading zone, loading space, or loading docks.</p> <p>Loading activities should not block designated drive aisles/driveways, passenger vehicle areas, pedestrian paths, and emergency vehicle access.</p> <p>Buildings, structures, and loading facilities shall be designed and placed on the site so that vehicles, whether rear loading or side loading, may be loaded or unloaded without extending beyond the property line.</p> <p>Drive aisles shall be sufficient in length so that no queuing of trucks or delivery vehicles will occur within the public right-of-way.</p>
OFF-STREET PARKING STANDARDS CONT.	
CATEGORY	REQUIREMENT
Safety	Pedestrian circulation in parking lot areas shall be planned to provide safety and convenience. Off-street parking areas shall incorporate walkways and striped paving in conjunction with landscaping to ensure the visibility and separation of pedestrians from vehicular paths.
Parking Lot Screening	The view of parking areas from public streets shall be softened by means of grading berms and/or landscaping.

PARKING SPACE DIMENSIONS	
Standard Parking	9-feet wide by 18-feet long
Wheel Stops	3- feet from the wall or property line.
Minimum Aisle width for parking angle	90 degrees: 26 feet
Maximum gradient at parking space	5% measured in any direction; 2% maximum for accessible parking spaces
DOCK-HIGH LOADING FACILITIES	
Loading door loading space	12-feet wide by 40-feet long with 14-foot minimum vertical clearance measured from finish service of loading dock, and shall be so arranged that it will not impede traffic circulation within the parking area and will not block parking stalls.
Truck maneuvering area	Designed to accommodate the minimum practical turning radius of a 53-foot semi-trailer and tractor combination.

5.8 MAINTENANCE STANDARDS

The site, including the City’s storage building and public right of way in front of the site, shall be well maintained in an orderly manner during and following construction and timely and regular maintenance and necessary repairs shall be made to the Project’s exterior and interior and City’s storage building.

5.9 STANDARDS FOR WALLS/FENCING, OUTDOOR STORAGE, LIGHTING, SIGNAGE CITY STORAGE

WALLS AND FENCING

Walls, fences, and gates may be used to identify separate areas and provide needed privacy and security. Where constructed, walls, fences, and gates shall appear consistent in style and material, complementing the surrounding architectural styles.

The eight-foot-high decorated masonry wall along the western side of the property abutting the residential townhome development and shall remain. Security fencing along the perimeters of the property shall consist of wrought iron or tubular steel and shall be interspersed with stone, brick, stucco, or decorative block at a minimum of every six feet and shall be no more than six-feet in height. There shall be a minimum of three feet of landscaping between the front of the fence and the back of the sidewalk area closest to the fence along Artesia Boulevard. Along Normandie Avenue there must be a minimum setback of 15 feet from the front of the fence and the back of the sidewalk area closest to the fence.

OUTDOOR STORAGE

Outdoor storage and trash receptacles shall conceal the views of materials and products from streets and nearby properties. All outdoor storage of facilities for fuel, raw materials, and products shall be concealed from view from adjacent property and public rights-of-way. No material or

waste shall be deposited in such form or manner that it may be transferred off the lot by natural causes or forces. All materials or wastes which might cause fumes or dust, or which constitute a fire hazard, or which may be edible by or otherwise be attractive to rodents or insects shall be stored outdoors only in closed containers.

ENCLOSURE OF MECHANICAL EQUIPMENT

All mechanical equipment, plumbing lines, heating and cooling units, and storage tanks and ductwork (roof- or ground-mounted) shall be incorporated into the building envelope or roof in accordance with building code requirements.

LIGHTING AND SIGNAGE

A complete security and lighting plan shall be required including 2-foot candle (average) with min. 1-foot candle for all public/common areas.

All light fixtures shall be designed and located in a manner that does not allow spillover onto adjacent properties. Overly glaring and flashing lights are prohibited. 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. All signage shall be permitted per GMC Chapter 18.58.

CITY STORAGE

The city storage building shall be constructed of CMU blocks, built on a slab on grade foundation, and shall be provided with a steel door and LED motion detector lights on the inside. The storage building shall be designed to be compatible with the project, and shall be submitted to the Director of Community Development for review and approval.

5.10 CALGREEN STANDARDS

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

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6.0 DESIGN GUIDELINES

The following guidelines are specifically tailored to ensure the quality development envisioned for the 1450 ASP area.

6.1 ARCHITECTURE

DESIGN PRINCIPLES

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

Design Principle 1: Provide for long-term high-quality development

The 1450 ASP area is envisioned to continue redevelopment along Artesia Boulevard. Building materials and landscaping should be chosen for their ability to be maintained in a cost-effective manner at the same high quality as when they were originally constructed and installed. Planning and building design should consider longevity and adaptability to future conditions and trends.

Design Principle 2: Improve the aesthetic of the environment for both workers and residents of the City

The Project development shall be required to maintain landscape parkways in decorative parkways of Project areas including concealing storage yards, parking, and service areas to minimize visual impacts on the public.

Design Principle 3: Utilize landscaping to beautify Gardena's streets and sidewalks

Unifying streetscape elements along the public right-of-way should be considered including landscaping to foster the City's streetscape.

Design Principle 4: Incorporate architectural features which will allow for the property to maintain ongoing operations.

As described in Chapter 5, the 1450 ASP shall utilize building design to consider the visual and physical relationship to adjacent uses. Long, blank walls shall be broken up with vertical and horizontal façade articulation achieved. See above for required architectural standards.

ARCHITECTURAL STYLES AND SCALE

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

The 1450 ASP's regulation of the building envelope will contribute to a coherent building design and promote architectural unity in the Plan area.

ARCHITECTURAL FEATURES

Architectural features are encouraged to create visual interest. **Figure 13: Architectural Features** below depicts the Project including styles, scale, siding materials, color and features.



Figure 13: Architectural Features

SIDING MATERIALS

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

COLOR

Color schemes should be selected with a harmonious range of accent materials and align with the color and materials board as depicted in **Figure 14: Color and Material Board**.

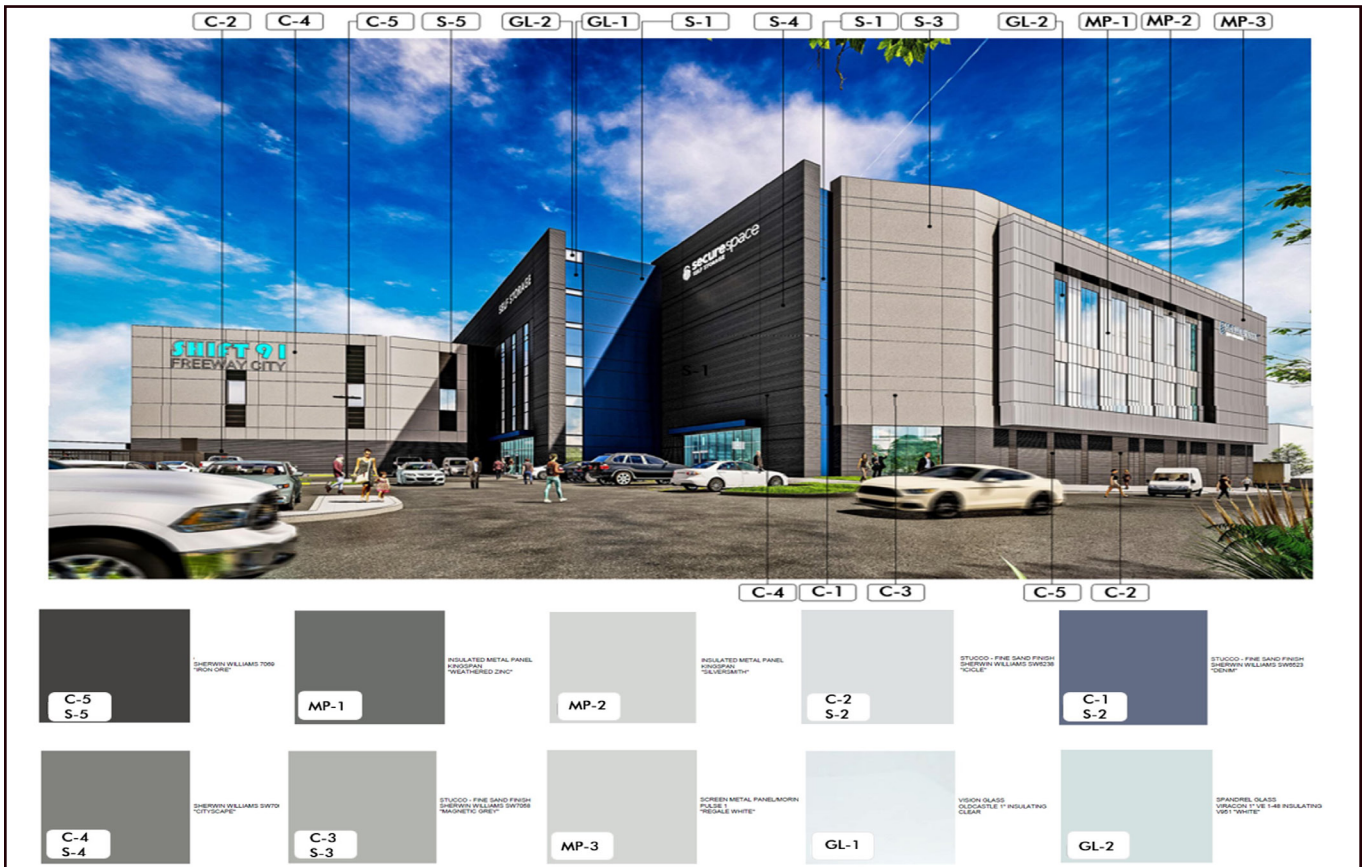


Figure 14: Color and Material Board

6.2 ARCHITECTURE LANDSCAPE AND STREETScape

Landscaping for any development within the 1450 ASP area must be substantially consistent with the landscape plan concepts set forth in Chapter 4, Section VIII of this Specific Plan.

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

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7.0 GENERAL PLAN CONSISTENCY

7.1 APPLICABLE GOALS AND POLICIES

RELATIONSHIP TO GENERAL PLAN

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

The 1450 ASP provides for the orderly and efficient development and revitalization of the Specific Plan area consistent with the City's General Plan. The 1450 ASP is a regulatory document prepared pursuant to the provisions of California Government Code sections 65450 through 65457, which grant local government agencies the authority to prepare specific plans for the systematic implementation of their general plan for all or part of the area covered by the general plan.

State law requires that any specific plan be consistent with the City's General Plan. As the current Plan area is designated as Specific Plan, the 1450 ASP is in conformance with the General Plan Land Use Map.

RELATIONSHIP TO ZONING ORDINANCE

GMC Title 18 is the Zoning Ordinance, which provides the regulatory tool to implement the land use goals, policies, and actions established by the General Plan. The Zoning Ordinance identifies specific zone in the City and prescribes development standards and regulations that apply to each zone.

The Gardena Zoning Map identifies this property as 1450 Artesia Specific Plan. Section 18.08.015 of the Gardena Municipal Code provides that the 1450 Artesia SP zone is intended for a mix of commercial and industrial uses and no development will occur until a specific plan is adopted.

This Specific Plan fulfills the requirements of this section and will be adopted by Ordinance to implement the zone.

Where the Zoning Ordinance's regulations, development standards, design guidelines, and/or administrative procedures are inconsistent with this Specific Plan, the Specific Plan regulations, standards, guidelines, and procedures shall supersede. However, any issue not specifically addressed in the 1450 ASP shall be subject to the standards and regulations of the Zoning Ordinance.

SPECIFIC PLAN POLICIES

The policies in this section were established specifically for the 1450 ASP and provide guidance for new development, protection of human health and the environment, and public improvements in the Plan area. These policies apply throughout the 1450 ASP area and supplement the General Plan policies outlined in the consistency analysis below. Development proposals must be consistent with the policies of both the General Plan and this 1450 ASP.

Policy 1: Appropriate Land Use Development. Accommodate the development of land uses that include redevelopment of an underutilized, blighted and environmentally impacted property with economically vibrant industrial and commercial uses while allowing for continued monitoring of remediated areas.

Policy 2: Quality Development. Achieve a long-term high-quality development by improving the aesthetic of the development for both workers and neighboring residents of the City with use of durable materials, pedestrian and streetscape amenities, attention to architectural detail, reduction of non-renewable resources, and limit pollutants and greenhouse gas emissions.

7.2 GENERAL PLAN CONSISTENCY ANALYSIS

The 1450 ASP is consistent with the following General Plan goals and policies:

COMMUNITY DEVELOPMENT ELEMENT - LAND USE PLAN

LU Goal 2: Develop and preserve high quality commercial centers and clean industrial uses that benefit the City's tax base, create jobs and provide a full range of services to the residents and businesses.

LU 2.1: Require ample landscaping and high-level maintenance in all new and existing commercial and industrial developments.

LU 2.2: Encourage the assembly of smaller commercial properties into larger centers and discourage the subdivision of larger commercial/industrial sites into smaller parcels.

Consistency: Consistent with LU Goal 2, the 1450 ASP's objective is to redevelop an underutilized, blighted and environmentally impacted property including nonconforming uses with economically vibrant clean industrial and commercial uses along a major development corridor within the City that will replace the former waste oil and industrial water uses that resulted in such impacts.

Consistency: Consistent with LU Policy 2.1, the 1450 ASP would require a landscaping plan for new or expanding buildings and structures in conformance with mitigation measures in place (i.e., environmental cap), which do not allow for sub-surface disturbance. Further, areas that are not

slated for parking or aisleways shall be landscaped and evenly distributed throughout the parking lot. Landscape along Artesia Boulevard would be well-designed and consistent with surrounding streets to emphasize the throughway adjacent to the site. Therefore, the 1450 ASP would be consistent with this policy.

Consistency: Consistent with LU Policy 2.2, the Project includes redevelopment with a mixed-use property comprised of a 268,000 gross-square-foot (GSF) building with associated surface parking, and landscaping and circulation improvements. The proposed development would contain a self-storage use (three levels above ground floor warehousing) totaling 186,000 GSF with 1,480 storage units, an industrial warehousing use (one level totaling 72,000 GSF plus ten loading docks), and an office/retail use (a mezzanine totaling 10,000 GSF). The Project would not include the subdivision of larger commercial/industrial sites into smaller parcels and instead, assembles industrial and residential properties into a larger center. Therefore, the 1450 ASP would be consistent with this policy.

LU Goal 3: Provide high quality, attractive and well-maintained commercial, industrial, and public environments that enhance the image and vitality of the City.

LU 3.1: Require adequate off-street parking, internal circulation and loading spaces for commercial developments.

LU 3.2: Encourage the upgrade and rehabilitation of existing commercial and industrial building facades and sites.

LU 3.4: Attract commercial and industrial uses that minimize adverse impacts on surrounding land uses and are economically beneficial to the City in terms of revenue generation and employment opportunities.

LU 3.5: Promote the development and preservation of attractive commercial and industrial development with ample landscape treatment, adequate parking and the full range of customer amenities.

LU 3.6: New commercial and industrial developments shall meet or exceed local and state requirements pertaining to noise, air, water, seismic, safety and any other applicable environmental regulations.

LU 3.7: Require the mitigation or remediation of potentially hazardous conditions in the City.

LU 3.8: Require all outdoor storage to be concealed from view from the public right of ways and adjoining land uses.

LU 3.9: Require loading and unloading of materials to be conducted completely on private property and out of sight from a public street.

LU 3.10: Ensure new development provides adequate improvements, dedications, and fees to the City to fully cover the cost of the City services and facilities.

Consistency: Consistent with LU Goal 3, the 1450 ASP's objective is to redevelop an underutilized, blighted and environmentally impacted property with economically vibrant industrial and commercial uses along a major development corridor at a key entrance intersection of the City.

The Project would be required to provide attractive landscaping, which would create an attractive and well-maintained commercial, industrial, and public environment that enhance the image and vitality of the City. Therefore, the 1450 ASP would be consistent with this goal.

Consistency: Consistent with LU Policy 3.1, the 1450 ASP provides off-street parking and loading design standards for the Specific Plan area that are consistent with the GMC and all applicable City requirements and standards. Therefore, the 1450 ASP would be consistent with this policy.

Consistency: Consistent with LU Policy 3.2, the 1450 ASP's objective is to redevelop an underutilized, blighted and environmentally impacted property with economically vibrant industrial and commercial uses along a major development corridor within the City. Therefore, the 1450 ASP would be consistent with this policy.

Consistency: Consistent with LU Policy 3.4, the Project would: redevelop an underutilized, blighted and environmentally impacted property with economically vibrant industrial and commercial uses along a major development corridor within the City; develop appropriate uses in an area with a legacy of contamination in a manner that protects human health and the environment and allows for continued monitoring of remediated areas; produce short-and long-term jobs during the Project's construction and operations phases; generate property and sales tax revenues for the City to enhance its services to the community and infrastructural improvements; and provide the City a substantial monetary public benefit to the City's General Fund. Therefore, the 1450 ASP would be consistent with this goal.

Consistency: As described above, consistent with LU Policy 3.5, the 1450 ASP's objective is to redevelop an underutilized, blighted and environmentally impacted property with economically vibrant industrial and commercial uses along a major development corridor within the City. The Project would be required to provide attractive landscaping, which would create an attractive and well-maintained commercial, industrial, and public environment that enhance the image and vitality of the City. Therefore, the 1450 ASP would be consistent with this policy.

Consistency: Consistent with LU Policy 3.6 and Policy 3.7, an Environmental Impact Report (EIR) has been prepared and certified in accordance with the provisions of the California Environmental Quality Act (CEQA) as defined by §15161 of the CEQA Guidelines to address the potential environmental effects of the 1450 ASP and greater area within the larger SP area surrounding the Project site, including impacts to noise, air, water, seismic safety, hazards and any other applicable environmental regulations. In conjunction with the EIR, the Project will implement mitigation measures to reduce potential impacts resulting from project implementation to a less-than-significant level [(SCH#2023060263)]. All mitigation measures identified in the EIR are incorporated in this Specific Plan by reference and are in Appendix A to this Specific Plan. Therefore, the 1450 ASP would be consistent with this policy.

Consistency: Consistent with LU Policy 3.8, the 1450 ASP requires outdoor storage and trash receptacles to conceal the views of materials and products from streets and nearby properties. All outdoor storage of facilities for fuel, raw materials, and products shall be concealed from view from adjacent property and public rights-of-way. No material or waste shall be deposited upon a subject lot in such form or manner that it may be transferred off the lot by natural causes or forces. All materials or wastes which might cause fumes or dust, or which constitute a fire hazard, or

which may be edible by or otherwise be attractive to rodents or insects shall be stored outdoors only in closed containers. Therefore, the 1450 ASP would be consistent with this policy.

Consistency: Consistent with LU Policy 3.9, the 1450 ASP requires all loading activity including turnaround and maneuvering to be made on-site and contained within designated areas, such as loading zone, loading space, or loading docks. Loading activities should not block designated drive aisles/driveways, passenger vehicle areas, pedestrian paths, and emergency vehicle access. Buildings, structures, and loading facilities shall be designed and placed on the site so that vehicles, whether rear loading or side loading, may be loaded or unloaded without extending beyond the property line. Drive aisles shall be sufficient in length so that no queuing of trucks or delivery vehicles will occur within the public right-of-way. Therefore, the 1450 ASP would be consistent with this policy.

Consistency: Consistent with LU Policy 3.10, all new developments within the City are subject to payment of development impact fees in place at time of submittal. The 1450 ASP and any development it facilitates would be required to pay any applicable fees to the City prior to building permit issuance. Therefore, the 1450 ASP would be consistent with this policy.

COMMUNITY DEVELOPMENT ELEMENT - ECONOMIC DEVELOPMENT PLAN

ED Goal 1: Promote a growing and diverse business community that provides jobs, goods and services for the local and regional market, and maintains a sound tax base for the City.

ED 1.4: Encourage high quality mixed-use development in underutilized commercial and industrial areas where it will improve the City's tax base and image.

ED 1.7: Encourage diversification of businesses to support the local economy and provide a stable revenue stream.

Consistency: Consistent with ED Goal 1, the 1450 ASP's objective is to redevelop an underutilized, blighted and environmentally impacted property with economically vibrant industrial and commercial uses along a major development corridor within the City. The 1450 ASP would facilitate the production of short-and long-term jobs during construction and operation phases. Additionally, the 1450 ASP would generate property and sales tax revenues for the City to enhance its services to the community and infrastructural improvements and would provide the City a substantial monetary public benefit to the City's General Fund. Therefore, the 1450 ASP would be consistent with this goal.

Consistency: Consistent with ED Policy 1.4, the 1450 ASP facilitates a transition of underutilized uses into a revitalized building for warehouse, distribution, office/retail and self-storage mixed-use building. Therefore, the 1450 ASP would be consistent with this policy.

Consistency: Consistent with ED Policy 1.5, the 1450 ASP is located at the corner of Artesia Boulevard and Normandie Boulevard and would facilitate redevelopment of an underutilized, blighted and environmentally impacted property with economically vibrant regional-serving industrial and commercial uses along this major development corridor within the City. Therefore, the 1450 ASP would be consistent with this policy.

Consistency: Consistent with ED Policy 1.7, the 1450 ASP's objective is to redevelop an underutilized, blighted and environmentally impacted property with economically vibrant industrial and

commercial uses along a major development corridor within the City. The Project includes redevelopment of mixed-use property comprised of a 268,000 GSF building with associated surface parking, and landscaping and circulation improvements. The proposed development would contain a diverse set of businesses to support the local economy and provide a stable revenue stream, including a self-storage use (four levels totaling 186,000 GSF with 1,480 storage units), an industrial warehousing, and distribution uses (one level totaling 72,000 GSF plus ten loading docks), and an office/retail use (a mezzanine totaling 10,000 GSF). Additionally, the City is proposing to host various medium-size special events on an approximately 36,000-SF portion (0.8 acre) of the proposed industrial use's parking area outside of operational working hours. Therefore, the 1450 ASP would be consistent with this policy.

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

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

Consistency: Consistent with ED Goal 3, the 1450 ASP facilitates a transition of environmentally impacted property, underutilized uses and blighted areas into a revitalized building for warehouse, distribution, office/retail and self-storage mixed-use building. Further, the Project will facilitate development of appropriate uses in an area with a legacy of contamination in a manner that protects human health and the environment. Therefore, the 1450 ASP would be consistent with this goal.

Consistent with ED policy 3.3, the 1450 ASP adopts a multidisciplinary, proactive approach, supporting the expanding business sector with newly constructed, high-quality storage solutions. Therefore, the 1450 ASP would be consistent with this policy.

COMMUNITY DEVELOPMENT ELEMENT - COMMUNITY DESIGN PLAN

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

DS 1.6: Require streetscape development standards for major corridors, including landscaping to reinforce Gardena's community image.

Consistency: Consistent with DS Goal 1, the Project will enhance the visual environment by replacing a light manufacturing parcel with current U-Haul and metal works facility, a vacant parcel with a Department of Toxic Substance Control (DTSC) cap for contaminated sumps, and four residential parcels behind the industrial properties adjacent to the Dominguez Channel with a new modern facility for business storage solutions industrial and distribution development project. The Project will incorporate high-quality design and landscaping consistent with the standards of the 1450 ASP to further enhance the visual environment. Therefore, the 1450 ASP would be consistent with this policy.

Consistent with DS Policy 1.6, the 1450 ASP contains streetscape design standards, including landscaping to foster the City's streetscape and honor landscape setbacks that would reinforce the City's image. Therefore, the 1450 ASP would be consistent with this policy.

DS Goal 4: Achieve high quality design for commercial uses.

Consistent with DS Goal 4, the 1450 ASP contains design principles that will ensure that development activity is integrated, sensitive to surrounding neighborhoods, provides positive imagery, and creates an inviting environment for residents and visitors. Therefore, the 1450 ASP would be consistent with this goal.

DS Goal 5: Improve the aesthetic quality of the industrial environment for both workers and residents of the City.

DS 5.1: Industrial projects should be designed to convey visual interest and a positive image.

DS 5.2: Encourage the design of industrial buildings to consider the visual and physical relationship to adjacent uses. An industrial structure, which dominates the surrounding environment by its relative size, shall be discouraged.

DS 5.3: Industrial projects shall be required to: incorporate landscape setbacks and buffers; aesthetically treat horizontal and vertical design elements on building and perimeter walls; and conceal storage yards, parking, and service areas to minimize visual impacts on the public.

DS 5.4: Long, blank walls should be broken up with vertical and horizontal façade articulation achieved through stamping, colors, materials, modulation and landscaping.

Consistency: Consistent with DS Goal 5, the 1450 ASP facilitates a transition of underutilized and unaesthetic uses into a revitalized, aesthetic mixed-use building for warehouse, office/retail and self-storage uses. The Project will create a modern facility for business storage solution along Artesia Boulevard, which will attract businesses to locate in the City. Further, the Project will redevelop an underutilized, blighted and environmentally impacted property with economically vibrant industrial and commercial uses along a major development corridor, which will help attract businesses to the City. The Project will also facilitate development of appropriate uses in an area with a legacy of contamination in a manner that protects human health and the environment. Therefore, the 1450 ASP would be consistent with this goal.

Consistency: Consistent with DS Policy 5.1, the Project would contain a self-storage use, an industrial warehousing use, and an office/retail use. The 1450 ASP contains development regulations and standards to which the proposed development would be required to adhere, as well as design guidelines, which would ensure the project would be designed to convey visual interest and a positive image. Therefore, the 1450 ASP would be consistent with this policy.

Consistency: Consistent with DS Policy 5.2, the 1450 ASP contains development regulations and standards and design guidelines that ensure that development activity is integrated, sensitive to surrounding neighborhoods, provides positive imagery, and creates an inviting environment for residents of and visitors to the City. Design Principle 2 states, "Improve the aesthetic of the industrial environment for both workers and residents of the City." This Design Principle encourages industrial projects to maintain landscape parkways in decorative parkways of industrial areas including concealing storage yards, parking, and service areas to minimize visual impacts on the public. Further, this Design Principle notes that an industrial structure which dominates the

surrounding environment by its relative size shall be discouraged. Therefore, the 1450 ASP would be consistent with this policy.

Consistency: Consistent with DS Policy 5.3, the 1450 ASP contains design guidelines that ensure that development activity is integrated, sensitive to surrounding neighborhoods, provides positive imagery, and creates an inviting environment for residents and visitors. Design Principle 3 states, "Utilize landscaping to beautify Gardena's streets and sidewalks." This Design Principle encourages unifying streetscape elements for major corridors, including landscaping, to foster the City's streetscape and honoring landscape setbacks. Therefore, the 1450 ASP would be consistent with this policy.

Consistency: Consistent with DS Policy 5.4, the 1450 ASP contains design guidelines that ensure that development activity is integrated, sensitive to surrounding neighborhoods, provides positive imagery, and creates an inviting environment for residents and visitors. Design Principle 4 states, "Incorporate architectural features which will allow for the property to maintain ongoing operations." This Design Principle encourages industrial building design to consider the visual and physical relationship to adjacent uses. Further, the Design Principle notes that long, blank walls should be broken up with vertical and horizontal façade articulation achieved through stamping, colors, materials, and modulation with fencing allowing for appropriate surrounding uses to continue with ongoing operations and safety. Therefore, the 1450 ASP would be consistent with this policy.

ENVIRONMENTAL JUSTICE ELEMENT

EJ Goal 1: Reduce greenhouse gas emissions, enhance air quality, and reduce impacts associated with climate change.

EJ 1.3: Require the mitigation or remediation of hazardous conditions in the City. (See also Policy LU 3.7)

Consistent with EJ Policy 1.3, 1450 ASP will continue to maintain DTSC oversight of long-term onsite remediation efforts and technologies in place (environmental cap) to ensure safety for public health and the environment. Further, the Project will facilitate development of appropriate uses in an area with a legacy of contamination in a manner that protects human health and the environment. Therefore, the 1450 ASP would be consistent with this goal.

EJ Goal 3: Promote access to healthy food and nutritional choices.

EJ 3.3: Encourage the establishment and operation of a farmer's markets, farm stands, mobile health food markets, and Community-Supported Agriculture programs.

Consistent with Goal 3 and Policy 3.3, City-sponsored special events will be permitted as part of permitted uses for the Plan area. A total of approximately 36,000-SF portion (0.8 acre) of the proposed industrial use's parking area will be used for special events approximately two to three times per month including food trucks farmer's markets, and food giveaways. This will further Policy 3.3 with a specific location to establish healthy food choices within the City.

COMMUNITY RESOURCES ELEMENT -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.

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

Consistent with CN Goal 2 and its supporting policies, the project conserves and protects groundwater supply and water resources through compliance with all applicable regulations, including the water conservation measures set forth by the Department of Water Resources. Additionally, due to the prior use of the site, an infiltration BMP is not considered feasible for the Project and will not be used since it has a high potential of transporting contamination to the groundwater. This will protect the groundwater below the Project site. Therefore, the 1450 ASP would be consistent with this goal.

Consistent with Policy 2.2, the Project must comply with all water conservation measures set forth by the California Department of Water Resources. Further, according to the Project's Preliminary Hydrology and Low Impact Development (LID) Report, all common landscape irrigation shall employ water conservation principals, including, but not limited to, provisions such as water sensors and programmable irrigation times for short cycles. Therefore, the 1450 ASP would be consistent with this policy.

Consistent with Policy 2.6, the Project must comply with all applicable regulations regarding the disposal of hazardous waste and waste oil during construction. Therefore, the 1450 ASP would be consistent with this policy.

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

CN 4.1: Encourage innovative building designs that conserve and minimize energy consumption.

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

Consistent with Goal 4 and Policy 4.1, the 1450 ASP facilitates warehouse, office/retail and self-storage mixed-use development meets high standards of environmental sustainability. Development within the Specific Plan area must be designed to achieve best practices for architectural design and land development that enhance the City's infrastructure, reduce consumption of non-renewable resources, and limit pollutants and greenhouse gas emissions. Therefore, the 1450 ASP would be consistent with this policy.

Consistent with Policy 4.2, projects within the 1450 ASP will conform to the most recent CALGreen sustainability standards in effect at the time of building plan submission. Therefore, the 1450 ASP would be consistent with this policy.

CN Goal 5: Protect the City's cultural resources.

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

Consistent with Goal 5 and its supporting policies, the project will incorporate mitigation measures to protect and preserve any cultural resources of the Gabrielino Native American Tribe, or any other Tribe, found or uncovered during construction. Therefore, the 1450 ASP would be consistent with this policy.

CONSERVATION PLAN COMMUNITY SAFETY ELEMENT - PUBLIC SAFETY PLAN

PS Goal 1: A community that is highly prepared and equipped to handle emergency situations in order to minimize loss of life, injury, property damage, and disruption of vital services.

PS 1.7: Ensure that law enforcement, crime prevention, and fire safety concerns are considered in the review of planning and development proposals in the City.

Consistent with Goal 1 and Policy 1.7, the City has considered law enforcement, crime prevention, and fire safety concerns in its review of the 1450 ASP. The Project will comply with all applicable Fire Code and fire safety regulations. Therefore, the 1450 ASP would be consistent with this policy.

PS Goal 2: A City that is adequately prepared for fire emergencies.

PS 2.2: Require that all buildings and facilities within Gardena comply with local, state, and federal regulatory standards such as the California Building and Fire Codes as well as other applicable fire safety standards.

Consistent with PS Goal 2 and Policy 2.2, all projects within the 1450 ASP are required to comply with the local, state, and federal regulatory standards such as the California Building and Fire Codes as a condition of building permit approval. Therefore, the 1450 ASP would be consistent with this policy.

PS Goal 3: Protect the community from dangers associated with geologic instability, seismic hazards and other natural hazards.

PS 3.1: Require compliance with seismic safety standards in the California Building Code, as adopted and amended.

PS 3.2: Require geotechnical studies for all new development projects in the City, including those located in an Alquist-Priolo Earthquake Fault Zone or areas subject to liquefaction.

Consistent with Policy 2.3, all projects within the 1450 ASP are required to comply with the seismic safety standards in the California Building Code. Therefore, the 1450 ASP would be consistent with this policy.

Consistent with Policy 2.4, a geotechnical study was prepared for the Specific Plan area and the Project is required to comply with all recommendations contained therein. Therefore, the 1450 ASP would be consistent with this policy.

COMMUNITY SAFETY ELEMENT - NOISE PLAN

N Goal 2: Incorporate noise considerations into land use planning decisions.

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

N 2.5: Require proposed projects to be reviewed for compatibility with nearby noise-sensitive land uses with the intent of reducing noise impacts.

Consistent with Goal 2, the City incorporated noise considerations into its review of the Specific Plan. Consistent with Policy 2.4 the EIR analyzed the Project's potential for generating noise impacts on the surrounding environment both during construction and operation; mitigation measures are included to mitigate noise impacts to the extent feasible. Consistent with Policy 2.5, the Project will conduct interior noise level studies and achieve interior noise level standards as required by the Building Code. Therefore, the 1450 ASP would be consistent with this policy.

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

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

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

Consistent with Policy 3.2, the Project complies with the City's noise ordinance. Consistent with Policy 3.3, the Project complies with the City's regulations regarding permitted construction hours. Therefore, the 1450 ASP would be consistent with this policy.

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8.0 IMPLEMENTATION

8.1 PHASING PLAN

The project proposed under the 1450 ASP is envisioned to be built in one phase. Phased occupancy of the Project is permitted if approved by the Building Official.

8.2 PLAN REVIEW PROCESS

Development in the 1450 ASP area will be implemented through City review of maps, plans, plot plans, building permits, and other permits that may be required by the City to ensure compliance with the approved Site Plan #5-21. Any modifications to the Site Plans, attached hereto as Appendix B, including new construction or modifications to approved buildings - whether built or not, shall be reviewed by the Community Development Director for conformance with the General Plan, this Specific Plan, the Zoning Ordinance (if not superseded by this Specific Plan), and all other applicable documents.

8.3 CEQA REVIEW

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

8.4 INFRASTRUCTURE IMPROVEMENTS/COORDINATION

The developer and/or property owner shall be responsible for making transportation and infrastructure utility improvements identified as part of the 1450 ASP. All improvements shall be to the specifications of the City Community Development Department, Public Works Department, or another applicable department.

8.5 FINANCING MEASURES

Implementation and financing of improvements of the 1450 ASP depend exclusively on private investment and development. The developer and/or property owner shall be responsible for financing the Project, including all improvements and mitigation measures.

8.6 ADMINISTRATION OF PLAN

FRAMEWORK

Approval of the 1450 ASP indicates acceptance by the Gardena City Council of a specific framework for the development of the Specific Plan area. That framework establishes specific standards and regulations, including permitted uses and development standards that constitute the zoning regulations for the Specific Plan area and regulate development within the Plan area.

REVIEW AUTHORITY

The Community Development Director and City Planning Commission shall administer the 1450 ASP in accordance with the GMC provisions, except to the extent superseded by the provisions of this Specific Plan.

INTERPRETATION

In case of uncertainty or ambiguity to the meaning or intent of any provision of this Specific Plan, the Community Development Director has the authority to interpret the intent of the provision in question. The Director may, at his/her discretion, refer interpretations to the Planning Commission for consideration and action. Such a referral shall be accompanied by a written analysis of issues related to the interpretation. All interpretations made by the Community Development Director may be appealed to the Planning Commission in accordance with the appeal procedures set forth in GMC Title 18. When used in this 1450 ASP, the words “shall” and “must” are always to be construed as mandatory. The word “should,” as used in the design guidelines section of this plan, is not to be construed as mandatory but rather, as strongly recommended.

The 1450 ASP is not intended to interfere with, abrogate, or annul any easement, covenant, or other agreement to which the City is a party.

Where the Zoning Ordinance’s regulations, development standards, design guidelines, and/or administrative procedures are inconsistent with this Specific Plan, the Specific Plan regulations, standards, guidelines, and procedures shall supersede and control. However, any issue not specifically addressed in the 1450 ASP shall be subject to the standards and regulations of the Zoning Ordinance.

SEVERABILITY

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

SUBSTANTIAL CONFORMANCE

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

SPECIFIC PLAN AMENDMENT

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

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

1. Any change in the permitted uses set forth in Chapter 5, Section I of this Specific Plan.
2. An increase in building height.
3. Any decrease in any ground floor side yard building setback.
4. A decrease in the amount of vehicular parking within the Specific Plan area by more than three spaces.
5. A substantial deviation, as determined by the Community Development Director, from the architecture approved in the Site Plan.

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

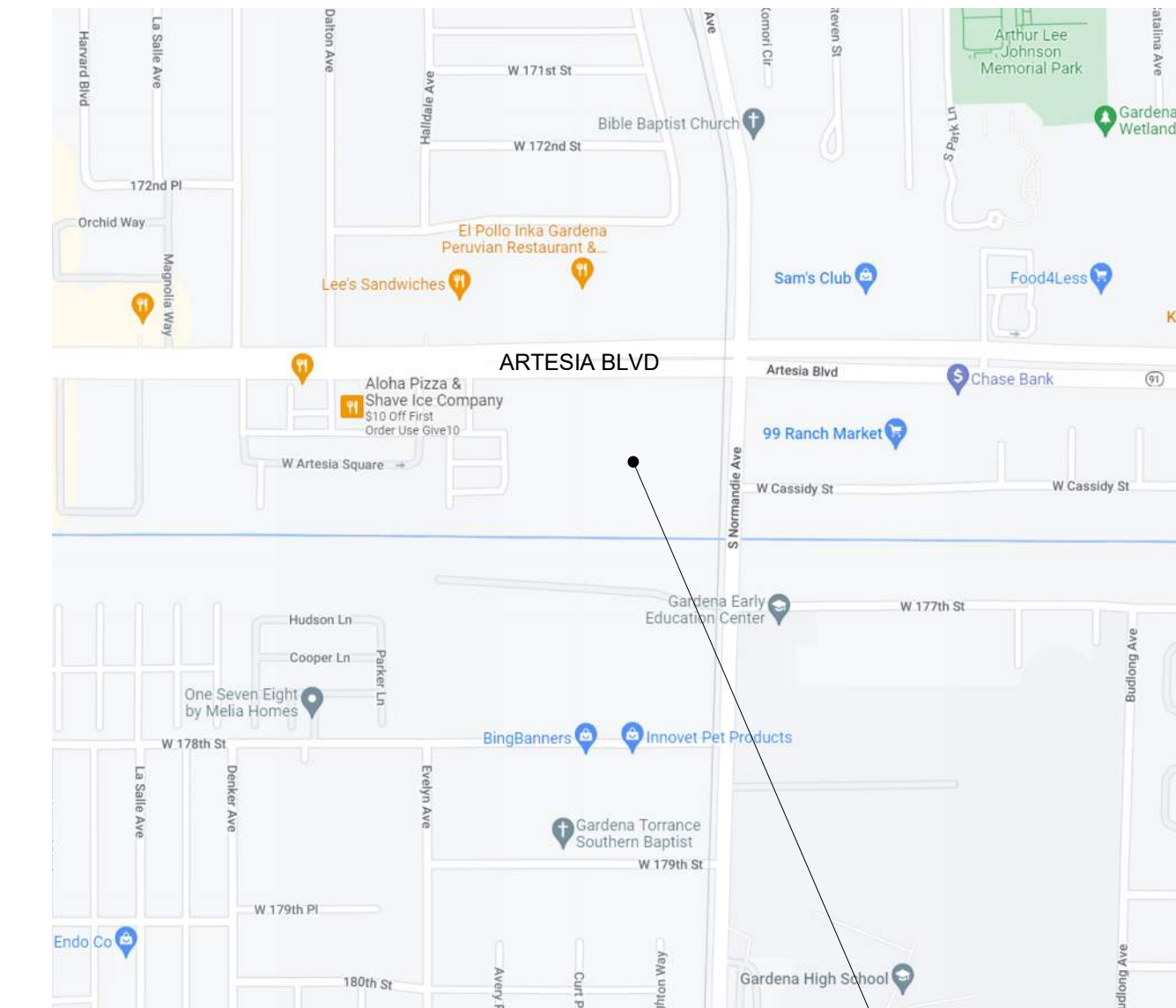
Any modifications to the Site Plan, including a change to materials or colors used, shall be subject to the review and approval of the Community Development Director who will determine whether the change is "significant" or "minor." If the Director determines that the change is significant, but still within the scope of the Specific Plan, the modification shall be approved by the Planning Commission, but no Specific Plan amendment shall be required.

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APPENDIX A: MITIGATION MONITORING AND REPORTING PROGRAM

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APPENDIX B: SITE PLAN



VICINITY MAP

PROJECT LOCATION

SHEET INDEX	
Sheet Number	Sheet Name
G101	COVER SHEET
G102	EXISTING SITE AND CONTEXT PHOTOS
1	ALTA SURVEY
2	ALTA SURVEY
3	ALTA SURVEY
4	TOPOGRAPHIC SURVEY
5	TOPOGRAPHIC SURVEY
6	TOPOGRAPHIC SURVEY
7	TOPOGRAPHIC SURVEY
C100	PRELIMINARY CIVIL SITE PLAN
C200	FIRE PLAN
C300	PRELIMINARY GRADING PLAN
L100	PRELIMINARY LANDSCAPE PLAN
L101	PRELIMINARY LANDSCAPE SCHEDULE
A101	PRELIMINARY SITE PLAN
A201	LEVEL 1 - OVERALL FLOOR PLAN
A202	LEVEL 2 - OVERALL FLOOR PLAN
A203	LEVEL 3 - OVERALL FLOOR PLAN
A204	LEVEL 4 - OVERALL FLOOR PLAN
A205	LEVEL 5 - OVERALL ROOF PLAN
A401	OVERALL BUILDING ELEVATIONS
A402	OVERALL BUILDING ELEVATIONS
A501	BUILDING SECTIONS
A901	MATERIAL BOARD
A902	PROJECT RENDERINGS

PROJECT SUMMARY		
PROJECT ADDRESS:	1450 WEST ARTESIA BOULEVARD	
PARCEL NUMBER(S):	6106-036-034, 6106-036-035 6106-036-036, 6106-036-037 6106-036-012, 6106-036-010	
SITE AREA:	6.53 ACRES (284,235 SF)	
PERVIOUS AREA:	78,076 SF	
IMPERVIOUS AREA:	206,159 SF	
TOTAL SITE AREA:	284,235 SF	
OVERLAY DISTRICTS:	ARTESIA CORRIDOR SPECIFIC PLAN	
ZONING:	EXISTING SPECIFIC PLAN	PROPOSED SPECIFIC PLAN
FAR:	--	.94
SETBACKS:		
FRONT:	10'	86'
SIDE:	10'	48', 336'-6"
REAR:	10'	48'
HEIGHT:	100'	75'
CONSTRUCTION TYPE:	TYPE II-B FULLY SPRINKLERED PER NFPA 13	
OCCUPANCY:	S-1/B INDUSTRIAL	
BUILDING FOOTPRINT	72,000 SF	
INDUSTRIAL (1 LEVEL)	72,000 SF	
OFFICE/RETAIL (MEZZANINE)	10,000 SF	
SELF STORAGE (3 LEVELS)	186,000 SF	
TOTAL GROSS BUILDING AREA:	268,000 SF	

PARKING INFORMATION	
EXISTING PARKING	-
PARKING PROVIDED:	
STANDARD SPACES:	103 SPACES
ACCESSIBLE:	7 SPACES
EV:	14 SPACES
TOTAL:	124 SPACES



This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed. Signage, materials, and other visualization tools are for illustrative purposes only and does not necessarily reflect municipal code compliance.

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NOT FOR CONSTRUCTION

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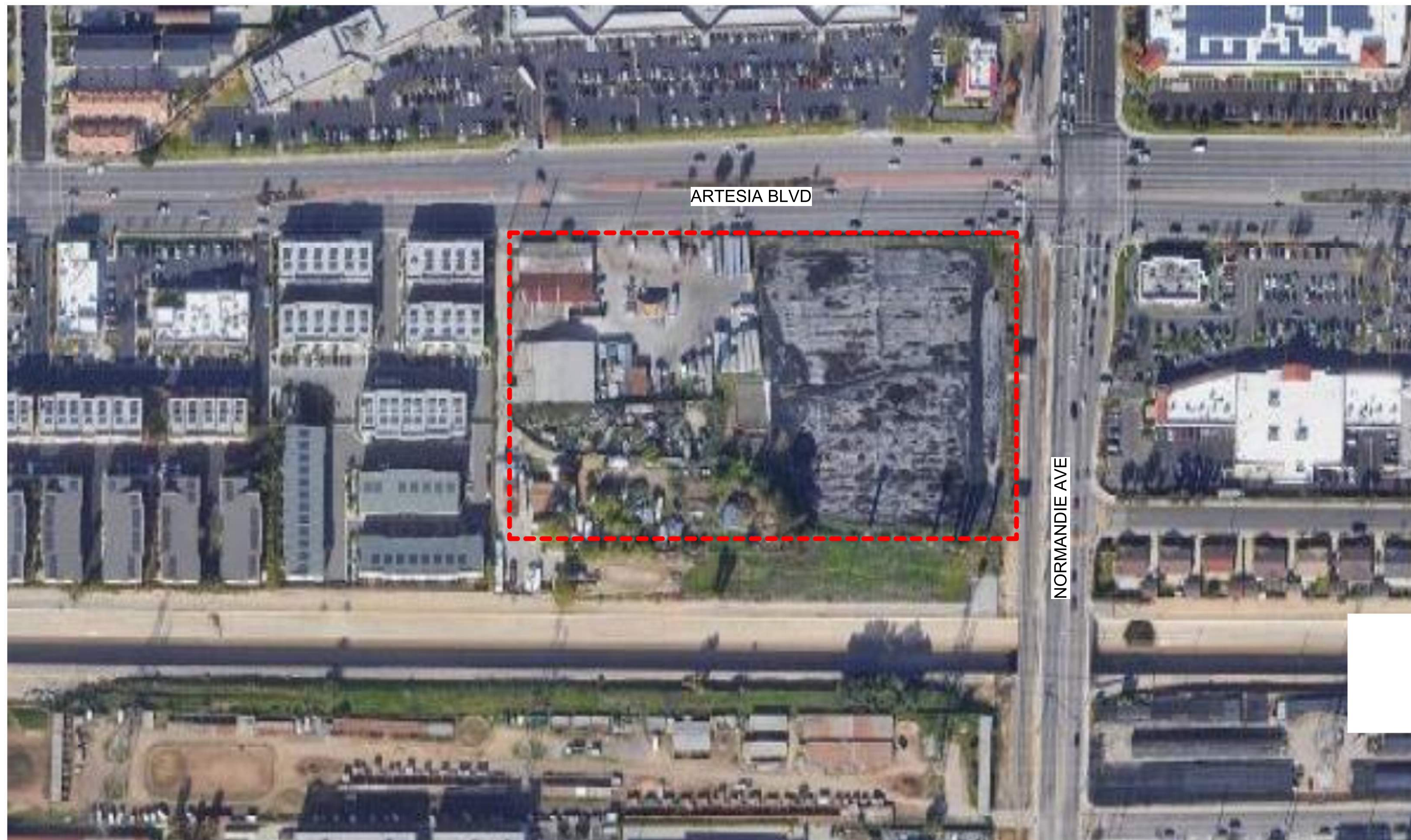
SECURE SPACE SELF STORAGE

1450 W ARTESIA BLVD, GARDENA, CA

Schematic Design

COVER SHEET

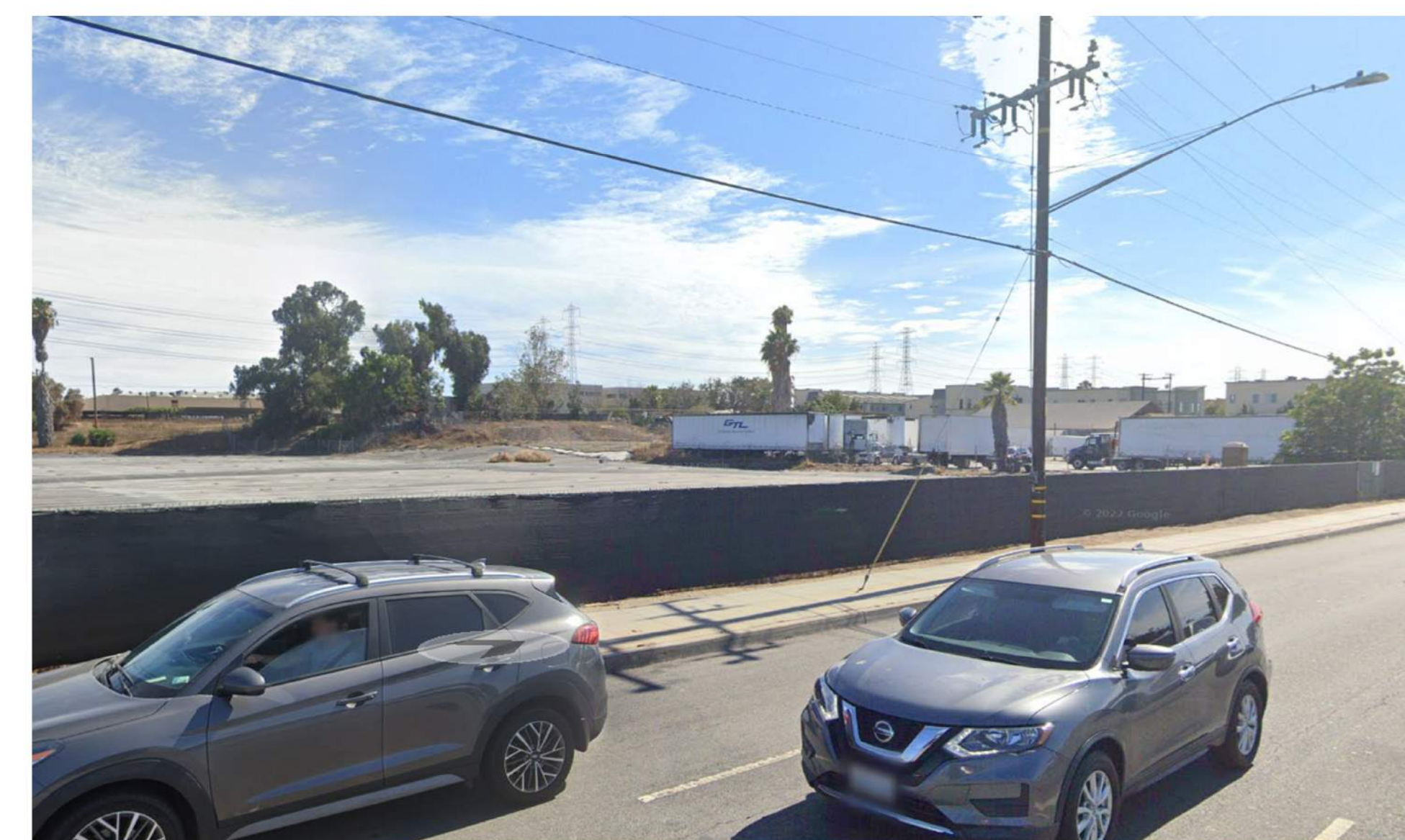
G101



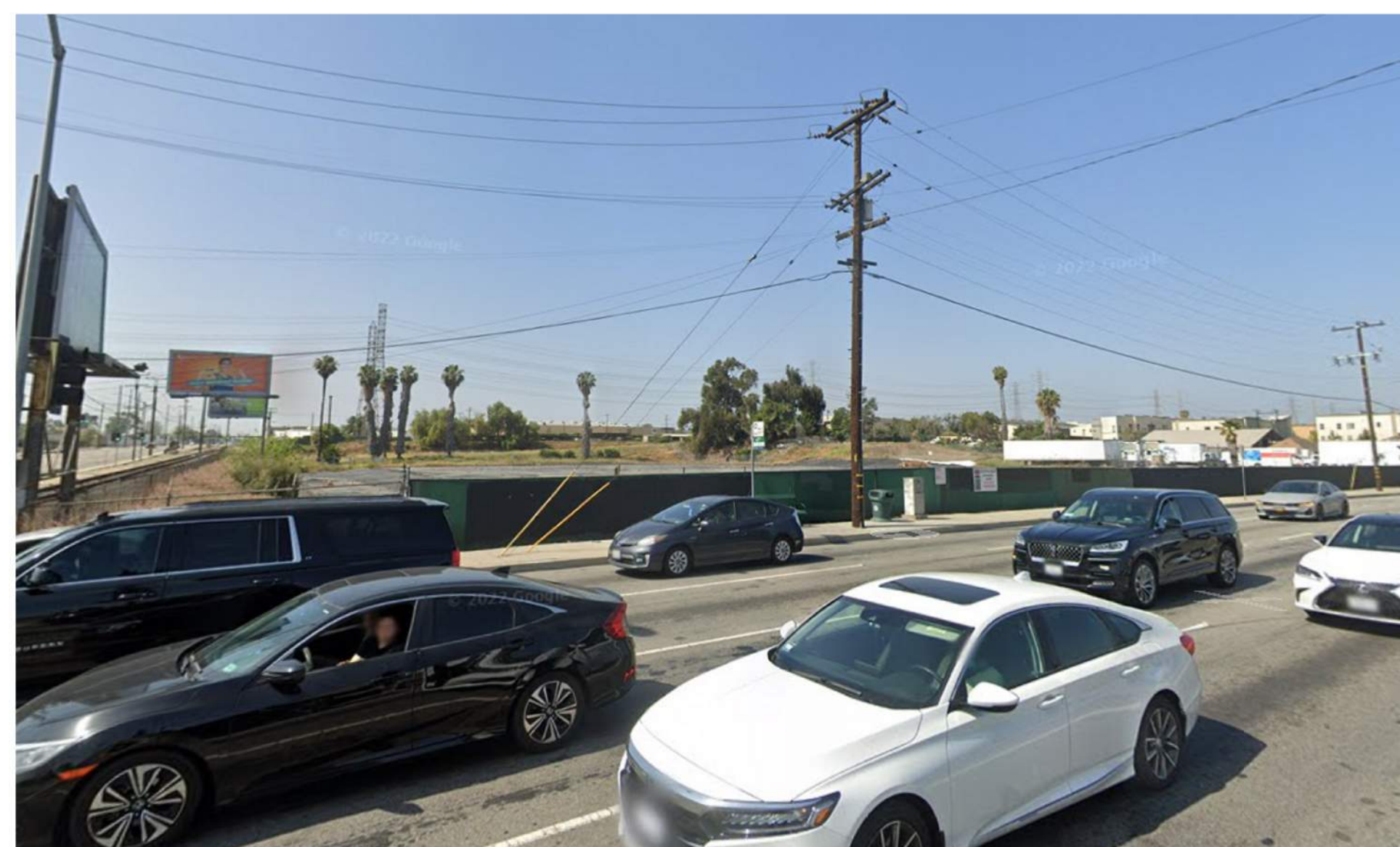
EXISTING SITE



EXISTING PHOTO 1



EXISTING PHOTO 2



EXISTING PHOTO 3



EXISTING PHOTO 4



EXISTING PHOTO 5



This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed. Signage, materials, and other visualization tools are for illustrative purposes only and does not necessarily reflect municipal code compliance.
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SECURE SPACE SELF STORAGE
1450 W ARTESIA BLVD, GARDENA, CA
 Schematic Design

EXISTING SITE AND CONTEXT PHOTOS

G102

A.L.T.A./N.S.P.S. LAND TITLE SURVEY

1440, 1450, 1452, 1462 W. ARTESIA BOULEVARD, GARDENA, CA 90248

VICINITY MAP



POSSIBLE ENCROACHMENT NOTES

- THIS IS A LISTING OF OBSERVED IMPROVEMENTS THAT CROSS PROPERTY LINES. STATEMENT OF OWNERSHIP OR POSSESSION IS NOT THE INTENT OF THIS LISTING.
- COLUMN CORNER OVERLAPS THE PROPERTY LINE AS SHOWN
 - FENCE OVERLAPS THE PROPERTY LINE AS SHOWN

ITEMS CORRESPONDING TO TABLE A ITEMS

- ITEM 14
THE NEAREST INTERSECTING STREET TO THE PROPERTY IS ARTESIA BOULEVARD AND NORMANDIE AVENUE AND IT IS ±107 FEET, AS SHOWN HEREON.
- ITEM 16
NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.
- ITEM 17
NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.

SURVEYOR'S NOTES

- THE UTILITIES SHOWN HEREON ARE BASED ON OBSERVED EVIDENCE ONLY. THIS SURVEY WOULD NOT SHOW UTILITIES COVERED BY CARS/TRUCKS OR RECENTLY PAVED ASPHALT/CONCRETE OR OVERGROWN BRUSH, TREES AND SHRUBS.
- UNLESS THIS PLAN HAS THE SEAL AND SIGNATURE OF THE SURVEYOR AND/OR ENGINEER RESPONSIBLE FOR ITS PREPARATION, THIS IS NOT AN AUTHENTIC COPY OF THE ORIGINAL SURVEY AND SHALL NOT BE DEEMED RELIABLE.
- () INDICATES RECORD DATA PER M.B. 1383/93-98

FLOOD NOTE: BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, PANEL NO. 06037C1935F, PANEL DATED 9/26/2008. THIS PROPERTY IS NOT LOCATED IN AN AREA WHERE FLOOD HAZARDS EXIST AS DETERMINED BY FEMA BY TELEPHONE CALL TO THE NATIONAL FLOOD INSURANCE PROGRAM (800-638-6620) WE HAVE LEARNED THIS COMMUNITY DOES CURRENTLY PARTICIPATE IN THE PROGRAM. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

SURVEYOR'S CERTIFICATE

TO 1450 ARTESIA ACQUISITION, LLC; AND COMMONWEALTH LAND TITLE COMPANY; CHICAGO TITLE INSURANCE COMPANY; AND OLD REPUBLIC.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 7(a), 7(b)(1), 7(c), 8, 9, 13, 14, 16, 17, 18, 19 AND 20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY 11, 2022.

DATE OF PLAT OR MAP: AUGUST 13, 2022

LEGAL DESCRIPTION PER TR NO. 09197075

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE WESTERLY 362.49 FEET OF THAT PORTION OF LOT 101 OF THE MCDONALD TRACT, IN THE CITY OF GARDENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 21 AND 22 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHERLY OF A LINE THAT IS PARALLEL WITH AND DISTANT 350.00 FEET NORTHERLY MEASURED AT RIGHT ANGLES 1 FROM THE NORTHERLY LINE OF THE SOUTHERLY 15.00 ACRES OF SAID LOT AND LYING EAST OF THE EAST LINE OF THE WEST 5.00 ACRES OF THE NORTHERLY 17.98 ACRES OF SAID LOT (AREAS COMPUTED TO THE CENTER LINE OF ADJOINING STREETS).

EXCEPT THAT PORTION OF SAID LAND LYING NORTHERLY OF A LINE THAT IS PARALLEL WITH AND DISTANT 55.00 FEET SOUTHERLY MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF 174TH STREET, 60 FEET WIDE, SHOWN ON THE MAP OF SAID TRACT AS AN UNNAMED STREET BETWEEN LOTS 100 AND 101.

ALSO EXCEPT THEREFROM ONE-HALF OF ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, RESERVED IN DEED EXECUTED BY DENYS G. GODDARD, A SINGLE MAN, RECORDED JUNE 19, 1947 IN BOOK 24676, PAGE 272, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER: 6106-036-035

SCHEDULE B ITEMS PER TR NO. 09197075

BASED UPON TITLE REPORT NO. 9197075-919-KCR-KRE, DATED JANUARY 26, 2022, 2021 AS PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY .

- A.- TAXES (NOT A SURVEY MATTER).
- B.- TAXES (NOT A SURVEY MATTER).
- C.- TAXES (NOT A SURVEY MATTER).
- D.- TAXES (NOT A SURVEY MATTER).
- 1.- WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT DISCLOSED BY THE PUBLIC RECORDS (NOT A SURVEY MATTER).
- 2. EASEMENT(S) FOR INGRESS AND EGRESS PURPOSES, AS INSTRUMENT RECORDED IN BOOK 24676, PAGE 272 OF OFFICIAL RECORDS (PLOTTED HEREON).
- 3. EASEMENT(S) FOR INGRESS AND EGRESS PURPOSES, AS INSTRUMENT RECORDED IN BOOK 26984, PAGE 281 OF OFFICIAL RECORDS (PLOTTED HEREON).
- 4.- AN ACTION COMMENCED MARCH 18, 1953 ENTITLED THE STATE OF CALIFORNIA VS VIRGIL C. COMPARETTO (NOT A SURVEY MATTER).
- 5. EASEMENT(S) FOR PUBLIC HIGHWAY SLOPES PURPOSES, DATED NOVEMBER 13, 1953, AS INSTRUMENT NO. 4423 IN BOOK 43161, PAGE 136 OF OFFICIAL RECORDS (PLOTTED HEREON).
- 6.- WAIVER OF ANY CLAIMS FOR DAMAGES TO SAID LAND BY REASON OF THE LOCATION, CONSTRUCTION, LANDSCAPING OR MAINTENANCE OF THE STREET OR HIGHWAY ADJOINING SAID LAND (NOT A SURVEY MATTER).
- 7.- INTENTIONALLY DELETED
- 8.- INTENTIONALLY DELETED
- 9.- INTENTIONALLY DELETED
- 10.- ANY INVALIDITY OR DEFECT IN THE TITLE OF THE VESTES IN THE EVENT THAT THE TRUST REFERRED TO HEREIN IS INVALID OR FAILS TO GRANT SUFFICIENT POWERS TO THE TRUSTEE(S) OR IN THE EVENT THERE IS A LACK OF COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE TRUST INSTRUMENT (NOT A SURVEY MATTER).
- 11.- TAX (NOT A SURVEY MATTER).
- 12.- AN ABSTRACT OF JUDGMENT (NOT A SURVEY MATTER).
- 13.- AN ABSTRACT OF JUDGMENT (NOT A SURVEY MATTER).
- 14.- TAX (NOT A SURVEY MATTER).
- 15.- AN ABSTRACT OF JUDGMENT (NOT A SURVEY MATTER).
- 16.- TAX (NOT A SURVEY MATTER).
- 17.- THE EFFECT OF A QUITCLAIM DEED (NOT A SURVEY MATTER).
- 18.- PLEASE BE ADVISED THAT OUR SEARCH DID NOT DISCLOSE ANY OPEN DEEDS OF TRUST OF RECORD, IF YOU SHOULD HAVE KNOWLEDGE OF ANY OUTSTANDING OBLIGATION, PLEASE CONTACT THE TITLE DEPARTMENT IMMEDIATELY FOR FURTHER REVIEW PRIOR TO CLOSING (NOT A SURVEY MATTER).
- 19.- THE COMMUNITY INTEREST OF THE SPOUSE OF THE VESTEE (NOT A SURVEY MATTER).
- 20.- THE COMMUNITY INTEREST OF THE SPOUSE OF THE VESTEE (NOT A SURVEY MATTER).
- 21.- ANY RIGHTS OF THE PARTIES IN POSSESSION OF A PORTION OF, OR ALL OF, SAID LAND, WHICH RIGHTS ARE NOT DISCLOSED BY THE PUBLIC RECORDS (NOT A SURVEY MATTER).
- 22.- DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER MATTERS WHICH A CORRECT SURVEY WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS (NOT A SURVEY MATTER).
- 23.- ANY EASEMENTS NOT DISCLOSED BY THE PUBLIC RECORDS AS TO MATTERS AFFECTING TITLE TO REAL PROPERTY, WHETHER OR NOT SAID EASEMENTS ARE VISIBLE AND APPARENT (NOT A SURVEY MATTER).
- 24.- MATTERS WHICH MAY BE DISCLOSED BY AN INSPECTION AND/OR BY A CORRECT ALTA/NSPS LAND TITLE SURVEY OF SAID LAND THAT IS SATISFACTORY TO THE COMPANY, AND/OR BY INQUIRY OF THE PARTIES IN POSSESSION THEREOF (NOT A SURVEY MATTER).
- 25.- MATTERS CONTAINED IN THAT CERTAIN DOCUMENT (NOT A SURVEY MATTER).
- 26.- A DEED OF TRUST (NOT A SURVEY MATTER).

LEGAL DESCRIPTION PER TR NO. 09197811

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHERLY 17.98 ACRES OF LOT 101 OF THE MCDONALD TRACT, IN THE CITY OF GARDENA, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15 PAGES 21 AND 22, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTH OF A LINE PARALLEL WITH AND DISTANT 250 FEET NORTH, MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF THE SOUTH 15 ACRES OF SAID LOT AND LYING EAST OF THE EAST LINE OF THE WEST 5 ACRES OF SAID NORTHERLY 17.98 ACRES, CONVEYED TO CLYDE M. CHURCH, BY DEED RECORDED IN BOOK 2147 PAGE 45 OF DEEDS.

EXCEPTING THEREFROM THAT PORTION LYING EAST OF A LINE PARALLEL WITH AND DISTANT 15 FEET WESTERLY, MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF THE 60 FOOT STRIP CONVEYED TO CALIFORNIA PACIFIC RAILWAY COMPANY, BY DEED RECORDED IN BOOK 1852 PAGE 182 OF DEEDS.

ALSO EXCEPT THEREFROM THE SOUTH 100 FEET OF THE WEST 400 FEET OF SAID LAND.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND, LYING NORTHERLY OF A LINE PARALLEL WITH AND DISTANT SOUTHERLY 55.00 FEET, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF 174TH STREET, 60 FEET WIDE, SHOWN ON MAP OF SAID TRACT AS AN UNNAMED STREET BETWEEN LOTS 100 AND 101; AND BOUNDED ON THE WEST BY THE EAST LINE OF THE WEST 5 ACRES OF SAID NORTHERLY 17.98 ACRES, CONVEYED TO CLYDE M. CHURCH, BY DEED RECORDED IN BOOK 2147 PAGE 45, OFFICIAL RECORDS, AND BOUNDED ON THE EAST BY A LINE PARALLEL WITH AND DISTANT WESTERLY 15.00 FEET, MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF THE 60 FOOT STRIP OF LAND CONVEYED TO CALIFORNIA PACIFIC RAILROAD COMPANY, BY DEED RECORDED IN BOOK 1852 PAGE 182 OF DEEDS, AS GRANTED TO THE STATE OF CALIFORNIA, BY DEED RECORDED NOVEMBER 13, 1953 IN BOOK 43161 PAGE 136, OFFICIAL RECORDS.

ALSO EXCEPT FROM THE REMAINDER OF SAID LAND THE WESTERLY 362.49 FEET.

ALSO EXCEPT THE INTEREST IN THE OIL, GAS, PETROLEUM AND HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND EXCEPTED IN THE FOLLOWING DEEDS:

DEED FROM DENYS G. GODDARD, SINGLE TO WENDELL P. HOPKINS AND GOLDA HOPKINS, HIS WIFE, AS JOINT TENANTS, RECORDED JUNE 9, 1947 IN BOOK 24676 PAGE 272, OFFICIAL RECORDS, WHICH EXCEPTS ONE-HALF; DEED FROM WENDELL P. HOPKINS AND GOLDA HOPKINS, HUSBAND AND WIFE, TO S AND L MANUFACTURING COMPANY, RECORDED APRIL 21, 1948 IN BOOK 26984 PAGE 281, OFFICIAL RECORDS, RECTING EXCEPTION OF ONE-HALF.

ASSESSOR'S PARCEL NUMBER : 6106-036-034

SCHEDULE B ITEMS PER TR NO. 09197811

BASED UPON TITLE REPORT NO. 09197811-919-EGI-EGL-4, DATED JANUARY 26, 2022 AS PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY.

- A.- TAXES (NOT A SURVEY MATTER).
- B.- TAXES (NOT A SURVEY MATTER).
- C.- TAXES (NOT A SURVEY MATTER).
- D.- TAXES (NOT A SURVEY MATTER).
- 1.- WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT DISCLOSED BY THE PUBLIC RECORDS (NOT A SURVEY MATTER).
- 2. EASEMENT(S) FOR PUBLIC HIGHWAY SLOPES, DATED NOVEMBER 13, 1953, AS INSTRUMENT RECORDS IN BOOK 43161, PAGE 136 OF OFFICIAL RECORDS (PLOTTED HEREON).
- 3.- A LIEN (NOT A SURVEY MATTER).
- 4.- ANY INVALIDITY OR DEFECT IN THE TITLE OF THE VESTES IN THE EVENT THAT THE TRUST REFERRED TO HEREIN IS INVALID OR FAILS TO GRANT SUFFICIENT POWERS TO THE TRUSTEE(S) OR IN THE EVENT THERE IS A LACK OF COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE TRUST INSTRUMENT (NOT A SURVEY MATTER).
- 5.- ANY RIGHTS OF THE PARTIES IN POSSESSION OF A PORTION OF, OR ALL OF, SAID LAND, WHICH RIGHTS ARE NOT DISCLOSED BY THE PUBLIC RECORDS (NOT A SURVEY MATTER).
- 6.- PLEASE BE ADVISED THAT OUR SEARCH DID NOT DISCLOSE ANY OPEN DEEDS OF TRUST OF RECORD, IF YOU SHOULD HAVE KNOWLEDGE OF ANY OUTSTANDING OBLIGATION, PLEASE CONTACT THE TITLE DEPARTMENT IMMEDIATELY FOR FURTHER REVIEW PRIOR TO CLOSING(NOT A SURVEY MATTER).
- 7.- TAX (NOT A SURVEY MATTER).
- 8.- TAX (NOT A SURVEY MATTER).
- 9.- TAX (NOT A SURVEY MATTER).
- 10. EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH 15 FEET OF THE EAST 100 FEET OF THE SOUTH 100 FEET OF THE WEST 400 FEET OF THAT PORTION OF THE NORTHERLY 17.98 ACRES OF LOT 101 OF THE MCDONALD TRACT, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 21 AND 22 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTH OF A LINE PARALLEL WITH AND DISTANT 250 FEET NORTH, MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF THE SOUTH 15 ACRES OF SAID LOT AND LYING EAST OF THE EAST LINE OF THE WEST 5 ACRES OF THE NORTHERLY 17.98 ACRES OF SAID LOT, CONVEYED TO CLYDE M. CHURCH, BY DEED RECORDED IN BOOK 2147, PAGE 45 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
- 11.- A DEED OF TRUST (NOT A SURVEY MATTER).

LEGAL DESCRIPTION PER TR NO. CCH12109327NT

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

PARCEL 1:

THE EAST 100 FEET OF THE SOUTH 100 FEET OF THE WEST 400 FEET OF THAT PORTION OF THE NORTH 17.98 ACRES OF LOT 101 OF THE MCDONALD TRACT IN THE COUNTY OF LOS ANGELES, AS PER MAP RECORDED IN BOOK 15, PAGES 21 AND 22 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING EASTERLY OF THE EASTERLY LINE OF THE WEST 5 ACRES OF SAID NORTH 17.98 ACRES, AND LYING NORTHERLY OF A LINE PARALLEL WITH AND DISTANT NORTHERLY 250 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF THE SOUTH 15 ACRES OF SAID LOT.

PARCEL 1A:

AN EASEMENT FOR INGRESS AND EGRESS TO BE USED IN COMMON WITH OTHERS OVER THAT PORTION OF THE LAND DESCRIBED IN DEED RECORDED IN BOOK 24676, PAGE 272 OF OFFICIAL RECORDS, INCLUDED WITHIN A STRIP OF SAID LAND, 15 FEET WIDE, THE WESTERLY LINE OF SAID 15 FOOT STRIP BEING THE EASTERLY LINE OF THE LAND DESCRIBED IN DEED RECORDED IN BOOK 2147, PAGE 45 OF DEEDS.

PARCEL 2:

THE SOUTH 100 FEET OF THE EAST 100 FEET OF THE WEST 200 FEET OF THAT PORTION OF THE NORTHERLY 17.98 ACRES OF LOT 101 OF THE MCDONALD TRACT, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 21 AND 22 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHERLY OF A LINE PARALLEL WITH AND DISTANT 250 FEET NORTH, MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF THE SOUTH 15 ACRES OF SAID LOT, CONVEYED TO CLYDE M. CHURCH, BY DEED RECORDED IN BOOK 2147, PAGE 45, OF DEEDS.

PARCEL 2A:

AN EASEMENT FOR INGRESS AND EGRESS TO BE USED IN COMMON WITH OTHERS, OVER THAT PORTION OF SAID LOT INCLUDED WITHIN A STRIP OF LAND 15 FEET WIDE, EXTENDING FROM THE NORTHERLY LINE OF SAID LOT TO THE NORTHERLY LINE OF SAID SOUTH 100 FEET OF THE WEST 400 FEET, THE WESTERLY LINE OF SAID 15 FOOT STRIP BEING THE EAST LINE OF SAID LAND CONVEYED BY DEED RECORDED IN BOOK 2147, PAGE 45, OF DEEDS.

PARCEL 2B:

AN EASEMENT FOR INGRESS AND EGRESS TO BE USED IN COMMON WITH OTHERS, OVER THE NORTHERLY 15 FEET OF THE SOUTH 100 FEET OF THE WEST 100 FEET OF THAT PORTION OF THE NORTHERLY 17.98 ACRES OF LOT 101 OF THE MCDONALD TRACT, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 21 AND 22 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTH OF A LINE PARALLEL WITH AND DISTANT 250 FEET NORTH, MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF THE SOUTH 15 ACRES OF SAID LOT AND LYING EAST OF THE EAST LINE OF THE WEST 5 ACRES OF THE NORTHERLY 17.98 ACRES OF SAID LOT, CONVEYED TO CLYDE M. CHURCH, BY DEED RECORDED IN BOOK 2147, PAGE 45 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ASSESSOR'S PARCEL NUMBERS: 6106-036-012, 6106-036-037

SCHEDULE B ITEMS PER TR NO. CCH12109327NT

BASED UPON TITLE REPORT NO. CCH12109327NT, DATED DECEMBER 20, 2021 AS PREPARED BY CHICAGO TITLE INSURANCE COMPANY .

- 1.- TAXES (NOT A SURVEY MATTER).
- 2.- TAXES (NOT A SURVEY MATTER).
- 3.- TAXES (NOT A SURVEY MATTER).
- 4.- ANY LIENS OR OTHER ASSESSMENTS, BONDS, OR SPECIAL DISTRICT LIENS (NOT A SURVEY MATTER).
- 5.- THE LIEN OF SUPPLEMENTAL OR ESCAPED ASSESSMENTS OF PROPERTY TAXES (NOT A SURVEY MATTER).
- 6.- WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT DISCLOSED BY THE PUBLIC RECORDS (NOT A SURVEY MATTER).
- 7.- EASEMENTS OR RIGHTS OF WAY FOR INGRESS AND EGRESS, PIPELINES, DRAINAGE AND/OR PUBLIC UTILITIES AND INCIDENTAL PURPOSES THERETO OVER, UNDER, ALONG AND ACROSS THE EASEMENT PARCEL(S) HEREIN DESCRIBED (NOT PLOTTABLE FROM RECORD).
- 8. EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES RECORDED JUNE 19, 1949 RECORDING NO. 1949-880, BOOK 24676, PAGE 272 OF OFFICIAL RECORDS (PLOTTED HEREON).
- 9.- EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES RECORDED SEPTEMBER 2, 1955 RECORDING NO. 1955-2275 OF OFFICIAL RECORDS (NOT PLOTTABLE FROM RECORD).
- 10. EASEMENT FOR INGRESS AND EGRESS RECORDED JUNE 20, 1969 RECORDING NO. 3232 AND 3233 OF OFFICIAL RECORDS (PLOTTED HEREON).
- 11.- A DEED OF TRUST (NOT A SURVEY MATTER).

LEGAL DESCRIPTION PER TR NO. 2676021739-48

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

PARCEL 1:

THE EAST 100 FEET OF THE WEST 300 FEET OF THE SOUTH 100 FEET OF THE NORTHERLY 17.98 ACRES OF LOT 101 OF THE MCDONALD TRACT, IN THE CITY OF GARDENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15 PAGES 21 AND 22 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHERLY OF A LINE PARALLEL WITH AND DISTANT 250 FEET MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF THE SOUTH 15 ACRES OF SAID LOT, AND LYING EAST OF THE EAST LINE OF THE WEST 5 ACRES OF THE NORTHERLY 17.98 ACRES OF SAID LOT, CONVEYED TO CLYDE M. CHURCH BY DEED RECORDED IN BOOK 2147 PAGE 45, OFFICIAL RECORDS.

PARCEL 2:

AN EASEMENT FOR INGRESS AND EGRESS TO BE USED IN COMMON WITH OTHERS, OVER THE WEST 15 FEET OF THAT PORTION OF THE NORTHERLY 17.98 ACRES OF LOT 101 OF THE MCDONALD TRACT, AS PER MAP RECORDED IN BOOK 15 PAGES 21 AND 22 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHERLY OF A LINE PARALLEL WITH AND DISTANT 250 FEET NORTH, MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF THE SOUTH 15 ACRES OF SAID LOT, AND LYING EAST OF THE EAST LINE OF THE WEST 5 ACRES OF SAID NORTHERLY 17.98 ACRES, CONVEYED TO CLYDE M. CHURCH BY DEED RECORDED IN BOOK 2147 PAGE 45, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THE EAST 100 FEET OF THE WEST 400 FEET OF SAID LAND.

PARCEL 3:

AN EASEMENT FOR INGRESS AND EGRESS TO BE USED IN COMMON WITH OTHERS, OVER THE NORTHERLY 15 FEET OF THE SOUTH 100 FEET OF THE WEST 200 FEET OF THAT PORTION OF THE NORTHERLY 17.98 ACRES OF LOT 101 OF THE MCDONALD TRACT, AS PER MAP RECORDED IN BOOK 15 PAGES 21 AND 22 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHERLY OF A LINE PARALLEL WITH AND DISTANT 250 FEET NORTH, MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF THE SOUTH 15, ACRES OF SAID LOT AND LYING EAST OF THE EAST LINE OF THE WEST 5 ACRES OF THE NORTHERLY 17.98 ACRES OF SAID LOT, CONVEYED TO CLYDE M. CHURCH BY DEED RECORDED IN BOOK 2147 PAGE 45, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:



AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH 15 FEET OF THE EAST 100 FEET OF THE SOUTH 100 FEET OF THE WEST 400 FEET OF THAT PORTION OF THE NORTHERLY 17.98 ACRES OF LOT 101 OF THE MCDONALD TRACT, AS PER MAP RECORDED IN BOOK 15 PAGES 21 AND 22 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING EASTERLY OF THE EASTERLY LINE OF THE WEST 5 ACRES OF SAID NORTH 17.98 ACRES, AND LYING NORTHERLY OF A LINE PARALLEL WITH AND DISTANT NORTHERLY 250 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF THE SOUTH 15 ACRES OF SAID LOT.

ASSESSOR'S PARCEL NUMBERS: 6106-036-036

SCHEDULE B ITEMS PER TR NO. 2676021739-48

BASED UPON TITLE REPORT NO. 2676021739-48, DATED NOVEMBER 12, 2021 AS PREPARED BY OLD REPUBLIC TITLE COMPANY .

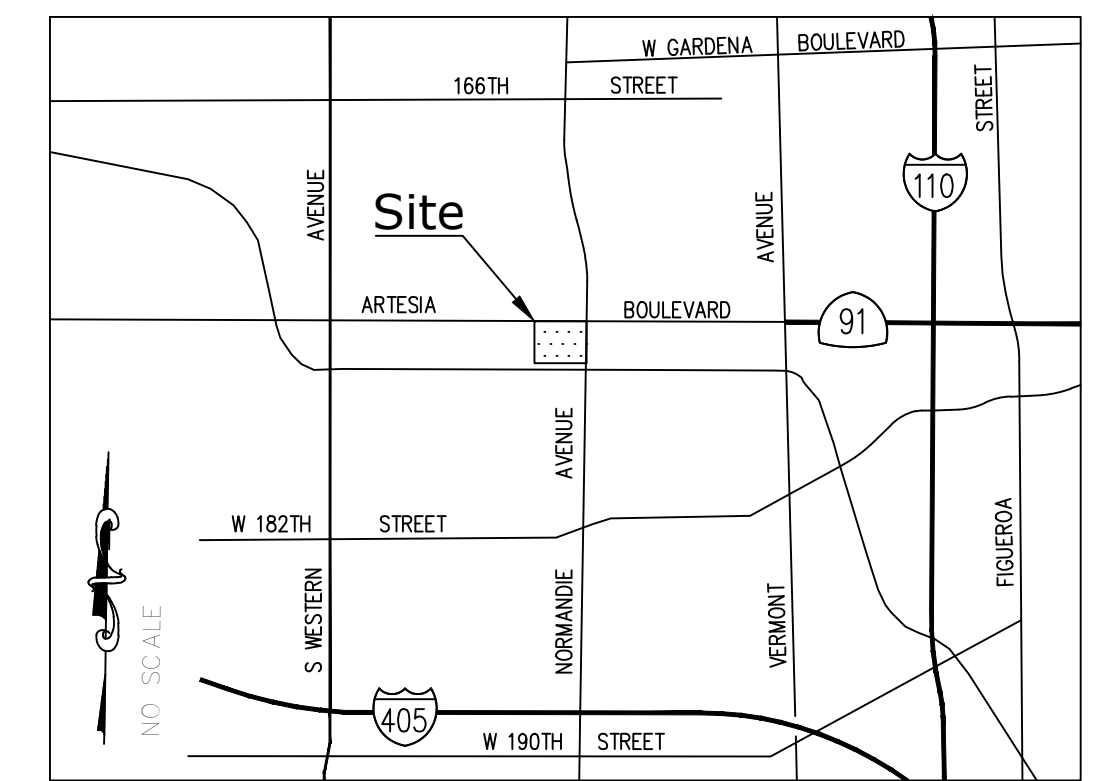
- 1.- TAXES (NOT A SURVEY MATTER).
- 2.- TAXES (NOT A SURVEY MATTER).
- 3. EASEMENT FOR INGRESS AND EGRESS RECORDED JUNE 19, 1947 IN BOOK 24676 PAGE 272 AS INSTRUMENT NO. 880 OF OFFICIAL RECORDS (PLOTTED HEREON).
- 4.- EASEMENT FOR INGRESS AND EGRESS RECORDED SEPTEMBER 2, 1955 INSTRUMENT 2275 OF OFFICIAL RECORDS (NOT PLOTTABLE FROM RECORD).
- 5. EASEMENT FOR INGRESS AND EGRESS RECORDED JUNE 20, 1969 INSTRUMENT NO. 3232 AND 3233 OF OFFICIAL RECORDS (PLOTTED HEREON).
- 6. EASEMENT FOR INGRESS AND EGRESS RECORDED JUNE 2, 1972 INSTRUMENT NO. 1241 OF OFFICIAL RECORDS (PLOTTED HEREON).
- 7.- CERTIFICATE OF LIEN (NOT A SURVEY MATTER).
- 8.- WE FIND NO OPEN DEEDS OF TRUST. A WRITTEN STATEMENT MUST BE PROVIDED BY THE CURRENT OWNER(S) ATTESTING TO WHETHER ANY OUTSTANDING DEEDS OF TRUST EXIST (NOT A SURVEY MATTER).
- 9.- WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS (NOT A SURVEY MATTER).
- 10.- ANY UNRECORDED AND SUBSISTING LEASES
- 11.- THE REQUIREMENT THAT THIS COMPANY BE PROVIDED WITH AN OPPORTUNITY TO INSPECT THE LAND (THE COMPANY RESERVES THE RIGHT TO MAKE ADDITIONAL EXCEPTIONS AND/OR REQUIREMENTS UPON COMPLETION OF ITS INSPECTION) (NOT A SURVEY MATTER).
- 12.- TERMS AND CONDITIONS CONTAINED IN THE NEWMAN FAMILY TRUST, DATED FEBRUARY 4, 2002, AS DISCLOSED BY INDIVIDUAL QUITCLAIM DEED, RECORDED APRIL 16, 2002 OF OFFICIAL RECORDS, AS INSTRUMENT NO. 02-0888848 (NOT A SURVEY MATTER).
- 13.- THE EFFECT OF INSTRUMENTS, PROCEEDINGS, LIENS, DECREES OR OTHER MATTERS WHICH DO NOT SPECIFICALLY DESCRIBE SAID LAND BUT WHICH, IF ANY DO EXIST, MAY AFFECT THE TITLE OR IMPOSE LIENS OR ENCUMBRANCES THEREON. THE NAME SEARCH NECESSARY TO ASCERTAIN THE EXISTENCE OF SUCH MATTERS HAS NOT BEEN COMPLETED AND, IN ORDER TO DO SO, WE REQUIRE A SIGNED CONFIDENTIAL STATEMENT OF INFORMATION FROM OR ON BEHALF OF MARION COLLIN NEWMAN AND KYONO SHITO NEWMAN (NOT A SURVEY MATTER).

REVISIONS				UTILITY STATEMENT		PREPARED FOR		BASIS OF BEARINGS		BENCHMARK		SITE INFORMATION		SURVEYOR OF RECORD	
NO.	DATE	REVISIONS	BY	BURIED UTILITIES AND/OR PIPELINES SHOWN HEREON ARE PER VISIBLE AND APPARENT SURFACE EVIDENCE, RECORD DRAWINGS OF THE CONSTRUCTED UTILITY LINES OBTAINED FROM RELIABLE AND RESPONSIBLE SOURCES NOT CONNECTED WITH CALVADA SURVEYING, INC. OR MARKINGS PROVIDED BY AN INDEPENDENT LOCATING CONTRACTOR. NO GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED, IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF SUCH INFORMATION. IF MORE ACCURATE LOCATIONS OF UNDERGROUND UTILITIES OR PIPE LINES ARE REQUIRED, THE UTILITY OR PIPELINE WILL HAVE TO BE VERIFIED BY FIELD POTHOLING. CALVADA SURVEYING, INC. AND THE SURVEYOR OF RECORD SHALL NOT BE HELD LIABLE FOR THE LOCATION OF OR THE FAILURE TO NOTE THE LOCATION OF NON-VISIBLE UTILITIES OR PIPELINES.		KIMLEY-HORN		THE BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CGS83, ZONE 5, (2017.50) IN ACCORDANCE TO THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819; SAID BEARINGS ARE DETERMINED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING CALIFORNIA SPATIAL REFERENCE NETWORK CONTINUOUS OPERATING REFERENCE STATIONS (C.O.R.S.):		ELEVATIONS SHOWN HEREON ARE BASED UPON CITY OF LOS ANGELES BENCHMARK NO. 21-02469, ELEVATION 24.50 FEET (NAVD 88).		SITE ADDRESS: 1440, 1450, 1452, 1462 W. ARTESIA BOULEVARD GARDENA, CA 90248 PROPERTY AREA: 6.525 AC. OR 284,235 SQ. FT. TOTAL GROUND FLOOR AREA OF BUILDINGS: 20,166 SQ. FT. NO STRIPPED PARKING STALLS ON SUBJECT PROPERTY ASSESSOR'S PARCEL NOS: 6106-036-012; 6106-036-034; 6106-036-035; 6106-036-036 & 6106-036-037		FIELD COMPLETION DATE: JULY 1, 2021.	
1	08/05/21	SUBMITTAL	RM/CE	 <p>Underground Service Alert Call: TOLL FREE 1-800-227-2600 TWO WORKING DAYS BEFORE YOU DIG</p>		<p>4637 CHABOT DRIVE, SUITE 300 PLEASANTON, CA 94588</p>		<p>C.S.R.C. TOPP: NORTHING = 1748960.84' EASTING = 6461221.83'</p> <p>C.S.R.C. TRAK: NORTHING = 1683396.23' EASTING = 6621521.02'</p> <p>THE COMBINATION FACTOR FOR THIS PROJECT WAS APPLIED AT THE FOLLOWING POINT: NORTHING = 1775631.60' EASTING = 6469389.65'</p> <p>MAPPING ANGLE = -07023.77" SCALE FACTOR = 0.99995678</p>		<p>DESCRIPTION: SPBM #51MP 21-02469 1984", 3.8FT E/O E CURB NORMANDIE AVE; 3.3FT S/O BOR S/O ARTESIA BLVD NE COR CB.</p>		 <p>411 Jenks Cir., Suite 205, Corona, CA 92880 Phone: 951-280-9960 Fax: 951-280-9746 Toll Free: 800-CALVADA www.calvada.com EST. 1989 JOB NO. 21424</p>			
2	02/17/22	NEW TITLE REPORTS	HP												
3	08/13/22	COMMENTS	RG												

A.L.T.A./N.S.P.S. LAND TITLE SURVEY

11440, 1450, 1452, 1462 W. ARTESIA BOULEVARD, GARDENA, CA 90248

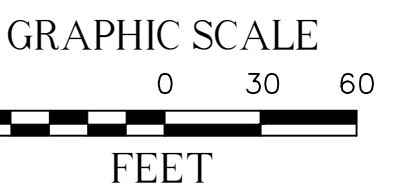
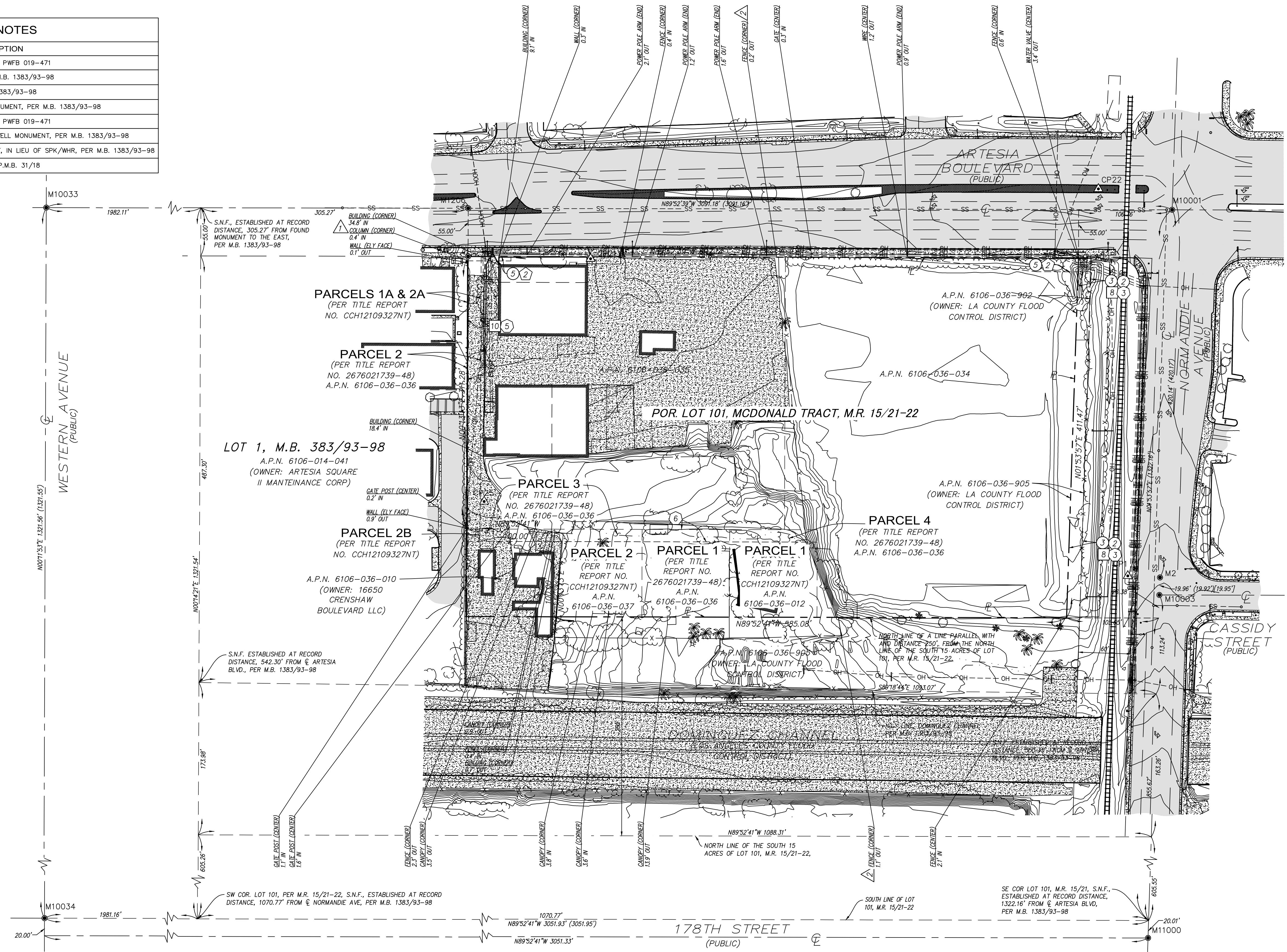
VICINITY MAP



MONUMENT NOTES	
MON.#	DESCRIPTION
M2	FD PK NAIL & WASHER STAMPED "LS 5411", PER PWF 019-471
M1206	FD SPIKE & WASHER STAMPED "LS 8639", PER M.B. 1383/93-98
M1277	FD NAIL & TAG STAMPED "LS 8639", PER M.B. 1383/93-98
M10001	FD HEX BOLT W/PUNCHED, DN. 1.0" IN WELL MONUMENT, PER M.B. 1383/93-98
M10003	FD PK NAIL & WASHER STAMPED "LS 5411", PER PWF 019-471
M10033	FD 3 1/2" PUNCHED BRASS DISK, DN. 1.25" IN WELL MONUMENT, PER M.B. 1383/93-98
M10034	FD 2" BRASS DISK, DN. 1.25" IN WELL MONUMENT, IN LIEU OF SPK/WHR, PER M.B. 1383/93-98
M11000	FD CONCRETE NAIL, PER PARCEL MAP NO. 467, P.M.B. 31/18

LEGEND

- ASPHALT PAVEMENT
- BUILDING HEIGHT TAKEN AT THIS LOCATION
- CONCRETE PAVEMENT
- CONTROL POINT
- DECORATIVE BRICK
- FIRE HYDRANT
- FLOW DIRECTION
- FOUND MONUMENT AS NOTED
- GAS VALVE
- GATE
- GUARD POST
- GUY WIRE
- LIGHT STANDARD
- LIGHT STANDARD
- PALM TREE
- POWER POLE
- POWER POLE W/TRANSFORMER
- SEWER MANHOLE
- SIGN
- STARS SHOWING DOWNWARD DIRECTION
- STREET LIGHT
- TRAFFIC LIGHT
- TREE (TYPICAL)
- UTILITY POLE
- WATER FAUCET
- WATER VALVE
- ASSESSOR'S PARCEL NUMBER
- CABLE T.V. VAULT
- CATCH BASIN
- CENTERLINE
- DIAMETER OF EXISTING TREE
- DRAIN INLET
- ELECTRIC CABINET
- ELECTRIC METER
- ELECTRIC PANEL
- ELECTRIC PULL BOX
- ELECTRIC VAULT
- FINISH SURFACE
- FLOW LINE
- HANDICAP RAMP
- NATURAL GROUND
- PROPERTY LINE
- RIGHT OF WAY
- TELCO PULL BOX
- TELCO VAULT
- TOP OF CURB
- TOP OF STRUCTURE
- TOP OF WALL
- TRANSFORMER
- WATER METER
- BLOCK WALL
- CANOPY
- CENTERLINE
- CHAIN LINK FENCE
- CONCRETE/RETAINING WALL
- EASEMENT LINE
- ELECTRIC LINE
- EDGE OF PAVEMENT
- FLOW LINE
- INTERIOR LOT LINE
- INTERIOR LOT LINE
- OVERHEAD LINE
- PROPERTY LINE
- RIGHT-OF-WAY
- SANITARY SEWER LINE
- WATER LINE
- WOOD FENCE
- WROUGHT IRON FENCE



CONTROL POINTS				
CP#	NORTHING	EASTING	ELEVATION	DESCRIPTION
CP1	1775839.43'	6470860.46'	25.87'	SET 60DN
CP21	1776201.69'	6470246.99'	22.08'	SET MN/SH
CP22	1776281.46'	6470826.81'	25.33'	SET S/X
CP25	1775924.38'	6470125.45'	25.33'	SET MAGN

REVISIONS			
NO.	DATE	REVISIONS	BY
1	08/05/21	SUBMITTAL	RM/CE
2	02/17/22	NEW TITLE REPORTS	HP
3	08/13/22	COMMENTS	RG

UTILITY STATEMENT
 BURIED UTILITIES AND/OR PIPELINES SHOWN HEREON ARE PER VISIBLE AND APPARENT SURFACE EVIDENCE. RECORD DRAWINGS OF THE CONSTRUCTED UTILITY LINES OBTAINED FROM RELIABLE AND RESPONSIBLE SOURCES NOT CONNECTED WITH CALVADA SURVEYING, INC. OR MARKINGS PROVIDED BY AN INDEPENDENT LOCATING CONTRACTOR. NO GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED, IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF SUCH INFORMATION. IF MORE ACCURATE LOCATIONS OF UNDERGROUND UTILITIES OR PIPE LINES ARE REQUIRED, THE UTILITY OR PIPELINE WILL HAVE TO BE VERIFIED BY FIELD POT-HOLING. CALVADA SURVEYING, INC. AND THE SURVEYOR OF RECORD SHALL NOT BE HELD LIABLE FOR THE LOCATION OF OR THE FAILURE TO NOTE THE LOCATION OF NON-VISIBLE UTILITIES OR PIPELINES.



PREPARED FOR
 KIMLEY-HORN
 4637 CHABOT DRIVE, SUITE 300
 PLEASANTON, CA 94588

BASIS OF BEARINGS
 THE BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CGS83, ZONE 5, (2017.50) IN ACCORDANCE TO THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819; SAID BEARINGS ARE DETERMINED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING CALIFORNIA SPATIAL REFERENCE NETWORK CONTINUOUS OPERATING REFERENCE STATIONS (C.O.R.S.):
 C.S.R.C. TOP: NORTHING = 1748960.84' EASTING = 6461221.83'
 C.S.R.C. TRAK: NORTHING = 1683396.23' EASTING = 6621521.02'
 THE COMBINATION FACTOR FOR THIS PROJECT WAS APPLIED AT THE FOLLOWING POINT:
 NORTHING = 1775631.60' EASTING = 6469389.65'
 MAPPING ANGLE = -01023.77" SCALE FACTOR = 0.99995678

BENCHMARK
 ELEVATIONS SHOWN HEREON ARE BASED UPON CITY OF LOS ANGELES BENCHMARK NO. 21-02469, ELEVATION 24.50 FEET (NAVD 88).
 DESCRIPTION: SFBM #STAMP 21-02469 1984*. 3.8FT E/O E CURB NORMANDIE AVE; 3.3FT S/O BCR S/O ARTESIA BLVD NE COR CB.

SITE INFORMATION
 SITE ADDRESS: 1440, 1450, 1452, 1462 W. ARTESIA BOULEVARD GARDENA, CA 90248
 PROPERTY AREA: 6.525 AC. OR 284,235 SQ. FT.
 TOTAL GROUND FLOOR AREA OF BUILDINGS: 20,166 SQ. FT.
 NO STRIPED PARKING STALLS ON SUBJECT PROPERTY
 ASSESSOR'S PARCEL NOS.: 6106-036-012; 6106-036-034; 6106-036-035; 6106-036-036 & 6106-036-037

SURVEYOR OF RECORD
 FIELD COMPLETION DATE: JULY 1, 2021.

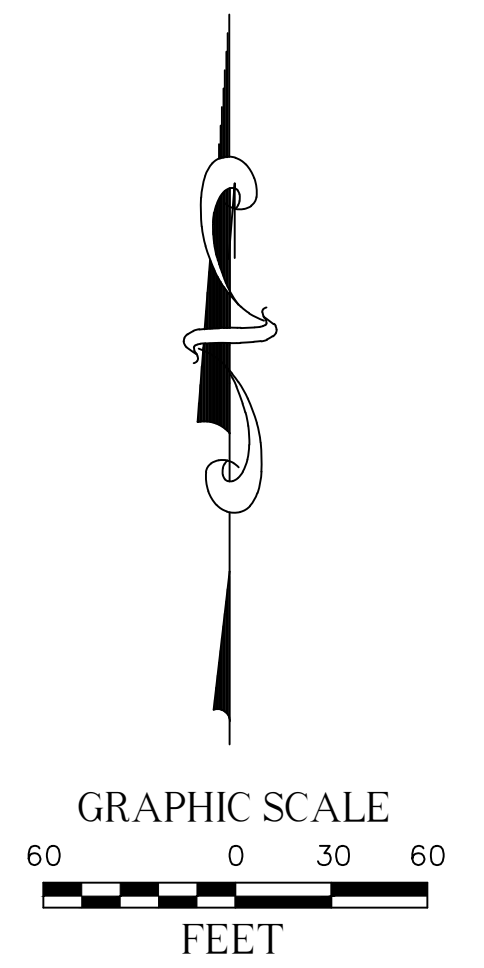
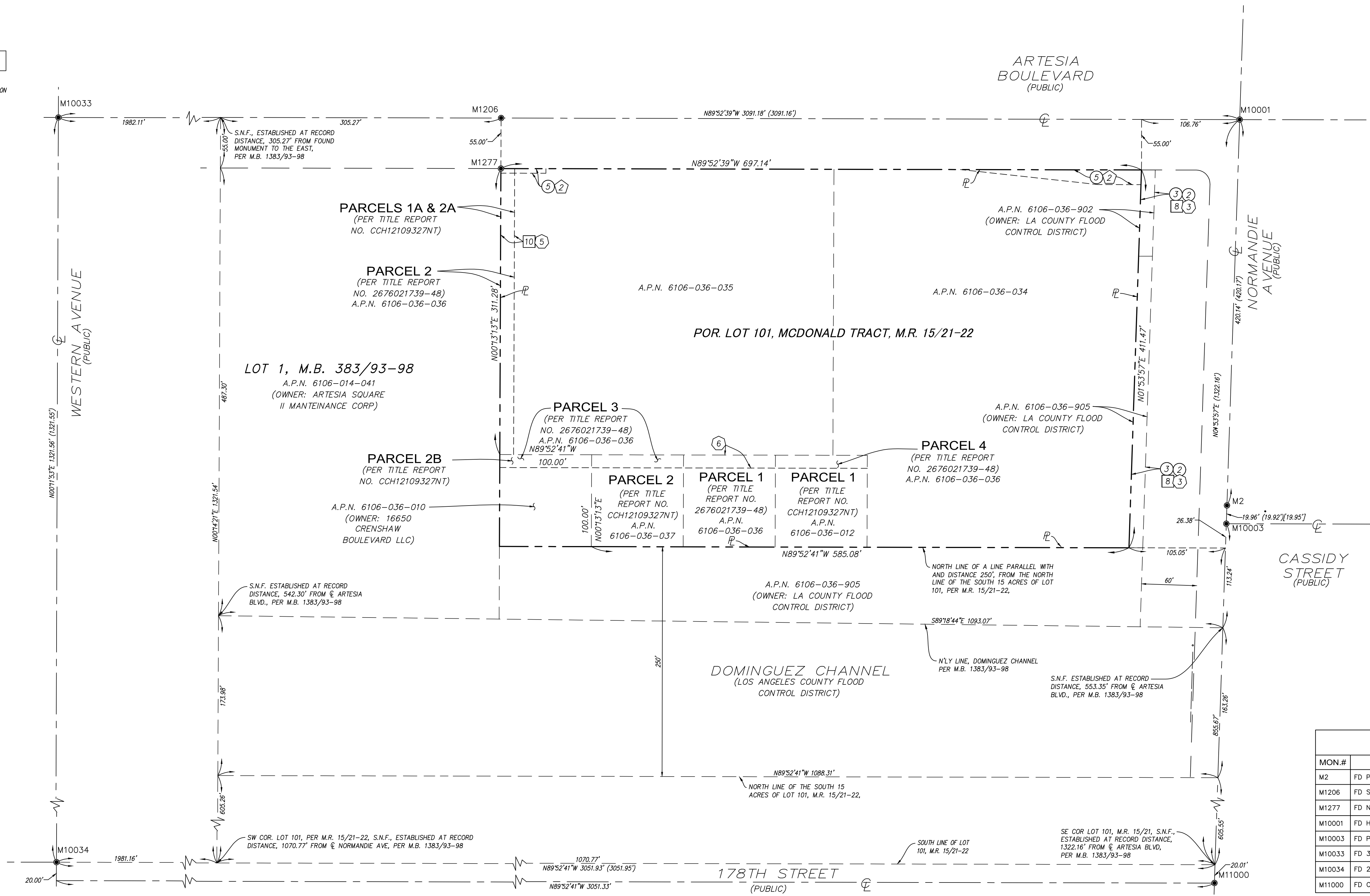
CAL VADA SURVEYING, INC.
 411 Jenks Cir., Suite 205, Corona, CA 92880
 Phone: 951-280-9960 Fax: 951-280-9746
 Toll Free: 800-CALVADA www.calvada.com
 EST. 1989 JOB NO. 21424

A.L.T.A./N.S.P.S. LAND TITLE SURVEY

11440, 1450, 1452, 1462 W. ARTESIA BOULEVARD, GARDENA, CA 90248

LEGEND

	ASPHALT PAVEMENT
	BUILDING HEIGHT TAKEN AT THIS LOCATION
	CONCRETE PAVEMENT
	CONTROL POINT
	DECORATIVE BRICK
	FIRE HYDRANT
	FLOW DIRECTION
	FOUND MONUMENT AS NOTED
	GAS VALVE
	GATE
	GUARD POST
	GUY WIRE
	LIGHT STANDARD
	LIGHT STANDARD
	PALM TREE
	POWER POLE
	POWER POLE W/TRANSFORMER
	SEWER MANHOLE
	SIGN
	STARS SHOWING DOWNWARD DIRECTION
	STREET LIGHT
	TRAFFIC LIGHT
	TREE (TYPICAL)
	UTILITY POLE
	WATER FAUCET
	WATER VALVE
	ASSESSOR'S PARCEL NUMBER
	CABLE T.V. VAULT
	CATCH BASIN
	CENTERLINE
	DIAMETER OF EXISTING TREE
	DRAIN INLET
	ELECTRIC CABINET
	ELECTRIC METER
	ELECTRIC PANEL
	ELECTRIC PULL BOX
	ELECTRIC VAULT
	FINISH SURFACE
	FLOW LINE
	HANDICAP RAMP
	NATURAL GROUND
	PROPERTY LINE
	RIGHT OF WAY
	TELCO PULL BOX
	TELCO VAULT
	TOP OF CURB
	TOP OF STRUCTURE
	TOP OF WALL
	TRANSFORMER
	WATER METER
	BLOCK WALL
	CANOPY
	CENTERLINE
	CHAIN LINK FENCE
	CONCRETE/RETAINING WALL
	EASEMENT LINE
	ELECTRIC LINE
	EDGE OF PAVEMENT
	FLOW LINE
	INTERIOR LOT LINE
	INTERIOR LOT LINE
	OVERHEAD LINE
	OH
	PROPERTY LINE
	RIGHT-OF-WAY
	SANITARY SEWER LINE
	WATER LINE
	WOOD FENCE
	WROUGHT IRON FENCE



MONUMENT NOTES	
MON.#	DESCRIPTION
M2	FD PK NAIL & WASHER STAMPED "LS 5411", PER PWFB 019-471
M1206	FD SPIKE & WASHER STAMPED "LS 8639", PER M.B. 1383/93-98
M1277	FD NAIL & TAG STAMPED "LS 8639", PER M.B. 1383/93-98
M10001	FD HEX BOLT W/PUNCHED, DN. 1.0" IN WELL MONUMENT, PER M.B. 1383/93-98
M10003	FD PK NAIL & WASHER STAMPED "LS 5411", PER PWFB 019-471
M10033	FD 3 1/2" PUNCHED BRASS DISK, DN. 1.25" IN WELL MONUMENT, PER M.B. 1383/93-98
M10034	FD 2" BRASS DISK, DN. 1.25" IN WELL MONUMENT, IN LIEU OF SPK/WHR, PER M.B. 1383/93-98
M11000	FD CONCRETE NAIL, PER PARCEL MAP NO. 467, P.M.B. 31/18

REVISIONS			
NO.	DATE	REVISIONS	BY
1	08/05/21	SUBMITTAL	RM/CE
2	02/17/22	NEW TITLE REPORTS	HP
3	08/13/22	COMMENTS	RG

UTILITY STATEMENT
 BURIED UTILITIES AND/OR PIPELINES SHOWN HEREON ARE PER VISIBLE AND APPARENT SURFACE EVIDENCE, RECORD DRAWINGS OF THE CONSTRUCTED UTILITY LINES OBTAINED FROM RELIABLE AND RESPONSIBLE SOURCES NOT CONNECTED WITH CALVADA SURVEYING, INC. OR MARKINGS PROVIDED BY AN INDEPENDENT LOCATING CONTRACTOR. NO GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED, IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF SUCH INFORMATION. IF MORE ACCURATE LOCATIONS OF UNDERGROUND UTILITIES OR PIPE LINES ARE REQUIRED, THE UTILITY OR PIPELINE WILL HAVE TO BE VERIFIED BY FIELD POT-HOLING. CALVADA SURVEYING, INC. AND THE SURVEYOR OF RECORD SHALL NOT BE HELD LIABLE FOR THE LOCATION OF OR THE FAILURE TO NOTE THE LOCATION OF NON-VISIBLE UTILITIES OR PIPELINES.



PREPARED FOR
 KIMLEY-HORN
 4637 CHABOT DRIVE, SUITE 300
 PLEASANTON, CA 94588

BASIS OF BEARINGS
 THE BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CGS83, ZONE 5, (2017.50) IN ACCORDANCE TO THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819; SAID BEARINGS ARE DETERMINED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING CALIFORNIA SPATIAL REFERENCE NETWORK CONTINUOUS OPERATING REFERENCE STATIONS (C.O.R.S.):
 C.S.R.C. TOPP:
 NORTHING = 1748960.84' EASTING = 6461221.83'
 C.S.R.C. TRAK:
 NORTHING = 1683396.23' EASTING = 6621521.02'
 THE COMBINATION FACTOR FOR THIS PROJECT WAS APPLIED AT THE FOLLOWING POINT:
 NORTHING = 1775631.60' EASTING = 6469389.65'
 MAPPING ANGLE = -01°23.77" SCALE FACTOR = 0.99995678

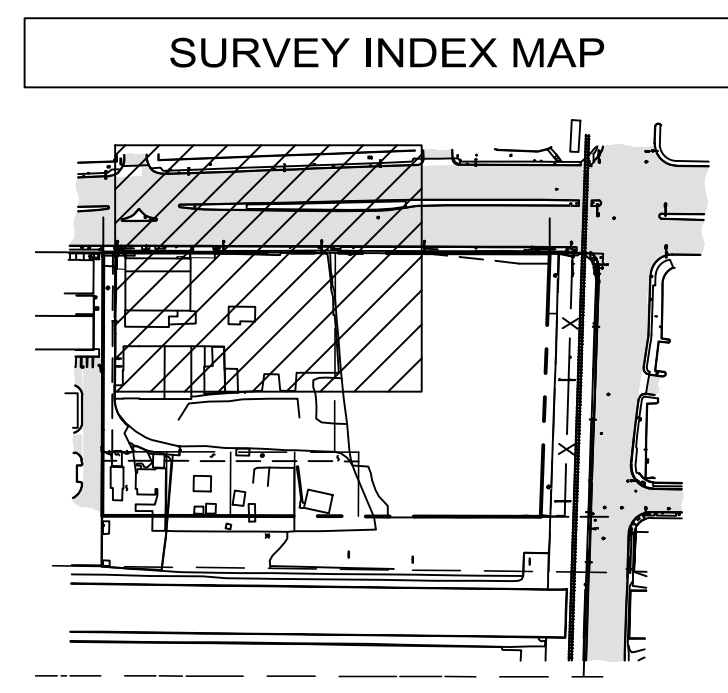
BENCHMARK
 ELEVATIONS SHOWN HEREON ARE BASED UPON CITY OF LOS ANGELES BENCHMARK NO. 21-02469, PROPERTY AREA: 6.525 AC. OR 284,235 SQ. FT.
 DESCRIPTION:
 SPBM STAMP 21-02469 1984* 3.8FT E/O E CURB NORMANDIE AVE; 3.3FT S/O BCR S/O ARTESIA BLVD; NE COR CB.

SITE INFORMATION
 SITE ADDRESS: 1440, 1450, 1452, 1462 W. ARTESIA BOULEVARD GARDENA, CA 90248
 PROPERTY AREA: 6.525 AC. OR 284,235 SQ. FT.
 TOTAL GROUND FLOOR AREA OF BUILDINGS: 20,166 SQ. FT.
 NO STRIPPED PARKING STALLS ON SUBJECT PROPERTY
 ASSESSOR'S PARCEL NOS.: 6106-036-012; 6106-036-034; 6106-036-035; 6106-036-036 & 6106-036-037

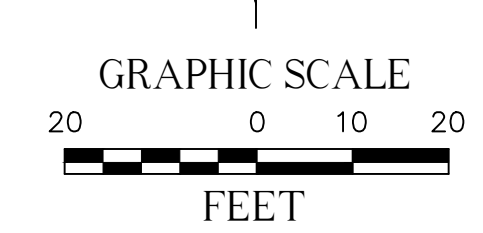
SURVEYOR OF RECORD
 FIELD COMPLETION DATE: JULY 1, 2021.
CALVADA SURVEYING, INC.
 411 Jenks Cir., Suite 205, Corona, CA 92880
 Phone: 951-280-9960 Fax: 951-280-9746
 Toll Free: 800-CALVADA www.calvada.com
 EST. 1989 JOB NO. 21424

TOPOGRAPHIC SURVEY

1440, 1450, 1452, 1462 W.
ARTESIA BOULEVARD,
GARDENA, CA 90248



LEGEND	
[Symbol]	ASPHALT PAVEMENT
[Symbol]	BUILDING HEIGHT TAKEN AT THIS LOCATION
[Symbol]	CONCRETE PAVEMENT
[Symbol]	CONTROL POINT
[Symbol]	DECORATIVE BRICK
[Symbol]	FIRE HYDRANT
[Symbol]	FLOW DIRECTION
[Symbol]	FOUND MONUMENT AS NOTED
[Symbol]	GAS VALVE
[Symbol]	GATE
[Symbol]	GUARD POST
[Symbol]	GUY WIRE
[Symbol]	LIGHT STANDARD
[Symbol]	LIGHT STANDARD
[Symbol]	PALM TREE
[Symbol]	POWER POLE
[Symbol]	POWER POLE W/TRANSFORMER
[Symbol]	SEWER MANHOLE
[Symbol]	SIGN
[Symbol]	STAIRS SHOWING DOWNWARD DIRECTION
[Symbol]	STREET LIGHT
[Symbol]	TRAFFIC LIGHT
[Symbol]	TREE (TYPICAL)
[Symbol]	UTILITY POLE
[Symbol]	WATER FAUCET
[Symbol]	WATER VALVE
[Symbol]	ASSESSOR'S PARCEL NUMBER
[Symbol]	CABLE T.V. VAULT
[Symbol]	CATCH BASIN
[Symbol]	CENTERLINE
[Symbol]	DIAMETER OF EXISTING TREE
[Symbol]	DRAIN INLET
[Symbol]	ELECTRIC CABINET
[Symbol]	ELECTRIC METER
[Symbol]	ELECTRIC PANEL
[Symbol]	ELECTRIC PULL BOX
[Symbol]	ELECTRIC VAULT
[Symbol]	FINISH SURFACE
[Symbol]	FLOW LINE
[Symbol]	HANDICAP RAMP
[Symbol]	NATURAL GROUND
[Symbol]	PROPERTY LINE
[Symbol]	RIGHT OF WAY
[Symbol]	TELCO PULL BOX
[Symbol]	TELCO VAULT
[Symbol]	TOP OF CURB
[Symbol]	TOP OF STRUCTURE
[Symbol]	TW
[Symbol]	TRANSFORMER
[Symbol]	WATER METER
[Symbol]	BLOCK WALL
[Symbol]	CANOPY
[Symbol]	CENTERLINE
[Symbol]	CHAIN LINK FENCE
[Symbol]	CONCRETE/RETAINING WALL
[Symbol]	EASEMENT LINE
[Symbol]	ELECTRIC LINE
[Symbol]	EDGE OF PAVEMENT
[Symbol]	FLOW LINE
[Symbol]	INTERIOR LOT LINE
[Symbol]	INTERIOR LOT LINE
[Symbol]	OVERHEAD LINE
[Symbol]	PROPERTY LINE
[Symbol]	RIGHT-OF-WAY
[Symbol]	SANITARY SEWER LINE
[Symbol]	WATER LINE
[Symbol]	WOOD FENCE
[Symbol]	WROUGHT IRON FENCE



REVISIONS			
NO.	DATE	REVISIONS	BY
1	08/05/21	SUBMITTAL	RM/CE
2	02/17/22	NEW TITLE REPORTS	HP
3	08/13/22	COMMENTS	RG

UTILITY STATEMENT
BURIED UTILITIES AND/OR PIPELINES SHOWN HEREON ARE PER VISIBLE AND APPARENT SURFACE EVIDENCE, RECORD DRAWINGS OF THE CONSTRUCTED UTILITIES OBTAINED FROM RELIABLE AND RESPONSIBLE SOURCES NOT CONNECTED WITH CALVADA SURVEYING, INC. OR MARKINGS PROVIDED BY AN INDEPENDENT LOCATING CONTRACTOR. NO GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED, IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF SUCH INFORMATION. IF MORE ACCURATE LOCATIONS OF UNDERGROUND UTILITIES OR PIPE LINES ARE REQUIRED, THE UTILITY OR PIPELINE WILL HAVE TO BE VERIFIED BY FIELD POT-HOLING. CALVADA SURVEYING, INC. AND THE SURVEYOR OF RECORD SHALL NOT BE HELD LIABLE FOR THE LOCATION OF OR THE FAILURE TO NOTE THE LOCATION OF NON-VISIBLE UTILITIES OR PIPELINES.

Underground Service Alert
Call: TOLL FREE 1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

PREPARED FOR
KIMLEY-HORN
4637 CHABOT DRIVE, SUITE 300
PLEASANTON, CA 94588

BASIS OF BEARINGS
THE BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE 5, (2017.50) IN ACCORDANCE TO THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819; SAID BEARINGS ARE DETERMINED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING CALIFORNIA SPATIAL REFERENCE NETWORK CONTINUOUS OPERATING REFERENCE STATIONS (C.O.R.S.):
C.S.R.C. TOP: NORTHING = 1748960.84 EASTING = 6461221.83
C.S.R.C. TRAK: NORTHING = 1683396.23 EASTING = 6621521.02
THE COMBINATION FACTOR FOR THIS PROJECT WAS APPLIED AT THE FOLLOWING POINT:
NORTHING = 1775631.60 EASTING = 6469389.65
MAPPING ANGLE = -01°02'33.77" SCALE FACTOR = 0.99995678

BENCHMARK
ELEVATIONS SHOWN HEREON ARE BASED UPON CITY OF LOS ANGELES BENCHMARK NO. 21-02469, ELEVATION 24.50 FEET (NAVD 88).
DESCRIPTION: SPBM #5140 21-02469 1984* 3.8FT E/O E CURB NORMANDIE AVE; 3.3FT S/O BCR S/O ARTESIA BLVD NE COR CB.

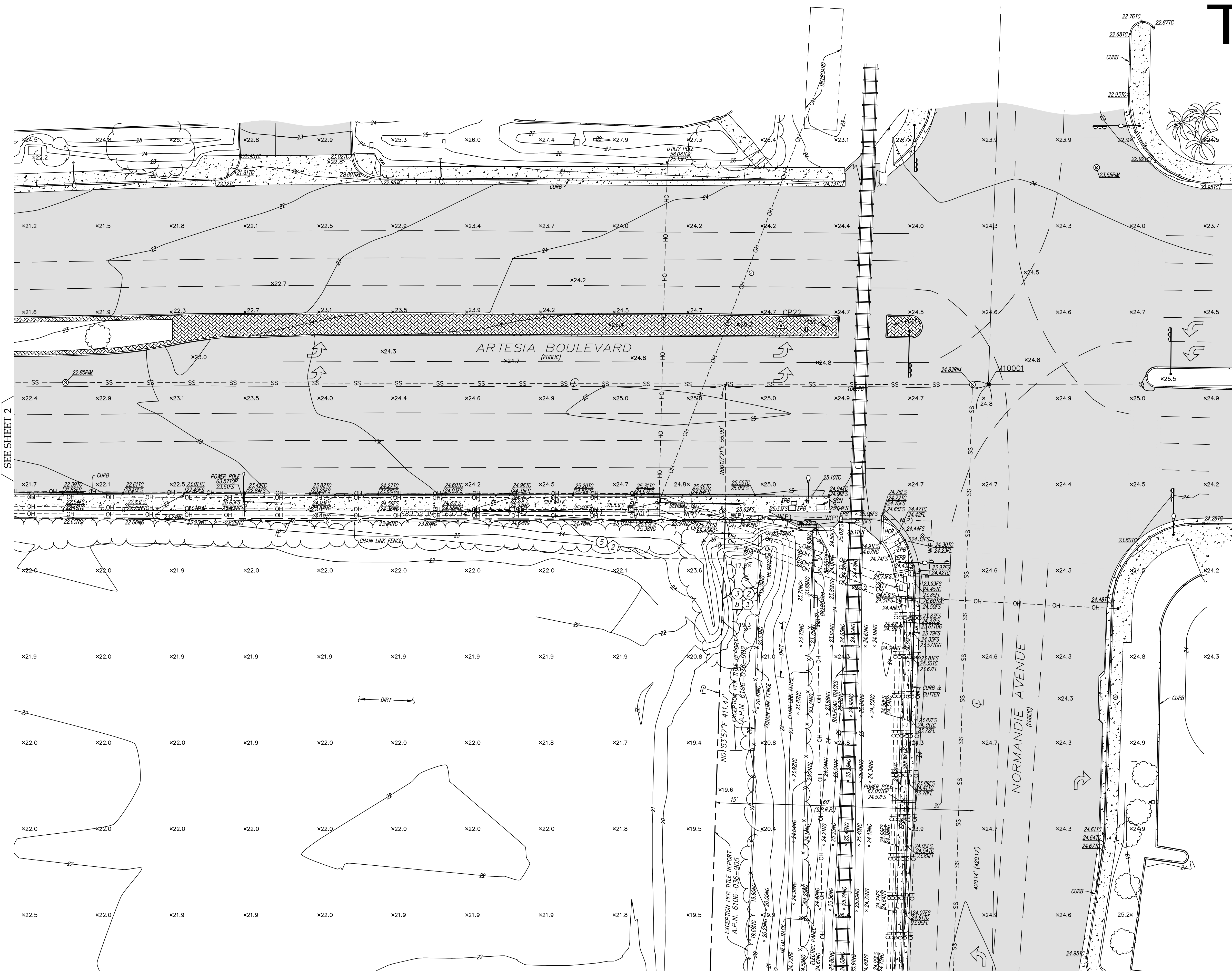
SITE INFORMATION
SITE ADDRESS: 1440, 1450, 1452, 1462 W. ARTESIA BOULEVARD GARDENA, CA 90248
PROPERTY AREA: 6.525 AC. OR 284,235 SQ. FT.
TOTAL GROUND FLOOR AREA OF BUILDINGS: 20,166 SQ. FT.
NO STRIPED PARKING STALLS ON SUBJECT PROPERTY
ASSESSOR'S PARCEL NOS: 6106-036-012; 6106-036-034; 6106-036-035; 6106-036-036 & 6106-036-037

SURVEYOR OF RECORD FIELD COMPLETION DATE: JULY 1, 2021.

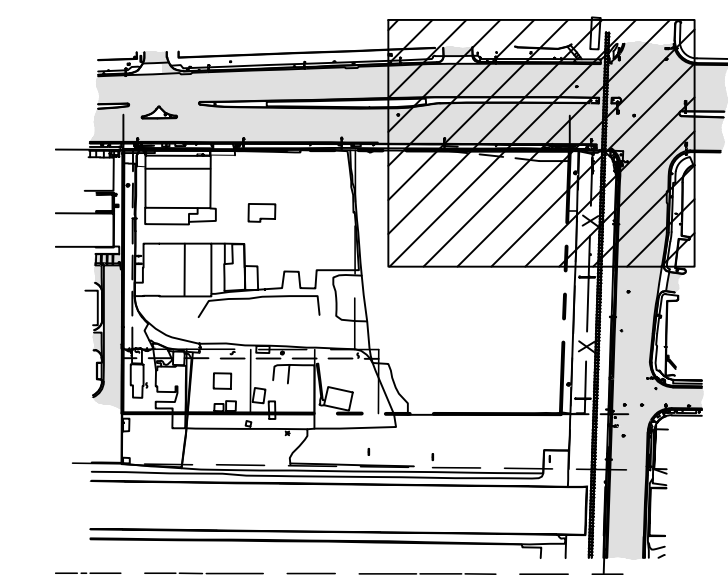
CALVADA SURVEYING, INC.
411 Jenks Cir., Suite 205, Corona, CA 92880
Phone: 951-280-9960 Fax: 951-280-9746
Toll Free: 800-CALVADA www.calvada.com
EST. 1989 JOB NO. 21424

TOPOGRAPHIC SURVEY

1440, 1450, 1452, 1462
W. ARTESIA
BOULEVARD,
GARDENA, CA 90248

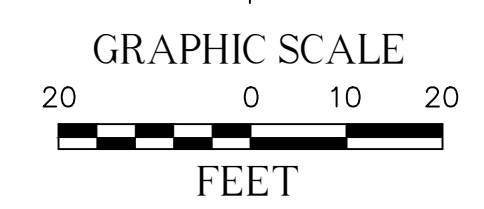


SURVEY INDEX MAP



LEGEND

- ASPHALT PAVEMENT
- BUILDING HEIGHT TAKEN AT THIS LOCATION
- CONCRETE PAVEMENT
- CONTROL POINT
- DECORATIVE BRICK
- FIRE HYDRANT
- FLOW DIRECTION
- FOUND MONUMENT AS NOTED
- GAS VALVE
- GATE
- GUARD POST
- GUY WIRE
- LIGHT STANDARD
- LIGHT STANDARD
- PALM TREE
- POWER POLE
- POWER POLE W/TRANSFORMER
- SEWER MANHOLE
- SIGN
- STAIRS SHOWING DOWARD DIRECTION
- STREET LIGHT
- TRAFFIC LIGHT
- TREE (TYPICAL)
- UTILITY POLE
- WATER FAUCET
- WATER VALVE
- ASSESSOR'S PARCEL NUMBER
- CABLE T.V. VAULT
- CATCH BASIN
- CENTERLINE
- DIAMETER OF EXISTING TREE
- DI
- EC
- EM
- EP
- EPB
- EV
- FS
- FL
- HOR
- NG
- PROPERTY LINE
- R/W
- IPB
- IV
- TC
- TOP
- TOP OF STRUCTURE
- TW
- TR
- WM
- ASPHALT PAVEMENT
- CANOPY
- CENTERLINE
- CHAIN LINK FENCE
- CONCRETE/RETAINING WALL
- EASEMENT LINE
- ELECTRIC LINE
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- OVERHEAD LINE
- PROPERTY LINE
- RIGHT-OF-WAY
- SANITARY SEWER LINE
- WATER LINE
- WOOD FENCE
- WROUGHT IRON FENCE



REVISIONS			
NO.	DATE	REVISIONS	BY
1	08/05/21	SUBMITTAL	RM/CE
2	02/17/22	NEW TITLE REPORTS	HP
3	08/13/22	COMMENTS	RG

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4637 CHABOT DRIVE, SUITE 300
PLEASANTON, CA 94588

BASIS OF BEARINGS

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NORTHING = 1775631.60 EASTING = 6469389.65

MAPPING ANGLE = -01°02'37.77" SCALE FACTOR = 0.99995678

BENCHMARK

ELEVATIONS SHOWN HEREON ARE BASED UPON CITY OF LOS ANGELES BENCHMARK NO. 21-02469, ELEVATION 24.50 FEET (NAVD 88).

DESCRIPTION:
SPBM #21-02469 1984*, 3.8FT E/O E CURB
NORMANDIE AVE, 3.3FT S/O BCR S/O ARTESIA BLVD
NE COR CB.

SITE INFORMATION

SITE ADDRESS: 1440, 1450, 1452, 1462 W. ARTESIA BOULEVARD GARDENA, CA 90248

PROPERTY AREA: 6.525 AC. OR 284,235 SQ. FT.

TOTAL GROUND FLOOR AREA OF BUILDINGS: 20,166 SQ. FT.

NO STRIPED PARKING STALLS ON SUBJECT PROPERTY

ASSESSOR'S PARCEL NOS: 6106-036-012; 6106-036-034; 6106-036-035; 6106-036-036 & 6106-036-037

SURVEYOR OF RECORD

FIELD COMPLETION DATE: JULY 1, 2021.

CALVADA SURVEYING, INC.

411 Jenks Cir., Suite 205, Corona, CA 92880
Phone: 951-280-9960 Fax: 951-280-9746
Toll Free: 800-CALVADA www.calvada.com

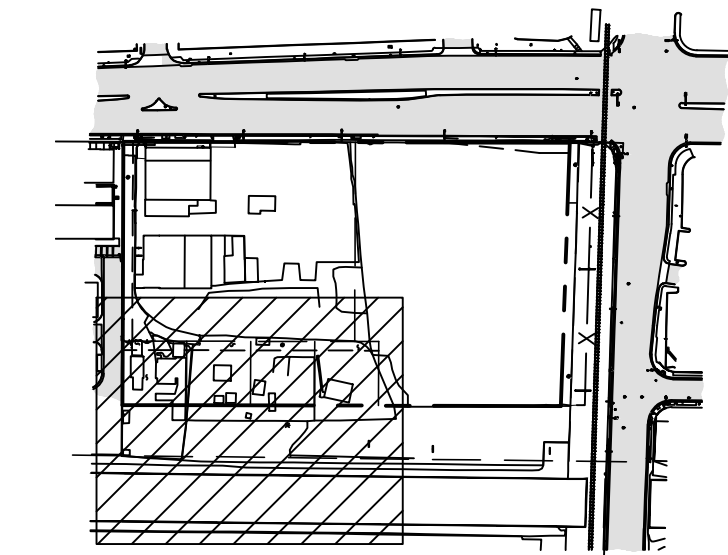
EST. 1989 JOB NO. 21424

TOPOGRAPHIC SURVEY

1440, 1450, 1452, 1462 W.
ARTESIA BOULEVARD,
GARDENA, CA 90248

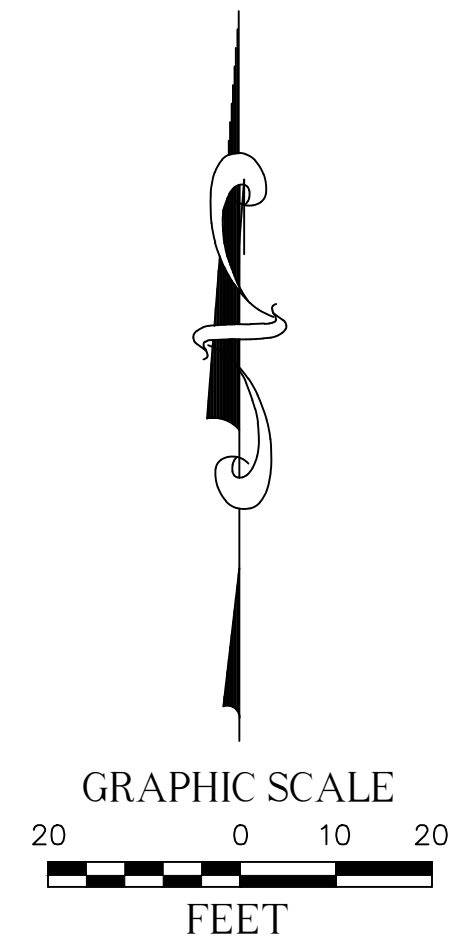


SURVEY INDEX MAP



LEGEND

- ASPHALT PAVEMENT
- BUILDING HEIGHT TAKEN AT THIS LOCATION
- CONCRETE PAVEMENT
- CONTROL POINT
- DECORATIVE BRICK
- FIRE HYDRANT
- FLOW DIRECTION
- FOUND MONUMENT AS NOTED
- GAS VALVE
- GATE
- GUARD POST
- GUY WIRE
- LIGHT STANDARD
- LIGHT STANDARD
- PALM TREE
- POWER POLE
- POWER POLE W/TRANSFORMER
- SEWER MANHOLE
- SIGN
- STARS SHOWING DOWNWARD DIRECTION
- STREET LIGHT
- TRAFFIC LIGHT
- TREE (TYPICAL)
- UTILITY POLE
- WATER FAUCET
- WATER VALVE
- ASSESSOR'S PARCEL NUMBER
- CABLE T.V. VAULT
- CATCH BASIN
- CENTERLINE
- DIAMETER OF EXISTING TREE
- DRAIN INLET
- ELECTRIC CABINET
- ELECTRIC METER
- ELECTRIC PANEL
- ELECTRIC PULL BOX
- ELECTRIC VAULT
- FINISH SURFACE
- FLOW LINE
- HANDICAP RAMP
- NATURAL GROUND
- PROPERTY LINE
- RIGHT OF WAY
- TELCO PULL BOX
- TELCO VAULT
- TOP OF CURB
- TOP OF STRUCTURE
- TOP OF WALL
- TRANSFORMER
- WATER METER
- BLOCK WALL
- CANOPY
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- WATER LINE
- WOOD FENCE
- WROUGHT IRON FENCE



REVISIONS			
NO.	DATE	REVISIONS	BY
1	08/05/21	SUBMITTAL	RM/CE
2	02/17/22	NEW TITLE REPORTS	HP
3	08/13/22	COMMENTS	RG

UTILITY STATEMENT

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KIMLEY-HORN
4637 CHABOT DRIVE, SUITE 300
PLEASANTON, CA 94588

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C.S.R.C. TOPP:
NORTHING = 1748960.84' EASTING = 6461221.83'

C.S.R.C. TRAK:
NORTHING = 1683396.23' EASTING = 6621521.02'

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NORTHING = 1775631.60' EASTING = 6469389.65'

MAPPING ANGLE = -01023.77" SCALE FACTOR = 0.99995678

BENCHMARK

ELEVATIONS SHOWN HEREON ARE BASED UPON CITY OF LOS ANGELES BENCHMARK NO. 21-02469.
PROPERTY AREA: 6.525 AC. OR 284,235 SQ. FT.
ELEVATION 24.50 FEET (NAVD 88).

DESCRIPTION:
SPBM #STAMP 21-02469 1984*. 3.8FT E/O E CURB
NORMANDEE AVE; 3.3FT S/O BOR S/O ARTESIA BLVD
NE COR CB.

SITE INFORMATION

SITE ADDRESS: 1440, 1450, 1452, 1462 W. ARTESIA BOULEVARD GARDENA, CA 90248
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ASSESSOR'S PARCEL NOS: 6106-036-012; 6106-036-034; 6106-036-035; 6106-036-036 & 6106-036-037

SURVEYOR OF RECORD

FIELD COMPLETION DATE: JULY 1, 2021.

CALVADA SURVEYING, INC.

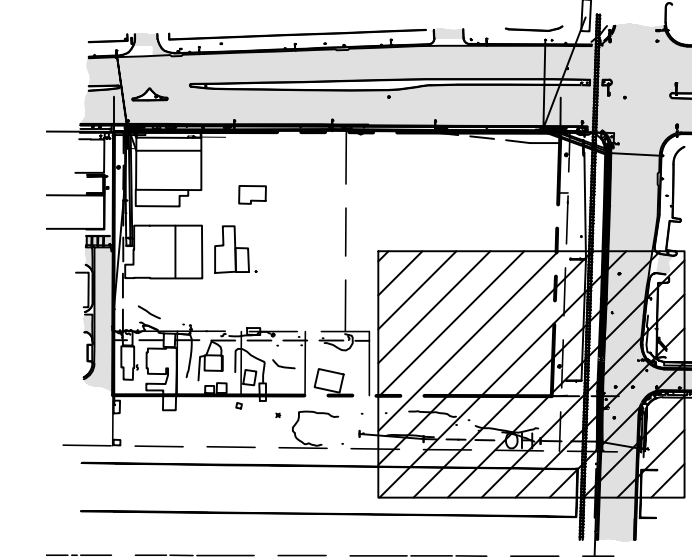
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EST. 1989 JOB NO. 21424

TOPOGRAPHIC SURVEY

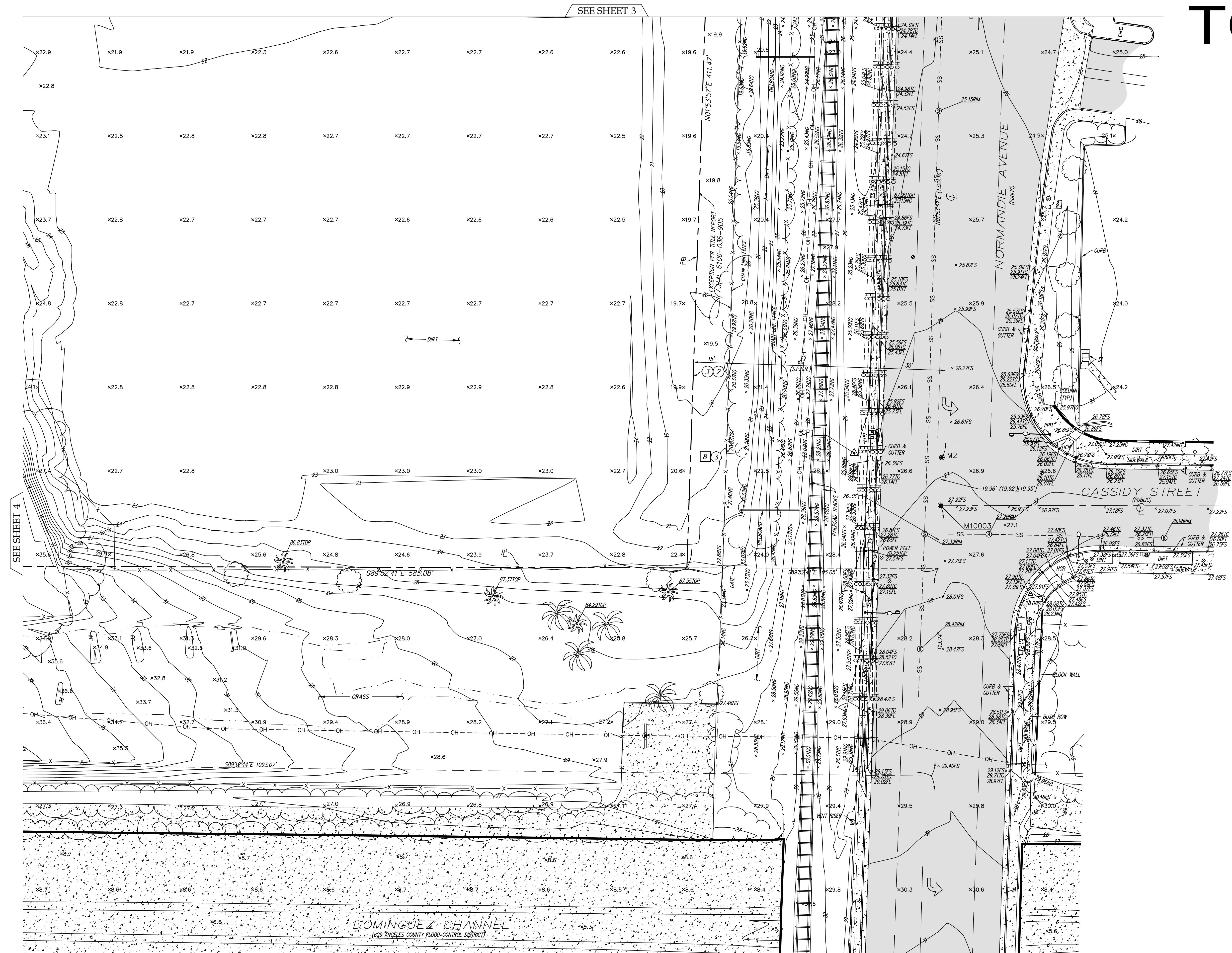
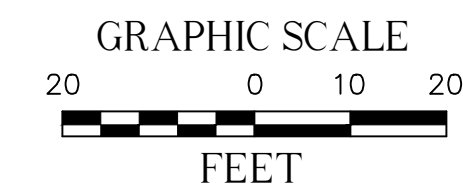
1440, 1450, 1452, 1462 W. ARTESIA BOULEVARD, GARDENA, CA 90248

SURVEY INDEX MAP



LEGEND

- ASPHALT PAVEMENT
- BUILDING HEIGHT TAKEN AT THIS LOCATION
- CONCRETE PAVEMENT
- CONTROL POINT
- DECORATIVE BRICK
- FIRE HYDRANT
- FLOW DIRECTION
- FOUND MONUMENT AS NOTED
- GAS VALVE
- GATE
- GUARD POST
- GUY WIRE
- LIGHT STANDARD
- LIGHT STANDARD (TYP)
- PALM TREE
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2	02/17/22	NEW TITLE REPORTS	HP
3	08/13/22	COMMENTS	RG

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4637 CHABOT DRIVE, SUITE 300
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C.S.R.C. TRAK:
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DESCRIPTION:
SPBM *STAMP 21-02469 1984* 3.8FT E/O E CURB
NORMANDIE AVE; 3.3FT S/O BCR S/O ARTESIA BLVD
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SITE INFORMATION

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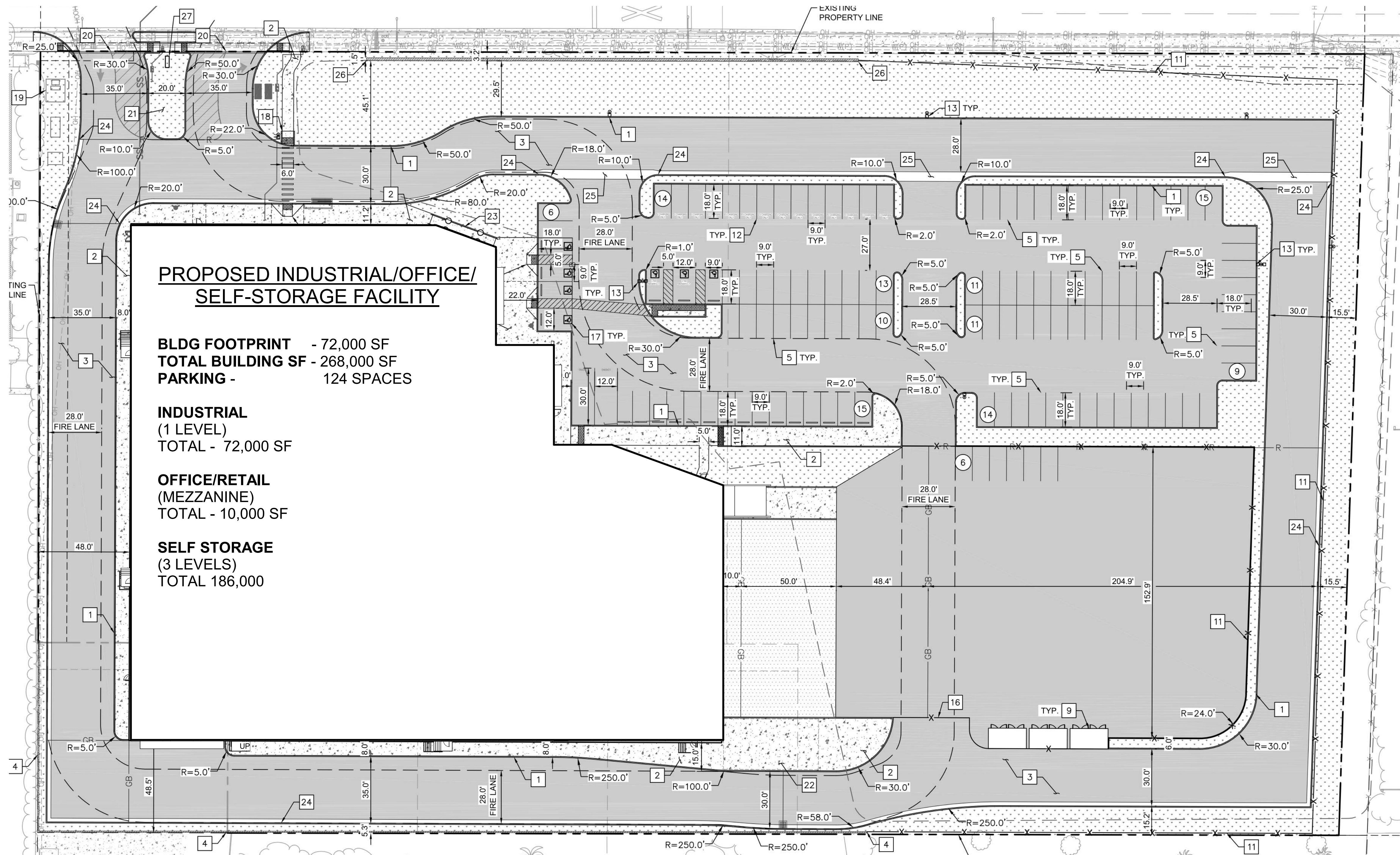
SURVEYOR OF RECORD

FIELD COMPLETION DATE: JULY 1, 2021.

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EST. 1989 JOB NO. 21424



**PROPOSED INDUSTRIAL/OFFICE/
SELF-STORAGE FACILITY**

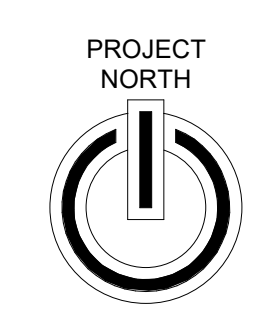
BLDG FOOTPRINT - 72,000 SF
TOTAL BUILDING SF - 268,000 SF
PARKING - 124 SPACES

**INDUSTRIAL
(1 LEVEL)**
TOTAL - 72,000 SF

**OFFICE/RETAIL
(MEZZANINE)**
TOTAL - 10,000 SF

**SELF STORAGE
(3 LEVELS)**
TOTAL 186,000

1 Preliminary Site Plan
 SCALE: 1" = 30'-0"



PROJECT SUMMARY		
PROJECT ADDRESS:	1450 WEST ARTESIA BOULEVARD	
PARCEL NUMBER(S):	6106-036-034, 6106-036-035 6106-036-036, 6106-036-037 6106-036-012, 6106-036-010	
SITE AREA:	6.53 ACRES (284,235 SF)	
PERVIOUS AREA:	78,076 SF	
IMPERVIOUS AREA:	206,159 SF	
TOTAL SITE AREA:	284,235 SF	
OVERLAY DISTRICTS:	ARTESIA CORRIDOR SPECIFIC PLAN	
ZONING:	EXISTING SPECIFIC PLAN	PROPOSED SPECIFIC PLAN
FAR:	--	.94
SETBACKS		
FRONT:	10'	86'
SIDE:	10'	48', 336'-6"
REAR:	10'	48'
HEIGHT:	100'	75'
CONSTRUCTION TYPE:	TYPE II-B FULLY SPRINKLERED PER NFPA 13	
OCCUPANCY:	S-1/B INDUSTRIAL	
BUILDING FOOTPRINT	72,000 SF	
INDUSTRIAL (1 LEVEL)	72,000 SF	
OFFICE/RETAIL (MEZZANINE)	10,000 SF	
SELF STORAGE (3 LEVELS)	186,000 SF	
TOTAL GROSS BUILDING AREA:	268,000 SF	

PARKING INFORMATION	
EXISTING PARKING	-
PARKING PROVIDED:	
STANDARD SPACES:	103 SPACES
ACCESSIBLE:	7 SPACES
EV:	14 SPACES
TOTAL:	124 SPACES

SITE NOTES	LEGEND
1 PROPOSED CURB.	--- PROPOSED PROPERTY LINE
2 PROPOSED CONCRETE SIDEWALK.	--- EXISTING PROPERTY LINE
3 PROPOSED ASPHALT CONCRETE.	-X- PROPOSED 6" SECURITY FENCE
4 PROPOSED 8" CMU RETAINING WALL.	GB GRADE BREAK
5 PROPOSED STANDARD 90° PARKING STALL.	R RIDGE LINE
9 PROPOSED TRASH ENCLOSURE.	○ ○ ○ ○ ○ HANDRAILS
11 PROPOSED 6" SECURITY FENCE.	- - - - - APPROXIMATE LIMIT OF REMEDIATION
12 PROPOSED EV CHARGING STALL.	W PROPOSED WATER LINE
13 PROPOSED SITE LIGHT.	SS PROPOSED SEWER LINE
16 PROPOSED SECURITY GATE WITH EMERGENCY VEHICLE ONLY KNOX BOX.	■ WATER METER
17 PROPOSED ACCESSIBLE PARKING STRIPING.	■ BACKFLOW PREVENTER
18 PROPOSED ACCESSIBLE RAMP.	■ TRANSFORMER
19 PROPOSED TRANSFORMER.	■ PROPOSED LANDSCAPING
20 INSTALL CITY STANDARD DRIVEWAY AND CURB RAMPS PER CITY STANDARD DETAIL ST-1.	■ PROPOSED STANDARD DUTY CONCRETE
21 PROPOSED RAISED ENTRY MEDIAN.	■ PROPOSED HEAVY DUTY CONCRETE
22 PROPOSED VAPOR TREATMENT FACILITY PAD (BY OTHERS).	■ PROPOSED ASPHALT CONCRETE
23 PROPOSED RAMP WITH HANDRAILS.	○ PROPOSED PARKING COUNT
24 PROPOSED CURB AND GUTTER	○ PROPOSED SITE LIGHT
25 PROPOSED VALLEY GUTTER.	○ PROPOSED MANHOLE
26 GARDEN WALL PER REMEDIATION PLAN (BY OTHERS).	■ PROPOSED INLET
27 PROPOSED SIGN.	

SECURE SPACE SELF STORAGE
1450 W ARTESIA BLVD, GARDENA, CA
 Schematic Design

NOT FOR CONSTRUCTION

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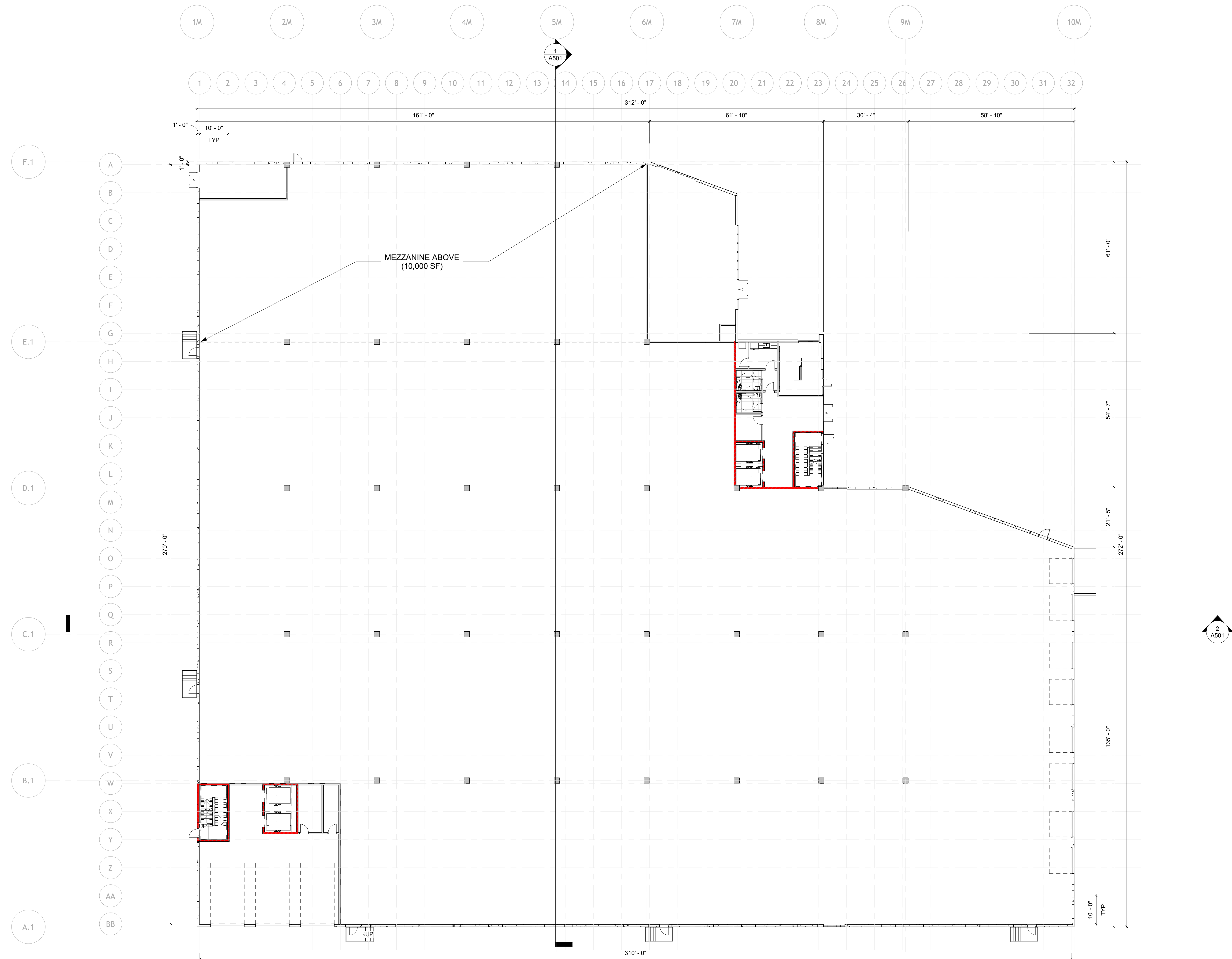
PRELIMINARY SITE PLAN

A101



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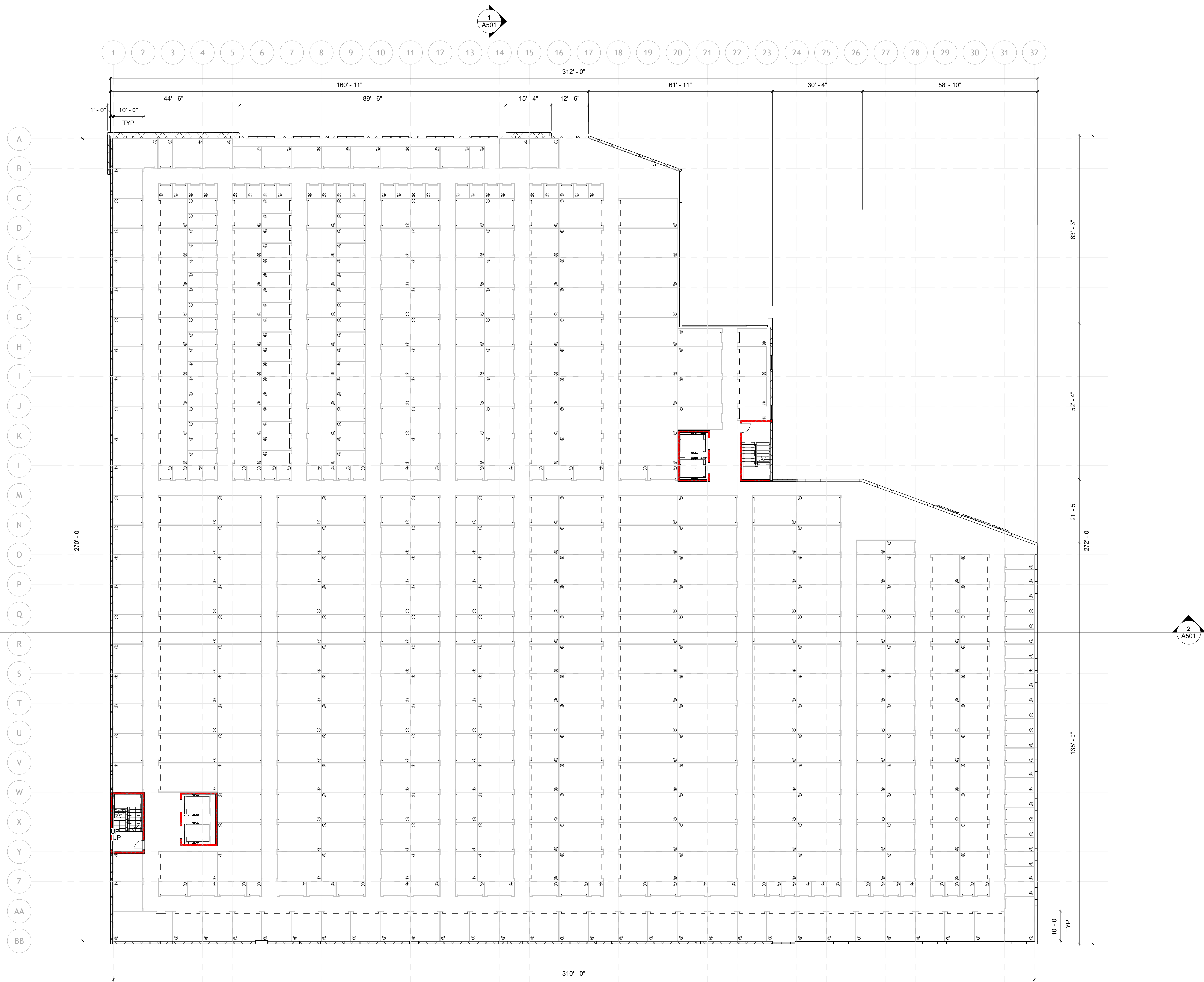
SECURE SPACE SELF STORAGE

1450 W ARTESIA BLVD, GARDENA, CA

Schematic Design

LEVEL 1 - OVERALL FLOOR PLAN

A201



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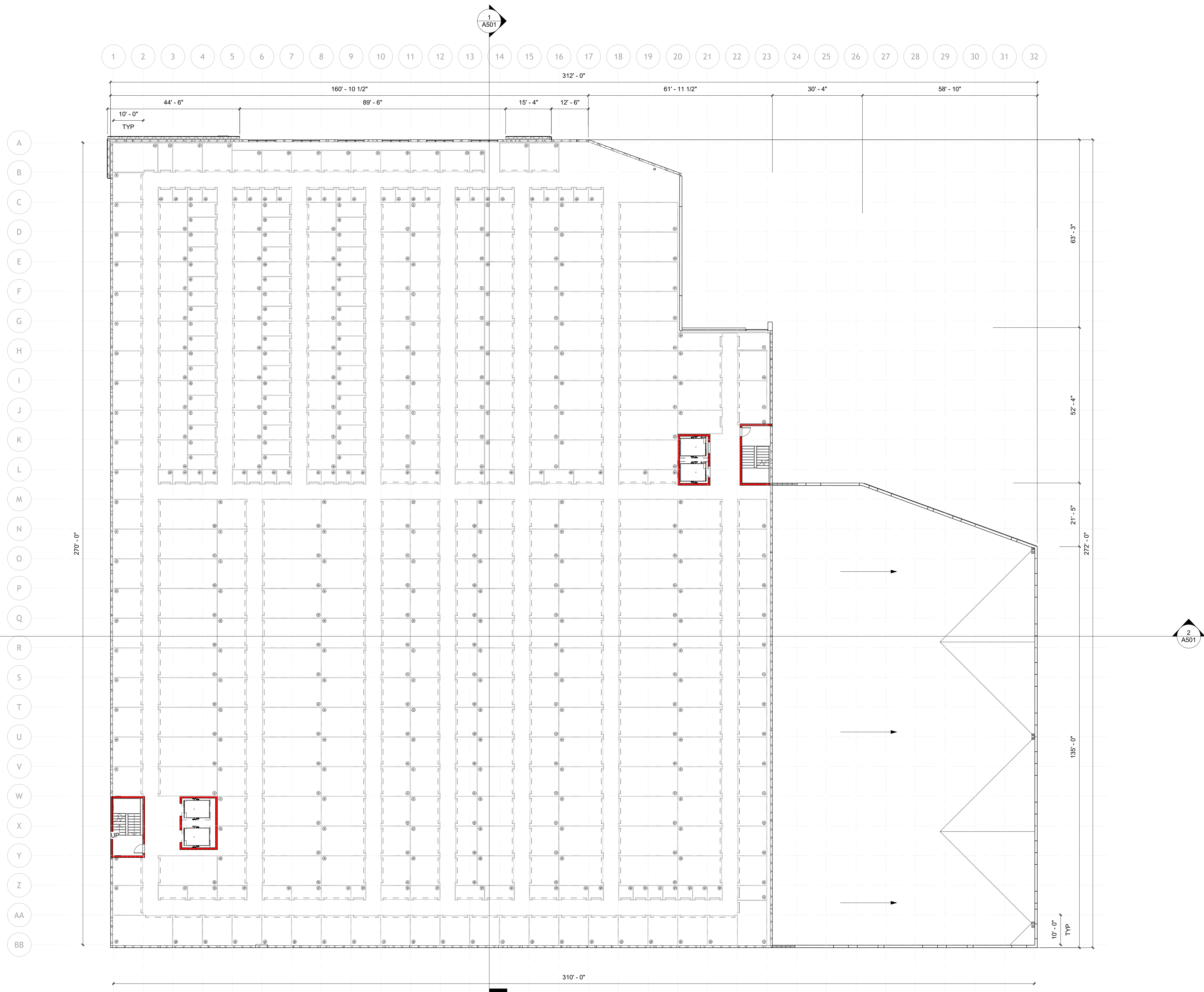
SECURE SPACE SELF STORAGE

1450 W ARTESIA BLVD, GARDENA, CA

Schematic Design

LEVEL 2 - OVERALL FLOOR PLAN

A202



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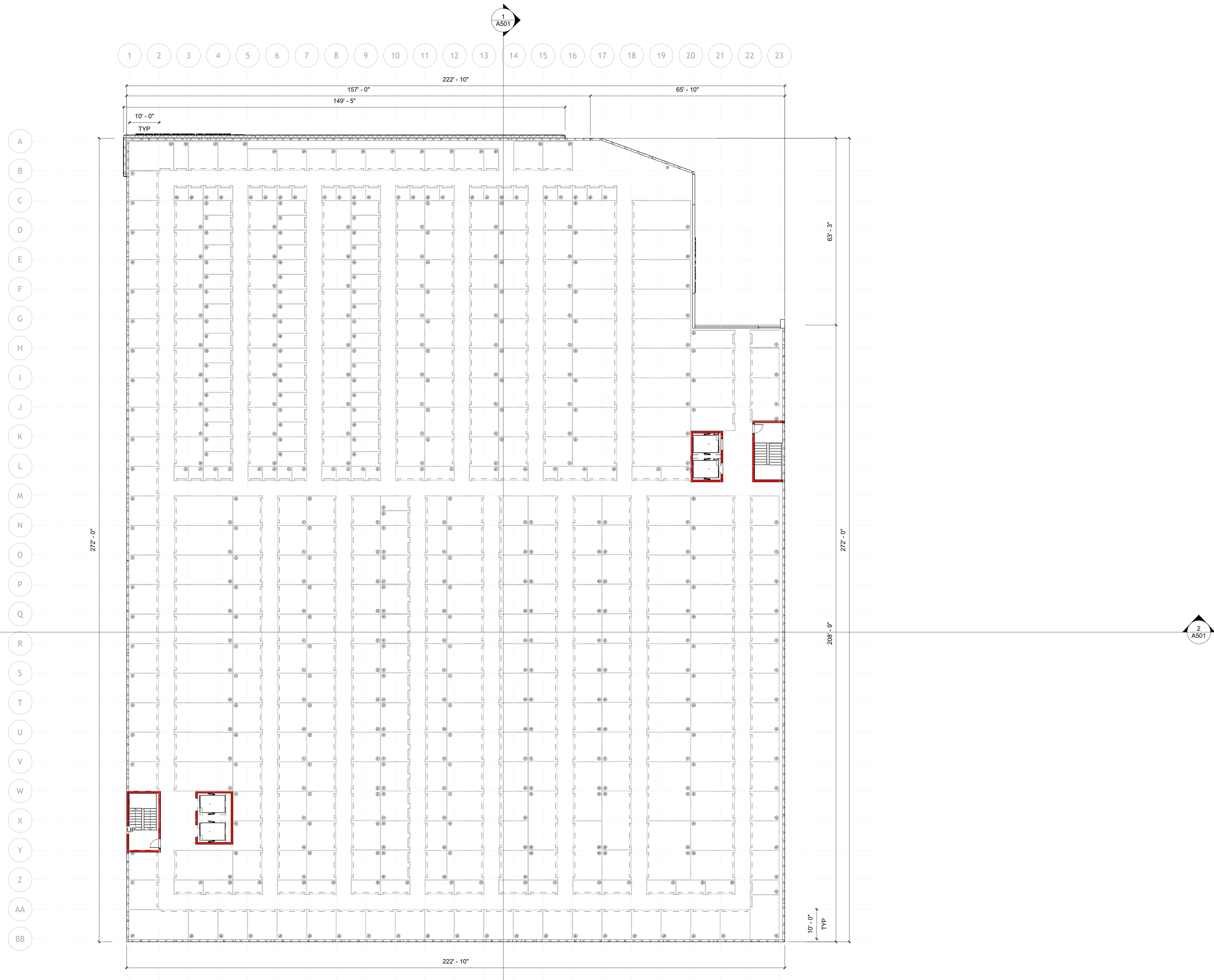
SECURE SPACE SELF STORAGE

1450 W ARTESIA BLVD, GARDENA, CA

Schematic Design

LEVEL 3 - OVERALL FLOOR PLAN

A203



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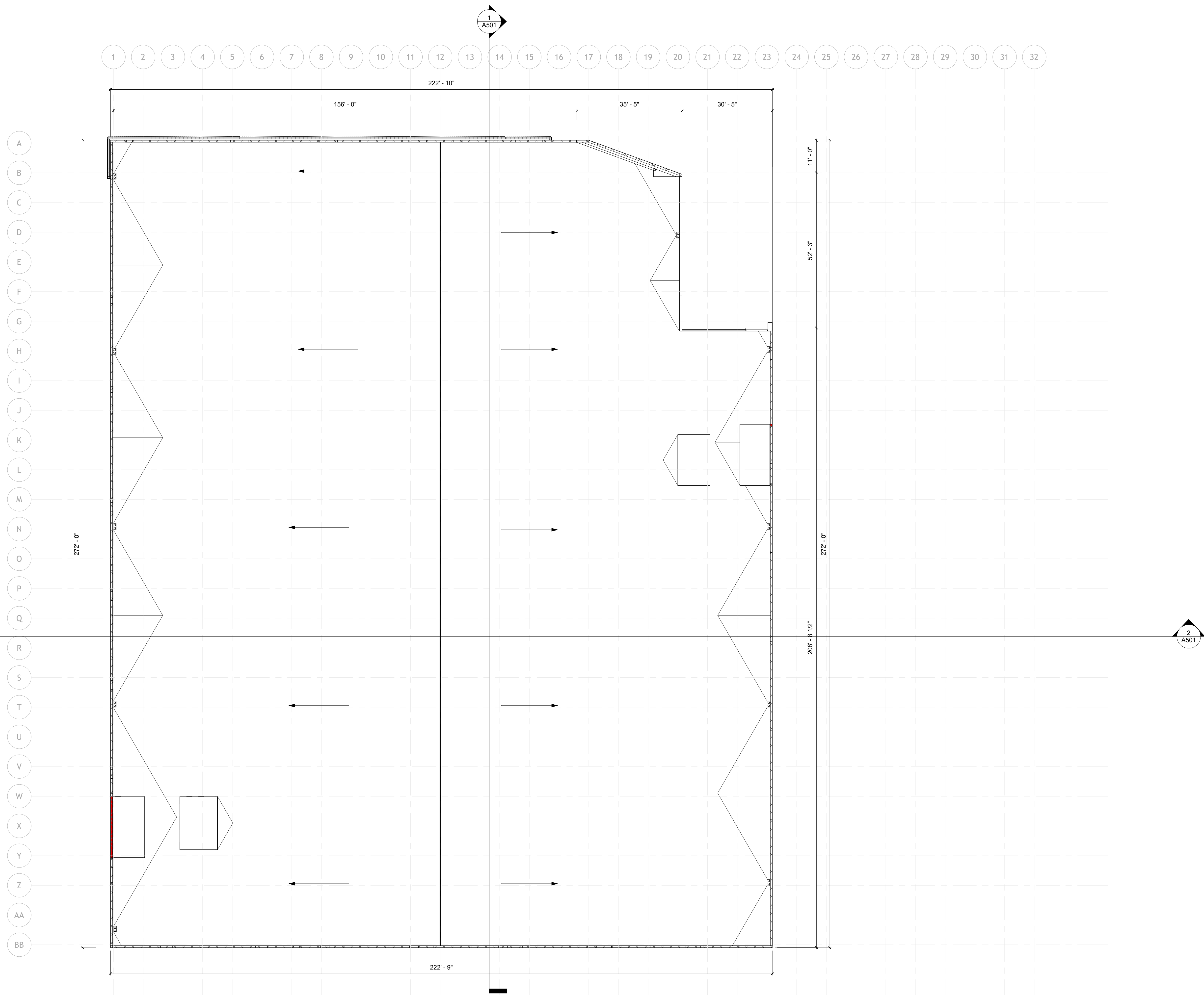
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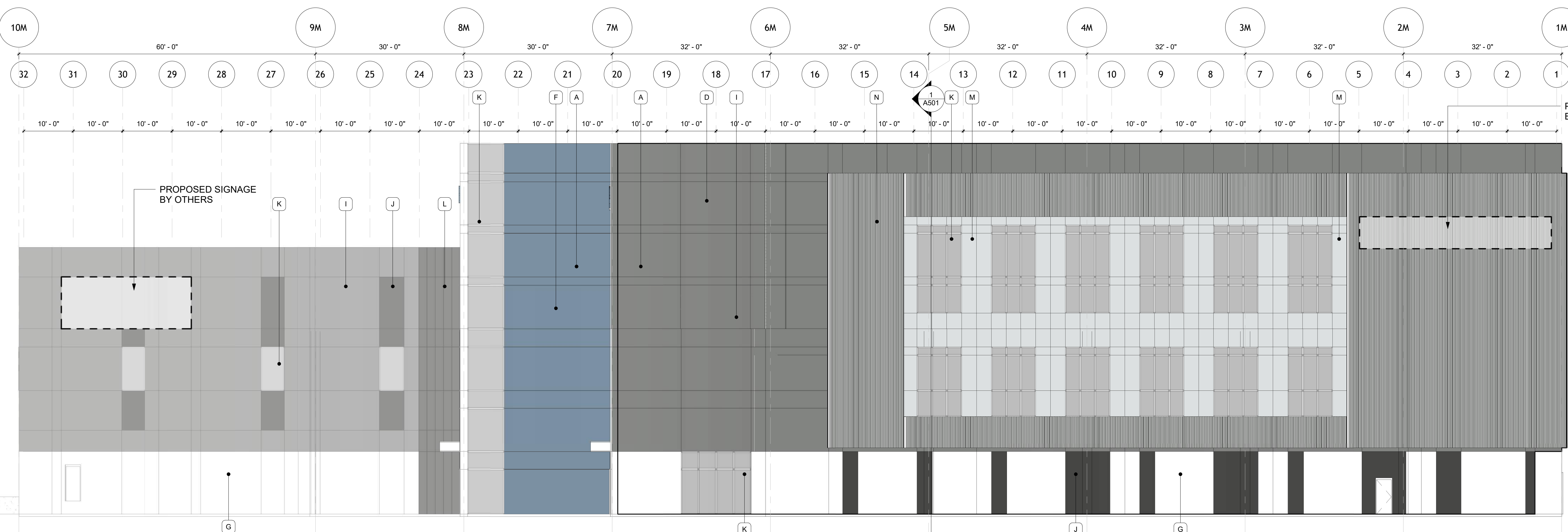
1450 W ARTESIA BLVD, GARDENA, CA

Schematic Design

LEVEL 4 - OVERALL FLOOR PLAN

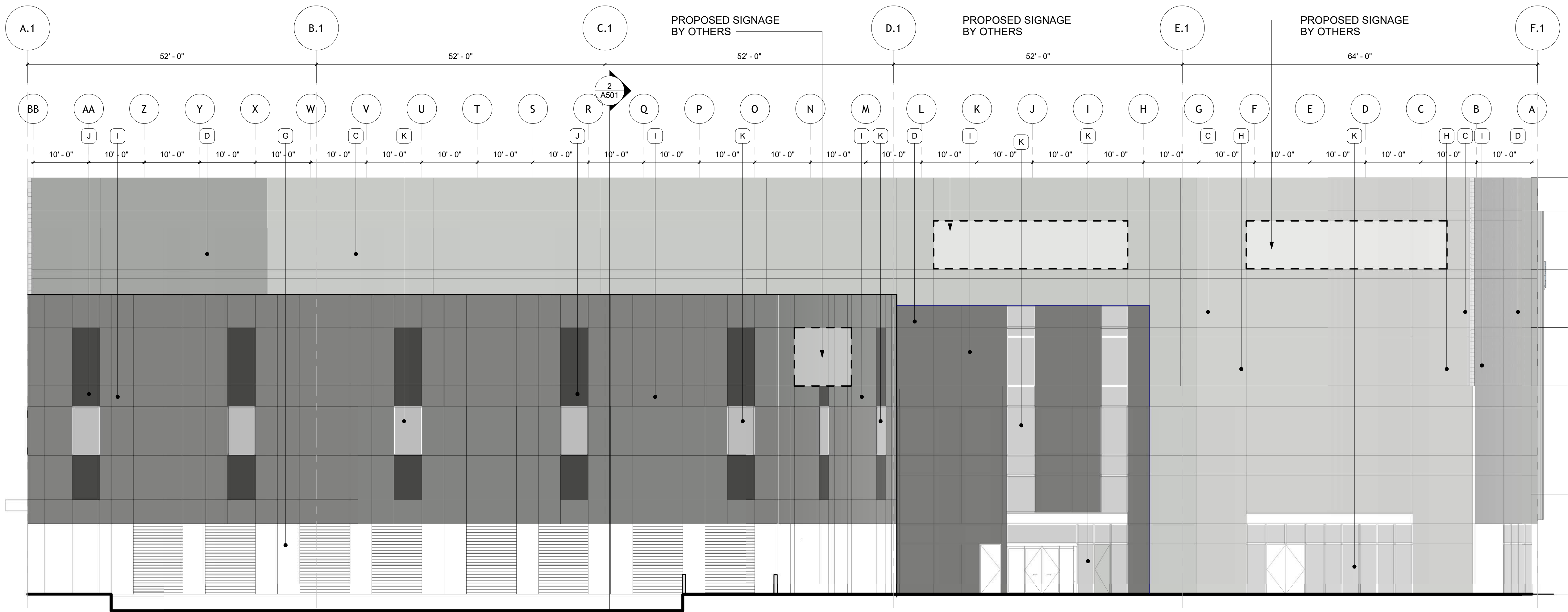
A204





1 OVERALL BUILDING ELEVATION - PROJECT NORTH
SCALE: 3/32" = 1'-0"

- PROPOSED SIGNAGE BY OTHERS**
- A STUCCO PT-01: SW6523 "DENIM"
 - B STUCCO PT-02: SW6238 "ICICLE"
 - C STUCCO PT-03: SW7006 "MAGNETIC GREY"
 - D STUCCO PT-04: SW7006 "CITYSCAPE"
 - E STUCCO PT-05: SW7006 "IRON ORE"
 - F CONCRETE PT-01: SW6523 "DENIM"
 - G CONCRETE PT-02: SW6238 "ICICLE"
 - H CONCRETE PT-03: SW7058 "MAGNETIC GREY"
 - I CONCRETE PT-04: SW7067 "CITYSCAPE"
 - J CONCRETE PT-05: SW7069 "IRON ORE"
 - K VISION GLASS: QA 1" INSULATING CLEAR
 - L INSULATED METAL PANEL 1: KINGSPAN "WEATHERED ZINC"
 - M INSULATED METAL PANEL 2: KINGSPAN "SILVERSMITH"
 - N MORIN PULSE 1 REGALE WHITE



3 OVERALL BUILDING ELEVATION - PROJECT EAST
SCALE: 3/32" = 1'-0"



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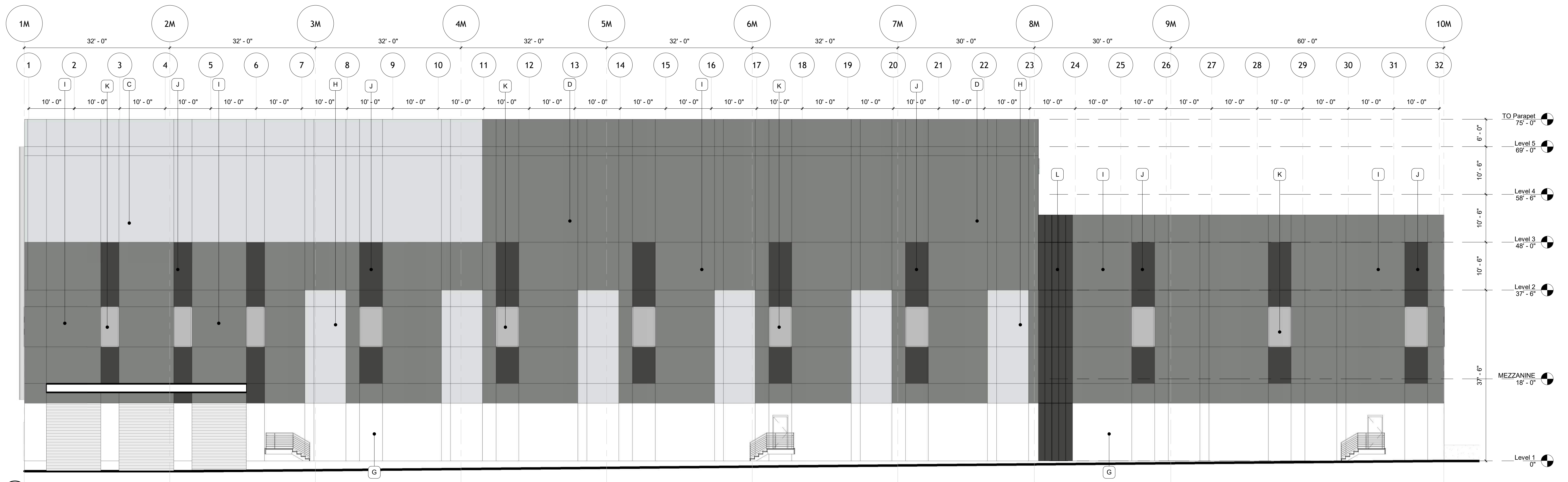
SECURE SPACE SELF STORAGE

1450 W ARTESIA BLVD, GARDENA, CA

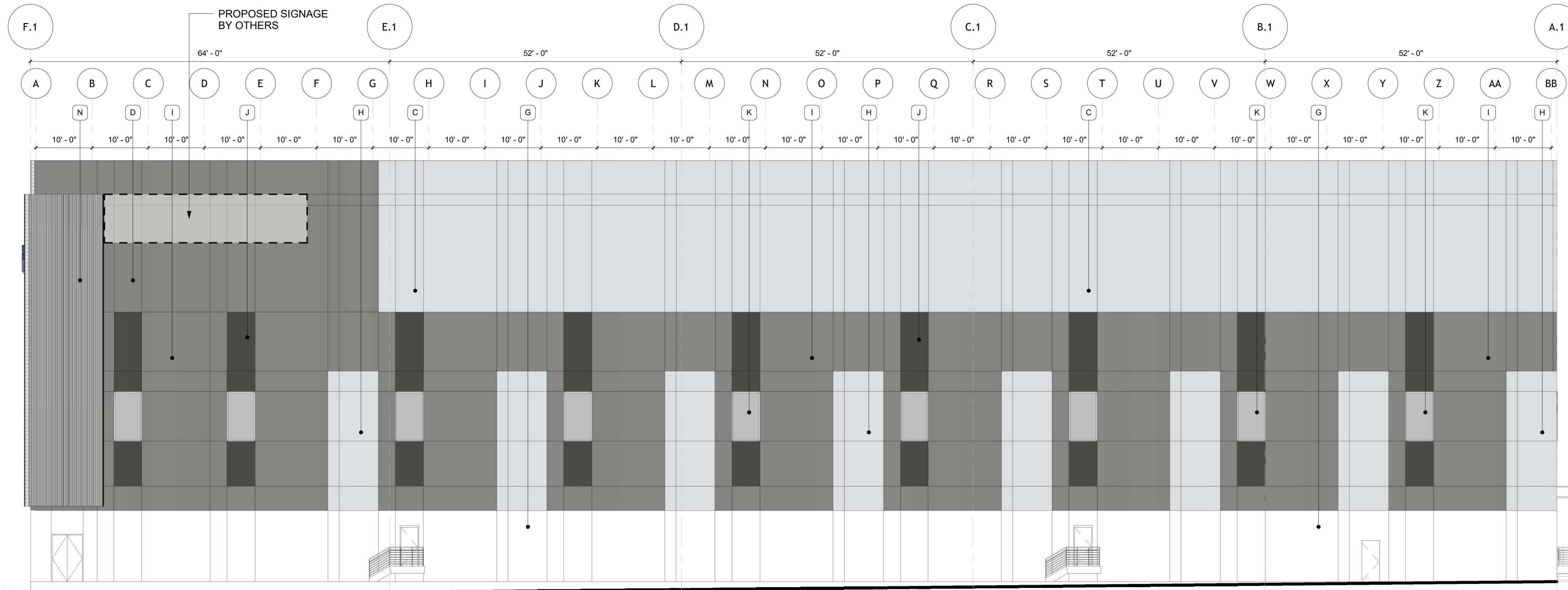
Schematic Design

OVERALL BUILDING ELEVATIONS

A401



1 OVERALL BUILDING ELEVATION - PROJECT SOUTH
SCALE: 3/32" = 1'-0"



2 OVERALL BUILDING ELEVATION - PROJECT WEST
SCALE: 3/32" = 1'-0"

- TO Parapet 75'-0"
- Level 5 69'-0"
- Level 4 58'-6"
- Level 3 48'-0"
- Level 2 37'-6"
- MEZZANINE 18'-0"
- Level 1 0"

- A STUCCO PT-01: SW6523 "DENIM"
- B STUCCO PT-02: SW6238 "ICICLE"
- C STUCCO PT-03: SW7006 "MAGNETIC GREY"
- D STUCCO PT-04: SW7006 "CITYSCAPE"
- E STUCCO PT-05: SW7006 "IRON ORE"
- F CONCRETE PT-01: SW6523 "DENIM"
- G CONCRETE PT-02: SW6238 "ICICLE"
- H CONCRETE PT-03: SW7058 "MAGNETIC GREY"
- I CONCRETE PT-04: SW7067 "CITYSCAPE"
- J CONCRETE PT-05: SW7069 "IRON ORE"
- K VISION GLASS :: QA 1" INSULATING CLEAR
- L INSULATED METAL PANEL 1: KINGSPAN "WEATHERED ZINC"
- M INSULATED METAL PANEL 2: KINGSPAN "SILVERSMITH"
- N MORIN PULSE 1 REGALE WHITE



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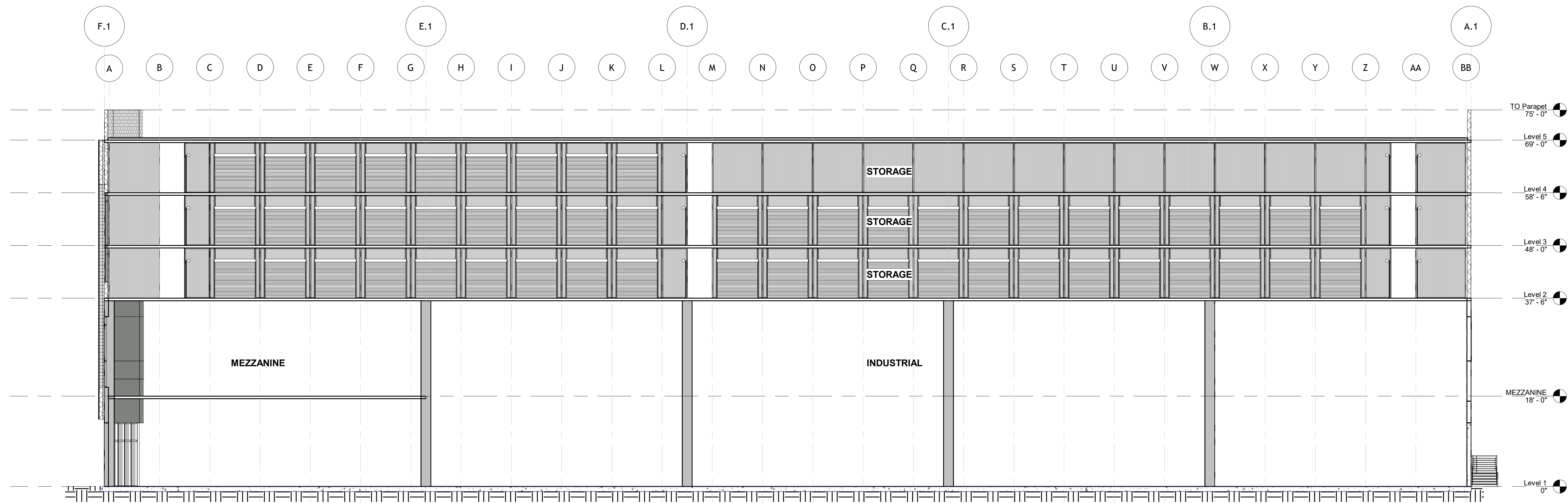
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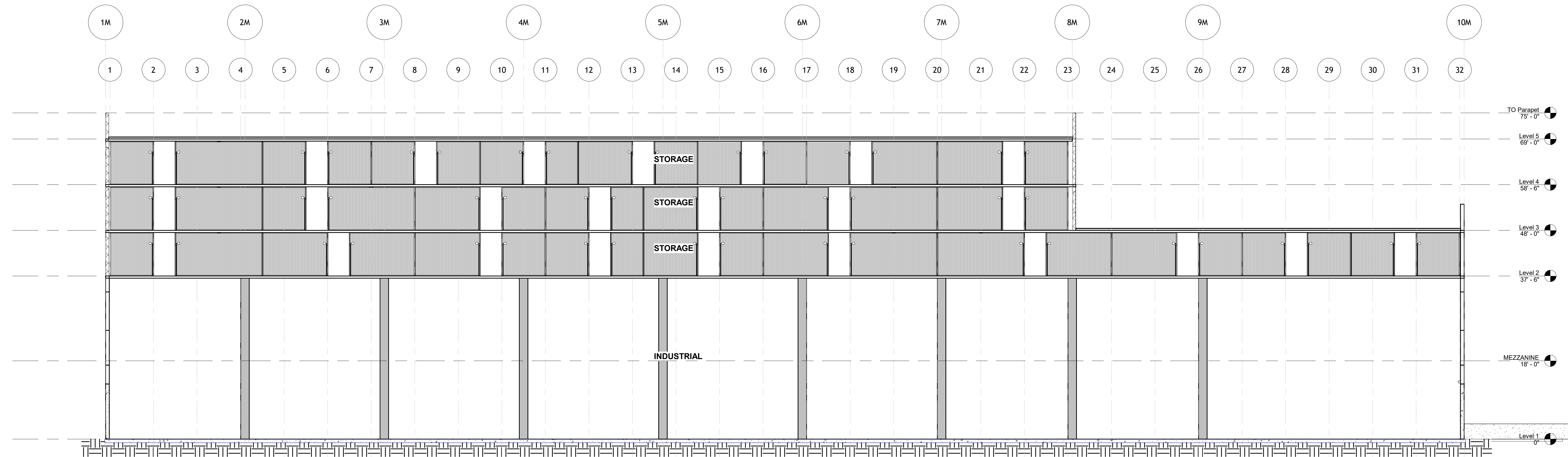
Schematic Design

OVERALL BUILDING ELEVATIONS

A402



1 NORTH/SOUTH SECTION
SCALE: 3/32" = 1'-0"



2 EAST/WEST SECTION
SCALE: 3/32" = 1'-0"



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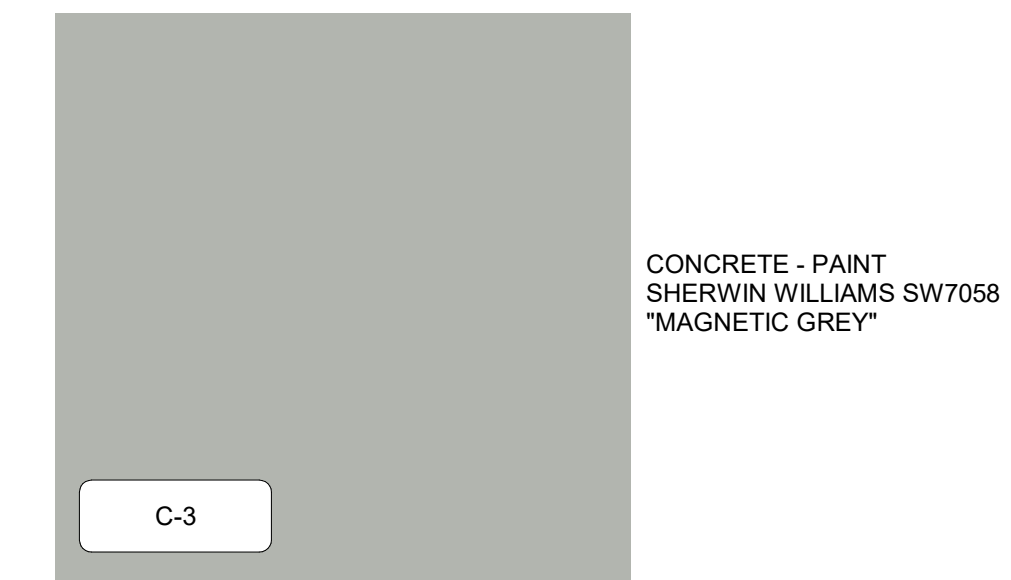
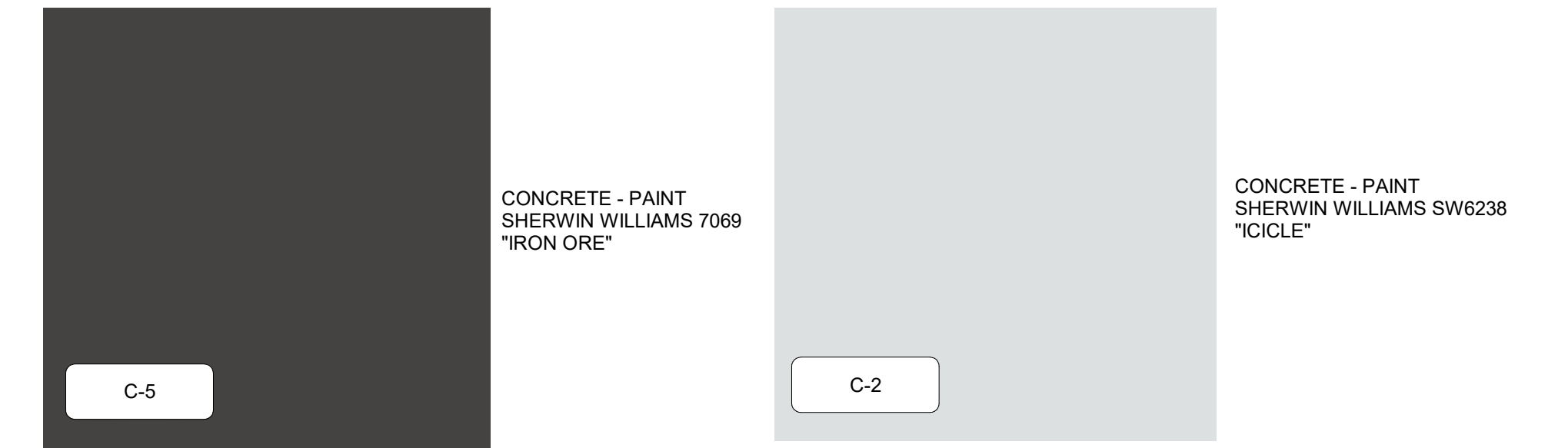
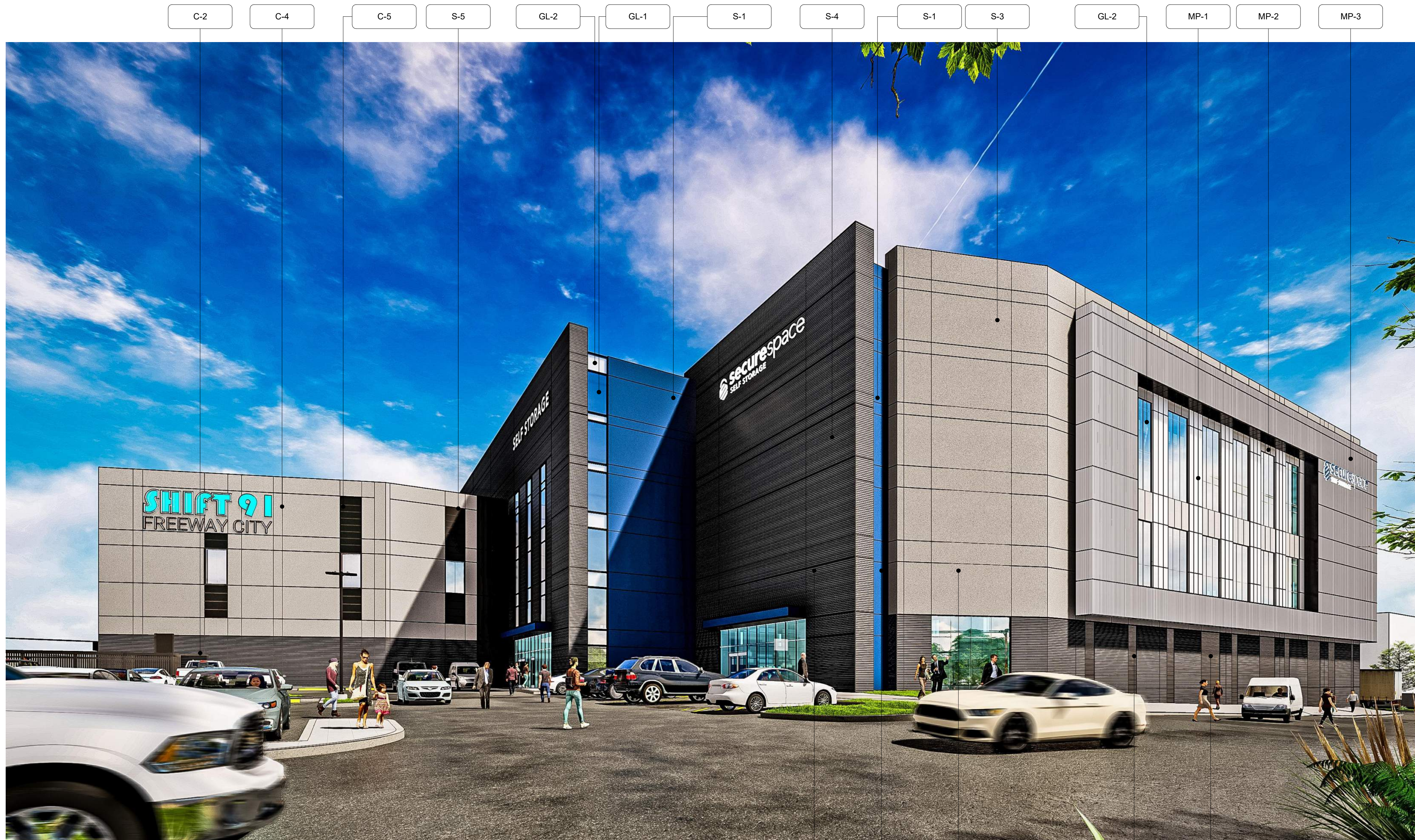
SECURE SPACE SELF STORAGE

1450 W ARTESIA BLVD, GARDENA, CA

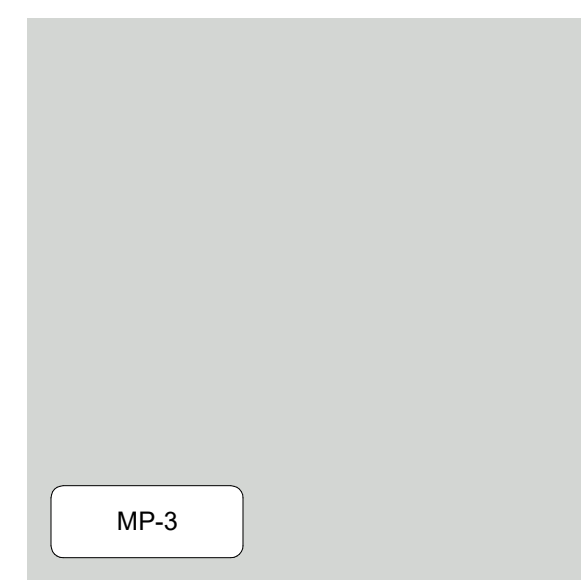
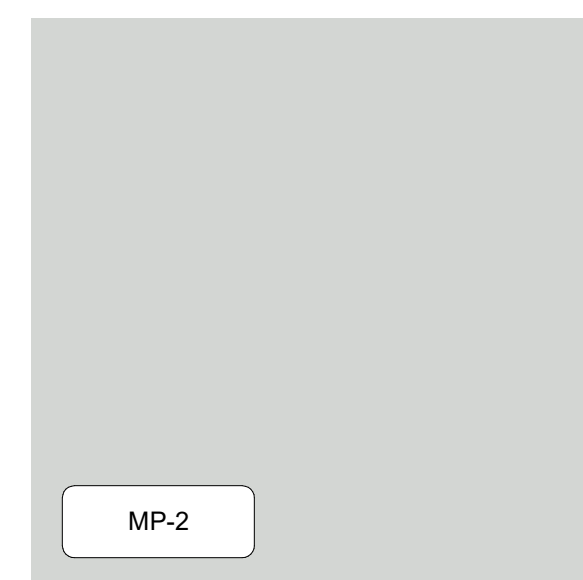
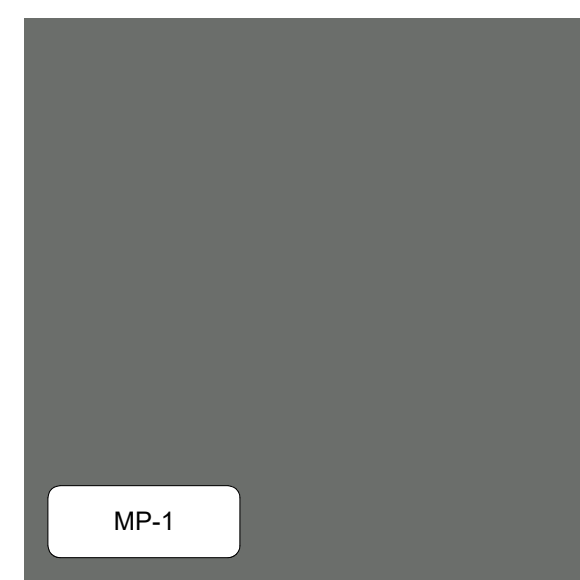
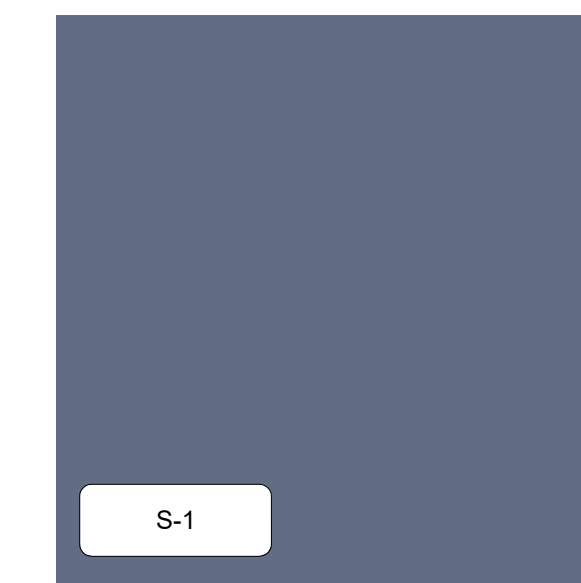
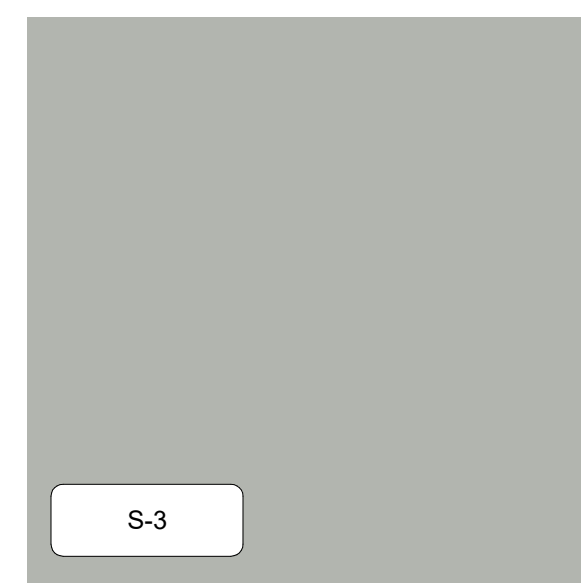
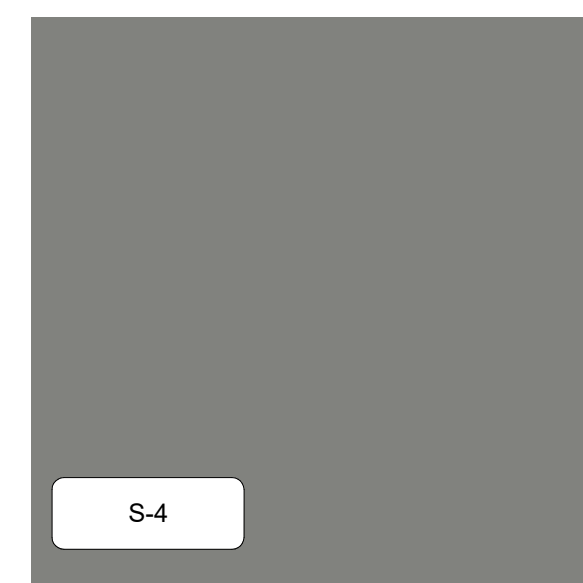
Schematic Design

BUILDING SECTIONS

A501



C-4 C-1 C-3 C-5 C-2



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SECURE SPACE SELF STORAGE

1450 W ARTESIA BLVD, GARDENA, CA

Schematic Design

MATERIAL BOARD

A901



PROJECT RENDERING 1



PROJECT RENDERING 2



PROJECT RENDERING 3



PROJECT RENDERING 4

EXHIBIT C

CITY OF GARDENA CONDITIONS OF APPROVAL FOR:

ENVIRONMENTAL ASSESSMENT #9-21; SPECIFIC PLAN #1-23; SITE PLAN REVIEW #5-21; AND DEVELOPMENT AGREEMENT #1-21

**1440, 1450, 1462, and 1472 Artesia Boulevard,
(APNs: 6106-036-010, -012, -034, -035, -036, -037)**

GENERAL CONDITIONS

- GC 1. The applicant accepts all of the conditions of approval set forth in this document and shall sign the acknowledgment. A copy of the signed document shall be submitted to the Community Development Department prior to issuance of any construction permit.
- GC 2. Development of this site shall comply with the requirements and regulations of Title 15 (Building and Construction), Title 17 (Subdivisions) and Title 18 (Zoning) of the Gardena Municipal Code, except as modified by the Specific Plan.
- GC 3. The applicant shall comply with all written policies, resolutions, ordinances, and all applicable laws in effect at time of the effective date of the development agreement. The conditions of approval shall supersede all conflicting notations, specifications, and dimensions which may be shown on the project development plans. The conditions of approval include any requirements set forth in the Development Agreement, regardless of whether they are specifically set forth herein.
- GC 4. The site plan layout shall be in accordance with the plans approved by the City Council as may be modified by these conditions of approval. The final completed project shall be in substantial compliance with the plans upon which the City Council based its decision, as modified by such decision.
- GC 5. In accordance with GMC Section 8.20.130.A, trash pick-up and other exterior facility cleaning activities shall be restricted to the hours of 7 a.m. to 6 p.m., Monday through Friday. These activities shall be prohibited during peak traffic hours.
- GC 6. In accordance with GMC Section 18.42.140, all mechanical equipment, plumbing lines, heating and cooling units and storage tanks and ductwork, roof or ground mounted, shall be incorporated into the building envelope or shall be screened on all sides with solid material so that no part of the equipment is above the enclosure or screening.
- GC 7. The applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any claims, actions or proceedings, damages, costs (including without limitation attorneys' fees), injuries, or liabilities against the City or its agents, officers, or employees arising out of the City's approval

of Environmental Assessment #9-21; Specific Plan #2-21; Lot Merger #1-21; Site Plan Review #11-21; and Development Agreement #1-21. The City shall promptly notify the applicant of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim, action, or proceeding, or if the City fails to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Although the applicant is the real party in interest in 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 of any obligation under this condition, including the payment of attorneys' fees.

- GC 8. The applicant shall comply with all mitigation measures set forth in the Mitigation Monitoring and Reporting Program adopted for the Project under Resolution No. 6693.

PLANNING

- PL1. The approvals granted herein shall be utilized within the time period that the Development Agreement is in effect. Utilization shall mean the issuance of building permits.
- PL2. These Conditions of Approval and the signed acknowledgement of acceptance shall be copied in their entirety and placed directly onto a separate plan sheet behind the cover sheet of the development plans prior to Building and Safety plan check submittal. Said copies shall be included in all development plan submittals, including revisions and the final working drawings.
- PL3. The applicant 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 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 controller, and consistent with the landscape plans approved by the City Council.
- PL4. The applicant shall submit a site lighting plan, with photometrics, for review and approval to the Community Development Department 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. All light fixtures shall further comply with the requirements of the specific plan. The plans shall demonstrate an average of 2-foot candles of light, with a minimum of 1-foot candle for all public and common areas.

- PL5. Colors and materials as shown on the development plans under Exhibit B, are approved. Deviation from colors and materials shall be processed in accordance with the procedures in the Specific Plan.
- PL6. A master sign program shall be submitted to the Community Development Director for administrative approval. The master sign program shall include identification and wayfinding signage throughout the Specific Plan Area.
- PL7. The applicant/developer shall place all mailboxes in accordance with U.S. Postal Regulations, as reviewed and approved by the Director of Community Development and the Gardena Postmaster prior to the issuance of a Certificate of Occupancy.
- PL8. The development shall comply with all development standards of the 1450 Artesia Specific Plan.
- PL9. 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.
- PL10. All landscaping shall be maintained 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 on private property shall be permitted to grow to their maximum height.
- PL11. The applicant shall maintain the building in good condition at all times and shall repaint the approved buildings and accouterments 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.
- PL12. The applicant shall submit a parcel map prepared by a qualified California civil engineer or licensed surveyor for the formal merger of the six parcels into a single lot, in compliance with GMC Title 17 and the Subdivision Map Act. The merger must be recorded on the property prior to the issuance of a certificate of occupancy.

PROJECT DESIGN FEATURES

- DF 1. The Project shall be designed to be all-electric and there shall be no connection to natural gas infrastructure.

- DF 2. The applicant shall ensure that the Final RAP, coordinated by ARC, is implemented prior to the commencement of construction. The portion of the project site overlapping the sump areas and the top of the engineered cap shall be paved and used as a parking lot, as depicted in Exhibit B.
- DF 3. The applicant will comply with all institutional controls that DTSC may require as part of the ongoing use of the site, except for those assigned to ARC as part of its Final RAP.
- DF 4. The applicant shall install a soil vapor barrier and ventilation systems beneath the proposed structure to prevent indoor soil vapor intrusion, in accordance with the guidelines outlined in the Vapor Intrusion Mitigation Advisory published by DTSC and CalEPA.

BUILDING & SAFETY

- BS1. The applicant shall comply with all applicable portions of the most current 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 including permits for Demolition, Grading, Building, Electrical, Plumbing, Mechanical, and Fences and Walls if required.
- BS3. The applicant shall comply with all conditions set forth by other departments and agencies, including but not limited to: Gardena Planning, Gardena Public Works, and Los Angeles County Fire Department.
- BS4. The applicant shall comply with the latest adopted Los Angeles County Fire Code and Fire Department requirements, as applicable.
- BS5. The applicant shall demonstrate that coverages has been obtained under California's General Permit for Stormwater Discharges Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number or other proof of filing shall be provided to the Chief Building Official and the City Engineer. Projects subject to this requirement shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the SWPPP shall be kept at the project site and be available for review on request. Best Management Practices shall be used during construction to prevent construction materials and soil from entering the storm drain.
- BS6. The applicant shall submit a Final Priority WQMP to the Building Division for review and approval. This plan shall be in conformance with all current NPDES requirements. The WQMP must implement Low Impact Development (LID) principles such that projects infiltrate, harvest, re-use, evaporation, or bio-treat

- storm water runoff. Sheet flowing storm-water, without filtering, is no longer acceptable.
- BS7. 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).
- BS8. A grading plan shall be submitted by the applicant/developer to the Building Official for review and approval. Grading shall be in substantial conformance with the proposed project plans.
- 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 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.
- BS11. The applicant shall prepare construction and demolition waste recycling plans for review and approval by the Building Division. The applicant shall enroll in the city's waste diversion program.
- BS12. The applicant shall post procedures and phone numbers at the construction site for notifying the City, local Police Department, and construction contractor (during regular construction hours and off- hours), along with permitted construction days and hours, complaint procedures, and who to notify in the event of a problem.
- BS13. The applicant shall notify neighbors and occupants within 300 feet of the project construction area at least 30 days in advance of anticipated times when noise levels are expected to exceed limits established in the noise element of the general plan or noise ordinance.
- BS14. The applicant/contractors shall adhere to the City's Labor Transparency regulations in accordance with Ordinance No. 1874. This requires, in part, contractors and subcontractors involved in the project to disclose any pending or final determinations related to state or federal labor violations, along with any penalties paid, within the past five years.
- BS15. The applicant shall designate an on-site construction complaint and enforcement manager for the project.

- BS16. The applicant shall ensure that all construction equipment is properly maintained per manufacturers' specifications and fitted with the best available noise suppression devices (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds silencers, wraps). All intake and exhaust ports on power equipment shall be muffled or shielded.

PUBLIC WORKS – ENGINEERING DIVISION

- 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 and the City and State Codes as applicable. This includes supplements thereto and City of Gardena Standard Drawings. All work shall be designed and signed by a registered Civil Engineer or other applicable professional license engineer(s).
- PW2. Before undertaking any Encroachment/Excavation within the public right of way, the applicant must first obtain the applicable permit from the Public Works Engineering Division.
- PW3. 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.
- PW4. 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.

- PW5. The applicant shall remove and replace all sidewalk, curb, gutter, driveway, and street signages fronting property along Artesia Boulevard. The applicant shall submit improvement plans to the City Public Works department that show all sidewalk structures plus, all incidental improvements such traffic markings, re-paint existing curbs, install traffic signs, curb drains, etc.
- PW6. The applicant submit improvement plans for trees to be located in the sidewalks on Artesia Boulevard to the City Public Works Department for review and approval.
- PW7. Prior to the issuance of demolition or construction permits, the applicant shall prepare and implement a construction management plan, which shall be reviewed and approved by the Public Works Director. The Public Works Director may revoke any approvals if significant impacts arise. The plan must ensure that pedestrian access remains unimpeded at all times and that no materials are staged in any public right-of-way.
- PW8. Pedestrian access to all surrounding public sidewalks shall be provided at all times, except during such times as improvements are being made to the sidewalks as required by these conditions.
- PW9. 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.
- PW10. The applicant shall provide Street Improvement Plans showing all requirements and submit them to the Public Works Department for review and approval. The Street Improvement Plan shall be stamped and signed by a Civil Engineer Registered in the state of California. As-built plan signed and stamped by the Engineer of Record shall be submitted to the 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.
- PW11. The applicant is responsible for all applicant permit, plan check, surety, and other incidental fees pertaining to the proposed project.

STANDARD CONDITIONS TO REDUCE IMPACTS (Gardena Municipal Code Section 18.42.210. C, D, and E)

- GMC1. 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.

- GMC2. 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 and full-time paleontological monitoring shall occur for the remainder of ground disturbance for the project.
- GMC3. If Native American or tribal cultural resources are found on the site, the applicant shall enter into a cultural resources treatment agreement with a local Native American tribe traditionally and culturally affiliated with Gardena that is acknowledged by the Native American Heritage Commission, which shall address the following:
- a. Treatment and disposition of cultural resources;
 - b. Designation, responsibilities, and participation of professional tribal monitors during grading, excavation and ground disturbing activities;
 - c. Project grading and development scheduling;
 - d. Terms of compensation for the tribal monitors;
 - e. Treatment and final disposition of any cultural resources, sacred sites, and human remains discovered on site;
 - f. Tribal monitor's authority to stop and redirect grading in order to evaluate the significance of any potential resources discovered on the property, and to make recommendations as to treatment; and
 - g. The applicant's agreement to relinquish ownership of all cultural resources, including all archaeological artifacts that are found on the project area, to the tribe for proper treatment and disposition; and the applicant's agreement that all tribal sacred sites are to be avoided and preserved.
- GMC4. In compliance with state law, if human remains are unearthed, the project developer, pursuant to State Health and Safety Code Section [7050.5](#), will contact the county coroner and ensure no further disturbance occurs until the

county coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section [5097.98](#).

- GMC5. If the remains are determined to be of Native American descent, the Native American Heritage Commission (NAHC) must be notified within twenty-four hours.
- GMC6. Construction, grubbing, brushing, or tree removal shall be conducted outside of the state identified nesting season for migratory birds (typically March 15th through September 1st) if possible. If construction is conducted during nesting season, a pre-construction nesting bird survey shall be conducted within and immediately adjacent to the project site by a qualified professional biologist no more than seven days prior to the beginning of any project-related physical activity that is likely to impact migratory birds. If active nests are found during the pre-construction nesting bird survey, a nesting bird plan (NBP) shall be prepared by a qualified biologist and implemented during construction. At a minimum, the NBP shall include guidelines for addressing active nests, establishing buffers, monitoring, and reporting. The size, location and duration of all buffer zones, if required, shall be based on the nesting species, nesting stage, nest location, its sensitivity to disturbance, and intensity and duration of the disturbance activity. The buffers shall be maintained until the breeding season has ended or until a qualified professional biologist has determined that the birds have fledged and are no longer reliant upon the nest or parental care for survival.

GOLDEN STATE WATER COMPANY

- GS1. The applicant shall contact Golden State Water Company for review of the existing water main once Los Angeles County Fire Department has issued their fire protection requirements on the project to initiate application for new service installation.

LOS ANGELES COUNTY FIRE DEPARTMENT

- FD1. The applicant shall submit plans and specifications to the County of Los Angeles Fire Department Fire Prevention Engineering Section Building Plan Check Unit for review prior to building permit issuance.

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.

1450 Artesia Acquisition Company LLC, certifies that it has read, understood, and agrees to the Project Conditions listed herein.

1450 Artesia Acquisition Company LLC, Representative

By _____

Dated _____

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF GARDENA
1700 W. 162nd Street
Gardena, California 90247

Space Above Reserved for Recorder's Use

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

DEVELOPMENT AGREEMENT
BY AND AMONG
THE CITY OF GARDENA
AND
1450 ARTESIA ACQUISITION COMPANY LLC

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

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DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is made and entered into by and among the CITY OF GARDENA, a municipal corporation (“City”) and 1450 ARTESIA ACQUISITION COMPANY LLC, a Delaware Limited Liability Corporation authorized to do business in California (“Developer”) as of this 11th day of March, 2025. City and Developer are referred to hereinafter individually as “Party” and collectively as “Parties.” In consideration of the mutual covenants and agreements contained in this Agreement, City and Developer agree as follows:

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

“Applicable Rules” mean:

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

“Approval Date” means March 11, 2025, the date on which the last of the Project Approval applications were approved by the City Council.

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

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

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

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

“City” means the City of Gardena, a municipal corporation.

“City Council” means the City Council of the City of Gardena.

“Developer” means 1450 Artesia Acquisition Company LLC, a Delaware Limited Liability

Corporation authorized to do business in California, and its transferees, assigns and successors in interest.

“Development Standards” mean the design and development standards that are applicable to the Project as set forth in the Specific Plan.

“Director” means the Director of Community Development or his designee.

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

“Enabling Ordinance” means Ordinance No, _____, approving this Development Agreement.

“Future Approvals” mean such subsequent discretionary and ministerial entitlements and permits, which are required to develop the Project in addition to the Project Approvals, and which are applied for by the Developer and approved by the City. Once approved, a Future Approval becomes part of the Project Approvals.

“GMC” means the Gardena Municipal Code.

“Party” means the City or the Developer.

“Parties” shall mean both the City and the Developer.

“Person” means a natural person or any entity.

“Project” means the development of the Property in accordance with the Project Approvals.

“Project Approvals” mean:

- Final Environmental Impact Report (FEIR) No. _____, as certified by Resolution No. _____ on February 25, 2025;
- Mitigation Monitoring and Reporting Program for FEIR No. _____, as certified by Resolution No. _____ on February 25, 2025;
- 1450 Artesia Boulevard Specific Plan No. _____, as adopted by Ordinance No. _____ on March 11, 2025;
- Zone Text Amendment No. _____, as approved by Ordinance No. _____ on March 11, 2025
- Lot Merger and Parcel Map No. _____, as approved by Resolution No. _____ on _____, 2025
- Site Plan Review _____, as approved by Resolution No. _____ on _____, 2025;
- This Development Agreement No. _____, as approved by Ordinance No. _____ on March 11, 2025.

“Property” collectively refers to the approximately 6.34 acres of land located at the

southwest corner of Artesia and Normandie Boulevards in the City of Gardena, as further described in Exhibit A, attached hereto, and incorporated herein by reference.

“Site Plan” refers to the development plan for the Property as shown on Exhibit B, attached hereto, and incorporated herein by reference.

“Specific Plan” means the 1450 Artesia Specific Plan.

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

“Term” shall have the same meaning ascribed to it in Section 4.9 hereof.

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

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

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

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

2.3 Developer desires to redevelop the Property in accordance with the Project Approvals, the Applicable Rules and this Agreement.

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

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

2.6 The Project is consistent with the City’s General Plan designation of Specific Plan and the zoning of 1450 Artesia Specific Plan.

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

2.7.1 Redevelop an underutilized, blighted and environmentally impacted property with economically vibrant industrial and commercial uses and a state of the art, aesthetically pleasing design and functionality along a major development corridor within the City;

2.7.2 Develop appropriate uses in an area with a legacy of contamination in a manner that protects human health and the environment and allows for continued monitoring of remediated areas;

2.7.3 Produce short-and long-term jobs during the Proposed Project's construction and operations phases;

2.7.4 Generate business license, property and sales tax revenues for the City to enhance its services to the community and infrastructural improvements;

2.7.5 A one-time contribution of one million dollars to the City's General Fund which the City may use for any public purpose benefiting its residents;

2.7.6 Provide the City with space to hold community events;

2.7.7 Develop uses that are compatible with the Project Site's historic industrial operations and surrounding uses along the Artesia Boulevard Corridor;

2.8 On February 4, 2025, the Planning Commission of the City commenced a duly noticed public hearing on the Project Approvals. At the conclusion of the hearing, the Planning Commission recommended that the City Council approve the Project Approvals.

2.9 On February 25, 2025, the City Council commenced a duly noticed public hearing on the Project Approvals. Prior to approving this Agreement by the Enabling Ordinance, the City Council adopted Resolution No. [REDACTED] certified the FEIR.

2.10 All of the Property is subject to this Agreement.

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

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

3.2 Rights to Assign and Transfer. Developer may assign or transfer its rights and obligations under this Agreement with respect to the Property, or any portion thereof, to any Person

at any time during the term of this Agreement without approval of the City. For purpose of this Agreement, the Transferee must be considered the “owner” of that portion of the Property which is covered by such transfer.

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

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

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

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

4.2 Entitlement to Develop. The Developer is granted the vested right to develop the Project subject to the Applicable Rules, the Project Approvals, and any Future Approvals during the Term.

4.3 Building Regulations. Notwithstanding Section 4.4 below, all construction on the Property shall adhere to the Building Regulations in effect at the time an application for a building permit is submitted and to any federal or state building requirements that are then in effect at such time. Additionally, nothing in this Agreement prevents the City from applying “standard specifications” for public improvements (e.g., streets, storm drainage, parking lot standards,

driveway widths), as the same may be adopted or amended from time to time by the City, provided that the provisions of any such standards and specifications apply only to the extent they are in effect on a Citywide basis and so long as they do not conflict with the provisions of the Project Approvals and this Agreement.

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

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

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

4.5.2 Except as otherwise provided in this Agreement, and specifically excluding fees set by entities not controlled by the City that are collected by the City, the City can only charge and impose those fees and exactions, including, without limitation, dedication and any other fee relating to development or the privilege of development, which are in effect on a City-wide basis as of the Effective Date.

4.5.3 This Section 4.5 shall not be construed to limit the authority of the City to charge normal and customary application, processing, and permit fees, including legal and environmental processing costs, for land use approvals, building permits and other similar permits, for Future Approvals, which fees are designed to reimburse City's actual expenses attributable to such application, processing and permitting and are in force and effect on a City-wide basis at such time as applications for such approvals are filed with the City. Notwithstanding any term to the contrary in this Section 4.5.3, the Developer shall not be required to pay any new impact fees that are not in effect on the Effective Date.

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

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

Agreement.

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

4.8 Moratorium.

4.8.1 The City shall not impose a moratorium on the Property unless such is necessary to protect a significant threat to the immediate health, safety and welfare of the City based on substantial evidence in the record; provided, however, that: (i) any such moratorium shall last only as long as necessary to eliminate or prevent such a threat and shall terminate upon the elimination or termination of such a threat, and (ii) the Term (as defined in Section 4.9 hereof), including any extension thereof under Section 4.9 hereof, shall extend for a period of time equal to the duration of any such moratorium imposed.

4.8.2 Except as provided in Section 4.8.1 above, no City-imposed moratorium or other limitation (whether relating to the rate, timing or sequencing of the development or construction of all or any part of the Property, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the City Council, an agency of the City, the electorate or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), building permits, occupancy certificates, or other entitlements to use or service (including, without limitation, water and sewer), approved, issued or granted within the City, or portions of the City, applies to the Property to the extent such moratorium or other limitation is in conflict with this Agreement. However, the provisions of this Section do not affect the City's compliance with moratoria or other limitations mandated by federal or state governmental agencies or court-imposed moratoria or other limitations.

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

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

4.11 Future Approvals. Applications for Future Approvals will be processed by the City in accordance with the City procedural rules under the Applicable Rules. The City may deny an application for a Future Approval only if such application does not substantially comply with this Agreement or the Applicable Rules (provided, however, that inconsistency with the Project Approvals shall not constitute grounds for denial of a Future Approval which is requested by the Developer as an amendment to that Project Approval). The City may approve an application for such a Future Approval subject to any conditions necessary to bring the Future Approval into compliance with this Agreement or the Applicable Rules, or as necessary to make this Future Approval consistent with the Project Approvals. If the City denies any application for a Future Approval, the City must specify in writing the reasons for such denial, the City shall have substantial evidence supporting such a denial, and it may suggest a modification which would be approved. Any such specified modifications must be consistent with this Agreement and the Applicable Rules, including the Project Approvals, and the City shall approve the application if it is subsequently resubmitted for the City review and addresses the reason for the denial in a manner that is consistent with this Agreement and the Applicable Rules, including the Project Approvals

4.11.1 Minor Modifications to Project. The Developer may make minor changes to the Project and Project Approvals (“Minor Modifications”) without the need to amend this Agreement upon the administrative approval of the Director.

(a) Minor Modifications include:

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

(ii) A “minor” modification to the Specific Plan as identified in Section 8.6 thereof; and

(iii) any other change that does not qualify as a Major Modification as defined below.

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

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

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

(a) Any change which constitutes a “significant” modification to the Specific Plan as identified in Section 8.6 thereof; or

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

4.12 Site Plan Review. Any change to the site plan shall require Site Plan Review approval in accordance with Chapter 18.44 of the Gardena Municipal Code unless any such change constitutes a Minor Modification under Section 4.11.1.(a)(i) hereof.

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

5. Developer Agreements.

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

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

5.2 Development Fees. No City development fees apply to the Project, and no development impact fees that the City may adopt during the Term shall apply to the Project.

5.3 Maintenance Obligations. The Developer shall maintain all portions of the Property in its possession or control, and any improvements thereon, in a first class clean, neat, and orderly manner. The Parties' respective maintenance obligations shall survive any termination or expiration of this Agreement, except that Developer's maintenance obligations shall terminate upon a transfer of its complete interest in the Property to a third party, whereupon the maintenance obligation becomes an obligation of the third party acquiring that interest.

5.4 Sales and Use Tax.

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

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

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

5.5 Public Benefits. Developer agrees to provide the following public benefits to the City in consideration of the City entering into this Development Agreement:

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

5.5.2 One-Time Payment. Developer shall make a one-time payment to the City in the amount of one million dollars (\$1,000,000) which money shall be used for any public purpose deemed desirable by the City Council. Payment shall be made prior to Developer receiving a certificate of occupancy for any part of the building.

5.5.3. Use of Premises for Special Events. Developer shall allow the City to make use of an approximately 36,000 square foot portion of the property as depicted on Exhibit E attached hereto (the "Special Event Area") for special events ("Special Events") to be held approximately two to three times per month which shall not exceed 36 times per year, and limited

to Saturday and Sunday events between 7 AM and 10 PM with expected attendance up to 250 attendees; clean-up may take place after 10 PM. City shall not permit any attendee, City elected or appointed official or employee, contractor, vendor or any other person present at any of such Special Events to: (i) interfere with or disrupt the business operations or use of the Property by Developer, any of its tenants, or any principal, officer, manager, employee, invitee, vendor or contractor of Developer or any of its tenants, (ii) interfere or tamper with, damage, impair or alter any of the elements or features of the Final Remedial Action Plan approved by the California Department of Toxic Substances Control on July 17, 2022, or (iii) park any vehicle in any of the Property's parking spaces or in any other area of the Property outside of the Special Event Area as depicted on Exhibit E. The Parties shall enter into an agreement that provides the terms and conditions for providing access to Special Events substantially in the form of Exhibit F attached hereto (the "Access Agreement"), which access shall commence upon issuance of a certificate of occupancy. The terms and conditions of Special Events in this Section 5.5.3 may be modified in writing upon the mutual agreement by City and Developer and the approval of the Director as a Minor Modification pursuant to Section 4.11.1 hereof. City shall provide Developer and each of its tenants a minimum of fourteen (14) calendar days' notice of its intent to hold a Special Event so that Developer may coordinate with its tenants to make sure that business operations do not interfere with the City's Special Events. The City shall be responsible for sponsoring, securing, and monitoring Special Events. Security and public services during Special Events shall be the City's responsibility. This subsection 5.5.3 shall survive termination of this Development Agreement subject to the terms and conditions of the Access Agreement.

5.5.3.1 During the time of the Special Events, truck traffic to the distribution/warehouse use will be rerouted so that trucks will not have access to the eastern and northern portion of the circulation lanes. The City shall be required to install a temporary barrier prohibiting such use and requiring trucks to exit in the direction that they entered.

5.5.3.2 During the time of the Special Events, the City may install temporary physical barriers to prevent vehicles from entering the drive aisles near the Special Events, provided that access is still provided to the parking areas for the self-storage uses.

5.5.3.3 Developer shall construct a 10 foot by 20 foot storage building of 200 square feet for City storage use of all items related to the special events including barricades, tables and chairs at no cost to the City. City shall provide, pay and be solely responsible for all such items, except that Developer shall maintain this storage space in a manner that prevents damage to such items while stored in this storage space. Developer shall bear no responsibility or liability for maintaining, repairing or replacing any such item stored in this storage space. The storage area shall be built in the general location as shown on Exhibit E, shall be slab on grade, built out of CMU, and equipped with a steel door and LED motion sensor lights on the inside. The building shall be designed to be compatible with the Project. The final plans shall be reviewed and approved by the Director of Community Development. Developer shall be responsible for the long-term maintenance of the storage area. This provision shall survive the term of this Development Agreement and shall be subject to the terms and conditions of the Access Agreement.

6. City Agreements.

6.1 Expedited Processing. The City shall process for review and approval, at Developer's expense, in an expedited manner, all applications or requests for plan checking, excavation, grading, building, encroachment and street improvement permits, inspections and Certificates of Occupancy, utility connection authorizations, and other ministerial permits or approvals necessary, convenient or appropriate for the grading, excavation, construction, development, improvement, use and occupancy of the Project. Without limiting the foregoing, if requested by Developer and at Developer's expense, the City agrees to utilize private plan checkers in addition to those already under contract with the City and any other available means to expedite the processing of Project applications, including concurrent processing of such applications by various City departments.

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

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

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

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

7. Modification/Suspension.

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

thereof upon the Agreement, the provisions hereof shall be restored to their full original effect.

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

8. Demonstration of Good Faith Compliance.

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

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

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

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

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

8.6 Public Notice of Finding. Any appeal of the Director’s determination pursuant to

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

8.7 Failure of Periodic Review. The City's failure to review, at least annually, compliance by the Developer with the terms and conditions of this Agreement shall not constitute or be asserted by any Party as a breach by any other Party of this Agreement. If the City fails to provide the City Report by fourteen (14) days before each annual anniversary of the Effective Date, Developer will be deemed to be in good faith compliance with this Agreement for that Review Period.

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

10. Default Provisions.

10.1 Default. Either Party to this Agreement shall be deemed to be in "Default" under this Agreement if it materially breaches any of the provisions of this Agreement and the same is not cured within the time set forth in a written notice of violation (the "Notice of Violation") from the non-breaching Party to the breaching Party, which period of time shall not be less than twenty (20) days for monetary breaches, and not less than sixty (60) days for non-monetary breaches from the date that the notice is deemed received, provided if the breaching Party cannot reasonably cure a non-monetary breach within the time set forth in the notice, then the breaching Party shall not be in Default if it commences to cure the breach within such time limit and diligently effects such cure thereafter. If the City determines that a Default by Developer may have occurred, the City shall give written notice to the Developer of its intention to terminate this Agreement and comply with the notice and public hearing requirements of Government Code Sections 65867 and 65868. At the time and place set for the hearing on termination, the Developer shall be given an

opportunity to be heard. If the City Council finds, based upon the evidence, that the Developer is in Default under this Agreement, the City Council may modify or terminate this Agreement. If Developer initiates a resolution of dispute in accordance with the provisions of Section 10.4 below within sixty (60) days following the City Council's determination that Developer is in Default under this Agreement, the City Council's decision to modify or terminate this Agreement is stayed until the issue has been resolved through informal procedures, mediation, or court proceedings.

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

10.3 Remedies for Default. The Parties agree that upon a default by a Party the other Party shall have all rights and remedies provided herein or by applicable law, which shall include but not be limited to compelling the specific performance of the defaulting Party's obligations under this Agreement, provided that the non-defaulting Party complies with the Notice of Violation requirements in Sections 10.1 and 10.2 hereof. No modification or termination of this Agreement pursuant to Section 10.1 hereof shall invalidate or affect in any manner any of the other Project Approvals.

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

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

11. Mortgagee Protection. This Agreement shall not prevent or limit the Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvements thereon by any mortgage, deed of trust or other security device. The City acknowledges that the lender(s) providing such financing ("Mortgagee") may require certain Agreement interpretations and agrees, upon request, from time to time, to meet with the Developer and representatives of such lender(s) to provide within a reasonable time period the City's response to such requested interpretations. The City will not unreasonably withhold its consent to any such

requested interpretation, provided that such interpretation is consistent with the intent and purposes of this Agreement. Any Mortgagee of a mortgage or a beneficiary of a deed of trust or any successor or assign thereof, including, without limitation, the purchaser at a judicial or non-judicial foreclosure sale, or a person or entity who obtains title by deed-in-lieu of foreclosure on the Property shall be entitled to the following rights and privileges:

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

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

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

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

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

extend the Term of this Agreement.

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

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

13. Administration of Agreement.

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

13.2 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between City and Developer. During the Term of this Agreement, clarifications to this Agreement and the Applicable Rules may be appropriate with respect to the details of performance of City and Developer. If and when, from time to time, during the term of this Agreement, City and Developer agree that such clarifications are necessary or appropriate, they shall effectuate such clarification through a memorandum approved in writing by City and Developer (the "Operating Memoranda"), which, after execution, shall be attached hereto and become part of this Agreement and the same may be further clarified from time to time as necessary with future written approval by City and the Developer. Operating Memoranda are not

intended to and shall not constitute an amendment to this Agreement but are mere ministerial clarifications, therefore, public notices and hearings are not required. The City Attorney shall be authorized, upon consultation with, and approval of, the Developer, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment hereof which requires compliance with the provisions of Section 14 below. The authority to enter into such Operating Memoranda is hereby delegated to the Director, and the Director is hereby authorized to execute any Operating Memoranda hereunder without further City Council action. A minor change to the Specific Plan as set forth in Section 8.6 thereof does not require an amendment to this Agreement.

13.3 Certificate of Performance. Upon the completion of the Project, or the completion of development of any parcel within the Project, or upon completion of performance of this Agreement or its earlier revocation and termination, the City shall provide the Developer, upon the Developer's request, with a statement ("Certificate of Performance") evidencing said completion or revocation and the release of the Developer from further obligations hereunder, except for any ongoing obligations hereunder. The Certificate of Performance shall be signed by the appropriate agents of the Developer and the City and shall be recorded in the official records of Los Angeles County, California. Such Certificate of Performance is not a notice of completion as referred to in California Civil Code § 3093.

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

15. Indemnification/Defense.

15.1 Indemnification. The Developer agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of the Project, this Agreement, Developer's performance of this Agreement, and all procedures with approving this Agreement (collectively, "Discretionary Approvals"), except to the extent such is a result of: (i) any claims arising from or in connection with Special Events that are not due to Developer's sole negligence or intentional misconduct, or (ii) the City's sole negligence or intentional misconduct. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Discretionary Approvals, Developer agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise, except to the extent such action is a result of the City's sole negligence or intentional misconduct. For purposes of this Section, "the City" includes the City of Gardena's elected officials, appointed officials, officers, consultants, and employees.

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

16. Cooperation in the Event of Legal Challenge.

16.1 Third-Party Challenges. In the event of any administrative, legal, or equitable action or other proceeding instituted by any person or entity not a party to the Agreement challenging the validity of any provision of this Agreement, challenging any Approval, or challenging the sufficiency of any environmental review of either this Agreement or any Approval under CEQA (each a “Third-Party Challenge”), each party must cooperate in the defense of such Third-Party Challenge, in accordance with this Section. Developer agrees to pay City’s costs of defending a Third-Party Challenge, including all court costs and reasonable attorney’s fees expended by City (including the time and cost of the City Attorney so long as the City Attorney is not an employee of the City) in defense of any Third-Party Challenge. Developer may select its own legal counsel to represent Developer’s interests in any Third-Party Challenge at Developer’s sole cost and expense. City agrees that it will not enter into a settlement agreement to any Third-Party Challenge without Developer’s written consent. Developer’s obligation to pay City’s costs in the defense of a Third-Party Challenge shall not extend to those costs incurred on appeal, if Developer notifies the City in writing that it does not wish to pursue the appeal.

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

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

16.2.2 City’s costs of defending any Third-Party Enforcement Action, including all court costs, and reasonable attorney’s fees expended by City (including the time and cost of the City Attorney so long as the City Attorney is not an employee of the City) in defense of any Third-Party Enforcement Action (the “Enforcement Action Defense Costs”), will be paid in accordance with this Agreement. The Enforcement Action Defense Costs shall extend to, and Developer will be obligated to pay, any costs incurred on appeal unless Developer notifies the City in writing that

it does not wish to pursue the appeal.

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

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

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

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

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

If to City: City of Gardena
1700 W. 162nd Street
Gardena, CA 90247
Attention: City Manager
Phone: 310-217-9503
E-mail: cosorio@cityofgardena.org

With a Copy to: City of Gardena
1700 W. 162nd Street
Gardena, CA 90247
Attention: Community Development Director
Phone: 310-217-9546
E-mail: gtsujiuchi@cityofgardena.org

With a Copy to: City Attorney's Office
1700 W. 162nd Street
Gardena, CA 90247

Attention: Carmen Vasquez and Lisa Kranitz
Phone: 310-217-9503
E-mail: lkranitzlaw@gmail.com
cv@jones-mayer.com

If to Developer: 1450 Artesia Acquisition Company LLC

2015 Manhattan Beach Boulevard, Suite 104
Redondo Beach, CA 90278
Attention: Charles Brown
Telephone: (704) 430-7037
E-mail: chip@insitepg.com

With a Copy to:

Fernando Villa
Manatt Phelps & Phillips, LLP
2049 Century Park East, Suite 1700
Los Angeles, CA 90067
Phone: 310-312-4389
E-mail: fvilla@manatt.com

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

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

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

22. Supersession of Subsequent Laws of Judicial Action. The provisions of this Agreement must, to the extent feasible, be modified or suspended as may be necessary to comply with any new State or federal law or decision issued by a court of competent jurisdiction, enacted or made after the effective date which prevents or precludes compliance with one or more provisions of

this Agreement. Immediately after enactment of any such new law, or issuance of such decision, the parties must meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement.

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

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

25. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole benefit of the Parties and their successors in interest. No other person or party shall have any right of action based upon any provision of this Agreement.

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

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

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

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

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

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

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

33. Not a Public Dedication. Except as otherwise expressly provided herein, nothing herein contained shall be deemed to be a gift or dedication of the Property, or of the Project, or any portion thereof, to the general public, for the general public, or for any public use or purpose whatsoever, it being the intention and understanding of the Parties that this Agreement be strictly limited to and for the purposes herein expressed for the development of the Project as private property. The Developer shall have the right to prevent or prohibit the use of the Property, or the Project, or any portion thereof, including common areas and buildings and improvements located thereon, by any person for any purpose which is not consistent with the development of the Project. Any portion of the Property conveyed to the City by the Developer as provided herein shall be held and used by the City only for the purposes contemplated herein or otherwise provided in such conveyance, and the City shall not take or permit to be taken (if within the power or authority of the City) any action or activity with respect to such portion of the Property that would deprive the Developer of the material benefits of this Agreement, or would in any manner interfere with the development of the Project as contemplated by this Agreement.

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

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

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

CITY:

City of Gardena, a municipal corporation

By: _____
Tasha Cerda, Mayor

ATTEST:

Mina Semenza, City Clerk

APPROVED AS TO FORM:

By: _____
Carmen Vasquez, City Attorney

DEVELOPER:

1450 Artesia Acquisition Company LLC

By: _____
Charles Brown

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

SITE PLAN

EXHIBIT C

ASSIGNMENT AND ASSUMPTION AGREEMENT

Recording Requested By and

When Recorded Mail To:

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (“Agreement”) is made and entered into by and among 1450 ARTESIA ACQUISITION COMPANY LLC, a Delaware Limited Liability Corporation (“Assignor”), and _____, a _____ (“Assignee”).

RECITALS

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

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

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

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

THEREFORE, the parties agree as follows:

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

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

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

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

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

"ASSIGNOR"

1450 ARTESIA ACQUISITION COMPANY
LLC

"ASSIGNEE"

[REDACTED]

RECEIPT BY CITY

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

	<p>CITY OF GARDENA</p> <hr/> <p>By: _____ Community Development Director</p>
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[EXHIBITS "A" THROUGH "C" TO BE ADDED AT EXECUTION]

EXHIBIT D

LOCAL HIRING/LOCAL BUYING PROGRAM FOR CONSTRUCTION

Local Hiring Policy for Construction. Developer shall implement a local hiring policy (the “Local Hiring Policy”) for construction of the Project, consistent with the following guidelines:

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

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

Local Buying Program for Materials and Supplies.

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

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

EXHIBIT E
CITY EVENT SPACE

EXHIBIT F
ACCESS AGREEMENT BETWEEN THE CITY AND DEVELOPER

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF GARDENA
1700 W. 162nd Street
Gardena, California 90247

Space Above Reserved for Recorder's Use

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

ACCESS AGREEMENT

This access agreement (this "**Agreement**") is entered into between the CITY OF GARDENA ("**City**") and 1450 ARTESIA ACQUISITION COMPANY LLC ("**Owner**"). Owner owns the property identified in **Exhibit A** attached hereto (the "**Property**"). City and Owner are referred to individually as "**Party**" and collectively as the "**Parties.**" This Agreement is with respect to the property covered by the Artesia Corridor Specific Plan as more particularly described in Exhibit A, attached hereto.

Section 1. Grant of Access and Storage Building. For good and valuable consideration which the parties hereby acknowledge the receipt and sufficiency thereof, subject to the terms of this Agreement, Owner hereby agrees to grant City access to and use of an approximately 36,000 square foot portion of the Property, as depicted in Exhibit B attached hereto (the "**Special Event Area**") for special events ("**Special Events**") to be held approximately two to three times per a month which shall not exceed 36 times per year, and limited to Saturday and Sunday events between 7 AM and 10 PM with expected attendance up to 250 attendees. Clean-up operations may take place after this time. City shall provide Owner and each of its tenants a minimum of fourteen (14) calendar days' notice of City's intent to hold a Special Event, so that Owner may coordinate with its tenants to make sure that business operations do not interfere with the City's Special Events. City shall be responsible for sponsoring, securing, and monitoring Special Events. Security and public services during Special Events shall be the City's responsibility.

- (a) During the time of the Special Events, truck traffic to the distribution/warehouse uses of the Property will be rerouted so that trucks will not have access to the eastern and northern portion of the circulation lanes. The City shall be required to install a temporary barrier prohibiting such use and requiring trucks to exit in the direction that they entered.
- (b) During the time of the Special Events, the City may install temporary physical barriers to prevent vehicles from entering the drive aisles near the Special Events, provided that access is still provided to the parking areas for the self-storage uses of the Property.
- (c) Owner shall provide storage space on the Property for City storage use of all items related to the Special Events including barricades, tables and chairs in accordance with the terms of the Development Agreement entered into by the Parties dated March __, 2025 (the "**Development Agreement**"). City shall provide, pay and be solely responsible for all such items, except that Owner shall maintain this storage

space in a manner that prevents damage to such items while stored in this storage space. Owner shall bear no responsibility or liability for maintaining, repairing or replacing any such item stored in this storage space.

Section 2. Conditions of and General Limitations on Special Events. Special Events may be conducted only within the Special Event Area and only between the hours of 7:00 a.m. to 10:00 p.m. Pacific Time. All Special Events shall be undertaken at City's sole cost and expense. Owner reserves the right, at Owner's expense, to have its personnel accompany City and any person or entity acting on City's behalf at all times during its Special Events. City may access the Storage Building at any time.

Section 3. Secure Special Event Area. In connection with any Special Events City shall, and shall cause any person or entity acting on its behalf, to properly secure the Special Event Area to prevent material harm or disruption to Owner or Owner's tenants, employees, agents, licensees and invitees. City shall, and shall cause any person or entity acting on its behalf, to keep any equipment used or brought onto the Property under its complete control at all times. All such equipment shall be used on the Property at the sole risk of City. Except as provided in Section 1(c) hereof and in the Development Agreement by and among the City and Owner, dated March 11, 2025 (the "**Development Agreement**"), neither City nor any person or entity acting on City's behalf may store equipment on the Property when not conducting Special Events without Owner's written prior consent, which Owner may withhold in its sole and absolute discretion.

Section 4. Compliance with Laws. City shall comply with all applicable federal, state and local laws and regulations in performing the Special Events, including but not limited to any and all applicable federal, state or local statutes, ordinances, regulations, orders, directives or other legal requirements relating to the protection of the environment or to the handling, treatment, storage, or disposal of Hazardous Substances (collectively, "**Environmental Laws**"). As used in this Agreement, "**Hazardous Substances**" include any hazardous substances, hazardous material, hazardous waste, regulated substance, or toxic substance, as defined by any Environmental Law, and any chemicals, pollutants, contaminants, petroleum, petroleum products or constituents, petroleum derivatives or metabolites or degradation products, or oil.

Section 5. Duty to Repair and Minimize Disruption. During its Special Events, City shall not permit any attendee, City elected or appointed official or employee, contractor, vendor or any other person present at any of such Special Events to: (i) interfere with or disrupt the business operations or use of the Property by Owner, any of its tenants, or any principal, officer, manager, employee, invitee, vendor or contractor of Owner or any of its tenants other than the truck access as specified in Section 1(a) hereof, (ii) interfere or tamper with, damage, impair or alter any of the elements or features of the Final Remedial Action Plan pertaining to the Property approved by the California Department of Toxic Substances Control on July 17, 2022, or (iii) park any vehicle in any of the Property's parking spaces or in any other area of the Property outside of the Special Event Area as depicted on Exhibit B. City shall repair any damage to the Property or to the improvements thereon to the condition that existed prior to undertaking such Special Events that may occur as a result of its Special Events at the Property, including but not limited to restoration of the surface areas of the Property, subsurface areas of the Property and any of the Project's improvements. City shall not install any fixtures on the Property. When not conducting a Special Event, City shall remove any and all of its equipment and materials from the Property, except as otherwise provided in Section 1(c) hereof.

Section 6. Indemnity and Insurance. City shall indemnify, hold harmless and defend Owner and Owner's principals, officers, employees, investors and lenders ("**Owner Indemnitees**") against and from any and all claims, losses, damages, liabilities, judgments, orders, penalties, fines and other losses, including but not limited to reasonable attorneys' and experts' fees and expenses, resulting from any claim by any third party

(“**Claims**”) arising directly or indirectly from (i) any Special Events conducted by City or any person or entity on City’s behalf, (ii) the presence of any Hazardous Substance on or under the Property released, originating from, or caused by City, or (iii) any other entry or activity on the Property by the City or any other person or entity acting on its behalf. The provisions of this Section shall survive the termination of this Agreement.

- (a) City shall, and shall require its contractors and subcontractors to, name as additional insureds Owner Indemnitees on City’s and their respective comprehensive general liability policies or their substantial equivalents that shall have per claim and aggregate minimum policy limits of at least One Million Dollars (\$1,000,000), and shall provide Owner copies of certificates of insurance under such policies: (i) carried by the City no later than ten (10) days before the date on which the City or any person or entity on City’s behalf first enters the Property, and (ii) carried by each City contractor or subcontractor that will enter and use the Property for any Special Event no later than ten (10) days before the occurrence of any such Special Event. The policies required in this Section 6 shall be in full force and effect whenever City and/or any City contractor or subcontractor enters the Property for any reason.
- (b) Prior to entry on the Property by City or any person or entity acting on City’s behalf, City shall cause to be furnished to Owner, at no cost to Owner, within the time periods prescribed in Section 6(a) hereof satisfactory certificates of insurance listing the Owner Indemnitees as an additional insureds on the policies listed below (except for Worker’s Compensation, Employer’s Liability and Professional Liability policies), evidencing that City and such persons or entities described in Section 6(a) hereof performing Activities on the Property have insurance in full force and effect whenever City and/or any City contractor or subcontractor enters the Property for any reason meeting the requirements set forth below.

<u>Type</u>	<u>Limits</u>
Worker’s Compensation/Employer’s Liability	Statutory/\$500,000
General Liability	\$1,000,000/occurrence \$5,000,000/aggregate
Automobile Liability	\$1,000,000/Combined Single Limit

- (c) The insurance required hereby may be maintained under a blanket policy or an umbrella policy insuring other parties and other locations so long as such policy satisfies the foregoing requirements. Any coverage written on a “claims-made” basis shall be kept in force, either by renewal or the purchase of an extended reporting period, for a minimum period of one year following the first entry onto the Property by City, any City contractor or City subcontractor, or any other person or entity on behalf of City to conduct Activities. Nothing in this Section shall in any way limit City’s liability under this Agreement or otherwise.

Section 7. No Liens. City shall not permit any mechanics’, materialmen’s, or other similar liens or claims to stand against the Property for labor or material furnished in connection with any Special Events performed by City or any person or entity on City’s behalf under this Agreement. Upon reasonable and timely written notice of any such lien or claim delivered to City, City may bond and contest the validity and the amount of such lien, but City shall: (a) promptly pay any judgment rendered; (b) promptly pay all proper costs and charges arising from the Special Events and any disputes relating thereto; and (c) have the

lien or claim released at its sole expense at the earliest practicable time. The provisions of this Section shall survive the termination of this Agreement.

Section 8. No Agency. All Special Events undertaken by or on behalf of City at the Property shall be for its sole account and not as an agent, servant or contractor for Owner.

Section 9. Successors and Assigns and Assignment and Delegation. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns, including any tenants of the Property; *provided, however*, that City may not assign its rights or delegate its duties under this Agreement without the prior written consent of Owner in Owner's sole and absolute discretion. Owner may assign its rights and/or delegate its duties under this Agreement in Owner's sole and absolute discretion, *provided, however*, any such assignment shall require the assignee to assume Owner's obligations hereunder.

Section 10. Entire Agreement. This Agreement represents the full, complete and entire agreement between the parties with respect to the subject matter hereof. There are no other understandings, oral or written, related to the subject matter of this Agreement.

Section 11. Notices. Any notice required or provided under this Agreement may be made by U.S. mail, express mail by a recognized national express mail service or e-mail addressed to the following persons on behalf of the Parties. Any such notice shall be deemed received by the recipient within three (3) days of the posted date of a letter mailed via U.S. mail, within the date of projected delivery posted by an express mail service, or at the time noted of delivery of an e-mail. Such notices shall be addressed to:

To Owner:

1450 Artesia Acquisition Company LLC
2015 Manhattan Beach Boulevard, Suite 104
Redondo Beach, CA 90278
Attention: Charles Brown
Telephone: (704) 430-7037
chip@insitepg.com

To City:

City of Gardena
1700 W. 162nd Street
Gardena, CA 90247
Attention: City Manager's Office
Phone: 310-217-9503

Section 12. Amendment and Integration. This Agreement may be amended only by a written agreement signed by both Parties. No promise, term or condition regarding this Agreement, either express or implied or written or verbal, shall bind or benefit any Party other than the express terms of this Agreement.

Section 13. Governing Law. This Agreement and the rights and obligations hereunder shall be construed in accordance with and be governed by the law of the State of California without regard to conflict of law principles.

Section 14. Remedies and Attorneys' Fees. Each Party shall have all rights and remedies at law and in equity for a breach of this Agreement by the other Party. If any action or proceeding is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses in connection with prosecuting or defending such action.

Section 15. No Admission of Liability. It is hereby agreed that the neither this Agreement nor the Special Events on the Property are an admission against City's or Owner' interests or an assumption of liability or waiver of any rights by City or Owner.

Section 16. Termination. This Agreement shall survive the termination of the Development Agreement, and shall remain in place until terminated by both parties.

Section 17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto. Delivery of a signed counterpart by fax or email shall constitute good and sufficient delivery.

In witness hereof, the Parties hereby sign this Agreement as follows:

CITY OF GARDENA

By: _____

Name: _____

Title: _____

Date: _____

Contact Person: _____

Contact Telephone Number: _____

1450 ARTESIA ACQUISITION COMPANY LLC

By: _____

Name: _____

Title: _____

Date: _____

Contact Person: _____

Contact Telephone Number: _____

Exhibit A

List of Properties Subject to Access Agreement

The properties subject to this Access Agreement are located at 1450, 1472, 1462, 1452, and 1440 West Artesia Boulevard, Gardena, California, with APNs, respectively, 6106-036-010, -012, -034, 035, -036, and -037.

Exhibit B

Special Event Area

[TO BE INSERTED]