



**PLANNING COMMISSION
MEETING AGENDA**

TUESDAY, JUNE 4, 2024 AT 6:30 PM

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

PLANNING COMMISSION MEMBERS

**ALICIA MORALES, CHAIR
ARMANDO MEDINA, VICE CHAIR
VICTOR CUEVAS, PLANNING COMMISSIONER
NATALIA LOMELI, PLANNING COMMISSIONER
JOELLANN VALDEZ, PLANNING COMMISSIONER**

CITY STAFF

**JOSEPH PALOMBI, DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT
MARIA CELESTE ALCANTAR, MANAGEMENT ANALYST**

NOTICES

This Planning Commission Meeting will be held in person and will meet at **City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California**. The meeting will be live streamed and can be watched on the City's website and YouTube Channel via the following link: <https://www.montebelloca.gov>, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act (ADA) any person with a disability who requires special accommodations in order to participate in a meeting should contact **Maria Celeste Alcantar, Management Analyst at (323) 887-1486** Monday-Thursday from 7:30 a.m.-5:30 p.m. Please call 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II 1203). If you require translation services, please contact us 24 hours before this meeting.

PUBLIC COMMENTS:

In-Person: For those interested in participating during the Public Comment period(s) or public testimony period for Public Hearings of the Planning Commission meetings, you may address the Planning Commission in person the day of the meeting. Speakers will be required to complete a speaker card provided at the door and submit it to **Maria Celeste Alcantar, Management Analyst** prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received.

Via Email: The public may also submit emailed comments via the following email address: **pcpubliccomment@montebelloca.gov** up until the day of the meeting, **Tuesday, June, 04, 2024 by 6:00 p.m.** These comments will be submitted to all members of the Planning Commission and will not be read aloud, but will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda or otherwise address matters/issues within the subject matter jurisdiction of the Planning Commission. Any requests to provide public comment which is submitted after the deadlines indicated above will not be submitted to the Planning Commission, with the exception of non-agenda written item comments which will be held over for the next regularly scheduled meeting.

RULES OF DECORUM:

Pursuant to Section 54957.95 of the Government Code, the presiding member of the legislative body conducting a meeting, or their designee, is authorized to remove, or cause the removal of, an individual for disrupting the meeting. Any such removal will be preceded by a warning to the disruptive individual by the presiding member of the legislative body or their designee that the individual's behavior is disrupting the meeting and that the individual's failure to promptly cease their disruptive behavior may result in their removal.

AGENDA MATERIALS: The agenda and agenda packet related to items on this agenda are available for public inspection at City's website at: [Agendas, Minutes, and Videos](#).

IN CONSIDERATION OF OTHERS, PLEASE TURN OFF, OR MUTE, ALL CELL PHONES AND PAGERS
THANK YOU FOR YOUR COOPERATION

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA

PUBLIC COMMENTS (30 MINUTES)

At this time, the general public may address the Commission/Committee on any items listed on the Agenda, including items not listed on the Agenda (Non-Agenda Items) that are within subject matter jurisdiction. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per person. State Law prohibits the Commission/ Committee from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Chairperson.

STAFF COMMUNICATIONS

MINUTES

1. MAY 07, 2024, REGULAR PLANNING COMMISSION MEETING

RECOMMENDATION: Approval of the Minutes from the Planning Commission Meeting held on March 19, 2024.

PUBLIC HEARING

2. Site Plan Review ("SPR") (Case No. PC-2024-0001-SPR) to allow the addition of a 20,000 square foot concrete tilt up building addition to an existing 34,980 square foot tilt up warehouse pursuant to Montebello Municipal Code Chapter 17.74 et seq. (Site Plan Review), on an existing lot located at 2122 Flotilla Street.

RECOMMENDATION: It is recommended that the Planning Commission conduct a public hearing and take the following action:

1. Adopt Resolution No. 06-24 Approving the Site Plan Review ("SPR") No. PC-2024-0001-SPR with conditions to allow the addition of a 20,000 square foot concrete tilt up building addition to an existing 34,980 square feet existing warehouse (the "Project") for the property located at 2122 Flotilla Street (the "Project Site") with conditions pursuant to Montebello Municipal Code ("MMC") Chapter 17.74 - Site Plan Review; and
2. DETERMINE AND FIND that the project (ENV No. 01-24-CE) is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section (15332) - Class 32 (In-Fill Development) as it meets the conditions set forth under class 32 (In-Fill Development Projects).

3. Modification of existing Conditional Use Permit ("CUP") No. 16-19 (Case No. CUP-16-19-M2) to increase the square footage of the current cannabis cultivation operations from 21,290 square feet to 25,820 square feet for the property located at 7107 and 7117 Telegraph Road (APN: 6354-024-032 & 037) consisting of indoor cannabis Cultivation, Distribution, and Non-Store Front delivery to the adjacent 4,530 square foot office space located at 7109 Telegraph Road (APN: 6354-024-033)("Project Site") within an existing commercial building.

RECOMMENDATION: It is recommended that the Planning Commission conduct a public hearing and ADOPT the Planning Commission Resolution:

1. ADOPT Resolution No. 5-24 approving a Modification to existing Conditional Use Permit 16-19 (Case No. CUP-16-19-M2), subject to certain findings and conditions to add additional square footage to an existing cannabis site for the property located at 7109 Telegraph Road ("Project Site"); and

2. DETERMINE AND FIND that the project (ENV No. 3-24-CE) is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section (15301) – Class 1 (Existing Facilities) as it meets the conditions set forth under class 1 (Existing Facilities Projects).

4. Modification to Conditional Use Permit ("CUP") No. 10-06 to upgrade the California Department of Alcoholic Beverage Control (ABC) license from a type 41 license (On-Sale Beer & Wine – Eating Place) to a type 47 license (On-Sale General – Eating Place) for an existing restaurant located at 1923 W. Whittier Blvd.

RECOMMENDATION: It is recommended that the Planning Commission conduct a public hearing and take the following action:

1. ADOPT Resolution No. 8-24 conditionally approving the upgrade of the ABC license type from a type 41 license (On-Sale Beer & Wine – Eating Place) to a type 47 license (On-Sale General – Eating Place) for the property located at 1923 W. Whittier Blvd and make related findings that the proposed project is consistent with the Montebello General Plan; and
2. DETERMINE AND FIND that the project (ENV No. 7-24) is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 related to Class 1 "Existing Facilities" as it consists of the operation and licensing of a private structure involving negligible or no expansion of the existing or former use.

5. Planning Commission Resolution for Site Plan Review ("SPR") Zone Variance ("ZV") and Tentative Tract Map ("TTM") (Case No. PC-2024-0002-SPR/ZV/TTM) to establish a development diagram for 16 new single family lots to allow 15 single family residential units, including zone variances for reduced lot sizes, front setback, and lot coverage. The Planning Commission will also consider adopting a resolution recommending the City Council approve Tentative Tract Map (TTM No. 084478) for the subdivision to subdivide one legal lot to result in the creation of 16 legal lots including a common parcel for streets, utilities, and a private park pursuant to Montebello Municipal Code Chapter 17.74 et seq. (Site Plan Review) Chapter 17.72 et seq. (Variances) and Chapter 16.12 et seq. (Tentative Maps), on an existing lot located at 301 Jacmar Drive.

RECOMMENDATION: It is recommended that the Planning Commission conduct a public hearing and take the following action:

1. Adopt Resolution No. 07-24 Approving the Site Plan Review ("SPR") Zone Variance ("ZV") No. PC-2024-0002-SPR/ZV/TTM to allow the demolition of an existing residence and construct 15 new homes on an existing single-family lot and three zone variances for reduced lot sized, lot coverage and setbacks pursuant to Montebello Municipal Code ("MMC") Chapter 17.74 - Site Plan Review Chapter 17.72 - (Variances)
2. Recommending Approval to the City Council for a Tentative Tract Map ("TTM") (TTM No. 084478) with conditions to allow the subdivision of an existing single-family residence into 16 parcels. (the "Project") for the property located at 301 Jacmar (the "Project Site") with conditions pursuant to Montebello Municipal Code ("MMC") Chapter 16.12 - (Tentative Maps); and
3. DETERMINE AND FIND that the project (ENV No. 02-24-CE) is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section (15332) - Class 32 (In-Fill Development) as it meets the conditions set forth under class 32 (In-Fill Development Projects).

PLANNING COMMISSION ORALS

Planning Commission member announcements; requests for future agenda items; conference/meetings reports.

ADJOURNMENT

The City of Montebello Planning Commission will adjourn to the next Regular Meeting on **June 18, 2024 at 6:30 p.m.** at City Hall Council Chambers located at 1600 W. Beverly Boulevard, Montebello, CA 90640.

I, **Maria Celeste Alcantar, Management Analyst** for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Thursday, May 30, 2024, at 6:30 p.m.**

Maria Celeste Alcantar

Maria Celeste Alcantar, Management Analyst



CITY OF MONTEBELLO

PLANNING COMMISSION MEETING AGENDA

MINUTES

TUESDAY, MAY 07, 2024 AT 6:30 PM

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

CALL TO ORDER – Chair Morales called the meeting to order at 6:30 p.m.

ROLL CALL – Chair Morales, Vice-Chair Medina, Commissioner Cuevas, and Commissioner Lomeli. The record shall reflect that Commissioner Valdez was absent.

PLEDGE OF ALLEGIANCE – Chair Morales.

CORRECTIONS TO THE AGENDA – None.

PUBLIC COMMENTS (30 MINUTES)

At this time, the general public may address the Commission/Committee on any items listed on the Agenda, including items not listed on the Agenda (Non-Agenda Items) that are within subject matter jurisdiction. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per person. State Law prohibits the Commission/ Committee from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Chairperson.

STAFF COMMUNICATIONS –

1. Director Palombi and staff presented Commissioner Cuevas with a plaque for his service as Chair to the Planning Commission.
2. Director Palombi presented the Planning Commission with a City-produced video that highlighted to showcase the Planning and Economic Development initiatives Citywide.

MINUTES

1. **Approval of the Minutes from the Planning Commission meeting held on March 19, 2024.**

Chair Cuevas motioned to approve the meeting minutes and was Seconded by Commissioner Lomeli. Director Joseph Palombi took roll and the item was approved 4-0.

PUBLIC HEARING

2. **DEVELOPMENT AGREEMENT ("DA") NO. DA 01-24 BETWEEN PREMIER MEDIA SOUTHWEST LLC AND THE CITY OF MONTEBELLO TO ALLOW THE INSTALLATION AND CONTINUED OPERATION OF A NEW DOUBLE FACED 14' X 48', OFF PREMISES DIGITAL DISPLAY SIGN WITH A MAXIMUM HEIGHT OF 75 FEET, PURSUANT TO MONTEBELLO MUNICIPAL CODE CHAPTER 17.62.105 ET SEQ. (OFF-PREMISES DIGITAL DISPLAY SIGNS), FOR THE PROPERTY LOCATED AT 2601 VIA CAMPO, MONTEBELLO, CALIFORNIA 90640.**

Director Palombi introduced the item. Assistant Planner Emilie Fernandez provided a presentation regarding Development Agreement ("DA") no. 01-24 to the Planning Commission. The Public Hearing was opened at 6:45 p.m. Upon Ms. Fernandez's presentation, the applicant's representative Lois Arciszewski spoke regarding the project.

There were no requests for public comment. The Public Hearing was closed at 6:56 p.m. Commissioner Lomeli motioned to approve the Resolution recommending the approval of the Development Agreement ("DA No. 01-24"). Commissioner Lomeli's Motion was Seconded by Commissioner Cuevas. Director Palombi took roll and the item was approved 4-0.

MOTIONED: Commissioner Lomeli

SECONDED: Commissioner Cuevas

APPROVED: 4-0-0-1

AYES: Chair Morales, Vice-Chair Medina, Commissioner Cuevas and Commissioner Lomeli

NOES: None.

ABSTAIN: None.

ABSENT: Commissioner Valdez

PLANNING COMMISSION ORALS

Vice-Chair Medina thanked Commissioner Cuevas for his leadership, mentorship and service as Chair to the Planning Commission. Chair Cuevas expressed gratitude to Medina for his kind words and appreciation for his civil duties, collaboration with the other commissioners and contributions to the Montebello community. Additionally, Commissioner Cuevas extended thanks to the City staff for their assistance and to the commissioners for their kind words and recognition of each other's personal careers and achievements.

ADJOURNMENT

The meeting was adjourned at 7:02 p.m. to the next regularly scheduled meeting that will be held on June 18, 2024.



Joseph Palombi, Planning Commission Secretary



ITEM # 2

**CITY OF MONTEBELLO
PLANNING COMMISSION AGENDA STAFF REPORT**

TO: Members of the Planning Commission

FROM: Joseph Palombi, Planning & Community Development Director

BY: Emilie Fernandez, Assistant Planner

SUBJECT: **Site Plan Review (“SPR”) (Case No. PC-2024-0001-SPR) to allow the addition of a 20,000 square foot concrete tilt up building addition to an existing 34,980 square foot tilt up warehouse pursuant to Montebello Municipal Code Chapter 17.74 et seq. (Site Plan Review), on an existing lot located at 2122 Flotilla Street.**

DATE: June 4, 2024

RECOMMENDATION(S):

It is recommended that the Planning Commission conduct a public hearing and take the following action:

1. Adopt Resolution No. 06-24 Approving the Site Plan Review (“SPR”) No. PC-2024-0001-SPR with conditions to allow the addition of a 20,000 square foot concrete tilt up building addition to an existing 34,980 square feet existing warehouse (the “Project”) for the property located at 2122 Flotilla Street (the “Project Site”) with conditions pursuant to Montebello Municipal Code (“MMC”) Chapter 17.74 - Site Plan Review; and
2. DETERMINE AND FIND that the project (ENV No. 01-24-CE) is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section (15332) - Class 32 (In-Fill Development) as it meets the conditions set forth under class 32 (In-Fill Development Projects).

FISCAL IMPACT:

None.

BACKGROUND:

On January 09, 2024, Ignacio Crespo (the “Applicant”) on behalf of Nguyen Phat Real Estate Investment LLC (“Property Owner”) filed a Master Land Use Application requesting Site Plan Review to allow a 20,000 square foot addition to an existing warehouse at the Project Site.

On January 11, 2024, staff issued a deemed complete letter to the Applicant pursuant to California Government Code Section 65943 et seq.

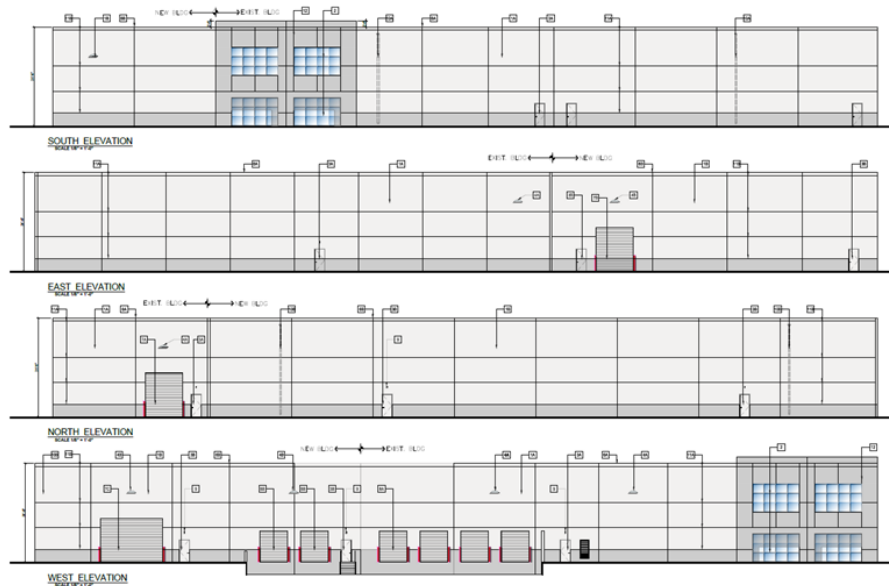
PROJECT /APPLICANT INFORMATION

Project Location: 2122 Flotilla Street
Project Applicant: Ignacio Crespo
Property Owner: Nguyen Phat Real Estate Investment LLC
General Plan Designation: Industrial
Zoning: M-2: Heavy Manufacturing
Existing Use on Property: Existing K-Pack warehouse

PROJECT DESCRIPTION

The Applicant seeks Site Plan Review approval to allow the addition of 20,000 square feet to an existing 34,980 square foot warehouse. After the expansion the site will continue to operate in the same way that K-Pack, a leading extruder of packing films operates today. K-Pack supplies all types of cast polypropylene film, metalized cast polypropylene film a, PE stretch film and PE cling film and shrink film. K-Pack is a warehouse with an office, mezzanine, and a small repacking area. Existing restrooms and office areas are sufficient for the current and future operation, the expansion does not contemplate the addition of any office or bathrooms. The west elevation of the addition will be comprised of two 9’ x 10’ truck doors. There will also be a 20’ x 14’ roll up door that will remain open during business hours and two 3’ x 7’ hollow metal doors on the side for employees. The north elevation will comprise of the addition of one 12’ x14’ truck door and one 3’ x7’ hollow metal door. The east elevation would include two 3’ x7’ hollow metal main doors and one 12’ x 14’ truck door. The southern portion of the structure will be attached to the existing warehouse building. There is an existing concrete tilt up with metal gate 360 square feet trash enclosure. Loading for the expansion will be located adjacent to existing loading as an expansion to the existing truck well. The property currently has 28 parking spaces, and the applicant is estimating one additional employee to be hired. Being adjacent to a major public transportation hub, per AB2097, the applicant is not required to provide additional parking. The applicant does have four bike racks and the applicant will also provide pedestrian access from the transit station to the building, encouraging the employees to utilize the neighboring transit station. The elevations of this property can be viewed below as Attachment A.

Attachment A: Elevations



ELEVATION KEYNOTES

1A	(E) CONCRETE TILT-UP WALL - TYPICAL	7B	(N) 12' X 14' TRUCK DOOR (GRADE LEVEL)
1B	(E) CONCRETE TILT-UP WALL - TYPICAL	7C	(N) 20' X 14' TRUCK DOOR (GRADE LEVEL)
2	(E) STOREFRONT GLAZING - TYPICAL	8A	(N) 9' X 10' DOCK HIGH TRUCK DOOR, TYPICAL U.N.O.
3A	(E) 3' X 7' HOLLOW METAL MAN DOOR, TYPICAL U.N.O.	8B	(N) 9' X 10' DOCK HIGH TRUCK DOOR
3B	(N) 3' X 7' HOLLOW METAL MAN DOOR	9	(N) MAN DOOR WALL LIGHTING FIXTURE PER ELEC. DWGS.- TYP.
4A	(E) WALL LIGHTING FIXTURE - TYPICAL U.N.O.	10A	(E) INTERIOR ROOF DRAIN W/ OVERFLOW SCUPPER
4B	(N) WALL LIGHTING FIXTURE - TYPICAL	10B	(N) INTERIOR ROOF DRAIN W/ OVERFLOW SCUPPER
5	(E) LINE OF ROOF BEYOND - SHOWN DASHED FOR CLARITY	11A	(E) HORIZONTAL PANEL REVEAL , TYPICAL
6A	(E) PANEL JOINT, TYPICAL	11B	(N) HORIZONTAL PANEL REVEAL, TYPICAL
6B	(N) PANEL JOINT, TYPICAL	12	(E) VERTICAL PANEL REVEAL
7A	(E) 12' X 14' TRUCK DOOR (GRADE LEVEL) TYPICAL U.N.O.		

ENVIRONMENTAL:

In accordance with the California Environmental Quality Act ("CEQA"), the proposed Site Plan Review, Case No. PC-2024-0001-SPR/ENV 01-24-CE, is considered a "project," per the (CEQA) definition of a "project." The project is considered a Class 32 and Categorically Exempt per CEQA Guidelines Section 15332 (In-Fill Development Projects), and none of the limitations set forth in CEQA Guidelines Section 15300.2 apply.

In order to qualify under an exemption pursuant to Class 32 of CEQA Guidelines Section 15332 (In Fill Development Projects), the following environmental findings must also be made:

A. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

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The proposed project conforms to the Montebello General Plan, Land Use Element in that the General Plan Land Use designation for the site is industrial, and the zoning designation is M-2 (Heavy Manufacturing).

B. The proposed development occurs within the city limits on a project site of no more than five (5) acres substantially surrounded by urban uses.

The proposed development shall occur on a 108,517-square-foot (2.49 acres) lot located on Flotilla Street within city limits and thus, is less than the maximum five acres specified in Section 15332(b) for this exemption. The site is surrounded by existing developed industrial properties.

C. The project has no value as habitat for endangered, rare or threatened species.

The proposed project is currently developed with an existing warehouse. The subject property is surrounded by additional industrial uses and is consistent with the land use designation.

D. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

The proposed project shall not have any significant effects relating to traffic, noise, air quality, or water quality as the site is currently developed with an existing warehouse.

E. The site can be adequately served by all required utilities and public services.

The project has been reviewed by City staff and it has been determined that it can be adequately served by all required utilities and public services.

ANALYSIS:

Project Site

The Project Site is located on Flotilla Street with a zoning designation of M-2 heavy manufacturing. The Project Site is comprised of a total lot area of approximately 108,517 square feet (2.49 acres). The Project Site is currently developed with a 34,980 square feet warehouse called K-Pack. The company operates and owns the existing building and uses it as storage for packing material. The project site is surrounded by M-2 Heavy Manufacturing. Just north of the site is Montebello/ Commerce Metrolink station. South, east and west of the site is surrounded by other warehouses. The addition of this warehouse will not have any adverse effects on the surrounding land use.

The following table list the zoning designations of the surrounding land uses:

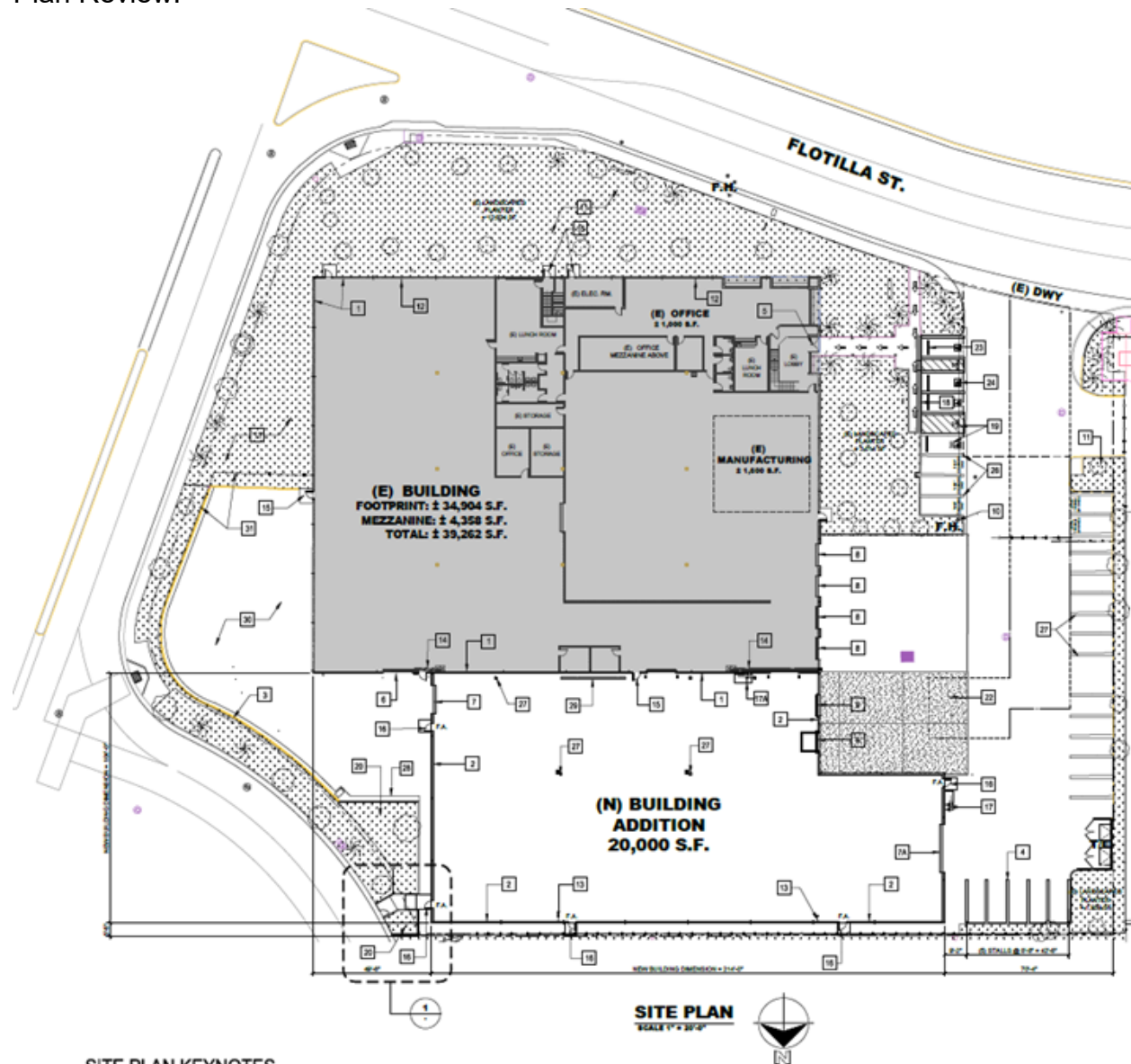
DirectionZone		Land Use
North	M-2	Heavy Manufacturing

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South	M-2	Heavy
East	M-2	Heavy
West	M-2	Heavy

The following is intended to illustrate the development diagram associated with the Site Plan Review:



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1	(E) CONCRETE TILT UP WALL	17	(1) WELLE CIRCULAR RACK ROUND PIPE (PARKS 8 BICYCLE) MODEL #WCRO8-1C AS MANUF. BY PALMER GROUP FOR SHORT TERM PARKING. SEE DETAIL: _____	9B	AD110	31	EXISTING WROUGHT-IR
2	(N) CONCRETE TILT UP WALL. SEE STRUCTURAL DRAWINGS	17A	(1) WELLE MULTI BEND BICYCLE RACK (PARKS 5 BICYCLE) MODEL #H3605-SM AS MANUF. BY PALMER GROUP FOR LONG TERM PARKING. SEE DETAIL: _____	9A	AD110	32	REWORK EXISTING WR
3	(E) CONCRETE CURB AND GUTTER	18	HANDICAP POST SIGN, SEE DETAIL: _____	16	A004	33	NEW 4" THK. CONCRET
4	PARKING STALL STRIPPING (PER CITY OF MONTEBELLO STDS.) TYPICAL	19	ADA PARKING STALLS, SEE DETAIL: _____	1	AD100	34	3X7" SECURED ACCESS
5	BUILDING ENTRANCE. AFFIX A 4" SQ. INTERNATIONAL ACCESSIBILITY SYMBOL PER CBC 11B-210.6 & FIRE DEPARTMENT KNOX BOX	20	RE-WORK (E) LANDSCAPE AS REQUIRED	2	AD100		
6	(E) 12' X14' TRUCK DOOR (GRADE LEVEL)	21	6" CONCRETE CURB PER DETAIL: _____	9	AD100		
7	(N) 12' X14' TRUCK DOOR (GRADE LEVEL)	22	(N) CONCRETE LOADING DOCK TO MATCH EXISTING	18	A004		
7A	(N) 20' X14' TRUCK DOOR (GRADE LEVEL)	23	CONCRETE BUMPER, SEE DETAIL: _____				
8	(E) 9' X10' TRUCK DOOR (DOCK HIGH)	24	ACCESSIBLE PARKING STALL SYMBOL, SEE DETAIL: _____				
9	(N) 9' X10' TRUCK DOOR (DOCK HIGH)	25	DESIGNATED PARKING FOR CLEAN AIR VEHICLES CARPOOL / VAN POOL PREFERRED PARKING STALLS				
10	(E) FIRE HYDRANT	26	ELECTRIC VEHICLE RESERVED PARKING STALL. PROVIDE ELEC. J-BOX FOR FUTURE CHARGING STATION				
11	(E) LANDSCAPE PLANTER	27	(N) STEEL BUILDING COLUMN, TYPICAL				
12	(E) ROOF DRAIN LOCATION	27	RE-STRIP ALL EXISTING PARKING STALLS TO CITY OF MONTEBELLO STANDARDS				
13	(N) ROOF DRAIN LOCATION	28	CONCRETE SWALE PER CIVIL PLAN				
14	RE-WORK (E) ROOF DRAIN AS SHOWN. PATCH PARAPET OVERFLOW SCUPPER AS REQUIRED	29	NEW CONCRETE STIL-UP SHEAR WALL PER STRUCTURAL PLANS				
15	(E) 3X7' MAN DOOR(TYPICAL)	30	(E) PAVING TO REMAIN, REPAIR AND SLURRY COAT AS REQUIRED				
16	(N) 3X7' HOLLOW METAL MAN DOOR (TYPICAL) WITH 60"X80" LANDING.						

GENERAL PLAN

The Project conforms to the following goals and policies of the Montebello General Plan.

General Plan Goal to Preserve and Enhance Industrial Areas P2.6a states a goal "Promote compatible land uses adjacent to industrial areas."

General Plan Goal to Preserve and Enhance Industrial Areas P2.6b states a goal "Explore potential for higher value productive industrial areas."

General Plan Goal in Our Well-Planned Community P3.6 states the goal to "Preserve and enhance the industrial district while retaining and expanding existing businesses".

The proposed project conforms to the City of Montebello General Plan Land Use Element as the proposed use will allow the Montebello community to benefit from the addition of the expansion of the warehouse. The current project site and all the surrounding land uses are compatible in zoning and promote the health of the industrial areas. Montebello industries provide jobs and is an important source of revenue for the city. Industrial designated land is a scarce and valuable resource vital for the future economic growth of the City of Montebello. A flexible framework will facilitate the industrial districts to be competitive and take advantage of new and emerging industries and opportunities arising from future transit services. With the current use of the, this property is not being utilized completely and the project site can accommodate more jobs, growing the community.

REQUIRED FINDINGS MONTEBELLO MUNICIPAL CODE (MMC)

SITE PLAN REVIEW (MMC 17.74)

The purpose of the site plan review is to minimize or preclude potential adverse impacts to the public interest or on abutting properties and adjacent residential, commercial, and industrial neighborhoods, resulting from the design or layout of a proposed development.

Section 17.74.030- When required explains that a site plan review is required for all commercial and industrial projects involving the construction of five thousand square feet or more of building area.

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Pursuant to Section 17.74.070 of the MMC, before any site plan review shall be granted, all the following findings must be made:

A. That the proposed design for improvement complies with all requirements of the Montebello Municipal Code;

The proposed design meets all setbacks and height requirements. The unit does not exceed the floor area ratio and the parking requirements are also met. Sufficient loading is provided, and the use is consistent with zoning, the General Plan and existing operations. A Site Plan is required due to the project being in an industrial zone and being more than five thousand square feet according to Section 17.74.030.

B. That the proposed design for improvement is consistent with the general plan; and

The proposed project site is consistent with the general plan and reflects the goals that were set in place when designating certain zoning areas for industrial uses. This area is zoned for heavy manufacturing and in the zone, floor area ratio is calculated and according to the Montebello Municipal Code, the property meets the standards for two-to-one for square footage. The property is also directly south of the Commerce/ Montebello Metrolink Station and the project includes a door and walkway that leads directly toward the station, promoting public transit. The General Plan policy P4.2 is dedicated to promoting the use of public transit through high-quality local and regional transit service and facilities. The applicant recognized the major transit hub and is making a walkable path to encourage the employees to use this transit alternative.

C. That the proposed design for improvement will not have any significant adverse impact on the surrounding properties or on the general public welfare.

The proposed addition will not have any significant adverse impact on the surrounding properties as the surrounding area is currently developed with an existing warehouse. The building will look the same as the addition and will complement the architecture of the existing building. All the immediate surrounding land uses are consistent with M-2 heavy manufacturing. The addition of this project will be consistent with the surrounding land uses and will not have an adverse impact on surrounding properties.

SUMMARY:

REPORTS RECEIVED

The application for Case No. PC-2024-0001-SPR was forwarded to various departments for review and comments, Comments provided by the Fire Department, Building Department, Public Works Department and Planning Department have been listed as conditions to the proposed Resolution.

PUBLIC NOTIFICATION

Pursuant to MMC Section 17.78 (Public Hearings, Notices, and Appeals), the following noticing was performed:

- On May 23, 2024, the Public Hearing Notice was mailed to property owners within the 300-foot radius from the exterior boundaries of the Project Site.
- On May 23, 2024, the Public Hearing Notice was published in the Daily Journal (Whittier Daily News).

ATTACHMENT(S)

1. Attachment A-Site Plan, Floor Plan, and Elevations
2. Attachment B-Resolution No. 06-24
3. Attachment C-Notice of Exemption

EXHIBIT A

LEGEND

(E) — EXISTING
T/E — DENOTE TRASH ENCLOSURE
F.H. — FIRE HYDRANT
F.A. — FIRE ACCESS DOOR

STRIPING

ACCESSIBLE PATH OF TRAVEL
1:20 MAX. FORWARD SLOPE W/
2% MAX. CROSS SLOPE

DETECTABLE WARNING
TRUNCATED DOMES PER DET.

1
AD110

SITE NOTES

- SITE LIGHTING SHALL BE SHIELDED AND WILL NOT IMPACT NEIGHBORING PROPERTIES.
- GROUND AND FLOOR SURFACES ALONG HANDICAP ACCESSIBLE ROUTES AND IN ACCESSIBLE ROOMS AND SPACES INCLUDING FLOORS, WALKS, RAMPS, STAIRS, AND CURB RAMPS SHALL BE FIRM AND SLIP RESISTANT.
- THE SOILS REPORT IS A PART OF THIS PROJECT AND SHALL BE READ CAREFULLY. CONCRETE AND GRADING CONTRACTORS ARE RESPONSIBLE FOR ALL CONDITIONS OF THE SOILS REPORT. GRADING CONTRACTOR SHALL TAKE ALL ELEVATIONS FROM THE SURVEY.
- PROPOSED BUILDING SEWER LINE SHALL TIED TO THE EXISTING USEABLE CITY SEWER REFER TO PLUMBING DRAWINGS PRIOR TO CONSTRUCTION.
- ELECTRICAL CONTRACTOR SHALL PROVIDE 110 VOLT, 20 AMPERES RECEPTACLES FOR IRRIGATION CONTROL PURPOSES.
- PLUMBING CONTRACTOR SHALL PROVIDE WATER SUPPLY LINES, BACK FLOW PREVENTOR AND GATE VALVE FOR LANDSCAPE IRRIGATION SYSTEM.
- PLUMBING CONTRACTOR SHALL PROVIDE AND INSTALL AN APPROVED SEISMIC GAS SHUT-OFF VALVE PER CALIFORNIA GAS COMPANY SPECIFICATION GUIDELINES.
- WALKS AND SIDEWALKS SHALL HAVE A CONTINUOUS COMMON SURFACE, NOT INTERRUPTED BY STEPS OR BY ABRUPT CHANGES IN LEVEL EXCEEDING 1/2".
- WALKS AND SIDEWALKS SHALL BE 48" MINIMUM IN WIDTH.
- WALK AND SIDEWALK SURFACES SHALL BE SLIP-RESISTANT AS FOLLOWS: A SURFACES WITH A SLOPE OF LESS THAN 6% GRADIENT SHALL BE AT LEAST AS THAT DESCRIBED AS A MEDIUM SALTED FINISH. A SLIP RESISTANT B SURFACES WITH A SLOPE OF 6% OR GREATER GRADIENT SHALL BE SLIP RESISTANT.
- CONTRACTOR SHALL VERIFY LOCATION AND SIZE OF ALL UTILITY PIPES.
- THIS OFFICE SHALL NOT BE RESPONSIBLE FOR DAMAGE TO ANY PUBLIC OR PRIVATE UTILITIES. UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.
- THE LANDSCAPE DESIGNER RESPONSIBLE FOR ANY LANDSCAPING FOR THIS PROJECT SHOULD BE ADVISED TO UTILIZE PLANTING AND IRRIGATION TECHNIQUES THAT LEAD THEMSELVES TO OPTIMUM CONSERVATION OF WATER RESOURCES.
- PLUMBING FIXTURES SHALL BE PROVIDED IN ACCORDANCE WITH TABLE 422.1 SEE 4200 FOR FIXTURE CALCULATIONS.
- COMPLY WITH PROTECTION OF ADJOINING PROPERTY BY PROVIDING A WRITTEN NOTICE TO THE OWNERS OF ADJOINING BUILDINGS ADVISING THEM THAT AN EXCAVATION DEEPER THAN THE FOUNDATION OF THE ADJOINING BUILDING AND LOCATED LESS THAN EXCAVATION DEPTH TO THE PROPERTY LINE IS TO BE MADE AND THAT THE ADJOINING BUILDINGS SHOULD BE PROTECTED. SAID NOTIFICATION SHALL BE DELIVERED NOT LESS THAN 30 DAYS PRIOR TO THE SCHEDULED STARTING DATE OF THE EXCAVATIONS.
- PEDESTRIANS SHALL BE PROTECTED DURING CONSTRUCTION, REMODELING AND DEMOLITION ACTIVITIES AS REQUIRED.
- DETECTABLE WARNINGS ARE NOT PERMITTED IN DOOR LANDINGS/DOOR MANEUVERING CLEARANCES PER 11B-404.2.4.4
- DETECTABLE WARNINGS SURFACES AT OTHER LOCATIONS SHALL PROVIDE A 70% MIN. VISUAL CONTRAST WITH ADJACENT WALKING SURFACES. WHERE DETECTABLE WARNING SURFACE DOES NOT PROVIDE 70% MIN. CONTRAST, A 1 INCH WIDE MIN. VISUALLY CONTRASTING SURFACE SHALL SEPARATE THE DETECTABLE WARNING FROM TH ADJACENT WALKING SURFACES AND VISUALLY CONTRAST WITH BOTH EITHER LIGHT ON DARK, OR DARK ON LIGHT. (11B-247.1, 11B-705.1.1.3)

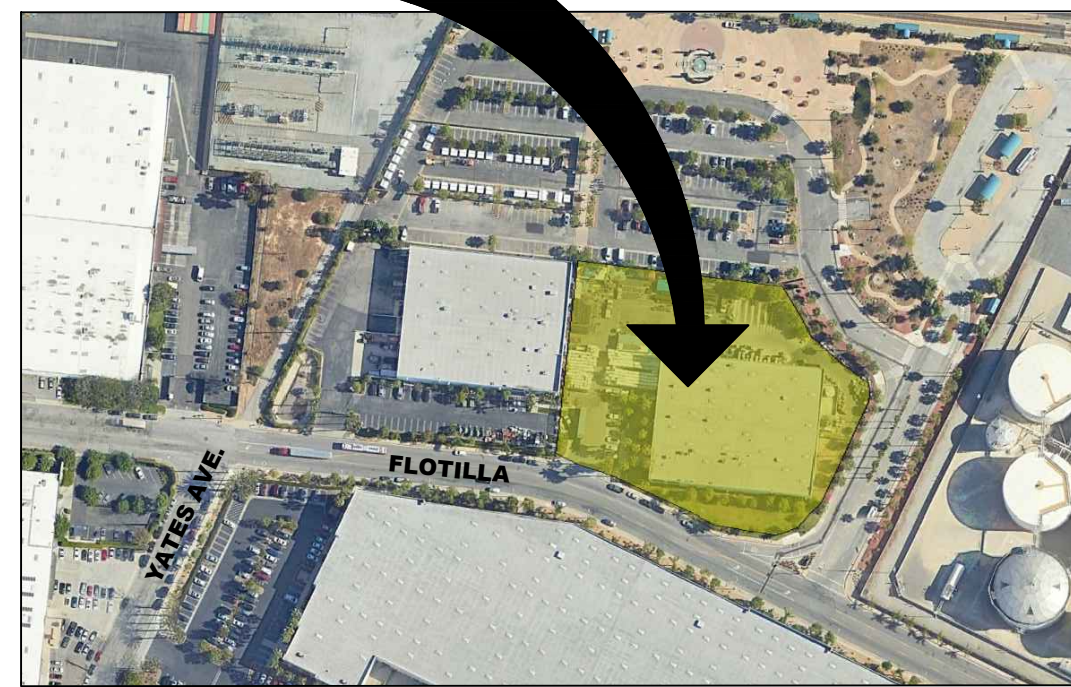
FIRE DEPARTMENTS NOTE

- FIRE DEPARTMENT VEHICULAR ACCESS ROADS MUST BE INSTALLED AND MAINTAINED IN A SERVICEABLE MANNER PRIOR TO AND DURING THE TIME OF CONSTRUCTION. CFC CHAPTER 5, SECTION 504.1

PROJECT DATA

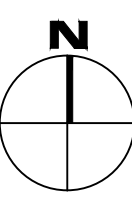
DESCRIPTION	AREAS	
ZONING	"M-2PD" HEAVY MANUFACTURING - PLANNED DEVELOPMENT	
LEGAL DESCRIPTION	P M 311-91-92 LOT 2	
ASSESSOR'S PARCEL NO:	6336-002-032	
BUILDING CODE	CBC 2022	
(E) BLDG. OCCUPANCY	B : OFFICE S1: WAREHOUSE	
(N) BLDG. OCCUPANCY	S1 : WAREHOUSE	
BUILDING TYPE	EXISTING BUILDING II-B	NEW BUILDING II-B
LAND AREA :	PARCEL SIZE	±108,618 S.F. (2.49 ACRES)
COVERAGE :	0.54:1	
ALLOWABLE AREA	2:1 FLOOR AREA TO LOT SIZE RATION	
LANDSCAPED AREA REQUIRED 5' SETBACK ON STREETS + 1 TREE PER EA 10 CARS		LANDSCAPED AREA PROVIDED 5' SETBACK + PLANTER ISLANDS TOTAL 23,506 SF 21% OF PARCEL
CONSTRUCTION TYPE	(E) II-B WITH FULLY SUPERVISED AUTOMATIC FIRE SPRINKLER SYSTEMS (N) II-B WITH FULLY SUPERVISED AUTOMATIC FIRE SPRINKLER SYSTEMS	
BUILDING HEIGHT	MAXIMUM BUILDING HEIGHT PER MONTEBELLO MUNI CODE = 50'	
NUMBER OF STORIES	ALLOWABLE STORIES PER 504.4 = 3	
AREA JUSTIFICATION	ALLOWABLE AREA PER TABLE 506.2 = 48,000 SF, EA BUILDING $\leq$ 48,000 SF	
*HEIGHT, NUMBER OF STORIES AND ALLOWABLE AREA CALCULATED BASED ON THE MOST RESTRICTIVE OCCUPANCY ALLOWANCE PER § 508.3. IN THIS CASE F1-S		
TOTAL AREA BOTH BUILDINGS		59,262 S.F.
BUILDING (E)	F.F. WAREHOUSE F.F. OFFICE F.F. MANUFACTURING MEZZA OFFICE TOTAL BUILDING	32,304 S.F. 1,000 S.F. 1,600 S.F. 4,358 S.F. 39,262 S.F.
BUILDING (N)	WAREHOUSE TOTAL FOOTPRINT	20,000 S.F. 20,000 S.F.
PER OCCUPANCY	TOTAL WAREHOUSE TOTAL OFFICE TOTAL MANUFACTURING	52,304 S.F. 88% 5,358 S.F. 9% 1,600 S.F. 2%
PARKING REQUIRED : NO PARKING REQUIRED PER AB2097 SITE ADJACENT TO PUBLIC TRANSIT/ TOTAL REQUIRED		
		0 CARS
PARKING PROVIDED:		
ACCESSIBLE (STANDARD)		14' X 18'
ACCESSIBLE (B RAMP)		17' X 18'
STANDARD STALLS		8'-6" X 18'
CLEAN AIR STALL "EVSE"		8'-6" X 18'
CLEAN AIR STALL "EVCS"		8'-6" X 18'
TOTAL		26 - STALLS
LONG TERM BIKE RACK @ 5% OF PARKING		2 SPACES
SHORT TERM BIKE RACK @ 5% OF PARKING		2 SPACES
LOADING SPACES PROVIDED		2 SPACES
TRASH ENCL. AREA PROVIDED		360 S.F.

SITE



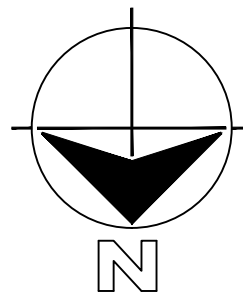
VICINITY MAP

NOT TO SCALE



SITE PLAN

SCALE 1" = 20'-0"

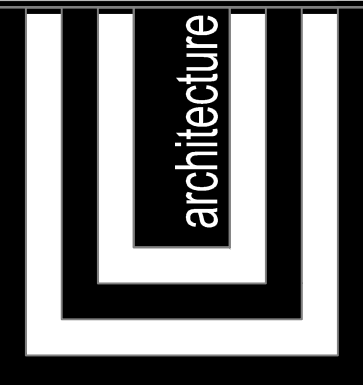


SITE PLAN KEYNOTES

- | | | |
|--|--|--|
| 1 (E) CONCRETE TILT UP WALL | 17 (1) WELLS CIRCULAR RACK ROUND PIPE (PARKS 8 BICYCLE) MODEL #WCROB-1C AS MANUF. BY PALMER GROUP FOR SHORT TERM PARKING. SEE DETAIL: 9B AD110 | 31 EXISTING WROUGHT-IRON FENCE |
| 2 (N) CONCRETE TILT UP WALL. SEE STRUCTURAL DRAWINGS | 17A (1) WELLS MULTI-BEND BICYCLE RACK (PARKS 5 BICYCLE) MODEL #H3605-SM AS MANUF. BY PALMER GROUP FOR LONG TERM PARKING. SEE DETAIL: 9A AD110 | 32 REWORK EXISTING WROUGHT-IRON FENCE AS SHOWN |
| 3 (E) CONCRETE CURB AND GUTTER | 18 HANDICAP POST SIGN. SEE DETAIL: 16 A004 | 33 NEW 4" THK. CONCRETE WALKWAY WITH LIGHT BROOM FINISH. SEE DETAIL: |
| 4 PARKING STALL STRIPING (PER CITY OF MONTEBELLO STD.) TYPICAL | 19 ADA PARKING STALLS. SEE DETAIL: 1 A004 | 34 3x7' SECURED ACCESS GATE |
| 5 BUILDING ENTRANCE AFFIX A.4" SQ. INTERNATIONAL ACCESSIBILITY SYMBOL PER CBC 11B-216.6 & FIRE DEPARTMENT KNOX BOX | 20 RE-WORK (E) LANDSCAPE AS REQUIRED | |
| 6 (E) 12' X 14' TRUCK DOOR (GRADE LEVEL) | 21 6" CONCRETE CURB PER DETAIL: 1 AD100 2 AD100 | |
| 7 (N) 12' X 14' TRUCK DOOR (GRADE LEVEL) | 22 (N) CONCRETE LOADING DOCK TO MATCH EXISTING | |
| 7A (N) 20' X 14' TRUCK DOOR (GRADE LEVEL) | 23 CONCRETE BUMPER. SEE DETAIL: 9 AD100 | |
| 8 (E) 9' X 10' TRUCK DOOR (DOCK HIGH) | 24 ACCESSIBLE PARKING STALL SYMBOL. SEE DETAIL: 18 A004 | |
| 9 (N) 9' X 10' TRUCK DOOR (DOCK HIGH) | 25 DESIGNATED PARKING FOR CLEAN AIR VEHICLES CARPOOL / VAN POOL PREFERRED PARKING STALLS | |
| 10 (E) FIRE HYDRANT | 26 ELECTRIC VEHICLE RESERVED PARKING STALL. PROVIDE ELEC. J-BOX FOR FUTURE CHARGING STATION | |
| 11 (E) LANDSCAPE PLANTER | 27 (N) STEEL BUILDING COLUMN, TYPICAL | |
| 12 (E) ROOF DRAIN LOCATION | 27 RE-STRIPE ALL EXISTING PARKING STALLS TO CITY OF MONTEBELLO STANDARDS | |
| 13 (N) ROOF DRAIN LOCATION | 28 CONCRETE SWALE PER CIVIL PLAN | |
| 14 RE-WORK (E) ROOF DRAIN AS SHOWN. PATCH PARAPET OVERFLOW SCUPPER AS REQUIRED | 29 NEW CONCRETE STIL-UP SHEAR WALL PER STRUCTURAL PLANS | |
| 15 (E) 3X7' MAN DOOR (TYPICAL) | 30 (E) PAVING TO REMAIN, REPAIR AND SLURRY COAT AS REQUIRED | |
| 16 (N) 3X7' HOLLOW METAL MAN DOOR (TYPICAL) WITH 60"X60" LANDING. | | |

1. ENLARGED SITE PLAN

SCALE - 1/8" = 1'-0"

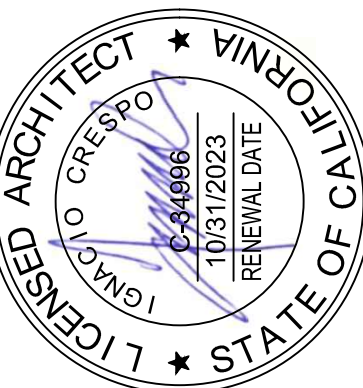


C.E.G. DESIGN & ENGINEERING

7901 CROSSWAY DRIVE,
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C.E.G.
CONSTRUCTION

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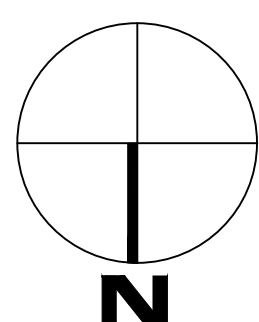
REVISIONS:

#

CLIENT: K PACK
2122 W. FLOTILLA ST.
MONTEBELLO, CA
90640

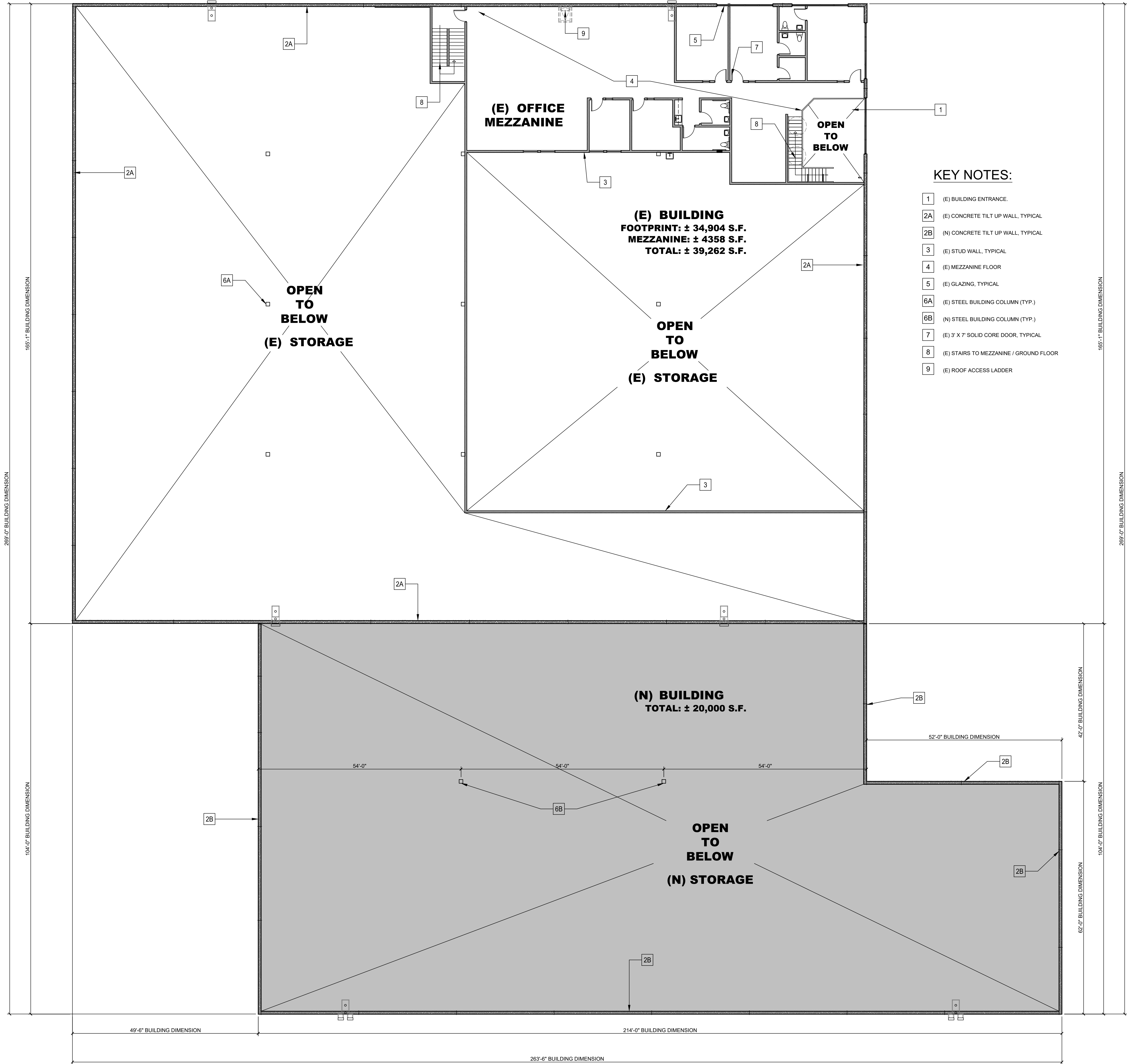
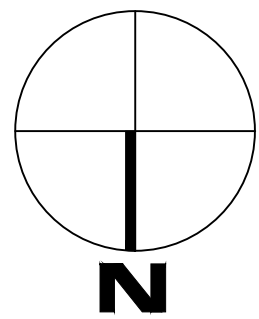
CONTENTS: SITE PLAN
SCALE: INDICATED PROJECT NO. A-23-007
DATE: 01-27-2024 DRAWN: BC

SHEET A110
OF SHEETS



MEZZANINE FLOOR PLAN

SCALE 3/32" = 1'-0"



SHEET

A210

1 OF

CONTENTS: FLOOR PLAN

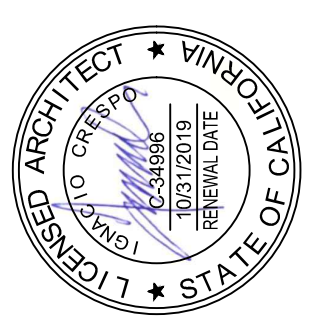
CLIENT: K PACK

REVISIONS:

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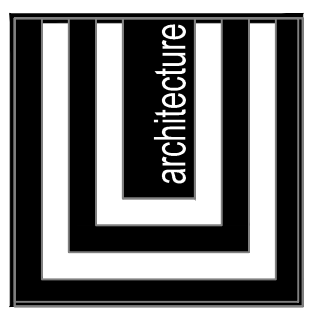
C.E.G. CONSTRUCTION

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I.O.C. DESIGN & ENGINEERING

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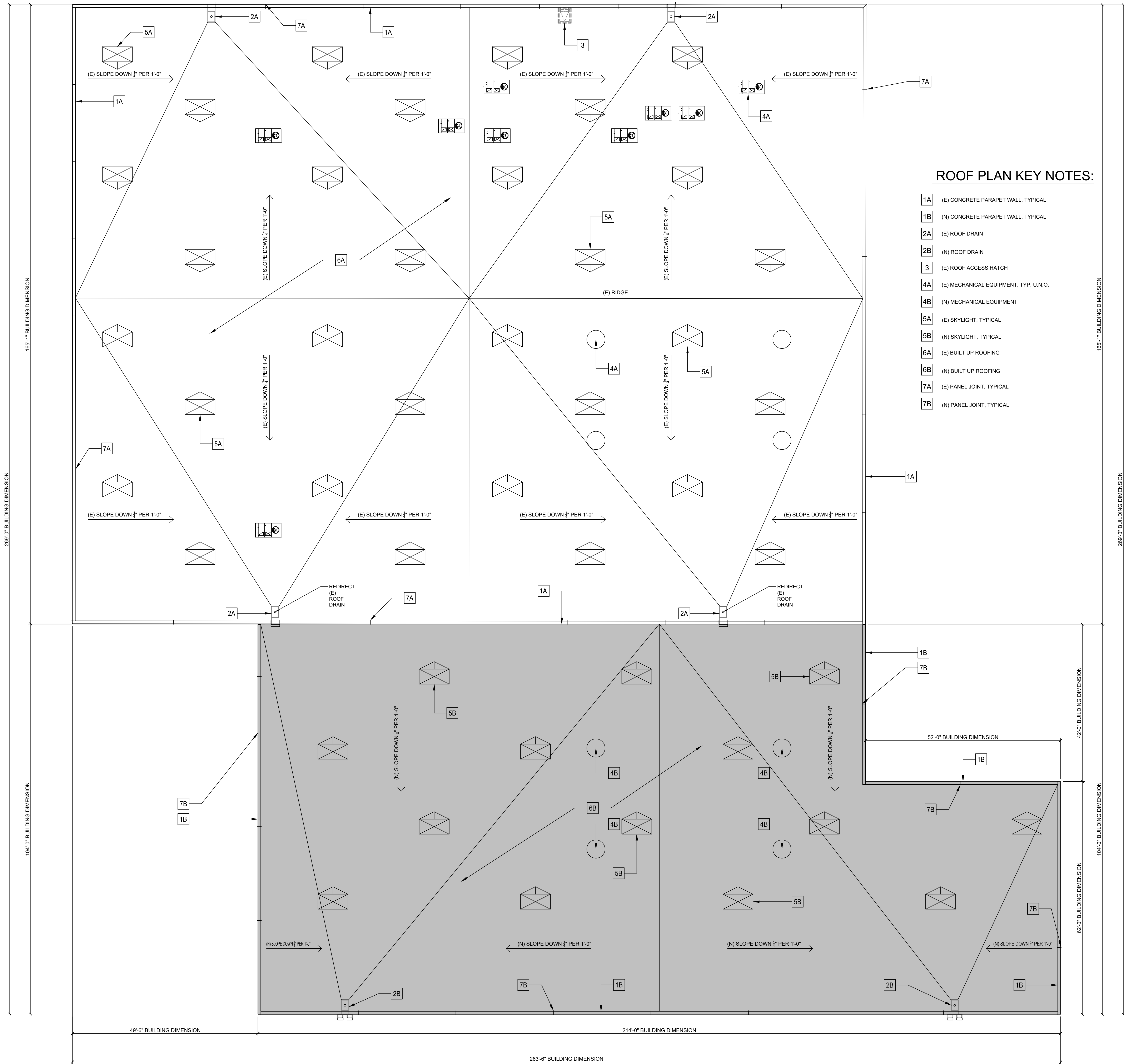
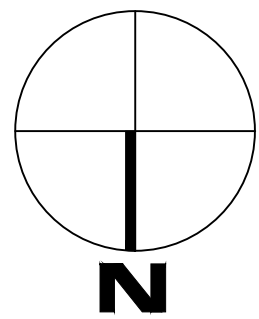


FLOTILLA INDUSTRIAL

BUILDING ADDITION TO AN EXISTING BUILDING LOCATED AT 2122 FLOTILLA ST. MONTEBELLO, CA.

MEZZANINE FLOOR PLAN

SCALE 3/32" = 1'-0"



ROOF PLAN KEY NOTES:

- 1A (E) CONCRETE PARAPET WALL, TYPICAL
- 1B (N) CONCRETE PARAPET WALL, TYPICAL
- 2A (E) ROOF DRAIN
- 2B (N) ROOF DRAIN
- 3 (E) ROOF ACCESS HATCH
- 4A (E) MECHANICAL EQUIPMENT, TYP, U.N.O.
- 4B (N) MECHANICAL EQUIPMENT
- 5A (E) SKYLIGHT, TYPICAL
- 5B (N) SKYLIGHT, TYPICAL
- 6A (E) BUILT UP ROOFING
- 6B (N) BUILT UP ROOFING
- 7A (E) PANEL JOINT, TYPICAL
- 7B (N) PANEL JOINT, TYPICAL

SHEET

A250

1 OF

CONTENTS: ROOF PLAN

CLIENT: K PACK

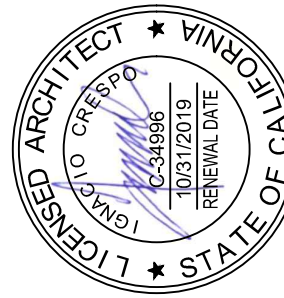
2122 W. FLOTILLA ST.
MONTEBELLO, CA
90640

SCALE: INDICATED PROJECT NO. A-23-007

DATE: 9-21-2023 DRAWN: I.C.

REVISIONS:

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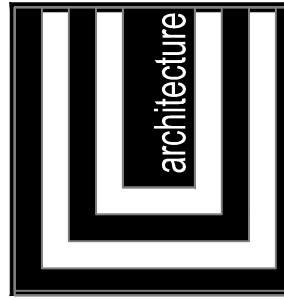
C.E.G.

CONSTRUCTION

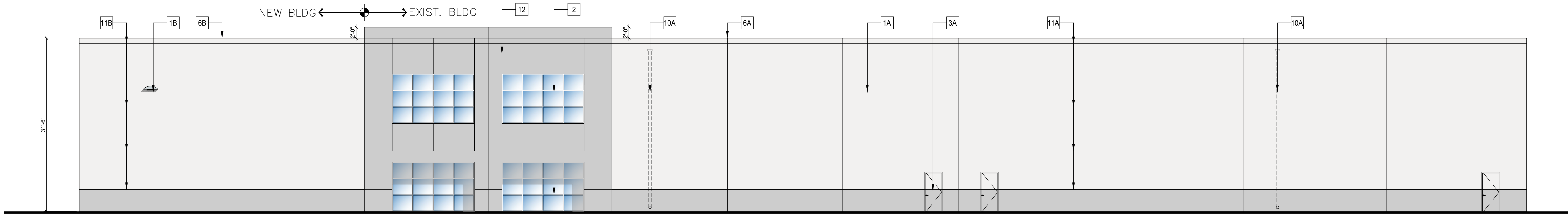
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O.C. DESIGN &
ENGINEERING

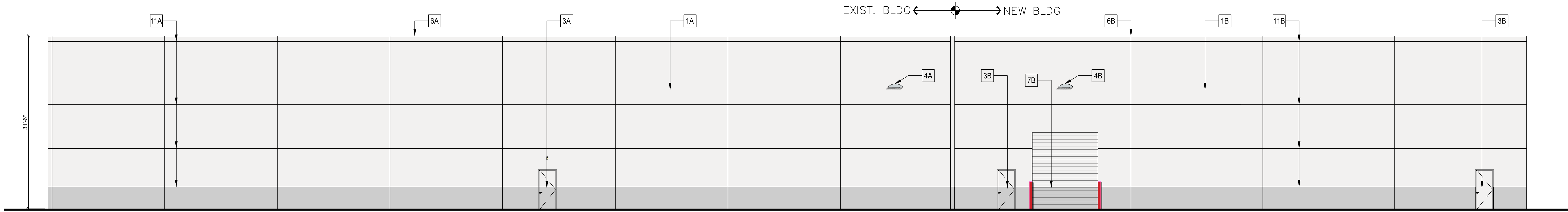
7901 CROSSWAY DRIVE,
PICO RIVERA, CA 90660
TEL 562.942.9804



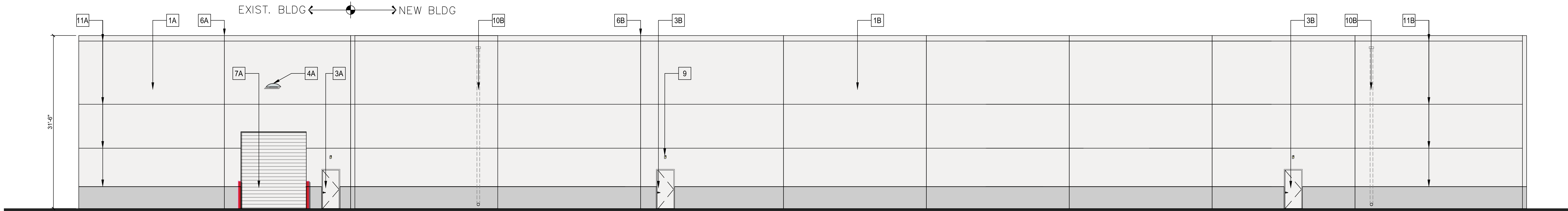
FLOTILLA INDUSTRIAL
BUILDING ADDITION TO AN EXISTING BUILDING LOCATED AT 2122 FLOTILLA ST. MONTEBELLO, CA.



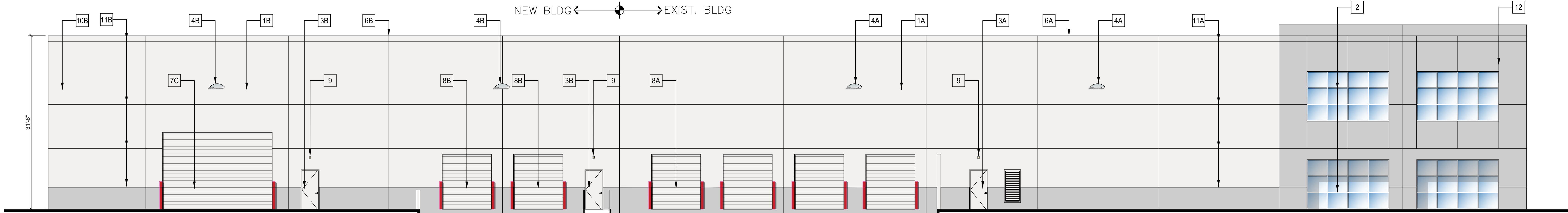
SOUTH ELEVATION
SCALE 1/8" = 1'-0"



EAST ELEVATION
SCALE 1/8" = 1'-0"



NORTH ELEVATION
SCALE 1/8" = 1'-0"

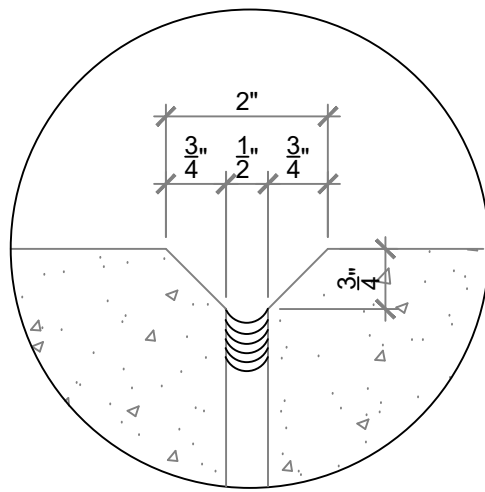


WEST ELEVATION
SCALE 1/8" = 1'-0"

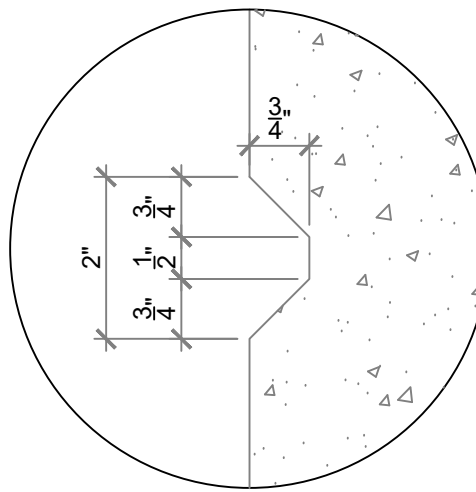
ELEVATION KEYNOTES

- 1A (E) CONCRETE TILT-UP WALL - TYPICAL
- 1B (E) CONCRETE TILT-UP WALL - TYPICAL
- 2 (E) STOREFRONT GLAZING - TYPICAL
- 3A (E) 3' X 7' HOLLOW METAL MAN DOOR, TYPICAL U.N.O.
- 3B (N) 3' X 7' HOLLOW METAL MAN DOOR
- 4A (E) WALL LIGHTING FIXTURE - TYPICAL U.N.O.
- 4B (N) WALL LIGHTING FIXTURE - TYPICAL
- 5 (E) LINE OF ROOF BEYOND - SHOWN DASHED FOR CLARITY
- 6A (E) PANEL JOINT, TYPICAL
- 6B (N) PANEL JOINT, TYPICAL
- 7A (E) 12' X 14' TRUCK DOOR (GRADE LEVEL) TYPICAL U.N.O.

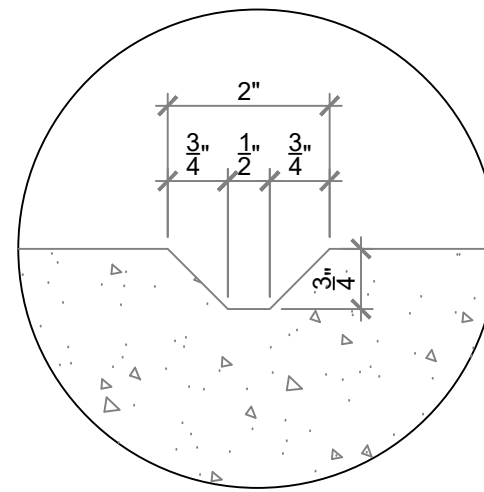
- 7B (N) 12' X 14' TRUCK DOOR (GRADE LEVEL)
- 7C (N) 20' X 14' TRUCK DOOR (GRADE LEVEL)
- 8A (N) 9' X 10' DOCK HIGH TRUCK DOOR, TYPICAL U.N.O.
- 8B (N) 9' X 10' DOCK HIGH TRUCK DOOR
- 9 (N) MAN DOOR WALL LIGHTING FIXTURE PER ELEC. DWGS. - TYP.
- 10A (E) INTERIOR ROOF DRAIN W/ OVERFLOW SCUPPER
- 10B (N) INTERIOR ROOF DRAIN W/ OVERFLOW SCUPPER
- 11A (E) HORIZONTAL PANEL REVEAL, TYPICAL
- 11B (N) HORIZONTAL PANEL REVEAL, TYPICAL
- 12 (E) VERTICAL PANEL REVEAL



**TYP. PANEL JOINT
DETAIL - A**



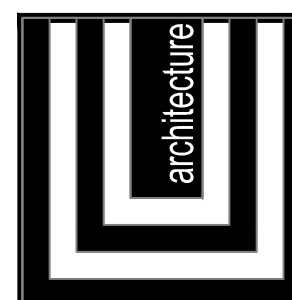
**2" HORIZONTAL REVEAL
DETAIL - B**



**2" VERTICAL REVEAL
DETAIL - C**

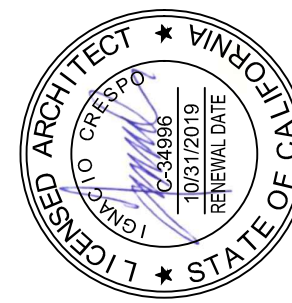
COLOR SCHEDULE (EXTERIOR COLORS):

- A FIELD COLOR DE6351 Cold Wind
- B ACCENT 1 COLOR DE6355 Tarnished Silver
- C GLAZING EXISTING



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REVISIONS:	CLIENT:
	K PACK
	2122 W. FLOTILLA ST.
	MONTEBELLO, CA
	90640

SCALE: INDICATED PROJECT NO. A-23-007
DATE: 9-21-2023 DRAWN: I.C.

CONTENTS: ELEVATIONS
SCALE: INDICATED PROJECT NO. A-23-007
DATE: 9-21-2023 DRAWN: I.C.

A300
1 OF 1

FLOTILLA INDUSTRIAL
BUILDING ADDITION TO AN EXISTING BUILDING LOCATED AT 2122 FLOTILLA ST. MONTEBELLO, CA.

EXHIBIT B

CITY OF MONTEBELLO PLANNING COMMISSION

RESOLUTION NO. 06-24

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO APPROVING SITE PLAN REVIEW PERMIT (PC-2024-0001-SPR) WITH CONDITIONS TO PERMIT THE 20,000 SQUARE FOOT ADDITION TO AN EXISTING WAREHOUSE LOCATED AT 2122 FLOTILLA STREET AND ADOPTING A NOTICE OF EXEMPTION UNDER CEQA GUIDELINES 15332- CLASS 32 (IN-FILL DEVELOPMENT)

WHEREAS, a Site Plan Review (“SPR”) application has been received and accepted; and

WHEREAS, the Site Plan Review would allow the addition of a 20,000 square foot addition to an existing warehouse (“Project”) for Ignacio Crespo (“Applicant”) on behalf of Nguyen Phat Real Estate Investment LLC (“Property Owner”) at the property located at 2122 Flotilla Street (“Project Site”) pursuant to Montebello Municipal Code (“MMC”) Chapter 17.74- Site Plan Review; and

WHEREAS, pursuant to section 21067 of the Public Resources Code, and section 15367 of the California Environmental Quality Act (“CEQA”) Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City of Montebello (“City”) is the lead agency for the proposed Project; and

WHEREAS, the Site Plan Review for Case No. PC-2024-0001-SPR / ENV No. 01-24-CE is considered a “project”, as per CEQA’s definition of a “project”; and

WHEREAS, the Project is Categorically Exempt per CEQA Guidelines §15332, Class 32 (In Fill Development) and meets the conditions set forth under Class 32 (In Fill Development Projects); and

WHEREAS, a duly noticed public hearing has been held, at which the Planning Commission received and considered staff presentations, recommendations, public testimony, and all other matters presented at the public hearing and included in the record for this matter, and all other legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the Planning Commission of the City of Montebello hereby resolves that:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are hereby incorporated as substantive findings in this Resolution.

SECTION 2. FINDINGS

A. GENERAL PLAN. The Planning Commission of the City of Montebello finds that the proposed Project is consistent with the General Plan.

Per the Montebello General Plan, the Project conforms to:

1. **General Plan Goal to Preserve and Enhance Industrial Areas**
P2.6a states a goal “Promote compatible land uses adjacent to industrial areas.”
2. **General Plan Goal to Preserve and Enhance Industrial Areas**
P2.6b states a goal “Explore potential for higher value productive industrial areas.”
3. **General Plan Goal in Our Well-Planned Community P3.6** states the goal to “Preserve and enhance the industrial district while retaining and expanding existing businesses”.

The proposed project conforms to the City of Montebello General Plan Land Use Element as the proposed use will allow the Montebello community to benefit from the addition of the expansion of the warehouse. The current project site and all the surrounding land uses are compatible in zoning and promote the health of the industrial areas. Montebello industries provide jobs and is an important source of revenue for the city. Industrial designated land is a scarce and valuable resource vital for the future economic growth of the City of Montebello. A flexible framework will facilitate the industrial districts to be competitive and take advantage of new and emerging industries and opportunities arising from future transit services. With the current use of the, this property is not being utilized completely and the project site can accommodate more jobs, growing the community.

B. SITE PLAN REVIEW. Pursuant to Section 17.74.070 of the MMC, before any site plan review shall be granted, all of the following findings must be made:

1. That the proposed design for improvement complies with all requirements of the Montebello Municipal Code;

The proposed design meets all setbacks and height requirements. The unit does not exceed the floor area ratio and the parking requirements are also met. Sufficient loading is provided, and the use is consistent with zoning, the General Plan and existing operations. A Site Plan is required due to the

project being in an industrial zone and being more than five thousand square feet according to Section 17.74.030

2. That the proposed design for improvement is consistent with the general plan; and

The proposed project site is consistent with the general plan and reflects the goals that were set in place when designating certain zoning areas for industrial uses. This area is zoned for heavy manufacturing and in the zone, floor area ratio is calculated and according to the Montebello Municipal Code, the property meets the standards for two-to-one for square footage. The property is also directly south of the Commerce/ Montebello Metrolink Station and the project includes a door and walkway that leads directly toward the station, promoting public transit. The General Plan policy P4.2 is dedicated to promoting the use of public transit through high-quality local and regional transit service and facilities. The applicant recognized the major transit hub and is making a walkable path to encourage the employees to use this transit alternative.

3. That the proposed design for improvement will not have any significant adverse impact on the surrounding properties or on the general public welfare.

The proposed addition will not have any significant adverse impact on the surrounding properties as the surrounding area is currently developed with an existing warehouse. The building will look the same as the addition and will complement the architecture of the existing building. All the immediate surrounding land uses are consistent with M-2 heavy manufacturing. The addition of this project will be consistent with the surrounding land uses and will not have an adverse impact on surrounding properties.

SECTION 3. CEQA. The Planning Commission determines and finds that the Project is exempt under CEQA Guidelines § 15332 (In Fill Development) Class 32 Categorical Exemption, and none of the limitations set forth in CEQA Guidelines 15300.2 apply.

In order to qualify under an exemption pursuant to Class 32 of CEQA Guidelines § 15332 (In Fill Development Projects), the following environmental findings must also be made:

- a. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.*

The proposed project conforms to the Montebello General Plan, Land Use Element in that the General Plan Land Use designation for the site is industrial, and the zoning designation is M-2 (Heavy Manufacturing).

- b. The proposed development occurs within the city limits on a project site of no more than five (5) acres substantially surrounded by urban uses.*

The proposed development shall occur on a 108,517-square-foot (2.49 acres) lot located on Flotilla Street within city limits and thus, is less than the maximum five acres specified in Section 15332(b) for this exemption. The site is surrounded by existing developed industrial properties.

- c. The project has no value as habitat for endangered, rare or threatened species.*

The proposed project is currently developed with an existing warehouse. The subject property is surrounded by additional industrial uses and is consistent with the land use designation.

- d. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.*

The proposed project shall not have any significant effects relating to traffic, noise, air quality, or water quality as the site is currently developed with an existing warehouse.

- e. The site can be adequately served by all required utilities and public services.*

The project has been reviewed by City staff and it has been determined that it can be adequately served by all required utilities and public services.

SECTION 4. APPROVALS. The Planning Commission hereby approves SPR Case No. PC-2024-0001-SPR with conditions to permit the addition of a 20,000 square foot warehouse to an existing warehouse Applicant on Property Owner's property located at 2122 Flotilla Street pursuant to MMC Chapter 17.74 – Site Plan Review.

SECTION 5. CONDITIONS. The Planning Commission finds that the foregoing

conditions of approval are necessary and appropriate:

A. Planning Division Conditions

1. The Applicant shall defend, indemnify, and hold harmless the city, its elected and appointed officials, agents, officers, and employees from any claim, action, or proceeding brought against the city, its elected and appointed officials, agents, officers, or employees arising out of, or which are related to the Applicant's project or application (collectively referred to as "Proceedings"). The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities, and expenses incurred or awarded in connection with the Proceedings whether incurred by the Applicant, the city and/or the parties initiating or bringing such Proceedings. This indemnity provision shall include the Applicant's obligation to indemnify the city for all the city's costs, fees, and damages that the city incurs in enforcing the indemnification provisions set forth herein. The City shall have the right to choose its own legal counsel to represent the City's interest in the Proceedings.
2. The development and utilization of the subject site shall conform to the allowed use, except as provided for herein and by subsequent revisions found by the Director of Planning and Community Development ("Director") to be in substantial compliance with these provisions.
3. The development and utilization of the subject site shall be consistent with all of the provisions of the MMC and SPR (Case No. PC-2024-0001-SPR) and the specifications of the Planning Division.
4. Within thirty (30) days of the City Planning Division transmittal of the Acceptance Form, the Applicant shall sign and return a copy of the Acceptance Form, agreeing to the conditions of approval and acknowledging that failure to comply with such conditions shall constitute grounds for potential revocation of the permit approval. Failure to return the Acceptance Form within thirty (30) days shall constitute grounds for terminating the permit.
5. In the event the Applicant violates or fails to comply with any conditions of approval of this permit, no further permits, licenses, approvals, or certificate of occupancy shall be issued until such violation(s) have been fully remedied.
6. No signs shall be installed on the site until a sign permit has been approved by the Planning Department and Building & Safety Division in conformance with the provisions set forth in [Chapter 17.62.080](#) ("Signs- Residential zones") of the MMC and the provisions set forth in the SPR.

7. The approval of the entitlement shall expire if the rights granted are not exercised within one (1) year from the SPR's effective date. Exercise of right shall mean issuance of a building permit to commence construction or similar activities demonstrating the intent to proceed with the project, as determined by _____ the _____ director.
8. The Director, at any time, can call for a review of the approved conditions of approval at a duly noticed public hearing before the Planning Commission. These condition(s) may be modified, or new condition(s) added to reduce any impacts of the use (Case No. PC-2024-0001-SPR).
9. The Applicant or successor in interest shall meet the applicable code requirements and all other City Department regulations.
10. All applicable conditions of approval from previous entitlements on the property shall remain in full force and effect, unless otherwise specifically noted in this Resolution.
11. The property owner will bear the full costs of all monitoring and inspection activities to be conducted by City staff, or its designated representative(s), as necessary to ensure compliance with the conditions of this Resolution.
12. Any change, expansion, intensification and/or modification to the proposed plans use, or mode of operations shall be subject to the review and approval by the Director who may take action or call for review by the Planning Commission at a noticed public hearing.
13. This approval shall not supersede the approval of any other responsible agencies. The Applicant shall comply with all Federal, State and local laws.
14. The approval of this SPR (Case No. PC-2024-0001-SPR) can be extended up to and not to exceed an additional two (2) years with a written request by the property owner thirty (30) days prior to the expiration date stating the reason and need for an extension and upon review and approval by the Director.
15. In the event of a violation of the conditions of approval, no further permits, licenses, approvals or certificates of occupancy shall be issued until such violation has been fully remedied.
16. The development and utilization of the site shall comply with all the provisions of all of the current Building, Plumbing, Mechanical, Electrical Codes, and City Ordinances, as well as additional requirements from the Montebello Building and Safety Division.

17. The development and utilization of the site shall be subject to the review and approval of the Building Department. Additional Montebello Building Department requirements may be required prior to issuing building permits.
18. The development and utilization of the site shall comply with all the provisions of all of the California Fire Code, International Fire Code, and National Fire Protection Association standards as well as additional requirements from the Montebello Fire Department.
19. **Modification to Plans.** Subsequent modification to this approval, which do not intensify the use, including but not limited to reorientation of structures, alteration of parking and circulation design, minor changes to the Conditions of Approval, interpretations of the Conditions of Approval relative to intent, necessity of, and timing, may be approved by the Director within a 25% deviation, unless the Director requires a Substantial Conformance or revised Permit application in accordance with the City Development Code.
20. The Applicant shall contact the Planning Division to arrange a Planning Inspection of the site prior to the release of occupancy/utilities. This inspection is to confirm that the conditions of approval and code requirements have been satisfied.
21. The Applicant shall submit detailed landscape and irrigation plans prepared by a licensed Landscape Architect, which meet the requirements set forth in MMC shall be required as a part of the project Plan Check review and approval process. Plans shall be forwarded to the Planning Division for final approval prior to issuance of building permits.
22. A copy of the approved Resolution shall be attached to the construction plans for any site improvement at the submittal of plans for plan check.
23. It is the responsibility of the property owner to have all graffiti on the site removed within twenty-four (24) hours of its appearance, or be subject to citation from the City Code Enforcement Division.
24. All improvements to the subject property shall be in compliance with all City Ordinances.
25. The hours of construction shall be 7:00 a.m. to 8:00 p.m., Monday through Friday, and weekends and holidays 9:00 a.m. to 6:00 p.m. as restricted by the MMC Section 9.08.050.
26. The street shall be swept at the end of the day if visible soil material is carried onto adjacent public paved roads.
27. Any parking space that fronts a building wall or fence with no separation

between the front end of the parking space and the wall or fence, shall be provided with a concrete wheel stop or curb barrier not less than two (2) feet from such wall or fence property line. Such wheel stop or curb barrier shall be securely installed and maintained.

28. The landscape plan shall conform to the MMC requirements. Shrubs shall not be less than three (3) feet in height when planted and cover not less than thirty (30) percent of the landscaped area. All landscaping shall cover the designated planting areas from the outset.
29. All trees shall be at least twenty-four inch (24") box or equivalent.
30. All landscape planters shall be surrounded by a six (6) inch concrete curb.
31. A trash enclosure shall be constructed of decorative masonry block or masonry block with decorative finish, such as stucco, and view-obscuring doors that are compatible with the main residence, subject to the final review and approval of the Planning Department. The applicant shall reflect this requirement on the plans submitted for plan check.
32. All existing and proposed utilities (Gas, Electricity, Communications, etc.) shall be placed underground. The applicant shall reflect this requirement on plans submitted for "Plan Check".
33. All outdoor utilities or machinery located outside the exterior walls, including roof-mounted equipment, shall be completely screened from view from any public right-of-way or adjacent residential use by either view obscuring landscaping or architectural features of the main building (i.e. parapet walls, façade extension, etc.), subject to the final review and approval of the Planning Department.
34. Any inevitable exposed wires shall be neatly bolted and painted to match the building color.
35. The exterior of all structures and walls shall be a neutral color scheme and shall be consistent with the provisions of the Color Ordinance of the City of Montebello, subject to the review and approval of the Planning Department.
36. Any substantial change or modification to the proposed site plan shall be subject to review and approval by the Planning Commission.

Building Division Conditions

1. The second sheet of building plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.

2. Plans prepared in compliance with the current Building Code shall be submitted to Building Division for review prior permit issuance.
3. Fees shall be paid to the County of Los Angeles Sanitation District prior to issuance of the building permit.
4. In accordance with paragraph 5538(b) of the California Business and Professions Code, plans are to be prepared and stamped by a licensed architect.
5. Structural calculations prepared under the direction of an architect, civil engineer or structural engineer shall be provided.
6. The proposed addition shall be designed with the same type of construction as that of the existing building, provided the total building area including both the existing building and addition comply with Section 506 of the Building Code. Unless the existing building is separated with the Fire Wall per Section 706, the addition designed as a separate building of different type of construction is prohibited to have openings in the exterior wall to allow access between the existing building and addition per Table 705.3.
7. Fire-resistance rating requirements for northerly (as well as easterly) exterior wall of the addition based on fire separation distance of 5 to 10 feet shall comply with Table 705.5 of the Building Code.
8. Maximum area of exterior wall openings and degree of open protection based on fire separation distance of 5 to 10 feet shall comply with Table 705.8 of the Building Code.
9. Egress court along the northerly setback less than 10 feet in width shall comply with the fire resistance rating requirements per Section 1029.3 of the Building Code.
10. Proposed parking garage of S-2 Occupancy shall be separated from the warehouse of S-1 Occupancy per Table 508.4 of the Building Code.
11. Mechanical ventilation in accordance with Building Code is required for the parking garage.
12. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
 - a) Observation of cleared areas and benches prepared to receive fill;
 - b) Observation of the removal of all unsuitable soils and other materials;
 - c) The approval of soils to be used as fill material;
 - d) Inspection of compaction and placement of fill;

- e) The testing of compacted fills; and
 - f) The inspection of review of drainage devices.
13. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by other soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the City, a new Preliminary Soils and/or Geotechnical Investigation.
 14. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.
 15. Stormwater Planning Program LID Plan Checklist (MS4-1 FORM) completed by Engineer of Record shall be copied on the first sheet of Building Plans and on the first sheet of Grading Plans. The form can be found at the following link:
 16. <https://www.dropbox.com/scl/fi/tzu1vhflhn8seitim9128/MONT-MS4-1-LID-Determination-Form.pdf?rlkey=e4nfkzc7ykqqd5u9kza1afjnmj&dl=0>
 17. All State of California disability access regulations for accessibility shall be complied with.
 18. Accessible parking spaces shall be provided within the parking garage as the garage is considered to be a separate parking facility per Section 11B-208.2 of the Building Code.
 19. Summary of Accessibility Upgrades for Commercial Projects shall be completed and the completed form shall be copied on the plans. The form can be found at the following link <https://www.dropbox.com/s/4xkjyn5fhggpotk/Accessibility%20Upgrade%20Summary%20Form.pdf?dl=0>
 20. Foundation inspection will not be made until setback of the addition has been surveyed and the setbacks determined to be in accordance with the approved plans by a land surveyor licensed by the State of California. THIS NOTE IS TO BE PLACED ON THE FOUNDATION PLAN IN A PROMINENT LOCATION.
 21. Additions, alterations, repairs and changes of use or occupancy in all buildings and structures shall comply with the provisions for new buildings and structures except as otherwise provided in the California Existing Building Code in effect.
 22. Separate application and plan review is required for Electrical plans.
 23. Separate application and plan review is required for Mechanical plans.

24. Separate application and plan review is required for Plumbing plans.
25. Plumbing fixtures shall be provided as required by the Chapter 4 of the California Plumbing Code. Additional fixtures may be required if not in compliance.
26. Project shall comply with the CalGreen Non-Residential mandatory requirements.
27. No form work or other construction materials will be permitted to encroach into adjacent property without written approval of the affected property owner.
28. All fire sprinkler hangers must be designed, and their location approved by an engineer or an architect. Calculations must be provided indicating that the hangers are designed to carry the tributary weight of the water filled pipe plus a 250-pound point load. A plan indication this information must be stamped by the engineer or the architect and submitted for approval prior to issuance of the building permit.
29. Separate permit is required for Fire Sprinklers.

Fire Department

Fire Code Requirements:

1. Fire access plan based on 2022 Edition California Fire Code and local amendments.
2. When the height of a structure at the roof eaves exceeds 27 feet or the capability of the fire department to access the roof safely utilizing ground ladders, the location and width of access roadways shall be such that the truck mounted aerial ladders may be utilized. Aerial ladder access shall include the ability to maneuver apparatus, deploy outriggers and provide proper climbing angles.
3. Elevator shall meet requirements of 2019 Edition California Fire Code, Chapter 6, Building Services and Systems and California Code of Regulations, Title 8, Division 1, Chapter 4, Subchapter 6, Elevator Safety Orders.
4. Elevator will be required to be gurney compliant.
5. Knox Boxes in approved location. Knox key switches for any mechanical security gates.
6. Provide additional public hydrants to meet fire flow requirements. (If applicable)
7. Fire hydrant plan based on 2019 Edition California Fire Code and City of Montebello local amendments.

8. Underground fire main/fire sprinkler supply plan based on 2022 Edition California Fire Code and NFPA 13/24 and Montebello Fire Department's plan check submittal requirements and notes.
9. Fire Sprinkler Overhead plan based on 2022 Edition California Fire Code and NFPA 13/13R and Montebello Fire Department's plan check submittal requirements and notes.
10. Fire sprinkler monitoring system plan based on 2019 Edition California Fire Code and NFPA 72 and Montebello Fire Department's plan check submittal requirements and notes.
11. Project will meet requirements of 2022 Edition California Fire Code, Chapter 12, Energy Systems.
12. Fire extinguishers per 2022 Edition California Fire Code and CCR Title 19.
13. Additional requirements maybe added during the plan check process.

Public Works Department

The following conditions and public improvements will be required to be performed and completed in an acceptable manner to the City in accordance with all applicable rules and laws. Federal, State, County and local laws and regulations for project implementation must be adhere to throughout the duration of the project. The Public Works Department may require other information or may impose additional conditions and requirements as deemed necessary to protect public health and safety.

1. General:

- 1) Onsite Groundwater Monitoring Wells, including legally removed, permanent, temporary and active wells, must be depicted on all site plans, grading plans and all other relevant plans. Include a legend that demonstrates ownership, date installed, and type of monitoring well and all other relevant information.
- 2) Comply with the City's ordinance pertaining to construction debris recycling. Contact the Building & Safety Department to obtain a Construction & Demolition Debris Diversion Program form. The Construction & Demolition Debris Diversion Program is also applicable with respect to the grading process.
- 3) Grading and drainage plans, geotechnical report (the report shall provide recommendations for pavement thicknesses, over excavation limits, and etc), infiltration report, and all other applicable reports/plans must be submitted to the Community Development Department for review and approval.

- 4) All USA/Dig Alert paint markings must be removed by the contractor from the sidewalk, curb & gutter and/or asphalt pavement once offsite improvements are completed.
- 5) The Engineering Division issues all encroachment/excavation permits in the public right-of-way. Permits are issued to valid State of California licensed contractors to perform the necessary work.
- 6) Alternative engineering methods for filtration and infiltration must be used to defray a percentage of the storm water runoff into the storm drain system.
- 7) Comply with all Federal, State, and local agency requirements pertaining to the Clean Water Act, which established regulations, set forth in the Countywide National Pollutant Discharge Elimination System (NPDES) Permit.
- 8) Low Impact Development (LID) is a requirement of the NPDES Permit No. CAS004004, Order No. ORDER NO. R4-2021-0105 and local Ordinances. The LID is a narrative report that explains the type of development and drainage of the site. It must address the post-construction water quality and habitat impact issues.
- 9) A recorded covenant indicating that the owner of the subject development is aware and agrees to maintain all stormwater BMP features for this project is required. The covenant shall include operation and maintenance guidelines prepared by the project civil engineer/architect.
- 10) Engineer to show the location of the sewer mainline, nearest manholes, lateral serving the project and configuration of the onsite sewer including diameter and material of the onsite sewer.
- 11) Engineer to show the location of the water mainline, water meters servicing the development and any newly proposed water meter locations.
- 12) Engineer to show will serve letter from the water purveyor.
- 13) Engineer to submit sewer study (or at minimum 2-week flow monitoring at the nearest two (2) manholes adjacent to the project)
- 14) The City Engineer may require other information or may impose additional conditions and requirements as deemed necessary to protect health and safety, and to benefit the public.

PASSED AND ADOPTED this 4th day of June 2024 by the Planning Commission.

Commissioner Cuevas: ☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN
Commissioner Morales: ☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN
Commissioner Valdez: ☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN
Commissioner Lomeli: ☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN
Commissioner Medina: ☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN

Alicia Morales, Chair

ATTEST:

Joseph A. Palombi, Director
Planning & Community Development Department

Notice of CEQA Exemption

To:
County of Los Angeles
Registrar-Recorder/County Clerk
12400 Imperial Highway
Norwalk, CA 90650

From:
City of Montebello
Planning & Community Development Department
1600 W. Beverly Blvd.
Montebello, CA 90640

Lead Agency: City of Montebello Planning and Community Development Department
Project Title: Site Plan Review to allow the construction of a 20,000 square foot addition to an existing warehouse.
Project Location: 2122 Flotilla Street, Montebello, CA 90640
Case Number(s): PC-2024-0001-SPR & ENV No. 01-24-CE

Description of Nature, Purpose, and Beneficiaries of Project: Site Plan Review (“SPR”) Case No. PC-2024-0001-SPR to allow the construction of a 20,000 square foot addition to an existing warehouse at 2122 Flotilla Street (“Project Site”).
Name of the Public Agency Approving the Project: City of Montebello
Name of Person or Agency Carrying Out the Project: Ignacio Crespo on behalf of Nguyen Phat Real Estate Investment LLC, (“Property Owner”)

Exempt Status (*check one*)
☐ Ministerial (Sec. 21080(b)(1); 15268(b)(3))
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☒ Categorical Exemption. State type and section number: Class 32- CEQA Guidelines Section 15332 (In-Fill Development)
☐ Statutory Exemptions. State code number:

Justification for Project Exemption:

The Project is Categorically Exempt per §15332 - Class 32 (In-Fill Development), as none of the limitations set forth in CEQA Guidelines 15300.2 apply. To qualify under an exemption pursuant to Class 32 of Section § 15332 (In Fill Development Projects), the following environmental findings must also be made. The project is consistent with the General Plan as well as applicable zoning designation and regulations being in the M-2 zone with various permitted uses, the Project occurs within City limits and is on a project site of no more than five (5) acres, and the Project Site has no value as habitat for endangered, rare, or threatened species because it is on an existing developed site. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality and the site can be adequately served by all required utilities and public services.

Lead Agency Contact Person: Joseph A. Palombi, Director of Planning & Community Development
Area Code/Telephone/Extension: (323) 887-1200

If filed by applicant, attach certified document issued by the Planning and Community Development Department stating that the Department has found the project to be exempt.

Signature: _____ Date: _____ Title: _____
☒ Signed by Lead Agency ☐ Signed by Applicant



ITEM # 3

**CITY OF MONTEBELLO
PLANNING COMMISSION AGENDA STAFF REPORT**

TO: Members of the Planning Commission

FROM: Joseph Palombi, Planning & Community Development Director

BY: Grace Hayashi, Assistant Planner

SUBJECT: **Modification of existing Conditional Use Permit (“CUP”) No. 16-19 (Case No. CUP-16-19-M2) to increase the square footage of the current cannabis cultivation operations from 21,290 square feet to 25,820 square feet for the property located at 7107 and 7117 Telegraph Road (APN: 6354-024-032 & 037) consisting of indoor cannabis Cultivation, Distribution, and Non-Store Front delivery to the adjacent 4,530 square foot office space located at 7109 Telegraph Road (APN: 6354-024-033)(“Project Site”) within an existing commercial building.**

DATE: June 4, 2024

RECOMMENDATION(S):

It is recommended that the Planning Commission conduct a public hearing and ADOPT the Planning Commission Resolution:

1. ADOPT Resolution No. 5-24 approving a Modification to existing Conditional Use Permit 16-19 (Case No. CUP-16-19-M2), subject to certain findings and conditions to add additional square footage to an existing cannabis site for the property located at 7109 Telegraph Road (“Project Site”); and
2. DETERMINE AND FIND that the project (ENV No. 3-24-CE) is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section (15301) – Class 1 (Existing Facilities) as it meets the conditions set forth under class 1 (Existing Facilities Projects).

FISCAL IMPACT:

None.

BACKGROUND:

On September 13, 2017, the City adopted Ordinance No. 2399 adding Chapter 5.90 entitled Cannabis Cultivation, Manufacturing, Distribution, and Testing with a required Development Agreement and Conditional Use Permit.

On June 13, 2018, the City adopted Ordinance No. 2404 adding Delivery-Only retailers along with Cultivation, Manufacturing, and Testing as conditionally approved activities/uses in the M-1 and M-2 zones with a Development Agreement (DA) and also adding a sensitive use buffer of 600-feet from residential zones.

On February 13, 2019, the City Council held a public hearing and recommended the selection of potential cannabis operators for Phase 3 consideration and adoption of fees. The City Council selected 21 potential operators and established a Conditional Use Permit filing due date of March 4, 2019, for said operators.

On June 10, 2019, CUP 16-19 submitted by S.B. Montebello Investments, LLC. for cannabis Cultivation, Manufacturing, Distribution, and Non-Store Front retail delivery was determined to be complete.

On November 10, 2021, the First Amendment to Development Agreement 3678 was approved administratively to transfer ownership from S.B. Montebello Investments, LLC, to Strategic Solutions, LLC.

On March 27, 2024, Strategic Solutions, LLC submitted a request for a modification to existing CUP 16-19 to add additional square footage to the existing cannabis operations. The applicant is also eliminating the manufacturing license associated with the business.

On March 27, 2024, staff issued a deemed complete letter to the Applicant pursuant to California Government Code Section 65943 et seq.

PROJECT/APPLICANT INFORMATION

Project Location: 7109 Telegraph Road

Project Applicant: Rand Kruse

Property Owner: Strategic Solutions, LLC (Craig Yamasaki)

General Plan Designation: Industrial

Zoning: M-2 (Heavy Manufacturing)

Existing Use on Property: Indoor Cannabis Cultivation, Manufacturing, Distribution, and Non-store Front Retail delivery located at 7107 and 7117 Telegraph Road within a 17-unit commercial/industrial condominium building.

Proposed Use: Indoor Cannabis Cultivation, Distribution, and Non-store Front Retail delivery located at 7107, 7117, and 7109 Telegraph Road within a 17-unit commercial/industrial condominium building. Per request of the Applicant, the

Manufacturing use will be eliminated from the license at all addresses associated with the business operator.

PROJECT DESCRIPTION

The project site is located within the M-2 (Heavy Manufacturing) zone and consists of two existing adjacent spaces at 7107 and 7117 Telegraph Road, and the proposed 4,530 square foot addition at the adjacent office space located at 7109 Telegraph Road ("Project Site"). The proposed 4,530 square foot first-floor addition to the adjacent office space located at 7109 Telegraph Road would be limited to "Mother and Clone" cultivation activities, which is consistent with the current business operations. "Mother and Clone" activities are an integral part of cannabis cultivation operations. The new cannabis operations square footage will consist of 25,820 square feet.

The proposed cannabis Cultivation, Distribution, and Non-Store Front retail delivery will utilize the three spaces consisting of 25,820 square feet. The Applicant proposes to use the existing parking layout on the site and does not propose any additions or exterior improvements and all construction will consist of interior tenant improvements.

ENVIRONMENTAL:

The Project is Categorically Exempt per §15301 - Class 1 (Existing Facilities), as defined in CEQA Guidelines Section 15301. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion or existing or former use. Per Subsection (e), it states that the exemption applies to additions to existing structures that will not result in an increase of more than (1) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less; or (2) 10,000 square feet if the project is located in an area that is not environmentally sensitive. This proposed project is adding an additional 4,530 square foot from existing space in an area that is not environmentally sensitive. There is no additional building footprint being added.

ANALYSIS:

Project Site

The project site is located on the north side of Telegraph Road between Church Road and Maple Avenue. The total site area is 210,622 square feet (or approximately 4.95 acres). The first existing space, 7107 Telegraph Road, is two-stories, approximately 13,160 square feet, and the second existing space located at 7117 Telegraph Road is a single-story, approximately 8,130 square feet. The total combined area under both existing spaces is 21,290 square feet. The existing spaces are two of seventeen commercial condominium units located within an existing 100,000 square-foot building. The proposed 4,530 square-foot first-floor addition to the adjacent office space at 7109 Telegraph Road. The updated square footage of the cannabis cultivation operations will total 25,820 square feet.

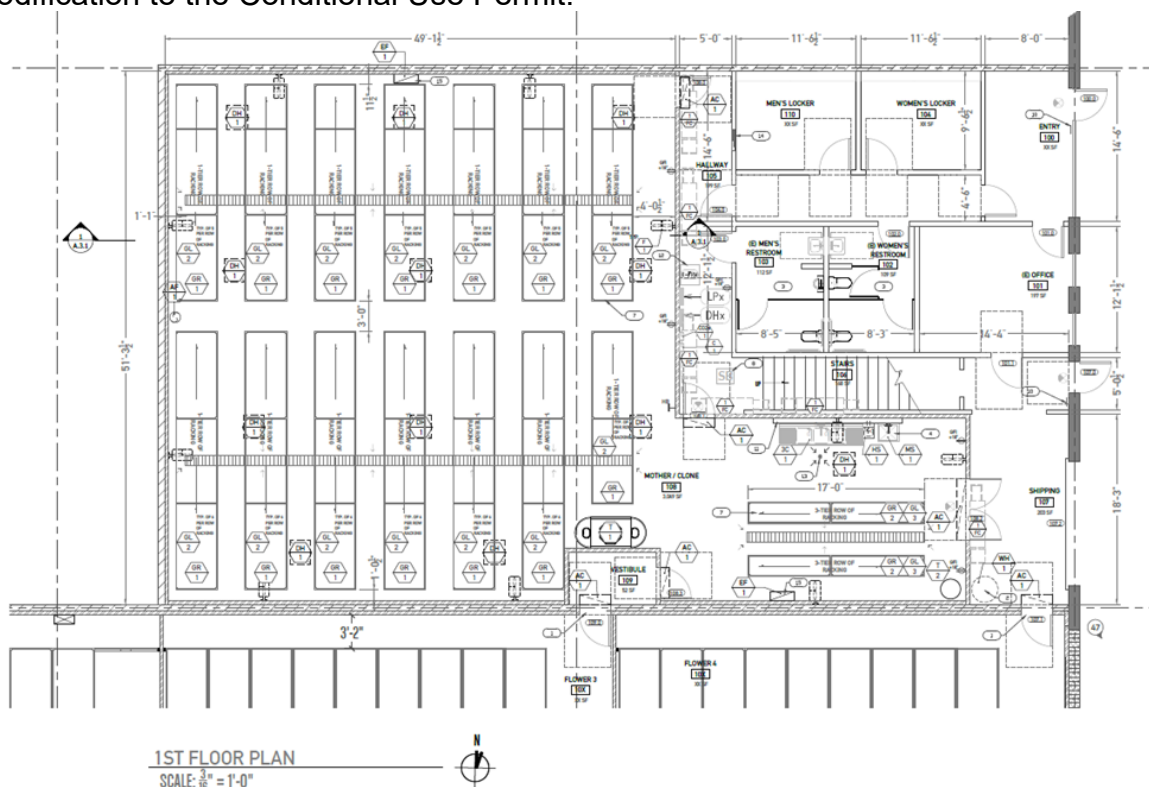
The surrounding zoning and land uses are listed as follows:

PLANNING COMMISSION AGENDA REPORT - MEETING OF JUNE 4, 2024

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Direction	Zone	Land Use
North	M-2	Industrial
South	M-2	Industrial
East	M-2	Industrial
West	M-2	Industrial

The following is intended to illustrate the development diagram associated with the Modification to the Conditional Use Permit:



TRAFFIC AND PARKING

The site is an approximately 4.95-acre lot and has two existing access points (driveways) for ingress and egress located on Telegraph Road. The driveway is existing and adequate in width to accommodate the proposed businesses. The project is proposed for cannabis Cultivation, Distribution, and Non-Store Front retail delivery. Thus, the operation will have limited employees compared to other typical industrial uses. This translates to less AM and PM peak hour trips. The current cannabis operator, Strategic Solutions, LLC., located at 7107 and 7117 Telegraph Road will occupy 25,820 square feet with a parking requirement of one parking space/five hundred square feet. Therefore, the cannabis operator will require 52 parking spaces. The project site has adequate shared parking throughout the entire 4.95-acre site and provides 52 parking spaces. Per the Montebello Municipal Code Chapter 17.52.030 Existing Uses, Requirements when intensity of uses increases, it states that "when the intensity of use of any building, structure or premises is increased through the addition of dwelling units, floor area, seating capacity or other unit of measurement specified herein the additional required parking and loading facilities for such increase shall be provided. The additional square footage to the existing cannabis cultivation site is from existing space within the commercial building. Cannabis uses require less parking; therefore, the project complies with parking.

The cannabis operation will not be open to the public, meaning there will be limited to no visitors to the site/business location and therefore minimizes additional parking. To ensure compliance, this will also be a condition of approval.

GENERAL PLAN

Staff believed the proposed Project would be consistent with, among other things, the following goals, and policies of the General Plan:

1. **General Plan Protect and Invest in Existing Assets Element #P2.6:** The City's industrial area should be preserved and maintained.
2. **General Plan Protect and Invest in Existing Assets Element #A2.5b:** Support local business operations.
3. **General Plan Stormwater Element #P3.11:** Effectively treat all urban runoff and stormwater and ensure that local groundwater supplies and downstream receiving waters are protected.
4. **General Plan Noise Element #P5.4:** Minimize noise impacts to ensure that noise does not detract from Montebello's quality of life.

The proposed modification conforms with the City of Montebello General Plan, and Land Use Element as the proposed use meets the intent of the Zoning Code through adherence to off-street parking requirements, trash area requirements, noise, existing building materials, mechanical equipment screening, and existing setbacks. The proposed project is in compliance with the M-2 (Heavy Manufacturing) zone because:

- Per the Index of Primary Uses, Cannabis uses are a conditionally permitted use in the M-1 and M-2 zone and the project site is not within six hundred feet of a R-zone.
- Proposed meets the development standards (nonconforming uses/structures) set forth in the Montebello Municipal Code Chapter 17.32.

MONTEBELLO MUNICIPAL CODE (MMC)

Modification to CUP Required Findings:

Pursuant to MMC Section 17.70.130 (Modification), any condition imposed upon the granting of a conditional use permit may be modified or eliminated, or new conditions may be added; provided, that the granting body shall first conduct a public hearing in the same manner as required for the granting of the original permit.

No such modification shall be made unless the commission finds that such modification is necessary to protect the public interest and/or adjacent or abutting properties; or, in case of deletion of an existing condition, that such action is necessary to permit reasonable operation and use under the conditional use permit.

FINDINGS-CONDITIONAL USE PERMIT

Pursuant to MMC Section 17.70.130 (Modification), any condition imposed upon the granting of a conditional use permit may be modified or eliminated, or new conditions may be added; provided, that the granting body shall first conduct a public hearing in the same manner as required for the granting of the original permit.

No such modification shall be made unless the commission finds that such modification is necessary to protect the public interest and/or adjacent or abutting properties; or, in case of deletion of an existing condition, that such action is necessary to permit reasonable operation and use under the conditional use permit.

Per Condition of Approval #28 of CUP 16-19, it states that, "Any change, expansion, intensification and/or modification to the proposed plans use, or mode of operations shall be subject to the review and approval by the Director of Planning and Community Development who may take action or call for review by the Planning Commission at a noticed public hearing".

Pursuant to Section 17.70.070 of the MMC, before any CUP shall be granted, all of the following findings must be made:

A. The site for the proposed use is adequate in size and shape;

The existing site is adequate in size and shape for the proposed use as there will be no change in the existing suite boundaries or building envelope. There are no changes to the existing façade. The proposed project is adding additional square footage to the existing use from the existing building.

B. The site has sufficient access to streets and highways, and is adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use;

The existing site that contains the proposed expansion was built in 2006 and currently conforms to the required road access and drive isle widths. The site is an approximately 4.95-acre lot and has two existing access points (driveways) for ingress and egress located on Telegraph Road. The driveway is existing and adequate in width to accommodate the proposed businesses. The proposed use is adding additional square footage from the existing building and will not significantly change the quantity and quality of traffic as the proposed use will only require a total of 4 to 6 employees.

C. How the proposed use will not have an adverse effect upon adjacent or abutting properties;

The proposed use will not have an adverse effect upon adjacent or abutting properties as there will be no differences from the exterior boundaries between the existing and proposed use.

D. How the proposed use is consistent with the objectives of the community redevelopment project target area in which the site is located;

The proposed use is consistent with the objectives of the community redevelopment project target area, specifically the South Montebello Industrial Redevelopment District, in which the site is located.

SUMMARY:

REPORTS RECEIVED

On March 28, 2024, the application for Case No. CUP-16-19-M2 was forwarded to the Fire Department, Building Department, Police Department, Parks, and Recreation Department, and Public Works Department for review, comments, and conditions. Below are the conditions that were received.

Planning Division Conditions

1. The applicant shall defend, indemnify, and hold harmless the city, its elected and appointed officials, agents, officers, and employees from any claim, action, or proceeding brought against the city, its elected and appointed officials, agents, officers, or employees arising out of, or which are related to the applicant's project or application (collectively referred to as "proceedings"). The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the city, if any, and cost of suit, attorney's fees, and other costs, liabilities, and expenses incurred or awarded in connection with the proceedings whether incurred by the applicant, the city and/or the parties initiating or bringing such proceedings. This indemnity provision shall include the applicant's obligation to indemnify the city for all the city's costs, fees, and damages that the city incurs in enforcing the indemnification provisions set forth herein. The city shall have the right to choose its own legal counsel to represent the city's interest in the proceedings.
2. The development and utilization of the subject site shall conform to the allowed use, except as provided for herein and by subsequent revisions found by the Director of Planning and Community Development ("Director") to be in substantial compliance with these provisions.
3. Within thirty (30) days of the City Planning Division transmittal of the Acceptance Form, the Applicant shall sign and return a copy of the Acceptance Form, agreeing to the conditions of approval and acknowledging that failure to comply with such conditions shall constitute grounds for potential revocation of the permit approval. Failure to return the Acceptance Form within thirty (30) days shall constitute grounds for terminating the permit.
4. The approval of the entitlement shall expire if the rights granted are not exercised within one (1) year from the CUP Modification's effective date. Exercise of right shall mean issuance of a building permit to commence construction or similar activities demonstrating the intent to proceed with the project, as determined by the Director.
5. Approval of Modification to CUP 16-19 is subject to approval, adoption, and fully executed Development Agreement by and between the City and the Applicant.
6. This approval under Modification to CUP 16-19 is for cannabis Cultivation (25,820 sq. ft.), Distribution and Non-Store Front delivery only that will occupy three spaces totaling 25,820 square feet within an existing commercial

- condominium building. The project shall maintain internal circulation within the three existing spaces at times.
7. Strategic Solutions, LLC. must be a registered business or entity with the Secretary of State of the State of California. If Strategic Solutions, LLC. is not registered in the State of California, this application and approval is invalid.
 8. A Business License and a Certificate of Occupancy shall be applied for and approved by the Community Development Department Planning at this location prior to operations. If operations commence prior to approval of these applications, this approval will be invalid and will be subject to revocation and all activities will be considered illegal.
 9. The Applicant and operation shall continually remain in compliance with all Montebello codes, Regulations, Ordinances and applicable State and Federal laws.
 10. This approval is the result of review of your submitted application and plans. Further review may be required as the operations begins activity to inspect facilities and review Live Scan results of employees.
 11. Within one year of approval, a review of the operation and facility will be performed to determine continued compliance with the most current Cannabis Ordinance. The approval shall remain valid indefinitely as long as the organization remains in good standing and complies with all requirements including any and all payments required under the requisite Development Agreement.
 12. A Security Plan must be submitted by a certified, bonded, and licensed security company. The security plan will include but not be limited to security cameras on site, screened fencing, and a storage vault or safe. The security Plan must be reviewed and approved by the Police Chief or his designee before a Certificate of Occupancy is issued.
 13. Access to the security cameras must be granted upon request by the City representatives seeking access to the building.
 14. The applicant's business of cannabis Cultivation, Distribution and Non-Store Front activity will not have any members of the public visit the premises at 7101, 7117, and 7109 Telegraph Road for acquisition or sale of any product.
 15. Off-street parking. The existing building area of 25,820 square feet consists of two spaces and at 1 parking space per 500 sq. ft., 52 parking spaces are required. The project under CUP 16-19 provides the required 52 existing parking spaces.
 16. The development of the subject site shall be consistent with all of the provisions of the Montebello Municipal Code (MMC) and modification to existing Conditional Use Permit (CUP 16-19).
 17. All storage shall be maintained indoors.
 18. Modification to Plans. Subsequent modification to this approval, which do not intensify the use, including but not limited to reorientation of structures, alteration of parking and circulation design, minor changes to the Conditions of Approval, interpretations of the Conditions of Approval relative to intent, necessity of, and timing, may be approved by the Community Development Director within a 25% deviation, unless the Director requires a Substantial Conformance or revised Permit application in accordance with the City Development Code.

19. The Director of Planning and Community Development, at any time, can call for a review of the approved conditions of approval at a duly noticed public hearing before the Planning Commission. These condition(s) may be modified, or new condition(s) added to reduce any impacts of the use. The Planning Commission may revoke the Conditional Use Permit (CUP 16-19) if sufficient cause is given.
20. No transfer or change in ownership or location. Applicant/owner may not transfer, sell, pledge, assign, grant an option, or other dispose of his or her ownership interest in the business or development agreement, without the advanced approval of the City Council.
21. The applicant or successor in interest shall meet the applicable Code requirements and all other City Departments regulations.
22. Applicant shall repair any and all damaged sidewalk along street frontage of property. A permit from the Montebello Public Works Department shall be secured before any work may commence within the public right away.
23. Any and all cannabis waste will and may not be discharged into public sewer. Provide a report that identifies waste materials that are going to be discharged into public sewers.
24. Provide a report on how any toxic or hazardous waste materials or by products will be disposed of. Provide an ongoing program for monitoring the disposition of any identified hazardous or toxic materials.
25. Must obtain approval from LA County Sanitation District for any required Industrial Waste permit(s).
26. All applicable conditions of approval from previous entitlements on the property shall remain in full force and effect, unless otherwise specifically noted in this Resolution.
27. The Applicant will bear the full costs of all monitoring and inspection activities to be conducted by City staff, or its designated representative(s), as necessary to ensure compliance with the conditions of this Resolution.
28. Any change, expansion, intensification and/or modification to the proposed plans use, or mode of operations shall be subject to the review and approval by the Director of Planning and Community Development who may take action or call for review by the Planning Commission at a noticed public hearing.
29. The Applicant shall have all graffiti on-site removed within 24 hours of its appearance.
30. The operation of the said use shall at all times be conducted in a manner not detrimental to surrounding properties or residents by reason of lights, noise, activities, parking, or other actions. All activities must be conducted within the building.
31. All employees of the businesses on-site shall be out of the premises no later than one hour after closing. No "after hours" operations shall be permitted.
32. No loitering in the parking area and Applicant shall control all employees leaving the premises. Signs shall be posted notifying employees. The size, content, and location of the sign(s) are subject to the review and approval of the Director of Planning and Community Development prior to installation.
33. The applicant and business operator shall take the necessary steps to assure the orderly conduct of employees. No members of the public are allowed to patron and visit the premises.

34. The parking area shall be sufficiently lit and secured to discourage loitering and/or late-night activity.
35. All outdoor utilities, machinery, and equipment, including roof-mounted equipment, shall be completely screened from the public right-of-way, in a manner that is compatible with the structure. The method of screening shall be subject to the review and approval of the Director of Planning and Community Development and the Building Official prior to issuing building permits.
36. This approval shall not supersede the approval of any other responsible agencies. The applicant shall comply with all Federal, State and local laws.
37. The approval of this Modification to Conditional Use Permit (CUP 16-19) shall expire if the rights granted are not exercised within two (2) years from the effective date of this Resolution. Exercise of rights shall mean the issuance of a Building permit.
38. The approval of this Modification to Conditional Use Permit (CUP 16-19) can be extended up to and not to exceed an additional two (2) years with a written request by the property owner stating the reason and need for an extension and upon review and approval by the Director of Planning and Community Development.
39. Within 30 days of the City Planning Division transmittal of the Acceptance Form, the applicant shall sign and return a copy of the Acceptance Form, agreeing to the conditions of approval and acknowledging that failure to comply with such conditions shall constitute grounds for potential revocation of the permit approval. Failure to return the Acceptance Form within 30 days shall constitute grounds for terminating the permit.
40. In the event of a violation of the conditions of approval, no further permits, licenses, approvals or certificates of occupancy shall be issued until such violation has been fully remedied.
41. Parking shall be provided in accordance with the regulations of Chapter 17.52 of the Montebello Municipal Zoning Code.
42. The premises shall be kept clean, and the operator of the establishment shall insure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way.
43. All screening must be reviewed and approved by the Planning Division prior to the issuance of any building permits to construct the screening.
44. If, at any time, a litter problem arises, the Director of Community Development may require a litter clean-up plan to be submitted and reviewed. The litter clean-up plan shall include a schedule of time and frequency of litter clean-up activities. Upon approval of the plan by the Director of Planning and Community Development, the measures of the plan shall be implemented. This condition may require the operator of the use to post a bond to ensure litter compliance.
45. The premises shall be kept clean, and the operator of the establishment shall insure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way.
46. The development and utilization of the site shall comply with all the provisions of all of the current Building, Plumbing, Mechanical, Electrical Codes and City Ordinances, as well as additional requirements from the Montebello Building and Safety Division.

47. The development and utilization of the site shall be subject to the review and approval of the Public Works Department. Additional Montebello Public Works Department requirements may be required prior to issuing building permits.
48. The development and utilization of the site shall comply with all the provisions of all of the California Fire Code, International Fire Code, and National Fire Protection Association standards as well as additional requirements from the Montebello Fire Department.
49. All signage is subject to final review and approval by the Planning Division and will be done under a separate permit.
50. All temporary signage is subject to the restrictions of the City's sign ordinance.
51. No coin-operated games or video machines were maintained upon the premises at any time.
52. The Planning Commission, and the City Council on appeal, shall have the right to impose additional conditions for the protection of public health, safety and welfare.
53. Compliance with the current edition of the California Fire Code.
54. Applicant shall adhere to all applicable codes, standards, and/or regulations. And shall meet any and all conditions as may be required by South Coast Air Quality Management District, any and all water boards, Montebello Building Safety, Montebello Public Works, and Montebello Police and Fire.
55. Compliance with the current edition of the California Fire Code, Appendix B, titled "Fire-Flow Requirements for Buildings", as the standard for delivery of fire flow to the site.
56. Compliance with the Montebello Municipal Code, Chapter 15.32, titled "California Fire Code" adoptions.
57. Compliance with all nationally recognized standards, laws, and ordinances.
 - i. That a masonry wall of six feet in height shall be constructed around the parking area of such establishments when said area is adjacent to properties zones or used for residential purposes or any of the above referenced consideration points.
 - ii. That the noise levels generated by the operation of such establishment shall not exceed sixty-five dBA between the hours of seven a.m. to ten p.m., and not exceed sixty dBA between the hours of ten p.m. to seven a.m., so as to mitigate the impact on adjoining properties zoned or used for residential purposes. The measurement of noise levels shall be taken at the location of the shared property line.
 - iii. That exterior lighting of the parking area shall be kept at an intensity of between one- and two-foot candles, so as to provide adequate lighting for employees while not disturbing surrounding residential or commercial areas. Light sources shall be shielded from adjacent properties and from the sky.
 - iv. That special security measures such as security guards and burglar alarm systems as specified by the police department may be required, which must be reflected in the submitted security plan.
 - v. Exterior storage of any kind shall be prohibited, except where allowed per the Montebello Municipal Code.

- vi. That litter and trash receptacles shall be located at convenient locations inside and outside establishments, and operators of such establishments shall remove trash and debris on a daily basis.
 - vii. That no signs shall be installed on the site until a sign permit has been approved by the Planning Division and a building permit issued by the Building and Safety Division in conformance with the provisions set forth in Chapter 17.62 of the Montebello Municipal Code.
58. The Applicant shall contact the Planning Division to arrange a Planning Inspection of the site prior to the release of occupancy/utilities. This inspection is to confirm that the conditions of approval and code requirements have been satisfied.
59. The Applicant shall submit detailed landscape and irrigation plans prepared by a licensed Landscape Architect, which meet the requirements set forth in MMC shall be required as a part of the project Plan Check review and approval process. Plans shall be forwarded to the Planning Division for final approval prior to issuance of building permits.
60. A copy of the approved Resolution shall be attached to the construction plans for any site improvement at the submittal of plans for plan check.
61. It is the responsibility of the property owner to have all graffiti on the site removed within twenty-four (24) hours of its appearance or be subject to citation from the City Code Enforcement Division.
62. All improvements to the subject property shall be in compliance with all City Ordinances.
63. The hours of construction shall be 7:00 a.m. to 8:00 p.m., Monday through Friday, and weekends and holidays 9:00 a.m. to 6:00 p.m. as restricted by the MMC Section 9.08.050.
64. The street shall be swept at the end of the day if visible soil material is carried onto adjacent public paved roads.
65. A trash enclosure shall be constructed of decorative masonry block or masonry block with decorative finish, such as stucco, and view-obscuring doors that are compatible with the main residence, subject to the final review and approval of the Planning Department. The applicant shall reflect this requirement on the plans submitted for plan check.
66. All existing and proposed utilities (Gas, Electricity, Communications, etc.) shall be placed underground. The applicant shall reflect this requirement on plans submitted for "Plan Check".
67. All outdoor utilities or machinery located outside the exterior walls, including roof-mounted equipment, shall be completely screened from view from any public right-of-way or adjacent residential use by either view obscuring landscaping or architectural features of the main building (i.e. parapet walls, façade extension, etc.), subject to the final review and approval of the Planning Department.
68. Any inevitable exposed wires shall be neatly bolted and painted to match the building color.
69. The exterior of all structures and walls shall be a neutral color scheme and shall be consistent with the provisions of the Color Ordinance of the City of Montebello, subject to the review and approval of the Planning Department.

70. Any substantial change or modification to the proposed site plan shall be subject to review and approval by the Planning Commission.

Building Division Conditions

1. The second sheet of building plans is to list all conditions of approval and to include a copy of the Planning Commission determination report. This information shall be incorporated into the plans prior to the first submittal for plan check.
2. Plans prepared in compliance with the current Building Code shall be submitted to the Building Division for review prior to permit issuance.
3. School Developmental Fees shall be paid to the Montebello Unified School District prior to the issuance of the building permit.
4. Fees shall be paid to the County of Los Angeles Sanitation District prior to issuance of the building permit.
5. In accordance with paragraph 5538(b) of the California Business and Professions Code, plans are to be prepared and stamped by a licensed architect.
6. A means of egress analysis shall be provided to justify with the increase of occupant load due to change of occupancy to Group F-1 does not cause the common path of egress travel distance to exceed to maximum allowed in the Building Code per Table 1006.2.1, to justify the two existing egress doors are arranged to comply with Section 1007.1.1 and/or maximum exit access travel distance per Table 1017.2 is not exceeded.
7. The project structural or civil engineer shall verify whether the existing demising wall between tenant spaces is structural, carrying gravity and/or lateral loads. When determined to be structural, structural calculations prepared under the direction of a licensed professional shall be provided for creating new openings in or other structural modifications to the wall.
8. All State of California disability access regulations for accessibility and adaptability shall be complied with.
9. Summary of Accessibility Upgrades for Commercial Projects shall be completed, and the completed form shall be copied on the plans The form can be found at the following link.
<https://www.dropbox.com/s/4xkjyn5fhggpotk/Accessibility%20Upgrade%20Summary%20Form.pdf?dl=0>
10. Additions, alterations, repairs and changes of use or occupancy in all buildings and structures shall comply with the provisions for new buildings and structures except as otherwise provided in the California Existing Building Code in effect.
11. Separate application and plan review is required for Electrical plans.
12. Separate application and plan review is required for Mechanical plans.
13. Separate application and plan review is required for Plumbing plans.
14. Project shall comply with the CalGreen Non-Residential mandatory requirements.

Fire Department Conditions

1. Automatic Sprinkler Systems/Fire Alarm and Detection Systems
 - i. Shall be in accordance with the F-1 occupancy classification including, but not limited to the *CFC §903 and §907, NFPA 13 and NFPA 72*.
2. A Hazardous Materials Handler Permit is required for all businesses that exceed the reportable threshold limits, including but not limited to the following (CRRD will verify with Los Angeles County Fire Department prior to business conducting operations. CRRD will continually verify on biannual inspections of cannabis operations and notify LACoFD of pertinent details):
 - i. The following are the threshold markers for LACo:
 1. 55 gallons for liquids (ex: flammable/combustible liquids, alcohols, solvents).
 2. 200 cubic feet for compressed gas (i.e., propane and butane)
 3. The following cryogenic, refrigerated, or compressed gases are reportable in quantities of 1,000 cubic feet.
 4. Simple Asphyxiates - per Title 8 of the CCR section 5194.
 5. CO2 non-flammable refrigerant gases, as defined in the CFC, are used in refrigeration systems.
 6. Gases used in closed fire suppression systems.
 7. 500-pounds for solids (ex. sodium hydroxide, boric acid, sodium cyanide).
3. A detailed hazard and process analysis shall identify all components of the cultivation process to be conducted within the proposed site and shall reference all applicable provisions of the most recent Building, Electrical, Fire, and Mechanical Codes.
4. Key Box: An approved and listed Knox key box, as required in *CFC §506*, shall be installed on all buildings in the City of Montebello and access to said buildings as necessary.
5. CO2 Enrichment Systems: CO2 Enrichment requirements shall follow, but not be limited to CFC Chapter 53 and 55. CO2 sensor activation ppm and local alarming requirements per CFC.
6. NFPA 704 Building Placards: Any building that has flammable or combustible gas for extraction process shall have an appropriate placard externally placed on the building, on the address side, and at any access point within the building where the enrichment process occurs.

Protection from Damage: CO2 systems shall be installed so the storage tanks, cylinders, piping, and fittings are protected from damage by occupants or equipment during normal facility operations.
7. Container Refilling: CO2 containers located indoors shall not be refilled unless filled from a remote connection located outdoors.
8. Ventilation: Indoor storage and use areas and storage buildings shall be provided with ventilation in accordance with the requirements of Section 5004.3. Where mechanical ventilation is provided, the systems shall be operational during such time as the building or space is occupied.
9. Safety and Emergency Evacuation Plan: All cannabis facilities shall follow *CFC§404.2.1 and §404.2.2*.

Public Works Division Conditions

1. Comply with the City's ordinance pertaining to construction debris recycling. Contact the Building and Safety Department to obtain a Construction and Demolition Debris Diversion Program form. The Construction and Demolition Debris Diversion Program is also applicable with respect to the grading process.
2. If any works are in public right-of-way, encroachment/excavation permits will be required. Encroachment permits are issued to valid State of California licensed contractors to perform the necessary work.
3. All USA/Dig Alert paint markings must be removed by the contractor from the sidewalk, curb, and gutter and/or asphalt pavement once offsite improvements are completed.

PUBLIC NOTIFICATION

Pursuant to MMC Section 17.78 (Public Hearings, Notices, and Appeals), the following noticing was performed:

- On May 23, 2024, Public Hearing Notice was published in the Daily Journal (Whittier Daily News); and
- On May 23, 2024, Public Hearing Notice was mailed to all property owners within a 300-foot radius from the exterior boundaries of project site.

ATTACHMENT(S)

1. Attachment A-7109 Telegraph Road Resolution
2. Attachment B-7109 Telegraph Road Site Plan
3. Attachment C-NOE 7109 Telegraph Road
4. Attachment D-D.A. No. 3678 - Cannabis Dev. 16-19 - Amendment No.1

Exhibit A

CITY OF MONTEBELLO PLANNING COMMISSION

RESOLUTION NO. 5-24

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO, CALIFORNIA APPROVING MODIFICATION TO EXISTING CONDITIONAL USE PERMIT NO. CUP 16-19 (CASE NO. CUP-16-19-M2) TO ALLOW ADDITIONAL SQUARE FOOTAGE OF THE CURRENT CANNABIS CULTIVATION OPERATIONS FROM 21,290 SQUARE FEET FOR THE PROPERTY LOCATED AT 7107 AND 7117 TELEGRAPH ROAD CONSISTING OF INDOOR CANNABIS CULTIVATION, DISTRIBUTION, AND NON-STORE FRONT RETAIL DELIVERY TO THE ADJACENT 4,530 SQUARE FOOT OFFICE SPACE LOCATED AT 7109 TELEGRAPH ROAD (APN 6354-024-033) WITHIN AN EXISTING COMMERCIAL BUILDING AND ADOPTING A NOTICE OF EXEMPTION UNDER CLASS 15301 – CLASS 1 (EXISTING FACILITIES)

WHEREAS, on March 27, 2024, a Modification to Conditional Use Permit (“CUP”) (Case No. CUP-16-19-M2) application was filed by Rand Kruse (“Applicant”), on behalf of Strategic Solutions, LLC (“Property Owner”) to add additional square footage of the current cannabis cultivation operation from 21,290 square feet for the property located at 7107 and 7117 Telegraph Road consisting of indoor cannabis cultivation, distribution, and non-store front retail delivery to the adjacent 4,530 square foot office space located at 7109 Telegraph in the City of Montebello (“City”) the Project Site (“Project”); and

WHEREAS, pursuant to Montebello Municipal Code (“MMC”) Section 5.90.050(C), a conditional use permit is required for a cannabis cultivation operation in accordance with Chapter 17.70 of the MMC; and

WHEREAS, pursuant to Section 21067 of the Public Resources Code, and Section 15367 of the California Environmental Quality Act (“CEQA”) Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City of Montebello is the lead agency for the proposed Project; and

WHEREAS, the Modification to Conditional Use Permit No. CUP 16-19 is considered a “project”, per the California Environmental Quality Act definition of a “project”; and

WHEREAS, the project is Categorically Exempt per CEQA §15301, Class 1 (Existing Facilities) and meets the conditions set forth under Class 1 (Existing Facilities); and

1. The project consists of the operation repair, maintenance, permitting, leasing, licensing, or minor alterations of existing private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing of former use.

2. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
3. Approval of the project would not result in any reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

WHEREAS, a duly noticed public hearing has been held, at which the Planning Commission received and considered staff presentations, recommendations, public testimony, and all other matters presented at the public hearing and included in the record for this matter, and all other legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the Planning Commission of the City of Montebello hereby finds, declares, and resolves as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are hereby incorporated as substantive findings in this Resolution.

SECTION 2. FINDINGS.

- A. **GENERAL PLAN.** The Planning Commission of the City of Montebello finds that the proposed Project is consistent with the General Plan.

Per the Montebello General Plan, the Project conforms to:

- 1. General Plan Protect and Invest in Existing Assets Element #P2.6:** The City's industrial area should be preserved and maintained.
- 2. General Plan Protect and Invest in Existing Assets Element #A2.5b:** Support local business operations.
- 3. General Plan Stormwater Element #P3.11:** Effectively treat all urban runoff and stormwater and ensure that local groundwater supplies and downstream receiving waters are protected.
- 4. General Plan Noise Element #P5.4:** Minimize noise impacts to ensure that noise does not detract from Montebello's quality of life.

The proposed modification conforms with the City of Montebello General Plan, and Land Use Element as the proposed use meets the intent of the Zoning Code through adherence to off-street parking requirements, trash area requirements, noise, existing building materials, mechanical equipment screening, and existing setbacks. The proposed project is in compliance with the M-2 (Heavy Manufacturing) zone because:

- Per the Index of Primary Uses, Cannabis uses are a conditionally permitted use in the M-1 and M-2 zone and the project site is not within six hundred feet of a R-zone.
- Proposed meets the development standards (nonconforming uses/structures) set forth in the Montebello Municipal Code Chapter 17.32.

B. **CONDITIONAL USE PERMIT.** Pursuant to Section 17.70.070 of the MMC, before any CUP shall be granted, all of the following findings must be made:

A. The site for the proposed use is adequate in size and shape;

The existing site is adequate in size and shape for the proposed use as there will be no change in the existing suite boundaries or building envelope. There are no changes to the existing façade. The proposed project is adding additional square footage to the existing use from the existing building.

B. The site has sufficient access to streets and highways, and is adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use;

The existing site that contains the proposed expansion was built in 2006 and currently conforms to the required road access and drive isle widths. The site is an approximately 4.95-acre lot and has two existing access points (driveways) for ingress and egress located on Telegraph Road. The driveway is existing and adequate in width to accommodate the proposed businesses. The proposed use is adding additional square footage from the existing building and will not significantly change the quantity and quality of traffic as the proposed use will only require a total of 4 to 6 employees.

C. How the proposed use will not have an adverse effect upon adjacent or abutting properties;

The proposed use will not have an adverse effect upon adjacent or abutting properties as there will be no differences from the exterior boundaries between the existing and proposed use.

D. How the proposed use is consistent with the objectives of the community redevelopment project area in which the site is located;

The proposed use will meet the intent of the Zoning Code through adherence to

off-street parking requirements, trash area requirements, noise, existing building materials, mechanical equipment screening, and existing setbacks. The proposed use will be consistent with the General Plan by contributing to the prosperity and health and safety of the community.

SECTION 3. CEQA. The Planning Commission finds that the actions taken under this Resolution are exempt from CEQA under the CEQA Categorical Class 1 exemption pursuant to CEQA Guidelines § 15301(e) (Existing Facilities) for additions to existing structures that are less than 10,000 square feet and not located in an environmentally sensitive area. None of the limitations set forth in CEQA Guidelines 15300.2 apply.

SECTION 4. APPROVALS. The Planning Commission hereby approves Modification to Conditional Use Permit 16-19 (“CUP”) Case No. CUP-16-19-M2 with conditions to permit the increase of square footage to the current cannabis cultivation operations from 21,290 square feet to 25,820 square feet for the property located at 7107 and 7117 Telegraph Road (APN: 6354-024-032 & 037) consisting of indoor cannabis Cultivation, Distribution, and Non-Store Front delivery to the adjacent 4,530 square foot office space located at 7109 Telegraph Road (APN: 6354-024-033) (“Project Site”) within an existing commercial building for Rand Kruse (“Applicant”) on behalf of Strategic Solutions (“Property Owner”) pursuant to MMC Chapter 17.70.130 – CUP.

SECTION 5. The Planning Commission finds that the foregoing conditions of approval are necessary and appropriate.

A. Planning Division Conditions

1. The applicant shall defend, indemnify, and hold harmless the city, its elected and appointed officials, agents, officers, and employees from any claim, action, or proceeding brought against the city, its elected and appointed officials, agents, officers, or employees arising out of, or which are related to the applicant’s project or application (collectively referred to as “proceedings”). The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the city, if any, and cost of suit, attorney’s fees, and other costs, liabilities, and expenses incurred or awarded in connection with the proceedings whether incurred by the applicant, the city and/or the parties initiating or bringing such proceedings. This indemnity provision shall include the applicant’s obligation to indemnify the city for all the city’s costs, fees, and damages that the city incurs in enforcing the indemnification provisions set forth herein. The city shall have the right to choose its own legal counsel to represent the city’s interest in the proceedings.

2. The development and utilization of the subject site shall conform to the allowed use, except as provided for herein and by subsequent revisions found by the Director of Planning and Community Development (“Director”) to be in substantial compliance with these provisions.
3. Within thirty (30) days of the City Planning Division transmittal of the Acceptance Form, the Applicant shall sign and return a copy of the Acceptance Form, agreeing to the conditions of approval and acknowledging that failure to comply with such conditions shall constitute grounds for potential revocation of the permit approval. Failure to return the Acceptance Form within thirty (30) days shall constitute grounds for terminating the permit.
4. The approval of the entitlement shall expire if the rights granted are not exercised within one (1) year from the CUP Modification’s effective date. Exercise of right shall mean issuance of a building permit to commence construction or similar activities demonstrating the intent to proceed with the project, as determined by the Director.
5. Approval of Modification to CUP 16-19 is subject to approval, adoption, and fully executed Development Agreement by and between the City and the Applicant.
6. This approval under Modification to CUP 16-19 is for cannabis Cultivation (25,820 sq. ft.), Distribution and Non-Store Front delivery only that will occupy three spaces totaling 25,820 square feet within an existing commercial condominium building. The project shall maintain internal circulation within the three existing spaces at times.
7. Strategic Solutions, LLC. must be a registered business or entity with the Secretary of State of the State of California. If Strategic Solutions, LLC. is not registered in the State of California, this application and approval is invalid.
8. A Business License and a Certificate of Occupancy shall be applied for and approved by the Community Development Department Planning at this location prior to operations. If operations commence prior to approval of these applications, this approval will be invalid and will be subject to revocation and all activities will be considered illegal.
9. The Applicant and operation shall continually remain in compliance with all Montebello codes, Regulations, Ordinances and applicable State and Federal laws.
10. This approval is the result of review of your submitted application and plans. Further review may be required as the operations begins activity to inspect facilities and review Live Scan results of employees.

11. Within one year of approval, a review of the operation and facility will be performed to determine continued compliance with the most current Cannabis Ordinance. The approval shall remain valid indefinitely as long as the organization remains in good standing and complies with all requirements including any and all payments required under the requisite Development Agreement.
12. A Security Plan must be submitted by a certified, bonded, and licensed security company. The security plan will include but not be limited to security cameras on site, screened fencing, and a storage vault or safe. The security Plan must be reviewed and approved by the Police Chief or his designee before a Certificate of Occupancy is issued.
13. Access to the security cameras must be granted upon request by the City representatives seeking access to the building.
14. The applicant's business of cannabis Cultivation, Distribution and Non-Store Front activity will not have any members of the public visit the premises at 7101, 7117, and 7109 Telegraph Road for acquisition or sale of any product.
15. Off-street parking. The existing building area of 25,820 square feet consists of two spaces and at 1 parking space per 500 sq. ft., 52 parking spaces are required. The project under CUP 16-19 provides the required 52 existing parking spaces.
16. The development of the subject site shall be consistent with all of the provisions of the Montebello Municipal Code (MMC) and modification to existing Conditional Use Permit (CUP 16-19).
17. All storage shall be maintained indoors.
18. Modification to Plans. Subsequent modification to this approval, which do not intensify the use, including but not limited to reorientation of structures, alteration of parking and circulation design, minor changes to the Conditions of Approval, interpretations of the Conditions of Approval relative to intent, necessity of, and timing, may be approved by the Community Development Director within a 25% deviation, unless the Director requires a Substantial Conformance or revised Permit application in accordance with the City Development Code.
19. The Director of Planning and Community Development, at any time, can call for a review of the approved conditions of approval at a duly noticed public hearing before the Planning Commission. These condition(s) may be modified, or new condition(s) added to reduce any impacts of

the use. The Planning Commission may revoke the Conditional Use Permit (CUP 16-19) if sufficient cause is given.

20. No transfer or change in ownership or location. Applicant/owner may not transfer, sell, pledge, assign, grant an option, or other dispose of his or her ownership interest in the business or development agreement, without the advanced approval of the City Council.
21. The applicant or successor in interest shall meet the applicable Code requirements and all other City Departments regulations.
22. Applicant shall repair any and all damaged sidewalk along street frontage of property. A permit from the Montebello Public Works Department shall be secured before any work may commence within the public right away.
23. Any and all cannabis waste will and may not be discharged into public sewer. Provide a report that identifies waste materials that are going to be discharged into public sewers.
24. Provide a report on how any toxic or hazardous waste materials or by products will be disposed of. Provide an ongoing program for monitoring the disposition of any identified hazardous or toxic materials.
25. Must obtain approval from LA County Sanitation District for any required Industrial Waste permit(s).
26. All applicable conditions of approval from previous entitlements on the property shall remain in full force and effect, unless otherwise specifically noted in this Resolution.
27. The Applicant will bear the full costs of all monitoring and inspection activities to be conducted by City staff, or its designated representative(s), as necessary to ensure compliance with the conditions of this Resolution.
28. Any change, expansion, intensification and/or modification to the proposed plans use, or mode of operations shall be subject to the review and approval by the Director of Planning and Community Development who may take action or call for review by the Planning Commission at a noticed public hearing.
29. The Applicant shall have all graffiti on-site removed within 24 hours of its appearance.
30. The operation of the said use shall at all times be conducted in a manner not detrimental to surrounding properties or residents by reason of lights,

noise, activities, parking, or other actions. All activities must be conducted within the building.

31. All employees of the businesses on-site shall be out of the premises no later than one hour after closing. No "after hours" operations shall be permitted.
32. No loitering in the parking area and Applicant shall control all employees leaving the premises. Signs shall be posted notifying employees. The size, content, and location of the sign(s) are subject to the review and approval of the Director of Planning and Community Development prior to installation.
33. The applicant and business operator shall take the necessary steps to assure the orderly conduct of employees. No members of the public are allowed to patron and visit the premises.
34. The parking area shall be sufficiently lit and secured to discourage loitering and/or late-night activity.
35. All outdoor utilities, machinery, and equipment, including roof-mounted equipment, shall be completely screened from the public right-of-way, in a manner that is compatible with the structure. The method of screening shall be subject to the review and approval of the Director of Planning and Community Development and the Building Official prior to issuing building permits.
36. This approval shall not supersede the approval of any other responsible agencies. The applicant shall comply with all Federal, State and local laws.
37. The approval of this Modification to Conditional Use Permit (CUP 16-19) shall expire if the rights granted are not exercised within two (2) years from the effective date of this Resolution. Exercise of rights shall mean the issuance of a Building permit.
38. The approval of this Modification to Conditional Use Permit (CUP 16-19) can be extended up to and not to exceed an additional two (2) years with a written request by the property owner stating the reason and need for an extension and upon review and approval by the Director of Planning and Community Development.
39. Within 30 days of the City Planning Division transmittal of the Acceptance Form, the applicant shall sign and return a copy of the Acceptance Form, agreeing to the conditions of approval and acknowledging that failure to comply with such conditions shall constitute grounds for potential revocation of the permit approval.

Failure to return the Acceptance Form within 30 days shall constitute grounds for terminating the permit.

40. In the event of a violation of the conditions of approval, no further permits, licenses, approvals or certificates of occupancy shall be issued until such violation has been fully remedied.
41. Parking shall be provided in accordance with the regulations of Chapter 17.52 of the Montebello Municipal Zoning Code.
42. The premises shall be kept clean, and the operator of the establishment shall insure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way.
43. All screening must be reviewed and approved by the Planning Division prior to the issuance of any building permits to construct the screening.
44. If, at any time, a litter problem arises, the Director of Community Development may require a litter clean-up plan to be submitted and reviewed. The litter clean-up plan shall include a schedule of time and frequency of litter clean-up activities. Upon approval of the plan by the Director of Planning and Community Development, the measures of the plan shall be implemented. This condition may require the operator of the use to post a bond to ensure litter compliance.
45. The premises shall be kept clean, and the operator of the establishment shall insure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way.
46. The development and utilization of the site shall comply with all the provisions of all of the current Building, Plumbing, Mechanical, Electrical Codes and City Ordinances, as well as additional requirements from the Montebello Building and Safety Division.
47. The development and utilization of the site shall be subject to the review and approval of the Public Works Department. Additional Montebello Public Works Department requirements may be required prior to issuing building permits.
48. The development and utilization of the site shall comply with all the provisions of all of the California Fire Code, International Fire Code, and National Fire Protection Association standards as well as additional requirements from the Montebello Fire Department.
49. All signage is subject to final review and approval by the Planning Division and will be done under a separate permit.

50. All temporary signage is subject to the restrictions of the City's sign ordinance.
51. No coin operated games or video machines were maintained upon the premises at any time.
52. The Planning Commission, and the City Council on appeal, shall have the right to impose additional conditions for the protection of public health, safety and welfare.
53. Compliance with the current edition of the California Fire Code.
54. Applicant shall adhere to all applicable codes, standards, and/or regulations. And shall meet any and all conditions as may be required by South Coast Air Quality Management District, any and all water boards, Montebello Building Safety, Montebello Public Works, and Montebello Police and Fire.
55. Compliance with the current edition of the California Fire Code, Appendix B, titled "Fire-Flow Requirements for Buildings", as the standard for delivery of fire flow to the site.
56. Compliance with the Montebello Municipal Code, Chapter 15.32, titled "California Fire Code" adoptions.
57. Compliance with all nationally recognized standards, laws, and ordinances.
- i. That a masonry wall of six feet in height shall be constructed around the parking area of such establishments when said area is adjacent to properties zones or used for residential purposes or any of the above referenced consideration points.
 - ii. That the noise levels generated by the operation of such establishment shall not exceed sixty-five dBA between the hours of seven a.m. to ten p.m., and not exceed sixty dBA between the hours of ten p.m. to seven a.m., so as to mitigate the impact on adjoining properties zoned or used for residential purposes. The measurement of noise levels shall be taken at the location of the shared property line.
 - iii. That exterior lighting of the parking area shall be kept at an intensity of between one- and two-foot candles, so as to provide adequate lighting for employees while not disturbing surrounding residential or commercial areas.

Light sources shall be shielded from adjacent properties and from the sky.

- iv. That special security measures such as security guards and burglar alarm systems as specified by the police department may be required, which must be reflected in the submitted security plan.
- v. Exterior storage of any kind shall be prohibited, except where allowed per the Montebello Municipal Code.
- vi. That litter and trash receptacles shall be located at convenient locations inside and outside establishments, and operators of such establishments shall remove trash and debris on a daily basis.
- vii. That no signs shall be installed on the site until a sign permit has been approved by the Planning Division and a building permit issued by the Building and Safety Division in conformance with the provisions set forth in Chapter 17.62 of the Montebello Municipal Code.

58. The Applicant shall contact the Planning Division to arrange a Planning Inspection of the site prior to the release of occupancy/utilities. This inspection is to confirm that the conditions of approval and code requirements have been satisfied.

59. The Applicant shall submit detailed landscape and irrigation plans prepared by a licensed Landscape Architect, which meet the requirements set forth in MMC shall be required as a part of the project Plan Check review and approval process. Plans shall be forwarded to the Planning Division for final approval prior to issuance of building permits.

60. A copy of the approved Resolution shall be attached to the construction plans for any site improvement at the submittal of plans for plan check.

61. It is the responsibility of the property owner to have all graffiti on the site removed within twenty-four (24) hours of its appearance or be subject to citation from the City Code Enforcement Division.

62. All improvements to the subject property shall be in compliance with all City Ordinances.

63. The hours of construction shall be 7:00 a.m. to 8:00 p.m., Monday through Friday, and weekends and holidays 9:00 a.m. to 6:00 p.m. as restricted by the MMC Section 9.08.050.

64. The street shall be swept at the end of the day if visible soil material is carried onto adjacent public paved roads.
65. A trash enclosure shall be constructed of decorative masonry block or masonry block with decorative finish, such as stucco, and view-obscurer doors that are compatible with the main residence, subject to the final review and approval of the Planning Department. The applicant shall reflect this requirement on the plans submitted for plan check.
66. All existing and proposed utilities (Gas, Electricity, Communications, etc.) shall be placed underground. The applicant shall reflect this requirement on plans submitted for "Plan Check".
67. All outdoor utilities or machinery located outside the exterior walls, including roof-mounted equipment, shall be completely screened from view from any public right-of-way or adjacent residential use by either view obscuring landscaping or architectural features of the main building (i.e. parapet walls, façade extension, etc.), subject to the final review and approval of the Planning Department.
68. Any inevitable exposed wires shall be neatly bolted and painted to match the building color.
69. The exterior of all structures and walls shall be a neutral color scheme and shall be consistent with the provisions of the Color Ordinance of the City of Montebello, subject to the review and approval of the Planning Department.
70. Any substantial change or modification to the proposed site plan shall be subject to review and approval by the Planning Commission.
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B. Building Division Conditions

1. The second sheet of building plans is to list all conditions of approval and to include a copy of the Planning Commission determination report. This information shall be incorporated into the plans prior to the first submittal for plan check.
2. Plans prepared in compliance with the current Building Code shall be submitted to the Building Division for review prior to permit issuance.
3. School Developmental Fees shall be paid to the Montebello Unified School District prior to the issuance of the building permit.

4. Fees shall be paid to the County of Los Angeles Sanitation District prior to issuance of the building permit.
5. In accordance with paragraph 5538(b) of the California Business and Professions Code, plans are to be prepared and stamped by a licensed architect.
6. A means of egress analysis shall be provided to justify with the increase of occupant load due to change of occupancy to Group F-1 does not cause the common path of egress travel distance to exceed to maximum allowed in the Building Code per Table 1006.2.1, to justify the two existing egress doors are arranged to comply with Section 1007.1.1 and/or maximum exit access travel distance per Table 1017.2 is not exceeded.
7. The project structural or civil engineer shall verify whether the existing demising wall between tenant spaces is structural, carrying gravity and/or lateral loads. When determined to be structural, structural calculations prepared under the direction of a licensed professional shall be provided for creating new openings in or other structural modifications to the wall.
8. All State of California disability access regulations for accessibility and adaptability shall be complied with.
9. Summary of Accessibility Upgrades for Commercial Projects shall be completed, and the completed form shall be copied on the plans The form can be found at the following link.

<https://www.dropbox.com/s/4xkjyn5fhggpotk/Accessibility%20Upgrade%20Summary%20Form.pdf?dl=0>

10. Additions, alterations, repairs and changes of use or occupancy in all buildings and structures shall comply with the provisions for new buildings and structures except as otherwise provided in the California Existing Building Code in effect.
11. Separate application and plan review is required for Electrical plans.
12. Separate application and plan review is required for Mechanical plans.
13. Separate application and plan review is required for Plumbing plans.
14. Project shall comply with the CalGreen Non-Residential mandatory requirements.

C. Fire Department Conditions

1. Automatic Sprinkler Systems/Fire Alarm and Detection Systems
 - i. Shall be in accordance with the F-1 occupancy classification including, but not limited to the *CFC §903 and §907, NFPA 13 and NFPA 72*.
2. A Hazardous Materials Handler Permit is required for all businesses that exceed the reportable threshold limits, including but not limited to the following (CRRD will verify with Los Angeles County Fire Department prior to

business conducting operations. CRRD will continually verify on biannual inspections of cannabis operations and notify LACoFD of pertinent details):

- i. The following are the threshold markers for LACo:
 1. 55 gallons for liquids (ex: flammable/combustible liquids, alcohols, solvents).
 2. 200 cubic feet for compressed gas (i.e., propane and butane)
 3. The following cryogenic, refrigerated, or compressed gases are reportable in quantities of 1,000 cubic feet.
 4. Simple Asphyxiates - per Title 8 of the CCR section 5194.
 5. CO2 non-flammable refrigerant gases, as defined in the CFC, are used in refrigeration systems.
 6. Gases used in closed fire suppression systems.
 7. 500-pounds for solids (ex. sodium hydroxide, boric acid, sodium cyanide).
3. A detailed hazard and process analysis shall identify all components of the cultivation process to be conducted within the proposed site and shall reference all applicable provisions of the most recent Building, Electrical, Fire, and Mechanical Codes.
4. Key Box: An approved and listed Knox key box, as required in *CFC §506*, shall be installed on all buildings in the City of Montebello and access to said buildings as necessary.
5. CO2 Enrichment Systems: CO2 Enrichment requirements shall follow, but not be limited to CFC Chapter 53 and 55. CO2 sensor activation ppm and local alarming requirements per CFC.
6. NFPA 704 Building Placards: Any building that has flammable or combustible gas for extraction process shall have an appropriate placard externally placed on the building, on the address side, and at any access point within the building where the enrichment process occurs.
7. Protection from Damage: CO2 systems shall be installed so the storage tanks, cylinders, piping, and fittings are protected from damage by occupants or equipment during normal facility operations.
8. Container Refilling: CO2 containers located indoors shall not be refilled unless filled from a remote connection located outdoors.
9. Ventilation: Indoor storage and use areas and storage buildings shall be provided with ventilation in accordance with the requirements of Section 5004.3. Where mechanical ventilation is provided, the systems shall be operational during such time as the building or space is occupied.
10. Safety and Emergency Evacuation Plan: All cannabis facilities shall follow *CFC§404.2.1 and §404.2.2*.

D. Public Works Division Conditions

1. Comply with the City's ordinance pertaining to construction debris recycling. Contact the Building and Safety Department to obtain a Construction and Demolition Debris Diversion Program form. The Construction and Demolition Debris Diversion Program is also applicable with respect to the grading process.
2. If any works are in public right-of-way, encroachment/excavation permits will be required. Encroachment permits are issued to valid State of California licensed contractors to perform the necessary work.
3. All USA/Dig Alert paint markings must be removed by the contractor from the sidewalk, curb, and gutter and/or asphalt pavement once offsite improvements are completed.

PASSED AND ADOPTED this 4th day of June 2024 by the Planning Commission.

Commissioner Cuevas: ☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN
Commissioner Morales: ☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN
Commissioner Valdez: ☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN
Commissioner Lomeli: ☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN
Commissioner Medina: ☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN

Alicia Morales, Chair

ATTEST:

Joseph A. Palombi, Director
Planning & Community Development Department

Exhibit B.

TENANT IMPROVEMENT OF
7109 TELEGRAPH RD.
MONTEBELLO, CA

PROJECT: _____

CO2 GAS DETECTION SYSTEM NOTES	
1.	CO2 GAS DETECTION SYSTEM PLANS AND SPECIFICATIONS SHALL BE DEVELOPED AND SUBMITTED TO THE APPROPRIATE JURISDICTIONS UNDER SEPARATE APPLICATION AND PERMIT.
2.	PRESSURE RELIEFS, VENT PIPING, FILL INDICATORS, FILL CONNECTIONS, VENT TERMINATIONS, VENT PIPING, AS WELL AS THE STORAGE, USE AND HANDLING OF THE CARBON DIOXIDE SHALL BE IN ACCORDANCE WITH CHAPTER 53 OF THE CALIFORNIA FIRE CODE AND NFPA 55.
3.	A CONTINUOUS GAS DETECTION SYSTEM SHALL BE PROVIDED IN THE ROOM OR INDOOR AREA IN WHICH THE CARBON DIOXIDE ENRICHMENT PROCESS IS LOCATED. IN THE ROOM OR INDOOR AREA IN WHICH THE CONTAINER SYSTEMS ARE LOCATED AND IN OTHER AREAS WHERE CARBON DIOXIDE IS EXPECTED TO ACCUMULATE, INCLUDING ROOMS OR AREAS DIRECTLY ADJACENT TO THE ENRICHMENT AREA, CONNECTED OR DOORS OR OTHER MEANS OF TRAVEL. CARBON DIOXIDE SENSORS SHALL BE PROVIDED WITHIN 12 INCHES OF THE FLOOR IN THE AREA WHERE THE GAS IS EXPECTED TO ACCUMULATE OR WHERE LEAKS ARE MOST LIKELY TO OCCUR. THE SYSTEM SHALL BE DESIGNED AS FOLLOWS:
3.1.	ACTIVATE A LOW-LEVEL ALARM UPON DETECTION OF A CARBON DIOXIDE CONCENTRATION NOT TO EXCEED 5,000 PPM.
3.2.	ACTIVATE A HIGH-LEVEL ALARM UPON DETECTION OF A CARBON DIOXIDE CONCENTRATION NOT TO EXCEED 30,000 PPM.
4.	A GAS DETECTION SYSTEM SHALL BE PROVIDED TO MONITOR AREAS WHERE CARBON DIOXIDE CAN ACCUMULATE. THE SYSTEM SHALL BE DESIGNED TO INITIATE A LOCAL AUDIBLE AND VISUAL ALARM IN THE ROOM OR AREA IN WHICH THE SENSOR IS INSTALLED WHEN THE LEVEL OF CARBON DIOXIDE EXCEEDS 5,000 PPM.
5.	ACTIVATION OF THE LOW-LEVEL GAS DETECTION SYSTEM SHALL REMAIN ON AUTOMATICALLY:
5.1.	STOP THE FLOW OF CARBON DIOXIDE TO THE PIPING SYSTEM.
5.2.	ACTIVATE THE MECHANICAL EXHAUST VENTILATION SYSTEM.
5.3.	ACTIVATE AN AUDIBLE AND VISIBLE SUPERVISORY ALARM SIGNAL AT AN APPROVED LOCATION WITH THE BUILDING.
6.	ACTIVATION OF THE LOW-LEVEL GAS DETECTION SYSTEM ALARM SHALL AUTOMATICALLY:
6.1.	STOP THE FLOW OF CARBON DIOXIDE TO THE PIPING SYSTEM.
6.2.	ACTIVATE THE MECHANICAL EXHAUST VENTILATION SYSTEM.
6.3.	ACTIVATE AN AUDIBLE AND VISIBLE EVACUATION ALARM, BOTH INSIDE AND OUTSIDE OF THE CARBON DIOXIDE ENRICHMENT AREA AND THE AREA IN WHICH THE CARBON DIOXIDE CONTAINERS ARE LOCATED.
7.	GAS DETECTION SYSTEM FAILURE: FAILURE OF THE CARBON DIOXIDE GAS DETECTION SYSTEM SHALL RESULT IN IMMEDIATE ACTIVATION OF THE VENTILATION SYSTEM AND THE SHUTDOWN OF THE CARBON DIOXIDE ENRICHMENT SYSTEM.
8.	PRESSURIZATION AND VENTILATION IN ROOMS OR INDOOR AREAS IN WHICH CARBON DIOXIDE ENRICHMENT IS PROVIDED SHALL MAINTAIN AT A NEGATIVE PRESSURE IN RELATION TO THE SURROUNDING AREAS OF THE BUILDING. SEE SEQUENCE OF OPERATION. A MECHANICAL VENTILATION SYSTEM SHALL BE PROVIDED IN ACCORDANCE WITH THE MECHANICAL CODE THAT COMPLIES WITH THE FOLLOWING:
8.1.	MECHANICAL VENTILATION IN THE ROOM OR AREA SHALL BE AT A RATE OF NOT LESS THAN ONE CUBIC FOOT PER MINUTE PER SQUARE FOOT. WHEN ACTIVATED BY THE GAS DETECTION SYSTEM ALARM EVENT OR FAILURE, THE MECHANICAL VENTILATION SYSTEM SHALL REMAIN ON UNTIL MANUALLY RESET.
8.3.	THE EXHAUST SYSTEM INTAKES SHALL BE TAKEN FROM POINTS WITHIN 12 INCHES OF THE FLOOR.
8.4.	THE VENTILATION SYSTEMS PIPING SHALL TERMINATE OUTDOORS IN AN APPROVED LOCATION.
9.	THE PRESSURE DIFFERENTIAL SYSTEM SHALL BE INTERLOCKED TO THE CARBON DIOXIDE ENRICHMENT SYSTEM. FAILURE OF EITHER THE PRESSURE DIFFERENTIAL SYSTEM OR THE VENTILATION SYSTEM SHALL IMMEDIATELY RESULT IN THE SHUTDOWN OF THE CARBON DIOXIDE ENRICHMENT SYSTEM.
9.	HAZARD IDENTIFICATION SIGNS SHALL BE POSTED AT ALL ENTRANCES TO THE ROOM AND INDOOR AREAS WHERE THE CARBON DIOXIDE ENRICHMENT PROCESS IS LOCATED AND AT ALL ENTRANCES TO THE ROOMS OR INDOOR AREAS WHERE THE CARBON DIOXIDE CONTAINERS ARE LOCATED. THE SIGN SHALL BE A MINIMUM OF EIGHT INCHES WIDE AND SIX INCHES HIGH AND INDICATE:
	CAUTION - CARBON DIOXIDE GAS VENTILATE THE AREA BEFORE ENTERING
	A HIGH CARBON DIOXIDE (CO2) GAS CONCENTRATION IN THIS AREA CAN CAUSE ASPHYXIATION
10.	ALL CARBON DIOXIDE ENRICHMENT SYSTEMS SHALL BE EQUIPPED WITH AN EMERGENCY SHUT-OFF SWITCH THAT SHALL STOP THE ENRICHMENT PROCESS AND ACTIVATE THE AREA'S VENTILATION SYSTEM.
ROOM DIFF. PRESS. SEQUENCE OF OP.	
ROOM PRESSURE CONTROL SEQUENCE OF OPERATION FOR ALL CO2 ENRICHED ROOMS	
NEGATIVE ROOM PRESSURE IS ACHIEVED BY REMOVING AIR FROM THE CO2 ENRICHED ROOMS USING POWERED EXHAUST FANS. THE POWER EXHAUST FANS SHALL MODULATE BASED ON DIFFERENTIAL PRESSURE BETWEEN THE CO2 ENRICHED ROOM AND THE SURROUNDING AREA. THE AIR BALANCE CONTRACTOR WILL ATTAIN THE FAN SPEED FOR THE GIVEN OPERATING MODES.	
1.	DIFFERENTIAL PRESSURE IS MONITORED AND CONTROLLED USING A DVMPI DIFFERENTIAL PRESSURE (DP) CONTROLLER, AND POWER EXHAUST FANS WITH A VARIABLE SPEED DRIVE (VFD).
2.	A NEGATIVE ROOM DP SETPOINT IS TO BE MAINTAINED AT ALL TIMES WHILE THE CO2 ENRICHMENT SYSTEM IS ACTIVATED.
3.	THE DIFFERENTIAL PRESSURE CONTROLLER (SYSTEM) SHALL BE INTERLOCKED TO THE CO2 ENRICHMENT SYSTEM. FAILURE OF THE SYSTEM SHALL IMMEDIATELY RESULT IN THE SHUTDOWN OF THE CO2 ENRICHMENT SYSTEM.
4.	THIS SYSTEM IS TO BE USED IN CONJUNCTION WITH A PROPERLY BALANCED HVAC SYSTEM.

MONTEBELLO FIRE DEPT. NOTES

1. EMERGENCY RESPONSE REPORTING OF EMERGENCIES, COORDINATION WITH EMERGENCY RESPONSE FORCES, EMERGENCY PLAN AND PROCEDURES FOR MANAGING OR RESPONDING TO EMERGENCIES SHALL COMPLY WITH THE PROVISIONS OF CFC SECTION 301.5.
2. "DIRY ROOMS" SHALL MEET CFC CHAPTER 9.
3. NO SMOKING IS ALLOWED IN THIS FACILITY, CFC SECTION 310.
4. HANGING PLASTIC FILMS SHALL NOT BE USED TO CREATE WALLS, CEILINGS, OR ROOMS. HANGING PLASTIC FILMS ARE APPLIED TO THE WALLS OR CEILINGS AS AN INTERIOR FINISH. MATERIAL INSTALLATION SHALL COMPLY WITH THE CFC CHAPTER 9 INTERIOR FINISHES, PLASTIC FILM, FOAM PLASTIC INSULATION AND THE PAPER FACING ON FIBERGLASS INSULATION MUST BE RATED AND COVERED WITH AN APPROVED THERMAL BARRIER.
5. ALL INTERIOR WALL AND CEILING FINISH MATERIALS SHALL BE LISTED AS CLASS A, CLASS B OR CLASS C IN ACCORDANCE WITH ASTM D84 OR UL723, INCLUDING FLAME SPREAD AND SMOKE-DEVELOPED INDEXES, AND EXCLUDING MATERIALS $\leq 0.039"$ THICK APPLIED DIRECTLY TO THE SURFACE OF WALLS AND CEILINGS. CFC SECTIONS 803.1 AND 803.2.
6. THE MEANS OF EGRESS, INCLUDING THE EXIT DISCHARGE, SHALL BE ILLUSTRATED AT ALL TIMES THE BUILDING SPACES IS OCCUPIED IN ACCORDANCE WITH THE CFC SECTION 1008. AN 8' $\times$ 1' MAP DISPLAYING THE GENERAL FLOOR PLAN OF THE FACILITY SHALL BE POSTED NEAR THE MAIN ENTRANCE IN A CLEAR PROTECTIVE COVER.
7. STORAGE OF COMBUSTIBLE MATERIALS IN BUILDING SHALL BE ORDERLY AND SHALL BE SEPARATED FROM HEATERS OR HEATING DEVICES OR DISTANCE OR SHIELDING SO THAT IGNITION CANNOT OCCUR PER CFC SECTION 315.3.
8. ANY SECURITY DEVICE OR SYSTEM THAT EMITS ANY MEDIUM THAT COULD OBSCURE A MEANS OF EGRESS IN ANY BUILDING, STRUCTURE OR PREMISE SHALL BE PROVIDED PER CFC SECTION 301.5.
9. THE PROVISIONS OF THE CFC SECTIONS 407.1 THROUGH 407.7 SHALL BE APPLICABLE WHERE HAZARDOUS MATERIALS ARE SUBJECT TO PERMITS UNDER CFC SECTIONS 105.6 AND 105.7 AND ARE LOCATED ON THE PREMISES OR WHERE REQUIRED BY THE FIRE CODE OFFICIAL.
10. THE STORAGE OF CONTROL SYSTEMS ON EGRESS DOORS SHALL COMPLY WITH CFC SECTION 1010.1.9.
11. SMOKE AND HEAT TESTS SHALL BE INSTALLED PER CFC SECTION 910.2 IN THE ROOFS OF ONE-STORY BUILDINGS OR PORTIONS THEREOF OCCUPED IN GROUP F-1 HAVING AN AREA $\geq 50,000$ SQ. FT. OF UNCOVERED AREA.
12. SAFETY DATA SHEETS (SDS) FOR ALL CHEMICALS/HAZARDOUS MATERIALS MUST BE KEPT AT THE FACILITY.
13. THE STORAGE USE AND HANDLING OF ALL HAZARDOUS MATERIALS SHALL BE IN ACCORDANCE WITH CFC CHAPTER 50. THE MAXIMUM ALLOWABLE QUANTITY OF HAZARDOUS MATERIALS PER CONTROL AREA WILL BE ESTABLISHED USING CFC SECTION 5003.1.A. THE MAXIMUM ALLOWABLE QUANTITY PER CONTROL AREA SHALL BE AS SPECIFIED IN CFC TABLES 503.1.1 (1) THROUGH 5003.1.1 (4).
14. THE INSTALLATION OF SECURITY GATES ACCESS A FIRE APPARATUS ACCESS ROAD SHALL BE APPROVED BY THE FIRE CHIEF. WHERE SECURITY GATES ARE INSTALLED, THEY SHALL HAVE AN APPROVED MEANS OF EMERGENCY OPERATION. THE SECURITY GATES AND THE EMERGENCY OPERATION SHALL BE MAINTAINED OPERATIONAL AT ALL TIMES. ELECTRIC GATE OPERATORS, WHERE PROVIDED, SHALL BE LISTED IN ACCORDANCE WITH UL 325. GATES INTENDED FOR AUTOMATIC OPERATION SHALL BE DESIGNED, CONSTRUCTED AND INSTALLED TO COMPLY WITH THE REQUIREMENTS OF THE FIRE CODE OFFICIAL.
15. ANY GATE SECURING ANY DRIVEWAY SHALL COMPLY WITH THE FOLLOWING CRITERIA:
 - 15.1. A KNOCK BOX WITH A KNOCK MASTER KEY SHALL BE ON OR NEXT TO THE GATE.
 - 15.2. GATE WIDTH SHALL NOT BE LESS THAN 20 FT.
 - 15.3. GATES SHALL NOT BE OF THE SLIDING OR SLIDING TYPE.
 - 15.4. CONSTRUCTION OF THE GATE SHALL BE OF MATERIALS THAT ALLOW MANUAL OPERATION BY ONE PERSON.
 - 15.5. GATE COMPONENTS SHALL BE MAINTAINED IN A OPERATIVE CONDITION AT ALL TIMES AND REPLACED OR REPAIRED WHEN DEFECTIVE.
 - 15.6. ELECTRIC GATES SHALL BE EQUIPPED WITH A MEANS OF OPENING THE GATE BY FIRE DEPARTMENT PERSONNEL FOR EMERGENCY ACCESS. EMERGENCY OPENING DEVICES SHALL BE APPROVED BY THE FIRE CODE OFFICIAL.
 - 15.7. METHOD OF LOCKING SHALL BE SUBMITTED FOR APPROVAL BY THE FIRE CODE OFFICIAL.
 - 15.8. METHOD OF LOCKING SHALL BE SUBMITTED FOR APPROVAL BY THE FIRE CODE OFFICIAL. ELECTRIC GATE OPERATORS, WHERE PROVIDED, SHALL BE LISTED IN ACCORDANCE WITH UL 325.
 - 15.9. GATES INTENDED FOR AUTOMATIC OPERATION SHALL BE DESIGNED, CONSTRUCTED AND INSTALLED TO COMPLY WITH THE REQUIREMENTS OF ASTM F2200.
16. FIRE APPARATUS ACCESS ROAD SHALL BE MARKED WITH PERMANENT "NO PARKING - FIRE LANE" SIGNS COMPLYING WITH CFC FIGURE DIO6.6.
17. PROVIDE A 2-0-18, CLASS A 4-80-82 UL RATED PORTABLE FIRE EXTINGUISHER WITHIN 10 FEET OF EACH EXTERIOR EXIT, IN SHOWING ROOMS, EXTENSION LAB, DRYING ROOM, PROCESSING ROOM, AND PACKAGING ROOM WITHIN 10 FEET FROM THE EXIT ACCESS DOORS, AND ELSEWHERE SUCH THAT THE DISTANCE FROM ANY POINT IN THE BUILDING TO A FIRE EXTINGUISHER WILL NOT EXCEED 50 FEET. CLASS A FIRE TRUCK, WOOD AND PAPER, CLASS B FOR FLAMMABLE LIQUIDS AND GASES, CLASS C FOR ELECTRICAL FIRE. THE FIRE EXTINGUISHER SHALL BE LOCATED SUCH THAT THEY ARE VISIBLE AND READILY AVAILABLE. CFC SECTION 903.3.
18. PROVIDE A MANUAL FIRE ALARM BOX NOT MORE THAN 5 FEET FROM EACH ENTRANCE ON THE FIRST FLOOR, AND NOT MORE THAN 5 FEET FROM EACH STAIRWAY LANDING ON THE SECOND FLOOR (CFC 907.4.2). DENOTE THE HEIGHT OF THE FIRE ALARM BOX SHALL BE BETWEEN 42" AND 48". SHALL BE RED IN COLOR, AND INSTALL A PERMANENT SIGN ADJACENT TO EACH MANUAL FIRE ALARM BOX THAT READS: WHEN ALARM SOUNDS CALL FIRE DEPARTMENT (907.4.2.2) DENOTE EACH FIRE ALARM BOX SHALL BE TRANSPARENT OR RED IN COLOR WITH A TRANSPARENT FACE TO PERMIT VISIBILITY OF THE MANUAL FIRE ALARM BOX (907.4.2.5).
19. PROVIDE A 2-0-18 MULTIRANGE A-80-B-C PORTABLE FIRE EXTINGUISHER NEAR EACH FIRE ALARM. FIRE EXTINGUISHERS SHALL BE LOCATED SUCH THAT THEY ARE VISIBLE AND READILY AVAILABLE. CFC SECTION 903.3.

CANNABIS ODOR CONTROL NOTES

1. CONTROL OF ODOR EMITTED BY THE CULTIVATION OF CANNABIS PLANTS WILL BE CONTROLLED BY ODOR GENERATORS.
2. ODOR GENERATORS SHALL BE INSTALLED ON ALL EXHAUST SYSTEMS USED IN THE CULTIVATION ROOMS.
3. ODOR GENERATORS ARE DESIGNATED AS EQUIPMENT NUMBER SBR-1 IN THE CONTRACT DOCUMENTS.

	OWNER NOT APPLICABLE	LANDLORD'S CONTRACTOR	OWNER CONTRACTOR	TENANT OR LANDLORD'S CONTRACTOR	TENANT'S CONTRACTOR	TENANT'S CONTRACTOR
GENERAL						
BUILDING PERMIT					•	•
OTHER PERMITS, FEES, INSURANCE					•	•
INSPECTION/COORDINATION					•	•
CLEAN-UP & FINAL CLEANING					•	•
TRASH REMOVAL & DUMPSTER					•	•
DEMOLITION					•	•
TEMPORARY BARRICADES		•			•	•
TEMPORARY UTILITIES					•	•
INSURANCE					•	•
SPECIAL INSPECTIONS, AS REQ'D I.E. FIELD WELDING					•	•
PARTITIONS						
DEMOLITION					•	•
GYP. BD. OVER STUD, NON-BEARING INTERIOR PARTITIONS					•	•
FURRING/BLOCKING/BACKING					•	•
DPS PANELS (FREEZER PANELS)					•	•
DOORS & WINDOWS						
DOORS					•	•
FRAMES & HARDWARE					•	•
STOREFRONT WINDOWS & DOORS		•			•	•
INTERIOR WINDOWS					•	•
FINISHES						
GYP. BD.					•	•
FLOORING					•	•
WALLS- PAINT					•	•
BASE					•	•
CEILING- PAINT					•	•
SPECIALTIES						
AIA SIGNAGE					•	•
FIRE EXTINGUISHERS					•	•
AUDIO VISUAL EQUIPMENT		•			•	•
AUDIO VISUAL WIRING		•			•	•
CONDUIT FOR DATA RUNS					•	•
EQUIPMENT						
CULTIVATION EQUIPMENT						
AF-1				•	•	•
CO2-1				•	•	•
DH-1				•	•	•
F-1				•	•	•
F-2				•	•	•
FC-1 THROUGH FC-12 (SEE MECHANICAL DRAWINGS)				•	•	•
FS-1				•	•	•
GL-1				•	•	•
GL-2				•	•	•
GR-1				•	•	•
GR-2				•	•	•
GR-3				•	•	•
P-1				•	•	•
P-2				•	•	•
RD-1				•	•	•
SBR-1				•	•	•
T-1				•	•	•
SECURITY CAMERAS						
				•	•	•
MECHANICAL & PLUMBING						
PERMIT						
HVAC UNITS				•	•	•
AIR DISTRIBUTION, DUCT WORK & DIFFUSERS				•	•	•
TEMPERATURE CONTROLS				•	•	•
AIR BALANCING				•	•	•
EXHAUST FAN & VENTING				•	•	•
RETURN AIR DUCTWORK & GRILLES				•	•	•
ELECTRICAL						
PERMIT						
DISTRIBUTION				•	•	•
PANELS				•	•	•
TRANSFORMERS				•	•	•
SWITCHES, OUTLETS, LOW VOLTAGE CONTROL STATION				•	•	•
LIGHTING FIXTURES				•	•	•
EXIT SIGNAGE				•	•	•
EMERGENCY LIGHTING				•	•	•
TELEPHONE BACKBOARD & WALL MOUNTING		•		•	•	•
TELEPHONE/DATA CONDUIT & PULL WIRE				•	•	•
TELEPHONE/DATA JACK & SETS				•	•	•
SECURITY ALARM SYSTEM		•		•	•	•
FIRE ALARM SYSTEM		•		•	•	•
PLUMBING						
PERMIT						
HOT AND COLD WATER PIPING				•	•	•
CULTIVATION PROCESS PIPING				•	•	•
SANITARY DRAIN				•	•	•
CULTIVATION PROCESS DRAIN				•	•	•
WATER HEATER / BOILER				•	•	•
FIXTURES				•	•	•
BATHROOM ACCESSORIES				•	•	•
FIRE/LIFE SAFETY						
PERMITS						
DRAWINGS				•	•	•
MODIFICATION TO FIRE SPRINKLER PIPING, HEADS, DROPS				•	•	•

OWNER: STAR USA IMPORTS INC. 91050 TELEGRAPH ROAD MONTEBELLO, CA 90640	
PREPARED BY:	
IG INTREPID GROUP 3419 Via Lido Ste. 225 Newport Beach, CA 92663 949.500.9416 www.intrepid-group.net	
PROJECT: TENANT IMPROVEMENT OF 7109 TELEGRAPH RD. MONTEBELLO, CA	
CONSULTANT:	
DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE ORIGINAL AND UNPUBLISHED WORK OF PD&C, INC. dba RAND KRUSE AND MAY NOT BE DUPLICATED, USED OR DISCLOSED WITHOUT WRITTEN CONSENT OF PD&C, INC. dba RAND KRUSE.	
STAMP: 	JOB NUMBER: XXXXX DATE: 11.01.23
REVISIONS	
A	CONCEPTUAL
B	60% CD'S
D	BUILDING DEPT. SUBMITTAL
SHEET NAME: NOTES & RESPONSIBILITY MATRIX	
SHEET NUMBER:	
ACS.1	

SPECIFICATIONS

D. Delivery, Storage, and Handling: Deliver manufactured materials in original packages or containers, fully identified with manufacturer's labels intact and legible. Inspect materials upon delivery and immediately report to Architect any damaged or defective materials. Store materials in a sheltered area with minimum ambient temperature of 45 degree F. Store products in manufacturer's unopened packaging until ready for installation. Store and dispose of solvent-based materials, and materials packaging with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

E. Field Conditions: Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits. Do not apply lime plaster when substrate or ambient air temperatures are below 45 degree F or above 85 degree F. Maintain these conditions (24 hours before, during and (72) hours after installation of lime plaster. Provide protection of surrounding areas and adjacent surfaces from application of materials. Prevent excess interior humidity (including that caused by the use of temporary interior propane heaters) during and after construction.

F. Project Coordination:

- For exterior applications: Protect substrate from climatic conditions to prevent weather damage until the installation of the waterproofing air barrier. Protect protection of the waterproofing/air barrier installation with stucco no later than (60) days after installation. Commence the stucco installation after completion of all floor, roof construction and other construction that imposes dead loads on the walls to prevent excessive deflection (and potential cracking) of the stucco. Coordinate installation of foundation waterproofing, roofing membrane, windows, doors and other wall penetrations to provide a continuous air barrier. Provide protection of rough openings before installing windows, doors, and other penetrations through the wall and provide sill flashing. Coordinate installation of waterproofing/air barrier components with window and door installation to provide weather proofing of the structure and to prevent moisture infiltration and excess air infiltration. Install window and door head flashing immediately after windows and doors are installed. Install diverter flashings wherever water can enter the wall assembly to direct water to the exterior. Install copings and sealant immediately after installation of the stucco and when finish coatings are dry. Attach penetrations through stucco to structural support and provide air tight and water tight seals at penetrations.
- For interior applications: Sequence interior work such as drywall installation prior to stucco installation to prevent stud distortion (and potential cracking) of the stucco.

II. SUBMITTALS:

- Product Data: Submit manufacturer's data sheets on each product to be used, including preparation instructions and recommendations, storage and handling requirements and recommendations, and installation methods.
- Evidence of applicator's experience including project identification with names of Owner and Architect.
- Certification of compliance of materials with product specifications.
- Verification Samples: For each finish product specified, provide two samples, minimum size 6 inches square, representing actual product, color, and patterns.
- Quality Sample: Apply EcoStucco® over primed substrate sample. Prepare sample to show substrate, primer, base coat, finish coat, and sealer if scheduled in accordance with design requirements. Submit full size mock over substrate. Approved sample shall be available at the job site with final sign off by the Architect and/or the Owner.

III. PRODUCTS:

- Manufacturer: EcoStucco® 3060 Kernner Blvd. Suite S, San Rafael, CA 94901; Toll Free Tel: 877 326 6872; Tel. 415 455 9896; Email: info@ecostucco.com; Web: www.ecostucco.com
- Mechanical fasteners: Non-corroding fasteners, as recommended by manufacturer for type of framing:
 - Wood framing: Minimum #11 gauge, 7/16 inch diameter head galvanized roofing nails with minimum 3/4 inch penetration into studs or minimum #8 Type S w/ner head fully threaded corrosion resistant screws with minimum 3/4 inch penetration into studs.
 - Steel framing: Minimum #6 Type S or S-12 w/ner head fully threaded corrosion resistant screws with minimum 3/8 inch penetration into studs.
- Accessories, including weep screen, casing bead, corner bead, corner lath, expansion, and control joint accessories, as required.
- Primer Materials: Water-based PVA (polyvinyl acetate) primer or other primer recommended by lime based plastering system manufacturer for applications present.
- Clean and potable water and clean, well graded sand.
- Base Coat: EcoStucco® UNILIME Capable of achieving a nominal 1/8 inch thickness in one pass.
- Mesh Reinforcement for Exterior Application Only:
 - EcoStucco® GME5H: Nominal 260 g./sq. m., symmetrical, interlaced open-weave glass fiber fabric made with alkali resistant coating for compatibility with EcoStucco® materials.
- Finish Coat: EcoStucco® UNILIME Ready-Mix Lime Plaster.
- Color and finish shall be as indicated on the Finish Schedule.
- Penetrating Sealer: EcoStucco® Impregnating Sealer.

IV. EXECUTION:

A. Examination

- Interior application: Verify the suitability of existing conditions before starting work. Do not begin work of this Section until unsatisfactory conditions have been corrected. Secure grounds, screeds, corner beads, casing beads, plaster stops, and accessories

B. Exterior application:

- Inspect surfaces for contamination, surface absorption and chalkiness, cracks, damage and deterioration, and moisture damage.
- Inspect sheathing application for compliance with applicable requirement: Exterior Gypsum Sheathing shall comply with AIA-253. Glass Mat Faced Gypsum Sheathing shall comply with manufacturer's instructions. Exterior Grade and Exposure 1 wood based sheathing shall comply with APA Engineered Wood Association E 30.
- Report deviations from the requirements of project specifications or other conditions that might adversely affect the stucco installation to the Architect

C. Preparation

- Sheathing: Verify installation of sheathing in compliance with applicable requirement. Protect the substrate with a moisture barrier as required by the applicable code and install lath and accessories.
- Interior Surfaces: Comply with manufacturer's written instructions for substrate preparation:
 - Remove hardware, electrical switch and outlet plates, lighting fixtures and other items already in place. After completion of work, reinstall items using workers skilled in the trades involved.
 - Protect adjacent surfaces and items that are not to receive plaster finish, but which cannot be removed, from finish work. Use masking materials that will not damage protected items and surfaces. Leave tape 1/16 inch from the edge of plaster surface for easy, clean removal.
 - Lightly sand any high gloss or glossy sealed surface with 150 grit sand paper.
 - Clean substrates of substances that could impair bonding including mold, mildew, oil, grease, salts, contamination and dirt using a Tri-Sodium Phosphate or equal paint preparation cleaner. Allow surface to fully before plaster application.
 - For older substrates knock down high points with putty knife, scraper, or drywall sanding screen. Clean and fill any mortar joints and depressions with UNILIME, leveling with the substrate. High gloss surface shall be sanded and lead paint removed in accordance with OSHA regulations.
 - For gypsum board substrates, apply coats of joint compound over joints and fasteners to achieve a minimum of a Level 3 finish or better. Touch up and sand as needed prior to applying primer.
 - Brush primer along the edges and inside corners: roll on over the wall plane. Provide a primer application that will ensure a proper suction and bonding of the plaster. Let primer dry overnight prior to base coat application.
 - Prepare all materials in accordance with manufacturer's recommendations

D. Installation

- Install over frame construction with sheathing per manufacturer's printed instructions, including but not limited to weep screen, weather protection, casing bead and expansion joint, and lath for exterior applications.
- Base Coat: UNILIME - Nominal thickness 1/8 inch. Apply with a stainless steel trowel in a single coat. Let surface moisture evaporate and lightly trowel float, knocking down high spots and other irregularities.
- Finish Coat:
 - Wash: Brush application over either suitable base coat or other porous, mineral finish - nominal thickness is achieved in 2 coats "well-and-wet".
 - Plaster: Trowel apply an initial coat over entire surface. Leave surface smooth, yet "open" and matte in appearance. The surface shall be dry to the touch and set enough that a finger pressed into the surface no longer leaves an impression. Hand trowel finish coat in continuous application over entire plane. Trowel to desired texture matching control sample.
- Sealer:
 - EcoStucco® Impregnating Sealer Application: Allow finish to cure for at least 2 days prior to application. Ensure surface is clean and dust-free. Apply only when surface temperature is between 45-deg F and 85 deg F. Protect adjacent area not intended for treatment. Apply sealer evenly and liberally using a sprayer and a brush. Allow sealer to saturate the finish over entire area by spreading the excess with a brush. Let sealer dry for 24 hours. For optimal results, the area should be kept dry and free of staining material for 72 hours.
- Inspection: During application, clean adjacent surfaces and completed finishes of foreign materials resulting from the Work. Inspect completed installation with Architect to verify that finishes meet the visual standard established by the control sample, including the accuracy and consistency of color, physical texture, visual texture, and surface sheen. In addition, verify that the expected standards of craftsmanship have been maintained throughout the project. Verify the absence of cold joints, scaffold lines, or other surface effects that interrupt the overall visual balance. Clean, tightly troweled surfaces at all corners consistent with the level of quality found in the field portions of the plane. Crisp and clean transitions where plaster meets dissimilar materials. Plaster again areas that do not meet the standards described above and repair other surfaces that may have been stained, marred, or otherwise damaged.

D. Cleaning and Protection: Provide protection of installed materials from water infiltration into or behind them. Provide protection of installed stucco from dust, dirt, precipitation, and freezing. Point up around trim and other locations where plaster abuts dissimilar materials. Remove temporary coverings used to protect adjacent surfaces. Clean and repair adjacent surfaces and items sold or damaged during work in this Section.

DIVISION 10: SPECIALTIES

10A. SIGNAGE AND GRAPHICS: See Drawings and Responsibility Schedule.

10B. FIRE EXTINGUISHERS

I. GENERAL REQUIREMENTS:

- See Fire Protection Drawings when provided.
- UL - Listed Products: Fire extinguishers UL - Listed and bear UL "Listing Mark" for type, rating, and classification of extinguisher.
- Provide quantity as required by the Code and the Fire Marshall. Provide fire extinguishers and mounting brackets from one source and from a single manufacturer.
- Provide Fire Extinguisher cabinets with integral fire extinguishers where indicated on Drawings or as required by local authorities.
- Provide "free-standing" fire extinguishers as required by code where indicated on Drawings or as required by local authorities.

II. SUBMITTALS:

- Submit cut sheets for the specified extinguisher cabinets and fire extinguishers.

III. MATERIALS:

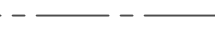
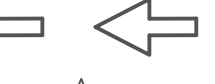
- Recessed Fire Extinguisher Cabinet with Fire Extinguisher:
 - Larsen's Manufacturing Company or Equal: Product No. 2409-R1, steel cabinet with white baked enamel finish with solid door and black vertical lettering. Trim projection shall be 5/16" flat trim, fully recessed. Provide six fire extinguisher, Larsen No. MFS, UL Rating 2A-10B-C.
 - Provide alternate specifications for cabinet and extinguisher for jurisdictions requiring larger capacity fire extinguishers.
- Surface Mounted Fire Extinguisher Cabinet with Fire Extinguisher:
 - Larsen's Manufacturing Company or Equal: Product No. 2409-sm, all other specifications as for recessed cabinet and extinguisher above, Larsen No. 2409-R1.

IV. INSTALLATION:

- "Free-standing" fire extinguisher(s) shall be located as required by code and for safety.
- Fire extinguisher cabinets shall be installed per the Drawings and or bolted to the partition as required by code and for safety.

FIRE DEPARTMENT NOTES

1. FIRE DEPARTMENT VEHICULAR ACCESS RIGARDS MUST BE INSTALLED AND MAINTAINED IN A SERVICEABLE MAINTAINED PRIOR TO AND DURING THE CONSTRUCTION.
2. APPROVED BUILDING ACCESS NUMBERS, BUILDING NUMBERS OR APPROVED BUILDING IDENTIFICATION SHALL BE PROVIDED AND MAINTAINED SO AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET FRONTING THE PROPERTY. THE NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND, BE ARABIC NUMBERS, BE ALUMINUM LETTERS, AND BE A MINIMUM OF A INCHES HIGH WITH A MINIMUM STROKE WIDTH OF 5/16 INCHES. (SEE CODE 9.05.)
3. AN APPROVED KEY BOX, LISTED IN ACCORDANCE WITH UL 1037 SHALL BE PROVIDED AS REQUIRED BY FIRE CODE 508. THE LOCATION OF EACH KEY BOX SHALL BE DETERMINED BY THE FIRE INSPECTOR.
4. PROVIDE AN AUTOMATICATED FIRE SPRINKLER SYSTEM AS SET FORTH IN FIRE CODE 903 AND FIRE CODE 904. PLANS SHALL BE OBTAINED FOR THE SPRINKLER PLAN REQUIRED FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION REGARDING: EXISTING BUILDING
5. APPROVED _____ TYPE OF FIRE SPRINKLER SYSTEM: 903.2.3.1
6. THE MEANS OF EGRESS, AND DITCH EXCHANGE, SHALL BE ILLUSTRATED AT ANY TIME THE BUILDING IS OCCUPIED WITH A LIGHTLY INTENSIFY NOT LESS THAN 1' FOOT CANTAI AT THE MAXIMUM SLOPE LEVEL. (SEE CODE 903.2.3.1)
7. EGRESS DOORS SHALL BE READILY OPENABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT. (SEE 1008.1.5)
8. PORTABLE FIRE EXTINGUISHERS SHALL BE INSTALLED IN LOCATIONS REQUIRED BY FIRE CODE 903.2.3.1
9. THE STORAGE, USE AND HANDLING OF COMPRESSED GASES IN COMPRESSED GAS CONTAINERS, CYLINDERS, TANKS AND SYSTEMS SHALL COMPLY WITH THE FIRE CODE CHAPTER 9.05 AND 904.05. COMPRESSED GAS CYLINDERS SHALL BE CLEARLY MARKED WITH THE NAME OF THE GAS CONTAINED THEREIN. FIRE CODE 904.1 CYLINDERS CONTAINING CARBON DIOXIDE SHALL BEAR GRAY COLOR PROTECTIONS AND LABELS.
10. CYLINDERS SHALL BE INSTALLED IN THE STORAGE TANKS, CYLINDERS, PIPING, AND FITTINGS ARE PROTECTED FROM DAMAGE BY OCCUPANTS DURING NORMAL FACILITY OPERATIONS. (SEE CODE 5907.3.1)
11. OPERATIONAL PERMITS SHALL BE OBTAINED FOR THE SPILL CONTAINMENT SYSTEMS UTILIZING MORE THAN 100 POUNDS (37.4 CUBIC FEET) OF ANY OF GAS AND GAS ENRICHMENT SYSTEMS WITH ANY OF GAS HAVING A FLAMMABLE VOLUME CONCENTRATION. (SEE FIRE CODE 904.1.4)
12. A CONSTRUCTION (BUILDING) PERMIT IS REQUIRED FOR THE INSTALLATION OF THE GAS DETECTION SYSTEM. (SEE CODE 905.7.8)
13. WET LOCATIONS: GROW ROOMS WILL BE CONSIDERED DAMP/WET LOCATIONS AS THEY ARE SUBJECT TO WASH DOWN AND SUBJECT TO HIGH HUMIDITY. INDOR WET LOCATIONS W/ WASHING METHODS SHALL MEET THE REQUIREMENTS OF THE FIRE CODE 903.2.3.1 WHEN HUMIDITY IS LEFT UNCONTROLLABLE 100%.
14. CIRCUIT INTERFERENCE: INTERFERENCE ARE REQUIRED FOR PERSONNEL PROTECTION IN THE WET LOCATIONS.
15. NCM CABLES: NCM CABLE (ROUND) IS NOT ALLOWED FOR THE USE IN WET LOCATIONS (I.E. GROW ROOMS) PER THE FIRE CODE 904.1.3.
16. PORTABLE FIRE EXTINGUISHERS SHALL BE INSTALLED IN LOCATIONS AS REQUIRED BY FIRE CODE 900.

SITE PLAN LEGEND	
	PROPERTY LINE
	CENTER LINE
	(C) ACCESSIBLE PATH OF TRAVEL
	(N) FIRE DEPARTMENT KNOX BOX, INSTALL 5'-0" A.F.G.
	(N) ELECTRICAL MAIN SHUTOFF.
	(C) FIRE HYDRANT
	(C) PARKING LOT LIGHT STANDARD.
	(C) EXTERIOR LIGHTING WALL PACK.

SITE PLAN KEYNOTES	
A	(C) TRASH ENCLOSURE NON-CANNIBAS WASTE ONLY.
B	(C) SECURITY FENCING AT NEIGHBORING PARCEL.
C	(C) FIRE DEPT. CONNECTION AND BACK FLOW DEVICE.

SITE PLAN NOTES

- A. ALL WALLS AND SIDEWALKS SHALL BE 4" MIN. WIDTH.
- B. ALL WALLS SHALL BE PROVIDED WITH A LEVEL AREA AND LESS THAN 60°/80° AT DOOR OR GATE THAT SWINGS TOWARD THE WALL, AND NOT LESS THAN 48° WIDE BY 44" DEEP AT A DOOR OR GATE THAT SWINGS AWAY FROM THE WALL.
- C. THE FLOOR LANDING SHALL NOT BE MORE THAN 1" LOWER THAN THE THRESHOLD OF THE DOORWAY. WHEN THE SLOPE IN THE DIRECTION OF TRAVEL OF ANY WALK EXCEEDS ONE VERTICAL TO TWO HORIZONTAL (5% GRADE/INCH), IT SHALL COMPLY WITH THE PROVISIONS OF SECTION 10208.5 (10208.5.1).
- D. LEVEL AREAS OF WALLS SHALL EXTEND 24" TO THE EDGE OF THE STRIKE EDGE OF A DOOR OR GATE THAT SWINGS TOWARD THE WALL. (10208.5.2)
- E. ALL ENTRANCE AND EXTERIOR GROUND FLOOR EXITS TO BUILDING AND FACILITIES SHALL BE MADE ACCESSIBLE TO PERSONS WITH DISABILITIES. (10208.11.1)
- F. ALL BUILDING AND FACILITY ENTRANCES THAT ARE ACCESSIBLE TO AND USED BY PERSON WITH DISABILITIES ARE TO BE IDENTIFIED AROUND EXITS OR LEADING TO AN ACCESSIBLE ROUTE OF TRAVEL. SHALL BE PROVIDED WITH A SIGN SPECIFYING THE LOCATION OF THE SIGNIFICANT SIGHT OF ACCESSIBILITY AND THE DIRECTION OF TRAVEL. SIGNAGE SHOULD BE VISIBLE TO PERSONS LONG APPROACHING CIRCULATION PATHS. (10208.5.8.1 AND 10208.5.8.2)
- G. WHEN SIGNS DIRECT TO OR GIVE INFORMATION ABOUT PERMANENT ROUTES AND FUNCTIONAL SPACES OF BUILDING OR SITE, THEY SHALL COMPLY WITH 2018 CBC SECTIONS 11B7.5.2, 11B7.5.3, 11B7.5.4, 11B7.5.6 OF EGRESS SIGNS AND IDENTIFICATION FOR VISUAL EXITS, GRAPHICS, ILLUMINATION, POWER SOURCE, TACTILE EXIT SIGNAGE, TACTILE STAR LINE IDENTIFICATION AND SIGNAGE, SPECIAL EGRESS CONTROL DEVICES SHALL COMPLY WITH 2018 CBC SECTIONS 10308.5 AND 10308.5.1.2

SITE PLAN INFORMATION

LEGAL OWNER:
S.B. MONTEBELLO INVESTMENTS, LLC
8000 TELEGRAPH RD.,
MONTBELLO, CA 90640

PROPERTY LOCATION:
7109 TELEGRAPH RD
MONTBELLO, CA 90640

LEGAL DESCRIPTION
TR-82237 LOT 2 CONDO UNIT 2 (AIRSPACE AND 1/17 INT IN COMMON AREA)

APN NO.
6354-004-033

ZONING
M2 - HEAVY MANUFACTURING

GENERAL PLAN LAND USE DESIGNATION
COMMERCIAL - MANUFACTURING

USE
EXISTING: WAREHOUSE / LIGHT MANUFACTURING.

PROPOSED USE: CANNABIS CULTIVATION, DISTRIBUTION, VOLATILE MANUFACTURING,
DELIVERY/ON-STREET RETAIL SALES.

LOT AREA
62,290.8 SQ. FT. (1.43 ACRES)

GROSS FLOOR AREA (PROPOSED)
4,530 SQ. FT.

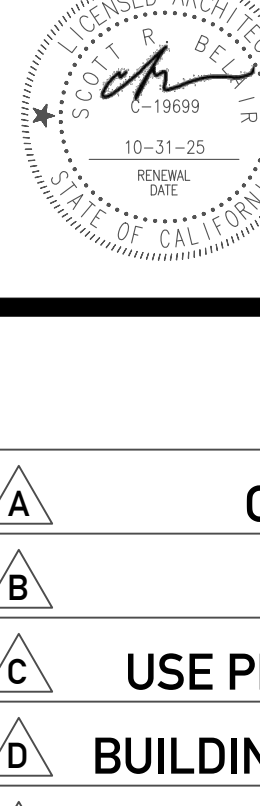
FLOOR AREA RATIO: N/A. STRUCTURE IS EXISTING, NO CHANGES TO BUILDING ENVELOPE.

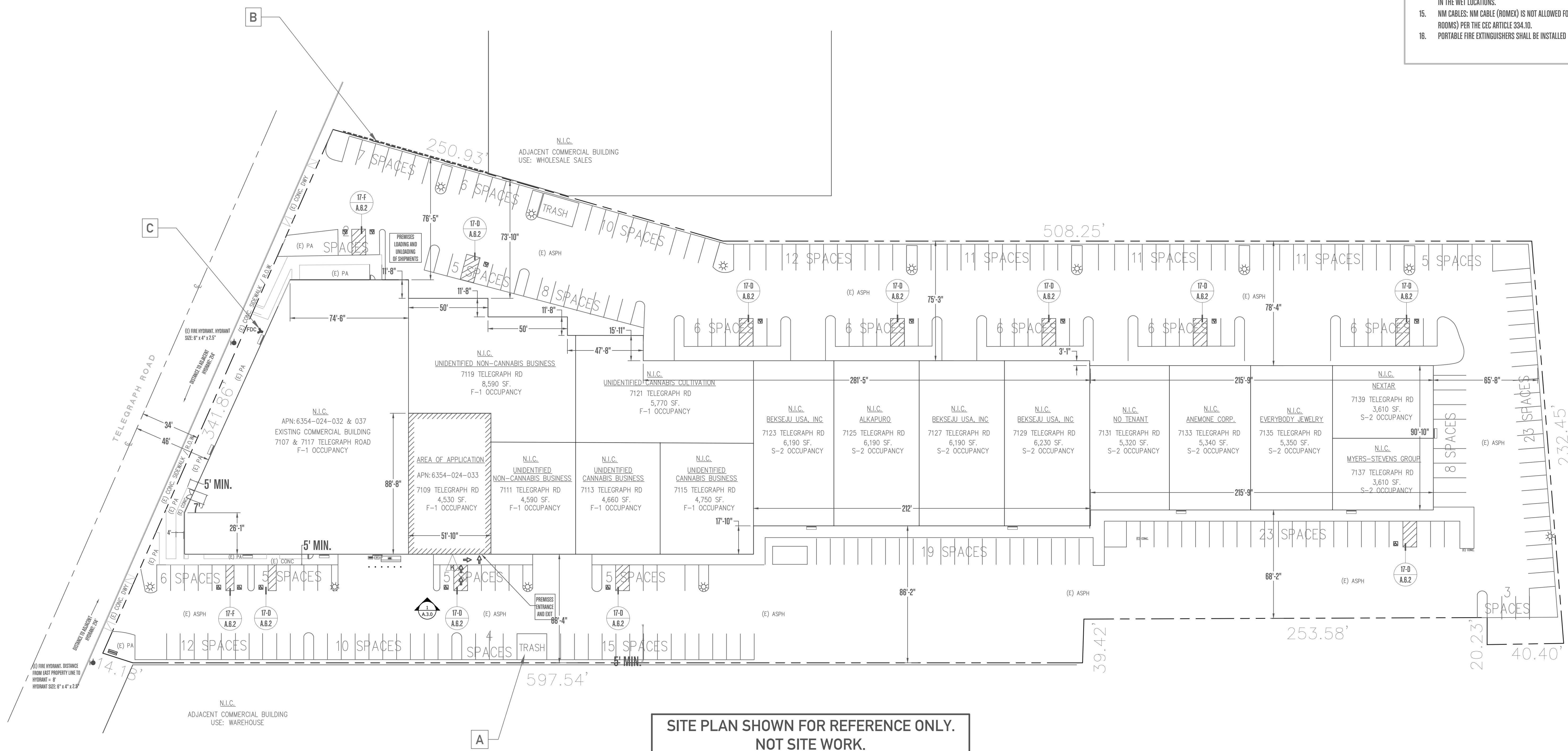
EXISTING BUILDING TYPE: CONSTRUCTION TYPE IIIA.

PARKING:
EXISTING PARKING (NO CHANGES)

250 TOTAL PARKING SPACES PROVIDED AND MAINTAINED ON PARCEL.

AREA MAP

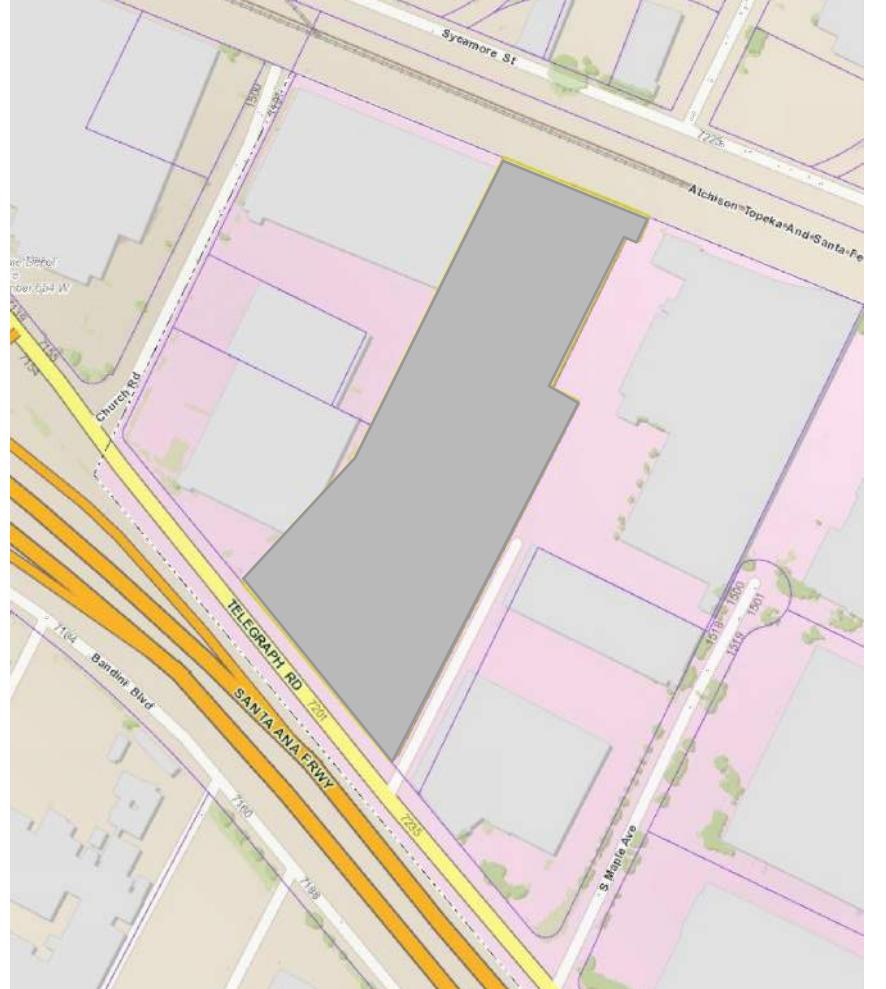
OWNER:	
STAR USA IMPORTS INC. 91050 TELEGRAPH ROAD MONTEBELLO, CA 90640	
IG INTREPID GROUP	
3419 Via Lido, Ste. 225 Newport Beach, CA 92663 949.500.9416 www.intrepid-group.net	
PROJECT:	
TENANT IMPROVEMENT OF 7109 TELEGRAPH RD. MONTEBELLO, CA	
CONSULTANT:	
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STAMP	JOB NUMBER: XXXXXX
	DATE: 11.01.23
REVISIONS	
A	CONCEPTUAL
B	90% CD'S
C	USE PERMIT SUBMITTAL
D	BUILDING DEPT. SUBMITTAL
SHEET NAME:	
SITE PLAN	
SHEET NUMBER:	
A1.0	



ARCHITECT PATH OF TRAVEL STATEMENT

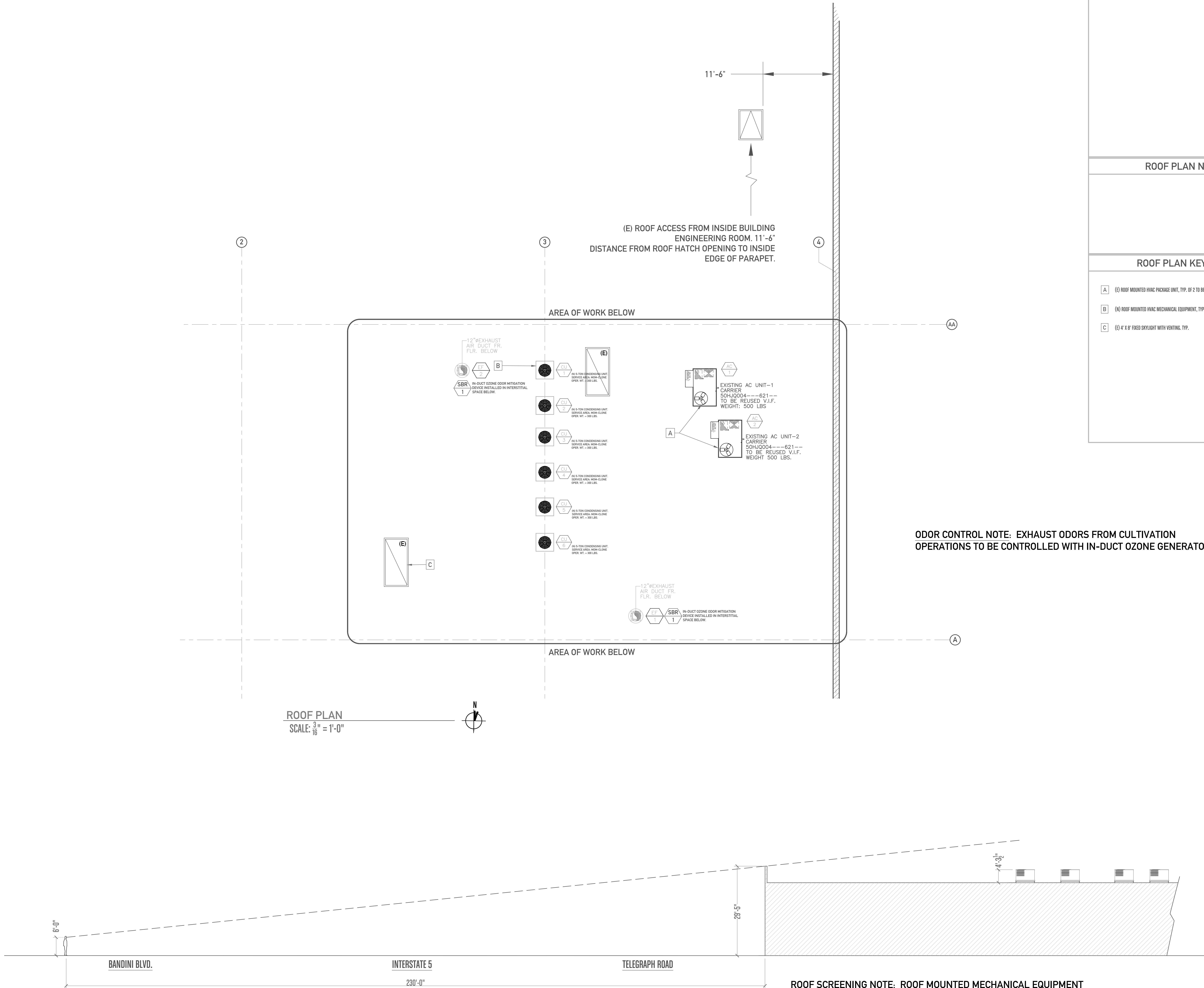
1. A COMMON BARRIER FREE ACCESSIBLE ROUTE FROM THE PUBLIC SIDEWALK AND FROM THE NEAREST DISABLED PARKING SPACES THROUGH THE PRIMARY ENTRANCE OF THE BUILDING TO THE SPECIFIC AREA OF ALTERATION OR ADDITION AND TO THE ACCESSIBLE TOILETS SERVING THE ALTERATION OR ADDITION.
2. A LOST 48" WIDE WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/4" REVEALED AT 1:2 MAXIMUM SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL.
3. THE PATH SURFACE IS SLIP RESISTANT, STABLE, FIRM AND SMOOTH.
4. PASSING SPACES AT LEAST 60" WIDE ARE LOCATED NOT MORE THAN 200' APART.
5. CONTINUOUS GRADIENTS HAVE 80" LEVEL AREAS NOT MORE THAN 400' APART.
6. CROSS SLOPE DOES NOT EXCEED 2%.
7. SLOPE IN DIRECTION OF TRAVEL IS LESS THAN 5% UNLESS OTHERWISE INDICATED AS A RAMP.
8. MAINTAIN PART OF TRAVEL FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM, PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL OR EDGE AND 27" ABOVE FINISH GRADE.

AREA MAP



NOISE LEVEL REQUIREMENT: NOISE LEVELS GENERATED BY THE OPERATION OF SUCH ESTABLISHMENT SHALL NOT EXCEED 65 dBA BETWEEN THE HOURS OF 7 A.M. TO 10 P.M. AND NOT EXCEED 60 dBA BETWEEN THE HOURS OF 10 P.M. TO 7 A.M., SO AS TO MITIGATE THE IMPACT ON THE ADJOINING PROPERTIES ZONED OR USED FOR RESIDENTIAL PURPOSES. THE MEASUREMENT OF NOISE LEVELS SHALL BE TAKEN AT THE LOCATION OF THE SHARED PROPERTY LINE.

EXTERIOR LIGHTING REQUIREMENT. THE EXTERIOR LIGHTING OF THE PARKING AREA SHALL BE KEPT AT AN INTENSITY OF BETWEEN ONE- AND 2-FOOT CANDLES, SO AS TO PROVIDE ADEQUATE LIGHTING FOR EMPLOYEES WHILE NOT DISTURBING SURROUNDING RESIDENTIAL OR COMMERCIAL AREAS. LIGHT SOURCES SHALL BE SHIELDED FROM ADJACENT PROPERTIES AND FROM THE SKY.



ROOF SCOPE OF WORK

1. (N) ROOF MOUNTED CONDENSING UNITS FOR CULTIVATION OPERATIONS. SEE MECHANICAL DRAWINGS.

ROOF PLAN NOTES

ROOF PLAN KEYNOTES

(E) ROOF MOUNTED HVAC PACKAGE UNIT, TYP. OF 2 TO BE RE-USED. SEE MECHANICAL DRAWINGS.

(N) ROOF MOUNTED HVAC MECHANICAL EQUIPMENT, TYP.

(C) 4' X 8' FIXED SKYLIGHT WITH VENTING, TYP.

OWNER:

STAR USA IMPORTS INC.
91050 TELEGRAPH ROAD
MONTEBELLO, CA 90640

PREPARED BY:

IG

INTREPID GROUP

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REVISIONS

A. CONCEPTUAL

B. 90% CD'S

C. USE PERMIT SUBMITTAL

D. BUILDING DEPT. SUBMITTAL

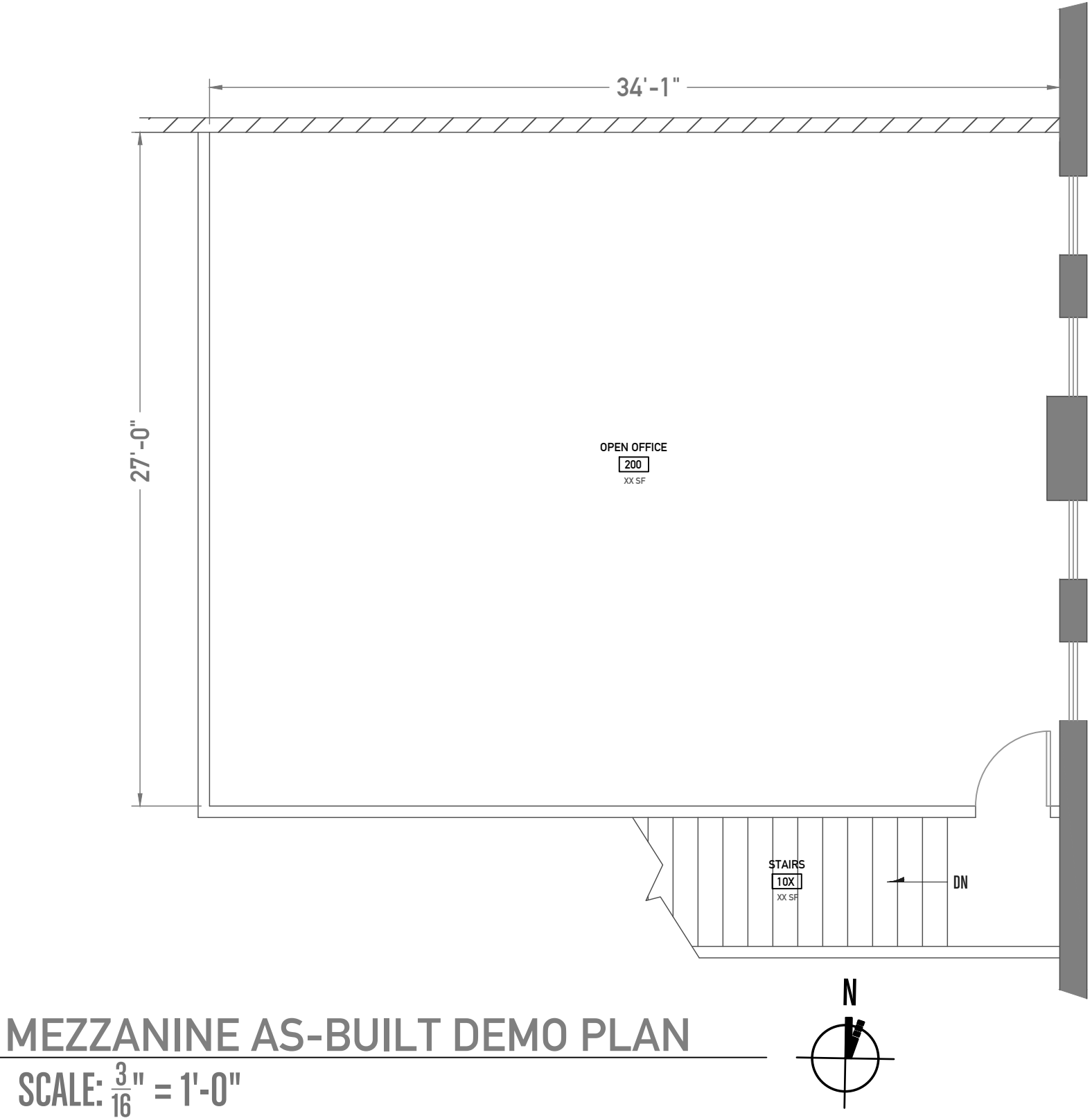
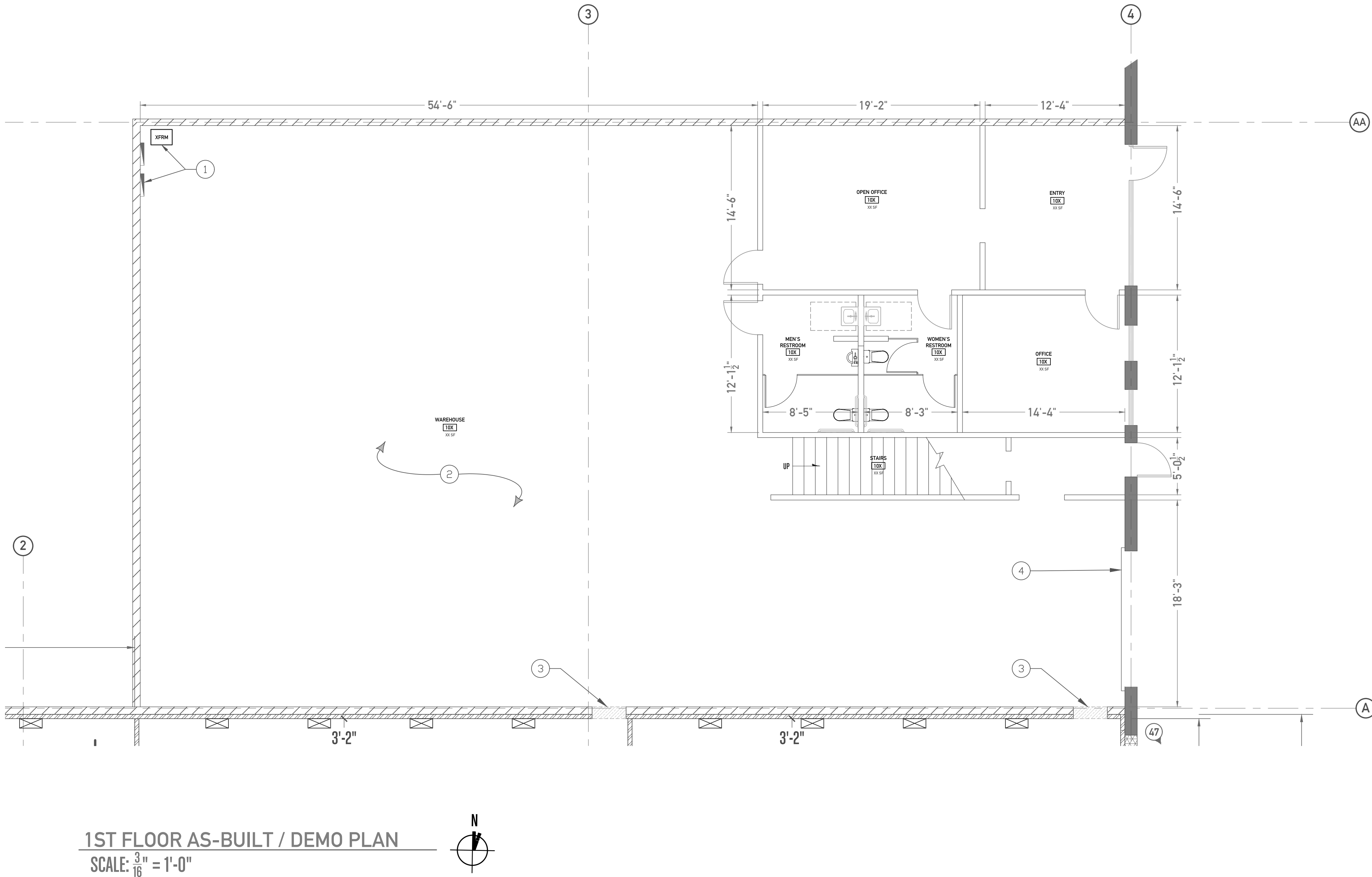
SHEET NAME:

ROOF PLAN

SHEET NUMBER:

A1.1

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AS-BUILT / DEMOLITION PLAN LEGEND

- (1) BUILDING SHELL TO REMAIN.
- (2) PARTITION WALLS TO REMAIN.
- EXISTING NON-BEARING/NON-SHEAR WALLS TO BE REMOVED. CONTRACTOR TO VERIFY NON-BEARING STATUS OF WALLS.
- EXISTING DOOR TO REMAIN.
- EXISTING DOOR TO BE REMOVED.

AS-BUILT / DEMOLITION PLAN KEY NOTES

- (1) ELECTRICAL EQUIPMENT TO BE RELOCATED. SEE ELECTRICAL PLANS.
- REMOVE ALL IN-FLOOR ANCHORS. PREPARE SURFACE FOR FINISH.
- PROVIDE NEW DOOR OPENING. SEE DETAIL X/A&X.
- EXISTING ROLL UP DOOR TO REMAIN.

AS-BUILT / DEMOLITION PLAN NOTES

- PRIOR TO BID, CONTRACTOR SHALL VISIT THE SITE TO ADEQUATELY DETERMINE ALL PRE-EXISTING CONDITIONS AND THE FULL EXTENT OF ALL REQUIRED DEMOLITION. BY THE ACT OF SUBMITTING A BID, THE CONTRACTOR WILL BE DEEMED TO HAVE COMPLIED WITH FOREGOING, TO HAVE ACCEPTED SUCH CONDITIONS, AND TO HAVE MADE ALLOWANCES THEREFORE IN PREPARING HIS BID.
- CONTRACTOR SHALL PROVIDE ALL TEMPORARY BRACING AS REQUIRED TO MAINTAIN STRUCTURAL STABILITY OF THE EXISTING STRUCTURE DURING ALL PHASES OF CONSTRUCTION.
- ELECTRICAL, MECHANICAL AND PLUMBING TO BE REMOVED TO THE FURTHEST TERMINATION POINT ON THE FLOOR. REMOVE ALL UNUSED DISCONNECTED HVAC, ELECTRICAL, PLUMBING AND PHONE/DATA CABLING ABOVE CEILING AND REMOVE TO THE FURTHEST POINT ON THE FLOOR.
- CONTRACTOR TO COORDINATE REMOVAL AND STORAGE OF ALL EQUIPMENT AND FIXTURES WITH OWNER.
- WHERE ANY PLUMBING, MECHANICAL, OR ELECTRICAL ITEMS, LINES, CONDUITS, PIPES, FITURES, ETC., HAVE BEEN REMOVED, PLUG AND CAP AS NECESSARY TO CONCEAL ABANDONED ITEMS, PATCH AND REPAIR AS NECESSARY.
- CONTRACTOR TO PATCH AND REPAIR ANY DAMAGED PORTIONS OF THE BUILDING TO REMAIN.
- THIS PLAN INDICATES A GENERAL DEMOLITION SCOPE OF WORK TO BE PERFORMED AND DOES NOT RELIEVE THE CONTRACTOR FROM OTHER INCIDENTAL DEMOLITION WORK REQUIRED TO COMPLETE THE BUILDING MODIFICATIONS AS SHOWN AND REQUIRED BY THE CONTRACT DOCUMENTS.
- ANY ITEMS SALVAGED BY THE CONTRACTOR SHALL BE DISPOSED OF PROPERLY OFF-SITE AND IN AN EXPEDITIOUS MANNER.
- PROTECT ALL PEDESTRIAN TRAFFIC AFFECTED BY THE DEMOLITION AND CONSTRUCTION WORK, AS SET FORTH IN THE BUILDING CODE. HEIGHT AND BARRICADE CONSTRUCTION, IF ANY TO BE DETERMINED BY THE LOCAL PUBLIC AGENCY.
- IF CONTRACTOR ENCOUNTERS ANY HAZARDOUS MATERIALS DURING DEMOLITION OR CONSTRUCTION, HE SHALL IMMEDIATELY STOP WORK AND NOTIFY OWNER.
- DURING REMOVAL OF OVERHEAD ELEMENTS, PROVIDE PROPER PROTECTION FROM FALLING OBJECTS.
- COMPLETE DEMOLITION IN AN ORDERLY AND CAREFUL MANNER. ENSURE THAT NO EXISTING CONSTRUCTION IS DISMANTLED, DEMOLISHED OR REMOVED WITHOUT KNOWING SPECIFICALLY WHAT IT IS, HOW IT SHOULD BE HANDLED, AND WHAT IMPACT ITS REMOVAL OR DEMOLITION MAY HAVE ON EXISTING CONSTRUCTION, STRUCTURE, AND BUILDING SERVICES. IF THERE ARE ANY QUESTIONS CONCERNING THE DEPOSITION OF EXISTING CONSTRUCTION ENCOUNTERED, NOTIFY ARCHITECT IN WRITING BEFORE PROCEEDING. ASSUME ALL RESPONSIBILITY AND LIABILITY, INCLUDING RESPONSIBLE FOR MAINTAINING STRUCTURAL INTEGRITY OF ALL WORK, CONSEQUENTIAL DAMAGES RESULTANT OF FAILURE TO PROCEED WITHOUT REASONABLE CAUTION.
- CEASE OPERATIONS AND NOTIFY OWNER IMMEDIATELY IF SAFETY OF STRUCTURE APPEARS ENDANGERED. DO NOT RESUME OPERATIONS UNTIL SAFETY IS RESTORED AND ASSURED.
- THE DISCHARGE OF POLLUTANTS TO ANY STORM DRAINAGE SYSTEM IS PROHIBITED. NO SOLID WASTE, PETROLEUM BY-PRODUCTS, SOIL PARTICULATE, CONSTRUCTION WASTE MATERIALS, OR WASTEWATER GENERATED BY CONSTRUCTION SITES OR BY CONSTRUCTION ACTIVITIES SHALL BE PLACED, CONVEYED OR DISCHARGED INTO THE STREET, GUTTER OR STORM DRAIN SYSTEM.
- UPON COMPLETION OF THE DEMOLITION WORK, THE CONTRACTOR SHALL PROVIDE THAT ALL AREAS ARE LEFT BROOM CLEAN.
- MAINTAIN A FULLY CHARGED FIRE EXTINGUISHER READILY AVAILABLE DURING ALL DEMOLITION OPERATIONS.

UNIVERSAL WASTE NOTES

- UNIVERSAL WASTE: [BSC: CR, USA-95] THE WASTES LISTED BELOW ARE SUBJECT TO REGULATION PURSUANT TO CHAPTER 23 OF TITLE 22, CALIFORNIA CODE OF REGULATIONS, AND SHALL BE KNOWN AS "UNIVERSAL WASTES". THESE WASTES ARE TO BE DIVERTED FROM LANDFILLS.
 - BATTERIES, AS DESCRIBED IN TITLE 22 CCR, SECTION 66273.2, SUBSECTION (A);
 - ELECTRONIC DEVICES, AS DESCRIBED IN TITLE 22 CCR, SECTION 66273.3, SUBSECTION (A);
 - MERCURY-CONTAINING EQUIPMENT, AS DESCRIBED IN TITLE 22 CCR, SECTION 66273.4, SUBSECTION (A);
 - LAMPS, AS DESCRIBED IN TITLE 22 CCR, SECTION 66273.5, SUBSECTION (A);
 - CATHODE RAY TUBES, AS DESCRIBED IN TITLE 22 CCR, SECTION 66273.6, SUBSECTION (A);
 - CATHODE RAY TUBE GLASS, AS DESCRIBED IN TITLE 22 CCR, SECTION 66273.7, SUBSECTION (A);
 - AND
 - AEROSOL CANS, AS SPECIFIED IN HEALTH AND SAFETY CODE, SECTION 25201.16.

OWNER:

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91050 TELEGRAPH ROAD
MONTEBELLO, CA 90640

PREPARED BY:



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Newport Beach, CA 92663
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PROJECT:

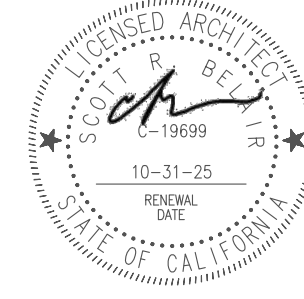
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STAMP:



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REVISIONS

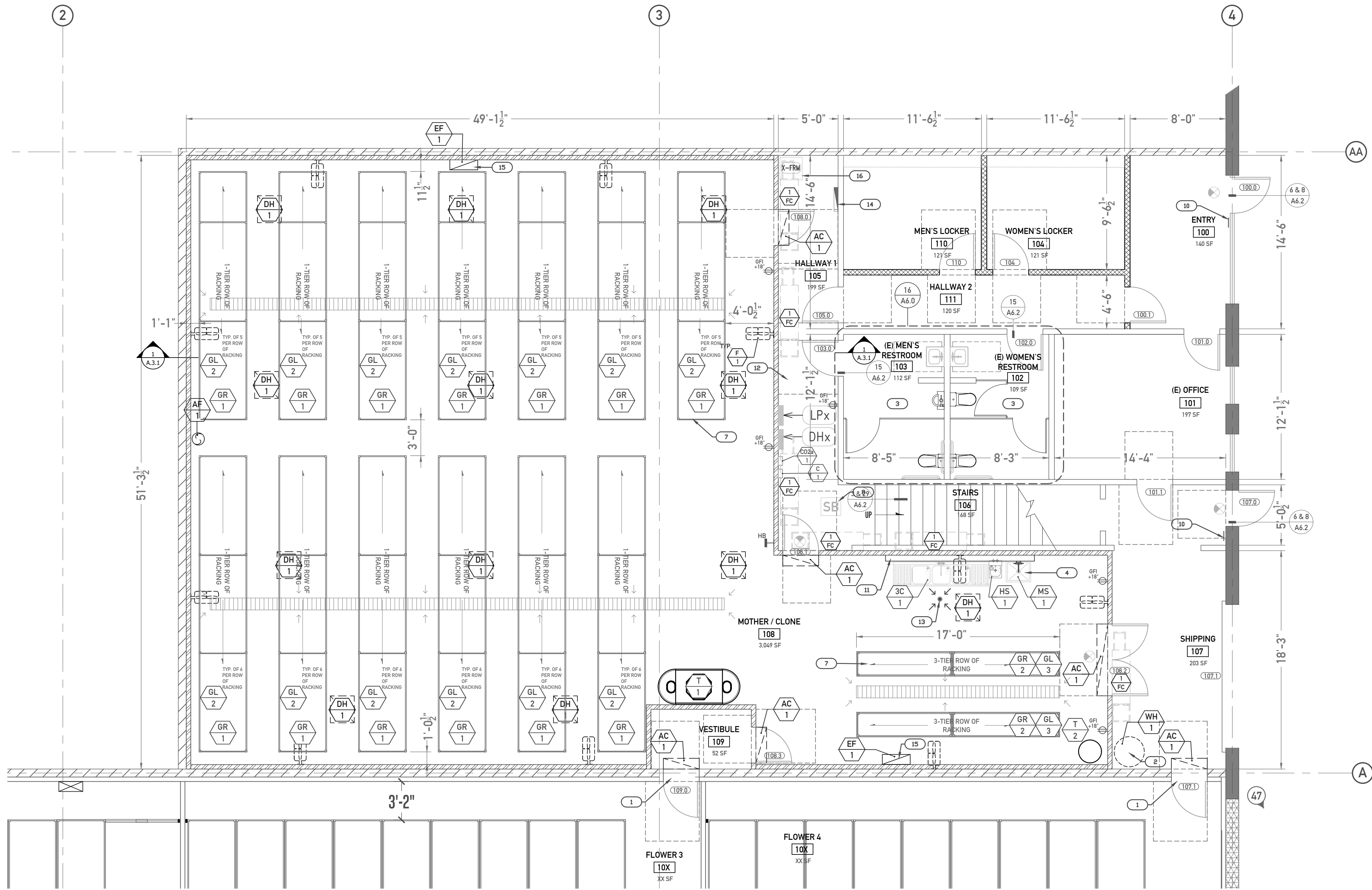
- | REVISIONS |
|-----------------------------|
| A. CONCEPTUAL |
| B. 90% CD'S |
| C. USE PERMIT SUBMITTAL |
| D. BUILDING DEPT. SUBMITTAL |
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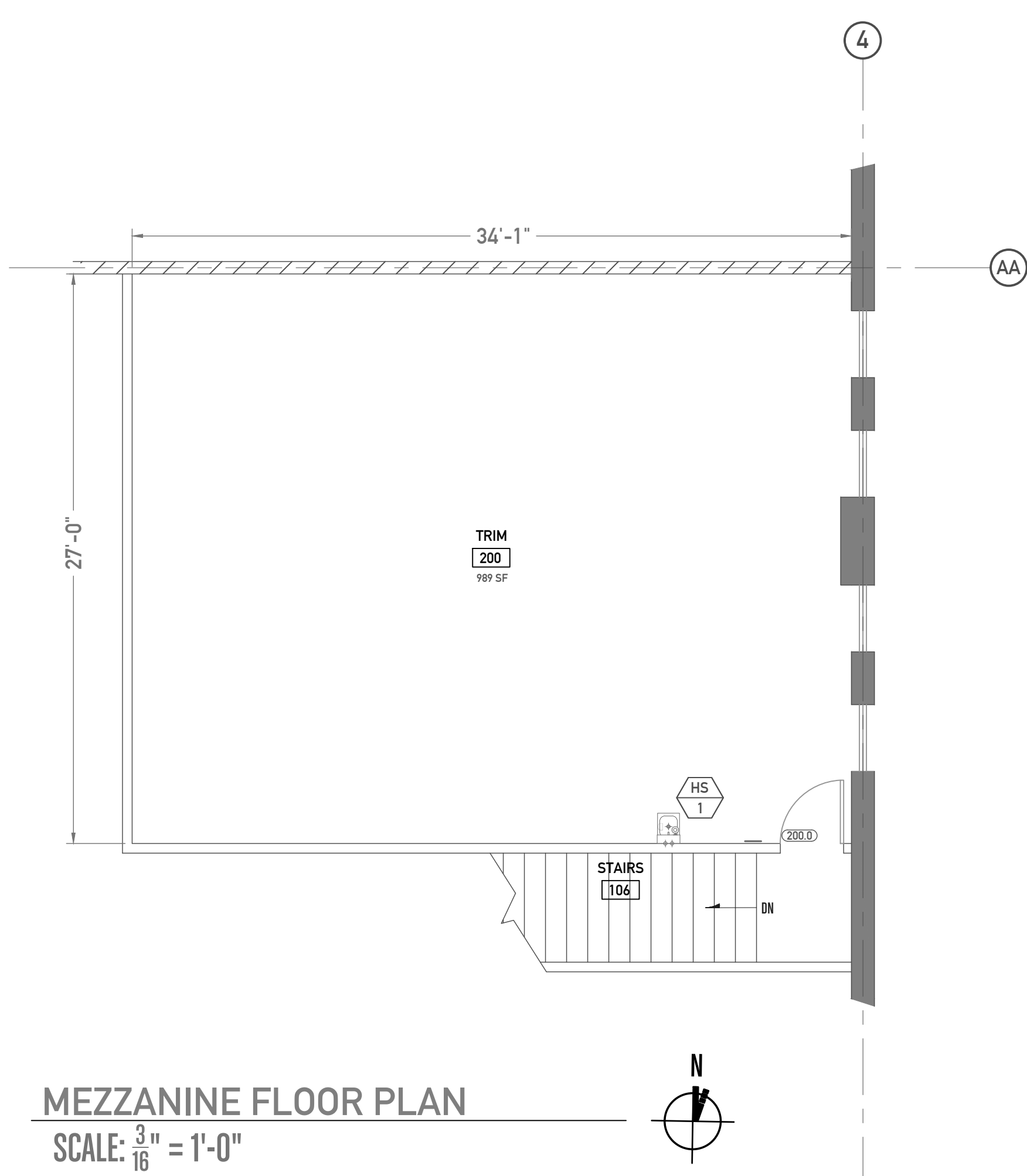
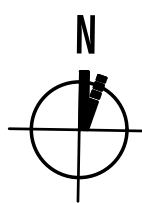
AS-BUILT /
DEMOLITION
PLAN

SHEET NAME:

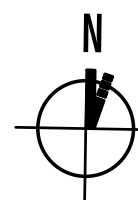
A1.2



1ST FLOOR PLAN
SCALE: $\frac{3}{16}$ " = 1'-0"



MEZZANINE FLOOR PLAN
SCALE: $\frac{3}{16}$ " = 1'-0"



FLOOR PLAN LEGEND

- (E) BUILDING SHELL TO REMAIN.
- (E) PARTITION WALLS TO REMAIN.
- (E) DEMISING WALL. CONTRACTOR TO SEAL ALL HOLES AND GAPS TO MITIGATE AIR TRANSFER TO ADJACENT SUITE.
- (N) 4" THICKNESS PREFABRICATED INSULATED PANEL WALLS. SEE A5.0 FOR CEILING HEIGHT. SEE INSTALLATION DETAILS 108.11/A.6.1.
- (N) PARTITION WALL. MATCH ADJACENT WALL HEIGHTS. SEE DETAIL 4/A4.0.
- EQUIPMENT ABOVE. SEE A5.0 EQUIPMENT SCHEDULE. SEE STRUCTURAL DRAWINGS FOR ATTACHMENT DETAILS.
- DOOR NUMBER (SEE DOOR SCHEDULE SHEET A5.0)
- PROCESS EQUIPMENT NUMBER. SEE SHEET A5.0 EQUIPMENT SCHEDULE.
- (N) FIRE EXTINGUISHER. 20 L.B. CLASS 4-A-B-C. UL RATED PORTABLE FIRE EXTINGUISHER. SEE FIRE EXTINGUISHER PLAN FOR SPECIFIC TYPES AND ADDITIONAL LOCATIONS.
- EXIT SIGN. BATTERY BACKED.
- (N) HOSE BIB. SEE PLUMBING DRAWINGS.
- (N) ELECTRICAL POWER AND LIGHTING SUBPANEL. SEE ELECTRICAL DRAWINGS.

FLOOR PLAN KEY NOTES

- (N) DOOR OPENING. SEE DOOR SCHEDULE.
- (N) WATER HEATER. WH-1. SEE PLUMBING DRAWINGS. MOUNT ON WALL ABOVE.
- (E) ACCESSIBLE RESTROOMS. PER HEALTH DEPARTMENT REQUIREMENTS, RESTROOMS ARE TO BE FITTED WITH LIGHT SWITCH ACTIVATED EXHAUST FANS.
- (N) MOP SINK. PROVIDE BACKFLOW PROTECTION DEVICE, MOP RACK AND CHEMICAL SHELF.
- (N) NSF APPROVED WIRE SHELVING. TYP.
- (N) EMPLOYEE LOCKERS: MFG: EAGLESTONE. MODEL: CLEANLOCKERS. PROVIDE 1 LOCKER FOR EACH PRODUCTION EMPLOYEE. EMPLOYEES WILL BE GOWNING OVER STREET CLOTHES.
- (N) RACKING SYSTEM. TYP. SEE A5.0 EQUIPMENT SCHEDULE.
- (N) BELOW GRADE INDUSTRIAL WASTE SAMPLE BOX. SEE PLUMBING DRAWINGS.
- (N) SECURITY DESK. SEE OWNER FOR SIZING.
- (N) TACTILE EGRESS SIGN. SEE DETAIL 8/A.6.2
- PROVIDE CEMENT BD. OVER METAL STUD PLUMBING FURR-OUT WALL.
- ELECTRICAL TRANSFORMER. LOCATE ABOVE CEILING.
- HEALTH DEPARTMENT REQUIRED FLOOR DRAIN.
- RELOCATED ELECTRICAL PANEL.
- CO2 EXHAUST DROP. EXHAUST SYSTEM INTAKE TO BE WITHIN 12" FROM FLOOR.
- (E) ELECTRICAL TRANSFORMER RELOCATED TO LOCATION SHOWN. SEE ELECTRICAL DRAWINGS.

FLOOR PLAN NOTES

- A. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
- B. ALL FINISHED PARTITIONS SHALL BE PLUMB, STRAIGHT AND TRUE AND SHALL HAVE TAPED JOINTS, FLUSH AND SMOOTH.
- C. PROVIDE BACKING IN WALLS FOR WALL HUNG FIXTURES AND CABINETS AS REQUIRED.
- D. CONTRACTOR TO SUBMIT SUBMITTALS OF ALL FINISHES, PLUMBING FIXTURES, ELECTRICAL COMPONENTS, DOOR HARDWARE AND LIGHT FIXTURES) TO ARCHITECT FOR WRITTEN APPROVAL PRIOR TO ORDERING MATERIAL. IF SUBMITTALS ARE NOT SUBMITTED AND APPROVED IN WRITING THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH REPLACEMENT.
- E. SUBMIT CUT-SHEET OR ACTUAL DOOR SAMPLE FOR APPROVAL PRIOR TO PURCHASE OR FABRICATION OF DOORS. HARDWARE SCHEDULE.
- F. MAXIMUM DOOR OPERATION PRESSURE FOR INTERIOR DOORS SHALL BE 5LBS.
- G. DOOR HARDWARE SHALL BE PUSH-PULL OR OTHER TYPE WITH DOES NOT REQUIRE GRASPING AND TURNING.
- H. CONTRACTOR SHALL FURNISH AND INSTALL ALL DOORS, HARDWARE AND FRAMES REQUIRED FOR A COMPLETE AND PROPER INSTALLATION.
- I. ALL DOORS SHALL HAVE WALL OR FLOOR STOPS TO PREVENT DAMAGE TO DOOR, HARDWARE OR ADJACENT WALL SURFACES.
- J. CONTRACTOR TO VERIFY ALL KEY REQUIREMENTS WITH LANDLORD/OWNER AND SHALL COORDINATE BUILDING STANDARD CYLINDERS AND KEYWAYS AS REQUIRED.
- K. ALL DOORS SPECIFIED SHALL BE FINISHED ON BOTH FACES AND ON THE HINGED AND STRIKE EDGES, TOP AND BOTTOM EDGES UNFINISHED.
- L. ALL PARTITIONS ARE DIMENSIONED FINISH TO FINISH.
- M. EVERY REQUIRED EXIT DOORWAY MUST BE OF A SIZE TO PERMIT THE INSTALLATION OF A 3'-0" BY 6'-8" DOOR MINIMUM. A MINIMUM CLEAR WIDTH OF 32" MUST BE PROVIDED. (2022 CBC 108.1.1)
- N. CONTRACTOR/TENANT MUST COMPLY WITH (2019 CBC 1011.5, AND 1011.6) FOR EXIT SIGN GRAPHICS, ILLUMINATION, AND POWER SOURCE.
- O. CONTRACTOR TO PROVIDE EXIT SIGNS READILY VISIBLE TO CLEARLY INDICATE THE DIRECTION OF EGRESS TRAVEL. EXIT SIGNS SHALL BE PROPERLY ILLUMINATED. (2022 CBC 1011.5, 1011.6)
- P. CONTRACTOR TO FIELD VERIFY ALL SITE CONDITIONS AND DIMENSIONS.
- Q. THE STORAGE, USE AND HANDLING OF COMPRESSED GASSES IN COMPRESSED GAS CONTAINERS, CYLINDERS, TANKS AND SYSTEMS SHALL COMPLY WITH THE FIRE CODE CHAPTER 53 AND NFPA 55.
- R. COMPRESSED GAS CYLINDERS SHALL BE CLEARLY MARKED WITH THE NAME OF THE GAS CONTAINED THEREIN. FIRE CODE 5301.1 CYLINDERS CONTAINING CARBON DIOXIDE SHALL BEAR GRAY COLOR MARKINGS AND LABELS.
- S. A GAS DETECTION SYSTEM SHALL BE PROVIDED TO MONITOR AREAS WHERE CO2 CAN ACCUMULATE. THE SYSTEM SHALL BE DESIGNED TO INITIATE A LOCAL AUDIBLE AND VISIBLE ALARM IN THE ROOM OR AREA IN WHICH THE SENSOR IS INSTALLED WHEN THE LEVEL OF CO2 EXCEEDS 5,000 PPM. FIRE CODE 5307.5.2
- T. INDOOR STORAGE AND USE AREAS AND STORAGE BUILDINGS SHALL BE PROVIDED WITH VENTILATION IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 5004.3 WHERE MECHANICAL VENTILATION IS PROVIDED, THE SYSTEMS SHALL BE OPERATIONAL DURING SUCH TIME AS THE BUILDING OR SPACE IS OCCUPIED. EXCEPTION: A GAS DETECTION SYSTEM COMPLYING WITH SUBSECTION (I) 5) SHALL BE PERMITTED IN LIEU OF MECHANICAL VENTILATION. FIRE CODE 5307.5.1

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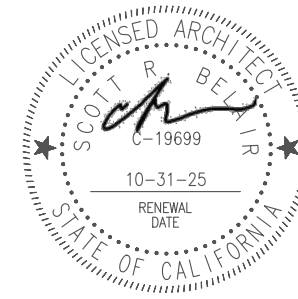
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REVISIONS

A. CONCEPTUAL

B. 90% CD'S

C. USE PERMIT SUBMITTAL

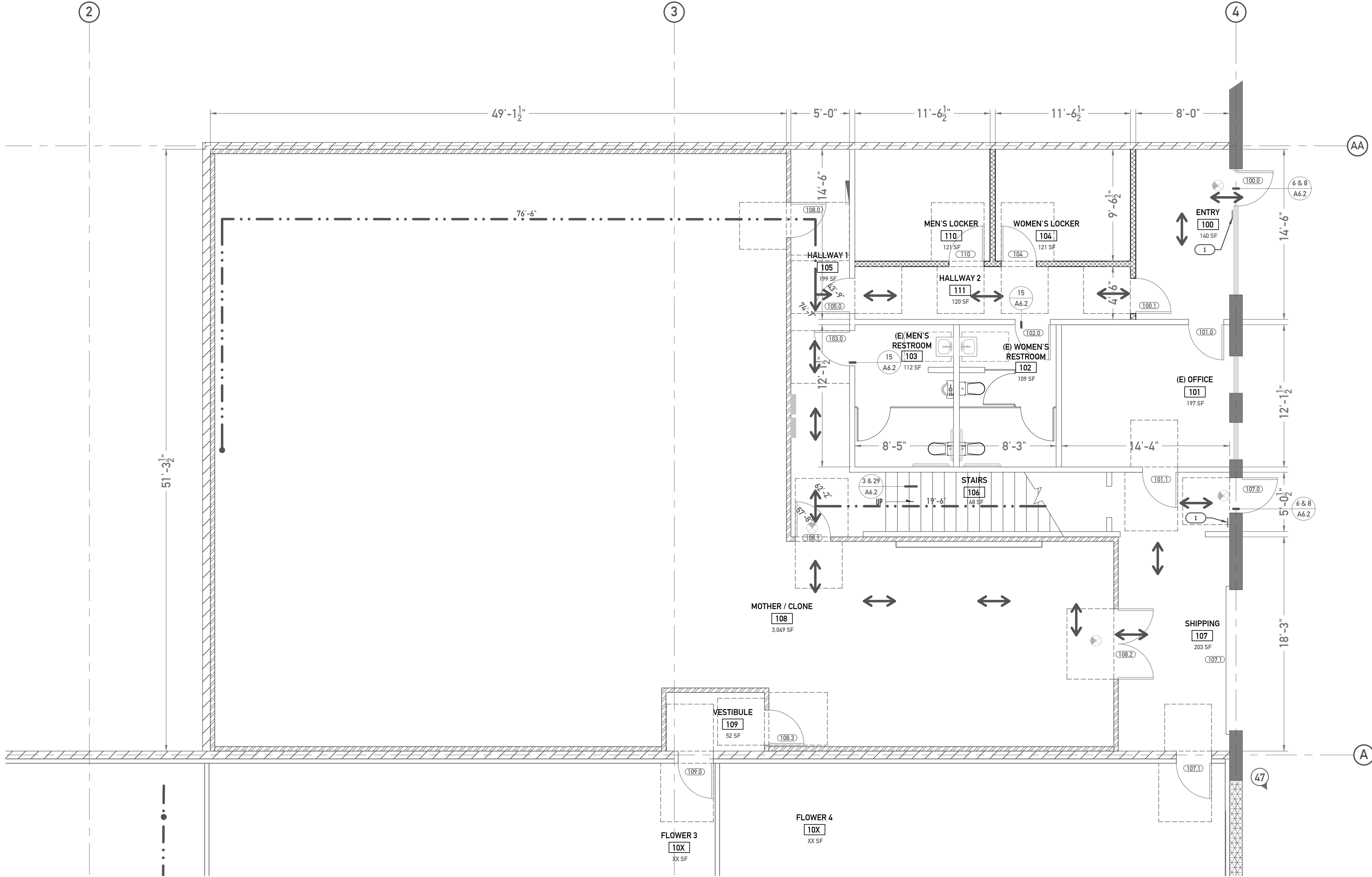
D. BUILDING DEPT. SUBMITTAL

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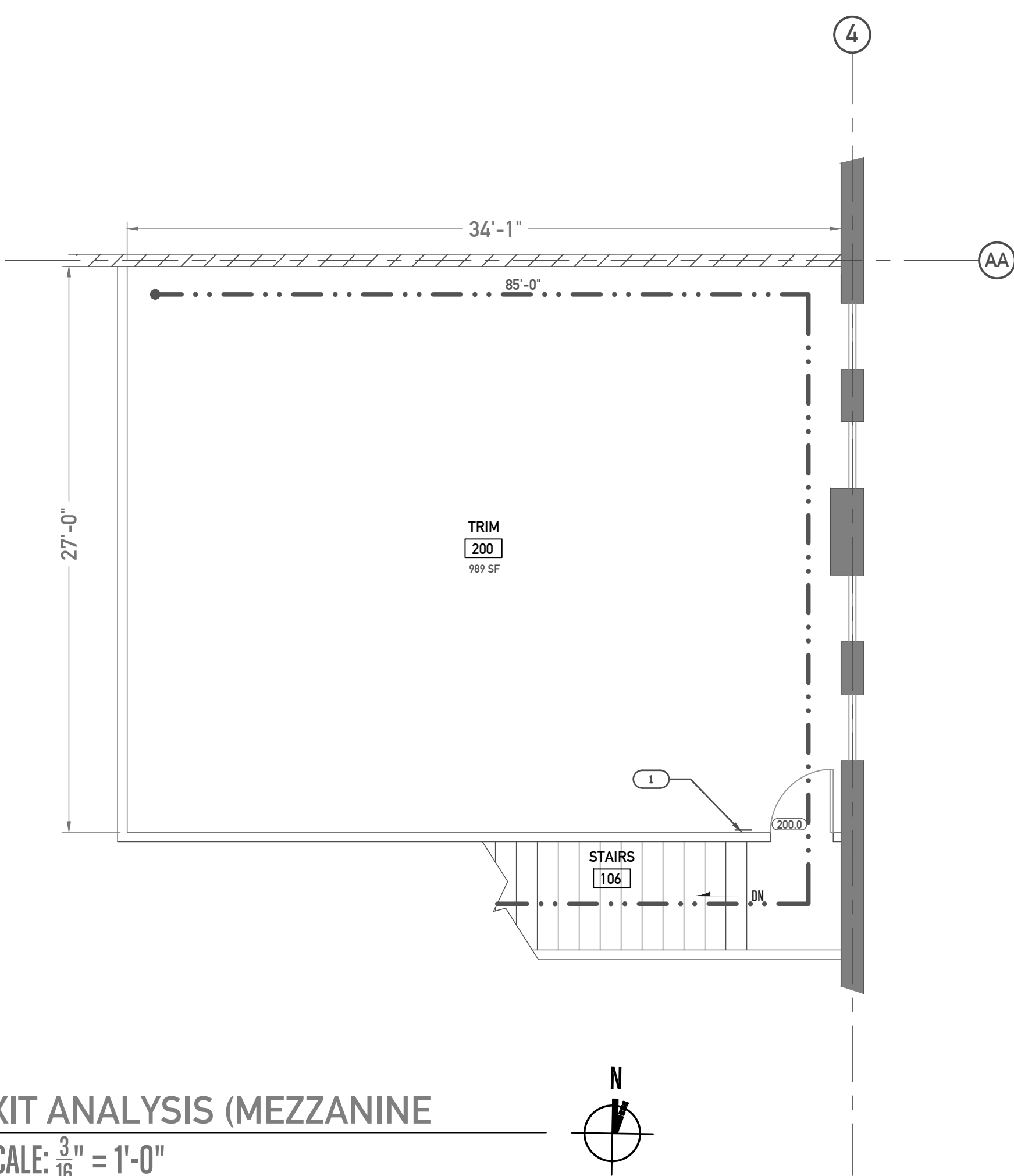
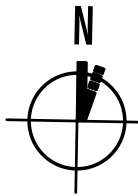
FLOOR PLAN

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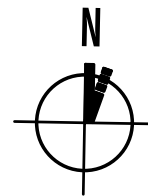
A1.3



EXIT ANALYSIS (1ST FLOOR)
SCALE: $\frac{3}{16}" = 1'-0"$



EXIT ANALYSIS (MEZZANINE)
SCALE: $\frac{3}{16}" = 1'-0"$

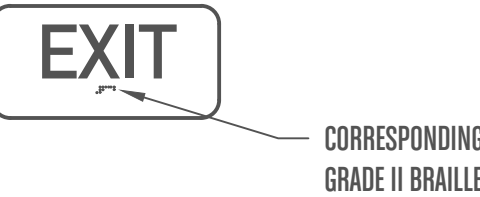


TACTILE EXIT SIGNS

TACTILE EXIT SIGN
PERMANENT SIGNAGE TO BE INSTALLED ON THE WALL ADJACENT TO THE LATCH SIDE OF THE DOOR AT +60" A.S.F. MOUNTED LOCATION MUST ALLOW A PERSON TO APPROACH WITHOUT ENCOUNTERING PROTRUDING OBJECTS OR STANDING WITHIN SWING PATH OF THE DOOR

LETTERS AND NUMBERS SHALL BE RAISED $\frac{3}{16}"$, UPPER CASE SANS SERIF TYPE AND SHALL BE ACCOMPANIED WITH GRADE II BRAILLE RAISED CHARACTERS. SHALL BE AT LEAST 1" HIGH, BUT NO HIGHER THAN 2".

LITERARY BRAILLE STANDARD DIMENSIONS
DOT DIAMETER - .055"
INTER-ROW SPACING - .055"
HORIZONTAL SEPARATION BETWEEN CELLS - 0.241"
VERTICAL SEPARATION BETWEEN CELLS - 0.395"



- EACH EXIT DOOR THAT LEADS TO A GRADE LEVEL EXTERIOR EXIT BY MEANS OF A STAIRWAY SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE FOLLOWING WORDS AS APPROPRIATE "EXIT STAIR DOWN"
- A TACTILE EXIT SIGN WITH THE WORDS "EXIT ROUTE" SHALL IDENTIFY EACH EXIT ACCESS DOOR FROM AN INTERIOR ROOM OR AREA TO A CORRIDOR OR HALLWAY THAT IS REQUIRED TO HAVE A VISUAL EXIT SIGN.

FLOOR PLAN LEGEND

- (E) BUILDING SHELL TO REMAIN.
- (E) PARTITION WALLS TO REMAIN.
- (N) 6" THICKNESS PREFABRICATED INSULATED PANEL WALLS. 12 H.
- (N) 4" THICKNESS PREFABRICATED INSULATED PANEL WALLS. 12 H.
- EXIT SIGN, BATTERY BACKED.
- EGRESS PATH OF TRAVEL
- COMMON PATH OF EGRESS
- ACCESSIBLE PATH OF TRAVEL

EXIT ANALYSIS KEYNOTES

- TACTILE EGRESS SIGN. SEE 8/A6.1

EXIT ANALYSIS NOTES

- PER 2022 CBC TABLE 1017.2, TRAVEL DISTANCE SHALL NOT EXCEED 200' TO AN EXIT DOOR.
- COMMON PATH OF EXIT TRAVEL SHALL NOT EXCEED 100' FOR 'B' AND 'F' OCCUPANCIES.
- PROVIDE MEANS OF EGRESS LIGHTING WITH EMERGENCY POWER SUPPLY. CBC 1008.3. SPECIFY 0.2 FOOT CANDLE DURING THE PERFORMANCE AND THAT THE ILLUMINATION IS AUTOMATICALLY LIT TO 1 FOOT CANDLE WHEN ACTIVATED. CBC 1008.2
- EXIT SIGNS TO BE PROVIDED WITH AUXILIARY POWER SOURCE OR BATTERY BACKUP.
- PROJECT ELECTRICAL PLANS SHALL INDICATE THAT THE MEANS OF EGRESS ILLUMINATION SHALL NOT BE LESS THAN 1 FOOT CANDLE AT THE WALKING SURFACE. CBC SECTION 1008.2.1

OCCUPANT LOAD CALCULATION

ROOM #	ROOM	TYPE	LOAD FACTOR	GROSS FLOOR AREA	OCCUPANCY LOAD
100	ENTRY	B	150	204	204 / 150 = 1.37
101	OFFICE	B	150	197	197 / 150 = 1.31
102	WOMEN'S RESTROOM	B	150	109	109 / 150 = 0.73
103	MEN'S RESTROOM	B	150	112	112 / 150 = 0.75
104	OPEN OFFICE	B	150	104	104 / 150 = 0.69
105	HALLWAY	F-1	100	199	199 / 100 = 1.99
106	STAIRS	F-1	100	148	148 / 100 = 1.48
107	SHIPPING	F-1	100	203	203 / 100 = 2.03
108	MOTHER-CLONE	F-1	100	3049	3049 / 100 = 30.49
109	VESTIBULE	F-1	100	52	52 / 100 = 0.52
200	TRIM	F-1	100	989	989 / 100 = 9.89
					TOTAL = 52

REQUIRED EXIT WIDTH

NUMBER OF OCCUPANTS	STAIR WIDTH REQ. (OCC X 0.3)	DOOR WIDTH (OCC. X 0.2) 2022 CBC SECTION 1005.3.2	STAIR WIDTH PROVIDED	NUMBER OF EXITS	DOOR WIDTH PROVIDED
52	15.6'	10.4'	40"	2	32"

FIRE SEPARATION ANALYSIS PER 2022 CBC TABLE 508.4

	EXISTING	ALTERATIONS
INTERIOR SUITE SEPARATION WALLS:	N/A	N/A
EXTERIOR WALLS:	1-HOUR	1-HOUR
PARTITION WALL WITHIN OCCUPANCIES:	NON-RATED	NON-RATED
DEMISING WALLS BETWEEN OCCUPANCIES:	1-HOUR	1-HOUR
EGRESS CORRIDORS:	N/A	N/A

OWNER:

STAR USA IMPORTS INC.
91050 TELEGRAPH ROAD
MONTEBELLO, CA 90640

PREPARED BY:



3404 Via Oporto, Ste. 201
Newport Beach, CA 92663
949.500.9416 www.intrepid-group.net

PROJECT:

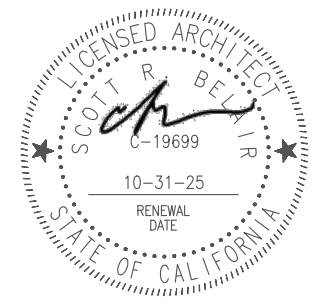
TENANT IMPROVEMENT OF

7109 TELEGRAPH RD.
MONTEBELLO, CA

CONSULTANT:

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STAMP:



JOB NUMBER:

XXXXX

DATE:

00.00.00

REVISIONS

A

SCHEMATIC

B

60% CD'S

D

BUILDING DEPT. SUBMITTAL

E

F

G

H

I

J

K

L

M

N

O

P

SHEET NAME:

EXIT ANALYSIS

SHEET NUMBER:

A1.4

(E) CEILING MOUNTED EXHAUST FAN, VENTED TO OUTSIDE. PER HEALTH DEPARTMENT REQUIREMENTS, EXHAUST FANS ARE TO BE LIGHT SWITCH ACTIVATED.

 NEW EXIST SIGN, BATTERY BACKED.

 CEILING HEIGHT

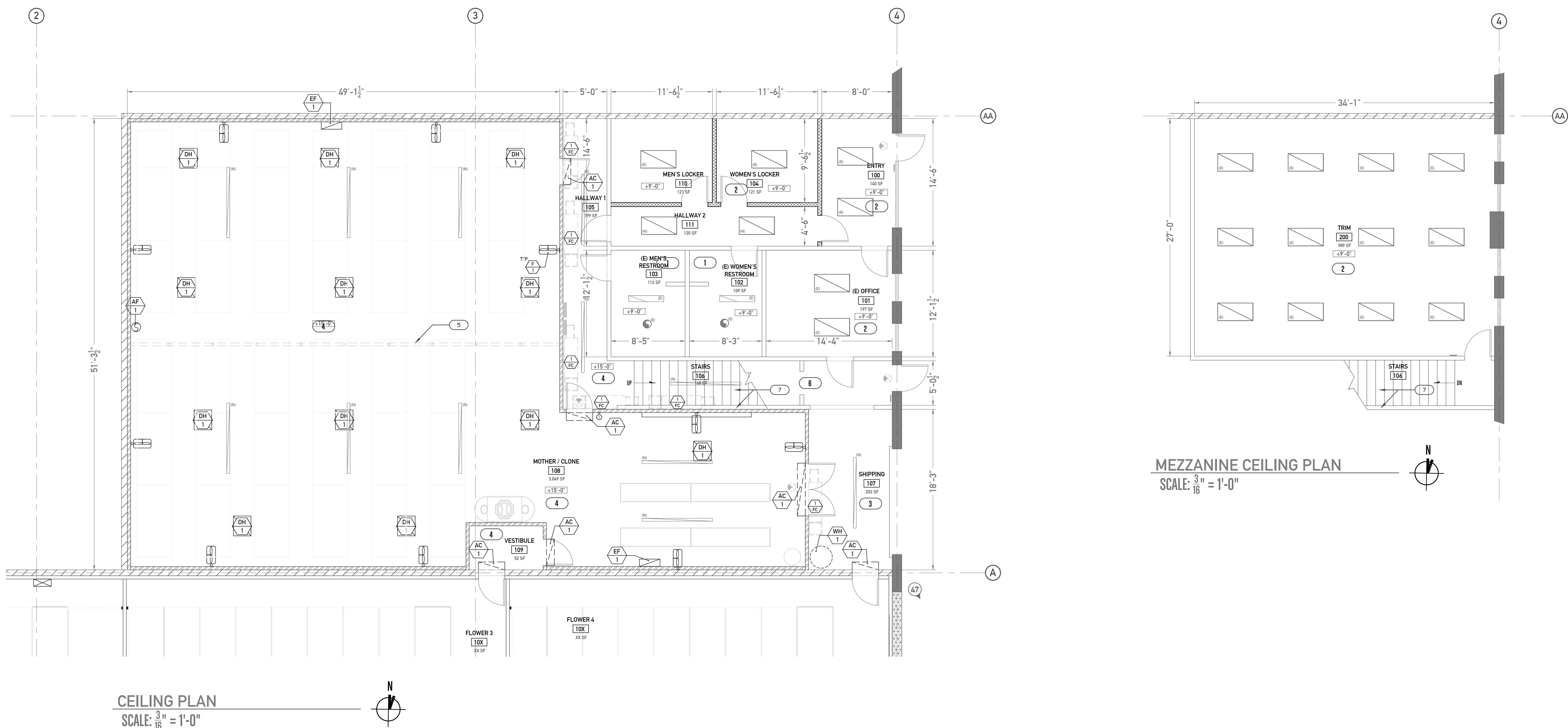
 PROCESS EQUIPMENT NUMBER. SEE SHEET A5.0 EQUIPMENT SCHEDULE.

 NEW INDUSTRIAL, 8FT. LED STRIP LIGHT FIXTURE, MFG. WAREHOUSE LIGHTING. MODEL, STLED. 65W OR 40W. SEE ELECTRICAL DRAWINGS.

 (E) CEILING MOUNTED FLUORESCENT LIGHT FIXTURE TO REMAIN.

 (E) 2X4 CEILING MOUNTED FLUORESCENT LIGHT FIXTURE TO REMAIN.

A2.0



MATERIAL KEY						
CODE	DESCRIPTION	MANUFACTURER	MODEL #	COLOR	FINISH TYPE	NOTES
1	(3) CONCRETE PANEL	-	-	(3) TAN	-	-
2	-	-	-	-	-	-
3	-	-	-	-	-	-
4	-	-	-	-	-	-

FINISH KEY						
CODE	DESCRIPTION	MANUFACTURER	MODEL #	COLOR	FINISH TYPE	NOTES
A	(3) PAINT	-	-	(3) TAN	-	-
B	-	-	-	-	-	-
C	-	-	-	-	-	-
D	-	-	-	-	-	-

ELEVATION KEYNOTES	
A	(3) PREMISES ENTRANCE TO REMAIN.
E	(3) ROLLUP DOOR TO REMAIN.
C	(3) FERRESS DOOR TO REMAIN.
D	(3) ADDRESS PLACARD . SIGNAGE UNDER SEPARATE APPLICATION AND PERMIT.
E	(3) LEASE LINE.

OWNER:
STAR USA IMPORTS INC.
91050 TELEGRAPH ROAD
MONTEBELLO, CA 90640

IG
INTREPID
GROUP

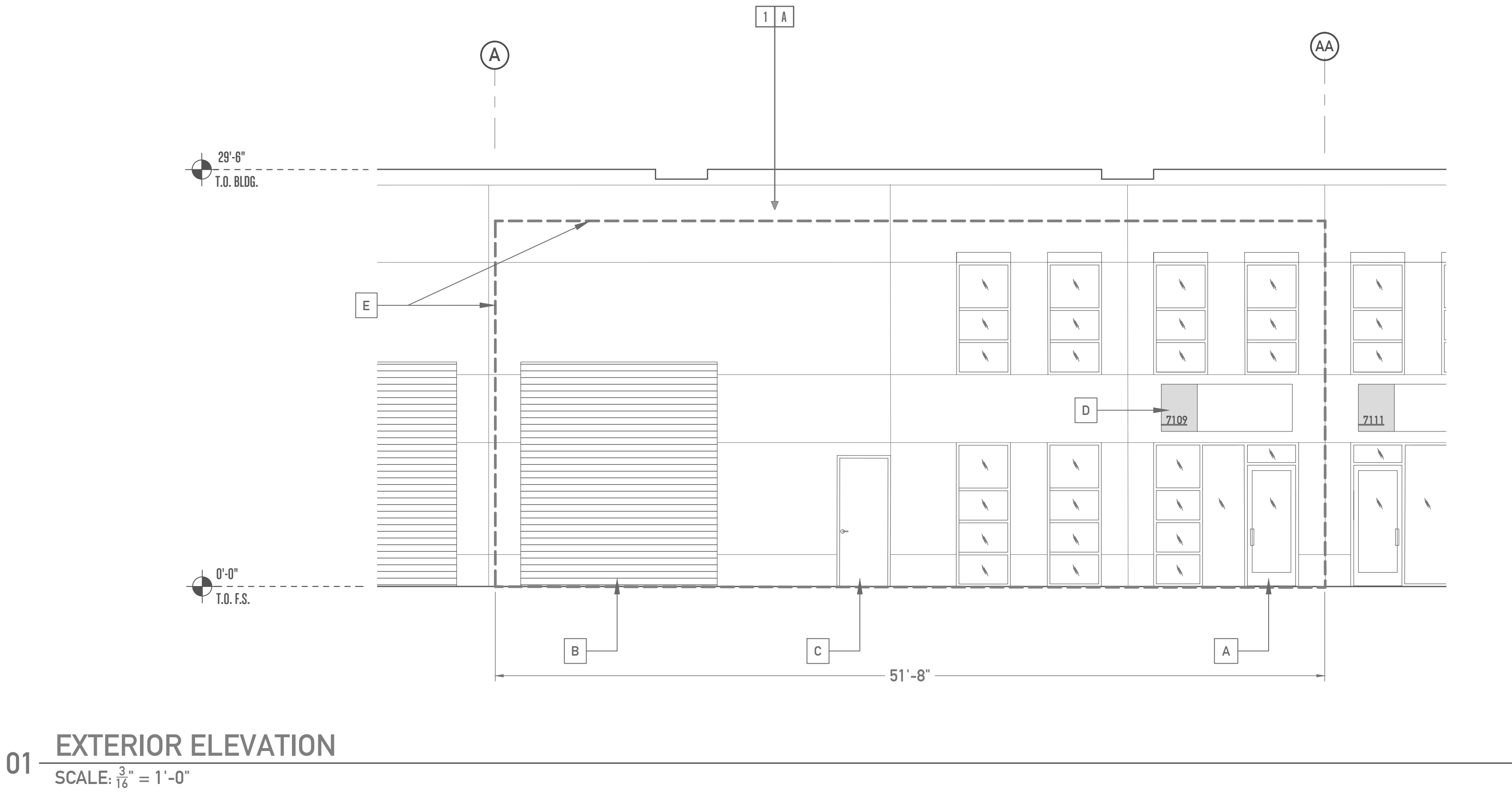
3404 Via Oporto, Ste. 201
Newport Beach, CA 92663
949.500.9416 www.intrepid-group.net

PREPARED BY:

PROJECT:

TENANT IMPROVEMENT OF

7109 TELEGRAPH RD.
MONTEBELLO, CA



EXTERIOR ELEVATION SHOWN FOR
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RAND KRUSE

STAMP:

JOB NUMBER:
XXXXX
DATE:
11.01.23

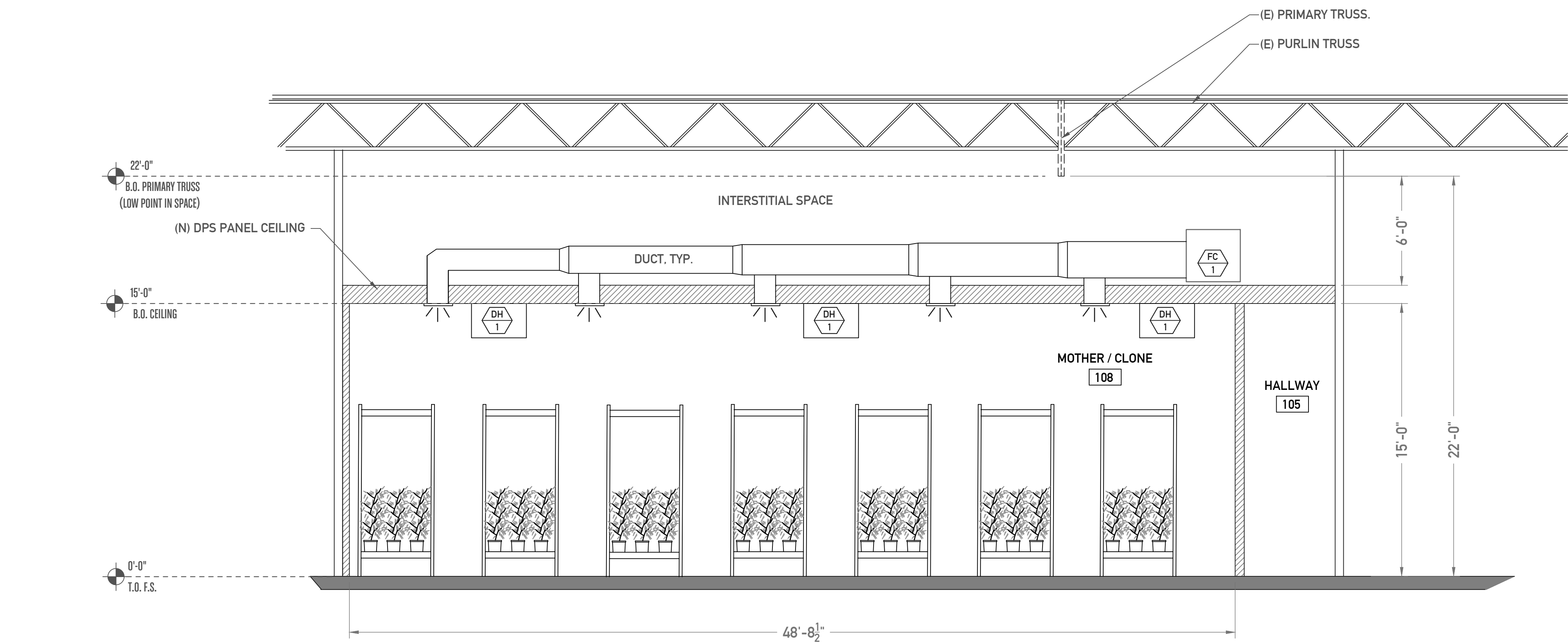
REVISIONS	
A	CONCEPTUAL
B	90% CD'S
C	USE PERMIT SUBMITTAL
D	BUILDING DEPT. SUBMITTAL

SHEET NAME:

EXTERIOR
ELEVATION

SHEET NUMBER:

A3.0



01 ROOM SECTION
SCALE: $\frac{1}{4}$ " = 1'-0"

NOTE: SECTION IS INTENDED TO PROVIDE A CONCEPTUAL REPRESENTATION OF THE SPACE. ENGINEER/CONTRACTOR TO DETERMINE FINAL DUCT DESIGN AND LOCATIONS.

OWNER:
STAR USA IMPORTS INC.
91050 TELEGRAPH ROAD
MONTEBELLO, CA 90640

PREPARED BY:



3419 Via Lido, Ste. 225
Newport Beach, CA 92663
949.500.9416 www.intrepid-group.net

PROJECT:

TENANT IMPROVEMENT OF
7109 TELEGRAPH RD.
MONTEBELLO, CA

CONSULTANT:

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	DATE: 11.01.23

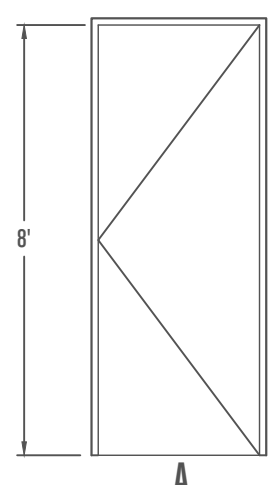
REVISIONS	
A	CONCEPTUAL
B	60% CD'S
D	BUILDING DEPT. SUBMITTAL

SHEET NAME:

SECTIONS

SHEET NUMBER:

A3.1

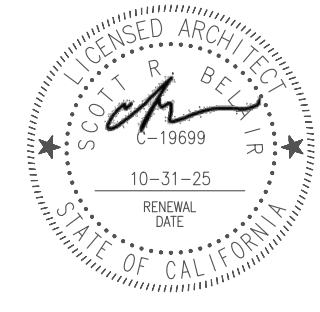
DOOR TYPES		DOOR SCHEDULE																						
	DOOR NO.	ROOM	DOOR								FRAME			HARDWARE GROUP	OPERATING HARDWARE	PRE-HUNG	GASKET	COMMENTS						
			TYPE	MFG	MODEL	WIDTH	HEIGHT	THICK	MATERIAL	FINISH	RATING	MATERIAL	FINISH						RATING					
DOOR NOTES 1. FURNISH AND INSTALL DPS FLOOR TRACK TO INSIDE OF DOOR OPENING (THREAT) AT ALL DOORS IN INSULATED PANELS TO INCREASE RIGIDITY. 2. EGRESS DOORS SHALL BE READILY OPENABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT. CBC 1008.1.5 3. CONTRACTOR TO CONSULT ARCHITECT ON KEYING AND SECURITY REQUIREMENTS.	008-01	ENTRY	A	EXISTING	STOREFRONT	3'-0"	8'-0"	1-3/4"	ALUMINUM	EXISTING	-	ALUMINUM	EXISTING	-	SET-4	-	-	-	PROVIDE SETUP FOR CARD-KEY ACCESS. A READILY VISIBLE SIGN SHALL BE POSTED ON THE EGRESS SIDE OF THE DOOR STATING: "THIS DOOR TO REMAIN UNLOCKED WHEN THIS SPACE IS OCCUPIED". THIS SIGN SHALL BE IN LETTERS 1" HIGH ON CONTRASTING BACKGROUND.					
	008-02	ENTRY	A	TRUDDOR	FLUSH DOOR	3'-0"	8'-0"	1-3/4"	HOLLOW STEEL	PAINT	-	STEEL	PAINT	-	SET-2	-	YES	YES	PROVIDE 8X32 LITE. PROVIDE SETUP FOR CARD-KEY ACCESS AND DOOR SWEEP					
	008-03	OFFICE	A	EXISTING	EXISTING	3'-0"	8'-0"	1-3/4"	EXISTING	PAINT	-	STEEL	PAINT	-	SET-2	-	-	-	PROVIDE SETUP FOR CARD-KEY ACCESS AND DOOR SWEEP					
	008-04	OFFICE	A	EXISTING	EXISTING	3'-0"	8'-0"	1-3/4"	EXISTING	PAINT	-	STEEL	PAINT	-	SET-2	-	-	-	PROVIDE SETUP FOR CARD-KEY ACCESS AND DOOR SWEEP					
	008-05	WOMEN'S REST.	A	EXISTING	EXISTING	3'-0"	8'-0"	1-3/4"	EXISTING	PAINT	-	STEEL	PAINT	-	SET-3	-	-	-	-					
	008-06	MEN'S REST.	A	EXISTING	EXISTING	3'-0"	8'-0"	1-3/4"	EXISTING	PAINT	-	STEEL	PAINT	-	SET-3	-	-	-	-					
	008-07	WOMEN'S LOCKER	A	TRUDDOR	FLUSH DOOR	3'-0"	8'-0"	1-3/4"	HOLLOW STEEL	PAINT	-	STEEL	PAINT	-	SET-2	-	YES	YES	PROVIDE SETUP FOR CARD-KEY ACCESS AND DOOR SWEEP					
	008-08	HALLWAY 1	A	TRUDDOR	FLUSH DOOR	3'-0"	8'-0"	1-3/4"	HOLLOW STEEL	PAINT	-	STEEL	PAINT	-	SET-2	-	YES	YES	PROVIDE 8X32 LITE. PROVIDE SETUP FOR CARD-KEY ACCESS AND DOOR SWEEP					
	008-09	SHIPPING	A	EXISTING	EXISTING	3'-0"	8'-0"	1-3/4"	EXISTING	PAINT	-	STEEL	PAINT	-	SET-2	-	-	YES	PROVIDE SETUP FOR CARD-KEY ACCESS AND DOOR SWEEP					
	008-10	SHIPPING	A	EXISTING	ROLL UP	12'-0"	12'-0"	-	EXISTING	PAINT	-	STEEL	PAINT	-	EXISTING	-	-	YES	-					
	008-11	MOTHER-CLONE	A	TRUDDOR	FLUSH DOOR	3'-0"	8'-0"	1-3/4"	HOLLOW STEEL	PAINT	-	STEEL	PAINT	-	SET-2	-	YES	YES	PROVIDE SETUP FOR CARD-KEY ACCESS AND DOOR SWEEP					
	008-12	MOTHER-CLONE	A	TRUDDOR	FLUSH DOOR	3'-0"	8'-0"	1-3/4"	HOLLOW STEEL	PAINT	-	STEEL	PAINT	-	SET-2	-	YES	YES	PROVIDE SETUP FOR CARD-KEY ACCESS AND DOOR SWEEP					
	008-13	MOTHER-CLONE	A	TRUDDOR	FLUSH DOOR	3'-0"	8'-0"	1-3/4"	HOLLOW STEEL	PAINT	-	STEEL	PAINT	-	SET-2	-	YES	YES	PROVIDE SETUP FOR CARD-KEY ACCESS AND DOOR SWEEP					
	008-14	MOTHER-CLONE	A	TRUDDOR	FLUSH DOOR	3'-0" PAIR	8'-0"	1-3/4"	HOLLOW STEEL	PAINT	-	STEEL	PAINT	-	SET-2	-	YES	YES	PROVIDE SETUP FOR CARD-KEY ACCESS AND DOOR SWEEP					
	008-15	MOTHER-CLONE	A	TRUDDOR	FLUSH DOOR	3'-0"	8'-0"	1-3/4"	HOLLOW STEEL	PAINT	-	STEEL	PAINT	-	SET-2	-	YES	YES	PROVIDE SETUP FOR CARD-KEY ACCESS AND DOOR SWEEP					
	008-16	VESTIBULE	A	TRUDDOR	FLUSH DOOR	3'-0"	8'-0"	1-3/4"	HOLLOW STEEL	PAINT	-	STEEL	PAINT	-	SET-1	-	YES	YES	PROVIDE SETUP FOR CARD-KEY ACCESS AND DOOR SWEEP					
	008-17	MEN'S LOCKER	A	TRUDDOR	FLUSH DOOR	3'-0"	8'-0"	1-3/4"	HOLLOW STEEL	PAINT	-	STEEL	PAINT	-	SET-2	-	YES	YES	PROVIDE SETUP FOR CARD-KEY ACCESS AND DOOR SWEEP					
008-18	TRIM ROOM	A	TRUDDOR	FLUSH DOOR	3'-0"	8'-0"	1-3/4"	HOLLOW STEEL	PAINT	-	STEEL	STEEL	-	SET-2	-	YES	YES	PROVIDE 8X32 RATED LITE. PROVIDE SETUP FOR CARD-KEY ACCESS AND DOOR SWEEP						
HARDWARE TYPES																								
SET-1 PANIC HARDWARE MFG. VON DUPRN, MODEL 33A / 35A SERIES. FINISH: BRUSHED CHROME. HINGE: 4-1/2" X 4-1/2" HANGER BB-1279 (STANLEY AND MCKINNEY ARE ACCEPTABLE ALTERNATES). BUTT HINGES: QUANTITY OF 3. STOPS: QUALITY US240. K301. FLOOR STOP FOR DOORS WITHOUT THRESHOLDS. CLOSER: LCN 6460P PARALLEL ARM DOOR CLOSER. TO ALLOW FOR 180 DEG. OPEN. FINISH TO MATCH LEVER. ELECTRIC STRIKE: CONTACT OWNER'S SECURITY VENDOR FOR SPECIFICATION.										SET-2 LOCKSET: HAGAR, TUBULAR LOCKSET, ACCESSIBLE LEVER, BRUSHED CHROME. HINGE: 4-1/2" X 4-1/2" HANGER BB-1279 (STANLEY AND MCKINNEY ARE ACCEPTABLE ALTERNATES). BUTT HINGES, QUANTITY OF 3. STOPS: QUALITY US240. K301. FLOOR STOP FOR DOORS WITHOUT THRESHOLDS. CLOSER: LCN 6460P PARALLEL ARM DOOR CLOSER. TO ALLOW FOR 180 DEG. OPEN. FINISH TO MATCH LEVER.					SET-3 INDICATING LOCKSET: VIZILOK, MODEL C1PK, ACCESSIBLE LEVER, BRUSHED CHROME. HINGE: 4-1/2" X 4-1/2" HANGER BB-1279 (STANLEY AND MCKINNEY ARE ACCEPTABLE ALTERNATES). BUTT HINGES, QUANTITY OF 3. STOPS: HAGARD 24MS, US224. FLOOR STOP WITH CATCH. CLOSER: LCN 6460P PARALLEL ARM DOOR CLOSER. TO ALLOW FOR 180 DEG. OPEN. FINISH TO MATCH LEVER.					SET-4 ACCESSIBLE PULLS: MFG. STANDARD HINGE: STANDARD PIVOT HINGE. LOCKS: FLOOR STRIKE TYPE: MFG. STANDARD. CLOSER: BOX CLOSER. MFG. STANDARD.				

CULTIVATION EQUIPMENT SCHEDULE																	
TAG	DESCRIPTION	MFG. / MODEL NO.	QTY.	ELECTRICAL					COMMENTS	PLUMBING / MECHANICAL							
				VOLTS	(000)	HP	KW	AMPS		PHASE	CONN.	WATER	HOT	COLD	WASTE	GAS	MBTU
AC-1	AIR CURTAIN	CURTIRON / AP-4-72-SS OR EQUAL	4	120	-	-	-	6.4	--	-	-	-	-	-	-	-	-
AF-1	AIR FILTER W/ FAN	12" MAX FAN WITH CAN FAN FILTER	1	120				489									SEE MECHANICAL DRAWINGS. CONSULT OWNER ON LOCATION
C-1	CONTROLLER: HVAC / HUMIDITY / CO2	TROLMASTER / HYDRO-X PRO	1	120	-	-	-	-	-	-	-	-	-	-	-	-	-
CO2A-1	CO2 MONITORING AND ALARM SYSTEM	TROLMASTER / CARBON-X	1	120	-	-	-	-	-	-	-	-	-	-	-	-	-
CU-1	5-TON HVAC CONDENSING UNIT	SEE MECHANICAL DRWGS.	1	-	-	-	-	-	-	-	-	-	-	-	-	-	SEE MECHANICAL DRAWINGS
DH-1	DEHUMIDIFIER	QUEST / Z25	12	230	-	-	-	5.3	-	-	-	-	-	-	-	-	-
EF-1	EXHAUST FAN	COOK	1	120	0.75	-	-	-	-	CO2 EXHAUST FAN.	-	-	-	-	-	-	INSTALL PER FIRE CODE SECTION 5307 & REGULATION 30. SEE MECHANICAL DRAWINGS.
F-1	WALL FAN	SCHAEFER	9	115 / 230	0.5	-	-	-	-	-	-	-	-	-	-	-	-
FCU-1	5-TON HVAC FAN COIL UNIT	SEE MECHANICAL DRWGS.	6	-	-	-	-	-	-	-	-	-	-	-	-	-	CONDENSATE TO BE RECYCLED. SEE MECHANICAL DRAWINGS.
FD-1	8"W TRENCH DRAIN	CAST-IN-PLACE. GRATE TO BE RATED FOR 310 PSF. ABT. INC OR EQUAL	1	-	-	-	-	-	-	-	-	YES	-	-	-	-	SEE PLUMBING DRAWINGS
FS-2	12" X 12" FLOOR SINK	ZURN	1	-	-	-	-	-	-	-	-	YES	-	-	-	-	SEE PLUMBING DRAWINGS
BL-2	MOTHER GROW LIGHT	FLUENCE / SPYDR 2x 47	75	-	-	-	-	348	-	-	-	-	-	-	-	-	-
BL-3	CLONE GROW LIGHT	CAST-IN-PLACE. GRATE TO BE RATED FOR 310 PSF. ABT. INC OR EQUAL	1	-	-	-	-	-	-	-	-	YES	-	-	-	-	SEE PLUMBING DRAWINGS
DR-1	MOTHER ROOM GROW RACK, FIXED SINGLE TIER	TBD	PER PLAN	-	-	-	-	-	-	NO ELECTRICAL REQUIREMENTS	-	-	-	-	-	-	14'-0" AFF OVERALL RACK HEIGHT. 12'-4" AFF MAX PLANT HEIGHT.
DR-2	CLONE ROOM GROW RACK, FIXED 3-TIER	TBD	PER PLAN	-	-	-	-	-	-	NO ELECTRICAL REQUIREMENTS	-	-	-	-	-	-	4'-0" AFF OVERALL RACK HEIGHT. 6'-0" AFF MAX PLANT HEIGHT.
HS-1	HAND SINK W/SOAP AND TOWEL DISPENSERS	ELECTRONIC SENSOR FAUCET / KROWNE / HS-13	2	-	-	-	-	-	-	NO ELECTRICAL REQUIREMENTS	YES	YES	YES	-	-	-	SEE PLUMBING DRAWINGS.
MS-1	MOP SINK	KROWNE / MS-2424	1	-	-	-	-	-	-	NO ELECTRICAL REQUIREMENTS	YES	YES	YES	-	-	-	PROVIDE BACKFLOW PREVENTION DEVICE. MOP RACK AND CHEMICAL SHELF.
OSR-1	ODOR SCRUBBER	12" UVONAIR OZONE IN-DUCT ODOR ELIMINATOR	5	120	-	-	-	489	-	SEE ELECTRICAL DRAWINGS	-	-	-	-	-	-	TO BE INSTALLED IN DUCT UP STREAM OF THE CO2 EXHAUST FAN.
T-1	WATER TANK, 650 GAL.	CHEM-TAINER	1	-	-	-	-	-	-	NO ELECTRICAL REQUIREMENTS	-	-	-	-	-	-	TANK TO BE CONNECTED TO EXISTING FURTIIGATION SYSTEM
T-2	WATER TANK, 95 GAL.	CHEM-TAINER	1	-	-	-	-	-	-	NO ELECTRICAL REQUIREMENTS	-	-	-	-	-	-	TANK TO BE CONNECTED TO EXISTING FURTIIGATION SYSTEM
3C-1	3 COMPARTMENT SINK	ADVANCE TABCO / 18" X 24" BOWL SIZE	1	-	-	-	-	-	-	NO ELECTRICAL REQUIREMENTS	YES	YES	YES	-	-	-	-
WH-1	TANK STYLE WATER HEATER (ELECTRIC)	PLUMBING ENGINEER TO SPECIFY	2	-	-	-	-	-	-	SEE PLUMBING DRAWINGS	-	-	-	-	-	-	-

FINISH SCHEDULE																	
ROOM #	SPACE	FLOOR	WALL BASE	WALLS								CEILING		MILLWORK		DOORS AND JAMBS	COMMENTS
				NORTH		EAST		SOUTH		WEST							
				ROOM NAME	MATERIAL	MATERIAL	MAT.	FIN.	MAT.	FIN.	MAT.	FIN.	MAT.	FIN.	MAT.		
100	ENTRY	F-1	WB-3	GYP.BD	PT-1	GYP.BD	PT-1	GYP.BD	PT-1	GYP.BD	PT-1	CT-1	INTEGRAL	-	-	PT-1	-
101	OFFICE	F-1	WB-3	GYP.BD	PT-1	GYP.BD	PT-1	GYP.BD	PT-1	GYP.BD	PT-1	CT-1	INTEGRAL	-	-	PT-1	-
102	WOMEN S	F-1	WB-3	GYP.BD	M-1 / PT-1	GYP.BD	M-1 / PT-1	GYP.BD	PT-1	GYP.BD	PT-1	PT-1	INTEGRAL	-	-	PT-1	INSTALL M-1 (FRP) TO 48"H WITH GLOSS PAINT (PT-1) ABOVE.
103	MEN S	F-1	WB-3	GYP.BD	PT-1	GYP.BD	PT-1	GYP.BD	PT-1	GYP.BD	PT-1	PT-1	INTEGRAL	-	-	PT-1	INSTALL M-1 (FRP) TO 48"H WITH GLOSS PAINT (PT-1) ABOVE.
104	WOMEN S LOCKER	F-1	WB-3	GYP.BD	M-1 / PT-1	GYP.BD	M-1 / PT-1	GYP.BD	PT-1	GYP.BD	PT-1	CT-1	INTEGRAL	-	-	PT-1	INSTALL M-1 (FRP) TO 48"H WITH GLOSS PAINT (PT-1) ABOVE.
106	HALLWAY 1	F-1	WB-3	GYP.BD	PT-1	GYP.BD	PT-1	M-2	PT-3	M-2	PT-3	M-2	PT-3	-	-	PT-1	-
104	STAIRS	F-3	F-3	GYP.BD	PT-1	GYP.BD	PT-1	GYP.BD	PT-1	GYP.BD	PT-1	M-2	PT-3	-	-	PF-002	-
107	SHIPPING	F-1	WB-3	GYP.BD	PT-1	GYP.BD	PT-1	GYP.BD	PT-1	M-2	PT-3	M-2	PT-3	-	-	PF-002	-
108	MOTHER / CLONE	F-1	WB-1	M-2	PT-3	M-2	PT-3	M-2	PT-3	M-2	PT-3	M-2	PT-3	-	-	PT-1	-
109	VESTIBULE	F-1	WB-1	M-2	PT-3	M-2	PT-3	M-2	PT-3	M-2	PT-3	M-2	PT-3	-	-	PT-1	-
110	MEN S LOCKER	F-1	WB-3	GYP.BD	M-1 / PT-1	GYP.BD	M-1 / PT-1	GYP.BD	PT-1	GYP.BD	PT-1	CT-1	INTEGRAL	-	-	PT-1	INSTALL M-1 (FRP) TO 48"H WITH GLOSS PAINT (PT-1) ABOVE.
111	HALLWAY 2	F-1	WB-3	GYP.BD	PT-1	GYP.BD	PT-1	GYP.BD	PT-1	GYP.BD	PT-1	CT-1	INTEGRAL	-	-	PT-1	-
200	TRIM ROOM	F-2	WB-2	GYP.BD	PT-1	GYP.BD	PT-1	GYP.BD	PT-1	GYP.BD	PT-1	CT-1	INTEGRAL	-	-	PT-1	-

FINISH LEGEND					
CODE	DESCRIPTION	MANUFACTURER	MODEL #	COLOR	FINISH TYPE
CT-1	2x4 GRID CEILING TILE	ARMSTRONG OR EQUAL	-	USDA WHITE	SEMI GLOSS
F-1	SEALED CONCRETE	BONE DRY PRODUCTS, INC.	BONE DRY PLUS	COLORLESS	-
F-2	EPOXY FLOOR SYSTEM WITH INTEGRATED 6" H INTEGRATED 3/4" COVE BASE	THERMAL CHEM OR EQUAL	ARMOR BOND W/ ARMOR FINISH CLEAR TOP COAT.	C-GRAY	SMOOTH / ADD GRIT AT STAIRS.
F-3	STAIR TREAD AND RISER	ARMSTRONG	RAISED CIRCLE	GRAPHITE GRAY	STAIR TREADS SHALL COMPLY WITH CBC SECTION 11B-004. CONTRASTING STRIPING TO BE FACTORY ORDERED. SEE 29A.6.2
M-1	FIBERGLASS REINFORCED PANEL (FRP)	KIMLITE OR EQUAL	-	WHITE	SMOOTH
PT-1	INSULATED FREEZER PANEL	DPS	-	-	-
PF-1	PAINT	DUNN-EDWARDS EPOXY	DEW 340	WHISPER WHITE	GLOSS EPOXY
PF-2	PAINT	DUNN-EDWARDS EPOXY	DEW 340	WHISPER WHITE	LOW SHEEN
PF-3	FACTORY APPLIED EPOXY	DPS	-	USDA WHITE	SEMI GLOSS
WB-1	6" X 3/8" RADIUS CONTINUOUS COVE BASE. SLIM FOOT TYPE.	DPS	6" H COVE BASE INCLUDED WITH DPS PANEL ORDER.	-	-
WB-2	6" H, 1/2" RADIUS CONTINUOUS COVE BASE	THERMAL CHEM OR EQUAL	-	-	-
WB-3	COVERED RUBBER WALL BASE	-	-	-	-

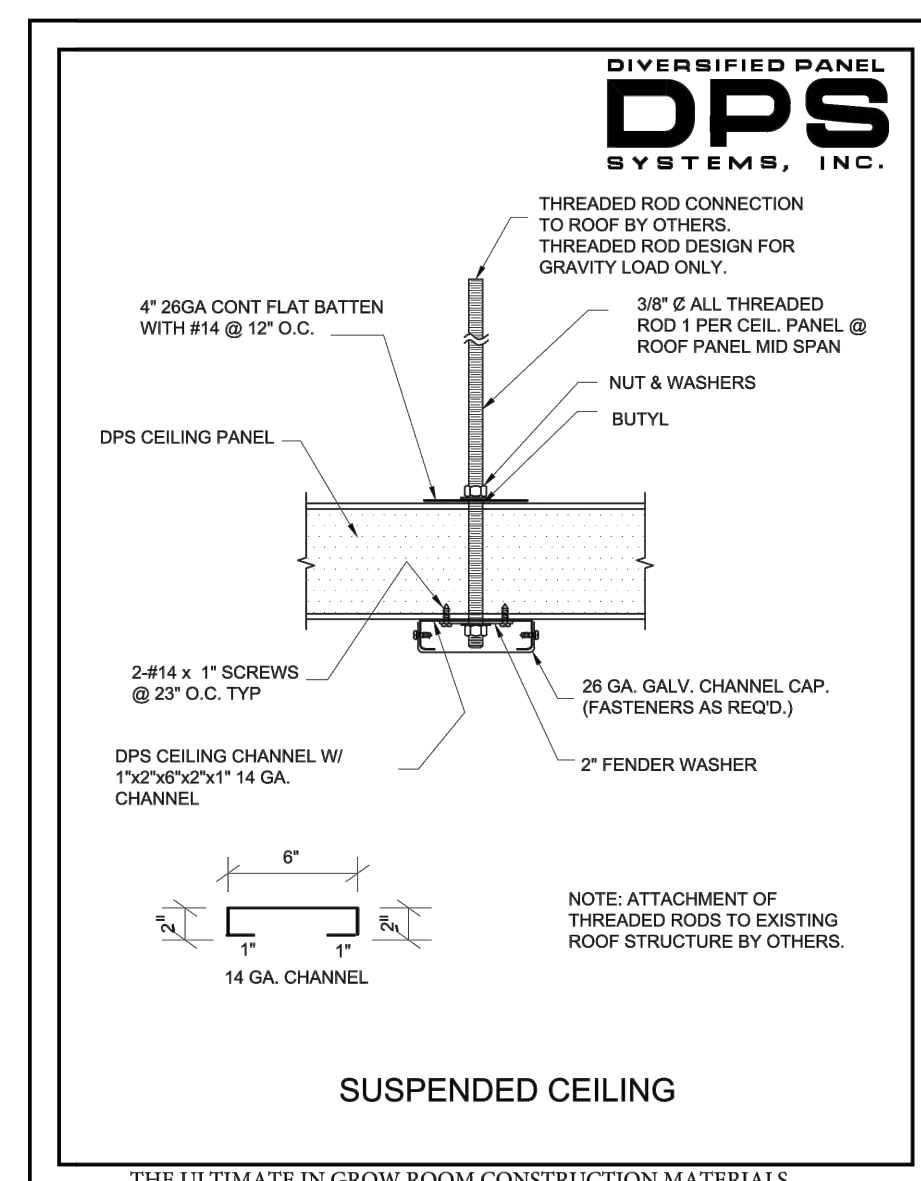
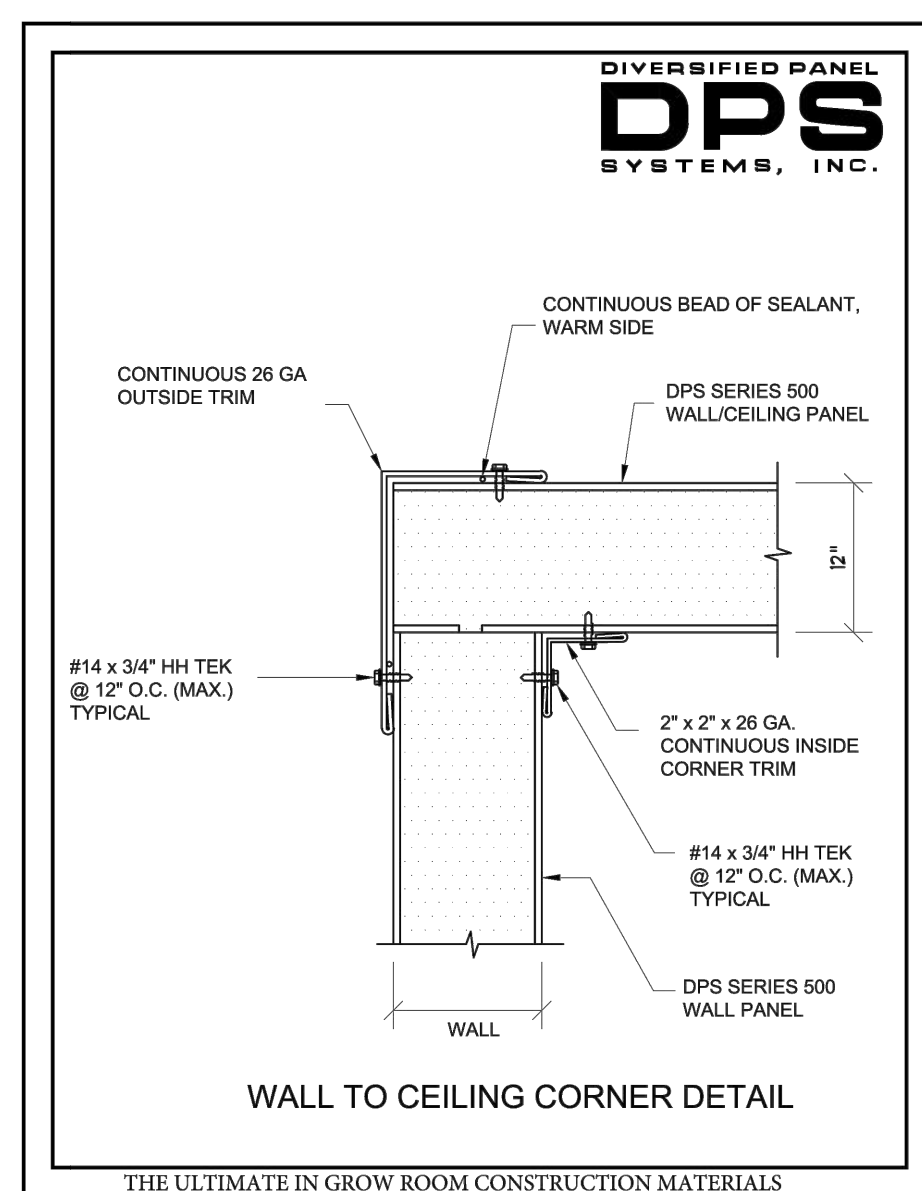
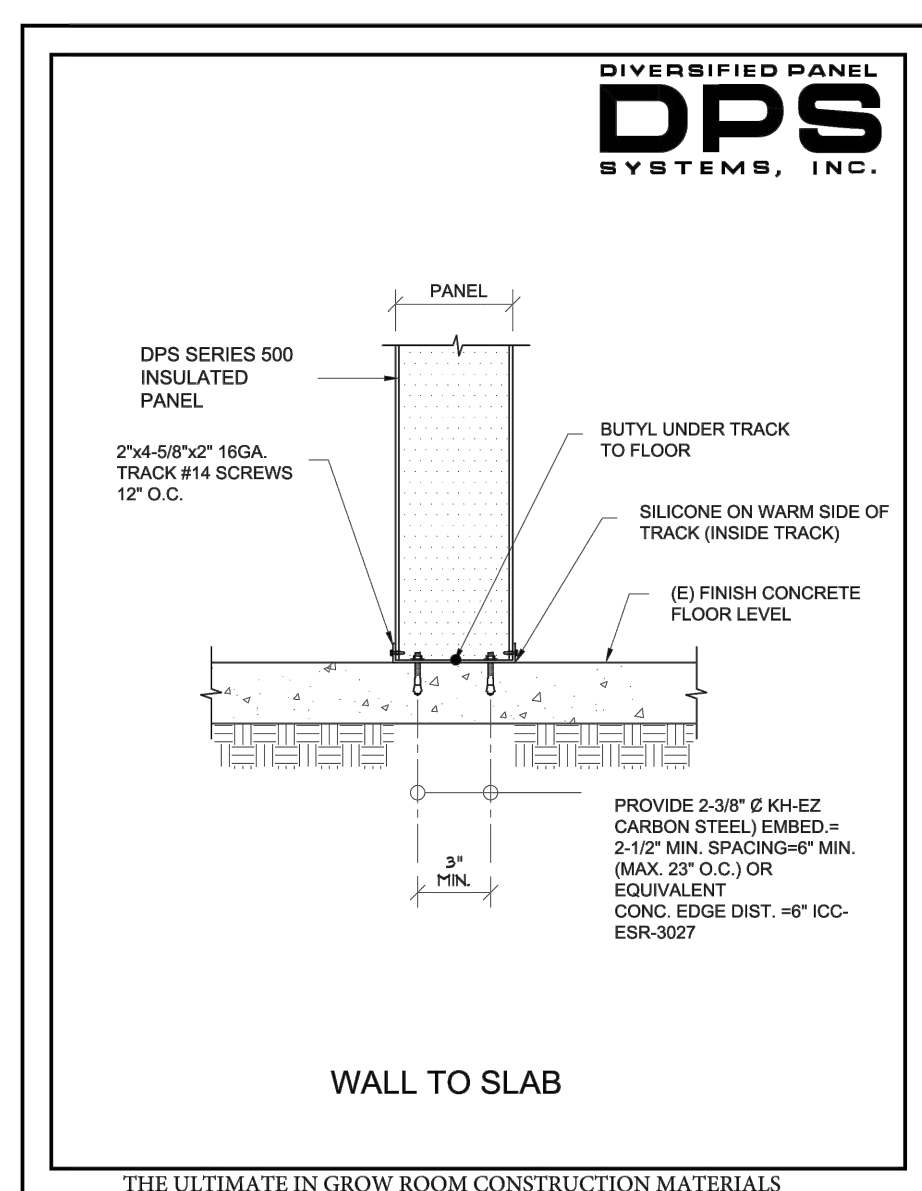
STAMP:



JOB NUMBER:
XXXXX
DATE:
11.01.23

REVISIONS	
A	CONCEPTUAL
B	60% CD'S
D	BUILDING DEPT. SUBMITTAL

SHEET NAME:



THIS SHEET FOR REFERENCE ONLY. SEE STRUCTURAL DRAWINGS FOR CONNECTIONS DETAILS

DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN
CONSTITUTE ORIGINAL AND UNPUBLISHED WORK OF PD&C, INC.
dba RAND KRUSE AND MAY NOT BE DUPLICATED, USED OR
DISCLOSED WITHOUT WRITTEN CONSENT OF PD&C, INC. dba
RAND KRUSE

JOB NUMBER
XXXXX

DATE:
11.01.23

REVISIONS

CONCEPTUAL

60% CD'S

BUILDING DEPT. SUBMITTAL

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 Δ $\wedge$
$$\frac{\Delta}{\Delta}$$
$$\frac{\triangle}{\triangle}$$

SHEET NAME

DETAILS

SHEET NUMBER: _____

A6.1



[illegible]

JOB:		PANEL VOLTAGE: 240V/120V PHASE 1: 240V, 3Ø, 4W BUSBAR RATING: 125A MAIN TYPE: 100 LCB NCR RATING: 150AAC									
7107 TELEGRAPH											
ISSUE DATE: 02-02-24		(N) "DH"									
CIRCUIT		CIRCUIT		CIRCUIT		CIRCUIT		CIRCUIT		CIRCUIT	
NO	CODE	INSP	POU	DESCRIPTION	MISC	REC	LITE	VA	A	B	C
1	2	20	2	DH-1	1300	2540	---	1300	---	2540	---
3	2	-	-	-	1300	---	---	1300	---	---	---
7	2	-	-	DH-2	1300	---	---	1300	---	2540	---
7	2	-	-	-	1300	2540	---	1300	---	---	---
8	2	20	2	DH-3	1300	---	---	1300	---	2540	---
11	2	-	-	-	1300	---	---	1300	---	---	---
11	2	-	-	-	1300	---	---	1300	---	2540	---
13	2	20	2	DH-4	1300	2540	---	1300	---	---	---
15	2	-	-	-	1300	---	---	1300	---	2540	---
17	2	20	2	DH-5	1300	---	---	1300	---	2540	---
19	2	-	-	-	1300	2540	---	1300	---	---	---
21	2	-	-	DH-6	1300	---	---	1300	---	2540	---
23	2	-	-	-	1300	---	---	1300	---	---	---
26	-	-	-	SPACE	---	0	---	---	---	---	---
27	-	-	-	SPACE	---	0	---	---	---	---	---
28	-	-	-	SPACE	---	0	---	---	---	---	---
30	-	-	-	SPACE	---	0	---	---	---	---	---
TOTAL 10800								10800	10800	CONNECTED VA	
NOTES								CONN KVA (CONT-1)		31.7	31.7
CKT CODE 1=CONTINUOUS								CONN KVA (N-CONT=2)		31.7	31.7
2=NON CONTINUOUS								CONN KVA (RECEP-3)		0.0	0.0
3=(RECEPTABLES)								CONN KVA (ITCH-CH-4)		0.0	0.0
4=(KIT CHENI)								DEMAND VA		31.7	31.7
								DEMAND AMPs		75.2	75.2

PANEL SCHEDULES

3

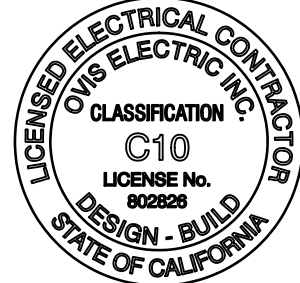
PANEL SCHEDULES

Page 83 of 24



DESIGN AND BUILD BY:
OVIS ELECTRIC INC
CA LICENSE NO: 802826 C-10
1117 N. FOUNTAIN WAY
ANAHEIM, CA 92806

STAMP & SIGNATURE:



Ovidiu Ionescu

DATE: 2/2/2024

PREPARED BY: Ovidiu Ij

Written dimensions on these drawings shall have precedence over scaled dimensions. Drawings shall not be scaled. Contractors shall verify, and be responsible for, all dimensions and conditions shown by these drawings. Any discrepancy between field dimensions and dimensions herein shall be reported to the Designer prior to commencing work.

DATE	ISSUE

PROJECT:
TENANT IMPROVEMENT
7109 Telegraph Rd
Montebello, CA

CLIENT:	-

DRAWING TITLE:

POWER PLAN

SHEET :

E 3.0

EQUIPMENT DEMO PLAN

SCALE: NTS

1
3.0

GENERAL NOTES

PROVIDE WEATHER PROOF BOX, WEATHER RESISTANT, GFCI RECEPTACLE OUTLET. THE OUTLET BOX SHALL BE LISTED AND SHALL BE IDENTIFIED AS "EXTRA DUTY".
COORDINATE WITH MECHANICAL/PLUMBING TRADE FOR EXACT LOCATION AND REQUIREMENTS PRIOR TO START OF WORK.
THE MECHANICAL/ELECTRICAL CONTRACTOR SHALL PROVIDE SUPPORT FOR ALL EQUIPMENT TO COMPLY WITH THE SEISMIC REQUIREMENTS OF THE UNIFORM BUILDING CODE AND ALL LOCAL ORDINANCES.
ALL WORK EXPOSED TO WEATHER SHALL BE WEATHERPROOF TYPE, IN NEMA 3R ENCLOSURE.
CONTRACTOR TO VERIFY SITE CONDITION AND FINALIZED EXACT LOCATION OF THE ELECTRICAL EQUIPMENTS ON SITE. COORDINATE WITH THE ARCHITECT/CLIENT REPRESENTATIVE PRIOR TO START OF WORK.
ALL RECEPTACLES 120V, 15/20A IN INDOOR WET AND DAMP LOCATION SHALL BE GFCI TYPE.
NO HAZARDOUS LOCATION IDENTIFIED IN THIS PROJECT.

SPECIFIC NOTES

- ◇ PROVIDE WEATHER PROOF BOX, WEATHER RESISTANT, GFCI RECEPTACLE OUTLET. THE OUTLET BOX SHALL BE LISTED AND SHALL BE IDENTIFIED AS "EXTRA DUTY".
- ◇ COORDINATE WITH MECHANICAL/PLUMBING TRADE FOR EXACT LOCATION AND REQUIREMENTS PRIOR TO START OF WORK.
- ◇ INSTALL INTERCEPT PULL BOX SIZED PER NEC REQUIREMENTS TO EXTEND PANEL "W" FEEDERS TO NEW LOCATION
- ◇ EXISTING PANELS LOCATION: REMOVE & RELOCATE AS SHOWN
- ◇ EXISTING 45KVA TRANSF.: REMOVE AND RELOCATE AS SHOWN
- ◇ SBR-1 OZONE GENERATOR TO BE INSTALLED ABOVE CEILING IN LINE WITH THE EXHAUST FAN DUCTING. PROVIDE 24H POWER CONNECTION
- ◇ (N) 75KVA TRANSF. INSTALLED ON THE FLOOR
- ◇ (N) 45KVA TRANSF. SUSPENDED ON THE WALL ABOVE PANEL
- ◇ 2-1/2" CO & FEEDER CABLES PER SLD
- ◇ PROVIDE 120V RECEPT. MOUNTED @ 14"6" FOR WALL FAN, RECEPTACLE TO BE CONTROLLED BY TROLMASTER SYSTEM

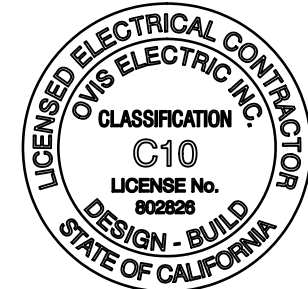
SYMBOL LEGEND

SYMBOL	DESCRIPTION
⊕	120V, 20A DUPLEX RECEPT.
⊕	120V, 20A QUAD RECEPT.
⊕	120V, 20A GFCI RECEPT.
⊕	120V, 20A QUAD GFCI RECEPT.
⊕	J-BOX FOR FINAL CONNECTION OF EQUIPMENT
⊕	SPECIAL NEMA RECEPT. PER EQUIPMENT SPECS
▽	PHONE/DATA
\$	LIGHT SWITCH: "letter" DENOTES SWITCH LEG DESIGNATION, "number" DENOTES 3WAY OR 4WAY APPLICATION
D	DIMMER SWITCH: "letter" DENOTES DIMMING ZONE DESIGNATION, "number" DENOTES 3WAY OR 4WAY APPLICATION
OC	OCCUPANCY/VACANCY SENSOR, TURN OFF LIGHT AFTER 20 MIN VACANCY
OC	CEILING MOUNT OCCUPANCY/VACANCY SENSOR
OC	DAYLIGHT SENSOR
\$m	MOTOR RATED SERVICE DISCONNECT
\$2H	2HR OVERRIDE TIME SWITCH FOR AFTER HOURS OPERATIONS
PA	POWER & DATA COMBO FLOOR QUAD RECEPT.
SD	SERVICE DISCONNECT, SEE SIZE PER PLAN AND NOTES



DESIGN AND BUILD BY:
OVIS ELECTRIC INC
CA LICENSE NO: 802826 C-10
1117 N. FOUNTAIN WAY
ANAHEIM, CA 92806

STAMP & SIGNATURE:



Jay Ovidiu
DATE: 2/2/2024

PREPARED BY: Ovidiu Jij

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DATE	△	ISSUE

PROJECT:
TENANT IMPROVEMENT
7109 Telegraph Rd
Montebello, CA

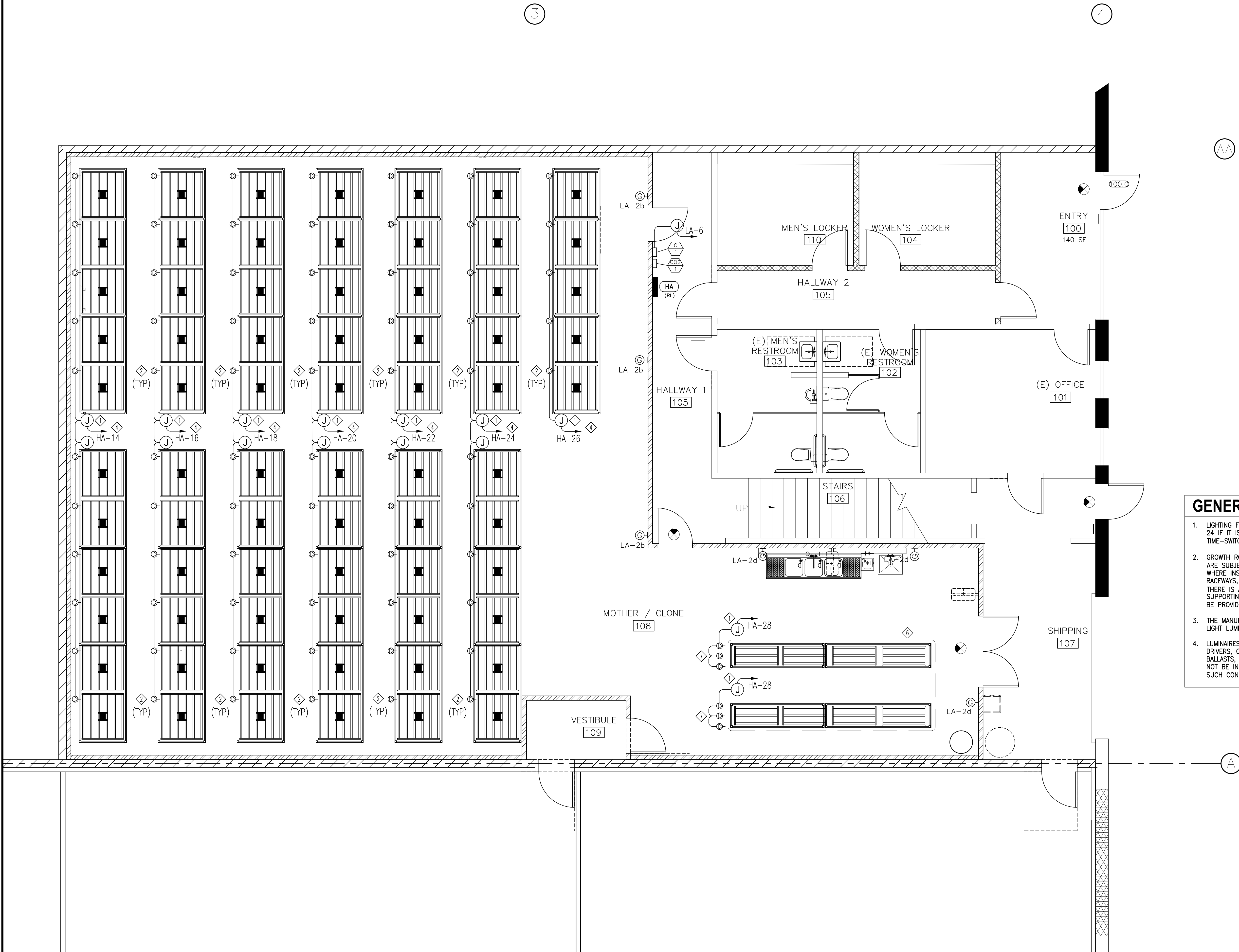
CLIENT :	-
	1/4" = 1'-0"

DRAWING TITLE:

GROW LIGHTING PLAN

SHEET :

E 4.0

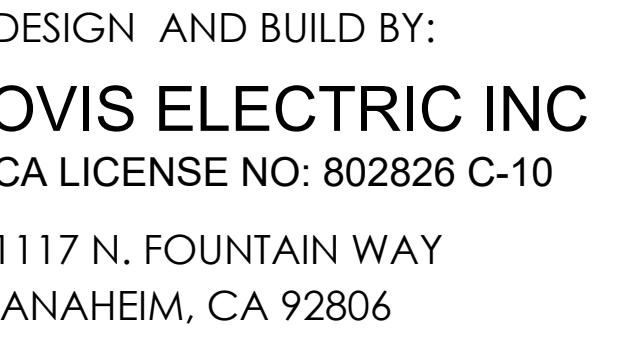


SPECIFIC NOTES

- CEILING MOUNT J-BOX MOUNTED @ EACH ROW, PROVIDE CONDUIT DROP DOWN TO RACK ASSEMBLY AND INTERCONNECT EACH SPECIALTY RECEPTACLE
- PROVIDE SPECIALTY RECEPTACLE NEMA L7-15P, 277V ABOVE EACH GROW LIGHT FOR CONNECTION OF MANUFACTURE PROVIDED MATCHING CORD
- TROLMASTER/HYDRO-X-PRO, GROW LIGHT CONTROLLER
- ROUTE AND INTERCONNECT LIGHT HOMERUN BRANCH CIRCUITRY THROUGH TROLMASTER LIGHTING CONTROLLER.
- TIME CLOCK AND LIGHTING CONTACTOR CABINET: PROVIDE INTERLOCK WIRING FROM OVERRIDE SWITCH TO TIME CLOCK CONTROLLER. VERIFY AND COORDINATE EXACT LOCATION WITH OWNER/ARCHITECT.
- 3 TIER RACK, ATTACH GROW LIGHT TO RACK ASSEMBLY WITH MANUFACTURE PROVIDED HANGING KITS, INTERCONNECT EACH FIXTURE ON THE SAME TIER WITH MANUFACTURE PROVIDED CORDS TO ONE POWER SUPPLY FOR EACH TIER
- PROVIDE 20A, 277V MATCHING NEMA RECEPTACLE AT EACH TIER TO CONNECT POWER SUPPLY.

GENERAL NOTES

- LIGHTING FOR PLANT GROWTH OR MAINTENANCE IS EXEMPT FROM TITLE 24 IF IT IS CONTROLLED BY A MULTI-LEVEL ASTRONOMICAL TIME-SWITCH CONTROL THAT COMPLIES WITH STANDARDS 110.9(b).
- GROWTH ROOMS WILL BE CONSIDERED DAMP/WET LOCATIONS AS THEY ARE SUBJECTED TO WASH DOWN AND HUMIDITY. THE WIRING SYSTEM, WHERE INSTALLED EXPOSED, INCLUDING ALL BOXES, FITTINGS, RACEWAYS, AND CABLE USED THEREWITH, SHALL BE MOUNTED SO THAT THERE IS AT LEAST 1/4 INCHES AIRSPACE BETWEEN IT AND THE WALL OR SUPPORTING SURFACE. A TYPICAL MOUNTING ELEVATION DIAGRAM SHALL BE PROVIDED. (CEC 300.6(D))
- THE MANUFACTURE ELECTRICAL SPECIFICATION SHEETS OF THE GROW LIGHT LUMINAIRE SHALL BE PROVIDED.
- LUMINAIRES THAT HAVE EXPOSED BALLASTS, TRANSFORMERS, LED DRIVERS, OR POWER SUPPLIES SHALL BE INSTALLED SUCH THAT BALLASTS, TRANSFORMERS, LED DRIVERS, OR POWER SUPPLIES SHALL NOT BE IN CONTACT WITH COMBUSTIBLE MATERIAL UNLESS LISTED FOR SUCH CONDITION. (CEC 410.136(A))
- FLEXIBLE CORDS (EXTENSION CORDS) ARE NOT TO BE USED AS A SUBSTITUTE FOR FIXED WIRING NOR RUN THROUGH HOLES OR CONCEALED IN WALLS, STRUCTURAL CEILINGS, SUSPENDED CEILINGS, DROPPED CEILING OR FLOORS; RUN THROUGH DOORWAYS, WINDOWS OR SIMILAR OPENINGS; ATTACHED TO BUILDING SURFACES (CEC 400.8)
- GROW LIGHTS MUST BE INSTALLED PER MANUFACTURE INSTRUCTIONS AND WIRED PER CEC 410.
- ALL GROWTH LIGHTING LUMINAIRES INSTALLED IN WET LOCATIONS SHALL BE MARKED, "SUITABLE FOR WET LOCATIONS". ALL LUMINAIRES INSTALLED IN DAMP LOCATIONS SHALL MARKED "SUITABLE FOR WET LOCATIONS" OR "SUITABLE FOR DAMP LOCATIONS" (410.10(A))



DATE: 2/2/2024

Written dimensions on these drawings shall have precedence over scaled dimensions. Drawings shall not be scaled. Contractors shall verify, and be responsible for, all dimensions and conditions shown by these drawings. Any discrepancy between field dimensions and dimensions herein shall be reported to the Designer prior to commencing work.

[illegible]

**TENANT
IMPROVEMENT**
7109 Telegraph Rd
Montebello, CA

	$1/4" = 1'-0"$

ROOF POWER PLAN

E 5.0

- 1 EXISTING 30A 50/55F-3P 600 VOLT RATED FUSED DISCONNECT SWITCH IN NEMA 3R ENCLOSURE.
- 2 60AS, 40AF-2P 240 VOLT RATED FUSED DISCONNECT SWITCH IN NEMA 3R ENCLOSURE. USE: 3/4" 2#8 CU. + #10 GRD.
- 3 PROVIDE 3/4" C.O. FOR CONTROL WIRING. COORDINATE WITH MECHANICAL TRADE CONTROL WIRING BY OTHERS.
- 4 30A MOTOR RATED, 3# 480 VOLT RATED NON-FUSED DISCONNECT SWITCH IN NEMA 3R ENCLOSURE. USE: 1/2" 3#12 CU. THWVN + 1#12 CU. GRND.
- 5 ROUTE WIRING THROUGH VFD PROVIDED BY MECHANICAL CONTRACTOR INTERLOCK WITH CO2 ALARM SYSTEM PER CO2 DETECTION PLANS
- 6 PROVIDE WEATHER PROOF BOX, WEATHER RESISTANT , GFCI RECEPTACLE OUTLET. THE OUTLET BOX SHALL BE U.L. LISTED AND SHALL BE IDENTIFIED AS "EXTRA DUTY."



- | | | | |
|---|---|--|--|
| 1. ALL JUNCTION BOXES SHALL BE SIZED PER NEC TABLE 314-16(A). | 6. FOR EQUIPMENT REQUIRING SPECIAL RECEPTACLE, PROVIDE RECEPTACLE WITH NEMA CONFIGURATION TO MATCH EQUIPMENT PLUG. VERIFY WITH EQUIPMENT MANUFACTURER. | CONTRACTOR'S WORK AND NOT COVERED ON THIS PLAN, PROVIDE CONDUIT AND CONTROL WIRING (IF LOW VOLTAGE, PROVIDE CONTROL TRANSFORMER) AS REQUIRED. | 16. PROVIDE SEPARATE NEUTRAL TO HOMERUN CIRCUIT FEEDING SEPARATE/DEDICATED RECEPTACLE. |
| 2. ALL PENETRATIONS INTO FIRE RATED WALL AND ALL FLOOR CORING SHALL BE FIRE SEALS IN ACCORDANCE WITH NFPA 704 FOR CONDUIT PENETRATION. SEE TYPICAL DETAIL ON ARCHITECTURAL DRAWINGS. | 7. ALL 2-CIRCUITS HOMERUN SHALL BE PROVIDED WITH #10 NEUTRAL WIRES. | 12. FOR PERMANENTLY CONNECTED(HARDWIRED) APPLIANCES RATED OVER 300VA OR 1/8HP, PROVIDE LOCKABLE CIRCUIT BREAKER OR MOTOR RATED SWITCH WITHIN SIGHT OF INSTALLED EQUIPMENT PER NEC/CEC 422-31(B). | 17. AT FAN COIL UNIT PROVIDE TOGGLE TYPE MOTOR RATED DISCONNECT SWITCH. EACH FAN COIL IS PHOTOCELL WITH THERMAL OVERLOAD MOTOR PROTECTION. |
| 3. UNLESS OTHERWISE NOTED, ALL MECHANICAL EQUIPMENT REQUIRING ELECTRICAL CONNECTIONS) ARE NEW. SEE MECHANICAL DRAWINGS FOR ACTUAL LOCATION AND ELECTRICAL REQUIREMENTS FOR ALL MECHANICAL EQUIPMENT. | 8. PROVIDE #10 WIRES SIZE FOR MORE THAN 100 FT BRANCH CIRCUIT HOMERUNS. | 13. ALL RECEPTACLES INSTALLED TO SERVE COUNTERTOP SURFACES WITH SINK SHALL HAVE GFI PROTECTION. | |
| 4. NO EQUIPMENT, JUNCTION BOX, ETC. REQUIRING ACCESS SHALL BE LOCATED IN HARD CEILING AREAS (UNLESS ACCESS PANEL IS PROVIDED, COORDINATE WITH ARCHITECTS). | 9. EXACT LOCATION OF ALL DISCONNECT SWITCH SHOWN ON THIS PLAN ARE TO BE FIELD COORDINATED WITH HVAC CONTRACTOR PRIOR TO ALL ROUGH-IN WORK. | 14. ALL 15A OR 20A, 125 OR 250 VOLTS RECEPTABLES INSTALLED OUTDOORS IN DAMP OR WET LOCATIONS MUST BE A U.L. LISTED WEATHER-RESISTANT TYPE. | |
| 5. TELE/DATA CONDUITS AND POWER CONDUITS IF RUN PARALLEL, SHALL HAVE NO LESS THAN 12" SEPARATION BETWEEN CONDUITS. ALL EXPOSED CONDUIT SHALL BE EMT AND SHALL BE RUN AS HIGH AS POSSIBLE GROUP AND SPACED WITH TYPICAL HANGERS. | 10. WHERE DETECT DUCTORS ARE REQUIRED PER HVAC DRAWINGS AND NOT SHOWN ON THIS PLAN, PROVIDE 3/4" EXTENDING DOWN TO FIRE LIFE SAFETY SYSTEM IN THE BUILDING. | 15. PROVIDE APPROVED HANDLE-TIE ON MULTI CIRCUIT HOMERUN SHARING NEUTRAL WIRE. THE BRANCH CIRCUIT SHALL ORIGINATE FROM THE SAME PANEL BOARD. | |
| | 11. WHERE INDICATED ON HVAC PLANS AS PART OF ELECTRICAL | | |

STATE OF CALIFORNIA	CALIFORNIA ENERGY COMMISSION				
Indoor Lighting		NRCC-LD-E			
CERTIFICATE OF COMPLIANCE					
This document is used to demonstrate compliance with requirements in 110.9, 110.12(c), 130.6, 130.1, 140.6 and 141.0(b)2 for indoor lighting scopes using the prescriptive path for nonresidential and hotel/motel occupancies. It is also used to document compliance with requirements in 160.5, 170.2(e) and 180.2(b)4 for indoor lighting scopes using the prescriptive path for multifamily occupancies. Multifamily includes dormitory and senior living facilities.					
Project Name: 7109 Telegraph Rd		Report Page:		(Page 1 of 8)	
Project Address:		Date Prepared:		2024-02-02T18:49:04-05:00	
A. GENERAL INFORMATION					
01 Project Location (city)	Montebello	04 Total Conditioned Floor Area (ft ²)	4,530		
02 Climate Zone	9	05 Total Unconditioned Floor Area (ft ²)	0		
03 Occupancy Types Within Project (select all that apply):		06 # of Stories (Habitable Above Grade)	1		
• Commercial Industrial					
B. PROJECT SCOPE					
This table includes any lighting systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in 140.6 / 170.2(e) or 141.0(b)2 / 180.2(b)4 for alterations.					
Scope of Work		Conditioned Spaces		Unconditioned Spaces	
01		02	03	04	05
My Project Consists of (check all that apply):		Calculation Method	Area (ft ²)	Calculation Method	Area (ft ²)
☒ New Lighting System		Area Category Method	4530	N/A	0
☐ New Lighting System - Parking Garage		N/A	0	N/A	0
Total Area of Work (ft ²)		4530			
Generated Date/Time:		Documentation Software: Energy Code Ace			
CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance		Report Version: 2022.0.000		Compliance ID: 174787-0224-0002	
		Schema Version: rev 20220101		Report Generated: 2024-02-02 15:49:08	

STATE OF CALIFORNIA

Indoor Lighting

CERTIFICATE OF COMPLIANCE

Project Name: 7109 Telegraph Rd

Report Page: (Page 4 of 8)

Date Prepared: 2024-02-02T18:49:04-08:00

CALIFORNIA ENERGY COMMISSION

NKCC-171-E

H. INDOOR LIGHTING REQUIREMENTS (Not including PAFs)

This table includes lighting controls for conditioned and unconditioned spaces.

Building Level Controls		01	02		03	
		Mandatory Demand Response 110.12(c)	Shut-off controls 130.1(c) / 160.5(b)4C		Field Inspector	
		NA < 4,000W subject to multilevel	See Area/Space Level Controls		Pass	Fail
					☐	☐

Area Level Controls		04	05	06	07	08	09	10	11	12	
Area Description	Complete Building or Area Category Primary Function Area	Manual Area Controls 130.1(a) / 160.5(b)4A	Multi-Level Controls 130.1(b) / 160.5(b)4B	Shut-Off Controls 130.1(c) // 160.5(b)4C	Primary/Skylight Daylighting 130.1(d) / 160.5(b)4D	Secondary Daylighting 130.1(d) / 160.5(b)4D	Interlocked Systems 140.6(a)(1) / 170.2(e)(2A)			Field Inspector	
										Pass	Fail
OFFICE SPACE	Office (<250 square feet)	Readily Accessible	Dimmer	Occupancy Sensor	NA: Not daylight zone	NA: Not daylight zone	No	☐	☐		
ENTRY / HALLWAY	Corridor	Readily Accessible	Dimmer	Occupancy Sensor	NA: Not daylight zone	NA: Not daylight zone	No	☐	☐		
LOCKER ROOM	All Other Space Types	Readily Accessible	Dimmer	Occupancy Sensor	NA: Not daylight zone	NA: Not daylight zone	No	☐	☐		
RESTROOMS	Restroom (Low Vision)	Readily Accessible	NA: Restrooms	Occupancy Sensor	NA: Not daylight zone	NA: Not daylight zone	No	☐	☐		
TRIM ROOM	Multipurpose Rm (Low Vision)	Readily Accessible	Dimmer	Occupancy Sensor	NA: Not daylight zone	NA: Not daylight zone	No	☐	☐		
GROW ROOM	General Commercial Industrial Work Area/Low Bay	Readily Accessible	Dimmer	NA: 24 hour/365 day	NA: Not daylight zone	NA: Not daylight zone	No	☐	☐		
							13				
							Plan Sheet Showing Daylight Zones:				

Generated Date/Time: 2024.0.000
Schema Version: rev.2020101

Documentation Software: Energy Code Ace

Compliance ID: 174787-0224-0002
Report Generated: 2024-02-02 15:49:08

CA Building Energy Efficiency Standards: 2022 Nonresidential Compliance

STATE OF CALIFORNIA Indoor Lighting		CALIFORNIA ENERGY COMMISSION	
CERTIFICATE OF COMPLIANCE		NRCC-LTI-E	
Project Name: 7309 Telegraph Rd	Report Page:	(Page 7 of 8)	
	Date Prepared:	2024-02-02T18:49:04:05:00	

U. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Selections have been made based on information provided in this document. If any selections have been changed by permit applicant, an explanation should be included in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and can be found online

Form/Title

NRCC-LTI-E - Must be submitted for all buildings
--

V. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

Selections have been made based on information provided in this document. If any selections have been changed by the permit applicant, an explanation should be included in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and any with "A" in the form name must be completed through an Acceptance Test Technician Certification Provider (ATTCP). For more information visit: <http://www.energy.ca.gov/016246/attcp/providers.html>

Form/Title	Verified
NRCC-LTI-02-A - Must be submitted for occupancy sensors and automatic time switch controls.	Systems/Spaces To Be Field OFFICE SPACE; ENTRY / HALLWAY; LOCKER ROOM; RESTROOMS; TRIM ROOM

STATE OF CALIFORNIA

Indoor Lighting

CERTIFICATE OF COMPLIANCE

Project Name: 7109 Telegraph Rd

Report Page:

Date Prepared:

2024-02-02T18:49:04-05:00

CALIFORNIA ENERGY EFFICIENCY

NRCC-L1-E
(Page 2 of 8)

C. COMPLIANCE RESULTS

If any cell on this table says "DOES NOT COMPLY" or "COMPLIES with Exceptional Conditions" refer to Table D. for guidance.

Lighting in conditioned and unconditioned spaces must not be combined for compliance per 140.6(b)(1) / 170.2(e)	Allowed Lighting Power per 140.6(b) / 170.2(e) (Watts)					≥	Adjusted Lighting Power per 140.6(f) / 170.2(e) (Watts)			≥	Compliance Results		
	01	02	03	04	05		06	07	08				
	Complete Building 140.6(c)(1)	Area Category 140.6(c)(2) 170.2(e)(4)	Area Category Additional 140.6(c)(2G) 170.2(e)(4)(v) (+)	Tailored 140.6(c)(3) / 170.2(e)(4)(8) (+)	Total Allowed (Watts)		Total Designed (Watts)	Adjustments	Total Adjusted (Watts) *Includes Adjustments				
								PAF Lighting Control Credits 140.6(a)(2) / 170.2(e)(18) (-)					
(See Table I)	(See Table J)	(See Table J)	(See Table K)	=	3,447.9	≥	(See Table F)	(See Table P)	=	1501.2		05 must be >= 08 140.6 / 170.2(e)	
Conditioned		3,447.9			=	3,447.9	≥			=	1501.2		COMPLIES
Unconditioned					=		≥			=			COMPLIES
Controls Compliance (See Table H for Details)											COMPLIES		
Rated Power Reduction Compliance (See Table Q for Details)													

D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

Generated Date/Time:

Documentation Software: Energy Code Ace

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

Report Version: 2022.0_000
Schema Version: rev 20220201

Compliance ID: 174787-0224-0002
Report Generated: 2024-02-02 15:49:08

STATE OF CALIFORNIA

Indoor Lighting

CERTIFICATE OF COMPLIANCE

Project Name: 7109 Telegraph Rd

Report Page: 1

Date Prepared: 2024-02-02 18:49:04 (05:00)

CALIFORNIA ENERGY COMMISSION

NRCC-LTI-1 (Page 5 of 8)

I. LIGHTING REQUIREMENTS: COMPLETE BUILDING OR AREA CATEGORY METHODS

Each area complying with the Complete Building or Area Category Methods per 140.6(a) are included in this table. Column 06 indicates if additional lighting power allowances per 140.6(c) or adjustments per 140.6(a) are being used.

Conditioned Spaces

01	02	03	04	05	06	
Area Description	Complete Building or Area Category Primary Function Area	Allowed Density (W/ft²)	Area (ft²)	Allowed Wattage (Watts)	Additional Allowance / Adjustment Area Category	PAF
OFFICE SPACE	Office (<=250 square feet)	0.65	197	128.05	No	No
ENTRY / HALLWAY	Corridor	0.4	830	332	No	No
LOCKER ROOM	All Other Space Types	0.4	242	96.8	No	No
RESTROOMS	Restroom (Low Vision)	1	221	221	No	No
TRIM ROOM	Multipurpose Rm (Low Vision)	0.85	989	840.65	No	No
GROW ROOM	General Commercial Industrial Work Area/Low Bay	0.6	3,049	1,829.4	No	No
TOTALS:			5,528	3,447.9	See Tables J, I, or P for detail	

J. ADDITIONAL ALLOWANCE: AREA CATEGORY METHOD QUALIFYING LIGHTING SYSTEM

This section does not apply to this project.

K. TAILORED METHOD GENERAL LIGHTING POWER ALLOWANCE

This section does not apply to this project.

L. ADDITIONAL LIGHTING ALLOWANCE: TAILORED WALL DISPLAY

This section does not apply to this project.

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CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

Report Version: 2022.0.00

Compliance ID: 174787-0224-0002

Schema Version: Rev 20220101

Report Generated: 2024-02-02 15:49:08

STATE OF CALIFORNIA Indoor Lighting		CALIFORNIA ENERGY COMMISSION	
CERTIFICATE OF COMPLIANCE		NRCC-11-E	
Project Name: 7100 Telegraph Rd	Report Page:	(Page 8 of 8)	
Project Address:	Date Prepared:	2024-02-27 18:49:04 (05:00)	

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

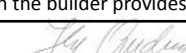
I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: Ovidiu Hiji Company: Ovis Electric Inc. Address: 1117 N. FOUNTAIN WAY, SUITE A City/State/Zip: ANAHEIM, CA 92806	Documentation Author Signature:  Signature Date: 2/27/2024 CEA/NEC Compliance Identification (if applicable): None Phone: 714-448-9780
---	---

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

- The information provided on this Certificate of Compliance is true and correct.
- I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).
- The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements in Title 24, Part 1 and Part 1.6 of the California Code of Regulations.
- The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
- I will ensure that a completed signed copy of this Certificate of Compliance shall be available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name: Ovidiu Hiji Company: Ovis Electric Inc. Address: 1117 N. FOUNTAIN WAY, SUITE A City/State/Zip: ANAHEIM, CA 92806	Responsible Designer Signature:  Date Signed: 2/27/2024 License: C-30 802265 Phone: 714-448-9780
--	---

<i>Indoor Lighting Mandatory Measures:</i> 130.1(f) CONTROL INTERACTIONS EACH LIGHTING CONTROL INSTALLED TO MEET 130.1 REQUIREMENTS SHALL INCORPORATE THE FUNCTIONS OF OTHER LIGHTING CONTROLS REQUIRED BY THIS SECTION. 1. FOR GENERAL LIGHTING, MANUAL AREA CONTROL SHALL PERMIT THE LEVEL OF LIGHT PROVIDED WHILE LIGHTING IS ON TO BE SET OR ADJUSTED BY CONTROLS SPECIFIED IN 130.1(b), (c), (d) and (e). 2. MANUAL AREA CONTROL SHALL PERMIT SHUTOFF CONTROL TO TURN THE LIGHTING DOWN OR OFF. 3. MULTILEVEL CONTROL SHALL PERMIT THE AUTOMATIC DAYLIGHTING CONTROL TO ADJUST ELECTRIC LIGHTING IN RESPONSE TO DAYLIGHT. 4. MULTILEVEL CONTROL SHALL PERMIT THE DEMAND RESPONSIVE (DR) CONTROL TO ADJUST LIGHTING DURING A DR EVENT THEN RETURN IT TO THE LEVEL SET BY THE CONTROL AFTER THE EVENT. 5. SHUTOFF CONTROL SHALL PERMIT THE MANUAL AREA CONTROL TO TURN THE LIGHTING ON. 6. AUTOMATIC DAYLIGHTING CONTROL SHALL PERMIT MULTILEVEL LIGHTING CONTROL TO ADJUST THE LIGHTING LEVEL. 7. FOR LIGHTING CONTROLLED BY MULTILEVEL LIGHTING CONTROLS AND OCCUPANT SENSING CONTROLS THAT PROVIDE AUTOMATIC-ON FUNCTION, CONTROLS SHALL PROVIDE A PARTIAL-ON FUNCTION THAT IS CAPABLE OF AUTOMATICALLY ACTIVATING BETWEEN 50-70% OF CONTROLLED LIGHTING POWER. 8. RESERVED 9. FOR SPACE CONDITIONING SYSTEM ZONES SERVING ONLY SPACES THAT ARE REQUIRED TO HAVE OCCUPANT SENSING CONTROLS SHALL BE CONTROLLED BY OCCUPANCY SENSING CONTROLS.
--

STATE OF CALIFORNIA

Indoor Lighting

CERTIFICATE OF COMPLIANCE

Project Name:

7109 Telegraph Rd

CALIFORNIA ENERGY COMMISSION

NRCC-LTI-E

Report Page:

(Page 3 of 8)

Date Prepared:

2024-02-02T18:49:04-08:00

F. INDOOR LIGHTING FIXTURE SCHEDULE

This table includes all planned permanent and portable lighting other than dwelling unit / hotel / motel room lighting. Multifamily dwelling unit and hotel/motel room lighting is documented in Table I.f. If using Table I to document lighting in multifamily common use areas providing shared provisions for living, eating, cooking or sanitation, those luminaires are not included here.

Designed Wattage: Conditioned Spaces

01	02	03	04	05	06	07	08	09	10	
Name or Item Tag	Complete Luminaire Description	Modular (Track) Fixture	Small Aperture & Color Change ¹	Watts per luminaire ²	How is Wattage determined	Total Number of Luminaires	Excluded per 140.6(a)3 / 170.2(e)2C	Design Watts	Field Inspector	
									Pass	Fail
A	8' LED STRIP WITH LENS	No	NA	63.6	Mfr. Spec	1	No	63.6	☐	☐
A-EM	8' LED STRIP WITH LENS / WITH 90MIN EM BATT.	No	NA	63.6	Mfr. Spec	3	No	190.8	☐	☐
B	8' VAPORT TIGHT LED	No	NA	65.3	Mfr. Spec	5	No	326.5	☐	☐
B-EM	8' VAPORT TIGHT LED / WITH 90MIN EM BATT.	No	NA	65.3	Mfr. Spec	3	No	195.9	☐	☐
C	2X4 LED LAY-IN TROFFER	No	NA	33.2	Mfr. Spec	15	No	498	☐	☐
C-EM	2X4 LED LAY-IN TROFFER / WITH 90MIN EM BATT.	No	NA	33.2	Mfr. Spec	5	No	166	☐	☐
D-EM	4' LED STRIP WITH LENS / WITH 90MIN EM BATT.	No	NA	26.7	Mfr. Spec	2	No	53.4	☐	☐
X	LED EXIT SIGN	No	NA	0.7	Mfr. Spec	10	No	7	☐	☐
Total Designed Watts: CONDITIONED SPACES								1,501.2		

¹FOOTNOTE: Design Watts for small aperture and color changing luminaires which qualify per 140.6(a)4b / 170.2(e)2D is adjusted to be 75% /80% of their rated wattage. Table I.f automatically makes this adjustment, the permit applicant should enter full rated wattage in column 05.

²Authority Having Jurisdiction may opt for Luminaire cut sheets to confirm wattage used for compliance per 130.0(c) / 160.5(B). Wattage used must be the maximum rated for the luminaire, not the lamp.

G. MODULAR LIGHTING SYSTEMS

This section does not apply to this project.

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Documentation Software: Energy Code Ace

CA Building Energy Efficiency Standards: 2022 Nonresidential Compliance

Report Version: 2022.0.000

Schema Version: rev 20220101

Compliance ID: 174787-0224-0002

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STATE OF CALIFORNIA		CALIFORNIA ENERGY COMMISSION	
Indoor Lighting		NREC-LIT-E	
CERTIFICATE OF COMPLIANCE		(Pages 6 of 8)	
Project Name: 7109 Telegraph Rd	Report Type:	2024-02-02T18:49:04-05:00	
Date Prepared:			

M. ADDITIONAL LIGHTING ALLOWANCE: TAILORED FLOOR AND TASK LIGHTING

This section does not apply to this project.

N. ADDITIONAL LIGHTING ALLOWANCE: TAILORED DECORATIVE /SPECIAL EFFECTS

This section does not apply to this project.

O. ADDITIONAL LIGHTING ALLOWANCE: TAILORED VERY VALUABLE MERCHANDISE

This section does not apply to this project.

P. POWER ADJUSTMENT: LIGHTING CONTROL CREDIT (POWER ADJUSTMENT FACTOR (PAF))

This section does not apply to this project.

Q. RATED POWER REDUCTION COMPLIANCE FOR ONE-FOR-ONE ALTERATIONS

This section does not apply to this project.

R. 80% LIGHTING POWER FOR ALL ALTERATIONS - CONTROLS EXCEPTIONS

This section does not apply to this project.

S. DAYLIGHT DESIGN POWER ADJUSTMENT FACTOR (PAF)

This section does not apply to this project.

T. DWELLING UNIT LIGHTING

This section does not apply to this project.

Generated Date/Time:
 Report Version: 2022.0.000
 Schema Version: rev 20220101

Documentation Software: Energy Code Ace
 Compliance ID: 174787-0224-0002
 Report Generated: 2024-02-02 15:49:08

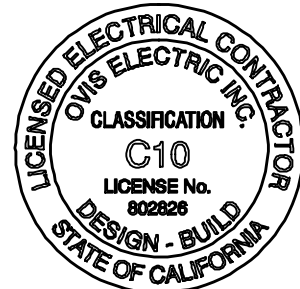
CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

Indoor Lighting Mandatory Measures: 110.9 LIGHTING CONTROLS AND COMPONENTS ALL LIGHTING CONTROL DEVICES AND SYSTEMS, AND ALL LIGHT SOURCES SHALL MEET THE APPLICABLE REQUIREMENTS OF 110.9. <i>NOTE: THE EXCEPTED SPACES DO NOT COUNT TOWARDS THE 10,000 FT² THRESHOLD.</i> 130.0 GENERAL LUMINAIRE REQUIREMENTS ALL LUMINAIRES SHALL BE FACTORY-LABELLED PER 130.0(c). ENERGY MANAGEMENT CONTROL SYSTEMS (EMCS) SHALL MEET REQUIREMENTS OF 130.0(e). 130.1(a) MANUAL AREA CONTROLS EACH ROOM OR AREA WITH FLOOR-TO-CEILING WALLS IN THIS BUILDING SHALL HAVE LIGHTING CONTROLS THAT ALLOW LIGHTING TO BE MANUALLY TURNED ON AND OFF MANUAL CONTROLS SHALL: 1. BE READILY ACCESSIBLE 2. BE LOCATED IN THE SAME ENCLOSED AREA WITH THE LIGHTING IT CONTROLS. 3. PROVIDE SEPARATE CONTROL OF GENERAL, FLOOR, WALL, WINDOW CASE DISPLAY, ORNAMENTAL AND SPECIAL EFFECTS LIGHTING SO EACH TYPE CAN BE TURNED ON AND OFF SEPARATELY WITHOUT AFFECTING OTHER LIGHTING OR EQUIPMENT. 130.1(b) MULTILEVEL LIGHTING CONTROLS GENERAL LIGHTING IN ALL ROOMS AND AREAS 100 FT² OR GREATER AND WITH MORE THAN 0.5 WATTS PER FT² OF LIGHTING LOAD SHALL HAVE MULTILEVEL CONTROLS THAT ALLOW LIGHT LEVELS TO BE ADJUSTED UP AND DOWN. CONTROLS SHALL PROVIDE NUMBER OF CONTROL STEPS AND UNIFORM ILLUMINANCE LIGHT LEVELS PER TABLE 130.1-A. 130.1(c) SHUTOFF CONTROLS ALL INSTALLED INDOOR LIGHTING SHALL BE EQUIPPED WITH CONTROLS TO AUTOMATICALLY REDUCE LIGHTING POWER WHEN SPACE IS TYPICALLY UNOCCUPIED. 130.1(c)1: CONTROL REQUIREMENTS ALL INSTALLED INDOOR LIGHTING SHALL HAVE ALL OF THE FOLLOWING: A. CONTROL(S) CAPABLE OF AUTOMATICALLY SHUTTING OFF ALL LIGHTING IN THE SPACE WHEN TYPICALLY UNOCCUPIED (OCCUPANT SENSING CONTROL, AUTOMATIC TIME SWITCH CONTROL, OR OTHER) B. SEPARATE CONTROLS FOR LIGHTING ON EACH FLOOR (OTHER THAN STAIRWELLS) C. SEPARATE CONTROLS FOR A SPACE ENCLOSED BY CEILING HEIGHT PARTITIONS NOT EXCEEDING 5,000 FT² Indoor Lighting Mandatory Measures: 130.1(c)5 REQUIRED USE OF FULL-OFF OCCUPANT SENSORS FULL-OFF OCCUPANT SENSING CONTROLS THAT ARE CAPABLE OF AUTOMATICALLY SHUTTING OFF ALL LIGHTING WHEN THE THE CONTROL ZONE IS UNOCCUPIED FOR 20 MINUTES OR LESS ARE REQUIRED FOR: • OFFICES 250 FT² OR SMALLER • MULTIPURPOSE ROOMS <1000 FT² • CLASSROOMS OF ANY SIZE • CONFERENCE ROOMS OF ANY SIZE • RESTROOMS OF ANY SIZE ADDITIONAL FULL-OFF CONTROL FUNCTIONALITY: WHEN MULTILEVEL CONTROL IS REQUIRED PER 130.1(b) (ENCLOSED AREA >=100 SQUARE FEET AND LIGHTING LOAD <0.5 W/FT²) PROVIDE VACANCY SENSOR OR PARTIAL-ON OCCUPANCY SENSOR. WHEN MULTILEVEL CONTROL IS NOT REQUIRED PER 130.1(b), PROVIDE OCCUPANT SENSOR, PARTIAL-ON OCCUPANT SENSOR, OR VACANCY SENSOR. 130.1(c)6 PARTIAL OR FULL-OFF OCCUPANT SENSORS PROVIDE PARTIAL OR FULL-OFF OCCUPANT SENSORS, IN ADDITION TO SHUTOFF CONTROLS PER 130.1(c)1 AND 130.1(c)2, IN THE FOLLOWING SPACES: • AISLE WAYS AND OPEN AREAS IN WAREHOUSES • LIBRARY BOOK STACK AISLES • CORRIDORS AND STAIRWELLS • OFFICES GREATER THAN 250 SQ. FT.



DESIGN AND BUILD BY:
OVIS ELECTRIC INC
CA LICENSE NO: 802826 C-10
1117 N. FOUNTAIN WAY
ANAHEIM, CA 92806

STAMP & SIGNATURE:



Lly Crudney DATE: 2/2/2024

PREPARED BY: Ovidiu Hiji

Written dimensions on these drawings shall have precedence over scaled dimensions. Drawings shall not be scaled. Contractors shall verify, and be responsible for, all dimensions and conditions shown by these drawings. Any discrepancy between field dimensions and dimensions herein shall be reported to the Designer prior to commencing work.

[illegible]

PROJECT:

**TENANT
IMPROVEMENT**
7109 Telegraph Rd
Montebello, CA

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

DRAWING TITLE:

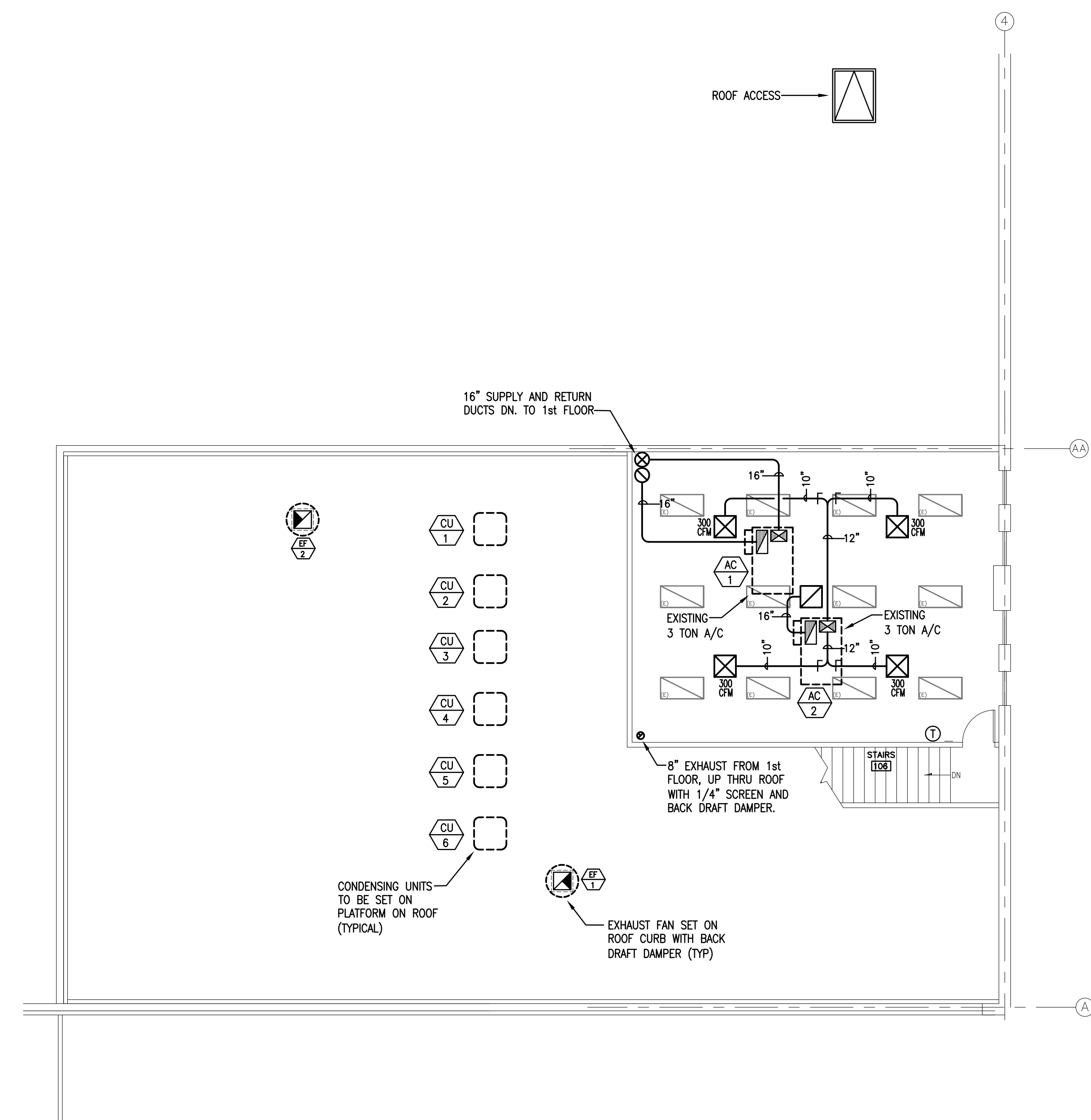
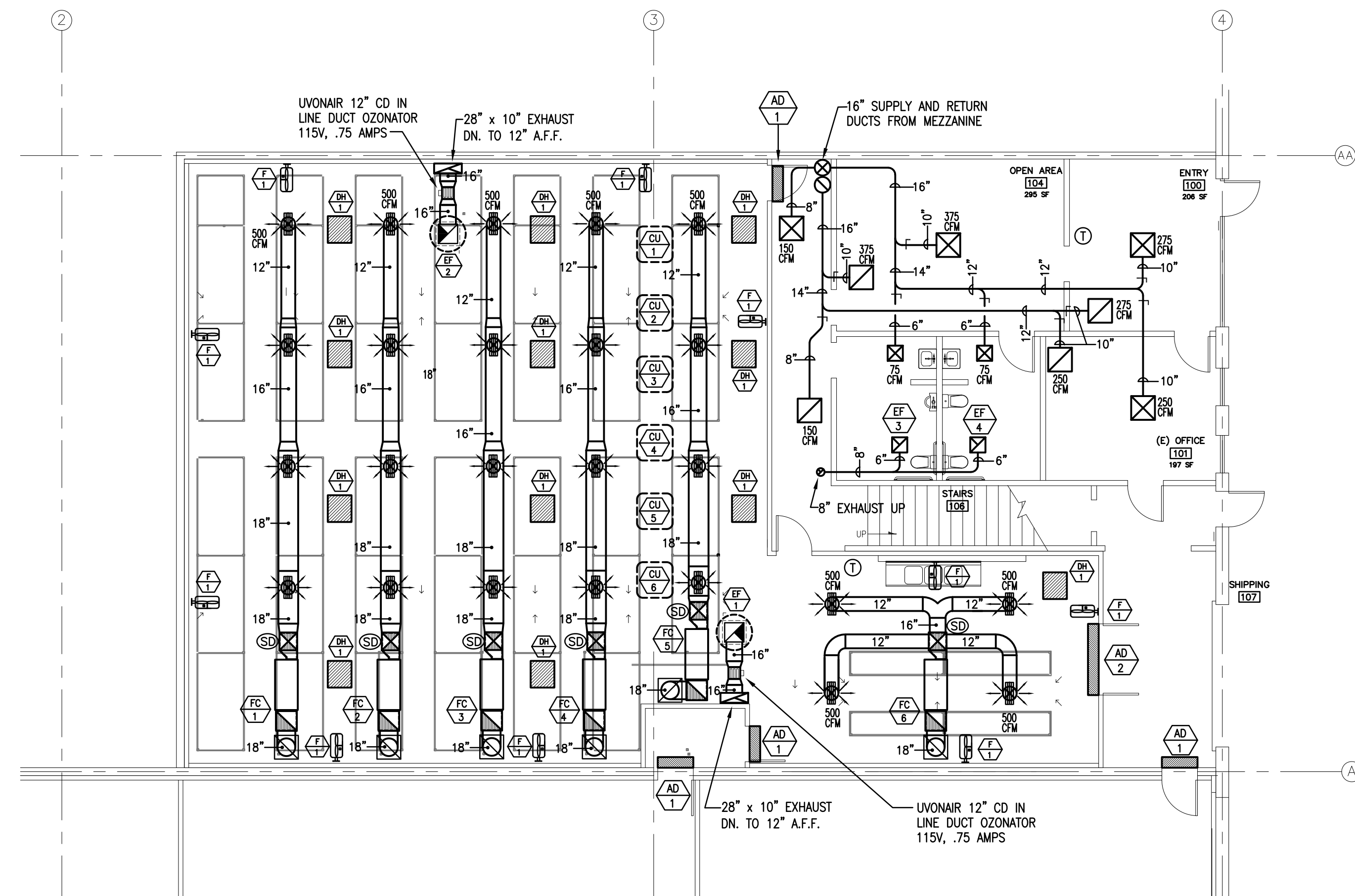
TITLE 24
CALCULATION

SHEET :

E 6.0

[illegible]

**TRI-PACIFIC HEATING &
AIR CONDITIONING, LP**
2116 E. Walnut Avenue
Fullerton, CA 92831
(714) 888-6820 Lic. #894392



NOTE:

ROOM PRESSURE CONTROL SEQUENCE OF OPERATION FOR
ALL CO2 ENRICHED ROOMS.

NEGATIVE ROOM PRESSURE IS ACHIEVED BY REMOVING AIR FROM THE CO2 ENRICHED ROOMS USING POWER EXHAUST FANS. THE POWER EXHAUST FAN SHALL MODULATE BASED ON DIFFERENTIAL PRESSURE BETWEEN THE CO2 ENRICHED ROOM AND THE SURROUNDING AREA. THE AIR BALANCE CONTRACTOR WILL ATTAIN THE FAN SPEED FOR THE GIVEN OPERATING MODES.

1. DIFFERENTIAL PRESSURE IS MONITORED AND CONTROLLED USING A DWYER DHII DIFFERENTIAL PRESSURE (DP) CONTROLLER AND POWER EXHAUST FAN WITH A VARIABLE FREQUENCY DRIVE (VFD)

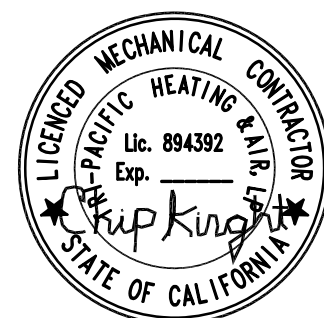
2. A NEGATIVE ROOM DP SETPOINT IS TO BE MAINTAINED AT ALL TIMES WHILE THE CO2 ENRICHMENT SYSTEM IS ACTIVATED.

3 .THE DIFFERENTIAL PRESSURE CONTROLLER (SYSTEM) SHALL BE INTERLOCKED TO THE CO2 ENRICHMENT SYSTEM. FAILURE OF THE SYSTEM SHALL IMMEDIATELY RESULT IN THE SHUTDOWN OF THE CO2 ENRICHMENT SYSTEM.

4. THIS SYSTEM IS TO BE USED IN CONJUNCTION WITH A PROPERLY BALANCED HVAC SYSTEM.

HVAC PLANS

TENANT IMPROVEMENT
7109 TELEGRAPH ROAD
MONTEBELLO, CALIFORNIA



DATE 11-21-23	SHEET M-2
PROJECT NO. 12402	

SYMBOLS/ABBREVIATIONS/DEFINITIONS

SYMBOL	ABBREV.	DEFINITION
////////	DEMO	DEMOLISH
— ICW —	ICW	INDUSTRIAL COLD WATER
— — — —	CW	COLD WATER
— — — —	HW	HOT WATER
— — — —	HWR	HOT WATER RETURN
— — — — S (OR) W	S (OR) W	SEWER OR WASTE ABOVE GRADE
— — — — S (OR) W	S (OR) W	SEWER OR WASTE BELOW GRADE
— — — — V	V	VENT
— D —	D	INDIRECT DRAIN
— SD —	SD	STORM DRAIN ABOVE GRADE
— SD —	SD	STORM DRAIN BELOW GRADE
— G —	G	GAS — LOW PRESSURE
— MG —	MG	GAS — MEDIUM PRESSURE
— N —	N	NITROGEN
— CA —	CA	COMPRESSED AIR
— DI —	DI	DEIONIZATION
— O ₂ —	O ₂	OXYGEN
— VAC —	VAC	VACUUM
— F —	F	FIRE PROTECTION SUPPLY
— CSP —	CSP	COMBINATION STANDPIPE
— AS —	AS	AUTOMATIC FIRE SPRINKLERS
— SPD —	SPD	SUMP PUMP DISCHARGE
— SED —	SED	SEWAGE EJECTOR DISCHARGE
— FOS —	FOS	FUEL OIL SUPPLY
— FOR —	FOR	FUEL OIL RETURN
— — — — FOV — — — —	FOV	FUEL OIL VENT
— — — — GV — — — —	GV	GATE VALVE
— — — — GLV — — — —	GLV	GLOBE VALVE
— — — — BLV — — — —	BLV	BALL VALVE
— — — — ANV — — — —	ANV	ANGLE VALVE
— — — — CV — — — —	CV	SWING CHECK VALVE
— — — — NCV — — — —	NCV	NON-SLAM CHECK VALVE
— — — — BC — — — —	BC	BALANCING COCK
— — — — PRV — — — —	PRV	PRESSURE REDUCING VALVE
— — — — PTR — — — —	PTR	PRESSURE-TEMPERATURE RELIEF VALVE
— — — — BFP — — — —	BFP	BACKFLOW PREVENTER
— — — — GC — — — —	GC	GAS COCK, GAS STOP
— — — — FHV — — — —	FHV	FIRE HOSE VALVE
— — — — FHC — — — —	FHC	FIRE HOSE CABINET (SURFACE MOUNTED)
— — — — FHC — — — —	FHC	FIRE HOSE CABINET (RECESSED)
— — — — FS — — — —	FS	FLOW SWITCH
— — — — PS — — — —	PS	PRESSURE SWITCH
— — — — DN — — — —	DN	RISER DOWN
— — — — — — — —		RISER UP
— — — — — — — —		RISE OR DROP
— — — — — — — —		VALVE IN RISER
— — — — — — — —	WCO	WALL CLEANOUT
— — — — — — — —	CO	CLEANOUT PLUG
— — — — — — — —	FCO	FOOR CLEANOUT, CLEANOUT TO GRADE
— — — — — — — —		CAP OR PLUG ON END OF PIPE
— — — — — — — —	HB	HOSE BIBB
— — — — — — — —	WHA	WATER HAMMER ARRESTOR
— — — — — — — —	RO	REVERSE OSMOSIS WATER
— — — — — — — —	IE	INVERT ELEVATION
— — — — — — — —	HDR	HEADER
— — — — — — — —	FU	PLUMBING FIXTURE UNIT
— — — — — — — —	SPO	SOIL PLUGGED OUTLET
— — — — — — — —	VCO	VENT CAPPED OUTLET
— — — — — — — —	FPC	FIRE PROTECTION OUTLET
— — — — — — — —	SCW	SOFT COLD WATER
— — — — — — — —	LW	LABORATORY WASTE
— — — — — — — —	LV	LABORATORY VENT
— — — — — — — —	CLWV	COMBINATION LAB WASTE AND VENT
— — — — — — — —	PW	PURE WATER
— — — — — — — —	PWR	PURE WATER RETURN

PIPING MATERIAL SCHEDULE

SERVICE	MATERIAL	COPPER, TYPE "K"	COPPER, TYPE "L"	SCHED. 40 BLACK STEEL	SCHED. 40 GALV. STEEL	CL. SOIL PIPE & FITTINGS, S.W.	VITRIFIED CLAY	DMT COPPER	COPPER, TYPE "M"	REMARKS
WATER	INSIDE	●	●							TYPE K WRAPPED WHEN UNDER SLAB WITH FOAM INSULATION
WATER	OUTSIDE									
SANITARY SEWER	INSIDE					●				
SANITARY SEWER	OUTSIDE					●				
SANITARY VENT	INSIDE					●				
SANITARY VENT	OUTSIDE					●				
GAS	INSIDE		●							
GAS	OUTSIDE		●							
STORM DRAINAGE	INSIDE					●				
STORM DRAINAGE	OUTSIDE					●				
CONDENSATE DRAIN	INSIDE							●		PROVIDE FOAM INSULATION
CONDENSATE DRAIN	OUTSIDE									
INDIRECT WASTE	INSIDE							●		
INDIRECT WASTE	OUTSIDE									

GENERAL NOTES

- ALL WORK SHALL CONFORM TO ALL LOCAL CODES 2018 CMC AND CITY OF MONTEBELLO PLUMBING CODE 2022.
- BEFORE STARTING ANY WORK, VERIFY THE ADEQUACY, LOCATION OF UTILITIES AT POINTS OF CONNECTION, SIZE AND AVAILABILITY OF ALL UTILITIES CONCERNED, INCLUDING SEWER INVERT ELEVATIONS AND WATER PRESSURE BEFORE START OF ANY WORK. CONTRACTOR IS TO OBTAIN THE SERVICES OF A PIPE LOCATION COMPANY TO VERIFY ANY PIPE LOCATIONS FOR CONNECTIONS TO BE MADE BELOW.
- THE WORK FOR THIS PROJECT INVOLVES ADDITIONS TO AND ALTERATIONS OF THE EXISTING BUILDING TO ACHIEVE THE ARRANGEMENT INDICATED ON THE DRAWINGS. THE CONTRACTOR SHALL VISIT THE JOBSITE TO DETERMINE THE EXTENT OF WORK REQUIRED BY THE CONSTRUCTION ACTIVITIES. THE ARCHITECTURAL DRAWINGS FOR THESE AREAS SHOW THE CHANGES TO BE MADE. THE CONTRACTOR SHALL REVISE, REARRANGE, RE-ROUTE OR REMOVE EXISTING PIPING AS INDICATED TO ACCOMMODATE THE CHANGES AND ADDITION SHOWN TO PROVIDE CONTINUING SERVICE FOR THOSE EXISTING PORTIONS OF THE PROJECT WHICH ARE TO REMAIN IN OPERATIONS.
- ALL WORK THAT INVOLVES A SHUT-DOWN OF EXISTING BUILDING UTILITIES OR PORTIONS THEREOF, SHALL BE DONE AT SUCH TIMES AS WILL CAUSE THE LEAST INCONVENIENCE TO THE SCHOOL'S ACTIVITIES, OR AT THE APPROVAL OF THE ARCHITECT. THE EXACT TIME AND LENGTH OF SHUT-DOWN SHALL BE ARRANGED WITH THE ARCHITECT OR THE BUILDING ENGINEER AT LEAST SEVEN (7) DAYS BUT NOT MORE THAN THIRTY FIVE (35) DAYS IN ADVANCE OF THE REQUIRED SHUT-DOWN.
- DRAWINGS INDICATE SIZE AND TERMINATION OF PIPING AND SUGGEST PROPER ROUTES OF PIPING TO CONFORM THE STRUCTURE TO AVOID OBSTRUCTION AND TO PRESERVE CLEARANCE. IT IS NOT THE INTENTION TO INDICATE ALL NECESSARY OFFSETS AND IT SHALL BE THE RESPONSIBILITY UNDER THIS SECTION TO INSTALL PIPING IN SUCH A MANNER AS TO CONFORM TO STRUCTURE, AVOID OBSTRUCTIONS, PRESERVE HEADROOM, KEEP OPENINGS AND PASSAGEWAYS CLEAR AND MAKE ALL EQUIPMENT REQUIRING INSPECTION, MAINTENANCE AND REPAIR ACCESSIBLE WITH OUR FURTHER INSPECTIONS OR EXTRA COST.
- CONTRACTOR SHALL COORDINATE WITH ALL OTHER TRADES FOR CLEARANCES AND WORK INCLUDED PRIOR TO START OF WORK.
- KEEP ALL PIPING CLEAR FROM LOAD BEARING FOOTINGS.
- REFER TO ARCHITECTURAL DRAWINGS FOR EXACT PLUMBING FIXTURES AND EQUIPMENT LOCATIONS.
- ALL VENTS THRU ROOF SHALL BE MINIMUM OF THREE FEET VERTICALLY OR TEN FEET HORIZONTALLY FROM ANY FRESH AIR INTAKES.
- CLEANOUTS SHALL BE INSTALLED PER LATEST UPC CODE SECTINS, IN ADDITION PROVIDE CLEANOUTS AT EACH WATER CLOSET AND EACH URINAL.
- PENETRATIONS OF RATED ASSEMBLIES SHALL BE FIRE STOPPED. FIRE STOPPING SHALL BE AN APPROVED MATERIAL AS PRESCRIBED IN STATE FIRE MARSHAL STANDARD 43-1, AND SHALL BE U.L. LISTED.
- ALL FIXTURES SHALL BE PROTECTED DURING CONSTRUCTION FROM ANY DAMAGE. REFINISHED FIXTURES WILL NOT BE ACCEPTABLE UNDER ANY CONDITIONS.
- PROVIDE TRAP PRIMER CONNECTION AND TRAP PRIMER VALVES BEHIND ACCESS PANEL FOR ALL FLOOR DRAINS AND FLOOR SINKS.
- DRAWINGS AND SPECIFICATIONS GOVERN WHERE THEY EXCEED CODE REQUIREMENTS.
- ALL PLUMBING FIXTURES AND EQUIPMENT SHALL HAVE ISOLATING VALVES ON WATER SUPPLY LINES.
- PROVIDE ACCESS DOORS TO ALL CONCEALED VALVES.
- PROVIDE STOP VALVES FOR ALL FIXTURES.
- PROVIDE ISOLATING VALVES WITH ACCESS PANELS FOR EACH NEW COLD WATER BRANCH FEEDING A RESTROOM.
- "LEAD FREE COMPLIANCE REQUIRED EFFECTIVE JANUARY 1, 2010 PER CALIFORNIA HEALTH & SAFETY CODE SEC. 116875"
- ALL PLUMBING FIXTURES SHALL MEET THE FLOW RATE REQUIREMENTS OF SECTION 94.402.1.1.
- ALL SHOWERS SHALL HAVE A TEMPERING VALVES.
- SHOWERS SHALL BE PROVIDED WITH SHOWER CONTROL VALVES OF THE PRESSURE BALANCE OR THE THERMOSTATIC MIXING VALVE TYPE. ALSO DELIVER MAXIMUM OF 120 DEGREE FARENHEIT TEMPERATURE. CPC 413.1 AND 418.0
- BATHTUB AND SHOWER FLOORS AND WALLS ABOVE BATHTUBS WITH INSTALLED SHOWER HEAD AND IN SHOWER COMPARTMENTS SHALL BE FINISHED WITH A NONASORBENT SURFACE. SUCH WALL SURFACE SHALL EXTEND TO A HEIGHT OF NO LESS THAN 6" ABOVE THE FLOOR. [2013 CRC R307.2].
- ALL HOSE BIBS MUST BE PROTECTED BA A ANTI SIPHON DEVICE. [CPC 603.1]
- BATHTUBS AND WHIRLPOOL BATHS SHALL BE PROVIDED WITH A TRAP DOOR OR ACCESS WITHIN 20 FEET OF PUMP [CPC 414.1]
- VENTS SUCH THAT THE AGGREGATE CROSS SECTIONAL AREA SHALL NOT VE LESS THAN THAT OF THE LARGEST REQUIRED BUILDING SEWER, AS DETERMINED FROM TABLE 703.2 [904.1]
- PIPING IN UNCONDITIONED SPACE, LEADING TO AND FROM WATER HEATER SHALL BE INSULATED WITH AN INSTALLED THERMAL RESISTANCE OF A LEAST R-4 FOR THE 5 FEET OF PIPE CLOSEST TO THE WATER HEATER OR WHATEVER SHORTER LENGTH IS IN THE UNCONDITIONED SPACE. [ENS 150(J) 2]

PLUMBING FIXTURE SCHEDULE

SYMBOL	FIXTURE	WASTE	TRAP	VENT	COLD WATER	HOT WATER	REMARKS
	MOP SINK/ SERVICE SINK	2	—	1 1/2"	3/4"	3/4"	"AMERICAN STD" SQUARE SINK W/ NO DROP MOP SINK: 10 HT, 24 WD, 24 LG, 24 WD, 9 1/2 BOWL DEPTH SQUARE IN SHAPE, 3INCHES DRAIN OPENING W/ FAUCET INCLUDED; FOR HOSPITALS, SCHOOLS & HOTELS.
	FLOOR DRAIN	2	1 1/2	1 1/2	—	—	SMITH 2005Y ROUND TOP W/ TRAP PRIMER CONNECTION.
	TRAP PRIMER	—	—	—	1/2"	—	PRECISION PLUMBING PRODUCTS.
	3 COMPARTMENT SINK	2	—	1 1/2	1/2"	1/2"	BY OWNER. SHALL MEET MIN. FIXTURE FLOW REQUIREMENT.
	HAND SINK	2	—	1 1/2	1/2"	1/2"	ELKAY MODEL "ECTSR15159BG", WITH FAUCET ELKAY MODEL "LKDVR208513C

DOMESTIC GAS WATER HEATER, EXPANSION TANK, AND CIRCULATING PUMP SCHEDULE

SYMBOL	DESCRIPTION	CAPACITY (GAL.)	MFGR & MODEL NO	CAPACITY (GAL.)	BTU/HR	ELECTRICAL DATA				OPER. WEIGHT (LBS.)	SYSTEM CONNECTION	THERMAL EFFICIENCY	REMARKS
						WATTS	VOLTS	PHASE	HERTZ				
	WATER HEATER	30	BRADFORD WHITE WATER HEATER RG230T6N	30	32,000	—	120	1	60	118	—	—	3/4" WATER CONNECTION
	EXPANSION TANK	3.2	THERMO-X-TROL ST-5	—	—	—	—	—	—	—	3/4"		8" DIA X 15" HIGH (LOCATE ON COLD WATER PIPING)
	CIRCULATING PUMP	5	BELL & GOSSETT NBF-10S	—	—	52	115	1	60	10	3/4"		PROVIDE AQUASTAT AND TIMECLOCK

TABLE 5.303.2.3
WATER REDUCTION
(FIXTURE FLOW RATES)

FIXTURE TYPE	MAXIMUM ALLOWABLE FLOW RATE
LAVATORY FAUCETS, NON-RESIDENTIAL*	0.4 GPM @ 60 PSI 0.20 GALLON / CYCLE
KITCHEN FAUCETS**	1.50 GPM @ 60 PSI
METERING FAUCETS	0.25 GAL/CYCLE
DISWASHERS	ENERGY STAR CERTIFIED
FLUSHOMETER TANK WATER CLOSETS	1.28 GALLONS/FLUSH ⁶
GRAVITY TANK TYPE WATER CLOSETS	1.28 GALLONS/FLUSH ⁶
FLUSHOMETER VALVE WATER CLOSETS	1.28 GALLONS/FLUSH ⁶
URINALS	0.125 GALLONS/FLUSH
CLOTHES WASHERS	ENERGY STAR CERTIFIED
METERING FAUCETS FOR WASH FOUNTAINS	0.2 GPM FOR EVERY 20 IN. OF RIM SPACE @ 60 PSI

*NOT REQUIRED IF USING NONWATER OR HYBRID URINALS THROUGHOUT THE PROJECT.
**KITCHEN FAUCETS MAY TEMPORARARILY INCREASE THE FLOW TO 2.2 GPM @ 60PSI, AND MUST DEFAULT TO 1.5 GPM @ 60 PSI. THIS REQUIREMENT DOES NOT APPLY TO A FAUCET IN COMMERCIAL KITCHENS.

PIPE SIZING CHART

SIZE	TYPE "L" PIPE 8.0 PSI\100'		MAXIMUM F.U. ALLOWABLE	
	FLUSH TANK (HW)	FLUSH TANK (CW)	FLUSH VALVE	
1/2"	3	3	—	
3/4"	8	10	—	
1"	16	23	—	
1 1/4"	28	51	12	
1 1/2"	46	103	35	
2"	119	254	132	
2 1/2"	245	455	329	
3"	406	719	666	

Project Name & Address:

TENANT IMPROVEMENT OF
7109 TELEGRAPH RD.
MONTEBELLO, CA 90640

BF Consulting Design
Consulting Mechanical Electrical
and Plumbing Engineers

12200 Stagg Street
North Hollywood, CA 91605
TEL: (818) 795-3487
MOBILE (818) 795-3487
EMAIL: ben.bfconsulting@att.net

Seal:



PROJECT NO:

DRAWN BY:

CHK'D BY:

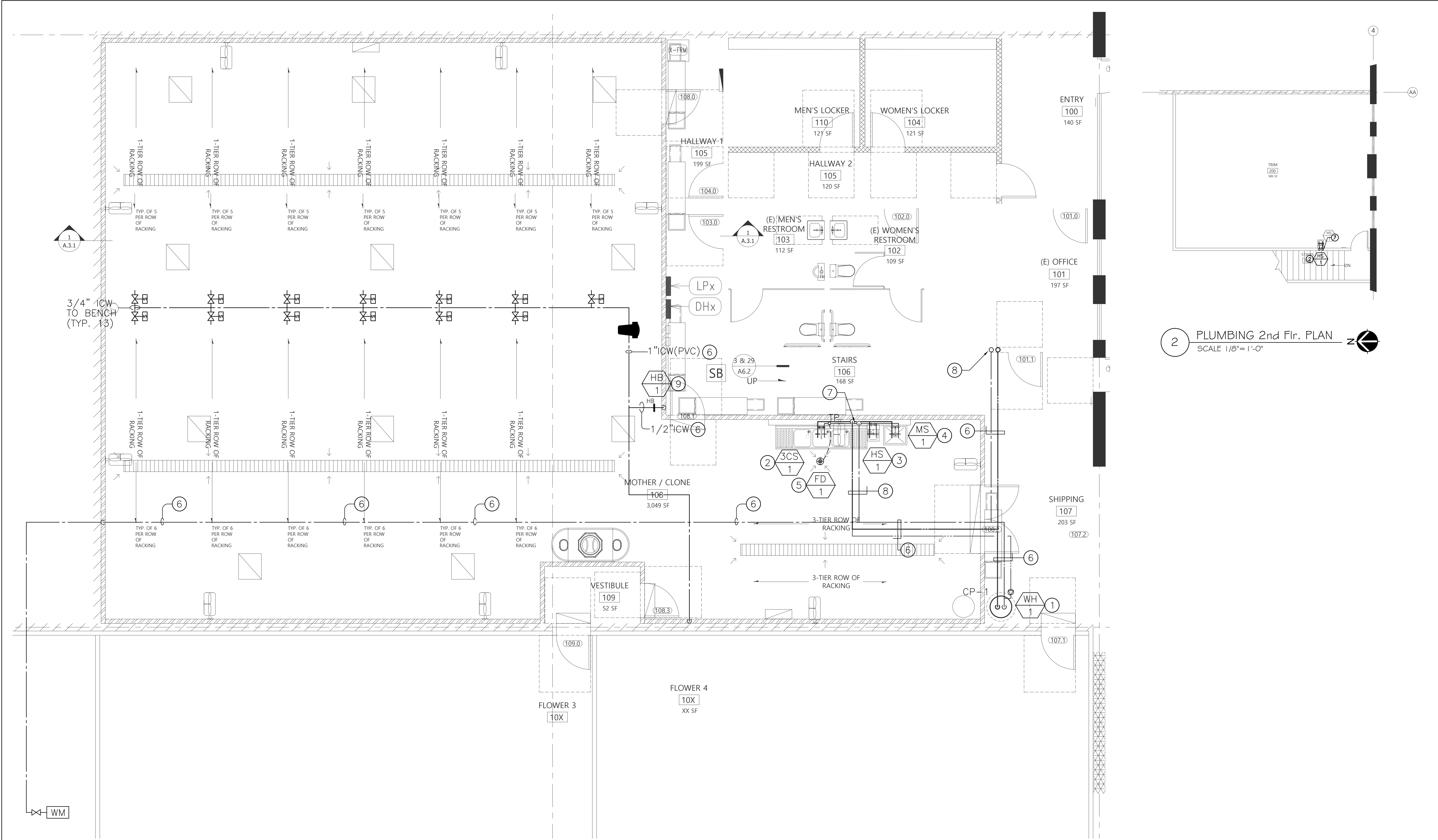
DATE:

SHEET TITLE:

LEGEND, NOTES AND
SCHEDULE

SHEET NO:

P-1.1



- SHEET NOTES
- 1

WATER HEATER SEE SHEET P-1.0 FOR SPECIFICATION.
- 2

3 COMP. SINK; PROVIDE 3/4"H&CW, 2"W, 1 1/2"V.
- 3

HAND SINK/SINK; PROVIDE 1/2"H&CW, 2"W, 1 1/2"V.
- 4

MOP SINK; PROVIDE 3/4"H&CW, 2"W, 1 1/2"V.
- 5

FLOOR DRAIN: PROVIDE 2"W, 1 1/2"V, 1 1/2"CW TO TP.
- 6

PIPE @ CEILING SPACE.
- 7

HOT & COLD WATER PIPE DOWN IN WALL.
- 8

HOT & COLD WATER PIPE UP THRU FLOOR ABOVE.
- 9

HOSE BIBB: PROVIDE 3/4"CW.

1

PLUMBING HOT AND COLD WATER PLAN

SCALE 1/4"= 1'-0"

2

PLUMBING 2nd Flr. PLAN

SCALE 1/8"= 1'-0"

Project Name & Address:

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North Hollywood, CA. 91605
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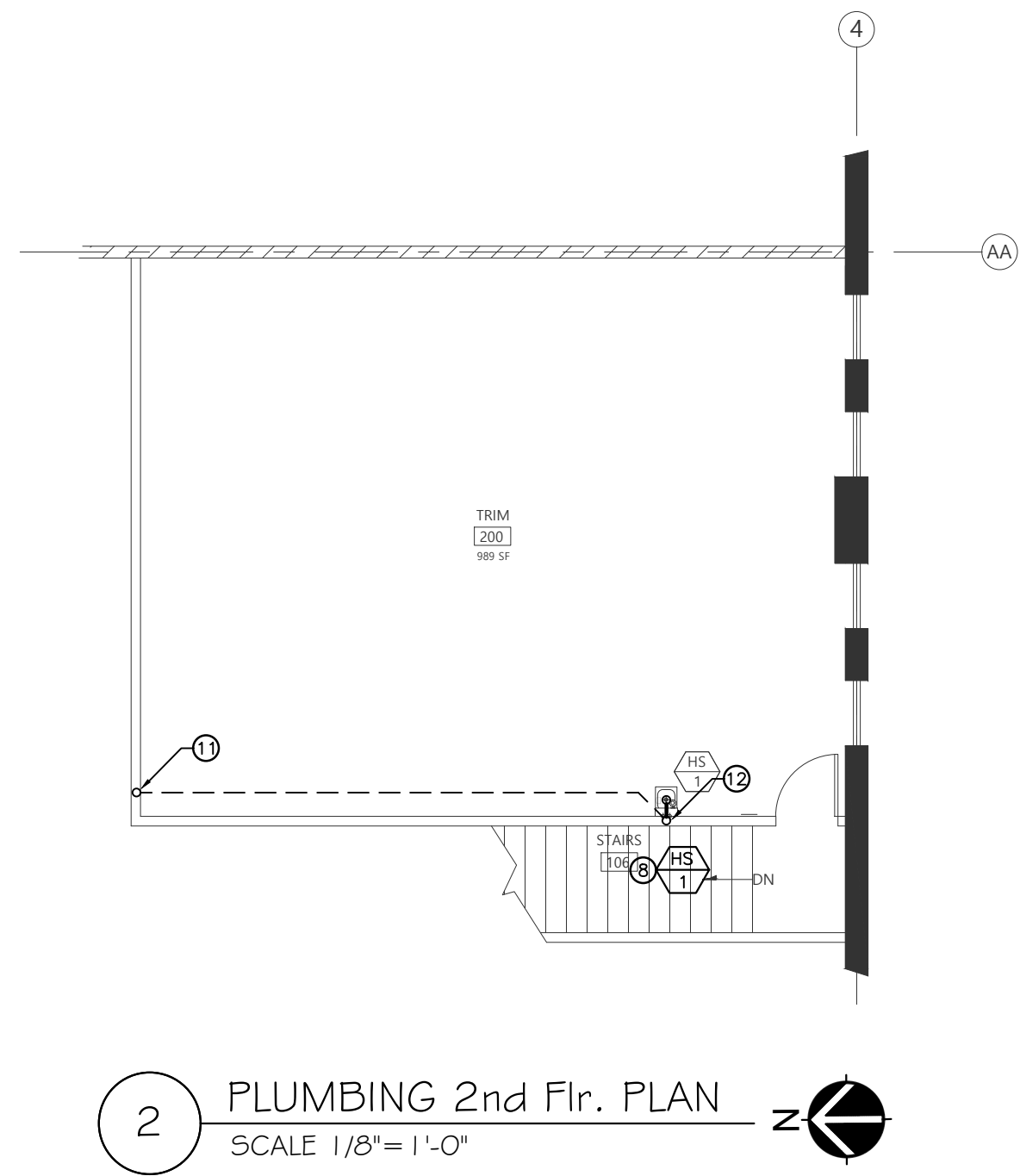
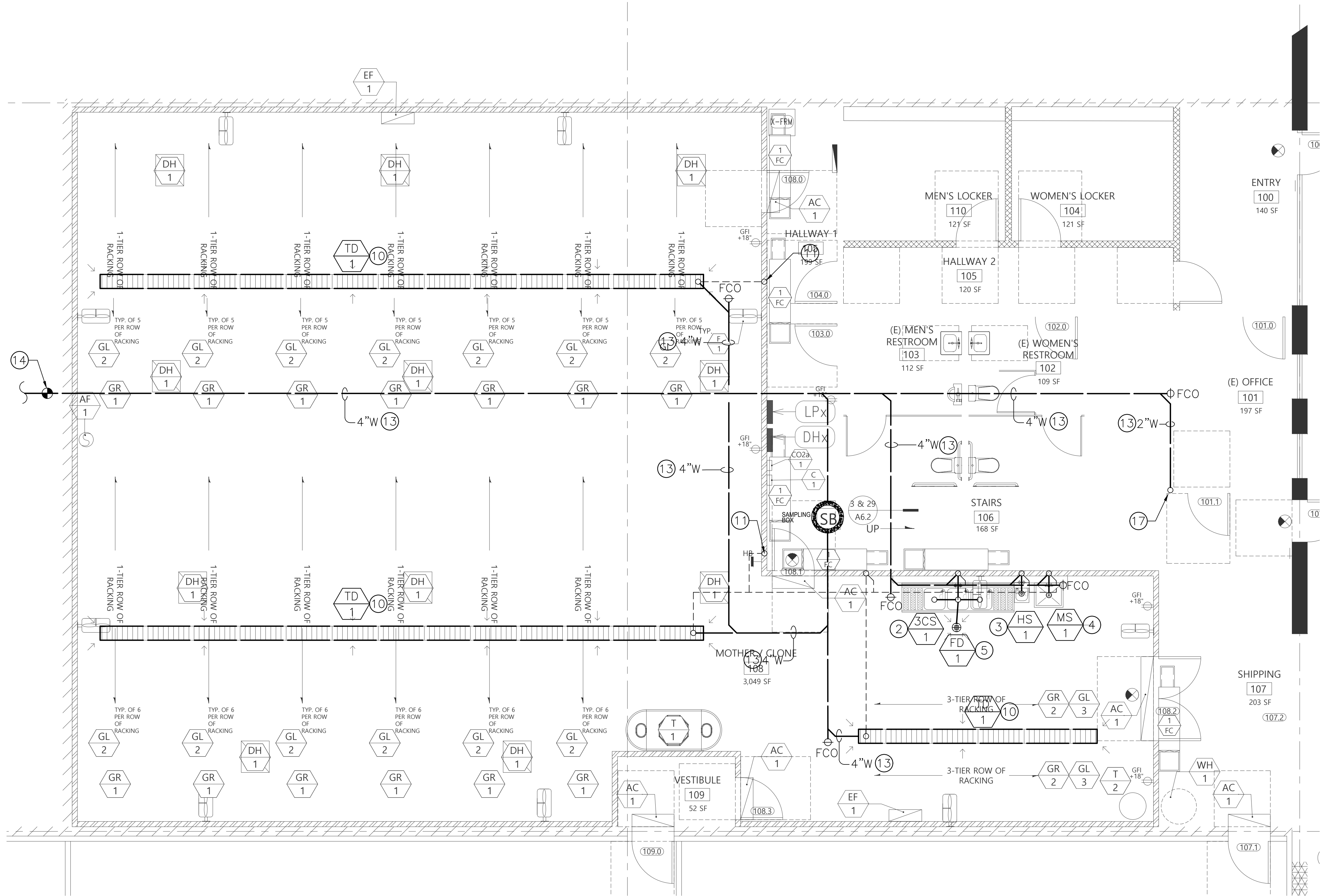
TENANT IMPROVEMENT OF
7109 TELEGRAPH RD.
MONTEBELLO, CA 90640

Seal:



PROJECT NO:
DRAWN BY:
CHK'D BY:
DATE:
SHEET TITLE:
PLUMBING
HOT AND COLD WATER PLAN

SHEET NO:
P-2.0



SHEET NOTES

- 1 NOT USED.
- 2 3 COMP. SINK: PROVIDE 3/4"H&CW, 2"W, 1 1/2"V.
- 3 HAND SINK/SINK: PROVIDE 1/2"H&CW, 2"W, 1 1/2"V.
- 4 MOP SINK: PROVIDE 3/4"H&CW, 2"W, 1 1/2"V.
- 5 FLOOR DRAIN: PROVIDE 2"W, 1 1/2"V, 1 1/2"CW TO TP.
- 6 PIPE @ CEILING SPACE.
- 7 HOT & COLD WATER PIPE DOWN IN WALL.
- 8 HOT & COLD WATER PIPE UP THRU FLOOR ABOVE.
- 9 HOSE BIBB: PROVIDE 3/4"CW.
- 10 TRENCH DRAIN: PROVIDE 4"W.
- 11 VENT THRU ROOF.
- 12 WASTE PIPE DOWN.
- 13 WASTE PIPE BELOW FLOOR.
- 14 POINT OF CONNECTION TO EXISTING 4" WASTEBELOW FLOOR FIELD VERIFY EXACT LOCATION, DEPTH AND SIZE UPON INSTALLATION.

1 PLUMBING WASTE AND VENT PLAN
SCALE 1/4"= 1'-0"

2" & 3" HORIZONTAL WASTE PIPE SLOPING @ 2%
4" HORIZONTAL WASTE PIPE SLOPING @ 1%

Project Name & Address:

TENANT IMPROVEMENT OF
7109 TELEGRAPH RD.
MONTEBELLO, CA 90640

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TEL. (818) 795-3487
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EMAIL ben.bfconsulting@att.net

Seal:



PROJECT NO:

DRAWN BY:

CHK'D BY:

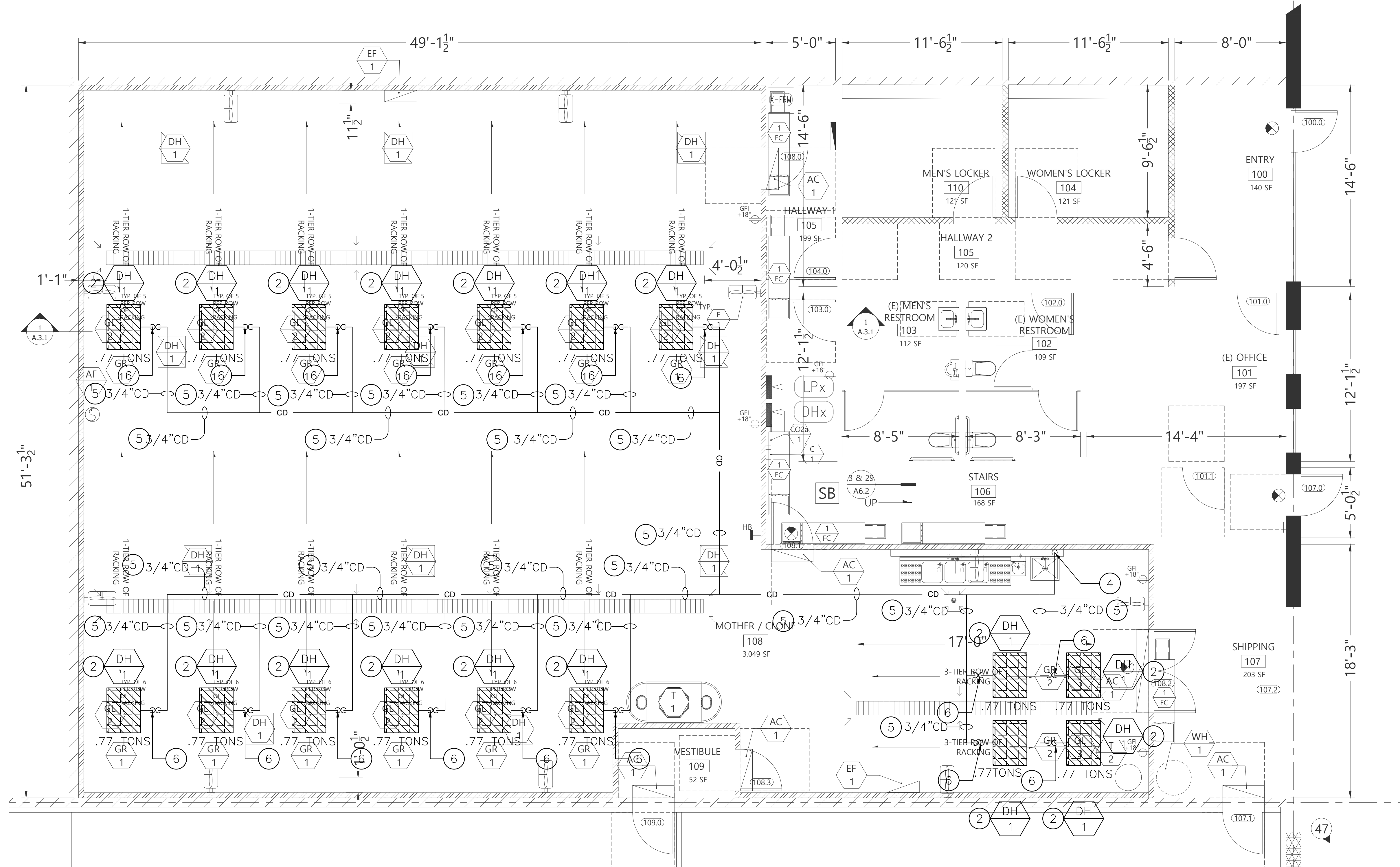
DATE:

SHEET TITLE:

PLUMBING
WASTE AND VENT PLAN

SHEET NO:

P-2.0



SHEET NOTES

- ① NOT USED.
- ② NEW THERMA-STOR QUEST DUAL DEHUMIDIFIER. SEE SHEET M-1.0 FOR SPECIFICATIONS.
- ③ NOT USED
- ④ 3/4" CD DOWN IN WALL AND CONNECT TO SS TAILPIECE.
- ⑤ 3/4" CD @ CEILING SPACE.
- ⑥ 3/4" CD FROM DEHUMIDIFIER.

1 PLUMBING FIRST FLOOR CONDENSATE DRAIN PLAN

SCALE: 1/8" = 1'-0"



Project Name & Address:

TENANT IMPROVEMENT OF
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MONTEBELLO, CA 90640

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Seal:



PROJECT NO:

DRAWN BY:

CHK'D BY:

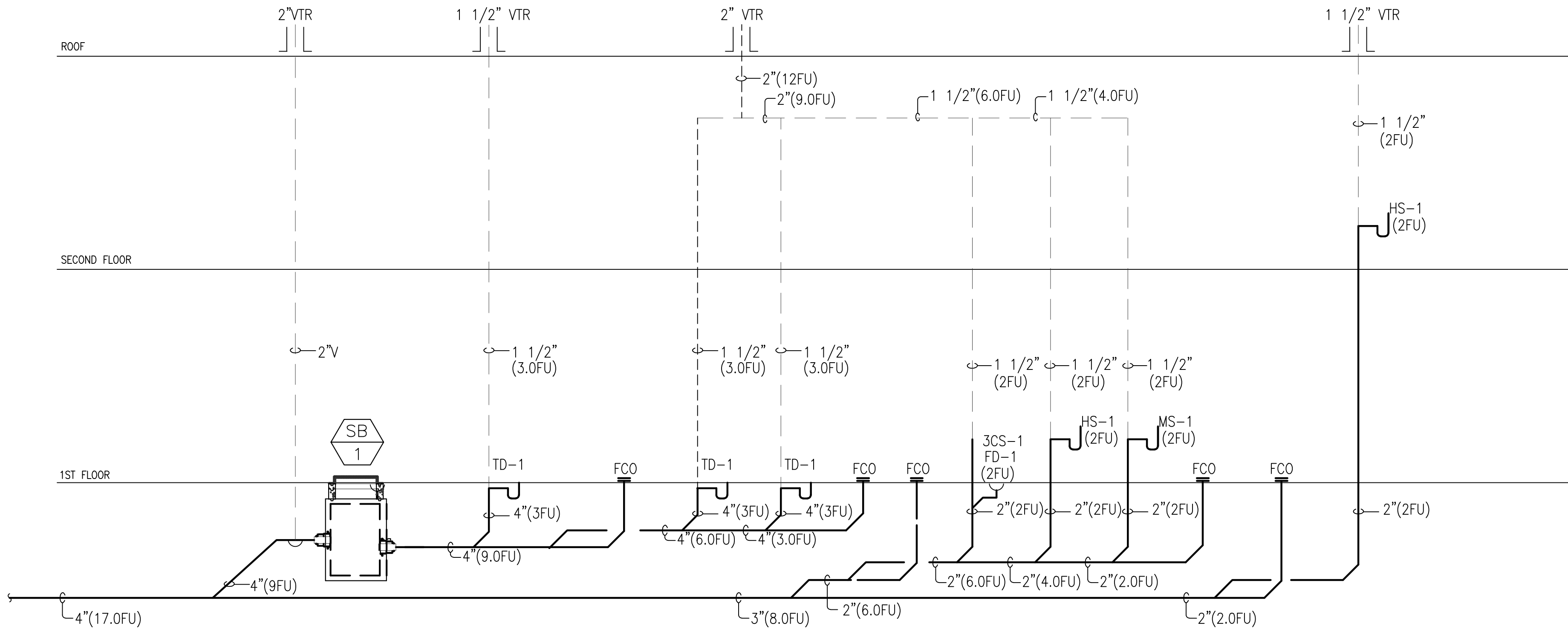
DATE:

SHEET TITLE:

PLUMBING FIRST FLOOR
CONDENSATE DRAIN PLAN

SHEET NO:

P-2.2



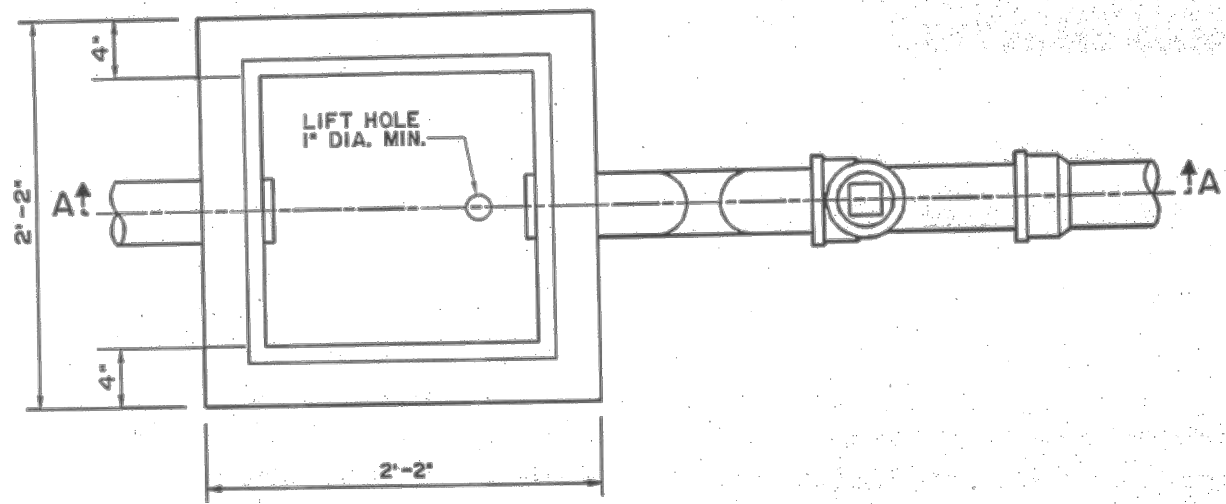
WASTE AND VENT RISER DIAGRAM
NOT TO SCALE

WASTE AND VENT PIPE SIZING CHART (PER 703.2 CPC)

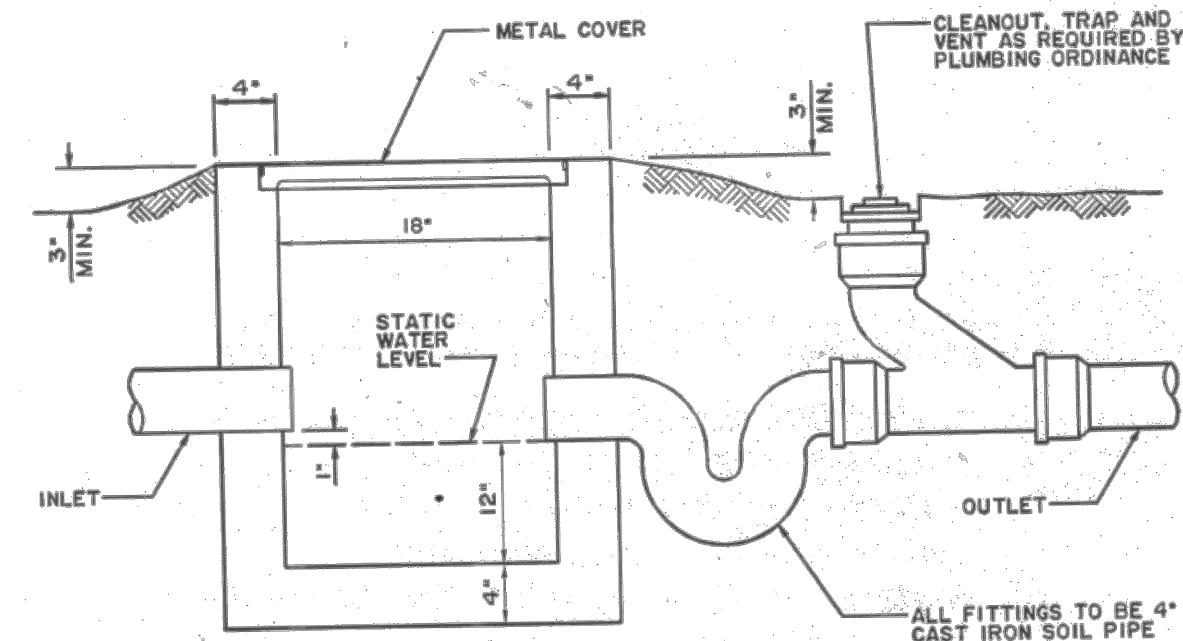
SIZE OF PIPE (INCHES)	1 1/4	1 1/2	2	3	4	5	6	8	10	12
DRAINAGE PIPING										
MAXIMUM UNITS										
VERTICAL	1	2 ²	16 ³	48 ⁴	256	600	1380	3600	5600	8400
HORIZONTAL	1	1	8 ³	35 ⁴	216 ⁵	428 ⁵	720 ⁵	2640 ⁵	4680 ⁵	8200 ⁵
DRAINAGE PIPING										
MAXIMUM LENGTH										
VERTICAL (FEET)	45	65	85	212	300	390	510	750		
HORIZONTAL (UNLIMITED)										
VENT PIPING										
HORIZONTAL&VERTICAL ⁶										
MAXIMUM UNITS	1	8 ³	24	84	256	600	1380	3600		
MAXIMUM LENGTHS (FEET)	45	60	120	212	300	390	510	750		

- NOTES:
- EXCLUDING TRAP ARM.
 - EXCEPT SINKS, URINALS, AND DISWASHERS - EXCEEDING 1 FIXTURE UNIT.
 - EXCEPT SIX-UNIT TRAPS OR WATER CLOSETS.
 - ONLY FOUR WATER CLOSETS OR SIX-UNIT TRAPS ALLOWED ON A VERTICAL PIPE OR STACK; AND NOT TO EXCEED THREE WATER OR SIX-UNIT TRAPS ON A HORIZONTAL BRANCH OR DRAIN.
 - BASED ON 1/4" PER FOOT SLOPE. FOR 1/8" PER FOOT SLOPE, MULTIPLY HORIZONTAL FIXTURE UNITS BY A FACTOR OF 0.8.
 - THE DIAMETER OF AN INDIVIDUAL VENT SHALL NOT BE LESS THAN 1 1/4" NOR LESS THAN ONE-HALF THE DIAMETER OF THE DRAIN TO WHICH IT IS CONNECTED. FIXTURE UNIT LOAD VALUES FOR DRAINAGE AND VENT PIPING SHALL BE COMPUTED FROM TABLE 702.1 AND TABLE 702.2(2). NOT TO EXCEED ONE-THIRD OF THE TOTAL PERMITTED LENGTH OF A VENT SHALL BE PERMITTED TO BE INSTALLED IN A HORIZONTAL POSITION. WHERE VENTS ARE INCREASED ONE PIPE SIZE FOR THEIR ENTIRE LENGTH, THE MAXIMUM LENGTH LIMITATIONS SPECIFIED IN THIS TABLE DO NOT APPLY. THIS TABLE IS IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 901.3.

- NOTE:
- 2" & 3" HORIZONTAL WASTE PIPE SLOPING @ 2%
 - 4" HORIZONTAL WASTE PIPE SLOPING @ 1%.



PLAN
WITH COVER REMOVED



SECTION A-A

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

SAMPLING BOX

APPROVED

5/31/1992

SHEET 1 OF 2

NOTES

- THE APPROVAL OF THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS MUST BE OBTAINED BEFORE INSTALLATION.
- IF INSTALLED OUTSIDE OF A BUILDING, ELEVATE THE SIDEWALLS ABOVE THE SURROUNDING GROUND SURFACE TO EXCLUDE STORM WATER.
- IF LOCATED INSIDE OF A BUILDING, THE TOP OF SAMPLING BOX MAY BE LEVEL WITH FLOOR PROVIDED THAT WASTE ENTERS THROUGH INLET PIPE ONLY.
- ALL SURFACE WATER MUST DRAIN AWAY FROM SAMPLING BOX TO EXCLUDE RAINWATER FROM THE PUBLIC SEWER.
- STRUCTURE NOT FOR TRAFFIC LOADING.
- THIS FACILITY TO BE CONSTRUCTED OF PORTLAND CEMENT CONCRETE.

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

SAMPLING BOX

STANDARD PLAN

2044-0

SHEET 2 OF 2

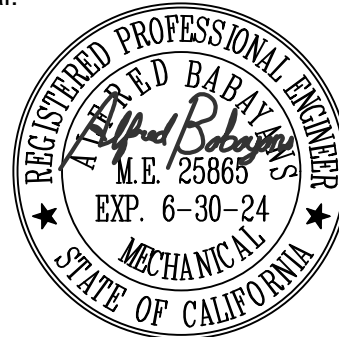
Project Name & Address:

TENANT IMPROVEMENT OF
7109 TELEGRAPH RD.
MONTEBELLO, CA 90640

BF Consulting Design
Consulting Mechanical Electrical
and Plumbing Engineers

12200 Stagg Street
North Hollywood, CA 91605
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MOBILE (818) 795-3487
EMAIL ben.bfconsulting@att.net

Seal:



PROJECT NO:

DRAWN BY:

CHK'D BY:

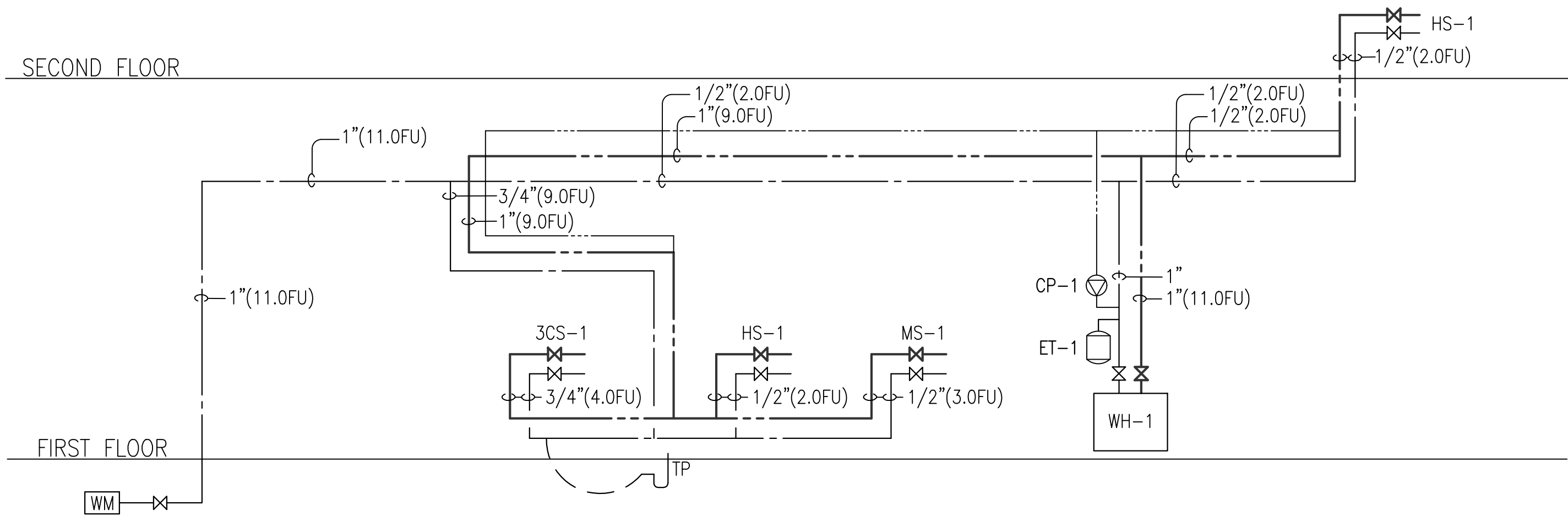
DATE:

SHEET TITLE:

RISER DIAGRAM

SHEET NO:

P-4.0



HOT AND COLD WATER RISER DIAGRAM
NOT TO SCALE

PIPE SIZING CHART			
TYPE "L" PIPE 8.0 PSI/100'		MAXIMUM F.U. ALLOWABLE	
SIZE	FLUSH TANK (HW)	FLUSH TANK (CW)	FLUSH VALVE
1/2"	3	3	—
3/4"	8	10	—
1"	16	23	—
1 1/4"	28	51	12
1 1/2"	46	103	35
2"	119	254	132
2 1/2"	245	455	329
3"	406	719	666
3 1/2"	585	1091	1091
4"	840	1668	1668

Project Name & Address:

T E N A N T I M P R O V E M E N T O F
7109 TELEGRAPH RD.
M O N T E B E L L O , C A 9 0 6 4 0

BF Consulting Design
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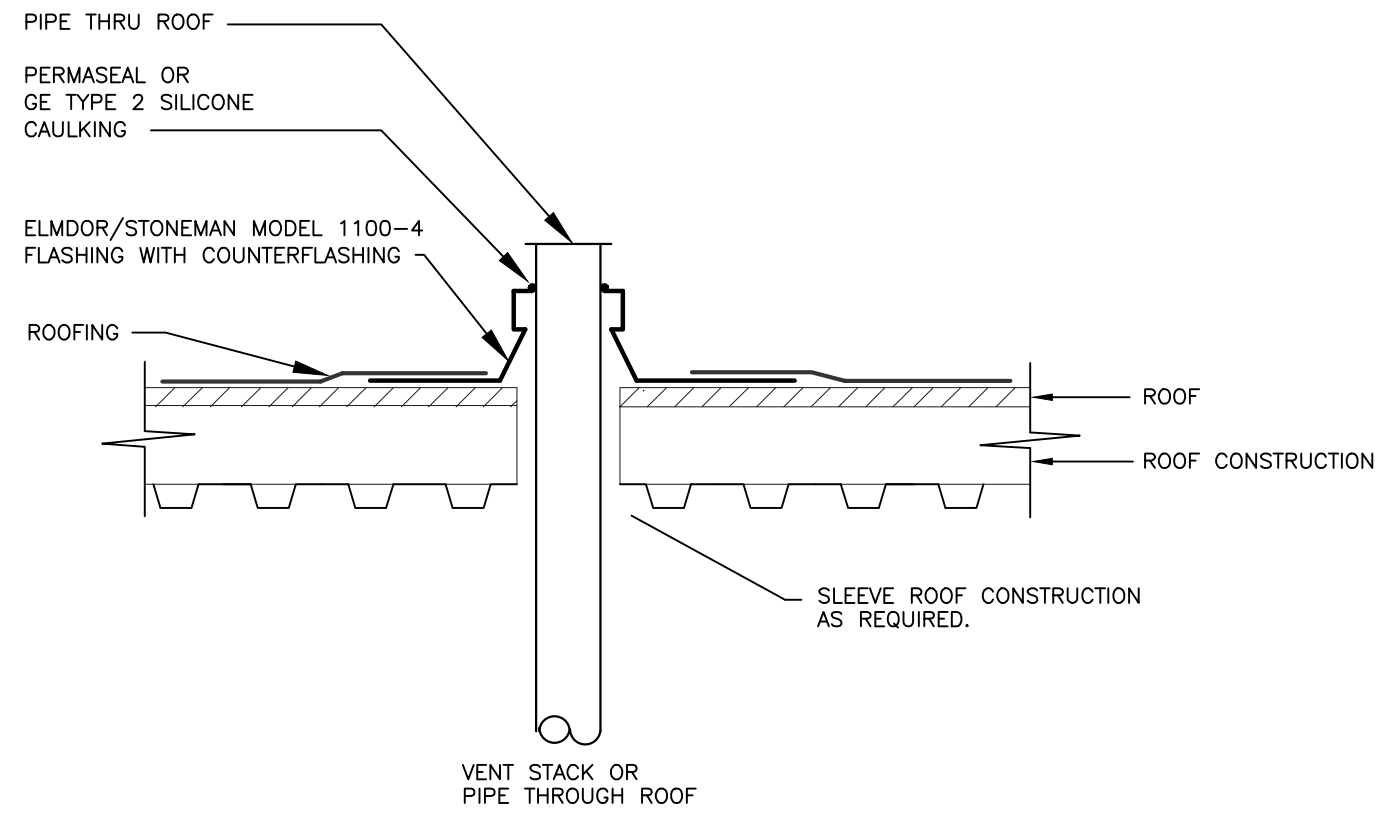
DATE:

SHEET TITLE:

HOT AND COLD WATER
RISER DIAGRAM

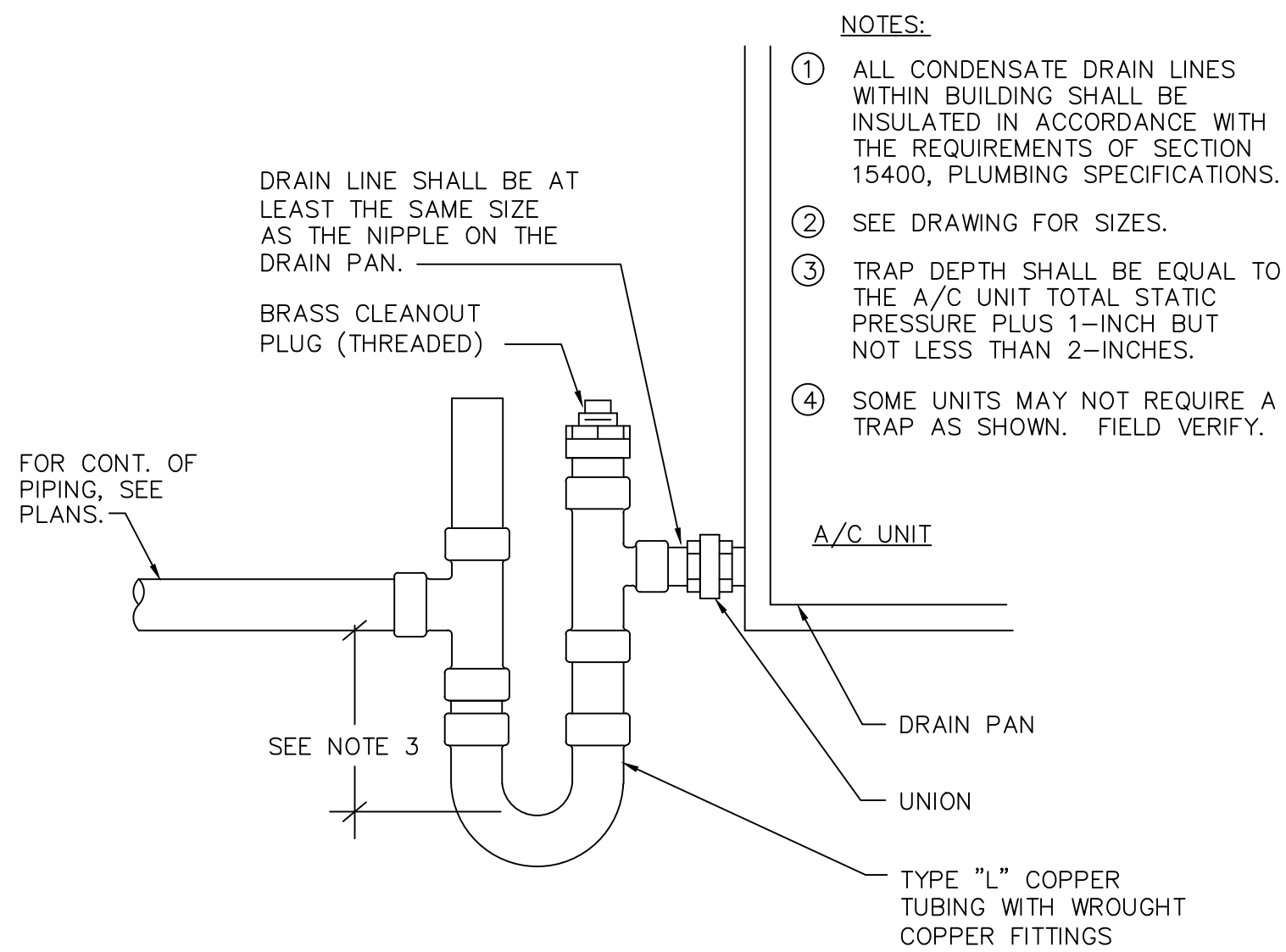
SHEET NO:

P-4.1



VENT THRU ROOF DETAIL

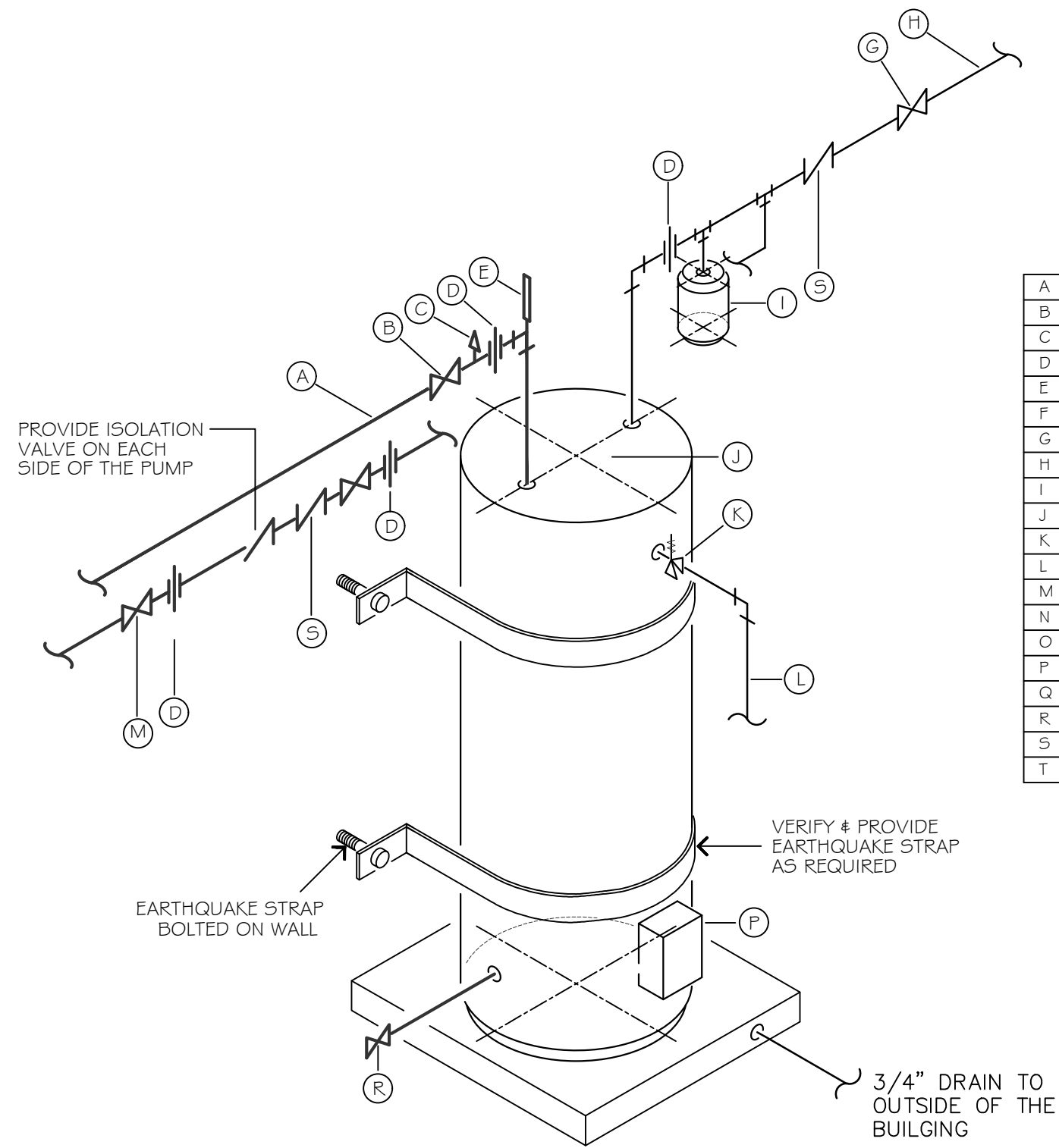
SCALE: NONE 1



- NOTES:
- 1 ALL CONDENSATE DRAIN LINES WITHIN BUILDING SHALL BE INSULATED IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 15400, PLUMBING SPECIFICATIONS.
 - 2 SEE DRAWING FOR SIZES.
 - 3 TRAP DEPTH SHALL BE EQUAL TO THE A/C UNIT TOTAL STATIC PRESSURE PLUS 1-INCH BUT NOT LESS THAN 2-INCHES.
 - 4 SOME UNITS MAY NOT REQUIRE A TRAP AS SHOWN. FIELD VERIFY.

CONDENSATE DRAIN DETAIL

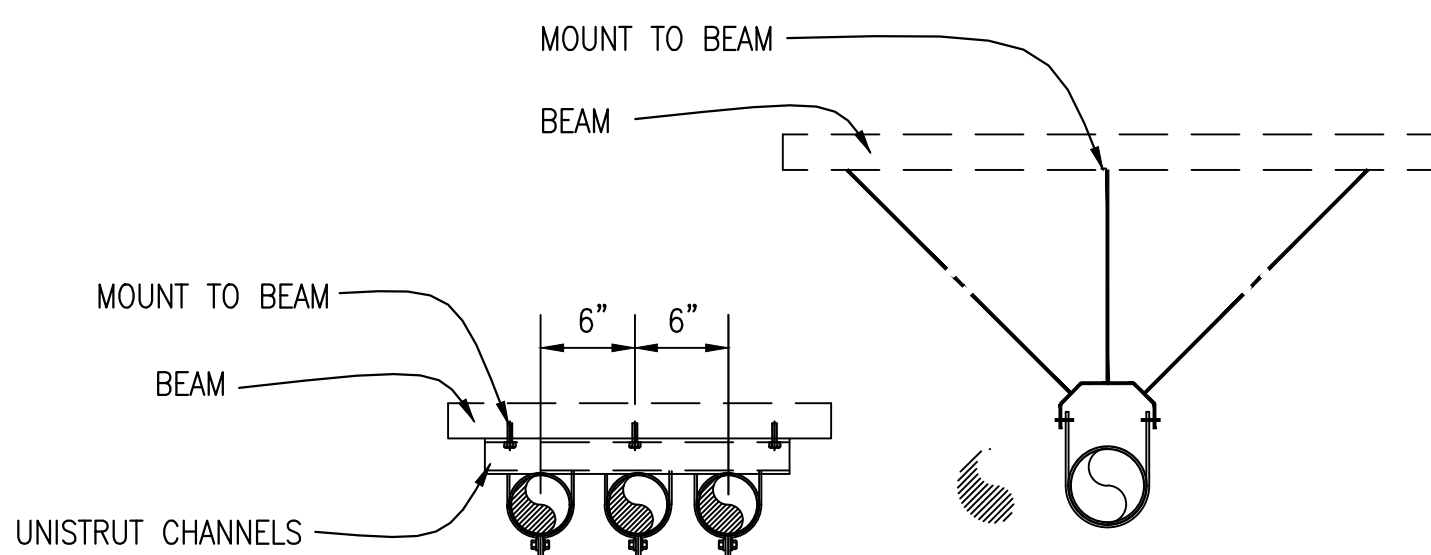
SCALE: NONE 2



A	HOT WATER OUTLET PIPE
B	OUTLET WATER SHUT OFF VALVE
C	AUTOMATIC AIR VENT
D	UNION
E	THERMOMETER
F	
G	INLET WATER SHUT OFF VALVE
H	COLD WATER INLET PIPE
I	EXPANSION TANK
J	
K	PRESSURE & TEMP. RELIEF VALVE
L	RELIEF VALVE DRAIN LINE
M	RETURN WATER SHUT OFF VALVE
N	
O	
P	THERMOSTAT
Q	PIPE CAP
R	DRAIN VALVE
S	CHECK VALVE
T	

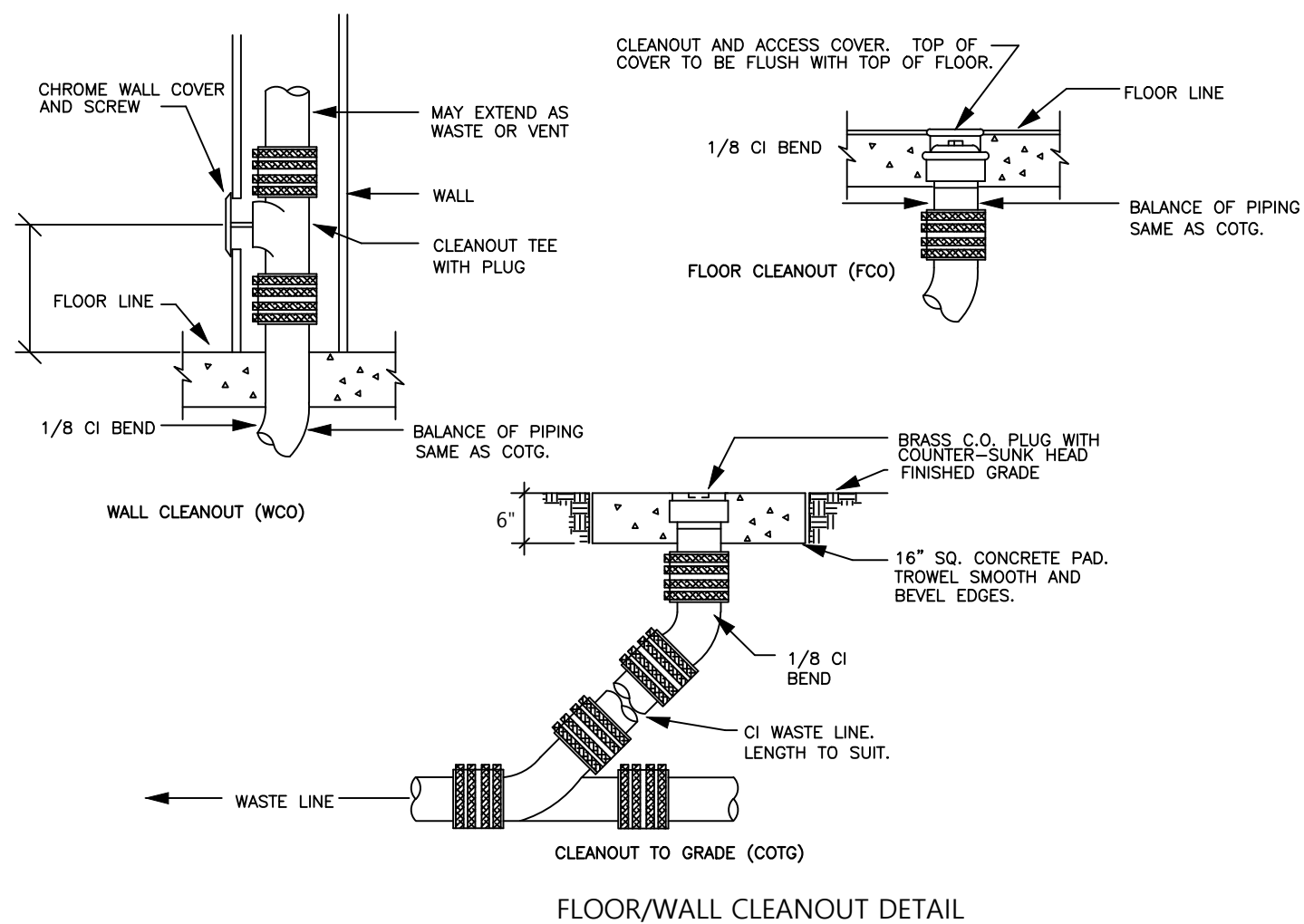
TYP. STORAGE TANK WATER HEATER DETAIL

SCALE: NONE 4



PIPE SUPPORT BELOW ROOF

SCALE: NONE 3



FLOOR/WALL CLEANOUT DETAIL

SCALE: NONE 5

NOT USED

SCALE: NONE 6

Project Name & Address:

TENANT IMPROVEMENT OF
7109 TELEGRAPH RD.
MONTEBELLO, CA 90640

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12200 Stagg Street
North Hollywood, CA. 91605
TEL. (818) 795-3487
MOBILE (818) 795-3487
EMAIL: ben.bfconsulting@att.net

Seal:



PROJECT NO:

DRAWN BY:

CHK'D BY:

DATE:

SHEET TITLE:

PLUMBING DETAILS

SHEET NO:

P-5.0

Notice of CEQA Exemption

Exhibit C

To:

County of Los Angeles
Registrar-Recorder/County Clerk
12400 Imperial Highway
Norwalk, CA 90650

From:

City of Montebello
Planning & Community Development Department
1600 W. Beverly Blvd.
Montebello, CA 90640

Lead Agency: City of Montebello Planning and Community Development Department

Project Title: Modification to existing Conditional Use Permit

Project Location: 7109 Telegraph Road, Montebello, CA 90640

Case Number(s): CUP-16-19-M2 & ENV No. 3-23-CE

Description of Nature, Purpose, and Beneficiaries of Project: Modification to existing Conditional Use Permit 16-19 (“CUP”) Case No. 16-19-M2 to increase the square footage of the current cannabis cultivation operations from 21,290 square feet to 25,820 square feet for the property located at 7107 and 7117 Telegraph Road consisting of indoor cannabis cultivation, manufacturing, distribution, and non-store front delivery to the adjacent 4,530 square feet office space located at 7109 Telegraph Road (“Project Site”) within an existing commercial building.

Name of the Public Agency Approving the Project: City of Montebello

Name of Person or Agency Carrying Out the Project: Rand Kruse on behalf of Strategic Solutions, LLC., (“Property Owner”)

Exempt Status (*check one*)

- ☐ Ministerial (Sec. 21080(b)(1); 15268(b)(3))
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☒ Categorical Exemption. State type and section number: Class 1- CEQA Guidelines Section 15301 (Existing Facilities)
☐ Statutory Exemptions. State code number:

Justification for Project Exemption:

The Project is Categorically Exempt per CEQA Guidelines §15301 - Class 1 (Existing Facilities. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion or existing or former use. Per Subsection (e), it states that the exemption applies to additions to existing structures that will not result in an increase of more than (1) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, which ever is less; or (2) 10,000 square feet if the project is located in an area that is not environmentally sensitive. This proposed project is adding an additional 4,530 square foot from existing space in an area that is not environmentally sensitive. There is no additional building footprint being added.

Lead Agency Contact Person: Joseph A. Palombi, Director of Planning & Community Development

Area Code/Telephone/Extension: (323) 887-1200

If filed by applicant, attach certified document issued by the Planning and Community Development Department stating that the Department has found the project to be exempt.

Signature: _____ **Date:** _____ **Title:** _____

☒ Signed by Lead Agency

☐ Signed by Applicant

**CITY OF MONTEBELLO
AMENDMENT NO. 1 TO AGREEMENT 3678**

**FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL
CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 16-19**

THIS FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 16-19 (the "First Amendment") is entered into this _____ day of November, 2021, by and between the CITY OF MONTEBELLO ("City"), a California municipal corporation, SB MONTEBELLO INVESTMENTS, LLC ("Owner"), a California limited liability company, and STRATEGIC SOLUTIONS, LLC, ("Assignee/New Owner"), a California limited liability company. Owner may also be referred to herein as "Assignor". City, Owner, Assignee/New Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party."

The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this First Amendment to, and Assignment and Assumption of, Commercial Cannabis Development Agreement No. 16-19.

RECITALS

A. **WHEREAS**, on February 14, 2018, Ordinances No. 2399 and No. 2400 came into effect authorizing specified commercial cannabis activities within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions.

B. **WHEREAS**, on June 13, 2018, Ordinances No. 2404 and No. 2405 came into effect amending specified commercial cannabis activities authorized by Ordinances No. 2399 and No. 2400 within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions.

C. **WHEREAS**, no such commercial cannabis activities are allowed or authorized in the City without a Conditional Use Permit, a Development Agreement, and all requirements pursuant to Montebello Municipal Code Chapters 5.90 and 17.71.

D. **WHEREAS**, on March 4, 2019, Owner applied to this City for a Conditional Use Permit (*hereinafter* "CUP") to conduct commercial cannabis activities.

E. **WHEREAS**, after conducting a duly noticed CUP hearing on July 2, 2019, in conjunction with the City's applicable ordinances and resolutions, the Planning Commission of the City reviewed, considered and approved environmental clearance and approved the execution of CUP NO. 16-19.

F. **WHEREAS**, on August 5, 2019, the City Council of the City of Montebello approved the execution of "COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 16-19 BETWEEN THE CITY OF MONTEBELLO AND SB MONTEBELLO INVESTMENTS, LLC," (the "Development Agreement").

G. **WHEREAS**, Article 19 of the Development Agreement, "Assignment by Owner," prohibits the transfer, delegation, sublet or assignment by Owner of any portion of Owner's interests, rights, duties, and obligations described in Development Agreement without prior written

consent and approval by the City, as required under Montebello Municipal Code Chapters 5.90 and 17.71.

H. **WHEREAS**, pursuant to Article 19 of the Development, the proposed transferee is required to show proof of lawful possession or transfer of possession of the applicable location, and assume all interests, rights, duties and obligations in the CUP.

I. **WHEREAS**, it is the intention of SB MONTEBELLO INVESTMENTS, LLC ("Assignor") to transfer, sell and assign 100% of its interest to the Development Agreement and CUP to STRATEGIC SOLUTIONS, LLC. ("Assignee"), becoming 100% owner of the Development Agreement and CUP, with the legal limitations that the CUP runs with the land, here, specifically, with real property as discussed herein.

J. **WHEREAS**, Assignor intends to assign, and Assignee intends to assume, all assignable interests, rights, duties and obligations under the Development Agreement and the CUP.

K. **WHEREAS**, in accordance with the terms of the Development Agreement, including Article 19, Owner/Assignor and Assignee have provided to the City of Montebello a written application form to a modification to the Development Agreement and CUP for City's consent to assignment and change of ownership. The City has received application for modification materials, information and requisite fees it deems sufficient, appropriate and complete for the purpose of determining that Assignee is a qualified applicant for purposes of the foregoing terms of the Development Agreement and the CUP, including showing the requisite proof of lawful transfer and holding of legal or equitable interest in real property considered in the Development Agreement and CUP, located at 7101 and 7117 Telegraph Road with Assessor Parcel Numbers 6354-024-032, and 037 ("Property" or "Site").

L. **WHEREAS**, this First Amendment is intended to meet the requirements of Article 19 of the Development Agreement and applicable Montebello Municipal Code provisions regulating an assignment and assumption agreement between Assignor and Assignee, and is executed with the consent of City of Montebello as contemplated in the Development Agreement.

M. **WHEREAS**, on November 10, 2021, the City Council of the City of Montebello reviewed, considered, and approved this FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 16-19, by and between the CITY OF MONTEBELLO, Assignor SB MONTEBELLO INVESTMENTS, LLC, and Assignee STRATEGIC SOLUTIONS, LLC.

N. **WHEREAS**, all procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied as the City previously found that the proposed project was Categorically Exempt from California Environmental Quality Act (CEQA) requirements under provisions of CEQA Guidelines **Section 15301** – Existing Facilities as change of ownership does not have any further environmental impact from what was previously found by the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

Section 1: Recitals.

The Recitals above are true and correct and are hereby incorporated into and made a part of this First Amendment. In the event of any inconsistency between the Recitals and the provisions of this First Amendment, herein below, said provisions of this First Amendment shall prevail.

Section 2: Assignment and Assumption of Development Agreement and corresponding Conditional Use Permit.

2.1. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's rights, interests, duties, burdens and obligations under the Development Agreement and the Conditional Use Permit (also referred herein as "Assignable Rights").

2.2. Assignee hereby assumes all of the rights, interests, duties, burdens and obligations of Assignor under the Development Agreement and Conditional Use Permit, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement, and respective Conditional Use Permit, and to be subject to all the terms and conditions thereof, with respect to the Property and Assignable Rights. It is the express intention of Assignor and Assignee that, upon the execution of this First Amendment, Assignee shall become substituted for Assignor as the "Owner" under the Development Agreement and the corresponding Conditional Use Permit in relation to the Property.

2.3. This First Amendment shall take effect and be binding only upon City of Montebello City Council's consent to and approval of the First Amendment, and as further outlined hereinbelow under Section 5.

2.4. Assignee represents and warrants that it has reviewed and is familiar with the terms and conditions of the Development Agreement and the Conditional Use Permit. Assignee acknowledges that the Assignable Rights are as set forth within the Development Agreement, the Conditional Use Permit, and the duties of Assignor thereunder and the duties of Assignee hereunder, as between Assignee and the City, shall be without reference to any underlying agreements or understandings that may exist between Assignee, Assignor, or any other party with respect to the subject matter hereof, and that the City is not party to such other agreements.

2.5. All the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

2.6. Exhibits: Assignee has caused the re-execution, re-incorporation, and/or submittal of the following Exhibits, which are deleted in their entirety from the Development Agreement and are incorporated herein by this reference and shall be inserted in lieu thereof.

2.6.a. Exhibit D: Recorded Grant Deed or Executed Lease Agreement

2.6.b. Exhibit E: Property Owner Signed and Notarized Consent Form

2.6.c. Exhibit F: Conditions of Approval

2.6.d. Exhibit G: Labor Peace Agreement or Notarized Statement of Intent

Section 3: Amendments to Development Agreement. The following articles, sections, paragraphs or portions of the Development Agreement are hereby amended to read as follows:

3.1. The Entirety of the Development Agreement: "SB MONTEBELLO INVESTMENTS, LLC" shall be stricken and deleted throughout the entire Development Agreement, and shall be replaced with "STRATEGIC SOLUTIONS, LLC."

3.2. Section 2.b. Government Code and Municipal Code Required Elements; Owner and Other Person with Legal or Equitable Interest.

Owner: **STRATEGIC SOLUTIONS, LLC**

Nature of Interest: *Lease for 10 years, expiring on December 31, 2029 with an option to purchase 50% interest in the property*

A true and correct copy of a recorded grant deed, or executed lease agreement, is attached hereto as Exhibit D, and incorporated herein by this reference.

If Owner is not the fee simple owner of the Site, check box below:

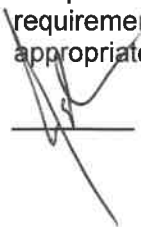
[x] Owner represents and warrants that the property owner has consented in writing to the execution of this Agreement against the Site. [See also attached Property Owner Signed and Notarized Consent Form wherein the property owner has acknowledged reading Montebello Municipal Code Chapters 5.90 and 17.71, incorporated herein by this reference (Exhibit E).]

3.3. Section 6.c. Community Relations, Employment, and Wages; Designation of Community Relations Liaison.

Pursuant to Montebello Municipal Code Chapters 5.90 and 17.71, including, Commerce Municipal Code Section 5.61.300, at the time of this First Amendment, Owner's day-to-day operations manager, Craig Yamasaki, will be responsible for community inquiries and complaints and on-site management during normal business hours.

3.4. Section 6.d. Community Relations, Employment, and Wages; Interface with Montebello Municipal Code / Inspections.

Owner's day-to-day operations manager, and/or the Owner's Community Relations Liaison, Craig Yamasaki, will interface with the Montebello Police Department's assigned designee to ensure its operation complies with state and local laws and regulations. The City Manager, or designee, or the Montebello Police Department's assigned designee acting at the City Manager's request and per his or her specific and limiting instructions, shall have the right to enter all portions of the Site from time to time unannounced during hours of operation for the purpose of making reasonable inspections to observe and enforce compliance with this Agreement and Applicable Cannabis Laws, without the requirement of a search warrant, subpoena, or court order, and subject to appropriate cost recovery fees set forth in this Agreement, or adopted by the City.



Owner's Initials

3.5. Section 17. CUP Conditions of Approval.

Restatement of Compliance with CUP Conditions of Approval. New Owner and Assignee, collectively, STRATEGIC SOLUTIONS, LLC, shall comply with all conditions of approval of the City-issued CUP, as reflected and memorialized in Exhibit F, "Conditions of Approval," of the Development Agreement, and as also incorporated herein to this First Amendment, by this reference. If there is any conflict between a term of the Development Agreement, this First Amendment, and a condition of approval of the City-issued CUP, then the most restrictive shall apply.

3.6. Section 21. Notice.

Any notice or communication required hereunder between City and Owner must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:	City of Montebello 1600 W. Beverly Boulevard Montebello, California 90640 Attention: City Manager
With a copy to:	City Attorney 13181 Crossroads Parkway North Suite 400 – West Tower City of Industry, California 91746
If to Owner:	Craig Yamasaki 21800 Oxnard Street, Suite 460 Woodland Hills, CA 91367
If to Landlord:	Jack Bhasin c/o SB Montebello Investments, LLC 14447 Firestone Blvd. La Mirada, CA 90638

Section 4: Effect of First Amendment and Continued Effectiveness of Development Agreement. Except as expressly modified herein, the Development Agreement shall remain in full force and effect, and all the terms and provisions of the Development Agreement are hereby reaffirmed. The provisions of this First Amendment are severable and separate, and should a legal challenge be brought challenging the First Amendment, including but not limited to, an action or proceeding – in equity or in law - such challenge shall in no way affect or impact the continued validity and existence of the Development Agreement.

Section 5: Effective Date. “First Amendment Effective Date” means the date on which all of the following are true: (i) this First Amendment has been signed by all Parties; (ii) the new applicant Owners have cleared all background check(s), and any related background verification(s), consistent with, and as required by, the City’s laws and policies; (iii) all complete information and documentation supporting the application for this First Amendment have been submitted to the City; and (iv) Exhibits to this First Amendment are finalized, and same have been executed and/or notarized by all affected Parties (if applicable), and are attached hereto; provided, however, that if these conditions have not been fully satisfied by the Owner and/or Assignee/New Owner, the Effective Date may not thereafter occur and this First Amendment may not thereafter become effective.

Section 6: Authority to Sign. Each Party or responsible officer or governing body therefore, has read this First Amendment and understands and knows the contents thereof, and represents and warrants that each of the officers, members, or agents executing this First Amendment on behalf of their respective corporations, partnerships, or other organizations is authorized and empowered to do so and hereby binds the respective corporation, partnership, or other organization.

IN WITNESS HEREOF, the Parties hereto have executed this First Amendment as of the dates herein below.

[Signatures on the following page]

CITY OF MONTEBELLO



Kimberly Cobos-Cawthorne
Mayor

Date: 11/10/2021

SB MONTEBELLO INVESTMENTS, LLC



Jagjit S. Bhasin
Managing Member
[Assignor/Owner]

Date: 11/10/2021

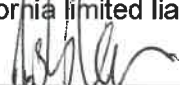
STRATEGIC SOLUTIONS, LLC



Craig Yamasaki
Managing Member
[Assignee/New Owner]

Date: 11/10/21

LESSOR:
SB MONTEBELLO INVESTMENTS, LLC,
a California limited liability company

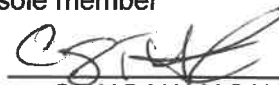
By: 

JACK BHASIN
Its: Managing Member

LESSEE:
STRATEGIC SOLUTIONS LLC,
a California limited liability company

BY: DOS PASOS LLC,

a California limited liability company,
its sole member

By: 

CRAIG YAMASAKI
Its: Managing Member

APPROVED AS TO FORM:



City Attorney
City of Montebello

Date: 11-29-2021

EXHIBIT “D”

RECORDED GRANT DEED OR EXECUTED LEASE AGREEMENT



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

1. Basic Provisions ("Basic Provisions").

1.1 Parties. This Lease ("Lease"), dated for reference purposes only December 4, 2019, is made by and between SB MONTEBELLO INVESTMENTS, LLC, a California limited liability company ("Lessor") and SCOTT KAWASAKI, an individual, and EDWARD CHOI, an individual (together, "Lessee"), (collectively the "Parties," or individually a "Party").

1.2 Premises: That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, city, state, zip): 7107 and 7117 Telegraph Road, Montebello, CA 90640 ("Premises"). The Premises are located in the County of Los Angeles, and are generally described as (describe briefly the nature of the property and, if applicable, the "Project," if the property is located within a Project): approximately 21,290 square feet at the above-referenced addresses, with APNs 6354-024-032 and 6354-024-037. (See also Paragraph 2)

1.3 Term: ten (10) years and zero (0) months ("Original Term") commencing January 1, 2020 ("Commencement Date") and ending December 31, 2029 ("Expiration Date"). (See also Paragraph 3)

1.4 Early Possession: If the Premises are available Lessee may have non-exclusive possession of the Premises commencing _____ ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 Base Rent: \$47,000 per month ("Base Rent"), payable on the 1st day of each month commencing March 1, 2020. (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 51.

1.6 Base Rent and Other Monies Paid Upon Execution:

(a) Base Rent: \$47,000 for the period 1/1/2020 through 2/29/2020 (Base Rent is 50% abated for this period of the Original Term only).

(b) Security Deposit: \$10,000 ("Security Deposit"). (See also Paragraph 5)

(c) Association Fees: \$7,722 for the period 1/1/2020 through 2/29/2020.

(d) Other: _____ for _____.

(e) Total Due Upon Execution of this Lease: \$64,722.

1.7 Agreed Use: Retail Sale, cultivation, and distribution of medical and adult-use cannabis and related products subject to Lessee obtaining all required local permits, authorizations, state licenses, consents, and approvals. (See also Paragraph 6)

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

1.9 Real Estate Brokers. (See also Paragraph 15 and 25)

(a) Representation: Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)");

Lessor's Brokerage Firm _____ License No. _____ is the broker of (check one): ☐ the Lessor; or ☐ both the Lessor and Lessor (dual agent).

Lessor's Agent _____ License No. _____ is (check one): ☐ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessor's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm _____ License No. _____ is the broker of (check one): ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent _____ License No. _____ is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

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

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

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

☒ an Addendum consisting of Paragraphs 51 through 51;

☐ a plot plan depicting the Premises;

☐ a current set of the Rules and Regulations;

☐ a Work Letter;

☐ other (specify): _____.

2. Premises.

2.1 Letting. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for

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purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE:** Lessee is advised to verify the actual size prior to executing this Lease.

2.2 Condition. Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, sump pumps, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "Building") shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 Compliance. Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("Applicable Requirements") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE:** Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed. If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and an amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

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

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

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

3. Term.

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

3.2 Early Possession. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

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

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

4. Rent.

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

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

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

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the Initial Security Deposit bore to the Initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

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

6.2 Hazardous Substances.

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

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does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

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

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

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

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

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

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

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of a written request therefor. In addition, Lessee shall provide Lessor with copies of its business license, certificate of occupancy and/or any similar document within 10 days of the receipt of a written request therefor.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of a written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

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

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7.1 Lessee's Obligations.

(a) In General. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), foundations, ceilings, roofs, roof drainage systems, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

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

(c) Failure to Perform. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

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

7.2 Lessor's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises.

7.3 Utility Installations; Trade Fixtures; Alterations.

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

(b) Consent. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 months' Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

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

7.4 Ownership; Removal; Surrender; and Restoration.

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

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

(c) Surrender; Restoration. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements,

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parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

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

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

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

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence, and Lessee shall be liable for such deductible amount in the event of an insured loss.

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

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

8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.

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

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

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

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

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

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

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

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

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

9. Damage or Destruction.

9.1 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Real Property Taxes.**

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

10.2 **Payment of Taxes.** In addition to Base Rent, Lessee shall pay to Lessor an amount equal to the Real Property Tax installment due at least 20 days prior to the applicable delinquency date. If any such installment shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such installment shall be prorated. In the event Lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that such taxes be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payments shall be an amount equal to the amount of the estimated installment of taxes divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable tax bill is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable taxes. If the amount collected by Lessor is insufficient to pay such Real Property Taxes when due, Lessee shall pay Lessor, upon demand, such additional sum as is necessary. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.

10.3 **Joint Assessment.** If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

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

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

Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

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

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

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

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

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

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Default; Breach; Remedies.

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

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

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

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(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 30 days following written notice to Lessee.

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

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

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

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

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

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

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

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

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the

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exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("Interest") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor.

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

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

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

15. Brokerage Fees.

15.1 Additional Commission. In addition to the payments owed pursuant to Paragraph 1.9 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires any rights to the Premises or other premises owned by Lessor and located within the same Project, if any, within which the Premises is located, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.

15.2 Assumption of Obligations. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.9, 15, 22 and 33. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

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

16. Estoppel Certificates.

(a) Each Party (as "Responding Party") shall within 10 days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

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

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

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

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

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

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. ~~Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.~~

23. **Notices.**

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

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. **Waivers.**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

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

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

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

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

(iii) **Agent Representing Both Lessor and Lessee.** A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the

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agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

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

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

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

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

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

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

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

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

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

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

32. **Lessor's Access; Showing Premises; Repairs.** Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such

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activities shall be without abatement of rent or liability to Lessee.

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

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

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

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

37. Guarantor.

37.1 Execution. The Guarantors, if any, shall each execute a guaranty in the form most recently published BY AIR CRE, and each such Guarantor shall have the same obligations as Lessee under this Lease.

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

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 Definition. "Option" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 Options Personal To Original Lessee. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 Multiple Options. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 Effect of Default on Options.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Multiple Buildings. If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

41. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

42. Reservations. Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

43. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be

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regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. Offer. Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

49. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☒ is not attached to this Lease.

50. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☒ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

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

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

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

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

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


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Executed at: Commer. CA
On: 2/26/20

By LESSOR:

SB MONTEBELLO INVESTMENTS, LLC., a
California limited liability company

By: [Signature]
Name Printed: Jagjit Bhasin
Title: Manager
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: 14447 Firestone Blvd., La Mirada, CA
90638
Federal ID No.: _____

BROKER

Attn: _____
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

Executed at: _____
On: _____

By LESSEE:

SCOTT KAWASAKI, an individual, and EDWARD
CHOI, an individual

By: [Signature]
Name Printed: SCOTT KAWASAKI
Title: _____
Phone: 310-207-5996
Fax: _____
Email: _____

By: [Signature]
Name Printed: EDWARD CHOI
Title: _____
Phone: _____
Fax: _____
Email: echoi@amherstrec.com

Address: c/o Amherst Real Estate Capital,
12121 Wilshire Blvd.,
Suite 520, Los Angeles, CA 90025
Federal ID No.: _____

BROKER

Attn: _____
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

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AIRCRE

RENT ADJUSTMENT(S) STANDARD LEASE ADDENDUM

Dated: December 4, 2019

By and Between

Lessor: SE MONTEBELLO INVESTMENTS, LLC., a California limited liability company

Lessee: SCOTT KAWASAKI, an individual, and EDWARD CHOI, an individual

Property Address: 7107 and 7117 Telegraph Road, Montebello, CA 90640
(street address, city, state, zip)

Paragraph: 51

A. RENT ADJUSTMENTS:

The monthly rent for each month of the adjustment period(s) specified below shall be increased using the method(s) indicated below:
(Check Method(s) to be Used and Fill in Appropriately)

☒ I. **Cost of Living Adjustment(s) (COLA)**

a. On (Fill in COLA Dates): the 1st day of January of each year of the Original Term, commencing January 1, 2021 the Base Rent shall be adjusted by the change, if any, from the Base Month specified below, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): ☒ CPI W (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for (Fill in Urban Area): Los Angeles, CA, All Items (1982-1984 = 100), herein referred to as "CPI".

b. The monthly Base Rent payable in accordance with paragraph A.I.a. of this Addendum shall be calculated as follows: the Base Rent set forth in paragraph 1.5 of the attached Lease, shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month 2 months prior to the month(s) specified in paragraph A.I.a. above during which the adjustment is to take effect, and the denominator of which shall be the CPI of the calendar month which is 2 months prior to (select one): the ☒ first month of the term of this Lease as set forth in paragraph 1.3 ("Base Month") or ☐ (Fill in Other "Base Month");
The sum so calculated shall constitute the new monthly Base Rent hereunder, but in no event, shall any such new monthly Base Rent be less than the Base Rent payable for the month immediately preceding the Base Rent adjustment.

c. In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation. In the event that the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrators shall be binding upon the parties. The cost of said Arbitration shall be paid equally by the Parties.

☐ II. **Market Rental Value Adjustment(s) (MRV)**

a. On (Fill in MRV Adjustment Date(s): _____) the Base Rent shall be adjusted to the "Market Rental Value" of the property as follows:

1) Four months prior to each Market Rental Value Adjustment Date described above, the Parties shall attempt to agree upon what the new MRV will be on the adjustment date. If agreement cannot be reached within thirty days, then:

(a) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within the next 30 days. Any associated costs will be split equally between the Parties, or

(b) Both Lessor and Lessee shall each immediately make a reasonable determination of the MRV and submit such determination, in writing, to arbitration in accordance with the following provisions:

(i) Within 15 days thereafter, Lessor and Lessee shall each select an independent third party ☐ appraiser or ☐ broker ("Consultant" - check one) of their choice to act as an arbitrator (Note: the parties may not select either of the Brokers that was involved in negotiating the Lease). The two arbitrators so appointed shall immediately select a third mutually acceptable Consultant to act as a third arbitrator.

(ii) The 3 arbitrators shall within 30 days of the appointment of the third arbitrator reach a decision as to what the actual MRV for the Premises is, and whether Lessor's or Lessee's submitted MRV is the closest thereto. The decision of a majority of the arbitrators shall be binding on the Parties. The submitted MRV which is determined to be the closest to the actual MRV shall thereafter be used by the Parties.

(iii) If either of the Parties fails to appoint an arbitrator within the specified 15 days, the arbitrator timely appointed by one of them shall reach a decision on his or her own, and said decision shall be binding on the Parties.

(iv) The entire cost of such arbitration shall be paid by the party whose submitted MRV is not selected, i.e., the one that is NOT the closest to the actual MRV.

2) When determining MRV, the Lessor, Lessee and Consultants shall consider the terms of comparable market transactions which shall include, but no limited to, rent, rental adjustments, abated rent, lease term and financial condition of tenants.

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3) Notwithstanding the foregoing, the new Base Rent shall not be less than the rent payable for the month immediately preceding the rent adjustment.

b. Upon the establishment of each New Market Rental Value:

- 1) the new MRV will become the new "Base Rent" for the purpose of calculating any further Adjustments, and
- 2) the first month of each Market Rental Value term shall become the new 'Base Month' for the purpose of calculating any further Adjustments.

☐ III. Fixed Rental Adjustment(s) (FRA)

The Base Rent shall be increased to the following amounts on the dates set forth below:

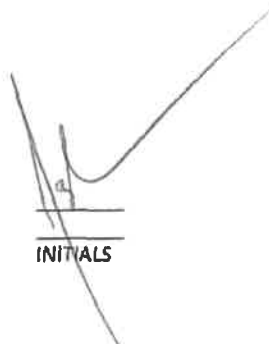
On (Fill in FRA Adjustment Date(s)):

The New Base Rent shall be:

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AMENDMENT TO LEASE

This Amendment to Lease (this "Amendment") is made and entered into as of January 14, 2021, by and among SB MONTEBELLO INVESTMENTS, LLC., a California limited liability company ("Lessor"), and STRATEGIC SOLUTIONS LLC, a California limited liability company, successor in interest to DARIO MANAGERS LLC, a California limited liability company ("Lessee"), successor in interest to SCOTT KAWASAKI and ED CHOI, with reference to the following:

A. Lessor and Lessee (Lessee as successor in interest) are parties to that certain Standard Industrial/Commercial Single-Tenant Lease - Net lease dated December 4, 2019 (the "Lease"), with regard to certain premises located at 7107 and 7117 Telegraph Road, Montebello, California 90640 (the "Premises").

B. At Lessee's request, Lessor has agreed to partially and conditionally abate Lessee's obligation to pay Rent due under the Lease for a limited time period, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings given thereto in the Lease.

2. Conditional Abatement of Rent. Lessee's obligation to pay Rent due under the Lease shall be conditionally abated as follows: (a) for the months of February and March, 2020, Lessee's obligation to pay Rent, including Base Rent and Association Fees, shall be conditionally abated in full; and (b) for the months of April through December, 2020, Lessee's obligation to pay Base Rent shall be conditionally abated by an amount equal to fifty percent (50%) of the Base Rent due; all of the foregoing as follows:

Lease Month	Base Rent Due Under Lease	Association Fees Due Under the Lease	Base Rent Payable	Association Fee Payable
February, 2020	\$23,500.00	\$3,861.00	\$0.00	\$0.00
March, 2020	\$47,000.00	\$3,861.00	\$0.00	\$0.00
April, 2020	\$47,000.00	\$3,861.00	\$23,500.00	\$3,861.00
May, 2020	\$47,000.00	\$3,861.00	\$23,500.00	\$3,861.00
June, 2020	\$47,000.00	\$3,861.00	\$23,500.00	\$3,861.00
July, 2020	\$47,000.00	\$3,861.00	\$23,500.00	\$3,861.00
August, 2020	\$47,000.00	\$3,861.00	\$23,500.00	\$3,861.00
September, 2020	\$47,000.00	\$3,861.00	\$23,500.00	\$3,861.00
October, 2020	\$47,000.00	\$3,861.00	\$23,500.00	\$3,861.00
November, 2020	\$47,000.00	\$3,861.00	\$23,500.00	\$3,861.00
December, 2020	\$47,000.00	\$3,861.00	\$23,500.00	\$3,861.00
Total	\$517,000.00	\$46,332.00	\$211,500.00	\$34,749.00

3. Intentionally omitted.

4. Option to Purchase. Lessor and Lessee acknowledge that Lessee and a member of Lessor are discussing the grant to Lessee of an option to purchase a fifty percent (50%) membership interest in Lessor, on terms and conditions which have been separately negotiated (the "Optioned Membership Interest"). The parties hereby confirmed that terms and conditions for the acquisition of the Optioned Membership Interest have been reached and are documented in an option agreement (the "Option Agreement") executed by such parties concurrently with execution of this Amendment.

5. Conditions of Abatement. Except as otherwise specifically provided in this Amendment, no amounts to be paid under the Lease (other than Base Rent and Association fees, as set forth in Paragraph 2 above), including without limitation Insurance and Real Property Taxes (billed quarterly), due from Lessee under the Lease shall be modified, deferred, abated or affected. Lessor's agreement to provide the abatements set forth in paragraph 2 above is conditioned upon Lessee not being in Default until the end of the current Lease term, Lessee not having assigned the Lease or sublet any part of the Premises (except to the successor wholly owned or controlled entity that is named in this Amendment, it being understood that the original Lessee parties still nonetheless remain primarily liable for the duties and obligations of Lessee under the Lease), and Lessee timely performing all of its duties under this Amendment (any failure to so comply or to cure any Default in the allowed cure periods set forth in the Lease shall also be a Default). Upon Lessee's Default or Breach before end of the current Lease term, Lessor's agreement to provide the foregoing deferral shall terminate, and Lessee shall immediately owe and pay to Lessor all Base Rent and additional amounts previously reduced and/or deferred, together with any late charges and interest due under the Lease.

6. Rent Payments and Repayment of Deferred Base Rent. All other Base Rent and other Lease payments due under the Lease (and all other Lease obligations) must be paid and performed as required by the Lease. In the event of any Lessee Default which Lessee fails to cure during any period of time allowed for in the Lease for such a cure, the foregoing conditional abatement shall terminate and be deemed *void ab initio*, and all conditionally abated amounts shall thereupon be due and payable on demand.

7. Loan Payments. In addition to the Lease payments, Lessee shall on its execution of this Amendment reimburse Lessor for interest payments made by Lessor under that certain Promissory Note dated December 19, 2019, made by Lessor for the benefit of Kensington Partners, LLC and Bronzetrete Terraces, LLC (the "Note"), and Lessee shall hereafter, until the earlier of the date the Note is repaid by Lessor or December 31, 2021, pay Lessor, on the first day of each calendar month, the amount of \$6,472.92, representing the scheduled interest payments under the Note. Lessee shall also pay to Lessor on demand all fees, charges, default interest and other amounts set forth in the Note (which Lessee has reviewed) as if Lessee were the "Trustor" or "Borrower" thereunder and Lessor the "Lender" in the event that Lessee fails to timely make any such interest payment. In the event of any Lessee Default, which Lessee fails to cure during any period of time allowed for in the Lease for such a cure, related to any of the foregoing payments under the Note, the conditional Rent abatement set forth above shall terminate and be deemed *void ab initio*, and all conditionally abated amounts shall thereupon be due and payable on demand. Amounts paid by Lessee with regard to the Note shall not be applied to any obligations to pay Rent.

8. Counterparts. This Amendment may be executed in multiple counterparts, each of which, when solely executed, shall be deemed an original, but all which counterparts together shall constitute one and the same instrument.

9. No Further Modifications, No Default. Except as hereby modified, the Lease is hereby ratified and affirmed and shall continue in force and effect in accordance with its terms. Lessee hereby acknowledges, confirms and agrees that there is no default outstanding on the part of Lessor under the

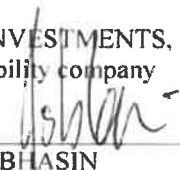
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Lease, that Lessee is bound by the Lease in accordance with its terms, and that Lessee has no offset rights under the Lease.

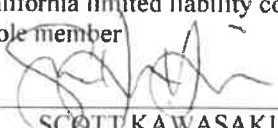
10. Enforcement of Amendment; Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Amendment, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which that party may be entitled.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

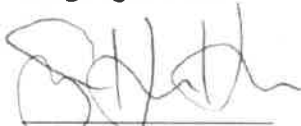
LESSOR:
SB MONTEBELLO INVESTMENTS, LLC,
a California limited liability company

By: 
JACK BHASIN
Its: Managing Member

LESSEE:
STRATEGIC SOLUTIONS LLC,
a California limited liability company

BY: DOS PASOS LLC,
a California limited liability company,
its sole member
By: 
SCOTT KAWASAKI
Its: Managing Member

The undersigned, the guarantor of the Lease, hereby consents to the foregoing Amendment and reaffirms that its Guaranty remains in full force and effect with regard to the Lease, modified as set forth in the foregoing Amendment.


SCOTT KAWASAKI


EDWARD CHOI

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SECOND AMENDMENT TO LEASE

This Second Amendment to Lease ("Second Amendment") is made and entered into as of August 23, 2021, by and among SB MONTEBELLO INVESTMENTS, LLC., a California limited liability company ("Lessor"), and the following individuals and entities STRATEGIC SOLUTIONS LLC, a California limited liability company, successor in interest to DARIO MANAGERS LLC, a California limited liability company ("Lessee"), successor in interest to SCOTT KAWASAKI and ED CHOI, the initial lessees, and CRAIG YAMASAKI, with reference to the following:

A. Lessor and Lessee (Lessee as successor in interest to the initial lessees) are parties to that certain Standard Industrial/Commercial Single-Tenant Lease - Net lease dated December 4, 2019 (the "Lease"), with regard to certain premises located at 7107 and 7117 Telegraph Road, Montebello, California 90640 (the "Premises").

B. As part of Lessee's business organization, the successor Lessee, Strategic Solutions, LLC, is solely owned by Dos Pasos, LLC, a California limited liability company. Membership in Dos Pasos LLC is held solely by Craig Yamasaki.

C. Lessor has previously received the personal guaranties of Scott Kawasaki and Ed Choi to the obligations of Lessee under the Lease as amended on January 14, 2021 (the "First Amendment"). Lessor now wishes to have the personal guaranty of Craig Yamasaki, sole member of Dos Pasos, for all obligations under the Lease and the First Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated as part of this Second Amendment as though set out in full hereat.

2. Yamasaki Acknowledgment of Lease Obligations and Guaranty of Same. Yamasaki has been informed and understands the obligations of the Lessee under the Lease and the First Amendment. Yamasaki agrees to honor all obligations of the Lessee, Strategic Solutions, as guarantor, together with Scott Kawasaki and Ed Choi.

3. Lessor's Acknowledgment and Acceptance of Yamasaki's Interest. For good and valuable consideration, to wit (i) the individual personal guaranty of Yamasaki of all of Strategic Solution obligations under the Lease and the First Amendment to the Lease, in addition to the guaranties of Scott Kawasaki and Ed Choi of said obligations, and (ii) the representation of all Lessee parties or assignees of the original Lessee that Yamasaki is now the sole member of Dos Pasos, sole and controlling member of Strategic Solutions, Lessor accepts the personal guaranty of Yamasaki and, based on said representations, recognizes Yamasaki as the sole member of Dos Pasos.

4. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which, when solely executed, shall be deemed an original, but all which counterparts together shall constitute one and the same instrument.

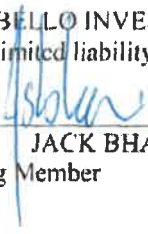
5. No Further Modifications, No Default. Except as hereby modified, the Lease is hereby ratified and affirmed and shall continue in force and effect in accordance with its terms. Lessee hereby acknowledges, confirms and agrees that there is no default outstanding on the part of Lessor under the

Lease, that Lessee is bound by the Lease in accordance with its terms, and that Lessee has no offset rights under the Lease.

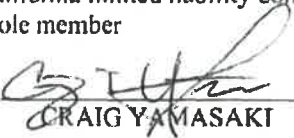
6. Enforcement of Amendment; Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Amendment, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which that party may be entitled.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

LESSOR:
SB MONTEBELLO INVESTMENTS, LLC,
a California limited liability company

By: 
JACK BHASIN
Its: Managing Member

LESSEE:
STRATEGIC SOLUTIONS LLC,
a California limited liability company

BY: DOS PASOS LLC,
a California limited liability company,
its sole member
By: 
CRAIG YAMASAKI
Its: Managing Member

The undersigned, guarantors of the Lease, hereby consent to the foregoing Second Amendment and reaffirm that their Guaranty remains in full force and effect with regard to the Lease, modified as set forth in the First Amendment and the foregoing Second Amendment.


SCOTT KAWASAKI


EDWARD CHOI

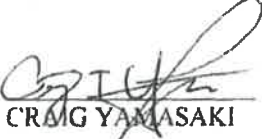

CRAIG YAMASAKI

EXHIBIT “E”

PROPERTY OWNER SIGNED AND NOTARIZED CONSENT FORM

PROPERTY OWNER SIGNED AND NOTARIZED CONSENT FORM

Property Address: 7107 and 7111 Telegraph Rd, Montebello, CA 90640

APN(s): 6354-024-034 and 6354-024-037

Legal Property Owner Name: SB Montebello Investments, LLC

I, Jagjit Bhasin, Managing Member
Authorized Person First and Last Name Title (owner, president, managing partner, managing member, trustee)

have read the City of Montebello Municipal Code and Zoning Code provisions regulating commercial cannabis operations and consent to the operation of

Craig Yamasaki; Strategic Solutions, LLC, a proposed commercial cannabis business, at the
Primary Owner / Applicant Business Name

real property identified hereinabove.

Authorized Signature: _____

Date: 8/19/21

Commercial Cannabis Permit Primary Owner / Applicant Information:

Primary Owner / Applicant First and Last Name: Craig Yamasaki

Phone Number: (310)749-3550

Email: craig@terrachoices.com

Check all that apply:

- ☒ Property is leased to the Primary Applicant. ☐ Property is optioned by the Primary Applicant.
☐ Property is optioned to more than one entity. (List others, below.) ☐ Other (explain below)

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of Los Angeles
On 08/20/2021 (Date) before me Kelvin A. Driscoll (Notary name)
personally appeared Jagjit Bhasin (Property Owner Name), who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are
subscribed to the within instrument and acknowledged to me that he she/they executed the same
in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Notary Public)

(Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles)

On September 3, 2021 before me, J. E. Pantoja, Notary Public
(insert name and title of the officer)

personally appeared Craig Takao Yamasaki
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



EXHIBIT “F”

CONDITIONS OF APPROVAL

**CITY OF MONTEBELLO
PLANNING COMMISSION**

RESOLUTION NO. 15-19

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
MONTEBELLO ADOPTING CEQA EXEMPTION AND APPROVING
CONDITIONAL USE PERMIT NO. CUP 16-19 TO ALLOW A
CANNABIS CULTIVATION, MANUFACTURING, DISTRIBUTION, AND
NON-STORE FRONT RETAIL DELIVERY LOCATED AT 7101 AND
7117 TELEGRAPH ROAD (APN 6354-024-032, AND 037)**

WHEREAS, a Conditional Use Permit No. CUP 16-19 application was submitted by Jack Bhasini with S.B. Montebello Investments, LLC. and has been received and accepted;

WHEREAS, the Conditional Use Permit would allow a new cannabis Cultivation (14,417 sq. ft.), Manufacturing, Distribution, and Non-Store Front retail delivery located at 7101 and 7117 Telegraph Road (APN 6354-024-032, and 037);

WHEREAS, pursuant to section 21067 of the Public Resources Code, and section 15367 of the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City of Montebello is the lead agency for the proposed Project;

WHEREAS, the Conditional Use Permit No. CUP 16-19 is considered a "project", per the California Environmental Quality Act definition of a "project";

WHEREAS, the project is Categorically Exempt per CEQA Section §15301 Class 1 (Existing Facilities) because;

1. The project consist of the operation repair, maintenance, permitting, leasing, licensing, or minor alterations of existing private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing of former use.
2. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
3. Approval of the project would not result in any reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

WHEREAS, after conducting a duly noticed public hearing, and considering the evidence submitted by the applicant, public testimony, staff presentations, and such other matters properly presented during the hearing on this matter, the Planning Commission makes the following findings:

1. The proposed use would conform with the City of Montebello

General Plan Land Use Element, Goal 1, "Formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development;" Objective 3, "cluster" type commercial development is preferential to proliferation of strip commercial," Policy Industrial 4, "The City's industrial area should be preserved and maintained"; because the proposed project will occupy an existing building and clean up a property that is not properly maintained and generate taxable revenue to the City.

2. The proposed cannabis Manufacturing, Distribution, and Non-Store Front retail is in compliance with the M-2 (Heavy Manufacturing) zone because:
 - a. Per the Index of Primary Uses, Cannabis uses are conditionally permitted in the M-1 and M-2 zones and the project site is not within six hundred feet of a R-zone.
 - b. Proposed meets the development standards set forth in the Montebello Municipal Code Chapter 17.32.
3. The design of the building is compatible with the surrounding neighborhood because there is not a distinct Architectural style or design to the area. The cannabis uses being proposed are in an existing building and no changes are being made to the building exterior.
4. Per MMC 17.71.010, the proposed use:
 - a. Is consistent with the purposes and intent of Chapter 17.71 – Permitted Zones; Distance from sensitive uses – of the Montebello Municipal Code;
 - b. Would not adversely affect the general welfare of the surrounding property owners;
 - c. Would not result in an undesirable concentration of premises for the sale of cannabis as cannabis uses are inconspicuous with limited signage and limited and restricted visitors, in the area;
 - d. Would not detrimentally affect the nearby surrounding area after giving special consideration to the proximity and nature of the proposed use with respect to schools providing instruction in kindergarten of any grades 1 through 12, a day care center, or youth center, or a properties zoned residential;
 - e. Would not aggravate existing problems created by the

transport of cannabis (e.g. littering, loitering, noise, calls for service, and sales to minors); and

- f. Is in conformance with the goals, policies, and objectives of the general plan and the purpose and intent of this code and any applicable specific plan.

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the Planning Commission of the City of Montebello resolves that:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated as substantive findings in this Resolution.

SECTION 2. The Planning Commission approves and adopts the CEQA Categorical Exemption §15301 (Existing Facilities) Class 1 exemption. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

1. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

SECTION 3. The Planning Commission hereby approves Conditional Use Permit No. CUP 16-19 to allow cannabis Manufacturing, Distribution, and Non-Store-front delivery subject to the conditions of approval set forth in Section 4 of this Resolution.

SECTION 4. The Planning Commission finds that the foregoing conditions of approval are necessary and appropriate.

1. The applicant shall defend, indemnify, and hold harmless the city, its elected and appointed officials, agents, officers, and employees from any claim, action, or proceeding brought against the city, its elected and appointed officials, agents, officers, or employees arising out of, or which are related to the applicant's project or application (collectively referred to as "proceedings"). The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the city, if any, and cost of suit, attorney's fees, and other costs, liabilities, and expenses incurred or awarded in connection with the proceedings whether incurred by the applicant, the city and/or the parties initiating or bringing such proceedings. This indemnity provision shall include the applicant's obligation to indemnify the city for all the city's costs, fees, and damages that the city incurs in enforcing the indemnification provisions set forth herein. The city shall have the right to choose its own legal counsel to represent the city's interest in the proceedings.
2. The applicant shall sign, notarize, and return to the Planning Department an affidavit accepting all Conditions of Approval of Conditional Use Permit (CUP

16-19) within 30 days from the date of the approval in accordance with Montebello Municipal Code Sections 17.71.010 and 17-32. The applicant acknowledges and understands that all conditions set forth in this Resolution are conditions precedent to the grant of approval and failure to comply with any condition contained herein shall render this approval non-binding as against the city and shall confer applicant no legal rights under the law. The Applicant shall incorporate these conditions of approval in the project plans (constructions drawings) that are submitted for building plan check. Building Plans shall be reviewed and approved by the Planning Division for conformance to the Conditions of Approval and the approved Development Plan prior to the issuance of a building permit.

3. This approval shall be used within two years of the approval date of this project; by **July 2, 2021**. Otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction under this approval. The applicant will incorporate all conditions of approval in all plans that will be submitted for building plan check.
4. Approval of CUP 16-19 is subject to approval, adoption, and fully executed Development Agreement by and between the City and the Applicant.
5. This approval under CUP 16-19 is for cannabis Cultivation (14,417 sq. ft.), Manufacturing, Distribution and Non-Store Front delivery only that will occupy two existing spaces totaling 21,290 square feet within an existing commercial condominium building. The project shall maintain internal circulation within the two existing spaces at times.
6. S.B. Montebello Investments, LLC. must be a registered business or entity with the Secretary of State of the State of California. If S.B. Montebello Investments, LLC. is not registered in the State of California, this application and approval is invalid.
7. A Business License and a Certificate of Occupancy shall be applied for and approved by the Community Development Department Planning at this location prior to operations. If operations commence prior to approval of these applications, this approval will be invalid and will be subject to revocation and all activities will be considered illegal.
8. The Applicant and operation shall continually remain in compliance with all Montebello codes, Regulations, Ordinances and applicable State and Federal laws.
9. This approval is the result of review of your submitted application and plans. Further review may be required as the operations begins activity to inspect facilities and review Live Scan results of employees.
10. Within one year of approval, a review of the operation and facility will be performed to determine continued compliance with the most current Cannabis Ordinance. The approval shall remain valid indefinitely as long as the organization remains in good standing and complies with all requirements including any and all payments required under the requisite Development Agreement.

11. A Security Plan must be submitted by a certified, bonded, and licensed security company. The security plan will include but not be limited to security cameras on site, screened fencing, and a storage vault or safe. The security Plan must be reviewed and approved by the Police Chief or his designee before a Certificate of Occupancy is issued.
12. Access to the security cameras must be granted upon request by the City representatives seeking access to the building.
13. The applicant's business of cannabis Cultivation, Manufacturing, Distribution and Non-Store Front activity will not have any members of the public visit the premises at 7101 and 7117 Telegraph Road for acquisition or sale of any product.
14. The development and utilization of the subject site shall substantially conform to the plans submitted by applicant and date stamped May 28, 2019, for the use, except as provided for herein and by subsequent revisions found by the Director of Planning and Community Development to be in substantial compliance with these provisions.
15. Off-street parking. The existing building area of 21,290 square feet consists of two spaces and at 1 parking space per 500 sq. ft., 42 parking spaces are required. The project under CUP 16-19 provides the required 42 existing parking spaces.
16. The development of the subject site shall be consistent with all of the provisions of the Montebello Municipal Code (MMC) and Conditional Use Permit (CUP 16-19).
17. All storage shall be maintained indoors.
18. Modification to Plans. Subsequent modification to this approval, which do not intensify the use, including but not limited to reorientation of structures, alteration of parking and circulation design, minor changes to the Conditions of Approval, interpretations of the Conditions of Approval relative to intent, necessity of, and timing, may be approved by the Community Development Director within a 25% deviation, unless the Director requires a Substantial Conformance or revised Permit application in accordance with the City Development Code.
19. The Director of Planning and Community Development, at any time, can call for a review of the approved conditions of approval at a duly noticed public hearing before the Planning Commission. These condition(s) may be modified, or new condition(s) added to reduce any impacts of the use. The Planning Commission may revoke the Conditional Use Permit (CUP 16-19) if sufficient cause is given.
20. No transfer or Change in ownership or location. Applicant/owner may not transfer, sell, pledge, assign, grant an option, or other dispose of his or her ownership interest in the business or development agreement, without the advanced approval of the City Council.

21. The applicant or successor in interest shall meet the applicable Code requirements and all other City Departments regulations.
22. Applicant shall repair any and all damaged sidewalk along street frontage of property. A permit from the Montebello Public Works Department shall be secured before any work may commence within the public right away.
23. Any and all cannabis waste will and may not be discharged into public sewer. Provide a report that identifies waste materials that are going to be discharge into public sewer.
24. Provide report on how any toxic or hazardous waste materials or by products will disposed. Provide an ongoing program for monitoring the disposition of any identified hazardous or toxic materials.
25. Must obtain approval from LA County Sanitation District for any required Industrial Waste permit(s).
26. All applicable conditions of approval from previous entitlements on the property shall remain in full force and effect, unless otherwise specifically noted in this Resolution.
27. The Applicant will bear the full costs of all monitoring and inspection activities to be conducted by City staff, or its designated representative(s), as necessary to ensure compliance with the conditions of this Resolution.
28. Any change, expansion, intensification and/or modification to the proposed plans use, or mode of operations shall be subject to the review and approval by the Director of Planning and Community Development who may take action or call for review by the Planning Commission at a noticed public hearing.
29. The Applicant shall have all graffiti on-site removed within 24 hours of its appearance.
30. The operation of the said use shall at all times be conducted in a manner not detrimental to surrounding properties or residents by reason of lights, noise, activities, parking or other actions. All activities must be conducted within the building.
31. All employees of the businesses on-site shall be out of the premises no later than one hour after closing. No "after hours" operations shall be permitted.
32. No loitering in the parking area and Applicant shall control all employees leaving the premises. Signs shall be posted notifying employees. The size, content, and location of the sign(s) are subject to the review and approval of the Director of Planning and Community Development prior to installation.
33. The applicant and business operator shall take the necessary steps to assure the orderly conduct of employees. No members of the public are allowed to patron and visit on the premises.

34. The parking area shall be sufficiently lit and secured to discourage loitering and/or late night activity.
35. All outdoor utilities, machinery, and equipment, including roof-mounted equipment, shall be completely screened from the public right-of-way, in a manner that is compatible with the structure. The method of screening shall be subject to the review and approval of the Director of Planning and Community Development and the Building Official prior to issuing building permits.
36. This approval shall not supersede the approval of any other responsible agencies. The applicant shall comply with all Federal, State and local laws.
37. The approval of this Conditional Use Permit (CUP 16-19) shall expire if the rights granted are not exercised within two (2) years from the effective date of this Resolution. Exercise of rights shall mean the issuance of a Building permit.
38. The approval of this Conditional Use Permit (CUP 16-19) can be extended up to and not to exceed an additional two (2) years with a written request by the property owner stating the reason and need for an extension and upon review and approval by the Director of Planning and Community Development.
39. Within 30 days of the City Planning Division transmittal of the Acceptance Form, the applicant shall sign and return a copy of the Acceptance Form, agreeing to the conditions of approval and acknowledging that failure to comply with such conditions shall constitute grounds for potential revocation of the permit approval. Failure to return the Acceptance Form within 30 days shall constitute grounds for terminating the permit.
40. In the event of a violation of the conditions of approval, no further permits, licenses, approvals or certificates of occupancy shall be issued until such violation has been fully remedied.
41. Parking shall be provided in accordance with the regulations of Chapter 17.52 of the Montebello Municipal Zoning Code.
42. The premises shall be kept clean and the operator of the establishment shall insure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way.
43. All screening must be reviewed and approved by the Planning Division prior to the issuance of any building permits to construct the screening.
44. If, at any time, a litter problem arises, the Director of Community Development may require a litter clean-up plan to be submitted and reviewed. The litter clean-up plan shall include a schedule of time and frequency of litter clean-up activities. Upon approval of the plan by the Director of Planning and Community Development, the measures of the plan shall be implemented. This condition may require the operator of the use to post a bond to ensure litter compliance.

45. The premises shall be kept clean and the operator of the establishment shall insure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way.
46. The development and utilization of the site shall comply with all the provisions of all of the current Building, Plumbing, Mechanical, Electrical Codes and City Ordinances, as well as additional requirements from the Montebello Building and Safety Division.
47. The development and utilization of the site shall be subject to the review and approval of the Public Works Department. Additional Montebello Public Works Department requirements may be required prior to issuing building permits.
48. The development and utilization of the site shall comply with all the provisions of all of the California Fire Code, International Fire Code, and National Fire Protection Association standards as well as additional requirements from the Montebello Fire Department.
49. All signage is subject to final review and approval by the Planning Division and will be done under as separate permit.
50. All temporary signage is subject to the restrictions of the City's sign ordinance.
51. No coin operated games or video machines maintained upon the premises at any time.
52. The Planning Commission, and the City Council on appeal, shall have the right to impose additional conditions for the protection of the public health, safety and welfare.
53. Compliance with the current edition of the California Fire Code.
54. Applicant shall adhere to all applicable codes, standards, and/or regulations. And shall meet any all conditions as may be required by South Coast Air Quality Management District, any and all water boards, Montebello Building Safety, Montebello Public Works, and Montebello Police and Fire.
55. Compliance with the current edition of the California Fire Code, Appendix B, titled "Fire-Flow Requirements for Buildings", as the standard for delivery of fire flow to the site.
56. Compliance with the Montebello Municipal Code, Chapter 15.32, titled "California Fire Code" adoptions.
57. Compliance with all nationally recognized standards, laws, and ordinances.
 - i. That a masonry wall of six feet in height shall be constructed around the parking area of such establishments when said area is adjacent to properties zones or used for residential purposes or any of the above referenced consideration points.

- ii. That the noise levels generated by the operation of such establishment shall not exceed sixty-five dBA between the hours of seven a.m. to ten p.m., and not exceed sixty dBA between the hours of ten p.m. to seven a.m., so as to mitigate the impact on adjoining properties zoned or used for residential purposes. The measurement of noise levels shall be taken at the location of the shared property line.
- iii. That exterior lighting of the parking area shall be kept at an intensity of between one- and two-foot candles, so as to provide adequate lighting for employees while not disturbing surrounding residential or commercial areas. Light sources shall be shielded from adjacent properties and from the sky.
- iv. That special security measures such as security guards and burglar alarm systems as specified by the police department may be required, which must be reflected in the submitted security plan.
- v. Exterior storage of any kind shall be prohibited, except where allowed per the Montebello Municipal Code.
- vi. That litter and trash receptacles shall be located at convenient locations inside and outside establishments, and operators of such establishments shall remove trash and debris on a daily basis.
- vii. That no signs shall be installed on the site until a sign permit has been approved by the Planning Division and a building permit issued by the Building and Safety Division in conformance with the provisions set forth in Chapter 17.62 of the Montebello Municipal Code.

PASSED AND ADOPTED this 2nd day of July, 2019 by the Planning Commission.

AYES: Chair Mooradian, Commissioner Lomeli, Commissioner Briseno, Commissioner Ramirez

NOES:

ABSENT: Vice Chair Aliksanian

ABSTAIN:

ATTEST:


 Matthew Feske
 Secretary to the Planning Commission

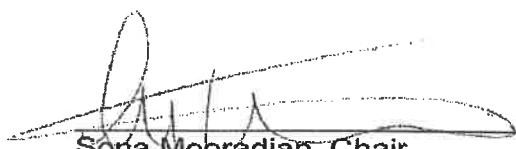

 Sonia Mooradian, Chair

EXHIBIT “G”

LABOR PEACE AGREEMENT OR NOTARIZED STATEMENT OF INTENT

Labor Peace Agreement
By and between
SB Montebello Investments, LLC and
Teamsters Local Union No. 630

Whereas SB Montebello Investments, LLC (the "Employer") holds or intends to apply for one or more State licenses to engage in commercial cannabis activity, and intends to become a licensee to engage in commercial cannabis activity, as such terms are defined by Chapter 1 of Division 10, commencing with section 26000, of the California Business and Professions Code;

Whereas the International Brotherhood of Teamsters, Local 630 (the "Union") represents employees working within industries engaged in cultivating, manufacturing, processing, warehousing, distribution or transportation of medicinal, perishable and consumer products, and such industries are within the historical and recognized jurisdiction of the Union;

Whereas Employer desires to construct and operate commercial cannabis activities within the Union's geographic jurisdiction, and desires to do so without disruption, unrest or delay, that may be occasioned by labor disputes;

Whereas the Union seeks a means of efficiently and amicably resolving disputes relating to its representation of employees engaged in the industry in which Employer seeks to operate;

Whereas the Employer and the Union (the "Parties") intend this agreement ("Agreement") to satisfy the provisions of Business and Professions Code section 26051.5;

Wherefore, the Parties voluntarily enter into this agreement, which shall be binding on them:

1. Scope and Term:

- A. **Scope.** This agreement shall apply with respect to any and all commercial cannabis activities in which The Employer currently engages and any operations the Employer engages in the future, in addition to any businesses acquired by the Employer with respect to employees not already represented by a labor organization. This Agreement shall be submitted with any application made by Employer to obtain any License to engage in commercial cannabis activities pursuant to state law or local governmental ordinances.
- B. **Term.** This agreement shall be in effect and binding upon the Parties with respect to all employees engaged in commercial cannabis activities employed by the employer (the "Bargaining Unit"), excluding guards and supervisors as defined by the National Labor Relations Act (NLRA), but shall cease to apply to employees for whom (1) a labor organization is voluntarily recognized, and the Parties have entered into a Collective Bargaining Agreement covering such employees; or (2) the National Labor Relations Board (NLRB) has issued a certification with respect to such employees, the Employer has not challenged such certification, and the Parties have entered into a Collective Bargaining Agreement.

C. **Disputes.** Any dispute regarding the composition of the bargaining unit or appropriateness of individual(s) within the unit that cannot be resolved by the Parties shall be resolved via the Resolution of Disputes machinery included in this Agreement.

D. **Limit.** This Agreement does not mandate a particular method of election or certification of the Union as the exclusive representative of the employees for the purposes of collective bargaining.

2. Neutrality:

A. **Employer Neutrality.** The Employer shall remain neutral with respect to the Union and its representation of employees covered by this Agreement. Neutrality means that the Employer shall make no written or oral statement or take any action opposing or advocating unionization, nor shall it provide support or assistance of any kind to any person, group, firm, or consultant opposing unionization. The Employer also shall not demean the Union as an organization or its representatives as individuals, nor portray the Union in a bad light. The Employer shall not retaliate against, disparage or pressure any employee for voicing his or her support or opposition of the Union or union representation, shall not conduct captive audience or one-on-one meetings. The Employer will not poll or question employees regarding their position with regard to the Union. The Employer will inform all managerial employees, supervisors, or other agents of the Employer of their obligations under this Agreement and will take prompt and appropriate action to stop and correct any violations of this Agreement up to and including termination from employment for any violations of this neutrality provision.

B. **Union Neutrality.** The Union shall remain neutral with respect to the Employer and agrees to communicate with employees in a non-coercive positive manner and shall not denigrate the Company, its managers, supervisors, agents or representatives. The Union shall not present or portray the Employer in a bad light to employees or to the public. The Union shall focus its efforts on addressing employee workplace issues through collective bargaining and union representation. The Union and its agents will communicate with employees in a non-adversarial and positive manner. The Union will inform all representatives, organizers, or other agents of the Union of their obligations under this Agreement and will take prompt and appropriate action to stop and correct any violations of this Agreement.

C. **Union Access/Non-disruption of Business Operations.** The Company recognizes the Union's right to communicate with the workers it seeks to organize, and the Union recognizes that access must accommodate the Company's concerns with minimizing disruption of its business and productivity. The Company shall permit Union representatives access to Employer property and facilities for the purpose of communicating with employees about Union representation. Employees will be allowed to distribute literature and distribute and collect authorizations cards. The Union's activities shall not disrupt or interfere with the Employer's operations or business.

D. Employee Eligibility List. The Employer shall provide to the Union the names, addresses, telephone numbers and email addresses of all non-managerial and non-supervisory employees covered by this agreement, together with a designation of the work location and department/function of each listed employee, which shall be described with respect to one or of the following types of work: clerical, cultivation, sanitation, maintenance, manufacturing, processing, laboratory services, labeling, packaging, storing or warehousing, transporting, distributing or sales. The intent of this section applies to all full-time/regular and part-time employees within the listed classifications. The Employer shall update the eligibility list regularly and no less often than weekly if requested by the Union. The Eligibility list shall be used for and be regarded as a conclusive eligibility list for the purpose of determining whether the Union enjoys a majority of support among the employees, or a subset of such employees appropriate for purposes of collective bargaining.

E. No Strike/No Lockout: The Employer agrees it shall not engage in a lockout of employees. The Union agrees it will not engage in or encourage any strikes, slowdowns, picketing or other concerted activity.

3. Card Check.

A. When the Union has received signed authorization cards from a majority of employees or 51% in the bargaining unit identified above, it will notify the Employer in writing and request recognition. The Parties shall designate a neutral, disinterested third party (the "Neutral") to oversee the recognition process.

B. Within five (5) days of the request for recognition, the Employer will provide the Neutral with a list of all employees in the bargaining unit and samples of their signatures. The Union will thereafter present the authorization cards to the Neutral for verification. If the Employer fails to provide samples of the employees' signatures, their signatures shall be presumed valid.

C. If the Neutral verifies that a majority of the employees in the bargaining unit have selected the Union to be their representative, the Company agrees to recognize the Union as the exclusive bargaining representative of the employees in that unit and sign the attached recognition agreement. The Employer expressly agrees to waive any right to condition recognition upon an election conducted by the NLRB or any other public or private entity. Bargaining shall commence within thirty (30) days of verification.

4. Resolution of Disputes

A. Notice of breach. Should a party determine that the other may be in breach of this Agreement, it shall inform the other in writing. The party so informed shall have 24 hours to cease and desist from the practice and/or provide an explanation of its action. In the event the aggrieved party is not satisfied, it shall invoke this dispute resolution procedure set forth in this Agreement as the sole means of resolving the dispute.

B. Resolution of Disputes. Any and all disputes regarding the interpretation, application or compliance with this Agreement shall be subject to binding arbitration, with the sole exception being injunctive relief sought for the purpose of maintaining the *status quo* pending the resolution of the particular dispute under this procedure or to enforce the decision of the Arbitrator.

Should a dispute arise, either party may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). Arbitrators on the FMCS Panel must be members of the National Academy of Arbitrators ("NAA"). The FMCS Panel request shall be for arbitrators in Southern California and/or with addresses within the closest geographical or metro region available. The Parties shall alternately strike from the FMCS Panel. The Employer shall provide the first strike and each party shall thereafter alternate strikes until one arbitrator remains who shall be the selected arbitrator. The selected arbitrator shall provide dates and the Parties shall agree on a date that is no longer than sixty (60) days following the date on which they have selected the arbitrator. If the selected arbitrator is unable to offer dates within such sixty-day period, the jurisdiction to hear the dispute shall be offered to each arbitrator on the FMCS Panel in the reverse order that they were struck by the Parties.

At the conclusion of the hearing, the Parties may submit oral argument, but neither party shall submit any written briefs. A final written decision may be issued by the arbitrator at the conclusion of the hearing or within three days of the close of the hearing. The Parties may request the arbitrator who first hears a dispute under this provision to accept designation as a permanent arbitrator if s/he/they is willing to continue to hear and resolve disputes on an expedited basis.

Except as provided in subsection C, the Parties shall split the cost of the arbitrator and bear their own costs of participation in the dispute resolution process.

C. Exceptional Remedies for Willful Breach. In the event the Arbitrator finds a party has willfully breached this Agreement, s/he/they shall impose the following remedies as appropriate to fully remedy the breach: injunctive relief; award of attorney's fees and arbitration costs; extension of the term of this Agreement; foreseeable, reliance, consequential, or actual damages; specific performance; and liquidated damages in an amount of no less than \$5,000. In the event a prevailing party must proceed to a court of law to confirm and/or enforce an award issued under this agreement, the losing party shall be liable for payment of reasonable attorneys' fees and costs incurred to enforce and obtain compliance with the award.

5. Severability

To the extent one or more terms of this agreement are determined to be invalid by a court of law or by a final decision of an administrative agency that is appealable only to a court of law, the remaining provisions shall be unaffected and shall remain in force and effect.

6. Warranty of Authority

The parties warrant that their respective representatives who have executed this agreement have full authority to bind and obligate the parties to the terms set forth herein.

Agreed and accepted this 1 day of Sep, 2019:

EMPLOYER

By: _____

Name: Jagjit Bhasin

Title: Owner

TEAMSTERS LOCAL 630

By: _____

Name: Low Villalaz

Title: Secretary-Treasurer



ITEM # 4

**CITY OF MONTEBELLO
PLANNING COMMISSION AGENDA STAFF REPORT**

TO: Members of the Planning Commission

FROM: Joseph Palombi, Planning & Community Development Director

BY: Daniel Ruiz, Assistant Planner

SUBJECT: **Modification to Conditional Use Permit (“CUP”) No. 10-06 to upgrade the California Department of Alcoholic Beverage Control (ABC) license from a type 41 license (On-Sale Beer & Wine – Eating Place) to a type 47 license (On-Sale General – Eating Place) for an existing restaurant located at 1923 W. Whittier Blvd.**

DATE: June 4, 2024

RECOMMENDATION(S):

It is recommended that the Planning Commission conduct a public hearing and take the following action:

1. ADOPT Resolution No. 8-24 conditionally approving the upgrade of the ABC license type from a type 41 license (On-Sale Beer & Wine – Eating Place) to a type 47 license (On-Sale General – Eating Place) for the property located at 1923 W. Whittier Blvd and make related findings that the proposed project is consistent with the Montebello General Plan; and
2. DETERMINE AND FIND that the project (ENV No. 7-24) is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 related to Class 1 “Existing Facilities” as it consists of the operation and licensing of a private structure involving negligible or no expansion of the existing or former use.

FISCAL IMPACT:

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None.

BACKGROUND:

On March 12, 2024, Francisco Alfaro, the representative for Little Mexico Seafood, Inc. (the "Applicant"), filed an application for a modification to CUP No. 10-06 to upgrade the California Department of Alcoholic Beverage Control (ABC) license type from a type 41 license (On-Sale Beer & Wine – Eating Place) to a type 47 license (On-Sale General – Eating Place) for the restaurant located at 1923 W. Whittier Blvd (the "Project Site"). No alteration to the Project Site is proposed in connection with the modification of the alcohol license.

On March 12, 2024, staff issued a deemed complete letter to the Applicant.

PROJECT /APPLICANT INFORMATION

Project Location: 1923 W. Whittier Blvd
Project Applicant: Little Mexico Seafood, Inc.
Property Owner: Jess O Valencia
General Plan Designation: Corridor
Zoning: C-2 (General Commercial)
Existing Use on Property: Commercial

PROJECT SITE

The surrounding zoning and land uses are listed as follows:

Direction	Zone	Land Use
North	C-2	Commercial Center
South	R-3	Church
East	C-2, R-2	Commercial Center/Residential Units
West	C-2	Mixed-use (Commercial Center/Montebello Senior Villas)

PROJECT DESCRIPTION

The Applicant for the proposed modification to CUP No. 10-06 seeks approval to upgrade the ABC license type from a type 41 license (On-Sale Beer & Wine – Eating Place) to a type 47 license (On-Sale General – Eating Place) for the Little Mexico restaurant located at 1923 W. Whittier Blvd. The existing Little Mexico restaurant located at the Project Site has held an active business license at the site since November 15, 2005. The Project Site is located near the intersection of South 19th Street and West Whittier Blvd within a 13,500 square foot commercial center on a 35,525 square foot lot. The commercial center consists of ten (10) tenant spaces, three (3) of which are currently vacant. Of the total 13,500 square feet dedicated strictly to the commercial center, the restaurant comprises a total of 2,400 square feet of building area. Regarding parking, the commercial center currently has a total of 45 parking spaces available. For restaurants with seating provided, Montebello Municipal Code (MMC) Section 17.52.050 requires 1 parking space for every 3 seats plus 1 parking space for every 400 square feet of gross floor area. Based on these requirements, the restaurant requires a total of 18 parking spaces, or 6 parking spaces based on the total square footage of the restaurant (2,400/400), and 12 parking spaces based on the number of seats included in the restaurant (37/3). The

required parking is met by the number of parking spaces currently provided by the commercial center.

Related to the previous approval for the sales of alcohol at the site, Conditional Use Permit 10-06 was originally approved by the Planning Commission on March 20, 2007, under Resolution No. PC 4-07 ("Attachment B"). Resolution No. PC 4-07 approved "a conditional use permit to legalize the non-conforming entitlement of on-site alcohol sales" as well as extended the business hours and incorporated additional entertainment. Aside from upgrading the alcohol license type as a part of this modification request, no additional modifications are proposed to the Project Site or business operations. For reference, the modified menu included the beverage selection that would be provided if the CUP is approved is included within this report as Attachment F.

ENVIRONMENTAL:

The modification to the Conditional Use Permit (CUP 10-06) is considered a "project," per the California Environmental Quality Act (CEQA) definition of a "project." The project is Categorically Exempt per Section § 15301 (Existing Facilities) and none of the exceptions found under CEQA Section §15300.2 apply. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. There will be no expansion to the interior or exterior of the existing facilities as a part of the proposed project.

ANALYSIS:

GENERAL PLAN LAND USE CATEGORY

The General Plan Land Use Category for the Project Site is the City's "Corridor" land use category. The City's corridors are intended to be "distinctive with varying context and diverse building types." The following General Plan goals, objectives, and policies are applicable to the project proposal:

General Plan "Our Prosperous Community" Element policy 2.2 (P2.2) is to "promote corridor development."

General Plan "Our Prosperous Community" Element policy 2.5 (P2.5) is to "nurture the local business community."

General Plan "Our Prosperous Community" Element action 2.5b (A2.5b) is to "support local business operations."

General Plan "Our Well Planned Community" policy 3.3 (P3.3) is to "revitalize established neighborhoods and corridors."

General Plan "Our Well Planned Community" action 3.3b (A3.3b) is to "protect adjoining properties from the potential adverse impacts associated with non-

residential uses on corridors adjacent to residential areas with proper mitigation measures that address scale, massing, traffic, noise, appearance, lighting, and drainage.”

The proposed project conforms to City of Montebello General Plan policies P2.2, P2.5, and P3.3 related to the City promoting corridor development, nurturing the local business community, and revitalizing established neighborhoods and corridors. The project site is located on Whittier Boulevard, one of the City’s main corridors, and is situated near residential uses in the adjacent neighborhoods. Based on the City’s business license history, the site on which the Little Mexico restaurant is located has been operating as a restaurant and providing service to the Montebello community since 1999. Approving the proposed modification to CUP 10-06 will allow the restaurant to provide additional services not currently available under the current ABC license type. Additionally, by going through the CUP process, the City will have mitigation measures in place to protect the nearby residential uses from any adverse impacts associated with the proposed project consistent with General Plan action A3.3B. Upgrading the ABC license type will allow the Little Mexico restaurant to improve the quality of the services offered to local community clientele and increase taxable revenues to the City while simultaneously allowing the City to support local business operations consistent with General Plan action A3.3b. Overall, the expanded restaurant service proposed as a part of this project will allow for an improved quality of service to be provided to local Montebello residents and community members consistent with the General Plan goals, objectives, and policies.

CONDITIONAL USE PERMIT

Chapter 17.61 of the MMC outlines the regulations for alcoholic beverage establishments. Section 17.61.010 of the MMC states that the purpose and intent of this section is “to preserve a healthy environment for residents and businesses by establishing a set of consistent standards for the safe operation of alcoholic beverage establishments.” Additionally, Section 17.61.010 of the MMC recognizes hospitality, entertainment, recreation, and related businesses as a significant part of the city’s economy and recognizes the sale of alcoholic beverages as important to the operation of these businesses.

Pursuant to Section 17.61.030 of the MMC, a CUP is required for the sale of alcohol. This section of the MMC states that “no place where alcohol beverages are sold, served or given away as a normal course of business for on-sale consumption, shall be established without first obtaining a conditional use permit from the City of Montebello.” The proposed change in ABC license type is considered a substantial change in mode of operation. The proposed upgraded alcohol sales for the Little Mexico restaurant would be an accessory use to the existing restaurant use. Based on the MMC sections stated above, alcohol sales are permitted with a CUP if approved by the Planning Commission.

Pursuant to Section 17.61.050 of the MMC, before any CUP shall be granted, all of the following findings must be made:

A. The proposed use would not adversely affect the general welfare of the surrounding property owners;

The project is located within the General Commercial (C-2) zone and the Corridor General Plan Land Use Designation. The C-2 zoning district is intended to provide a wide range of commercial opportunities for retailers and service establishments to serve the local community. Some of the identified commercial uses at the project site include, but are not limited to, retail, restaurants, offices, and health clubs. The current use at the Project Site is an existing restaurant which has already been selling alcohol for on-site consumption and aside from changing the alcohol license type, no additional changes are proposed at the site.

The restaurant is located adjacent to commercial uses and is in proximity to residential uses. To mitigate any adverse impacts to the general welfare of the surrounding property owners, MMC Section 17.61.070 outlines mandatory conditions of approval for on-sale alcoholic beverage establishments including the imposition of strict, mandatory conditions which address operational and alcohol-related issues to ensure that the provision of alcohol will not disrupt or jeopardize the safety and welfare of the community.

B. The proposed use would not result in an undesirable concentration of premises for the sale of alcoholic beverages, including beer and wine, in the area;

By State law, the California Department of Alcoholic Beverage Control ("ABC") may only grant a limited number of alcohol licenses based on a "per census-tract" quantity. This means that only a certain number of license types are granted in any given census tract area to avoid the undue concentration of alcohol sales. California Business and Professions Code Sections 23958 and 23958.4 specify the conditions under which alcohol licenses can be issued, define what an undue concentration means, and stipulate that if an applicant shows that public convenience or necessity would be served by the issuance of a license, that a license can be issued even if an undue concentration exists.

The Project Site is located within Census Tract 5320.01. Based on the census tract authorizations from ABC, a total of three (3) on-sale license types are permitted within Census Tract 5320.01. Census Tract 5320.01 currently has two (2) on-sale type licenses, with one of these licenses being the current Type 41 license held by Little Mexico restaurant. If authorized by ABC, the current Type 41 license would no longer be active and would be replaced by the Type 47 license being requested. An undue concentration of on-sale alcohol licenses would not be created through the applicant changing the license type and the number of on-sale license types in the census tract would remain at two (2) total on-sale license types.

C. The proposed use would not detrimentally affect the nearby surrounding area after giving special consideration to the proximity and nature of the proposed use with respect to other on-sale or off-sale alcoholic beverage establishments, residential districts and uses, schools (public or private), day care centers, public

parks, playgrounds and other recreational facilities, churches and other places of religious worship, hospitals, clinics or other health care facilities;

If operated in accordance with the law and the mandatory conditions of approval, the primary use of the subject site as a family restaurant should not be problematic to surrounding sensitive uses because the conditions of approval will contain mitigation measures including, but not limited to, noise level limits, adequate lighting, and alcohol awareness training for staff. Additionally, the Applicant may be required to meet further conditions of approval that the Planning Commission sees fit to impose with respect to the business operation and surrounding uses. The Little Mexico restaurant has been operating with an alcohol license at the site since 2006 as a “bona fide restaurant” (see MMC 17.61.020) and it is not anticipated that the proposed project will have any affect detrimental to surrounding businesses, residential uses, or other sensitive uses.

D. The proposed use would not aggravate existing problems created by the sale of alcohol (e.g., littering, loitering, noise, public drunkenness, calls for service, and sales to minors);

The proposed modification to the ABC license type for the Little Mexico restaurant is not anticipated to aggravate any existing problems created by the sale of alcohol. The mitigation measures that are in place through the CUP process will ensure that the applicant continues to adhere to business practices which will ensure that the public health, safety, and welfare are maintained. Additionally, conditions will be imposed on the project through the CUP process that will provide a mechanism to address any problems if they were to arise including problems related to littering, loitering, noise, public drunkenness, calls for service, and sales to minors.

E. The proposed use is in conformance with the goals, policies, and objectives of the general plan and the purpose and intent of this code and any applicable specific plan;

The proposed modification to the Little Mexico restaurant ABC license type is consistent with the City’s General Plan and Zoning Code. The General Plan Land Use classification of the site is Corridor, which is consistent and compatible with the current zoning designation of C-2 (General Commercial). “Bona Fide Restaurants” is a use that is permitted by right in the C-2 zone and the sale of alcohol is a conditionally permitted use in the C-2 zone.

The proposed project conforms to City of Montebello General Plan policies P2.2, P2.5, and P3.3 related to the City promoting corridor development, nurturing the local business community, and revitalizing established neighborhoods and corridors. The project site is located on Whittier Boulevard, one of the City’s main corridors, and is situated near residential uses in the adjacent neighborhoods. Based on the City’s business license history, the site on which the Little Mexico restaurant is located has been

operating as a restaurant and providing service to the Montebello community since 1999. Approving the proposed modification to CUP 10-06 will allow the restaurant to provide additional services not currently available under the current ABC license type. Additionally, by going through the CUP process, the City will have mitigation measures in place to protect the nearby residential uses from any adverse impacts associated with the proposed project consistent with General Plan action A3.3B. Upgrading the ABC license type will allow the Little Mexico restaurant to improve the quality of the services offered to local community clientele and increase taxable revenues to the City while simultaneously allowing the City to support local business operations consistent with General Plan action A3.3b.

SUMMARY:

REPORTS RECEIVED

On March 14, 2024, the application materials for Case Number CUP 10-06-M1 were forwarded to the Building Division as well as the following departments: 1) Public Works Department; 2) Montebello Fire Department; 3) Recreation and Community Services Department; and 4) Montebello Police Department for review, comments, and conditions. The conditions of approval that were provided are included in "Attachment A."

PUBLIC NOTIFICATION

Pursuant to MMC Section 17.78 (Public Hearings, Notices, and Appeals), the following noticing was performed:

- On May 23, 2024, the Public Hearing Notice was published in the Daily Journal (Whittier Daily News); and
- On May 15, 2024, the Public Hearing Notice was mailed to all property owners within a 300-foot radius from the exterior boundaries of the project site.

ATTACHMENT(S)

1. Attachment A - Resolution 8-24
2. Attachment B - Resolution No. PC 4-07
3. Attachment C - CEQA NOE - 1923 Whittier Blvd
4. Attachment D - PHN
5. Attachment E - Plans
6. Attachment F - Menu

EXHIBIT A

CITY OF MONTEBELLO PLANNING COMMISSION

RESOLUTION NO. 8-24

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING A MODIFICATION TO CONDITIONAL USE PERMIT NO. CUP 10-06 TO UPGRADE THE CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL LICENSE TYPE FROM TYPE 41 (ON-SALE BEER & WINE – EATING PLACE) TO TYPE 47 (ON-SALE GENERAL – EATING PLACE) FOR THE RESTAURANT LOCATED AT 1923 W. WHITTIER BOULEVARD AND ADOPTING A NOTICE OF EXEMPTION UNDER CEQA § 15301 (EXISTING FACILITIES) (ENV NO. 7-24).

WHEREAS, the City of Montebello (“City”) received an application from Little Mexico Seafood, Inc. (“Applicant”) for a modification to Conditional Use Permit (“CUP”) No. CUP 10-06 to allow the existing California Department of Alcoholic Beverage Control (“ABC”) license type to change from a Type 41 (On-sale Beer & Wine – Eating Place) license type to a Type 47 (On-Sale General – Eating Place) (“Project”) for the restaurant (Little Mexico Restaurant) at 1923 W. Whittier Blvd. (“Project Site”); and

WHEREAS, the approval of a Conditional Use Permit for the sale of alcohol within “Bona Fide Restaurants” in the C-2 (General Commercial) zone is required per Montebello Municipal Code (“MMC”) Appendix A (Index of Primary Uses) and Section 17.61.030; and

WHEREAS, the establishment meets the definition of a “bona fide restaurant” pursuant to MMC Section 17.61.020; and

WHEREAS, per MMC Section 17.61.030, the proposed modification to the ABC license type is considered a “substantial change in mode or character of operation” and requires approval of the Planning Commission; and

WHEREAS, the CUP modification (CUP 10-06-M1) is considered a “Project,” as per the California Environmental Quality Act (“CEQA”) definition of a “Project”; and

WHEREAS, pursuant to Section 21067 of the Public Resources Code, and Section 15367 of the CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City of Montebello is the lead agency for the proposed Project; and

WHEREAS, the Project is Categorically Exempt per CEQA Section §15301, Class 1 (Existing Facilities) because the Project consists of the operation, permitting, and licensing of an existing facility and there will be no expansion of the interior or exterior footprint of the facility; and

WHEREAS, a duly noticed public hearing has been held, at which the Planning Commission received and considered staff presentations, recommendations, public testimony, and all other substantial evidence presented at the public hearing and included in the record for this matter; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW THEREFORE, the Planning Commission of the City of Montebello hereby finds, declares, and resolves as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are hereby incorporated as substantive findings in this Resolution.

SECTION 2. FINDINGS.

A. Per MMC 17.61.050, before any CUP is granted for an alcoholic beverage establishment, the following findings must be made:

1. *The proposed use would not adversely affect the general welfare of the surrounding property owners;*

The project is located within the General Commercial (C-2) zone and the Corridor General Plan Land Use Designation. The C-2 zoning district is intended to provide a wide range of commercial opportunities for retailers and service establishments to serve the local community. Some of the identified commercial uses at the project site include, but are not limited to, retail, restaurants, offices, and health clubs. The current use at the Project Site is an existing restaurant which has already been selling alcohol for on-site consumption and aside from changing the alcohol license type, no additional changes are proposed at the site.

The restaurant is located adjacent to commercial uses and is in proximity to residential uses. To mitigate any adverse impacts to the general welfare of the surrounding property owners, MMC Section 17.61.070 outlines mandatory conditions of approval for on-sale alcoholic beverage establishments including

the imposition of strict, mandatory conditions which address operational and alcohol-related issues to ensure that the provision of alcohol will not disrupt or jeopardize the safety and welfare of the community.

2. *The proposed use would not result in an undesirable concentration of premises for the sale of alcoholic beverages, including beer and wine, in the area;*

By State law, the California Department of Alcoholic Beverage Control (“ABC”) may only grant a limited number of alcohol licenses based on a “per census-tract” quantity. This means that only a certain number of license types are granted in any given census tract area to avoid the undue concentration of alcohol sales. California Business and Professions Code Sections 23958 and 23958.4 specify the conditions under which alcohol licenses can be issued, define what an undue concentration means, and stipulate that if an applicant shows that public convenience or necessity would be served by the issuance of a license, that a license can be issued even if an undue concentration exists.

The Project Site is located within Census Tract 5320.01. Based on the census tract authorizations from ABC, a total of three (3) on-sale license types are permitted within Census Tract 5320.01. Census Tract 5320.01 currently has two (2) on-sale type licenses, with one of these licenses being the current Type 41 license held by Little Mexico restaurant. If authorized by ABC, the current Type 41 license would no longer be active and would be replaced by the Type 47 license being requested. An undue concentration of on-sale alcohol licenses would not be created through the applicant changing the license type and the number of on-sale license types in the census tract would remain at 2 total on-sale license types.

3. *The proposed use would not detrimentally affect the nearby surrounding area after giving special consideration to the proximity and nature of the proposed use with respect to other on-sale or off-sale alcoholic beverage establishments, residential districts and uses, schools (public or private), day care centers, public parks, playgrounds and other recreational facilities, churches and other places of religious worship, hospitals, clinics or other health care facilities;*

If operated in accordance with the law and the mandatory conditions of approval, the primary use of the subject site as a family restaurant should not be problematic to surrounding sensitive uses because the conditions of approval

will contain mitigation measures including, but not limited to, noise level limits, adequate lighting, and alcohol awareness training for staff. Additionally, the Applicant may be required to meet further conditions of approval that the Planning Commission sees fit to impose with respect to the business operation and surrounding uses. The Little Mexico restaurant has been operating with an alcohol license at the site since 2006 as a “bona fide restaurant” (see MMC 17.61.020) and it is not anticipated that the proposed project will have any affect detrimental to surrounding businesses, residential uses, or other sensitive uses.

4. *The proposed use would not aggravate existing problems created by the sale of alcohol (e.g., littering, loitering, noise, public drunkenness, calls for service, and sales to minors);*

The proposed modification to the ABC license type for the Little Mexico restaurant is not anticipated to aggravate any existing problems created by the sale of alcohol. The mitigation measures that are in place through the CUP process will ensure that the applicant continues to adhere to business practices which will ensure that the public health, safety, and welfare are maintained. Additionally, conditions will be imposed on the project through the CUP process that will provide a mechanism to address any problems if they were to arise including problems related to littering, loitering, noise, public drunkenness, calls for service, and sales to minors.

5. *The proposed use is in conformance with the goals, policies, and objectives of the general plan and the purpose and intent of this code and any applicable specific plan;*

The proposed modification to the Little Mexico restaurant ABC license type is consistent with the City’s General Plan and Zoning Code. The General Plan Land Use classification of the site is Corridor, which is consistent and compatible with the current zoning designation of C-2 (General Commercial). “Bona Fide Restaurants” is a use that is permitted by right in the C-2 zone and the sale of alcohol is a conditionally permitted use in the C-2 zone.

The proposed project conforms to City of Montebello General Plan policies P2.2, P2.5, and P3.3 related to the City promoting corridor development, nurturing the local business community, and revitalizing established neighborhoods and corridors. The project site is located on Whittier Boulevard, one of the City’s main corridors, and is situated near residential uses in the adjacent neighborhoods. Based on the City’s business license history, the site on which the Little Mexico restaurant is located has been operating as a restaurant and

providing service to the Montebello community since 1999. Approving the proposed modification to CUP 10-06 will allow the restaurant to provide additional services not currently available under the current ABC license type. Additionally, by going through the CUP process, the City will have mitigation measures in place to protect the nearby residential uses from any adverse impacts associated with the proposed project consistent with General Plan action A3.3B. Upgrading the ABC license type will allow the Little Mexico restaurant to improve the quality of the services offered to local community clientele and increase taxable revenues to the City while simultaneously allowing the City to support local business operations consistent with General Plan action A3.3b.

SECTION 3. CEQA. The Planning Commission finds that the actions taken under this Resolution are exempt from CEQA under CEQA Categorical Exemption § 15301 (Existing Facilities) Class 1 exemption. A Class 1 exemption under CEQA § 15301 applies to projects resulting in the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing private structure involving negligible or no expansion of use. There will be no expansion to the interior or exterior of the existing facilities in the proposed Project. None of the exceptions found under CEQA Section §15300.2 apply.

SECTION 4. APPROVALS. The Planning Commission hereby approves a modification to an existing CUP (Case No. CUP 10-06-M1) to allow the license type to be changed from a Type 41 ABC license to a Type 47 ABC license for the on-sale dispensing of beer, wine, and distilled spirits subject to the conditions set forth in Section 5 of this Resolution.

SECTION 5. CONDITIONS. The Planning Commission finds that the foregoing conditions of approval are necessary and appropriate.

A. Standard Conditions

1. The Applicant shall defend, indemnify, and hold harmless the City, its elected and appointed officials, agents, officers, and employees from any claim, action, or proceeding brought against the City, its elected and appointed officials, agents, officers, or employees arising out of, or which are related to the Applicant's project or application (collectively referred to as "proceedings"). The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities, and expenses incurred or awarded in connection with the proceedings whether incurred by the Applicant, the City and/or the parties

- initiating or bringing such proceedings. This indemnity provision shall include the Applicant's obligation to indemnify the City for all the City's costs, fees, and damages that the City incurs in enforcing the indemnification provisions set forth herein. The City shall have the right to choose its own legal counsel to represent the City's interest in the proceedings.
2. The development of the subject site shall be consistent with all provisions of the MMC, Conditional Use Permit No. CUP 10-06-M1/ENV No. 07-24, and the specifications of the City's Planning Division ("Planning Division" or "Planning Department").
 3. The utilization of the subject site shall conform to the allowed use, except as provided for herein and by subsequent revisions found by the Director of the Planning and Community Development ("Director") Department to be in substantial compliance with these provisions.
 4. Within thirty (30) days of the Planning Division transmittal of the Acceptance Form, the Applicant shall sign and return a copy of the Acceptance Form, agreeing to the conditions of approval and acknowledging that failure to comply with such conditions shall constitute grounds for potential revocation of the permit approval. Failure to return the Acceptance Form within thirty (30) days shall constitute grounds for terminating the permit.
 5. All applicable conditions of approval from previous entitlements on the property shall remain in full force and effect, unless otherwise specifically noted in this Resolution.
 6. The Director, at any time, can call for a review of the approved conditions of approval at a duly noticed public hearing before the Planning Commission. These condition(s) may be modified, or new condition(s) added to reduce any impacts of the use. The Planning Commission may revoke the CUP (CUP 10-06-M1/ENV No. 7-24) if sufficient cause is given.
 7. Any change, expansion, intensification and/or modification to the proposed plans use, or mode of operations shall be subject to the review and approval by the Director who may take action or call for review by the Montebello Planning Commission ("Planning Commission") at a noticed public hearing.

8. Any change in ownership, lease, and/or any other change requires a written notice be provided to the Director of Planning and Community Development prior to the change.
9. The existing and/or proposed table layout shall meet the minimum aisle clearance as determined by the Building and Safety Division and City of Montebello Fire Department ("Fire Department").
10. The maximum seating allowed shall be 37 seats.
11. A decorative masonry wall of six feet in height shall be constructed around the parking area of such establishments when said area is adjacent to properties zoned or used for residential purposes or any other sensitive use, such as schools, churches, parks, etc.
12. The noise levels generated by the operation of such establishment shall not exceed sixty-five (65) dBA between the hours of seven (7) a.m. to ten (10) p.m., and not exceed sixty (60) dBA between the hours of ten (10) p.m. to seven (7) a.m., so as to mitigate the impact of adjoining properties zoned or used for residential purposes. The measurement of noise levels shall be taken at the location of the shared property line.
13. The exterior lighting of the parking area shall be kept at an intensity of between one (1) and two (2) foot candles, so as to provide adequate lighting for patrons while not disturbing surrounding residential or commercial areas. Light sources shall be screened from adjacent properties and from the sky.
14. The sale of alcoholic beverages for consumption outside or off the premises shall be prohibited; except, that this provision shall not apply to bona fide restaurants with approved outdoor or sidewalk dining, or to a bona fide restaurant with an approved CUP and an approved license with the ABC for off-sale consumption.
15. Adequate security measures shall be provided as specified by the Montebello Police Department ("Police Department"), including, but not limited to, retaining trained staff and security personnel and providing security devices such as surveillance or burglar alarm systems.
16. As a bona fide restaurant, the business shall possess a supply of food and goods adequate to make substantial food sales and comply with Section 23038

- of the Business and Professions Code. All food must be maintained in a sanitary condition and comply with all Health Department regulations. Failure to serve food (for any reason) shall result in the automatic suspension of all alcoholic beverage sales that are served for on-site consumption until food sales are resumed.
17. The sorting of empty bottles and other recyclable products shall be limited to the hours between 8:00 a.m. to 9:00 p.m. daily.
 18. No signs shall be installed on the site until a sign permit has been approved by the Planning Department and Building & Safety Division in conformance with the provisions set forth in [Chapter 17.62](#) ("Signs") of the MMC.
 19. As stated in [Section 9.04.010](#) ("Drinking in Public") of the MMC, no person shall drink any intoxicating liquor in or upon any public street or public place within the City. Signs shall be posted on the premises both inside and outside specifically citing "[Section 9.04.010](#) - Drinking in Public" of the MMC.
 20. Premises shall be kept clean and the Applicant, Operator, and/or Management of the establishment shall ensure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way.
 21. The Applicant, Operator and/or Management of the establishment shall take the necessary steps to assure the orderly conduct of employees, patrons and visitors on the premises.
 22. The Applicant/Operator/Management of the establishment shall maintain all required State and/or local permits and/or licenses for the sale of alcoholic beverages in good standing.
 23. No person shall sell alcoholic beverages for on-site consumption if there has been any lapse or breach in good standing of any one or more of the permits and/or licenses required for such sale.
 24. In addition to the conditions enumerated above, any other condition may be imposed by City staff.
 25. No alcoholic beverages shall be served in any disposable container such as disposable plastic or paper cups.

26. No outside alcoholic beverages shall be brought into the establishment, Project Site, or premises for personal use or consumption.
27. Any outstanding violations of the MMC shall be remedied prior to the issuance of a Certificate of Occupancy or commencement of alcohol sales, as applicable. The Applicant, Operator, Site Owner, and/or Management shall be responsible for remedying outstanding Code Enforcement issues. When corrective action requires the issuance of a building permit, the building permit must be issued within 12 months of the effective date of this approval. Corrective action that does not require a building permit shall be remedied within one month of the effective date of this approval. The Director may grant an extension to these time frames, but such extensions shall not extend more than one (1) year from the date of this approval.
28. Exterior signage and window signs advertising brands of alcoholic beverages or other signage advertising alcoholic beverages shall not be visible from public right-of-way.
29. It is the responsibility of the Applicant, Site Owner, Operator and/or Management, at their sole expense and cost, to have all graffiti on the site removed within 24 hours of its appearance or be subject to citations from the City Code Enforcement Division ("Code Enforcement").
30. The Applicant or successor in interest shall meet the applicable code requirements and all other City department regulations.
31. In the event the Applicant violates or fails to comply with any conditions of approval of this permit, no further permits, licenses, approvals, or certificate of occupancy shall be issued until such violation(s) has been fully remedied.
32. The Applicant, Owner, Management and/or successor of the use shall bear full cost of all monitoring and inspection activities to be conducted by City staff or its designated consultant representative(s) as necessary to ensure compliance with the conditions of this Resolution.
33. The operation of the said use shall at all times be conducted in a manner not detrimental to surrounding properties or residents by reason of lights, noise, activities, parking, or other actions.

34. The approval of the entitlement shall expire if the rights granted are not exercised within one (1) year from the conditional use permit's effective date. Exercise of right shall mean issuance of a building permit to commence construction, issuance of alcohol license from ABC, or similar activities demonstrating the intent to proceed with the project, as determined by the Director.
35. Prior to commencement of alcohol sales, the Applicant/Operator/Management shall post a notice in a conspicuous location within the building stating that the site is regulated by a CUP and the Acceptance Form, which includes the establishment's conditions of approval, is available upon request. This notice shall remain posted at all times the establishment is in operation.
36. The Applicant and operator shall prepare and submit an annual project compliance report. This report is due annually for the first two (2) years of alcohol sales, starting one year from the date of issuance of the Type 47 ABC license. The compliance report must be submitted to the Director to demonstrate compliance with the Conditions of Approval. The Director shall transmit the annual project compliance report to the Planning Commission to either receive and file or take any other action as deemed necessary.
37. The kitchen shall be open and serving food during all hours of operation in all dining areas of the establishment. Menus are subject to review and approval from the Planning Department as part of the annual compliance review.
38. The business shall be operated as a "bona fide restaurant" at all times, as defined in Section 17.61.020 of the MMC. A full menu shall be available to all patrons during all hours of operation. There shall be no restriction on the age of customers except as stated in the conditions of approval.
39. No more than 50% of total gross revenues per year shall be from alcohol sales. The Applicant shall maintain records of gross revenue sources which shall be submitted to the Director and/or ABC upon request.
40. Prior to the commencement of alcohol sales, all employees who will sell alcoholic beverages shall be required to attend either the Department of ABC RBS training or a comparable in-house training program approved by the Director. Any employees hired after the commencement of alcohol sales shall be required to attend RBS training or the approved in-house training within thirty (30) days of their hire date.

41. The following on-site requirements of the MMC and/or the specifications of the Police Department and Code Enforcement Division shall be complied with at all times:

- a. Live entertainment (i.e. musician(s), disc jockey, comedy acts, pay-per-view sporting broadcasts, recitals, seminars and other live acts) is authorized during permitted hours unless expressly stated otherwise in this Resolution. The Applicant, Operator and/or Management of the establishment is required to notify the City and obtain the Director's approval for live entertainment.
- b. Promoter produced parties or events shall be prohibited. These events include private parties with outside promoters who profit from organizing and/or drawing attendees to the events. Any and all type of advertisements and promotions which promote events or operations in violation of this CUP and conditions of approval shall be subject to citation(s) from the Code Enforcement Division.
- c. All live entertainment (when permitted) shall cease no later than 30 minutes prior to closing time.
- d. Fundraisers for non-profit organizations registered with the federal government shall be permitted provided that they are open to the public and fall within the conditions of this CUP.
- e. Adult entertainment of any nature is strictly prohibited. Televised and/or recorded adult entertainment is prohibited. The Police Department and regulations contained in the MMC shall determine what constitutes "adult" entertainment and where it is allowed.
- f. There shall be no bottle service provided, except for wine.
- g. Dial-A-Ride and taxicab phone numbers shall be posted in conspicuous locations throughout the establishment at all times.

- h. The availability of a variety of non-alcoholic beverages shall be made known and offered to the customers.
- i. Licensed private patrol officers or security guards may be required for any events that trigger a Temporary Use Permit pursuant to MMC Chapter 12.16 – Temporary Permits for Outdoor Activities.
- j. Should a line form outside the restaurant, the line shall be kept quiet and orderly at all times. Lines which block the entrances to any other open business or any parking space or any part of the public-right-of way are prohibited.
- k. No promotional or reduced drink specials shall be allowed all day on Saturday and/or Sunday, and/or after 8:00 p.m. Monday through Friday, and/or when dancing and/or live entertainment are occurring in any area.
- l. A copy of the ABC license, business license, health permit, seller's permit, and all other required licenses shall be posted and made readily available to any licensing, code enforcement, public health, and law enforcement officer.
- m. The premises shall be subject to inspection by members of the Police Department, Fire Department, Code Enforcement, Los Angeles County Department of Public Health or, any other law enforcement officer at any time without warrant.
- n. A responsible person over the age of 21 must be on the premises at all times while the business is open. This person must possess valid identification.
- o. Staff under the age of 21 cannot serve alcohol.
- p. No gambling of any type shall be allowed on the premises.
- q. The Police Department reserves the right to review this CUP at any time if there are excessive calls for service or if the Police Department feels that the operation of the establishment is a risk to public health, safety, welfare, or morals.

- r. The Police Department reserves the right to close the business if it appears that the continued operation would create an unsafe environment for the employees, patrons, bystanders, or emergency personnel. Examples would include, but not limited to, patrons fighting, overcrowding, unruly crowds, threats to public health and welfare, etc.
 - s. The business owner shall install, maintain, and obtain City permits for a burglary and robbery alarm system. The Police Department shall approve the plans for the alarm system and placement of the panic buttons prior to the issuance of a Certificate of Occupancy or commencement of alcohol sales, as applicable.
 - t. Doors that are not utilized for customer access shall be locked from the outside and have alarmed panic hardware.
 - u. If police or fire services are required at the location, the Applicant will be responsible for reimbursing the City for all related costs.
 - v. If Code Enforcement is required due to any code violations and/or violations of the conditions of this CUP, the applicant will be responsible to reimburse the City for all inspections and costs.
 - w. An approved Emergency Access Plan shall be provided, subject to review and approval of the Police and Fire Departments prior to issuance of the Certificate of Occupancy or commencement of alcohol sales, as applicable.
 - x. A signed copy of the Acceptance Form shall be kept at the business and presented to any law enforcement officer on demand.
 - y. Any violation of the conditions of this permit may cause the revocation of the subject CUP.
42. This approval shall not supersede the approval of any other responsible agencies. The Applicant shall comply with all Federal, State and local laws.
43. The Planning Commission shall have the right to impose additional conditions for the protection of the public health, safety, and welfare.

B. Building Division Conditions

1. The second sheet of building plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
2. Plans prepared in compliance with the current Building Code shall be submitted to the Building Division for review prior to permit issuance.
3. The proposed installation of a bar in the existing dining area will increase the occupant load. Provide an occupant load analysis per Chapter 10 of the Building Code and demonstrate all applicable means of egress requirements are met. For a dining area with an occupant load exceeding 49, the required exits (two minimum) shall be arranged per Section 1007.1.1 and 1016.2 without egressing through the kitchen or storage.
4. The proposed installation of a bar in the existing dining area will increase the occupant load. Provide an analysis for determining minimum plumbing fixture quantities per Chapter 4 of the Plumbing Code. Justify additional lavatories, urinal, water closets are not required to be installed. When new plumbing fixtures for toilet facilities are required, their design and construction shall comply with Chapter 11B of the Building Code regarding accessibility requirements as well.
5. All State of California disability access regulations for accessibility shall be complied with.
6. Summary of Accessibility Upgrades for Commercial Projects shall be completed, and the completed form shall be copied on the plans. The form can be found at the following link:
<https://www.dropbox.com/s/4xkjyn5fhggpotk/Accessibility%20Upgrade%20Summary%20Form.pdf?dl=0>
7. Structural calculations prepared under the direction of an architect, civil engineer or structural engineer shall be provided.
8. Approval is required from the Los Angeles County Health Department for restaurants.
9. Separate application and plan review is required for Electrical plans.
10. Separate application and plan review is required for Plumbing plans.
11. Project shall comply with the CalGreen Non-Residential mandatory requirements.

C. Fire Department Conditions

1. The development shall comply with all applicable provisions of the California Fire Code, referenced NFPA standards, and local ordinances.
2. Additional requirements may be added during the plan check process, if applicable.

PASSED AND ADOPTED this 4th day of June, 2024 by the Planning Commission.

Chair Morales:	() AYE () NOE () ABSENT () ABSTAIN
Commissioner Cuevas:	() AYE () NOE () ABSENT () ABSTAIN
Commissioner Lomeli:	() AYE () NOE () ABSENT () ABSTAIN
Commissioner Medina:	() AYE () NOE () ABSENT () ABSTAIN
Commissioner Valdez:	() AYE () NOE () ABSENT () ABSTAIN

Alicia Morales, Chair

ATTEST:

Joseph A. Palombi, Director
Planning & Community Development Department

RESOLUTION NO. PC 4-07

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT TO LEGALIZE THE NON-CONFORMING ENTITLEMENT OF ON-SITE ALCOHOL SALES, EXTEND THE BUSINESS HOURS, AND INCORPORATE ADDITIONAL ENTERTAINMENT.

Case No: Conditional Use Permit 10-06
Applicant: Francisco Abel Alfaro (Little Mexico Seafood and Mexican Family Restaurant)
Location: 1923 W. Whittier Boulevard

THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO DOES HEREBY RESOLVES AS FOLLOWS:

SECTION 1. That the Planning Commission of the City of Montebello does find, determine, and declare as follows:

1. That the application was made by Francisco Abel Alfaro to legalize the non-conforming entitlement of on-site alcohol sales, extend the hours of operation, and incorporate additional entertainment at an existing restaurant located at 1923 W. Whittier Boulevard ("Subject Site"); and
2. That the Planning Commission conducted a duly noticed public hearing upon said application on (date to be determined), and based on the evidence presented in the staff report, Planning Commission's file, and each of the members of the Planning Commission being familiar with the subject site, has determined that the facts required for the approval of Conditional Use Permit 10-06 are adequate, and should be granted subject to the conditions of approval hereinafter set forth.

SECTION 2. Based on the entire record before the Planning Commission and all written and oral evidence presented, the Planning Commission finds the proposed project complies with the California Environmental Quality Act (CEQA) and hereby adopts the Notice of Exemption for the following reasons:

1. Pursuant to California Environmental Quality Act (CEQA) Section 15301, the proposed project is categorically exempt under a Class 1 (Existing Facilities) exemption. A Class 1 exemption specifically relates to the operations of an existing public or private structure involving negligible or no expansion of the use. In this case, the proposal would allow the existing restaurant to sell alcohol, extend the hours of operation, and incorporate additional entertainment with the restaurant operations. A Notice of Exemption has been prepared and posted at City Hall on March 7, 2007.

SECTION 3. That the following findings are hereby adopted as the Findings of the Planning Commission as follows:

1. *The site for the proposed use is adequate in size and shape in that the subject site is approximately 35,510 square feet, and is developed with a 13,500 square foot one-story multi-tenant commercial building that is adequate in size to house the existing 2,408 square foot restaurant. Furthermore, the proposal does not entail structural addition, or expansion of use into any other tenant space. As such, the subject site is adequate in size and shape to accommodate the legalization of the non-conforming entitlement for on-site alcohol sales, the extension of the hours of operation, and the incorporation of additional entertainment.*

2. *The site has sufficient access to streets and highways, and is adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use.* The subject site is located on Whittier Boulevard, a major east/west arterial street that is adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use. In addition, the subject site has been developed as a commercial center since 1977 with adequate parking for uses that occupied site.
3. *The proposed use will not have an adverse effect upon adjacent or abutting properties.* The proposed use is subject to the review and approval of a Conditional Use Permit to evaluate the compatibility of the proposal to the surrounding properties. In this case, the Conditional Use Permit would allow the City to impose conditions and restrictions on the on-site sales of alcohol and the entertainment as well as the hours of operations so as to minimize potential adverse effects on the surrounding areas.
4. *The proposed use is consistent with the objectives of the community redevelopment project area in which the site is located.* The subject site is in the Redevelopment Project area, which has been targeted for redevelopment. However, the approval of the Conditional Use Permit for the proposed use would not hinder redevelopment efforts along Whittier Boulevard since a restaurant use is the type of use that is anticipated and planned for in the central business district as a way to foster revitalization efforts.
5. *The proposed use serves the public convenience and necessity, based upon all factors outlined in Section 17.61.060 of the Montebello Municipal Code.* Since the existing restaurant has a legal nonconforming status with respect to the on-site sale of alcohol, and already has in its possession a Type 41 liquor license (On-site Beer and Wine Sales Eating Place), the factors outlined in Section 17.61.060 do not apply.
6. *The proposed use will not adversely affect nearby residents and facilities primarily devoted to use by children, families, and the general public, after giving consideration to the distance or proximity of the proposed alcoholic beverage establishment to residential districts, schools (public or private), day care centers, public parks, playgrounds and other recreational facilities, churches and other places of religious worship, hospitals, clinics or other health care facilities.* The proposed use is located within 300 feet of a church and residential area. However, it has been in existence since 1997, which is prior to the adoption of the Alcohol Ordinance on August 22, 2001. Furthermore, the granting of a Conditional Use Permit entitlement for the proposed use would impose restrictions on the establishment, and thus minimizing any adverse effects that may already exist on site.

SECTION 4. That the Planning Commission approves Conditional Use Permit 10-06, subject to the following conditions of approval:

1. The development and utilization of the subject site shall substantially conform to the site plan labeled Planning Commission Exhibit "A" dated March 20, 2007, including the uses as shown, except as provided for herein, and by subsequent revisions found by the Director of Planning to be in substantial compliance with these provisions.
2. Development of the site shall be consistent with all of the provisions of the Montebello Municipal Code (MMC) and the specifications of the Planning Department, including but not limited to:
 - a. The Director of Planning shall have the option, at any time, to request for a review of the approved conditions of approval at a duly noticed public hearing whereupon certain condition(s) may be modified, or new condition(s) added.

- b. The approval of this application legalizes the on-site sale of alcohol in conjunction with extending the hours of operation, and additional entertainment at an existing restaurant located at 1923 West Whittier Boulevard. Any change from the approved use of the existing restaurant shall require a modification to the Conditional Use Permit with a public hearing before the Planning Commission.
 - c. The maximum seating allowed shall be 29 seats.
 - d. The premises shall be kept clean and the operator of the establishment shall insure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way.
 - e. All windows of the facility shall be treated with an anti-graffiti film, if applicable.
 - f. Prior to the installation of signs for the project, the applicant shall submit the required plans under a separate permit for review and approval by the Planning Department, if applicable.
 - g. A copy of the approved Resolution shall be attached to the construction plans for any site improvement at the submittal of plans for plan check.
 - h. This approval shall not supersede the approval of any other affected agencies. The applicant shall comply with all of the requirements and conditions from any applicable state and outside agencies.
 - i. These conditions of approval must be posted in a conspicuous location for public viewing within the restaurant on a continuous basis for the life of this Conditional Use Permit beginning on the date the alcohol sales commences.
3. The following on-site requirements shall comply with the security provisions of the Montebello Municipal Code and/or the specifications of the Montebello Police Department:
- a. No pool tables or other gaming devices shall be allowed.
 - b. The number of television sets shall be limited to a maximum of two. The screen size for the standard television shall not exceed 32", and the screen size for the large screen television shall not exceed 50".
 - c. No "adult" televised or recorded entertainment shall be allowed. The Police Department shall determine what constitutes "adult" entertainment.
 - d. Normal televised sporting events shall be permitted. Any major televised sporting events, such as: World Series Baseball games, the Super Bowl Game, World Cup Soccer, major boxing matches, etc. shall require prior approval by the Police Department. The business shall be required to contact the Police Department a minimum of ten (10) days prior to any such event and comply with all security requirements as requested by the Police Department. Sporting events requiring prior approval and security requirements from the Police Department shall not be limited to those listed above. It shall be the responsibility of the business owner/management to check with the Police Department to see if an event requires authorization. The Police Department shall provide the business owner/manager with written approval, stating security requirements if any prior to the televised event.
 - e. Pay-Per-View events shall strictly be prohibited.
 - f. The sale of alcoholic beverages for consumption off the premises shall be prohibited.

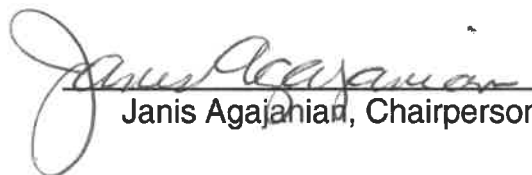
- g. Alcoholic beverages shall be served in non-disposable containers.
- h. Signs advertising types of alcoholic beverages for sale shall not be visible from outside the subject site.
- i. The management of the restaurant shall take the necessary steps to assure the orderly conduct of employees, patrons and visitors.
- j. The owner of the establishment shall maintain all required permits and/or licenses for the sale of alcoholic beverages in good standing.
- k. Taxicab phone numbers shall be posted in conspicuous locations at all times.
- l. All employees selling or serving alcohol shall be required to participate in an alcohol management training program prior to selling/serving alcohol.
- m. The availability of a variety of non-alcoholic beverages shall be made known and offered to the customers.
- n. No person shall sell alcoholic beverages for on-premises consumption if there has been any lapse or breach in the good standing of any one or more of the permits and/or licenses required for such sale.
- o. The consumption of alcoholic beverages is prohibited on any public street or public place within the City, per Section 9.04.010 of the MMC. The management shall take appropriate measures to ensure that no consumption of alcoholic beverages occurs outside of the building, in the parking lot, or around the premises.
- p. The applicant shall instruct all employees to follow the directions and comply with the requests of any on-duty law enforcement officer or public safety personnel. (This does not include any request that would violate the employee's or the applicant's rights, such as: a request to search an employee's personal property or person; a request to search inside desk drawers in the office area, etc. the employee has the right to refuse or grant permission on these types of requests.)
- q. The applicant shall have no oversized menu boards for the purpose of ordering meals. All food/drink orders shall be ordered in a fashion that is compliance with Section 17.61.020 of the MMC.
- r. Food service shall be available during all hours of operation and the kitchen shall remain open during all operating hours.
- s. Noise levels generated from the business and its patrons shall be kept at a level as not to disturb the adjoining properties.
- t. No person under the age of eighteen shall be permitted inside the location after 10:00 p.m. unless accompanied by a parent or guardian.
- u. Live entertainment is prohibited, with the following exceptions: Mariachis, a single vocalist, a single musician. (Live bands, dancers, karaoke, and etc. are prohibited.)
- v. The management of the establishment shall take the necessary steps to prevent loitering in the parking lot, the public right-of-way, and surrounding area.
- w. Private parties shall not be held without the City issued Temporary Use Permit.

- x. Fundraisers for bona fide non-profit organizations are permitted providing that they are open to the public and fall within all the conditions of this permit.
- y. Dancing is not permitted.
- z. One jukebox is permitted, provided it is licensed by the City of Montebello.
- aa. The hours of operation shall be limited to 6:00 a.m. until 11:00 p.m. Sundays through Thursdays and 6:00 a.m. until 12:00 a.m. on Fridays and Saturdays.
- bb. The occupancy load shall not exceed 49 persons at any time and business shall post occupant load signage. The applicant may raise the occupancy load with written permission from the Fire Marshal. Should the applicant have the occupancy load changed the Police Department must be notified in writing of the intent to do so prior to making the request to the Fire Marshal and notify the Police Department in writing of the new occupancy load, should one be approved.
- cc. No promotional or reduced drink special shall be allowed.
- dd. The premises shall be subject to inspection by members of the Montebello Police Department, Montebello Fire Department, Montebello Code Enforcement, or any other law enforcement officer at any time without warrant.
- ee. The floor plans and usage shall not change without prior approval from the Montebello Police and Fire Departments.
- ff. The business shall not provide any seating or allow alcohol consumption outside of the building.
- gg. A responsible person will remain on the premises at all times while the business is open. This person must possess valid identification.
- hh. No gambling of any type shall be allowed on the premises.
- ii. The Police Department reserves the right to close the business if it appears that the continued operation would create an unsafe environment for the employees, patrons, bystanders, or emergency personnel. Examples would include, but not limited to, patrons fighting, overcrowding, unruly crowds, etc.
- jj. An approved Emergency Access Plan shall be provided, subject to review and approval of the Police and Fire Departments.
- kk. The applicants will comply with all Federal, State, and local laws.
- ll. A copy of the conditions of approval contained in Planning Commission Resolution No. PC 4-07 shall be kept at the business establishment and presented to any law enforcement officer on demand.
- mm. The conditions of approval of the Conditional Use Permit are subject to review by the Montebello Police Department every six (6) months.
- nn. Any violation of the conditions of this permit may cause the revocation of the subject Conditional Use Permit.

- 7. The development and utilization of the site shall comply with all of the provisions of the Montebello Municipal Code, and the City adopted versions of the Uniform Building Code and of the Building and Safety Division, including but not limited to:

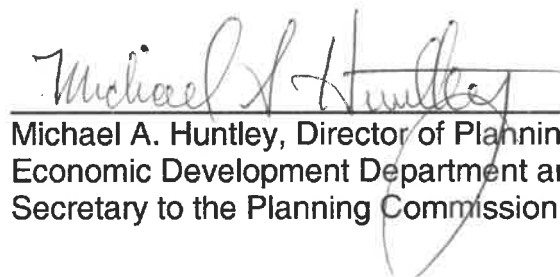
- a. The buildings shall comply with all current California Building, Plumbing, Mechanical, and Electrical Codes, and City Ordinances requirements: C.B.C. 2001, UMC 2000, UBC 1997, UPC 2000, NEC 1999.
 - b. The applicant shall have all doors swing outward
 - c. The applicant shall provide a new rear door with panic hardware installed due to the occupancy.
 - d. The project shall meet all A.D.A requirements.
 - e. The gates that close off the rear area shall have panic hardware installed.
 - f. The rear exit shall have 1 cfp lighting.
8. Development of the site shall be consistent with all of the provisions of the Montebello Municipal Code (MMC) and the City adopted versions of the Uniform Fire Code, including but not limited to the following:
- a. The project shall be in compliance with all notes on the submitted plans.

SECTION 5. FINALLY RESOLVED, that the Secretary be instructed to forward a copy of this Resolution to the applicant for his attention, and that the Secretary advise the applicant that this decision, or any part of it, may be appealed to the City Council by the applicant, opponent, or the City Council on its own motion, in the manner specified in Section 17.78.070 of the Montebello Municipal Code.


 Janis Agajanian, Chairperson

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Planning Commission of the City of Montebello at a regular meeting held on Tuesday, March 20, 2007, and carried by the following vote:

AYES:	Commissioners:	Gutierrez, Guzman, Manuel, Schneider, Lozano and Agajanian
NOES:	Commissioner:	None
ABSENT:	Commissioner:	Commissioner Montano
ABSTAIN:	Commissioners:	None


 Michael A. Huntley, Director of Planning and Economic Development Department and Secretary to the Planning Commission

Notice of CEQA Exemption

Exhibit C

To:

County of Los Angeles
Registrar-Recorder/County Clerk
12400 Imperial Highway
Norwalk, CA 90650

From:

City of Montebello
Planning & Community Development Department
1600 W. Beverly Blvd.
Montebello, CA 90640

Lead Agency: City of Montebello Planning and Community Development Department

Project Title: Little Mexico Restaurant CUP Modification

Project Location: 1923 W. Whittier Blvd

Case Number(s): CUP 10-06-M1, ENV No. 7-24

Description of Nature, Purpose, and Beneficiaries of Project: The project involves modifying the California Department of Alcoholic Beverage Control (“ABC”) license type currently active at 1923 W. Whittier Blvd from a type 41 license (On-Sale Beer & Wine – Eating Place) to a type 47 license (On-Sale General – Eating Place) on behalf of the business owner, Little Mexico Seafood, Inc.

Name of the Public Agency Approving the Project: City of Montebello

Name of Person or Agency Carrying Out the Project: Little Mexico Seafood, Inc.

Exempt Status (*check one*)

- ☐ Ministerial (Sec. 21080(b)(1); 15268(b)(3))
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☒ Categorical Exemption. State type and section number: Class 1- CEQA Section 15301 (Existing Facilities)
☐ Statutory Exemptions. State code number:

Justification for Project Exemption:

The Project is Categorically Exempt per CEQA Guidelines §15301 - Class 1 (Existing Facilities) and none of the exceptions under § 15300.2 apply. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former uses. The Project consists of the operation and licensing of a private structure and does not involve any expansion of the existing use.

Lead Agency Contact Person: Joseph Palombi, Director of Planning & Community Development

Area Code/Telephone/Extension: (323) 887-1478

If filed by applicant, attach certified document issued by the Planning and Community Development Department stating that the Department has found the project to be exempt.

Signature: _____ **Date:** _____ **Title:** _____

☒ Signed by Lead Agency

☐ Signed by Applicant



NOTICE OF PUBLIC HEARING CITY OF MONTEBELLO PLANNING COMMISSION

Modification to Conditional Use Permit (CUP 10-06) Categorical Exemption (Section §15301 – Class 1 “Existing Facilities”)

Location: 1923 W. Whittier Blvd, Montebello, CA 90640

Case No.: CUP 10-06-M1/ENV No. 7-24

Applicant: Little Mexico Seafood, Inc.

Project Description: The Applicant seeks approval of a proposed modification to Conditional Use Permit (CUP) No. 10-06 to upgrade the California Department of Alcoholic Beverage Control (ABC) license type from a type 41 license (On-Sale Beer & Wine – Eating Place) to a type 47 license (On-Sale General – Eating Place) for the restaurant located at 1923 Whittier Blvd (the “Project Site”). No alteration to the Project Site is proposed in connection with the modification of the alcohol license.

Zone: C-2 (General Commercial)

General Plan Designation: General Commercial

Environmental: The proposal is considered a “Project” and is categorically exempt under the California Environmental Quality Act (CEQA) Section 15301 – Class 1 (Existing Facilities) because it involves negligible or no expansion of the existing or former use.

NOTICE IS HEREBY GIVEN that the City of Montebello (“City”) Planning Commission (“Planning Commission”) will hold a public hearing to consider the CUP application described above. The meeting is scheduled to be held on:

Date: Tuesday, June 4, 2024

Time: 6:30 p.m.

Place: City Hall Council Chambers

1600 West Beverly Boulevard, Montebello, CA, 90640

For those interested in participating in-person during the Public Comment period(s) or public testimony period for Public Hearings of the Planning Commission, you may address the Planning Commission in person the day of the meeting. Speakers will be required to fill out a speaker card provided at the door and turn it into the Administrative Secretary prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received.

The public may also submit emailed comments via the City’s email address: pcpubliccomment@montebellocal.gov where the public can submit written public comments up until the day of the meeting, **Tuesday, June 4, 2024 between 7:30 a.m. – 6:00 p.m.** These comments will be read out loud and submitted for the record. Additional Information related to the Planning Commission meetings can be located on the City’s webpage: <https://www.montebellocal.gov/cms/One.aspx?portalId=58756&pageId=61848>.

Written comments may also be mailed or delivered to the Planning Commission at the Planning Division office address identified below on or before the meeting date. If you challenge the matter in court, you may be limited to raising those issues you or someone else raised at the public hearing, or in written correspondence delivered to the City of Montebello at, or prior to, the public hearing.

For more information about the project and the related environmental documentation please contact:

Contact Person: Daniel Ruiz, Assistant Planner

Phone: 323.887.1200 Ext. 1484 / **Email:** druiz@montebellocal.gov

Address: City of Montebello, City Hall, Planning Division, 1600 W. Beverly Blvd, Montebello, CA 90640

City Website: www.montebellocal.gov

Date of Publication: May 23, 2024

PROJECT DATA

PROJECT ADDRESS/ LEGAL INFORMATION

1923 WHITTIER BLVD
MONTEBELLO, CA 90640
A.P.N. 6337-007-010
TRACT: 10508
LOT:10

PROPERTY OWNERS

MR. FRANCISCO ALFARO
1923 WHITTIER BLVD.
MONTEBELLO, CA 90640
TELEPHONE: 323-717-4472

PROJECT PROPOSAL

C.U.P. APPLICATION FOR ALCOHOL
SALES

BUILDING CODE DATA

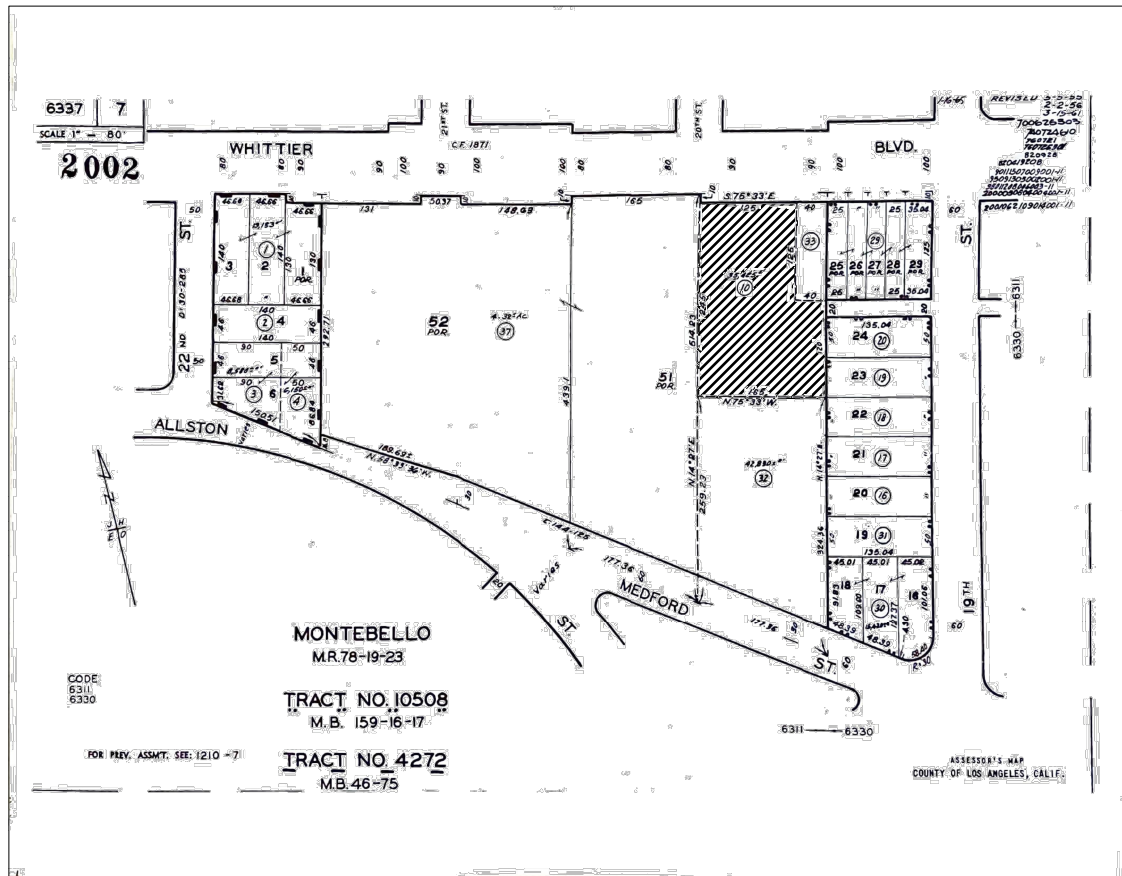
ZONE: C-2
USE: GENERAL COMMERCIAL
OCCUPANCY GROUP:
TYPE OF CONSTRUCTION: V - B
SPRINKLERS: YES

SQUARE FOOTAGE BREAKDOWN

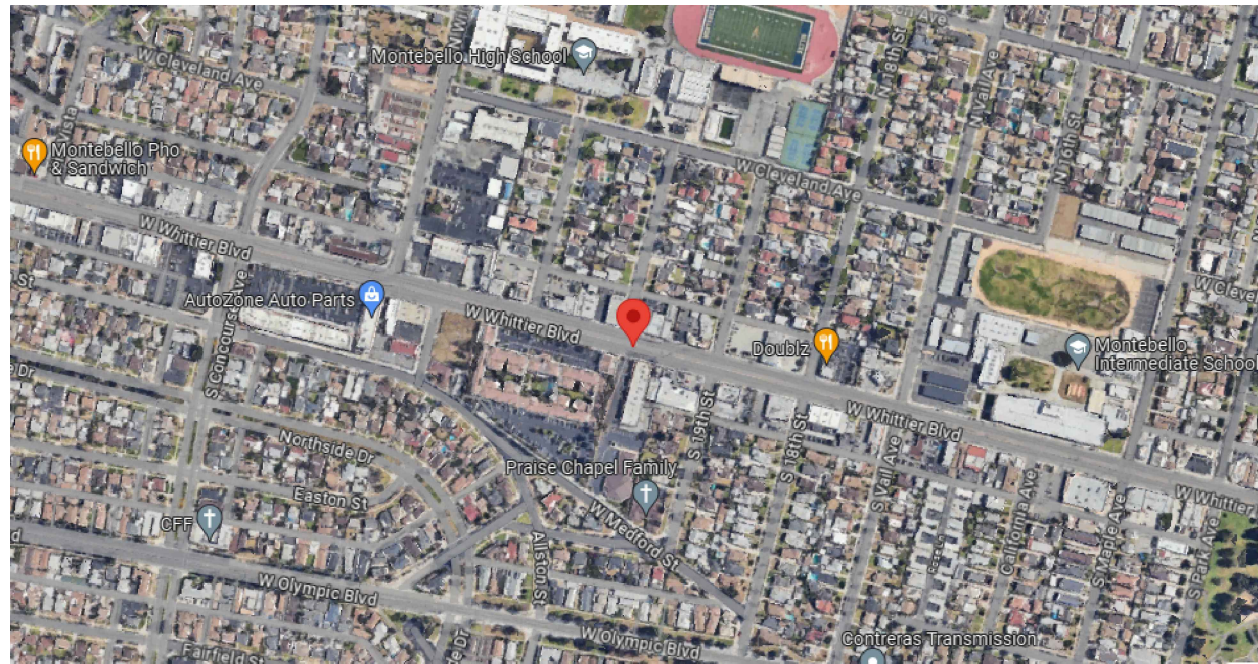
LOT SIZE: 35,425.0 SQ. FT.
(E) BUILDING AREA: 13,500.0 SQ. FT.
(E) OPEN PARKING AREA: 15,668.0 SQ. FT.
LOT COVERAGE 13,500 / 35,425 =0.38%

REQUIRED PARKING SPOTS FOR RESTAURANT			
1/3 SEATS	+ 373	+ 12	
1/400 SQ.FT	+ 2400/400	+ 6	
TOTAL SPOTS REQUIRED		+ 18	

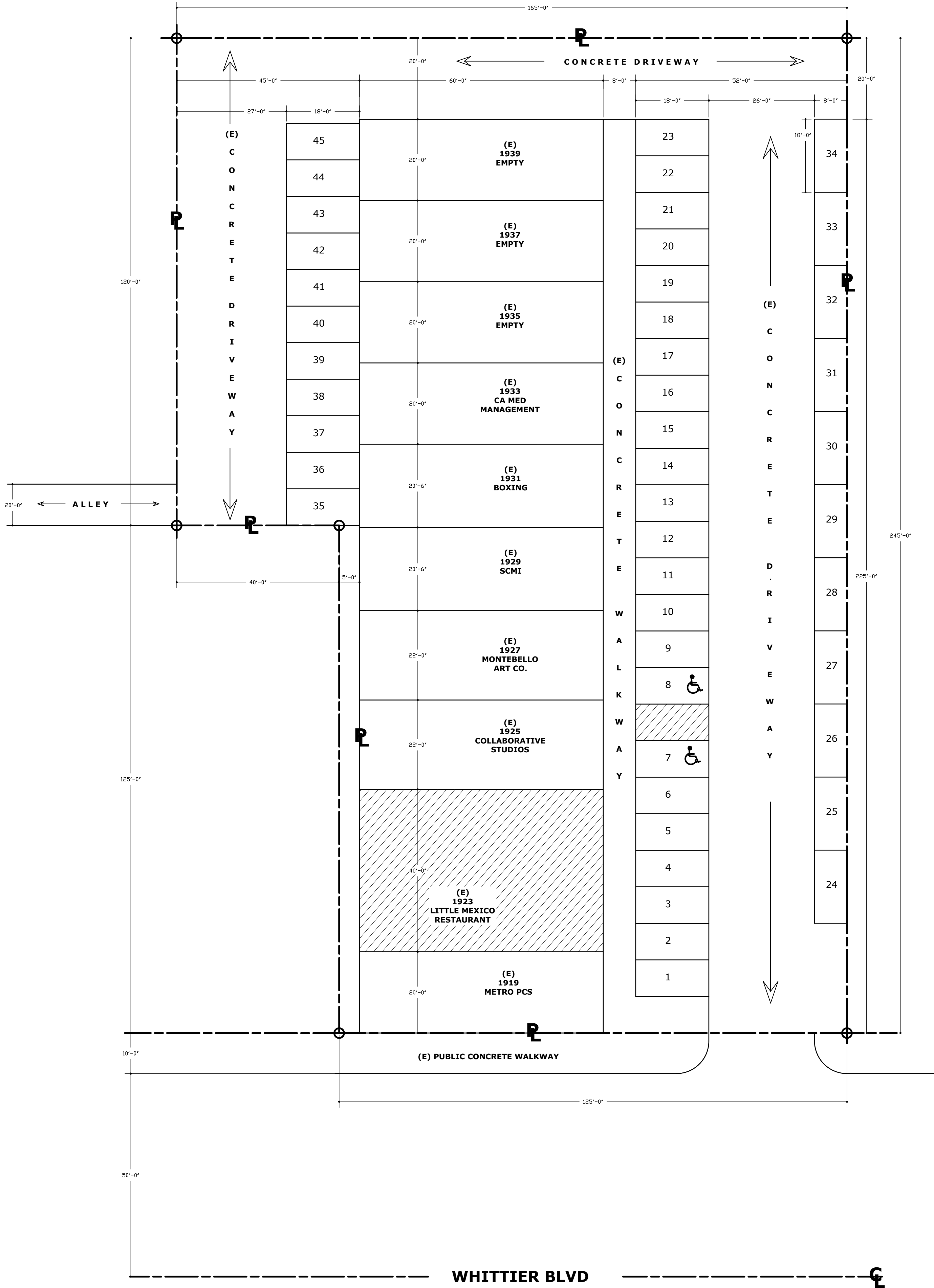
COMMERCIAL CENTER PARKING BREAKDOWN			
BUSINESS	USE	GROSS AREA (SQ. FT.)	PARKING SPOTS REQUIRED
1919	RETAIL	1200	3
1923	RESTAURANT	2400	18
1925	PERSONAL SERVICES	1200	3
1927	PERSONAL SERVICES	1200	3
1929	OFFICE	1200	3
1931	HEALTH CLUB	1230	3
1933	OFFICE	1200	3
1935	EMPTY	1200	N/A
1937	EMPTY	1200	N/A
1939	EMPTY	1200	N/A
TOTAL PARKING REQUIRED			36
TOTAL PARKING PROVIDED			45



PARCEL MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE



SITE PLAN

1/16" = 1'-0"

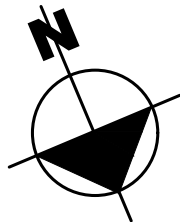
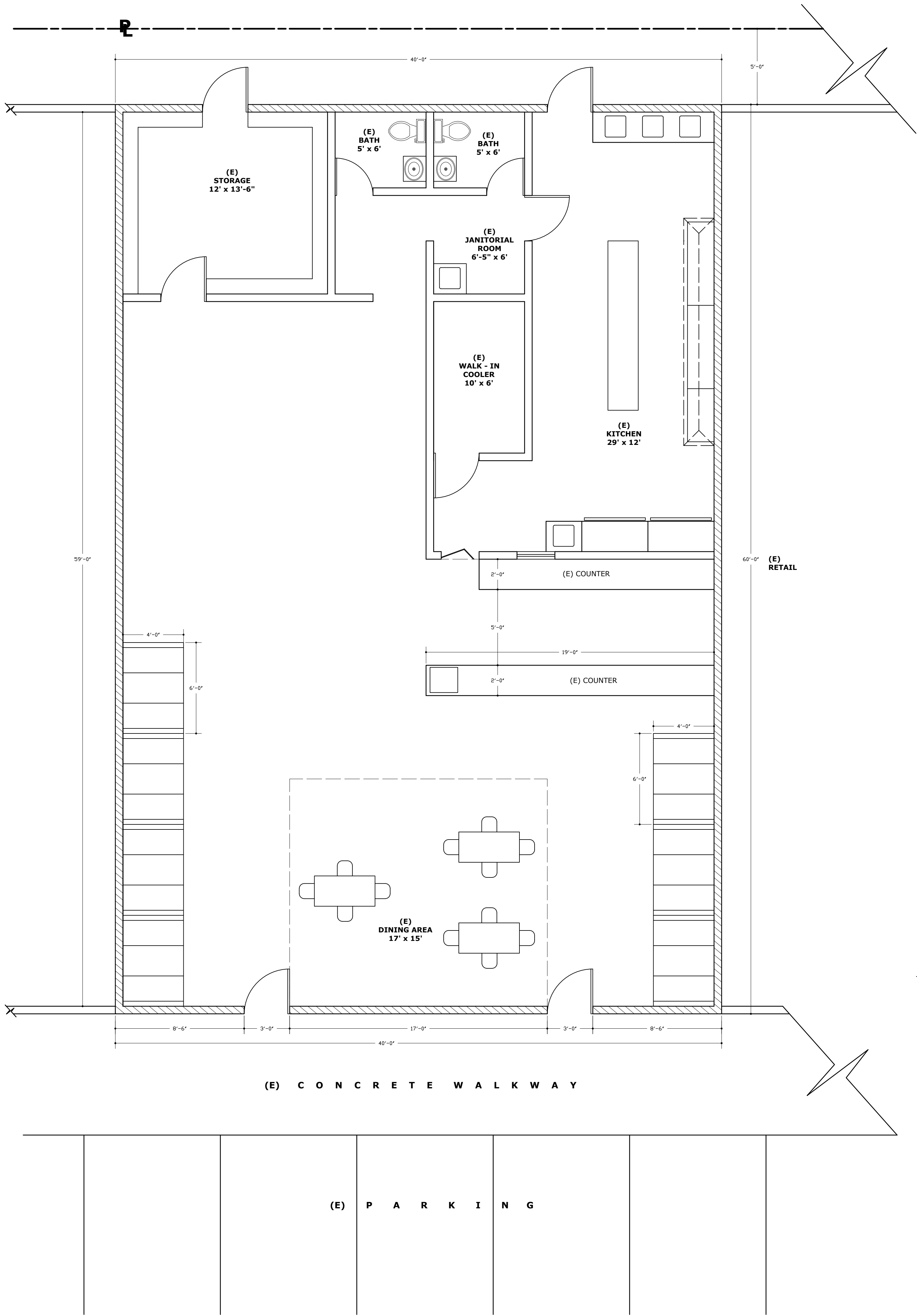


EXHIBIT E

REVISIONS	BY
DISCLAIMER THESE DRAWINGS AND SPECIFICATIONS ARE PROPERTY AND COPYRIGHT OF OLIVIA GUERRERO AND SHALL NOT BE USED IN ANY OTHER MANNER WITHOUT THE WRITTEN AGREEMENT OF THE DESIGNER. THE PROJECT DESIGNER OR ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY ACTION TAKEN BY ANYONE ON THE PROJECT IF THAT PERSON WAS NOT AWARE OF ANY DESIGNING CHANGES. NO LIABILITY IN THE CALCULATIONS, DRAWINGS OR SPECIFICATIONS. THE PROJECT ENGINEER OR ENGINEER HAS BEEN NOTIFIED IN WRITING CORRECTING THE DISCREPANCY MADE THE NOTIFICATION. THE CLIENT GUARANTEES THE VERACITY OF THE CALCULATIONS, DRAWINGS OR SPECIFICATIONS. DESIGNER OR ENGINEER IS NOT RESPONSIBLE FOR THE EXISTING CONDITIONS OF EXISTING SITE AND/OR BUILDING.	
	
OLIVIA GUERRERO PLANNING / DESIGN oliguerra@gmail.com 15709 Dianthus Ave Fontana, CA 92335 323 . 534 - 5158	
C.U.P. APPLICATION FOR ALCOHOL SALES MR. FRANCISCO ALFARO 1923 WHITTIER BLVD. MONTEBELLO, CA 90640 TELEPHONE: 323 - 717 - 4472	
SITE PLAN	
STAMP APPROVAL	
Date : 22 - 02 - 2024	
Scale : Shown	
Drawn : Arch. Pamela Morales +593 95 968 9228	
Job :	
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A-1	
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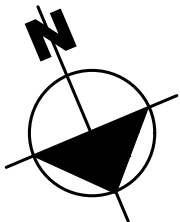


RESTAURANT SQUARE BREAKDOWN			
(E) DINING AREA	=	591.0	SQ.FT
(E) KITCHEN	=	387.0	SQ.FT
(E) BATHROOM AREA	=	30.0	SQ.FT
(E) BATHROOM AREA	=	30.0	SQ.FT
(E) STORAGE AREA	=	162.0	SQ.FT
(E) WALK - IN COOLER AREA	=	60.0	SQ.FT
(E) JANITORIAL ROOM AREA	=	39.0	SQ.FT
(E) COUNTER / SERVING AREA	=	171.0	SQ.FT
TOTAL	=	1470.0	SQ.FT

REQUIRED PARKING			
1/400 SQ.FT	=	2400/400	= 6
1/3 SEATS	=	37/3	= 12
TOTAL REQUIRED PARKING	=		18

OCCUPANT LOAD CALCULATION			
STORAGE AREA (STORAGE / WALKING COOLER)	222.0	SQ.FT / 300 SQ.FT	= 1
KITCHEN AREA (COMMERCIAL KITCHEN)	387	SQ.FT / 200 SQ.FT PER OCCUPANT	= 2
FIXED SEATING BOOTH	14 BENCHES x 4L.F = 56 L.F 56 L.F / 2' PER OCCUPANT		= 28
DINING AREA UNFIXED TABLES & CHAIRS	255	SQ.FT /15 SQ.FT PER OCCUPANT	= 17
TOTAL OCCUPANT LOAD			= 48

(E) FLOOR PLAN
1/4" = 1'-0"



REVISIONS

BY

DISCLAIMER

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OLIVIA GUERRERO

PLANNING / DESIGN

oligossa@gmail.com

15709 Diantus Ave

Fontana, CA 92335

323 . 534 - 5158

C.U.P. APPLICATION FOR ALCOHOL SALES

MR. FRANCISCO ALFARO

1923 WHITTIER BLVD.

MONTEBELLO, CA 90640

TELEPHONE: 323 - 717 - 4472

(E) FLOOR PLAN

STAMP APPROVAL

Date :

22 - 02 - 2024

Scale :

Shown

Drawn :

Arch. Pamela Morales

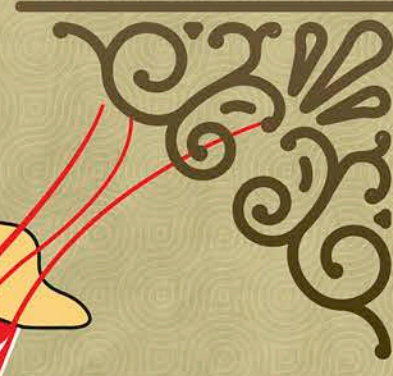
+593 95 968 9228

Job :

Sheet :

A-2

of : Sheets



Little MEXICO

SEAFOOD & MEXICAN RESTAURANT
FAMILY RESTAURANT



1923 Whittier Blvd.
Montebello, CA 90040
323.721.7310

4937 Whittier Blvd.
East Los Angeles, CA 90022
323.354.4644

we reserve the right to refuse service to anyone that appears intoxicated

DESAYUNOS

BREAKFAST

• ADD 1.25 AFTER 11AM •

Chilaquiles con Huevo — 12.99

Chilaquiles con Asada — 17.50

Chorizo con Huevo — 12.99

Mexican sausage & egg

Burrito Jamon con Huevo — 9.99

Burrito Chorizo con Huevo — 9.99

Pancakes, Bacon & Eggs — 12.99

Huevos Rancheros — 12.59

Nopales con Huevos — 12.99

Omelete Ranchero — 12.99

Steak and Eggs — 16.59

Machaca con Huevo — 14.59

Jamon con Huevo — 12.99

BURRITOS

Burrito de Camaron — 14.25

Shrimp Burrito

Burrito Mojado — 14.25

Wet Burrito

Burrito de Chile Relleno — 13.99

Stuffed Chile Burrito

Burrito de Chile Verde o Rojo — 13.99

Green or Red Sauce Burrito

Asada Burrito — 11.99

Steak Burrito

Burrito de Pollo — 11.99

Chicken Burrito

Burrito de Pescado — 12.99

Fish Burrito

ANTOJITOS

MEXICANOS

Nachos de Carne Asada o Pollo

Steak or Chicken — 14.99

Nachos de Queso — 12.50

Quesadilla de Camaron — 14.99

Shrimp

Quesadilla de Pollo

o Carne Asada — 14.99

Steak or Chicken

Quesadilla Plain — 12.50

Quesadilla de Jaiva — 12.50

Imitation Crab Meat

Torta de Carne Asada o Pollo

Steak or Chicken — 12.99

Asada Fries — 14.59

Extra rice & Beans — 3.99



WET BURRITO



CHILAQUILES



HUEVOS CON CHORIZO



HUEVOS CON NOPALES

A LA CARTA

Taco Dorados de Camaron — 5.75

Fried Shrimp Taco

Taco de Pescado Fish Tacos — 5.75

Taco de Camaron Shrimp Taco — 5.75

Taco de Asada Steak Taco — 4.25

Taco de Pollo Chicken Soft Taco — 4.25

Taco Dorado de Pollo o Res — 4.99

Deep fried & folded hard Shell taco Chicken or Beef

Flauta de Pollo o Res Chicken or Beef — 4.50

Sope de Pollo o Res Chicken or Beef — 5.50

A chunky small tortilla with a variety of toppings rice & beans

Arroz Rice — 4.99

Frijoles Beans — 4.99

French Fries — 4.99

Vegetales Vegetables — 5.50

Machaca



Steak
AND EGGS



CALDO DE CAMARON

CALDO COSTA BRAVA

CALDOS

DEL MAR

- Caldo de Pescado** Fish Soup — 15.99
- Caldo de Camaron** Shrimp Soup — 15.99
- Caldo de Pulpo** Octopus soup — 16.99
- Caldo de 2 Clases** 2 Types of Seafood Soup — 18.99
- Caldo de 7 Mares** Mixed seafood soup — 22.79
- Caldo Costa Brava** — 19.59
Fish & shrimp Soup with chilli pepper
- Caldo Langostino** — 19.99
Prawn soup

SALADS

ENSALADAS

- Ensalada de Pollo** Chicken Salad — 15.99
- Ensalada de Bistec** Steak Salad — 16.50
- Ensalada de Camarón** Shrimp Salad — 16.99
- Ensalada de Mariscos** — 18.99
Mixed Seafood Salad
- Ensalada de Salmon** — 16.99

MOLCAJETES

SPECIALTIES

- Molcajete Ranchero** — 25.59
Carne Asada Ranchera, Pollo a la Plancha, Queso, Chorizo, Nopal, Jalapeño Toreado & Cebollitas
- Molcajete de Mariscos** — 25.59
4 Camarones al Mojo de Ajo, Filete de Pescado a la plancha, Pulpo, Abulon, Queso, Nopal
- Molcajete Cielo, Mar y Tierra** — 43.59
Carne Asada Ranchera, 4 Jumbo Shrimps, Filete de Pescado a la plancha, 2 Quesos, 2 Nopales, 2 Chorizos, Pollo a la Plancha, Jalapeño Toreado & Cebollitas.
- Molcajete de Camarón** — 23.99
6 Camarones al Mojo de Ajo, Queso, Chorizo, Nopal, Jalapeño Toreado & Cebollitas
- Molcajete Little Mexico** — 44.99
Camaron, Pescado, Pulpo, Abulon, Pollo, Nopal, Queso Fresco Arroz, Frijoles & Ensalada



ENSALADA DE POLLO

PARRILLADAS

- Parrillada Estilo Little Mexico** — 72.99
Cola de langosta, 4 Camarones al mojo de ajo, 2 camarones costa azul, 2 empanizados, 4 trocitos de pescado halibut, con arroz, frijoles, y ensalada.
Lobster tail 4 garlic butter shrimp, 2 bacon wrapped shrimp, 2 breaded shrimp, 4 chunks of grilled halibut. Served with rice, beans & salad.
- Parrillada Cielo, Mar, y Tierra** — 47.99
1 Filete Basa a la plancha, 4 Camarones al mojo de ajo, Una carne asada, Pollo a la plancha, en una cama de Papas redondas y fritas.
One Grilled Bass Fillet, 4 Garlic Butter Shrimp, One Carne Asada (Steak), One Grilled Chicken Breast on a bed of Fried Potatoes.



Cielo, Mar
Y TIERRA

Molcajete
CIELO, MAR Y TIERRA



Carne CON CAMARONES

CARNE MEAT

- Carne Asada** — 19.99
Steak with rice, beans & tortillas
- Bistec Picado** — 19.99
Steak picado with rice, beans & tortillas
- Bistec Encebollado** — 19.99
Steak & Onions with rice, beans & tortillas
- Bistec Ranchero** — 19.99
Steak picado & a vegetable mix with rice, beans & tortillas
- Higado Encebollado** — 14.99
Liver & Onions with rice, beans & tortillas
- Carne en Salsa Roja** — 18.99
Steak chunks in red sauce with rice, beans & tortillas
- Carne en Salsa Verde** — 18.99
Pork chunks in green sauce with rice, beans & tortillas
- Carne Asada con Camarones al Gusto** — 21.99
Grilled steak with shrimp cooked to your liking with rice, potato wedges, rice, salad & tortillas

POLLO CHICKEN

- Pollo a la Plancha con Vegetales** — 18.99
Grilled chicken breast with rice & tortillas
- Pechuga de Pollo y Camarones al Gusto** — 21.99
Grilled chicken breast & shrimp cooked to your liking with rice, vegetables & tortillas
- Milanesa de Pollo** — 16.99
Breaded Chicken steak with rice, beans & tortillas
- Milanesa de Res** — 17.99
Breaded steak with rice, beans & tortillas

FAJITAS SPECIALTIES

- Fajitas de Pollo** — 19.99
Chicken fajitas with rice, beans & tortillas
- Fajitas de Carne Asada** — 21.99
Steak fajitas with rice, beans & tortillas
- Fajitas de Camaron** — 21.99
Shrimp fajitas with rice, beans & tortillas
- Fajitas Mixtas** — 26.50
Chicken, steak & shrimp Fajitas with rice, beans & tortillas



POLLO A LA PLANCHA CON CAMARONES



POLLO A LA PLANCHA CON VEGETALES



Botana CON CAMARONES



Callo
DE HACHA 32.50



Camarones
CUCARACHA 31.99



Ostiones
EN SU CONCHA 1 DZ 23.99



Botana
DE LANGOSTINOS 28.99



Callo de
HACHA Y PULPO 32.99



Pulpos
FRITOS 24.99



Oyster
SHOT
2 X 10.00



Calamares
FRITOS 14.99

ESPECIALIDADES

SPECIALTIES

Enchilada de Queso y Chile Relleno — 18.50
Cheese enchilada & a stuffed pepper with rice & beans

Enchilada de Queso y Carne Asada (Tampiqueña) — 19.99
Cheese enchilada & a grilled steak with rice & beans

Enchiladas Suizas (2) — 17.99
Chicken enchilada in a green sauce with rice & beans

Enchiladas de: • Queso • Res • Camarón — 17.99
• Cheese • Steak or • Shrimp enchiladas with rice & beans

Orden de Flautas de Res o de Pollo (3) — 16.99
Deep fried rolled Shell tacos (beef or chicken)
with guacamole, cream, rice & beans

Orden de Sopes de Res o de Pollo (2) — 16.99
Thick Tortilla (beef or chicken), cream, rice & beans

Orden de Chile Relleno — 15.99
Chile relleno, cream, rice & beans

Orden de Tacos de Asada o Pollo (2) — 13.99
Two Tacos Asada or Chicken with rice & beans

Orden de Tacos de Pescado o Camarón — 16.59
Two Tacos Fish or Shrimp with rice & beans

Orden de Tacos Dorados de res o de Pollo — 15.99
Two Hard Shell Tacos with rice & beans

Orden 3 de Tacos de Marlin — 13.99

Orden 3 de Tacos Gobernador — 13.99



FILETE A LA PLANCHA



ENCHILADAS SUIZAS



MENUDO



POZOLE



Chile
RELLENO

Tampiqueña

CALDOS

TRADICIONALES

Small
16.59

Large
18.59

Menudo
Tripe Soup with Hominy
Pozole
Pork Soup with Hominy

Caldo de Res
Beef & Vegetable Soup
Caldo de Pollo
Chicken & Vegetable Soup



TOSTADA MIXTA



TOSTADA DE AGUACHILE

TOSTADAS & BOTANAS

Tostada de Pescado — 9.99

Fish Tostada

Tostada de Ceviche de Camarón — 10.99

Shrimp Tostada

Tostada de Jaiba — 8.99

Imitation Crab Tostada

Tostada Mixta — 13.99

2 Types of Seafood Tostada

Tostada de Pulpo — 10.99

Octopus Tostada

Tostada de Ceviche de Pescado

Aguachile Rojo o verde — 10.99

Chile & Lemon fish ceviche. Green or Red

Tostada de Ceviche de Camarón

Aguachile Rojo o verde — 11.99

Chile & Lemon Shrimp ceviche. Green or Red

Tostada Gigante con Todo — 15.99

Complete Mix Tostada

Tostada de Camarón Cocido — 12.99

Shrimp Tostada

Tostada de Camarón Ahogados — 11.99

Lemon Shrimp

Tostada de Camarón Aguachile — 11.99

Chile & Lemon Shrimp. Verdes o Rojos/Green or Red

Combo Tostada — 17.59

Jaiba, fish & shrimp

Botana de Camarón Ahogados — 28.59

Lemon Shrimp

Botana de Camarón Aguachile — 28.59

Chile & Lemon Shrimp

Verdes o Rojos Green or Red

Botana de Langostinos — 28.99

Prawns a la Carte

Botana a su Manera — 30.59

To your Liking

Botana Mixta — 32.99

Shrimp, octopus, scallops and oyster

Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness especially if you have certain medical conditions

COCTELES

Coctel de Camarón — 16.99

Shrimp Cocktail

Coctel de Pulpo — 16.99

Octopus Cocktail

Coctel de Abulon — 15.99

Abalone Cocktail

Coctel de 7 Mares — 19.59

Mixed Seafood Cocktail

Coctel de Ostion Fresco — 21.99

Oyster Cocktail

Campechana 2 Tipos — 18.59

2 Types of Seafood Cocktail

Ostiones en su Concha (12)

DZN Oysters — 23.99

Ostiones Presidenciales

(DZN Oysters) — 29.99

(1/2 DZN Oysters) — 19.99



Coctel
DE CAMARON



Ostiones
EN SU CONCHA

WARNING: Eating raw oysters or meat may cause severe illness and even death in persons who have liver disease (E.G. Alcohol Cirrhosis, cancer or others chronic illness that weakens the immune system. If you eat Oysters and become ill you should seek immediate medical attention. If you are unsure if you are at risk, you should consult your physician.

AVISO IMPORTANTE: El comer ostras o carnes crudas pueden causar una enfermedad grave y hasta la muerte. En las personas que padecen de enfermedades del hígado (Por ejemplo cancer u otras enfermedades crónicas que debilitan el sistema inmunológico. Si usted come ostras crudas y se enferma, debe buscar atención medica inmediatamente. Si usted cree estar en peligro, debe consultar a su medico.

SEAFOOD DELIGHT

CEVICHE

Ceviche de Camarón — 20.59

Shrimp Ceviche

Ceviche de Pescado — 18.99

Fish Ceviche

Ceviche Mixto — 20.99

Mixed Ceviche

Ceviche de Jaiva — 18.99

PESCADO

WHOLE FISH

Mojarra (Tilapia) 18.59

Huachinango (Red snapper) 21.59

Bagre (Catfish) 18.99

Frita

Fried

Al Mojo de Ajo

Garlic Butter

A La Diabla

Super Spicy

Ranchera

Onions & Tomatoes

EMPAPELADO

Empapelado de Mariscos — 23.99

Wrapped Seafood Mix

Empapelado de Camaron y Filete — 22.99

Wrapped Shrimp & Bass

Empapelado de Filete — 20.99

Wrapped Bass Fillet



MOJARRA FRITA



HUACHINANGO

PESCADO

ZARANDEADO

A Unique and deliciously traditional grilled fish, with chile and garlic based seasonings, glazed with a flavorful paste. — 37.99

***Montebello Location only**



**Camarones
EMPANIZADOS**

**Salmon
CON VEGETALES**

Salmon with veggies \$17.99



**Salmon
CON CAMARONES**

Salmon with shrimp \$19.99

LANGOSTAS

- Cola Langosta a la Plancha** — 37.99
Grilled Lobster Tail
- Cola Langosta al Mojo de Ajo** — 37.99
Lobster Tail with Garlic Butter
- Cola Langosta a la Diabla** — 37.99
Super Spicy Lobster Tail
- Cola Langosta y Camarones al Gusto** — 41.59
Lobster Tail & Shrimp
- Cola Langosta con Asada** — 41.99

CAMARONES

SHRIMP

- Vienen con arroz, Papas, Ensalada & Tortillas
Served with Rice, Potato Wedges, Salad & Tortillas
- Camaron Empanizado** — 18.59
Breaded Shrimp
 - Camarones al Mojo de Ajo** — 19.99
Garlic Butter Shrimp
 - Camarones a la Diabla** — 19.99
Super Spicy Shrimp
 - Camarones a la Plancha** — 19.99
Grilled Shrimp
 - Camarones Costa Azul** — 22.99
Bacon Wrapped Shrimp
 - Camarones Rellenos de Jaiva** — 22.99
Crab Stuffed Shrimp
 - Orden de Langostinos** — 23.59
king prawn order

FILETES

FILLETS

- Vienen con arroz, Papas, Ensalada & Tortillas
Served with Rice, Potato Wedges, Salad & Tortillas
- Filete de Basa a la Plancha** — 17.99
Grilled Bass Fillet
 - Filete de Basa a la Plancha con Vegetales** (sin Papas) — 18.99
Grilled Bass Fillet & Veggies
 - Filete de Basa Empanizado** — 17.99
Breaded Bass Fillet
 - Filete de Basa la Diabla** — 18.59
Super Spicy Bass Fillet
 - Filete de Basa Ranchero** — 17.99
Bass with Onions & Tomatoes
 - Filete de Basa al Mojo de ajo** — 17.99
Garlic Butter Bass Fillet

SEAFOOD

COMBOS

A su gusto 2 tipos! 24.50

CHOOSE ANY 2 ITEMS COOKED ANY STYLE

Camarones • Filete Basa
Pulpo • Camarones Costa Azules

A La Plancha
Grilled
Al Mojo de Ajo
Garlic Butter

A La Diabla
Super Spicy
Ranchera
Onions & Tomatoes



CAMARONES AL MOJO DE AJO



CAMARONES COSTA AZUL



Camarones
A LA DIABLA

BEVERAGES

No Refills

- **Importadas**
Imported Beer
- **Domesticas**
Domestic Beer
- **Micheladas**
- **Cubeta de 6 Cervezas**
- **Copa de Vino**
- **Mimosas**
- **Paloma**
- **Margarita Coronita**
- **Margaritas**
Limon - Fresa - Piña - Mango

- **Soda Mexicana**
- **Horchata**
- **Jamaica**
- **Limonada**
- **Tamarindo**
- **Raspberry Iced Tea**
- **Jugo de Naranja Natural**
- **Aguas Frescas**
Melon - Piña



ITEM # 5

**CITY OF MONTEBELLO
PLANNING COMMISSION AGENDA STAFF REPORT**

TO: Members of the Planning Commission

FROM: Joseph Palombi, Planning & Community Development Director

BY: Emilie Fernandez, Assistant Planner

SUBJECT: **Planning Commission Resolution for Site Plan Review (“SPR”) Zone Variance (“ZV”) and Tentative Tract Map (“TTM”) (Case No. PC-2024-0002-SPR/ZV/TTM) to establish a development diagram for 16 new single family lots to allow 15 single family residential units, including zone variances for reduced lot sizes, front setback, and lot coverage. The Planning Commission will also consider adopting a resolution recommending the City Council approve Tentative Tract Map (TTM No. 084478) for the subdivision to subdivide one legal lot to result in the creation of 16 legal lots including a common parcel for streets, utilities, and a private park pursuant to Montebello Municipal Code Chapter 17.74 et seq. (Site Plan Review) Chapter 17.72 et seq. (Variances) and Chapter 16.12 et seq. (Tentative Maps), on an existing lot located at 301 Jacmar Drive.**

DATE: June 4, 2024

RECOMMENDATION(S):

It is recommended that the Planning Commission conduct a public hearing and take the following action:

1. Adopt Resolution No. 07-24 Approving the Site Plan Review (“SPR”) Zone Variance (“ZV”) No. PC-2024-0002-SPR/ZV/TTM to allow the demolition of an existing residence and construct 15 new homes on an existing single-family lot and three zone variances for reduced lot sized, lot coverage and setbacks pursuant to Montebello Municipal Code (“MMC”) Chapter 17.74 - Site Plan Review Chapter 17.72 - (Variances)
2. Recommending Approval to the City Council for a Tentative Tract Map (“TTM”) (TTM No. 084478) with conditions to allow the subdivision of an

existing single-family residence into 16 parcels. (the “Project”) for the property located at 301 Jacmar (the “Project Site”) with conditions pursuant to Montebello Municipal Code (“MMC”) Chapter 16.12 - (Tentative Maps); and

3. DETERMINE AND FIND that the project (ENV No. 02-24-CE) is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section (15332) - Class 32 (In-Fill Development) as it meets the conditions set forth under class 32 (In-Fill Development Projects).

FISCAL IMPACT:

BACKGROUND:

On January 22, 2024, John Mark Kozakar (the “Applicant”) on behalf of William M Molinari (“Property Owner”) filed a Master Land Use Application requesting Site Plan Review, multiple Zone Variances and Tentative Tract Map applications to allow the construction of 15 new single-family homes on an existing single family residential lot at the Project Site.

On January 22, 2024, staff issued a deemed complete letter to the Applicant pursuant to California Government Code Section 65943 et seq.

PROJECT /APPLICANT INFORMATION

Project Location: 301 Jacmar Drive
Project Applicant: John Mark Kozakar on behalf of the Property Owners
Property Owners: William M. Molinari and Antonieta Molinari
General Plan Designation: Single Family
Zoning: R-1 One-Family Residential
Existing Use on Property: Existing single family residence

ENVIRONMENTAL:

In accordance with the California Environmental Quality Act (“CEQA”), the proposed Site Plan Review, Case No. PC-2024-0002-SPR/ZV/TTM ENV 02-24-CE, is considered a “project,” per the (CEQA) definition of a “project.” The project is considered a Class 32 and Categorically Exempt per CEQA Guidelines Section 15332 (In-Fill Development Projects), and none of the limitations set forth in CEQA Guidelines Section 15300.2 apply.

In order to qualify under an exemption pursuant to Class 32 of CEQA Guidelines Section 15332 (In Fill Development Projects), the following environmental findings must also be made:

A. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

The proposed project conforms to the Montebello General Plan, Land Use Element in that the General Plan Land Use designation for the site for the R-1 (Single - Family Residential) zoning designation.

B. The proposed development occurs within the city limits on a project site of no more than five (5) acres substantially surrounded by urban uses.

The proposed development shall occur on a 60,101 square-foot (1.38 acres) lot located on Jacmar Drive within city limits and thus, is less than the maximum five acres specified in Section 15332(b) for this exemption. The site is surrounded by existing developed industrial properties.

C. The project has no value as habitat for endangered, rare, or threatened species.

The proposed project is currently developed with an existing single family home. The subject property is surrounded by additional housing developments and is consistent with the land use designation.

D. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

The proposed project shall not have any significant effects relating to traffic, noise, air quality, or water quality as the site is currently developed with an existing residential unit.

E. The site can be adequately served by all required utilities and public services.

The project has been reviewed by City staff and it has been determined that it can be adequately served by all required utilities and public services.

ANALYSIS:

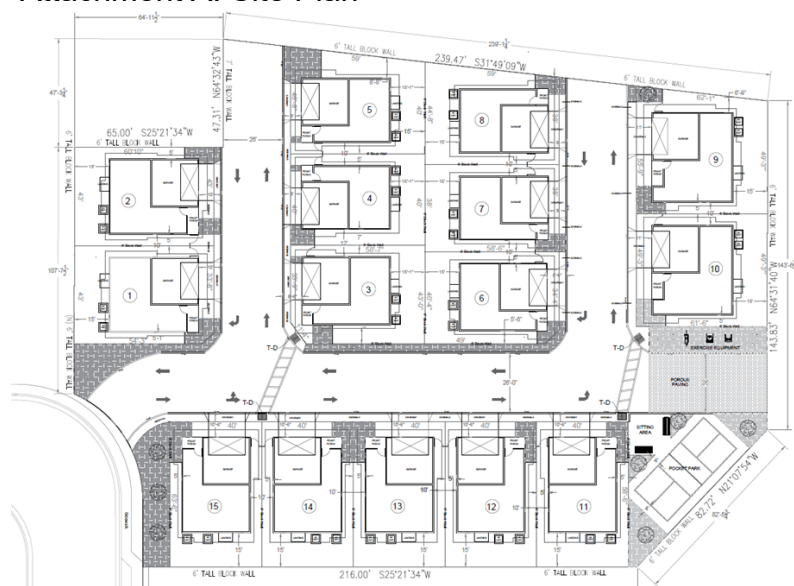
Project Site

Jack Mark Kozakar (the "Applicant") is proposing to demolish the existing single-family residential home located at 301 Jacmar Drive and construct 15 residential dwelling units and related amenities consistent with plans under Attachment A. The subject site is approximately 60,101 square feet (1.38 acres) within the R-1 (Single-Family residential zone). The subject site currently has a one-story, single-family residence with a swimming pool, landscaping, and mature trees. The subject site is generally west of South Bluff Road and north of Washington Boulevard. The Subject Site is bordered north, east, south, and west by residential properties zones R-1 (Single Family Residential) and R-3 (Multi-Family Residential).

PROJECT DESCRIPTION

The applicant seeks approval from the Planning Commission for Site Plan and related variances to accommodate the proposed project. In addition, the applicant seeks a recommendation from the Planning Commission regarding VTTM No. 084478. The Site Plan Review is required for all residential projects resulting in three or more dwelling units. The project will result in 15 dwelling units pursuant to the proposed subdivision; therefore, the Site Plan approval is required. The units will have between 3 to 4 bedrooms and either 2.5 or 3.5 bathrooms. Each unit will be two stories, have one living room, kitchen, dining room and two car garages. A Zone Variance is required when wanting to deviate from the Montebello Municipal Code. The standard size requirement for single family lots is 5,000 square feet per unit, the proposed residential units would range from 2,420 to 3,428 square feet. The applicant is also deviating from the lot coverage standards. For the R-1 Zone, the allowed lot coverage is 40%, and the applicant is proposing lot coverages ranging from 41.68% to 47.82%. The standards for setbacks include 20 feet in front, 5 on each side and 10 feet from the back. The applicant will comply with the sides and back setback but is requesting the front setback to range between 4.5 to 6.5 feet. A Tentative Tract Map application is required for any subdivision that results in five or more parcels.

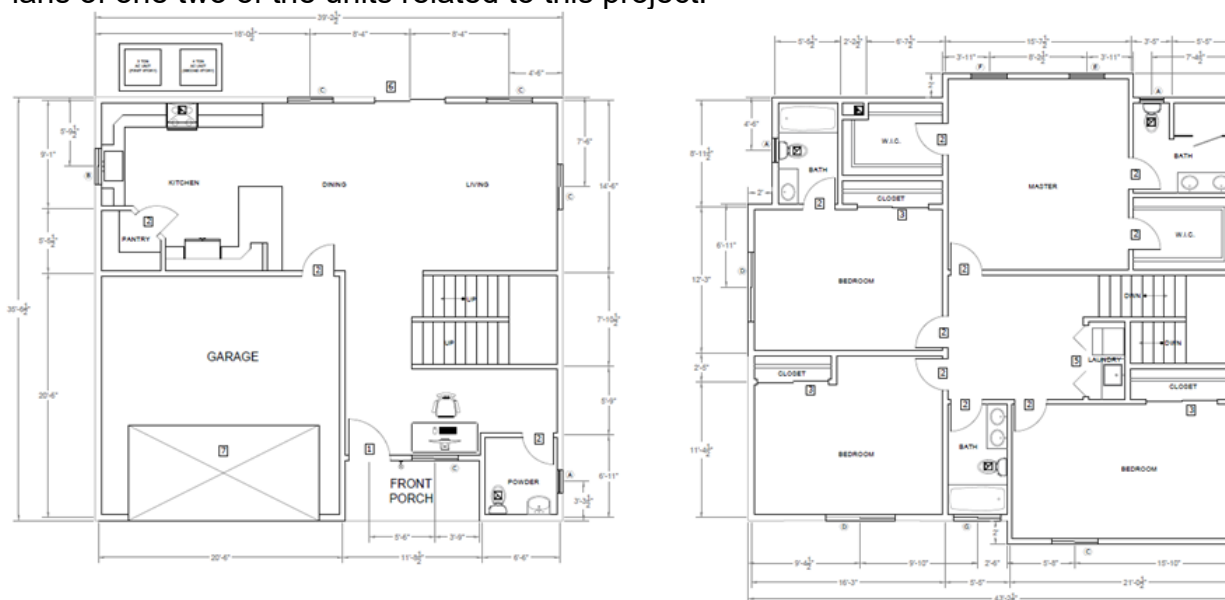
Attachment A: Site Plan



The following table list the zoning designations of the surrounding land uses:

Direction	Zone	Land Use
North	R-1	Single-Family Residential
South	R-1	Single-Family Residential
East	R-1	Single-Family Residential
West	R-1	Single-Family Residential

The following is intended to illustrate the development diagram associated with the Floor Plans of one two of the units related to this project:



FLOORPLAN - UNITS 9 & 10

SCALE: 1/4" = 1'

GENERAL PLAN

The Project conforms to the following goals and policies of the Montebello General Plan.

General Plan Goal to Encourage urban infill and compact development A2.7a states a goal “Promote infill development on vacant and underutilized sites....”

General Plan Goal for development that will create diverse and walkable neighborhoods A3.4b states a goal “Encourage a block and street layout that promotes walkable and bicycle friendly road designs with slow vehicular design speeds.”

General Plan Goal to retrofit suburban development P3.6 states the goal to “Integrate more housing choices in existing subdivisions”. The proposed project conforms to the City of Montebello General Plan Land Use Element as the proposed use will allow the Montebello community to benefit from the addition of the 15 new Single-Family residential homes, providing future Montebello residents with more housing choices in existing residential neighborhoods. The current project site has one home on the lot and the lot size can be utilized for more homes, growing the community. With this increase in housing, it is supporting the General Plan goals by responding to the needs of the community and by reflecting the density standards that are outlined in the housing element of the General Plan.

REQUIRED FINDINGS MONTEBELLO MUNICIPAL CODE (MMC)

SITE PLAN REVIEW (MMC 17.74)

The purpose of the site plan review is to minimize or preclude potential adverse impacts to the public interest or on abutting properties and adjacent residential, commercial, and industrial neighborhoods, resulting from the design or layout of a proposed development.

Section 17.74.030- When required explains that a site plan review is required for all residential projects resulting in the construction of three or more units.

Pursuant to Section 17.74.070 of the MMC, before any site plan review shall be granted, all the following findings must be made:

A. That the proposed design for improvement complies with all requirements of the Montebello Municipal Code;

The 15 proposed units will all have a two-car garage, and heights will not exceed 25 feet, access to all units be via a driveway, the units will have open space and the setbacks will be landscaped. The applicant is requesting a zone variance from the R-1 standards regarding the minimum required setbacks, lot sizes and the lot coverage percentage per unit. A Site Plan is required due to the project resulting in three or more units according to Section 17.74.030.

B. That the proposed design for improvement is consistent with the general plan; and

The proposed project site is consistent with the general plan and reflects the goals that were set in place when designating certain zoning areas with different housing types. The project site has the capacity for more development and the density is appropriate to the neighborhood and surrounding uses. Similar projects have also been approved in the close vicinity. The current plans are for 15 units with full roads, fire department turn around, and a small park for the residents to enjoy. The zone variance will not cause substantial environmental damage or injure fish or wildlife or their habitat.

C. That the proposed design for improvement will not have any significant adverse impact on the surrounding properties or on the general public welfare.

The proposed addition will not have any significant adverse impact on the surrounding properties as the surrounding area is currently developed with an existing single-family unit. The zone variances and subsequent development would not be harmful to the general welfare of the neighborhood, city or create problems for the public health or safety. It would increase the welfare by first supporting investments, bringing in construction and related jobs, and providing housing to the community. The current use is R-1 single family residential, and the proposed residential zoning will not change. All the immediate surrounding land uses are consistent with residential housing. The addition of this project will be consistent with the surrounding land uses and will not have an adverse impact on surrounding properties.

REQUIRED FINDINGS MONTEBELLO MUNICIPAL CODE (MMC)

VARIANCES (MMC Chapter 17.72 et seq.)

The sole purpose of the variance is to ensure that no property, because of special circumstance applicable to it, shall be deprived of privileges commonly enjoyed by other properties in the same vicinity and zone. No variance shall be granted by other properties in the same vicinity and zone.

A Zone Variance is being requested to deviate from the development standards within an R-1 Zone. The applicant is requesting to deviate from the standards for lot size, setback, and lot coverage. According to the MMC section 17.10.020 development standards for new development, new development of a single-family residential unit, the lot size must be 5,000 square feet. The front setback must be 20 feet, the rear 10 feet, and sides 5 feet and the lot coverage standard is also 40 percent. The applicant is seeking to deviate from all three of the stated requirements.

Zone Variance Requests			
	Standard	Request	
1. Lot Sizes	5,000 Square feet	2,420	to 3,428 Square Feet
2. Lot Coverage	40%	41.68% to 47.82%	
3. Front Setbacks	20 Feet	4.5 to 6.5 feet	

Pursuant to section 17.72.060 of the MMC, before any variance shall be granted, the Planning Commission satisfy that the applicant has demonstrated the following facts:

A. Describe the special major unusual circumstance applicable to the subject property, which do not generally apply to other properties in the vicinity and with the same zoning designation.

Unlike other properties in the surrounding neighborhood, the subject site is very large for a single-family home. It is a unique 1.38-acre lot. There is not another house like it in the neighborhood. Currently, the unit is providing very little benefit to the neighborhood with so much land being underutilized. Without the zone variance request in this application, the applicant believes they would be deprived of maximizing the market value of their property. The increased property values of this new residential development would increase property tax revenues for the City. Further rejection of the zone variance requests would deprive the applicant of privileges enjoyed by other properties in the vicinity under identical zoning classifications by not being able to fully utilize the project site.

1. *The lot sizes: This single-family residential lot is special to the neighborhood as there is no other lot in the surrounding area that is the same size, making it difficult to design the homes on such a unique sized lot to optimize the area for each unit, resulting in reduced lot sizes.*
2. *Lot coverage: As a result of the lot sizes being smaller than usual, which is not typical, the applicant requests to use as much space as possible causing the lot coverage to be more than usual.*
3. *Front setbacks: With the reduced sizes and the lot coverage being above than typically allowed, this unusual case has put the applicant in the position to design the houses in a way that would best benefit the future homeowner. Although the design of the house can allow the applicant to*

have a larger front yard, the applicant has decided to use the space to allow for a larger private backyard for each of the residents and apply for the zone variance.

B. Detail how due to the special or unusual circumstance a described above, strict application of the Zoning Code would result in practical difficulties or unnecessary hardships, or would deprive the property privileges enjoyed by other properties in the vicinity and with the same zoning designation.

The existing property is in some disrepair, and it is the goal of the applicant to revitalize the lot which would result in the demolition of the existing house and replacing it with modern housing. The house is currently 85 years old and no longer the best use for a lot that size for the city for housing density. The zoning code does not allow the applicant to best utilize the lot with its unique size the applicant is requesting to optimize their lot, allowing the future homeowners to use as much of their lot as possible.

- 1. The lot sizes: If the lot sizes were up to standard, there essentially would not be enough room on the lot to accommodate as many homes as the applicant is requesting. The applicant is trying to utilize the lot and has retained inspiration from surrounding developments that have similar lot sizes. Without the minimized lot sizes, the project would not be possible.*
- 2. Lot coverage: If the applicant would design the houses using the Montebello Municipal code requirements, the houses would be extremely small and not suitable for a growing family, which the applicant hopes to house.*
- 3. Front Setbacks: If the applicant were to abide by the front yard setbacks, the future homeowners would have a large front yard and an extremely small backyard. The applicant decided to utilize the space and provide a larger backyard to optimize the space in the best way.*

C. Explain how the Zoning Variance is necessary for the preservation of the substantial property right to allow a reasonable use of the subject property, which is possessed by other properties in the vicinity and with the same zoning designation.

To properly utilize the future lots the applicant is requesting to apply these zone variances to properly utilize the area on the lot and to design each lot to properly maintain the most use out of the project site that is being redeveloped.

- 1. Lot sizes: The lot sizes being smaller than required allows for more units which gives the applicant a mechanism to provide more housing options to Montebello residents.*
- 2. Lot Coverage: Being able to build more on each lot provides the units with a bigger house for bigger rooms, kitchen and bathroom areas providing a more comfortable to provide a more attractive home to any future residents.*
- 3. Front setback: Having a smaller front setback allows the residents to enjoy more space in the backyard of the units which is necessary with many of the new housing developments having such a small backyard.*

Although the applicant will take away from the front setback, every unit will also have an attached garage for two cars.

D. Describe how the proposed Zone Variance will not cause an adverse effect on the public welfare or surrounding properties.

The site for the proposed use would not adversely affect the general welfare of the surrounding property owners because the size of the house and the two-story construction is consistent with the majority of the houses in the neighborhood. The property immediately south of the residence, although zoned R-1 single family residential does have three story town homes. There are many other properties in the immediate surroundings with greater densities, assuring this addition will not have any effects on the neighbors or the surrounding area.

- 1. Lot sizes: The variance of lot sizes will not affect the surrounding users as there currently are units in the surrounding area that are similar sizes and have no effect on the surrounding properties.*
- 2. Lot coverage: Although the lots will be above the allowed lot coverage, and the lots will be fully built out, every unit will be of a similar design, the consistency will ensure no unit will stand out from the others.*
- 3. Front setback: Although the lots will have a very small front yard, the units will still each have a two-car garage for the residents. This will help with any concerns regarding the limited driveway that will result from the front setback variance.*

E. Describe how the granting of the Zone variance will be consistent with the general plan and intent of the Zoning Code and will not adversely affect the General Plan.

The proposed project provides single family homes in a neighborhood that also has single family units keeping the use consistent with the current zoning and type of development with similar square footage. The proposed project has been properly notified and will be consistent with the general plan as the project site is has been designated for residential units.

REQUIRED FINDINGS MONTEBELLO MUNICIPAL CODE (MMC)

TENTATIVE TRACT MAP (MMC Chapter 16.12 et seq.)

A. Describe how the proposed map is consistent with the General Plan and Specific plans as described in California Government Code Section 65451._

The proposed project that would be allowed through this subdivision would result in over 23,000 square feet of open space and medium cost for 15 families. The zone is consistent with the general plan and provides additional housing in the R1-Zone that is designated for single family housing developments making the project consistent with the general plan.

B. Describe how the design or improvements of the proposed subdivision are consistent with the applicable general and specific plans;

The general plan seeks to balance open space with developed space, and to group uses in neighborhoods for mutual enjoyment of the occupants and the residents. The project provides open space and a private park as well as houses for sale. The development will allow the future resident to enjoy quality housing in a safe and secure environment. The development will also allow for modest growth in the city that will benefit business and the school system.

C. Describe how the site is physically suitable for the type of development.

The existing property has been developed as a single-family home since 1938. The house is aging and is in disrepair. Since its original construction, the community has grown around the house, and many of the developments around it have now have much greater density. The combination of the property's size as well as the denser development around it makes it suitable for this type of housing. The project will have 16 parcels, with 15 single family homes on each separate parcels with a parcel for streets, utilities and a private park which will be owned by all of the homes and managed by a home owners association that will be set upon completion of construction.

D. Describe how the site is physically suitable for the proposed density of the development;

The site is suitable for the proposed density as many of the developments in the surrounding neighborhood also have similar densities and the square footage of the lot can be designed to provide 15 homes. The now underutilized lot will provide housing to Montebello residents.

E. Describe how the design of the subdivision or proposed improvements is not likely to cause substantial environmental damage or substantially and avoidable injure fish or wildlife and their habitat;

The existing house has been built since 1938 as a single-family home, there is no wildlife on the property that can be impacted.

F. Describe how the design of the subdivision or the proposed improvement is not likely to cause serious public health problems;

According to a study conducted by the applicant, the project is estimated to produce less than 113 trips per day including 7 trips during the AM peak hour and 8 during the PM peak hours. The modern construction techniques will be employed for the project with lessen the likelihood of termites and other insects that have the potential of appearing because of the project.

G. Describe how the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; and

The height of the project will not exceed 25 feet in elevation; thus, it will not conflict with any neighbor's rights with respect to blocking views. The utility easement on the west side of the property for electrical and communication cabling will be maintained. The utility engineering for the project will likely create or renew utility access for the project location itself as well as for the neighborhood.

H. Describe how the discharge of waste from the proposed subdivision into the existing sewer system would not add to or result in violation of existing water quality control standards.

The Los Angeles County Sanitation District will ensure that the construction of these units will not be of great impact to the sewer systems.

SUMMARY:

PUBLIC NOTIFICATION

Pursuant to MMC Section 17.78 (Public Hearings, Notices, and Appeals), the following noticing was performed:

- On May 23, 2024, the Public Hearing Notice was mailed to property owners within the 300-foot radius from the exterior boundaries of the Project Site.

On May 23, 2024, the Public Hearing Notice was published in the Daily Journal (Whittier Daily News).

ATTACHMENT(S)

1. Attachment A-Site plan Floor Plans and Elevations
2. Attachment B-Tentative Tract Map
3. Attachment C-Resolution No 07-24
4. Attachment D-CEQA Notice of Exemption

NOTES

GENERAL NOTES:

- ALL CONSTRUCTION SHALL COMPLY WITH THE 2019 EDITION OF THE CALIFORNIA BUILDING CODE, CODE AMENDMENTS, LAWS AND ORDINANCES AS SPECIFIED BY THE CITY OF MONTEBELLO BUILDING DEPARTMENT.
- DO NOT SCALE DRAWINGS. CONTRACTORS SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT JOB SITE. IF ANY DISCREPANCIES ARE FOUND, THE ARCHITECT SHALL BE NOTIFIED.
- ALL DIMENSIONS ARE TO FACE OF FINISH AND COLUMNS UNLESS NOTED OTHERWISE. CONCRETE IS DIMENSIONED TO THE SURFACE U.N.O.
- ABBREVIATIONS THROUGHOUT THE PLAN ARE THOSE IN COMMON USE. THE ARCHITECT SHALL DEFINE INTENT OF ANY QUESTIONS.
- ALL CONTRACTORS MUST CONFORM TO CALIFORNIA LABOR CODE, SEC.3800.
- THE CONTRACTOR DOCUMENTS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE UNLESS OTHERWISE SHOWN. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES, INCLUDING BUT NOT LIMITED TO INSTALLATION OF ADEQUATE SHORING, BRACING, ETC. TO SAFETY EXECUTE ALL WORKS.
- SEPERATE BUILDING PERMITS SHALL BE TAKEN FOR ELECTRICAL AND MECHANICAL PORTIONS AND SHALL BE PAID FOR BY THE CONTRACTOR. THE BUILDING PERMIT SHALL BE PROCESS BY THE ARCHITECT AND PAID BY THE CONTRACTOR. ALL OTHER PERMITS AND LICENSES SHALL BE OBTAINED AND PAID FOR BY THE CONTRACTOR.
- REQUIRED PERMITS SHALL BE OBTAINED FROM THE "STATE DIVISION OF SAFETY & CAL. OSHA" FOR ANY TRENCHES OR EXCAVATIONS.
- SEPARATE PLANS SHALL BE PLAN CHECKED AND SEPARATE PERMITS SHALL BE OBTAINED FOR ANY MODIFICATION TO EXISTING AUTOMATIC FIRE-EXTINGUISHING SYSTEM AS APPLICABLE.
- ALL ARCHITECTURAL ELECTRICAL, MECHANICAL AND PLUMBING REQUIREMENTS MUST BE COORDINATED BEFORE THE CONTRACTOR PROCEEDS WITH CONSTRUCTION.
- ALL FUTURE CONDITIONED SPACES SHALL COMPLY WITH "TITLE 24" STATE ENERGY CONSERVATION REQUIREMENTS.
- ALL AREAS AFFECTED OR DAMAGED BY ALTERATIONS, REMOVAL OF EXISTING CONSTRUCTION AND NEW WORK SHALL BE PATCHED ANDR REPAIRED TO MATCH EXISTING OR IN A SATISFACTORY MANNER APPROVED BY THE ARCHITECT AND PROJECT MANAGER.
- THE CONTRACTOR SHALL MAINTAIN FIRE ACCESS DURING CONSTRUCTION.
- THE CONTRACTOR SHALL MAINTAIN THE SITE CLEAN OF RUBBISH SO AS NOT TO IMPEDE THE ACCESS AND WORK OF OTHERS.
- SHOP DRAWINGS REQUIRED BY THE SPECIFICATIONS SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW PRIOR TO FABRICATION. ALLOW MINIMUM OF ONE WEEK FOR REVIEW BY THE ARCHITECT.
- TYPICAL DETAILS AND GENERAL NOTES APPLY TO ALL PARTS OF THE JOB, EXCEPT WHERE THEY CONTRADICT WITH DETAILS, NOTES, ON OTHER SHEETS.
- ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS BEST POSSIBLE, BUT WITHOUT GUARANTEE OF ACCURACY. WHERE ACTUAL CONDITIONS CONFLICT WITH THE DRAWING, THEY SHALL BE REPORTED TO THE ARCHITECT SO THAT THE PROPER REVISIONS MAY BE MADE. MODIFICATIONS OF DETAILS OF CONSTRUCTION SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF THE ARCHITECT
- WHERE NO SPECIFIC DETAIL IS SHOWN, THE FRAMING OR CONSTRUCTION SHALL BE IDENTICAL OR SIMILAR TO THAT INDICATED. FOR LIKE CASES OF CONSTRUCTION ON THIS PROJECT, SUBJECT TO REVIEW AND APPROVAL BY THE ARCHITECT
- THESE DRAWINGS DO NOT INCLUDE THE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. SAFETY OF ALL PARTIES PRESENT ON THE JOBSITE IS THE RESPONSIBILITY OF THE CONTRACTOR
- ALL MATERIALS FOR THE COMPLETION OF THE WORK ELEMENTS NOTED HEREIN SHALL BE NEW, FIRST QUALITY CONDITION AND DELIVERED TO THE JOBSITE IN AN UNDAMAGED CONDITION.
- ALL REQUIRED WORK SHALL BE PERFORMED BY THE GENERAL CONTRACTOR UNLESS NOTED OTHERWISE. ALL REFERENCES TO THE "CONTRACTOR" INCLUDE THE GENERAL CONTRACTOR AND HIS SUB-CONTRACTORS: THEY SHALL BE ONE AND THE SAME.
- THE CONTRACTOR SHALL BE COORDINATE THE WORK EFFORTS OF THE VARIOUS TRADES TO AVOID POSSIBLE INTERFERENCES, DUPLICATION OF WORK OR UNFINISHED GAPS BETWEEN OPERATIONS. SUB-CONTRACTORS SHALL PROPERLY CONNECT AND COORDINATE THEIR WORK WITH THE WORK OF OTHERS AS SHOWN ON THE DRAWINGS. ANY AND ALL DELAYS OR CHANGES ARISING FROM CONFLICTS BETWEEN TRADES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO ADDITIONAL COST TO THE TENANT

ABBREVIATIONS + SYMBOLS

& L Ø C Ø L # (E)	And Angle At Centerline Diameter or Round Perpendicular Pound or Number Existing	E. EA. E.J. EL. ELEC. ELEV. EMER. ENCL. E.P. EQ. EQPT. E.W.C. EXIST. EXPO. EXP. EXT. F.A. F.B. F.D. FDN. F.E. F.E.C. F.H.C. FIN. FL. FLASH. FLUOR. F.O.C. F.O.F. F.O.S. F.PRF. F.S. FT. FTG. FURR. FUT. G. GALV. G.B. GL. GND. GR. GYP. H.B. H.C. HDWD. HDWE. H.M. HORIZ. HR. HGT. I.D. INSUL. INT. JAN. JT. KIT.	East Each Expansion Joint Elevation Electrical Elevator Emergency Enclosure Electrical Panel board Equal Equipment Electric Water Cooler Existing Exposed Expansion Exterior Fire Alarm Flat Bar Floor Drain Foundation Fire Extinguisher Fire Hose Cabinet Finish Floor Flashing Fluorescent Face of Concrete Face of Finish Face of Studs Fireproof Full Size Foot or Feet Footing Furring Future Gauge Galvanized Grab Bar Glass Ground Gypsum Hose Bib Hollow Core Hardware Hollow Metal Horizontal Hour Height Inside Diameter (Dim.) Insulation Interior Janitor Joint Kitchen	LAB. LAM. LAV. LKR. LT. MAX. M.C. MECH. MEMB. MCT. MFR. MH. MIN. MIR. MISC. M.O. MTD. MUL. N. N.I.C. NO. OR # NOM. N.T.S. O.A. OBS. O.C. O.D. OFF. OPNG. OPP. PRCST. PL. P.LAM. PLAS. PLYWD. PT. P.T. P.T.D./R PTN. P.T.R. Q.T. R. RAD. R.D. REF. REFR. RGTR. REINF. REQ. RESIL. RM. R.O. RWD. R.W.L. S. S.C.	Laboratory Laminated Lavatory Locker Light Maximum Medicine Cabinet Mechanical Membrane Metal Manufacturer Manhole Minimum Mirror Miscellaneous Masonry Opening Mounted Mullion North Not In Contract NO. OR # Nominal Not To Scale Overall Obscure On Center Outside Diameter (Dim.) Office Opening Opposite Pre-Cast Partition Paper Towel Dispenser Paper Towel Receptacle Point Paper Tower Dispenser Combination Paper towel Dispenser & receptacle Plate Plywood Plastic Laminate Plaster Plywood Point Paper Tower Dispenser Combination Paper towel Dispenser & receptacle Partition Paper Towel Receptacle Quarry Tile Riser Radius Roof Drain Reference Refrigerator Register Reinforced Required Resilient Room Rough Opening Redwood Rain Water Leader South Solid Core	S.C.D. SCHED. S.D. SECT. SH. SHR. SHT. SIM. S.N.D. S.N.R. SPEC. SQ. SST. S.SK. STA. STD. STL. STOR. STR.L. SUSP. SYM. TRD. T.B. T.C. T.C. TEL. TER. T.&G. THK. T.P. T.P.D. T.V. T.W. TYP. UNF. U.O.N. UR. VERT. VEST. W. W/ W.C. WD. WO. WP. WSCOT. WT.	Seat Cover Dispenser Schedule Soap Dispenser Section Shelf Shower Sheet Similar Sanitary Napkin Dispenser Sanitary Napkin Receptac Specification Square Stainless Steel Service Sink Station Standard Steel Storage Structural Suspended Symmetrical Tread Towel Bar Top of Curb Top of Wall Typical Unfinished Unless Otherwise Noted Urinal Vertical Vestibule West With Water Closet Wood Without Waterproof Wainscot Weight	le
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PROJECT:

JACMAR

301 JACMAR DR
MONTEBELLO, CA 90640

SCOPE OF WORK

- ZONE VARIANCE OF EXISTING RD-1 ZONE
- CONSTRUCTION OF 15 UNITS ON (E) PROPERTY
- DEMO (E) HOME, DRIVEWAY, POOL AND TREES

FIRE DEPARTMENT NOTES

SEE SHEET F-100 FOR FIRE DEPARTMENT ACCESS
DEAD-END APPARATUS TURNAROUND

DEFERRED SUBMITTALS

- Landscape Plan for all residential development
- County of Los Angeles low impact development stormwater management requirements for large-scale non-designated projects.
- Hydrology Analysis, Geotechnical Report including percolation tests and LID recommendations, and Low Impact Development plan to retain the Delta Stormwater Quality Design Volume on site through infiltration to City of engineer for review.
- Erosion and sediment control plan for City Engineer review
- All engineering and reports stamped and signed by registered civil engineer and structural engineer
- Earthwork calcs stamped by the Civil Engineer of Record
- Fire Flow report based on 2019 Edition California Fire Code and local amendments
- Fire Hydrant Plan based on 2019 Edition California Fire Code and City of Montebello local amendments.
- Underground fire main/fire sprinkler supply plan based on 2019 Edition California Fire Code and NFPA 13/24 and Montebello Fire Department's plan check submittal requirements and notes.
- Fire Sprinkler Overhead plan based on 2019 Edition California Fire Code and NFPA 13/13R and Montebello Fire Department's plan check submittal requirements and notes
- Fire Standpipe plan based on 2019 Edition California Fire Code and NFPA 14.
- Fire Alarm Plan based on 2019 Edition California Fire Code and NFPA 72 and Montebello Fire Department's plan check submittal requirements and notes.

CONTRACTOR NOTES

- CONTRACTOR SHALL INSPECT THE PREMISES AND SURROUNDING SITE CONDITIONS PRIOR TO SUBMITTING A BID PRICE TO REVIEW ACTUAL CONDITIONS, AVAILABILITY OF PARKING, LOCATIONS OF POSSIBLE TRASH DUMPSTERS, GENERAL SITE ACCESS FOR TRUCKS AND DELIVERIES, STOCKING OF SUPPLIES, ETC.
- CONTRACTOR SHALL VERIFY KEYING REQUIREMENTS OF ALL LOCKS WITH TENANT PRIOR TO ORDERING HARDWARE AS SPECIFIED HEREIN
- THESE DRAWINGS AND WRITTEN SPECIFICATIONS ARE COMPLEMENTARY AND WHAT IS REQUIRED BY ONE SHALL BE BINDING AS IF REQUIRED BY ALL. REFER ALSO TO BID INSTRUCTIONS AND GENERAL CONDITIONS AND SPECIFICATIONS UNDER SEPARATE COVER.
- NO SUBSTITUTIONS OF SPECIFIED MATERIALS SHALL BE ALLOWED FIRST SUBMITTING SPECIFICATIONS, SAMPLES, COST AND TIME SCHEDULE IMPACT DATE TO P.M. FOR APPROVAL
- AT THE TIME OF BID SUBMITTAL, THE CONTRACTOR SHALL ADVISE P.M. IN WRITING OF ANY SPECIFIED MATERIALS OR EQUIPMENT WHICH ARE EITHER UNAVAILABLE OR WILL CAUSE A DELAY IN CONSTRUCTION COMPLETION SCHEDULE
- IMMEDIATELY AFTER BEING AWARDED THE CONTRACT, THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE. THIS SCHEDULE SHALL BE CONTINUOUSLY UPDATED AND POSTED ON THE JOBSITE AT ALL TIMES
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING TEMPORARY UTILITIES (ELECTRIC POWER/LIGHTING, WATER, (ETC) TO THE JOBSITE FOR USE BY ALL CONSTRUCTION TRADES, INCLUDING THOSE NOT A SUBCONTRACTOR TO THE GENERAL CONTRACTOR
- ALL CONTRACTORS SHALL MAINTAIN THE PREMISES CLEAN AND FREE OF ALL TRASH AND DEBRIS, AND SHALL PROTECT ALL ADJACENT WORK FROM DAMAGE, SPOIL, PAINT OVERSPRAY, ETC. ALL FIXTURES, EQUIPMENT, GLAZING, FLOORS, ETC SHALL BE LEFT CLEAN AND READY FOR CABINETRY
- NO HAZARDOUS MATERIALS TO BE STORED ON SITE

PROJECT DIRECTORY

Property Owner
WILLIAM M. MOLINARI AND M. ANTONIETA MOLINARI
301 JACMAR DR
MONTEBELLO, CA 90640

Applicant
John Mark Construction Company
Jack Kozakar
125 N Marengo Ave
Pasadena, CA 91101
213-215-3605
License: 1020426

Architect
To Be Determined
Civil Engineering Company
Martin Engineers
Pete H. Martin
5025 Crown Ave
La Canada, CA 91011
818-495-3024
License: RCE 24889

SHEET INDEX

T-100 COVER SHEET
C-1 TOPOGRAPHIC SURVEY
A-100 EXISTING SITE PLAN/DEMOLITION SCOPE
A-101 PROPOSED SITE PLAN

UNITS 1&2

A-200 FLOORPLAN
A-201 ELEVATIONS
A-202 ELEVATIONS
A-203 ROOF PLAN

UNITS 3-8 & 11-15

A-300 FLOORPLAN
A-301 ELEVATIONS
A-302 ELEVATIONS
A-303 ROOF PLAN

UNITS 9&10

A-400 FLOORPLAN
A-401 ELEVATIONS
A-402 ELEVATIONS
A-403 ROOF PLAN

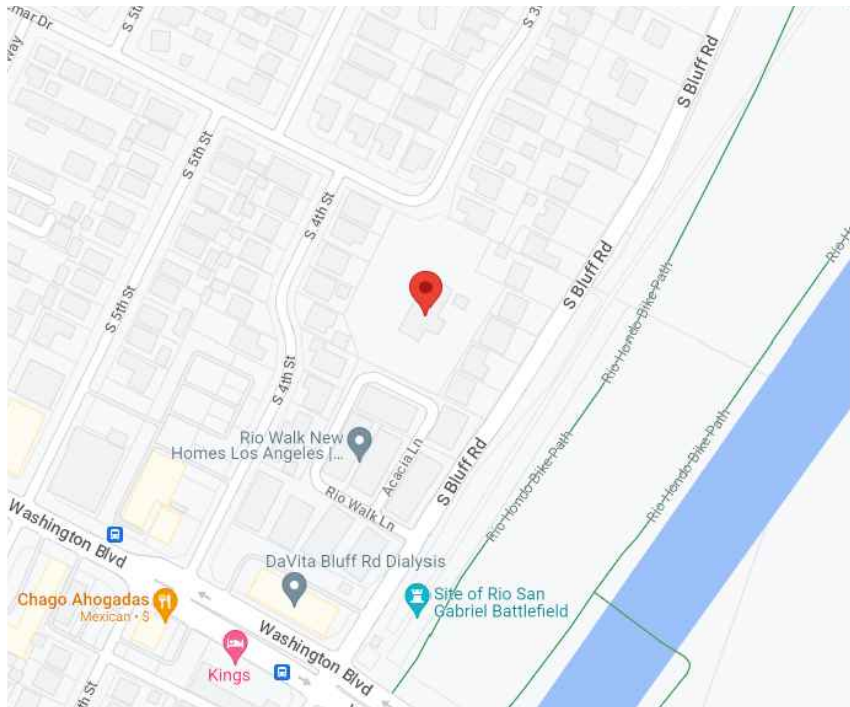
A-500 FRONT EXTERIOR FINISH OPTIONS
A-600 RENDERING
F-100 FIRE DEPARTMENT ACCESS DEAD-END APPARATUS TURNAROUND

APPLICABLE CODES

ALL WORK AND MATERIALS SHALL COMPLY WITH THE FOLLOWING:
2019 CALIFORNIA BUILDING CODE (CBC)
2019 CALIFORNIA FIRE CODE (CFC)
2019 CALIFORNIA MECHANICAL CODE (CMC)
2019 CALIFORNIA PLUMBING CODE (CPC)
2019 CALIFORNIA ELECTRICAL CODE (CEC)
2019 GREEN BUILDING CODE (GBC)
2019 CALIFORNIA ENERGY CODE

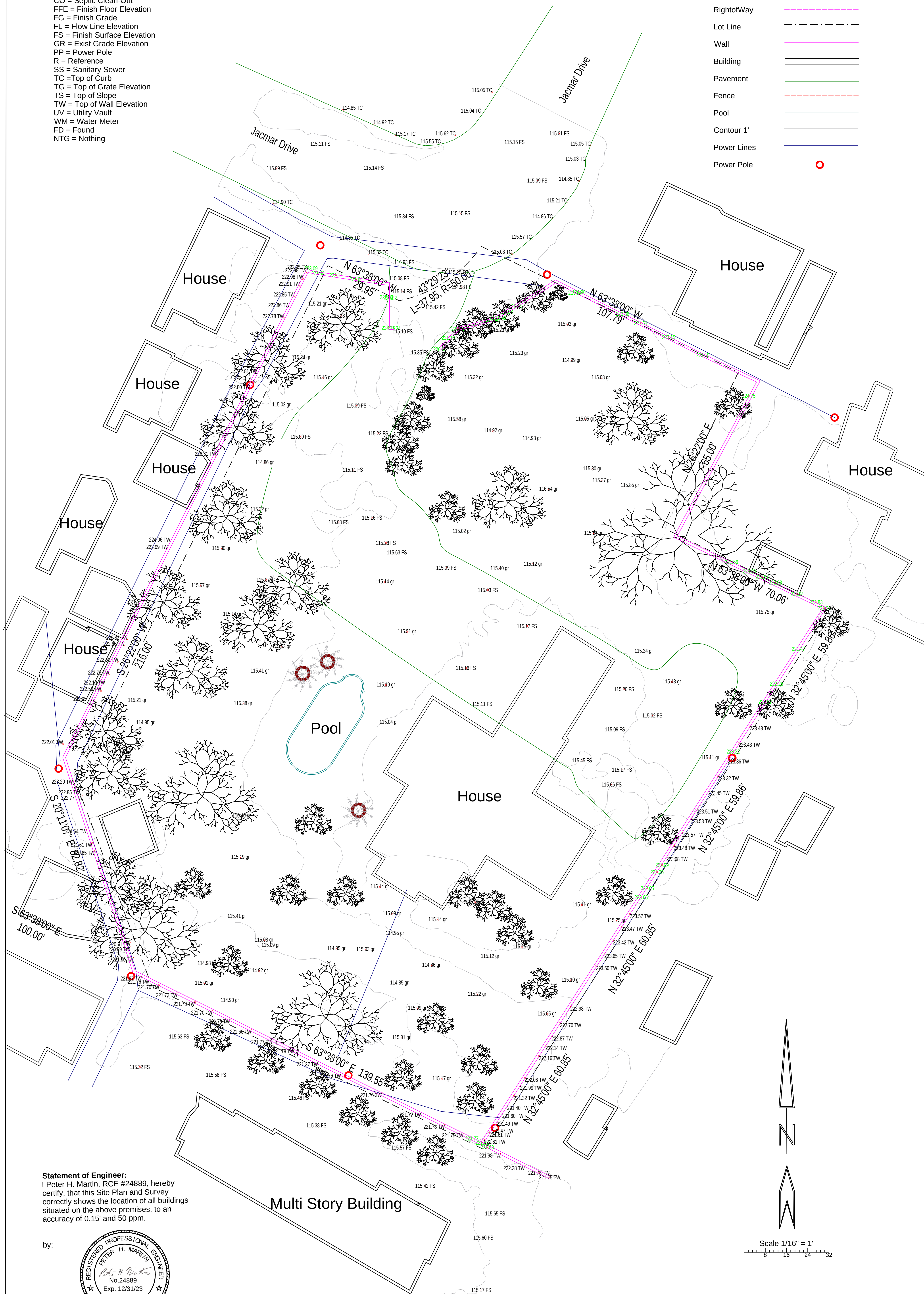
AND ALL APPLICABLE CODES, LOCAL, CURRENT OSHA LAWS, T-24 ENERGY CONSERVATION, LISTS OF STANDARDS, DISABLED ACCESS REGULATIONS AND CITY OF HUNTINGTON AMENDMENTS.

EXHIBIT A



Legend:

Centerline	
RightofWay	
Lot Line	
Wall	
Building	
Pavement	
Fence	
Pool	
Contour 1'	
Power Lines	
Power Pole	



by:



5025 Crown Ave.
 Cañada, CA 91011
 818-495-3024

Lot Area:
58,240.65 Sq.Ft.
1.337 Ac.

Site Survey
201 Jacmar Dr.
Montebello, CA 90640

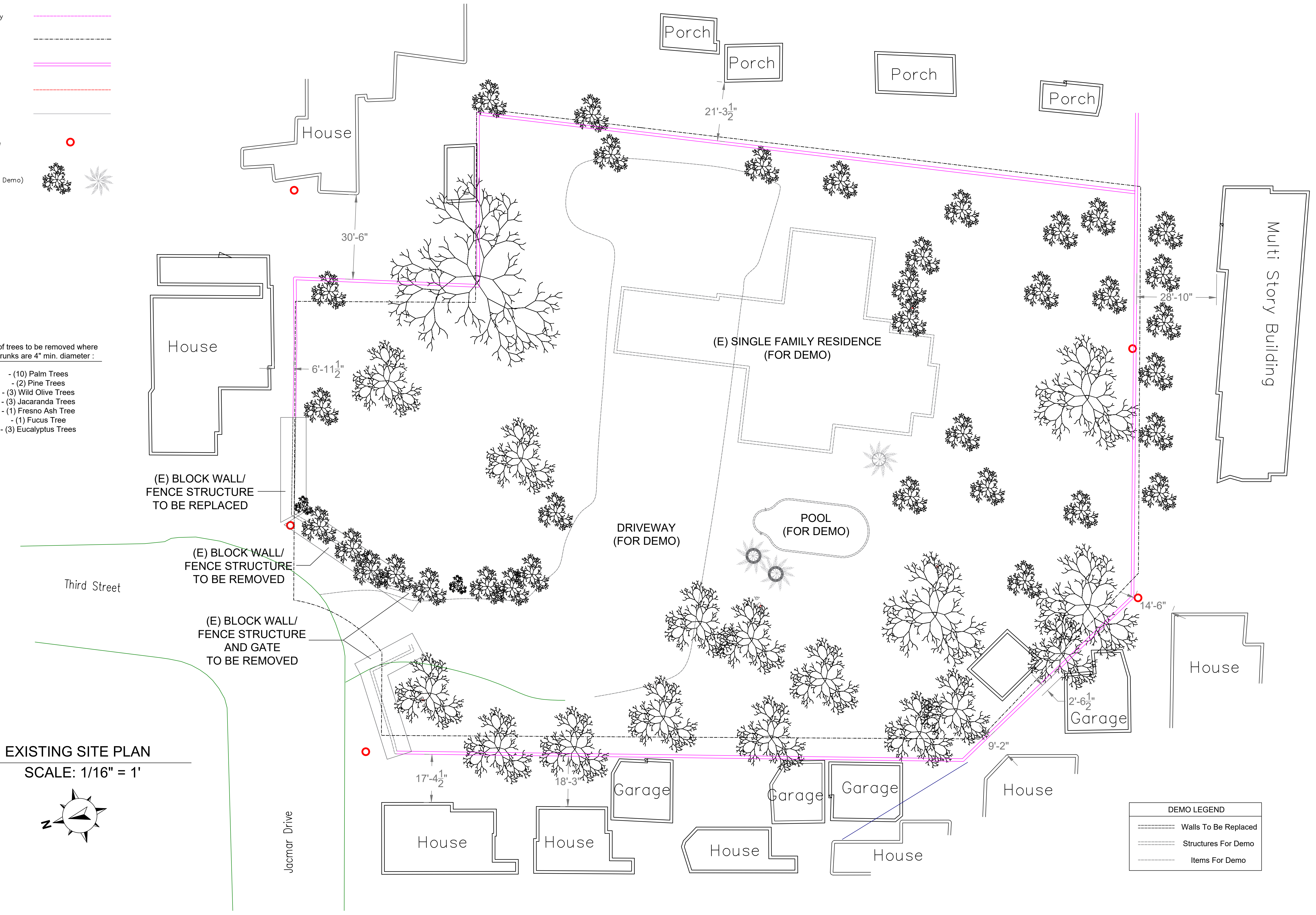
DATE:

10/11/23

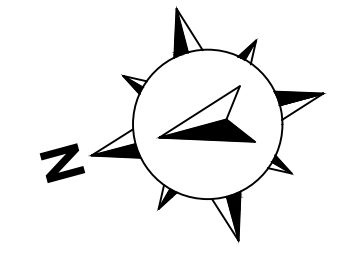
C-1
SHEET 1 OF 1

- Legend.
- Centerline
- RightofWay
- Lot Line
- Wall
- Fence
- Contour 1'
- Power Pole
- Trees (For Demo)

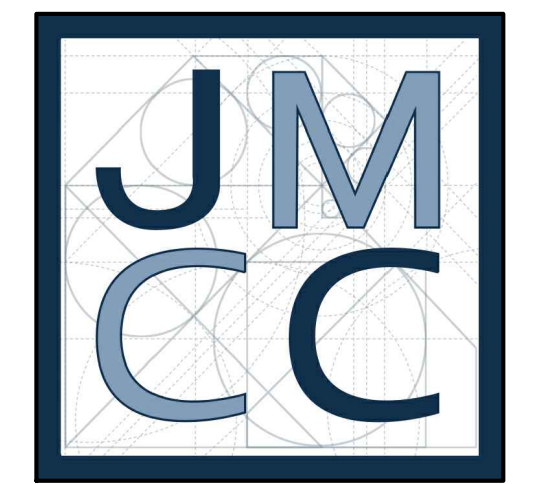
- List of trees to be removed where all trunks are 4" min. diameter :
- (10) Palm Trees
 - (2) Pine Trees
 - (3) Wild Olive Trees
 - (3) Jacaranda Trees
 - (1) Fresno Ash Tree
 - (1) Fucus Tree
 - (3) Eucalyptus Trees



EXISTING SITE PLAN
SCALE: 1/16" = 1'



DEMO LEGEND	
	Walls To Be Replaced
	Structures For Demo
	Items For Demo



PROJECT:

TENTATIVE TRACT MAP

CLIENT:

WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

DRAWN BY:

ANTHONY SANCHEZ

DATE:

1.11.24

SHEET:

(E) SITE PLAN/
DEMO PLAN

SCALE:

1/16" = 1'

SHEET #:

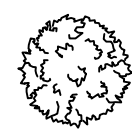
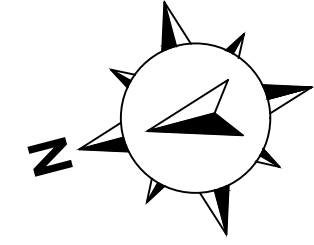
A-100

JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:

302 JACMAR DR
MONTEBELLO, CA 90640

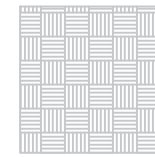
PROPOSED SITE PLAN
SCALE: 1/16" = 1'



TREE - 4" TRUNK MIN.

T-D

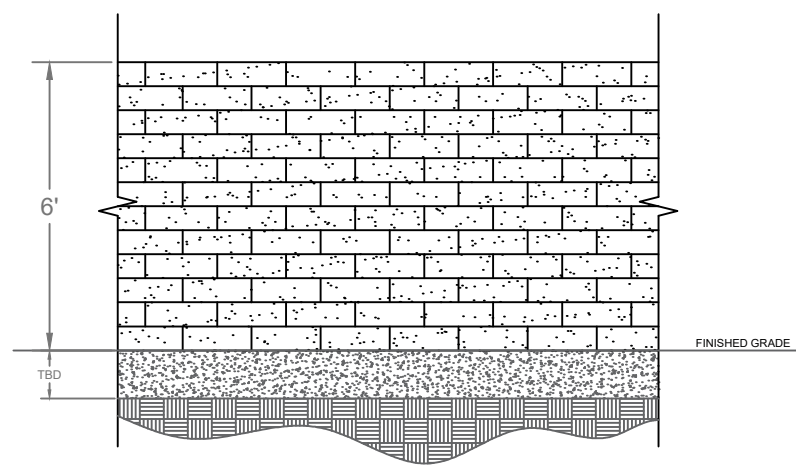
TRUNCATED DOMES



LANDSCAPE

3RD STREET

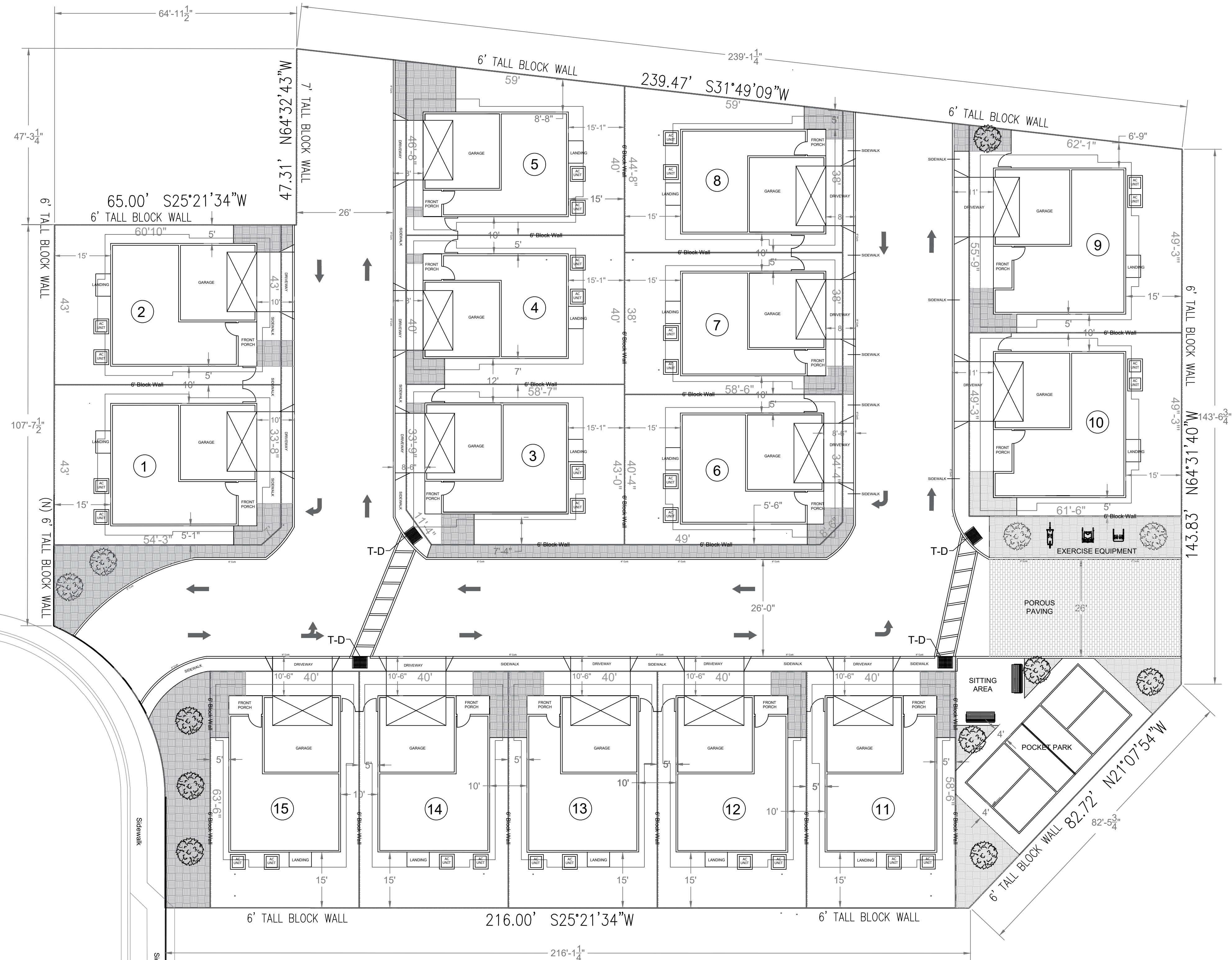
JACMAR DRIVE



(N) 6' WALL DETAIL -
DECORATIVE MASON WALL

SCALE: 1/4"=1'

* SLUMPSTONE PER 17.10.130.D OF
MONTEBELLO MUNICIPAL CODE



	UNIT #1	UNIT #2	UNIT #3	UNIT #4	UNIT #5	UNIT #6	UNIT #7	UNIT #8	UNIT #9	UNIT #10	UNIT #11	UNIT #12	UNIT #13	UNIT #14	UNIT #15	TOTAL
PRIVATE Open Space (Sq Ft)																
Front Porch	59	59	39	35	35	39	35	35	56	56	45	45	45	45	45	673
Walkway	122	101	153	102	101	99	112	112	156	162	116	116	116	116	116	1,800
Driveway	170	170	136	136	136	146	146	146	187	187	177	177	177	177	177	2,445
Front Yard Landscape	91	123	85	94	238	56	63	69	181	109	119	119	118	119	118	1,702
Back Yard Landscape	942	933	966	924	1022	902	830	1018	1104	978	887	887	887	887	887	14,054
Backyard Hardscape	56	56	56	56	56	56	56	56	59	59	56	56	56	56	56	846
COMMON Open Space (Sq Ft)																
Street	13,034															
North Entrance Landscape	1,4054															
Right of Way	1,512															
Landscape (In Front Of Units)	158															
Porous Pavement	1,341															
"Exercise Equipment " Landscape	573															
Pickleball Court	880															
Pickleball Landscape	615															
Pickleball Court Pavement	851															

Units:

FOOTPRINT: 17,536 Sq Ft

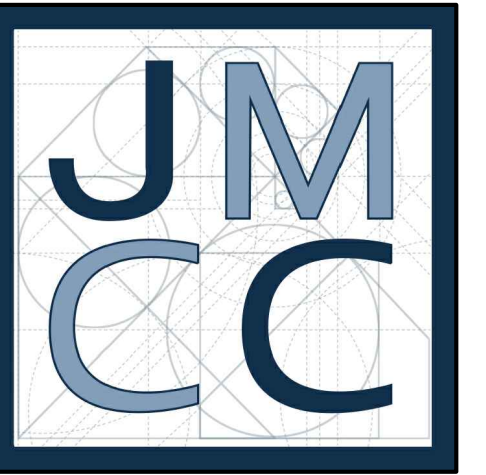
ROOFED AREA: 24,155 Sq Ft

PAVEMENT:

PRIVATE OPEN AREA: 21,520 Sq Ft

TOTAL OF HARDSCAPE AND LANDSCAPED AREAS: 41,504 Sq Ft

STREET: 13,034 Sq Ft



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT:

TENTATIVE TRACT MAP

CLIENT:
WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

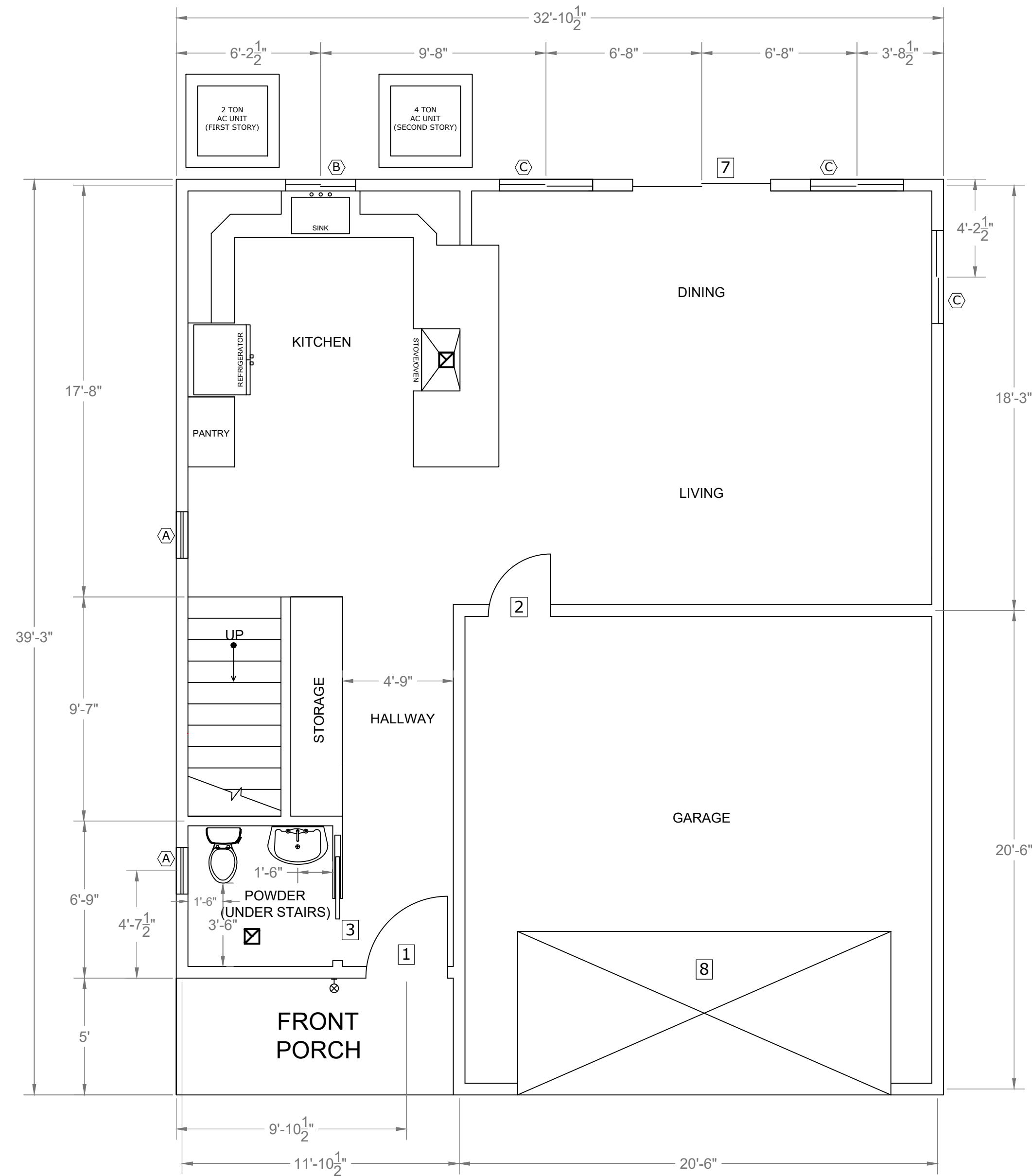
DRAWN BY:
ANTHONY SANCHEZ

DATE:
1.11.24

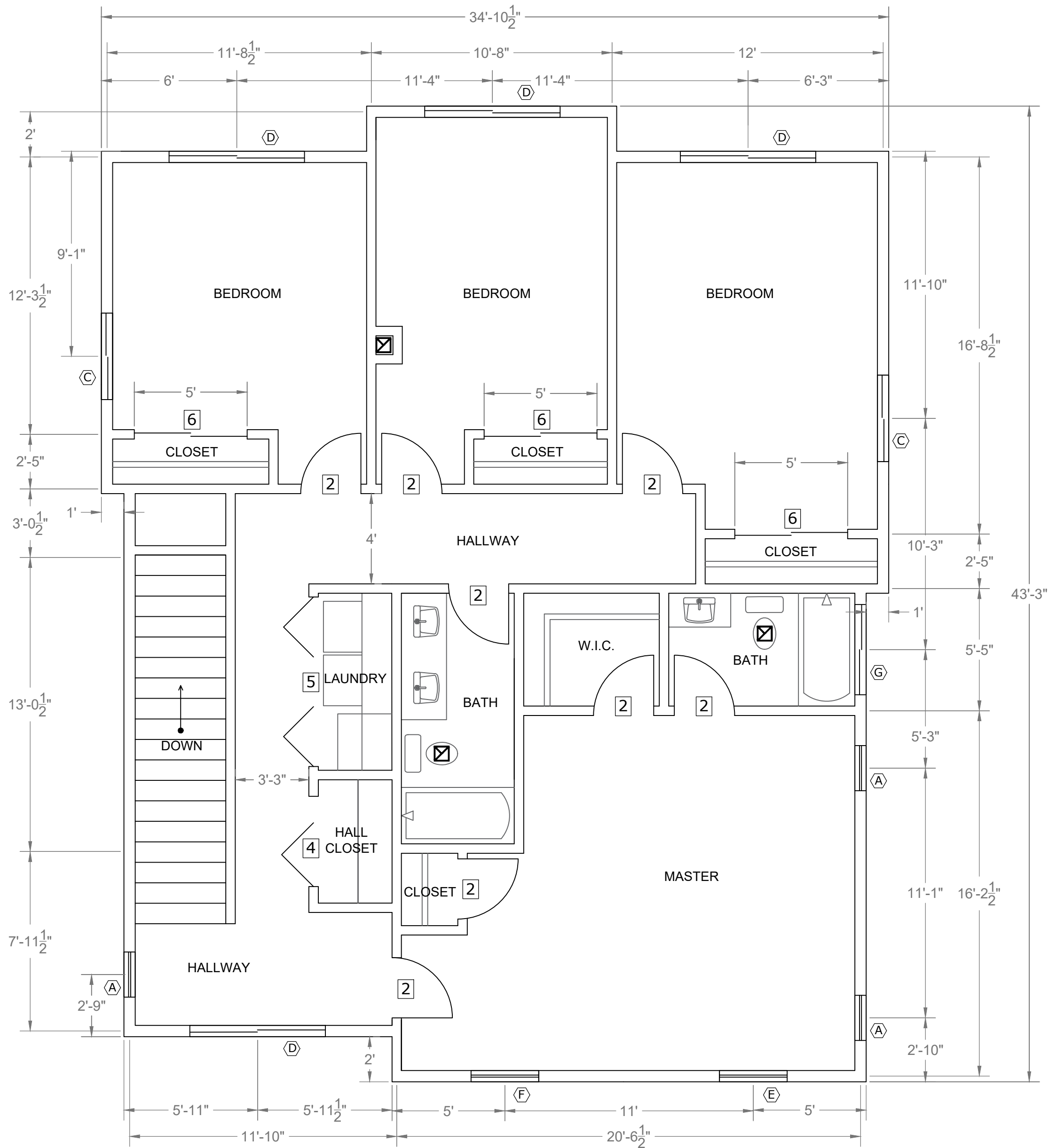
SHEET:
PROPOSED
SITE PLAN

SCALE:
1/16" = 1'

SHEET #:
A-101



FIRST STORY



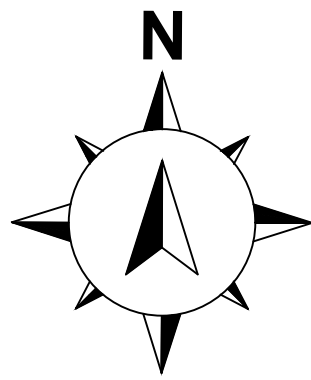
SECOND STORY

* EGRESS WINDOW

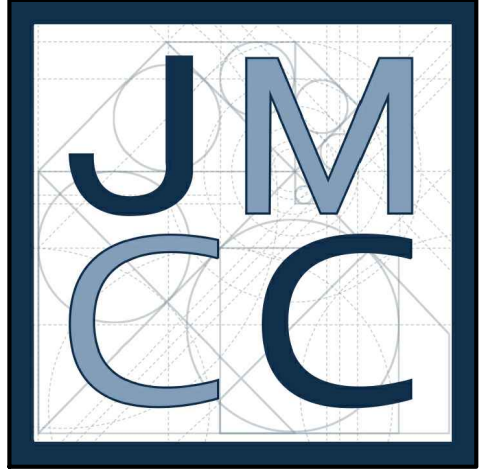
SCHEDULE FOR RETROFIT WINDOWS			
SYM	WINDOW TYPE	SIZE	OPENABLE AREA
(A)	Single Hung	24 x 36	2 sq ft
(B)	Slider	36 x 30	2.6 sq ft
(C)	Slider	48 x 36	4.6 sq ft
(D)*	Slider	72 x 36	7.3 sq ft
(E)	Single Hung	36 x 48	4.3 sq ft
(F)*	Casement	36 x 48	7.0 sq ft
(G)	Slider	48 x 12	2.1 sq ft

Sq Ft For Unit 1 & 2	
First Story	742
Second Story	1312
Habitable Unit Sq Ft	2054
Garage Sq Ft	400
Covered Area	1231

TYP FLOORPLAN - UNITS 1 & 2
SCALE: 1/4" = 1'



DOOR LEGEND		
(1)	Entry Swing Door	36 x 84
(2)	Interior Swing Door	32 x 84
(3)	Pocket Door	32 x 84
(4)	Bi-Fold Closet Door	48 x 84
(5)	Bi-Fold Laundry Door	90 x 84
(6)	Sliding Closet Door	60 x 84
(7)	Exterior Sliding Door	72 x 84
(8)	Garage Door	180 x 84



PROJECT:
TENTATIVE TRACT MAP

CLIENT:
WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

REVISION DATE:

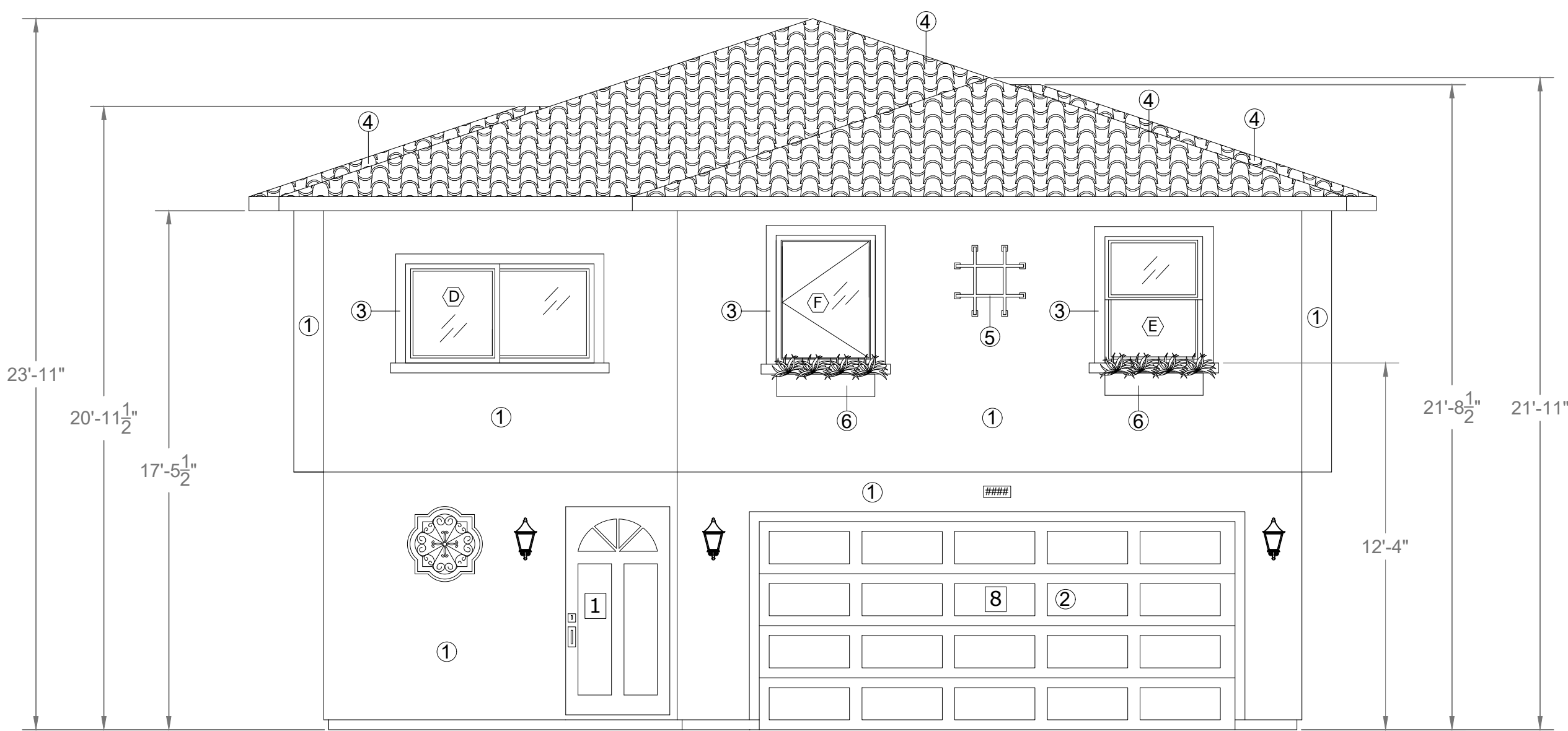
DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

SHEET:
FLOORPLAN -
SUITE 1 & 2

SCALE:
1/4"=1'

SHEET #:
A-200



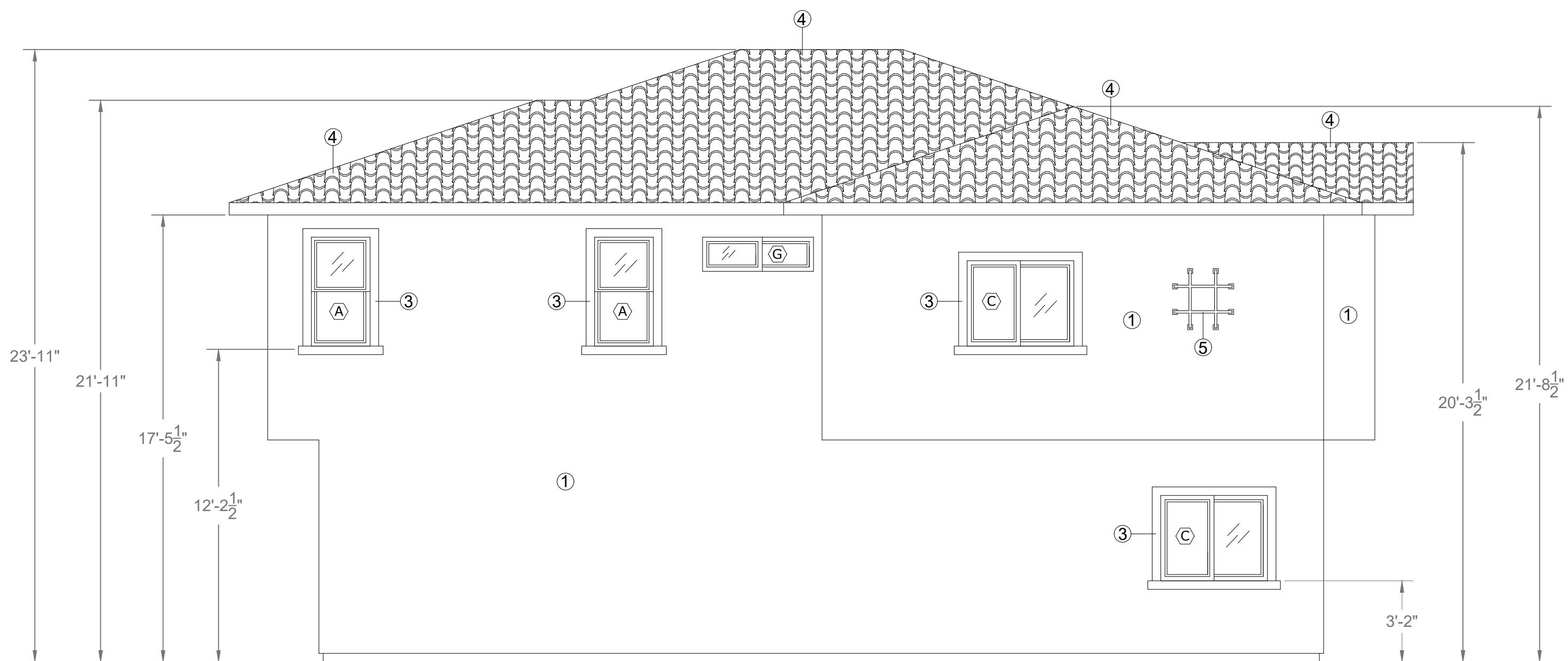
UNIT 1 & 2 - SOUTH ELEVATION
SCALE: 1/4"=1'

- MATERIAL LIST:**
- ① Stucco
 - ② Wood Garage Door
 - ③ Architectural Foam Trim (Around Windows)
 - ④ Spanish Style Roofing Tile
 - ⑤ Decorative Iron
 - ⑥ Planter Box

* EGRESS WINDOW

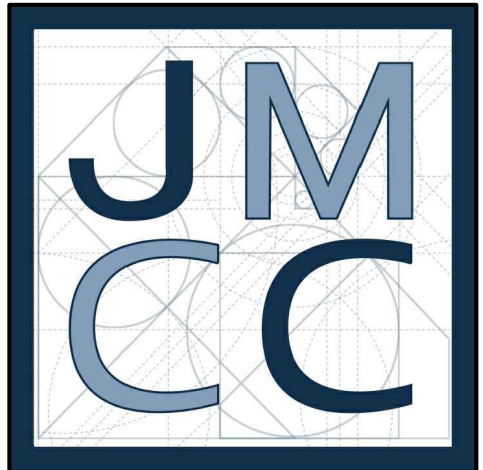
SCHEDULE FOR RETROFIT WINDOWS			
SYM	WINDOW TYPE	SIZE	OPENABLE AREA
(A)	Single Hung	24 x 36	2 sq ft
(B)	Slider	36 x 30	2.6 sq ft
(C)	Slider	48 x 36	4.6 sq ft
(D)*	Slider	72 x 36	7.3 sq ft
(E)	Single Hung	36 x 48	4.3 sq ft
(F)*	Casement	36 x 48	7.0 sq ft
(G)	Slider	48 x 12	2.1 sq ft

DOOR LEGEND		
1	Entry Swing Door	36 x 84
2	Interior Swing Door	32 x 84
3	Pocket Door	32 x 84
4	Bi-Fold Closet Door	48 x 84
5	Bi-Fold Laundry Door	90 x 84
6	Sliding Closet Door	60 x 84
7	Exterior Sliding Door	72 x 84
8	Garage Door	180 x 84



UNIT 1 & 2 - EAST ELEVATION
SCALE: 1/4"=1'

- MATERIAL LIST:**
- ① Stucco
 - ③ Architectural Foam Trim (Around Windows)
 - ④ Spanish Style Roofing Tile
 - ⑤ Decorative Iron



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS: 302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT: TENTATIVE TRACT MAP

CLIENT: WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

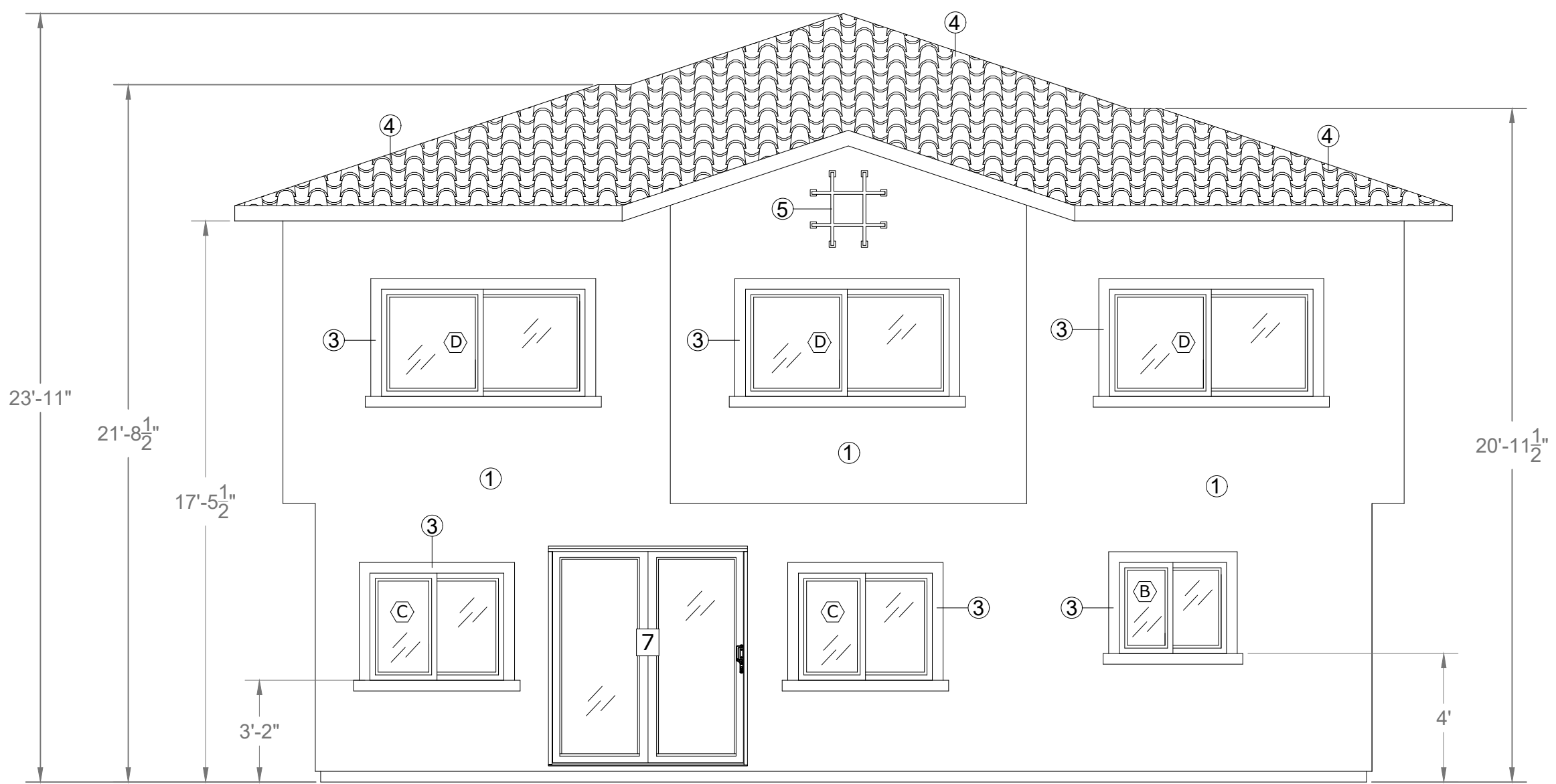
DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

SHEET:
ELEVATION -
UNITS 1&2

SCALE:
1/4"=1'

SHEET #:
A-201



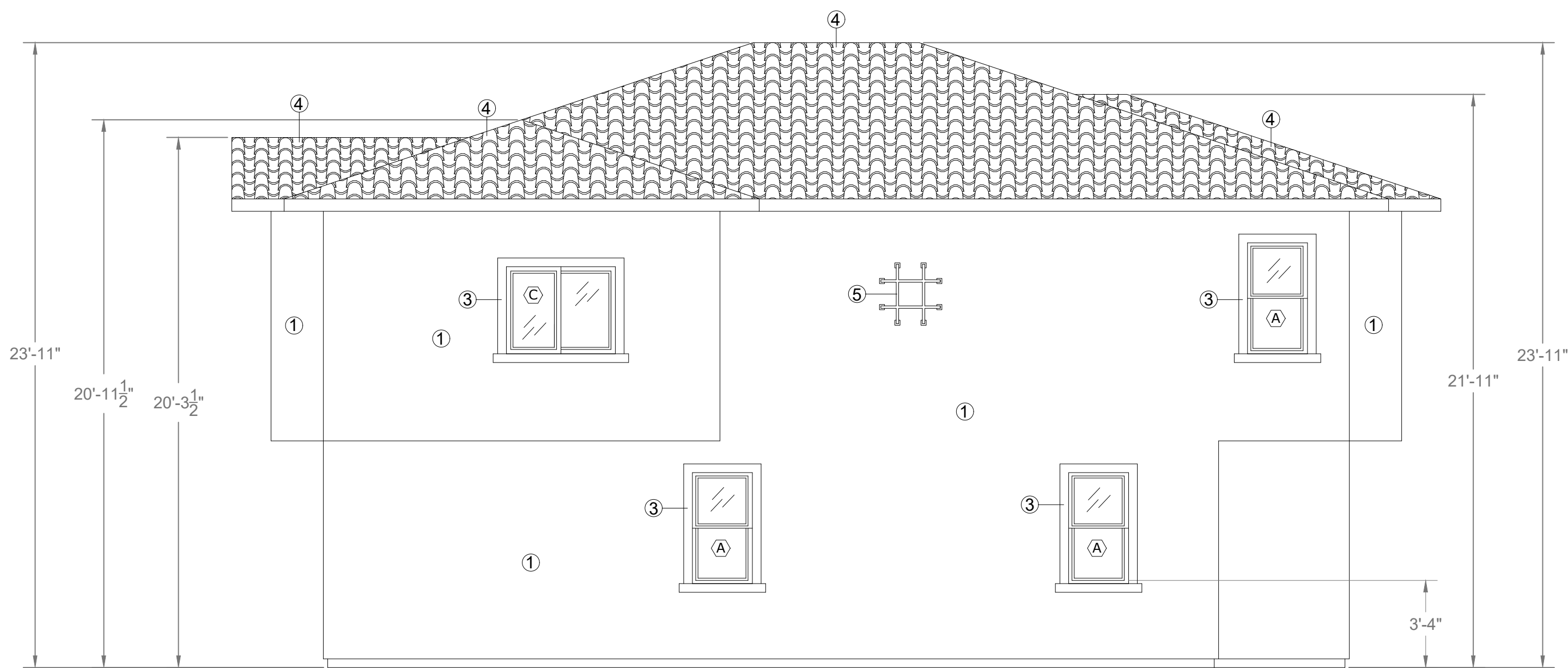
UNIT 1 & 2 - NORTH ELEVATION
SCALE: 1/4"=1'

- MATERIAL LIST:
- ① Stucco
 - ③ Architectural Foam Trim (Around Windows)
 - ④ Spanish Style Roofing Tile
 - ⑤ Decorative Iron

* EGRESS WINDOW

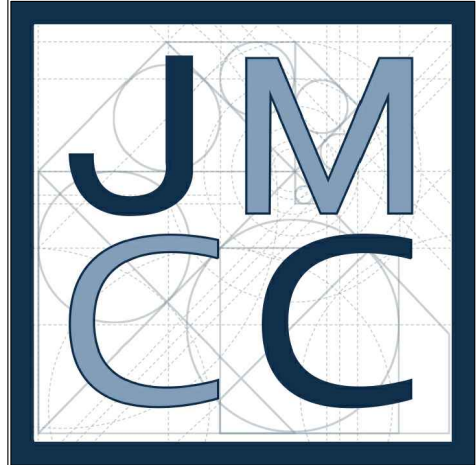
SCHEDULE FOR RETROFIT WINDOWS			
SYM	WINDOW TYPE	SIZE	OPENABLE AREA
(A)	Single Hung	24 x 36	2 sq ft
(B)	Slider	36 x 30	2.6 sq ft
(C)	Slider	48 x 36	4.6 sq ft
(D)*	Slider	72 x 36	7.3 sq ft
(E)	Single Hung	36 x 48	4.3 sq ft
(F)*	Casement	36 x 48	7.0 sq ft
(G)	Slider	48 x 12	2.1 sq ft

DOOR LEGEND		
1	Entry Swing Door	36 x 84
2	Interior Swing Door	32 x 84
3	Pocket Door	32 x 84
4	Bi-Fold Closet Door	48 x 84
5	Bi-Fold Laundry Door	90 x 84
6	Sliding Closet Door	60 x 84
7	Exterior Sliding Door	72 x 84
8	Garage Door	180 x 84



UNIT 1 & 2 - WEST ELEVATION
SCALE: 1/4"=1'

- MATERIAL LIST:
- ① Stucco
 - ③ Architectural Foam Trim (Around Windows)
 - ④ Spanish Style Roofing Tile
 - ⑤ Decorative Iron



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS: 302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT: TENTATIVE TRACT MAP

CLIENT: WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

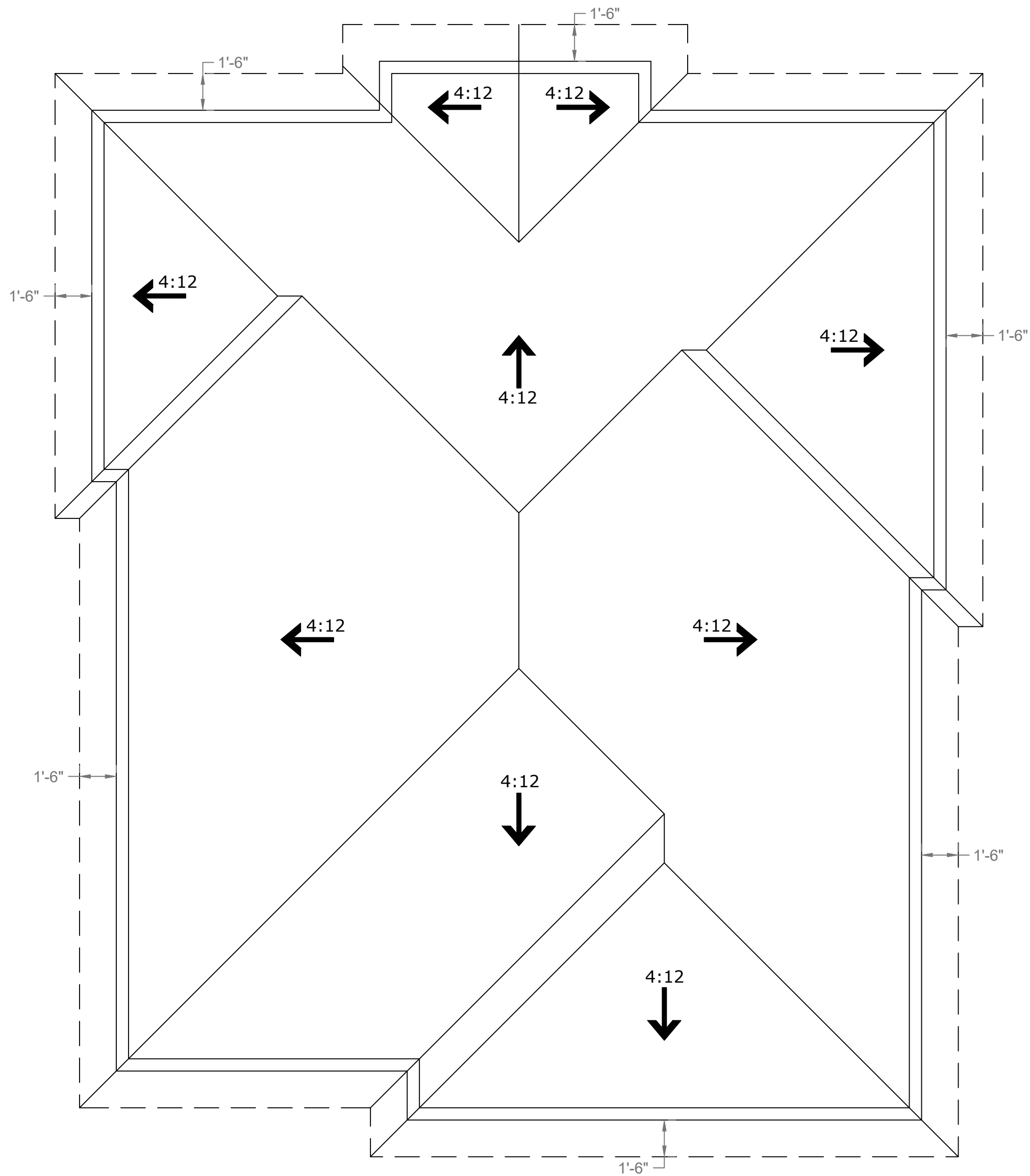
DRAWN BY: ANTHONY SANCHEZ

DATE: 11.22.23

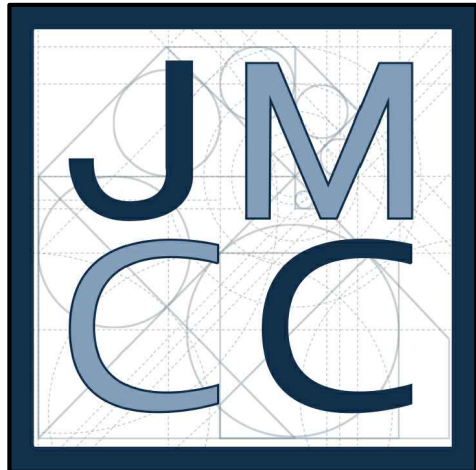
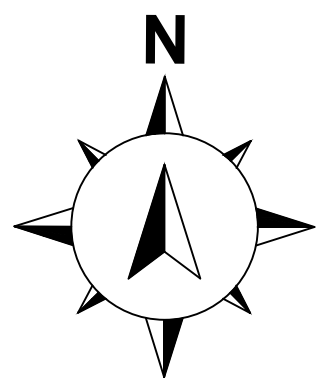
SHEET: ELEVATION -
UNITS 1&2

SCALE: 1/4"=1'

SHEET #: A-202



UNITS 1 & 2 - ROOF PLAN
SCALE: 1/4"=1'



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT:
TENTATIVE TRACT MAP

CLIENT:
WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

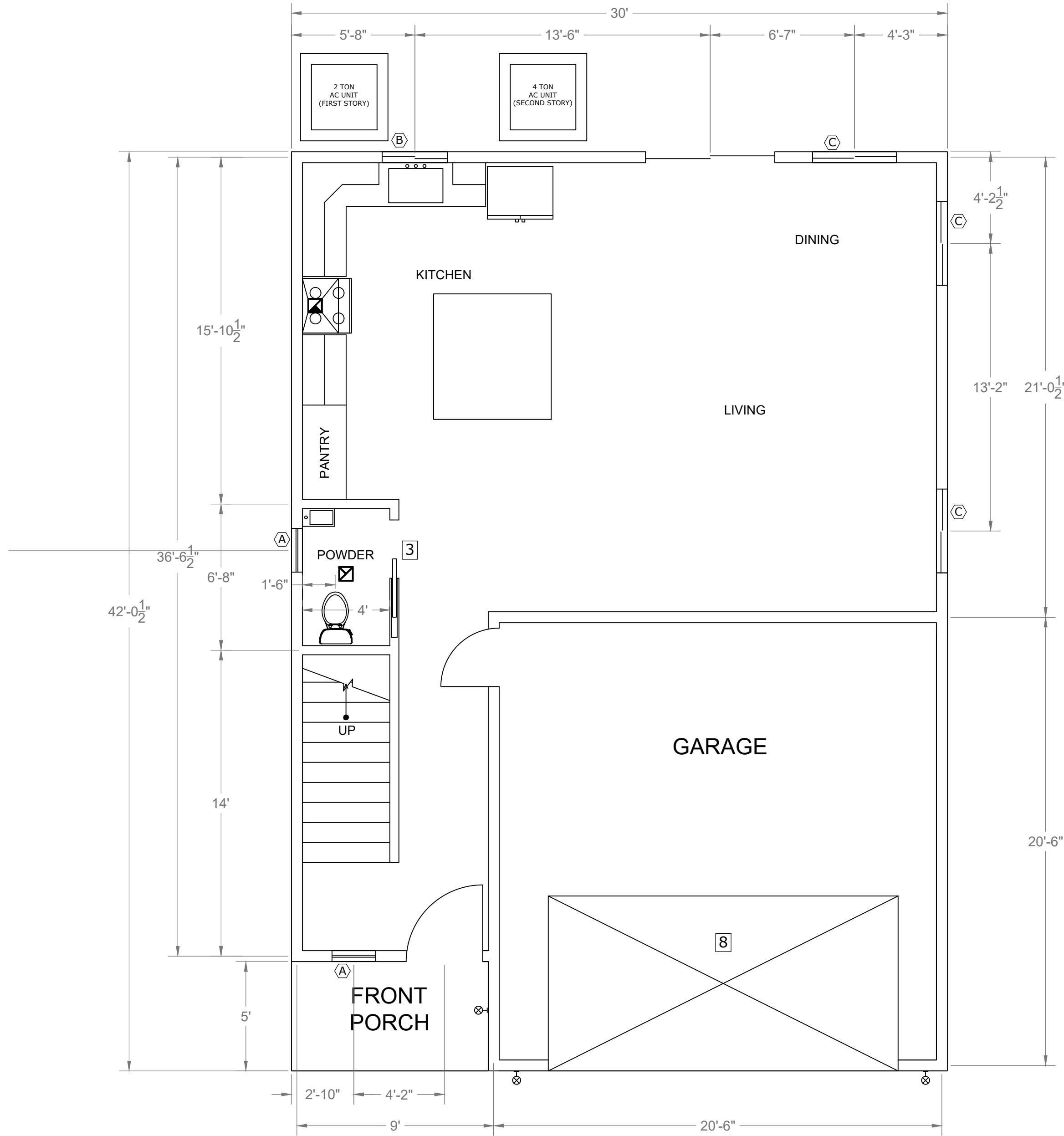
DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

SHEET:
ROOF PLAN -
SUITE 1 & 2

SCALE:
1/4"=1'

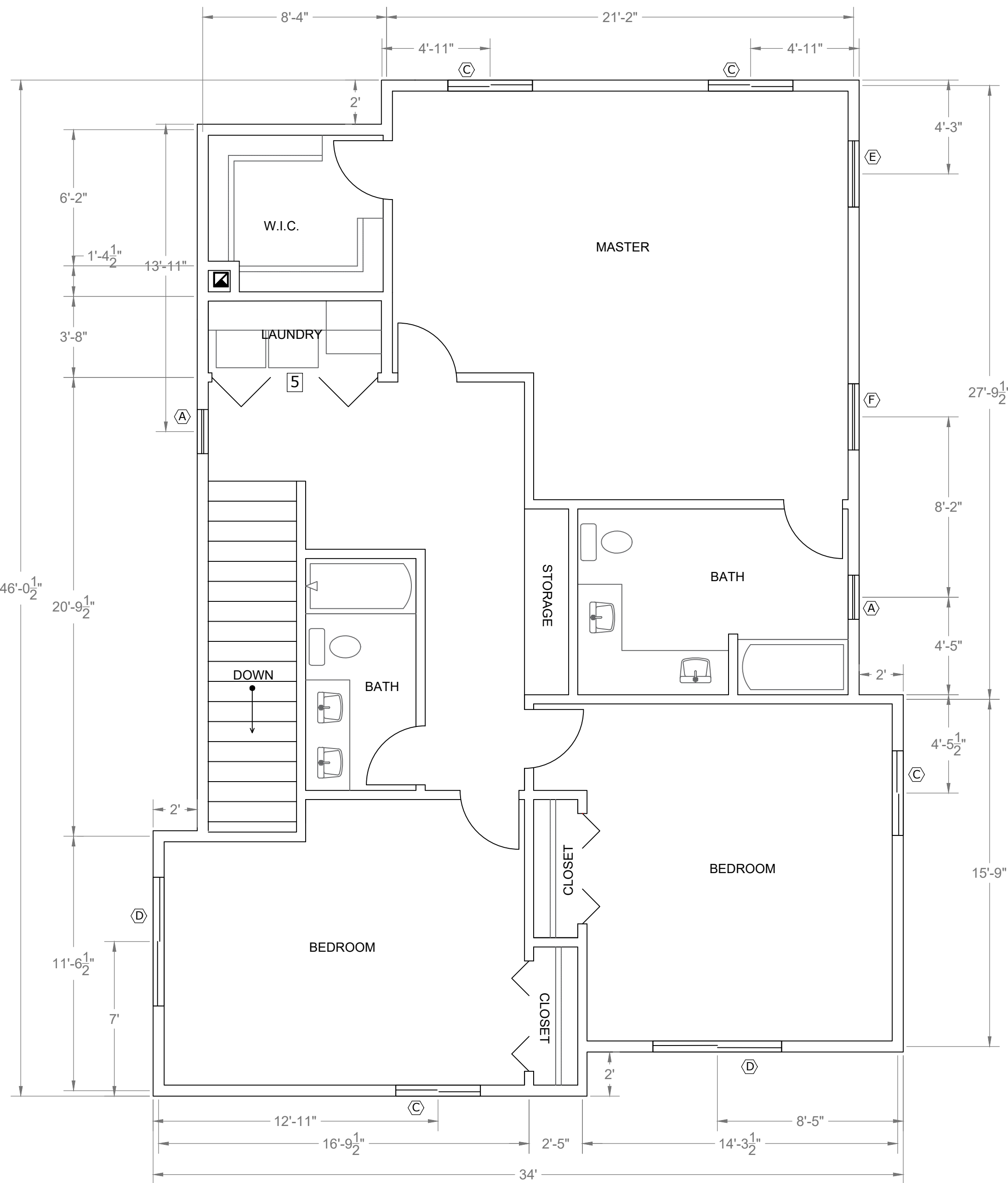
SHEET #:
A-203



Sq Ft For Units 3 & 6	
First Story	618
Second Story	1108
Habitable Unit Sq Ft	1743
Garage Sq Ft	400
Covered Area	1108

Sq Ft For Units 4, 5, 7 & 8	
First Story	576
Second Story	1030
Habitable Unit Sq Ft	1623
Garage Sq Ft	400
Covered Area	1060

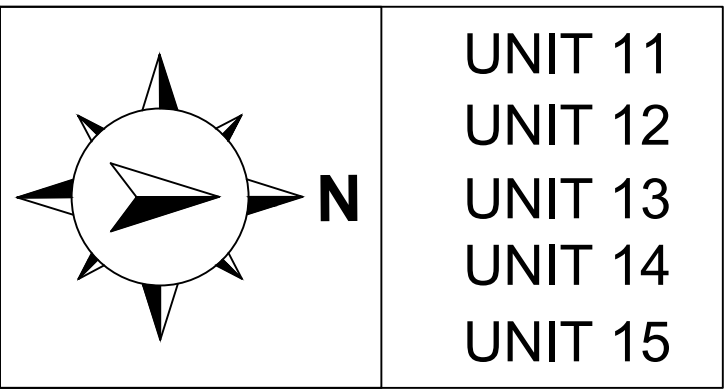
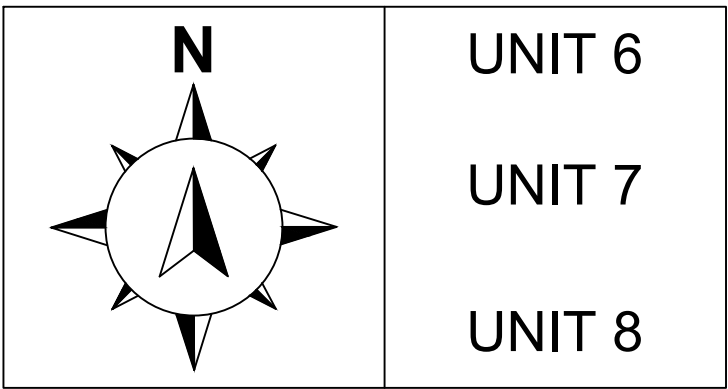
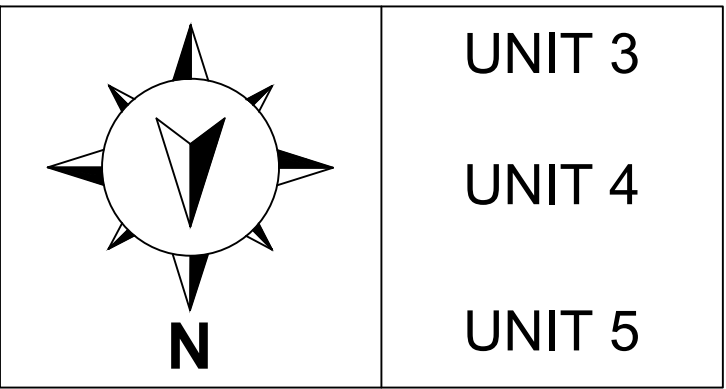
Sq Ft For Units 11-15	
First Story	727
Second Story	1317
Habitable Unit Sq Ft	2047
Garage Sq Ft	400
Covered Area	1215



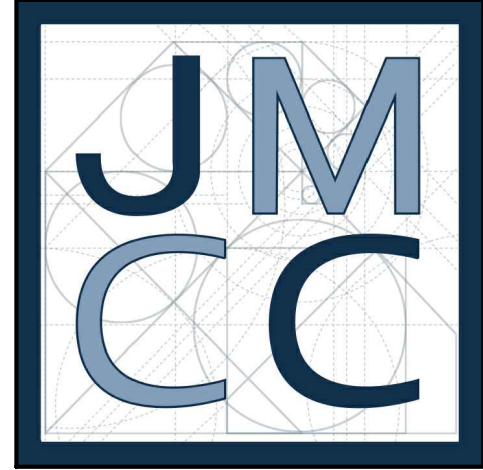
FLOORPLAN - UNITS 3, 4, 5, 6, 7, 8,11-15
SCALE: 1/4"=1'

* EGRESS WINDOW

SCHEDULE FOR RETROFIT WINDOWS			
SYM	WINDOW TYPE	SIZE	OPENABLE AREA
Ⓐ	Single Hung	24 x 36	2 sq ft
Ⓑ	Slider	36 x 30	2.6 sq ft
Ⓒ	Slider	48 x 36	4.6 sq ft
Ⓓ*	Slider	72 x 36	7.3 sq ft
Ⓔ	Single Hung	36 x 48	4.3 sq ft
Ⓕ*	Casement	36 x 48	7.0 sq ft
Ⓖ	Slider	48 x 12	2.1 sq ft



DOOR LEGEND		
1	Entry Swing Door	36 x 84
2	Interior Swing Door	32 x 84
3	Pocket Door	32 x 84
4	Bi-Fold Closet Door	48 x 84
5	Bi-Fold Laundry Door	90 x 84
6	Sliding Closet Door	60 x 84
7	Exterior Sliding Door	72 x 84
8	Garage Door	180 x 84



PROJECT: TENTATIVE TRACT MAP

CLIENT: WILLIAM M. MOLINARI AND M. ANTONIETA MOLINARI

PROJECT ADDRESS: 302 JACMAR DR MONTEBELLO, CA 90640

JOHN MARK CONSTRUCTION CO.

REVISION DATE:	

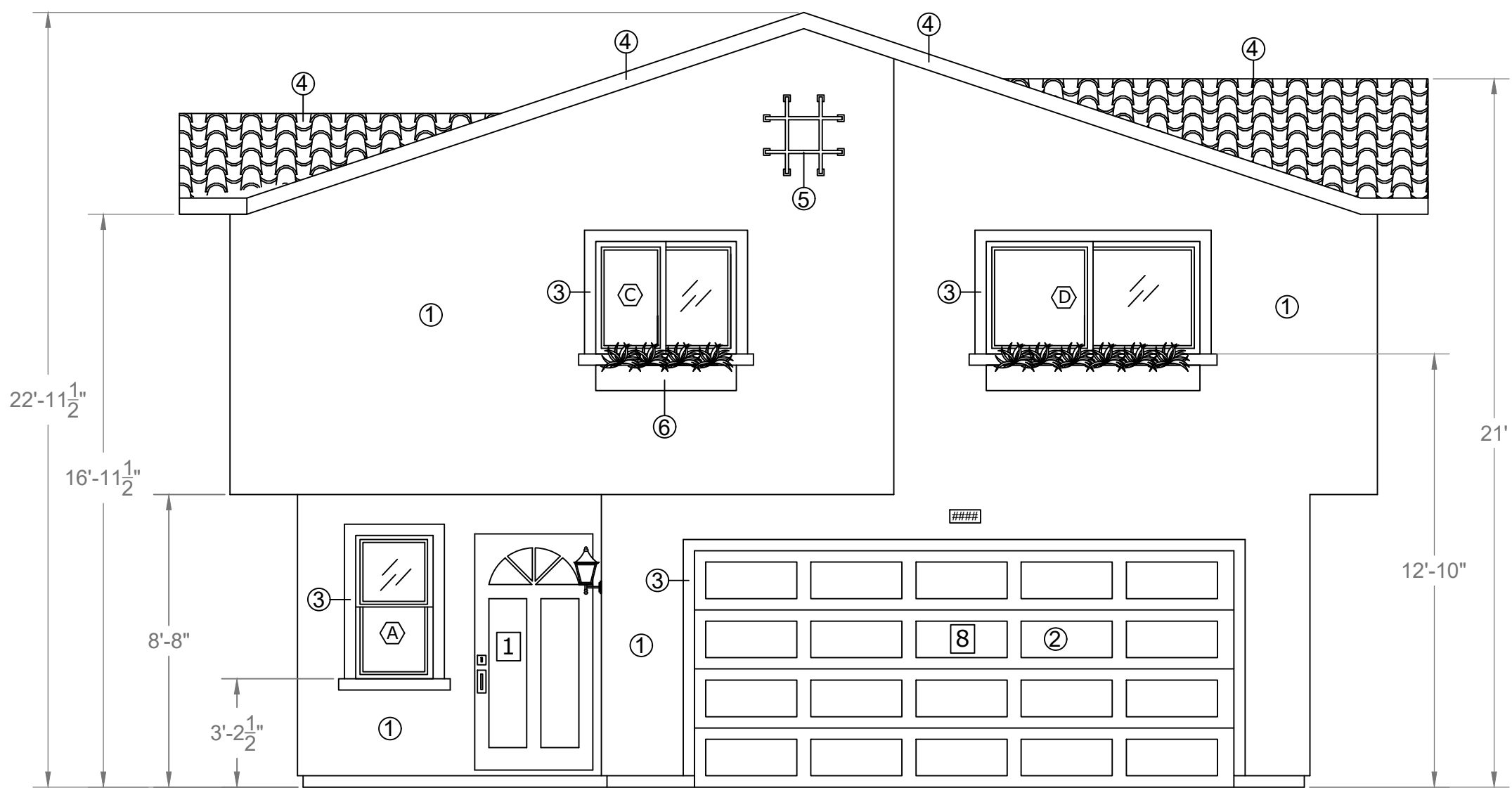
DRAWN BY: ANTHONY SANCHEZ

DATE: 11.22.23

SHEET: FLOORPLAN - UNITS 3, 4, 5, 6, 7, 8,11-15

SCALE: 1/4"=1'

SHEET #: A-300



NORTH ELEVATION
(UNITS 3, 4 & 5)

SOUTH ELEVATION
(UNITS 6, 7, & 8)

- MATERIAL LIST:**
- ① Stucco
 - ② Wood Garage Door
 - ③ Architectural Foam Trim (Around Windows)
 - ④ Spanish Style Roofing Tile
 - ⑤ Decorative Iron
 - ⑥ Planter Box

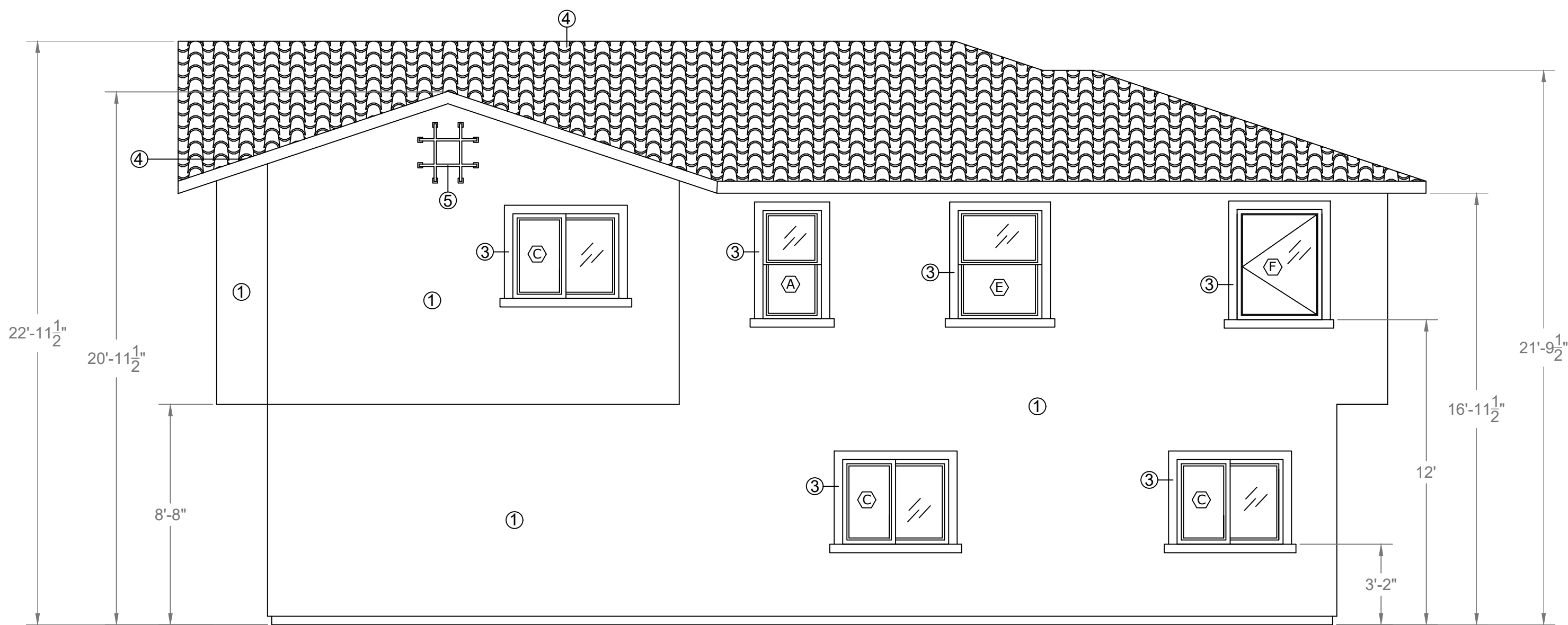
EAST ELEVATION
(UNITS 11-15)

* Front Elevation for Units 11,13, and 15 to have partial stone exterior

* EGRESS WINDOW

SCHEDULE FOR RETROFIT WINDOWS			
SYM	WINDOW TYPE	SIZE	OPENABLE AREA
(A)	Single Hung	24 x 36	2 sq ft
(B)	Slider	36 x 30	2.6 sq ft
(C)	Slider	48 x 36	4.6 sq ft
(D)*	Slider	72 x 36	7.3 sq ft
(E)	Single Hung	36 x 48	4.3 sq ft
(F)*	Casement	36 x 48	7.0 sq ft
(G)	Slider	48 x 12	2.1 sq ft

DOOR LEGEND		
1	Entry Swing Door	36 x 84
2	Interior Swing Door	32 x 84
3	Pocket Door	32 x 84
4	Bi-Fold Closet Door	48 x 84
5	Bi-Fold Laundry Door	90 x 84
6	Sliding Closet Door	60 x 84
7	Exterior Sliding Door	72 x 84
8	Garage Door	180 x 84

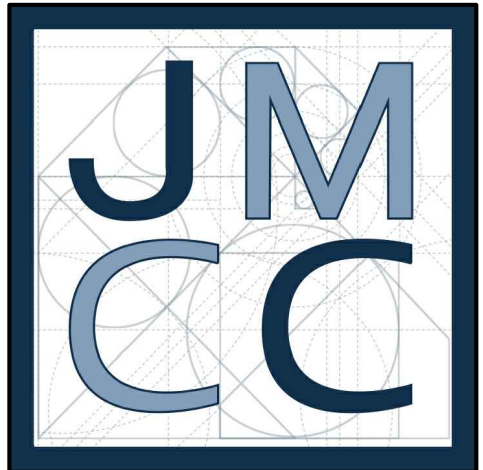


WEST ELEVATION
(UNITS 3, 4 & 5)

EAST ELEVATION
(UNITS 6, 7, & 8)

- MATERIAL LIST:**
- ① Stucco
 - ③ Architectural Foam Trim (Around Windows)
 - ④ Spanish Style Roofing Tile
 - ⑤ Decorative Iron

NORTH ELEVATION
(UNITS 11-15)



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT:

TENTATIVE TRACT MAP

CLIENT:

WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

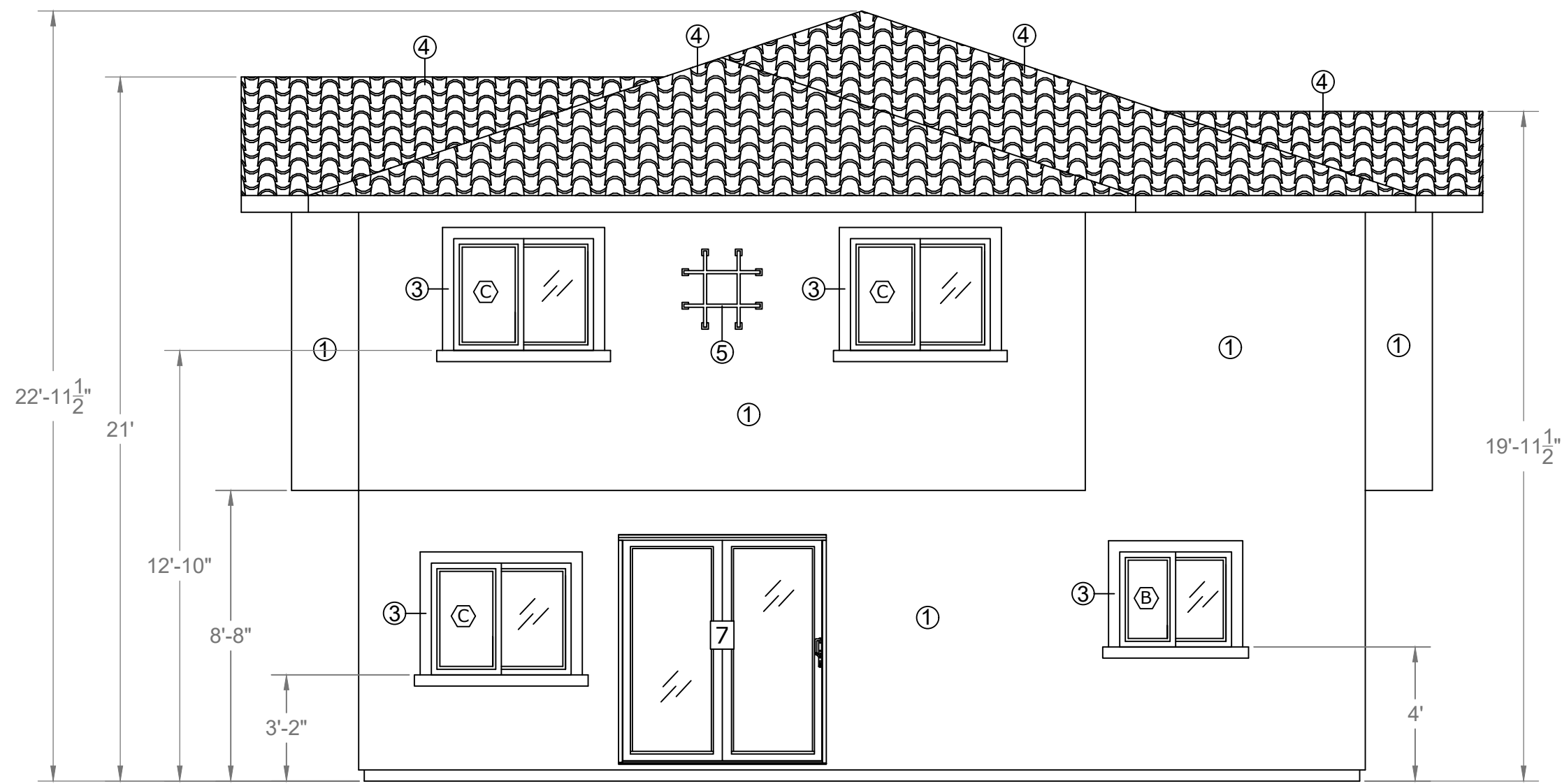
DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

SHEET:
ELEVATION -
UNITS 3, 4, 5, 6, 7, 8, 11-15

SCALE:
1/4"=1'

SHEET #:
A-301



SOUTH ELEVATION
(UNITS 3, 4 & 5)

NORTH ELEVATION
(UNITS 6, 7, & 8)

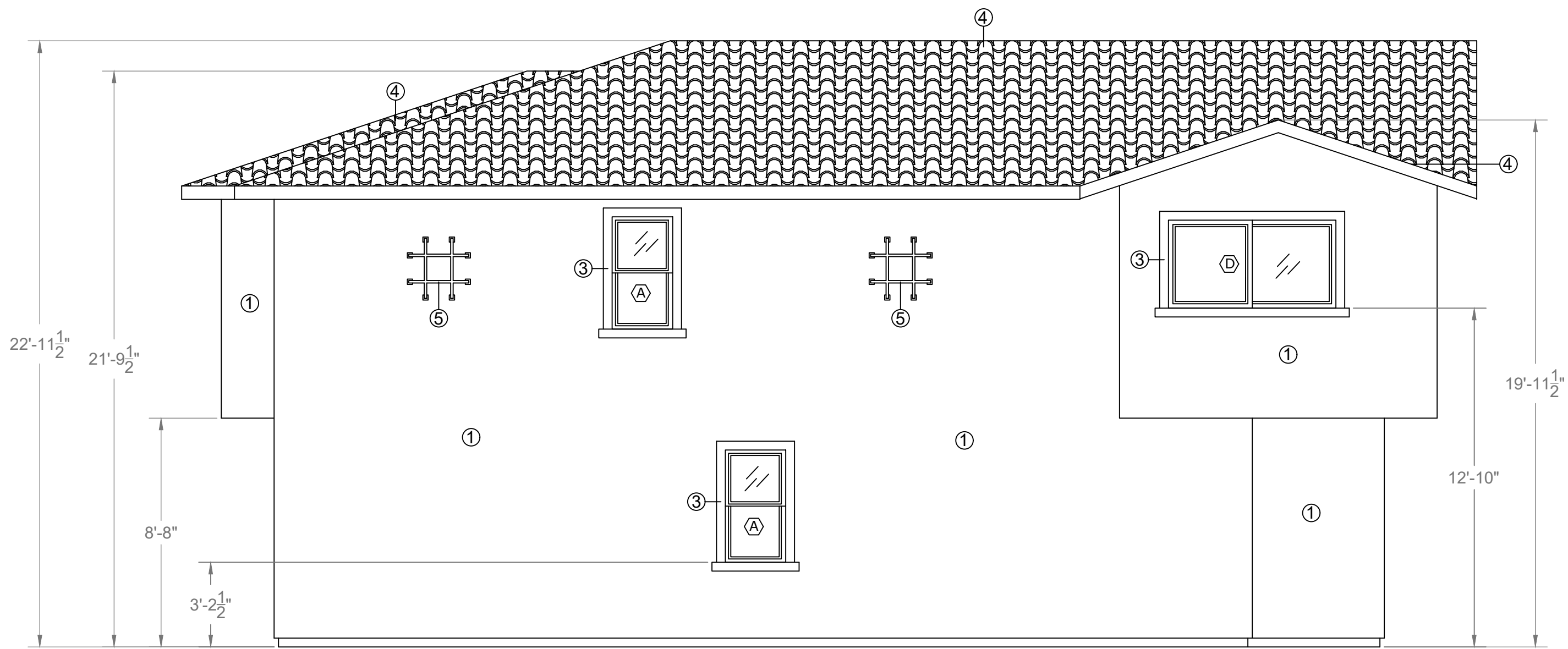
WEST ELEVATION
(UNITS 11-15)

- MATERIAL LIST:**
- ① Stucco
 - ③ Architectural Foam Trim (Around Windows)
 - ④ Spanish Style Roofing Tile
 - ⑤ Decorative Iron

* EGRESS WINDOW

SCHEDULE FOR RETROFIT WINDOWS			
SYM	WINDOW TYPE	SIZE	OPENABLE AREA
A	Single Hung	24 x 36	2 sq ft
B	Slider	36 x 30	2.6 sq ft
C	Slider	48 x 36	4.6 sq ft
D*	Slider	72 x 36	7.3 sq ft
E	Single Hung	36 x 48	4.3 sq ft
F*	Casement	36 x 48	7.0 sq ft
G	Slider	48 x 12	2.1 sq ft

DOOR LEGEND		
1	Entry Swing Door	36 x 84
2	Interior Swing Door	32 x 84
3	Pocket Door	32 x 84
4	Bi-Fold Closet Door	48 x 84
5	Bi-Fold Laundry Door	90 x 84
6	Sliding Closet Door	60 x 84
7	Exterior Sliding Door	72 x 84
8	Garage Door	180 x 84

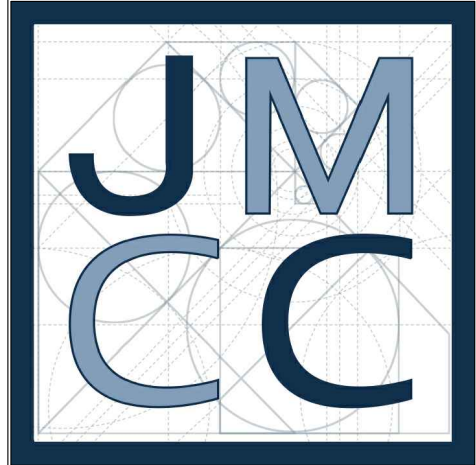


EAST ELEVATION
(UNITS 3, 4 & 5)

WEST ELEVATION
(UNITS 6, 7, & 8)

SOUTH ELEVATION
(UNITS 11-15)

- MATERIAL LIST:**
- ① Stucco
 - ③ Architectural Foam Trim (Around Windows)
 - ④ Spanish Style Roofing Tile
 - ⑤ Decorative Iron



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS: 302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT: TENTATIVE TRACT MAP

CLIENT: WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

DRAWN BY: ANTHONY SANCHEZ

DATE: 11.22.23

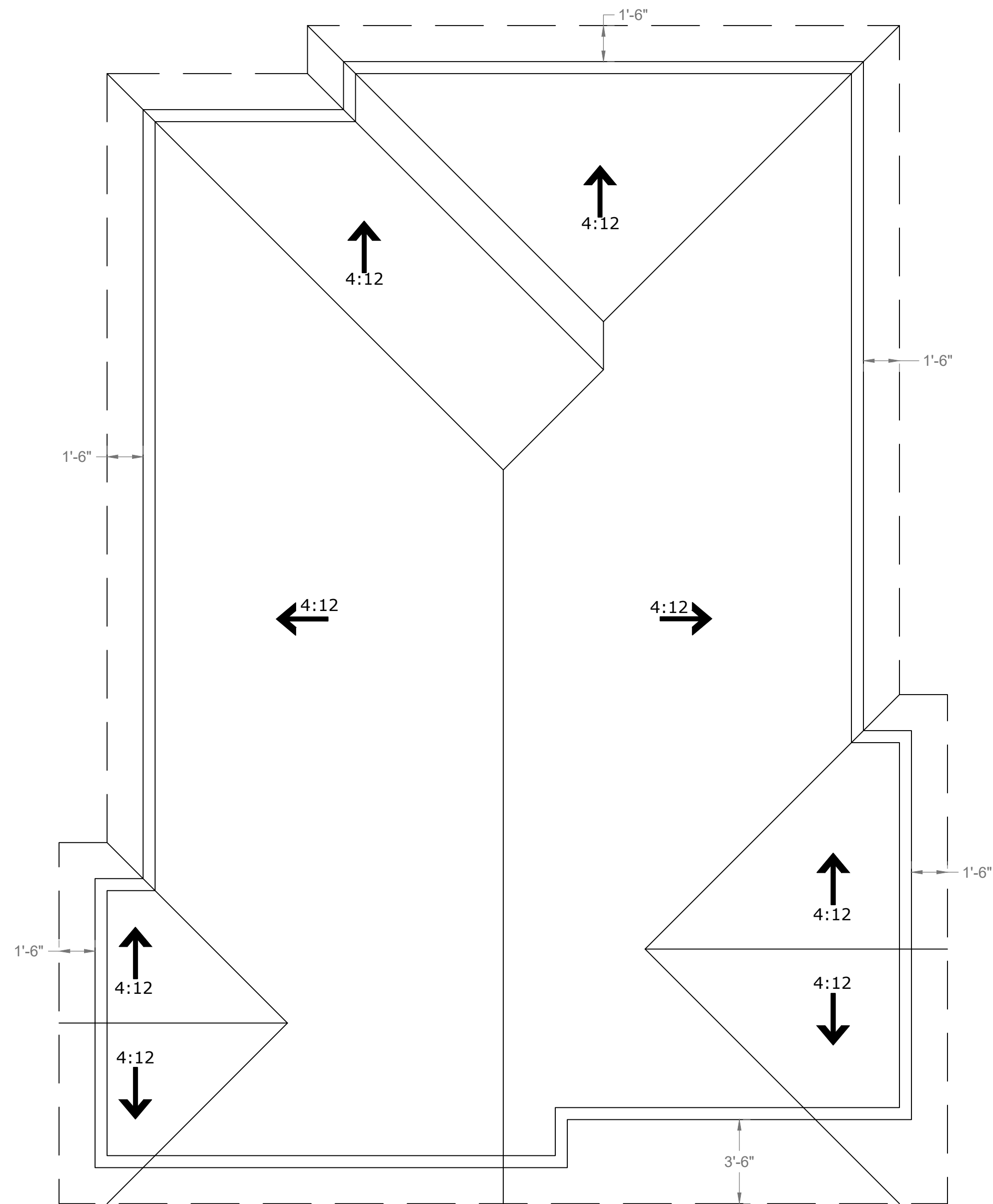
SHEET: ELEVATION -
UNITS 3, 4, 5, 6, 7, 8, 11-15

SCALE:

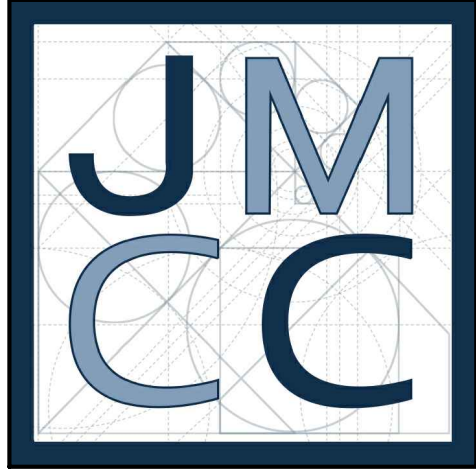
1/4"=1'

SHEET #:

A-302



ELEVATION - UNITS 3, 4, 5, 6, 7, 8,11-15
SCALE: 1/4" = 1'



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT:
TENTATIVE TRACT MAP

CLIENT:
WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

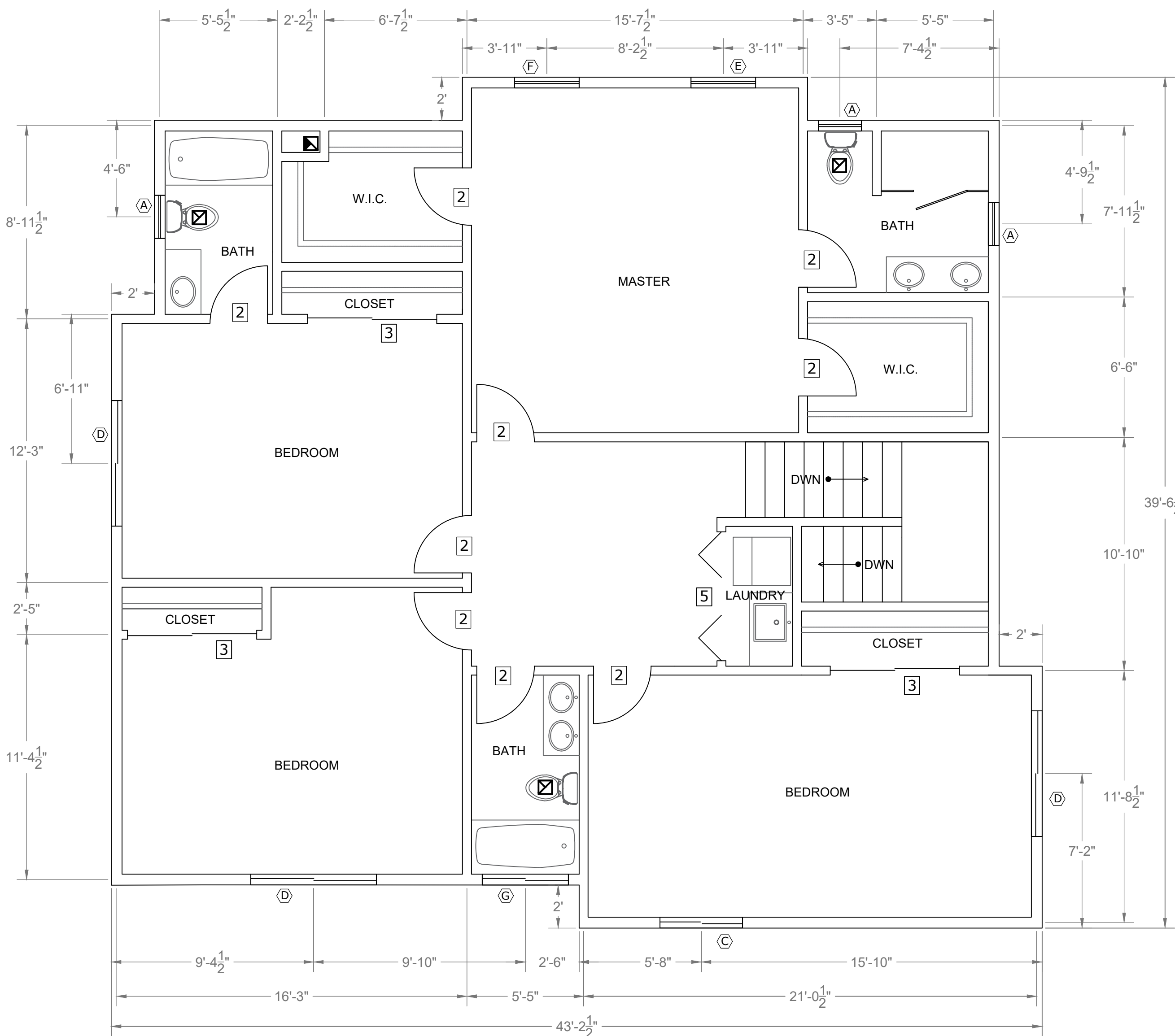
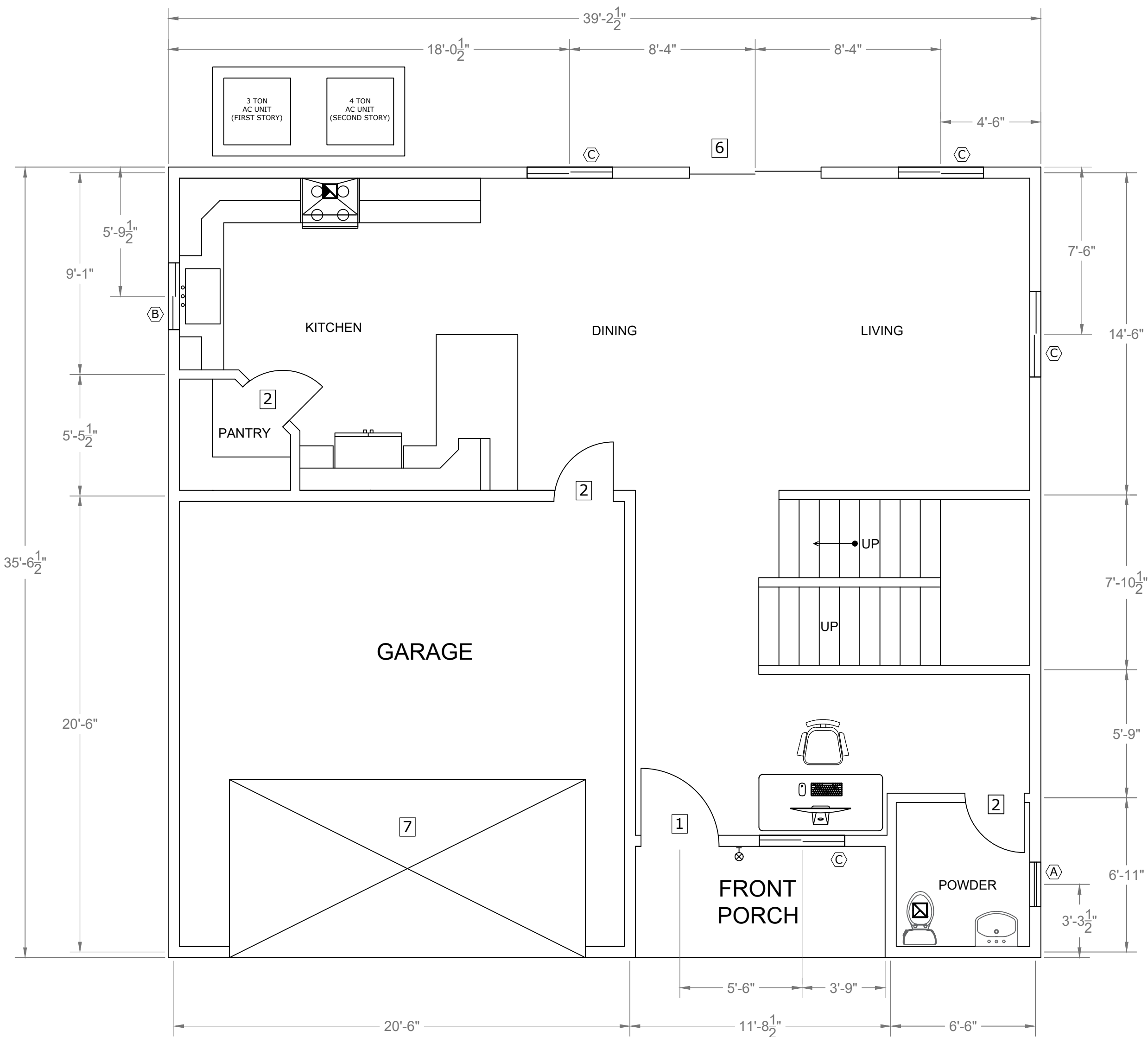
DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

SHEET:
ROOF PLAN -
UNITS 3, 4, 5, 6, 7, 8,11-15

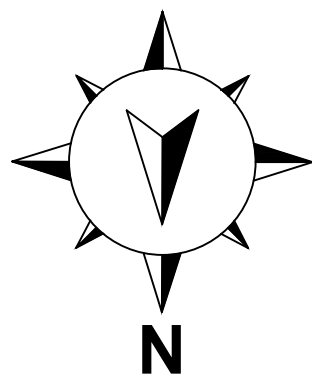
SCALE:
1/4"=1'

SHEET #:
A-303



FLOORPLAN - UNITS 9 & 10

SCALE: 1/4" = 1'

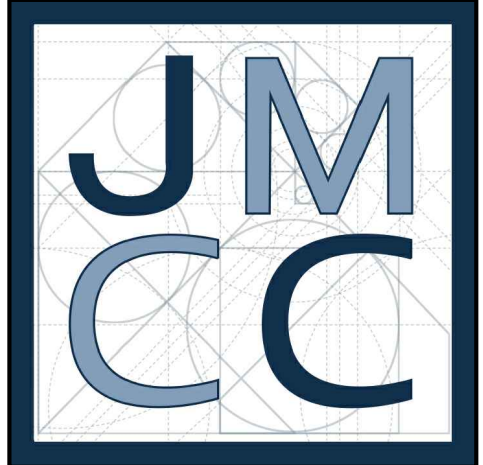


* EGRESS WINDOW

SCHEDULE FOR RETROFIT WINDOWS			
SYM	WINDOW TYPE	SIZE	OPENABLE AREA
Ⓐ	Single Hung	36 x 48	4.3 sq ft
Ⓑ	Slider	36 x 30	2.6 sq ft
Ⓒ	Slider	48 x 36	4.6 sq ft
Ⓓ*	Slider	72 x 36	7.3 sq ft
Ⓔ	Single Hung	36 x 48	4.3 sq ft
Ⓕ*	Casement	36 x 48	7.0 sq ft
Ⓖ	Slider	48 x 12	2.1 sq ft

Sq Ft For Units 9 & 10	
First Story	846
Second Story	1461
Habitable Unit Sq Ft	2307
Garage Sq Ft	400
Covered Area	1337

DOOR LEGEND		
①	Entry Swing Door	36 x 84
②	Interior Swing Door	32 x 84
③	Sliding Closet Door	72 x 84
④	Glass Shower Door	30 x 72
⑤	Bi-Fold Laundry Door	72 x 84
⑥	Exterior Sliding Door	72 x 84
⑦	Garage Door	180 x 84



JOHN MARK CONSTRUCTION CO.

TENTATIVE TRACT MAP

PROJECT:

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

CLIENT:
WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

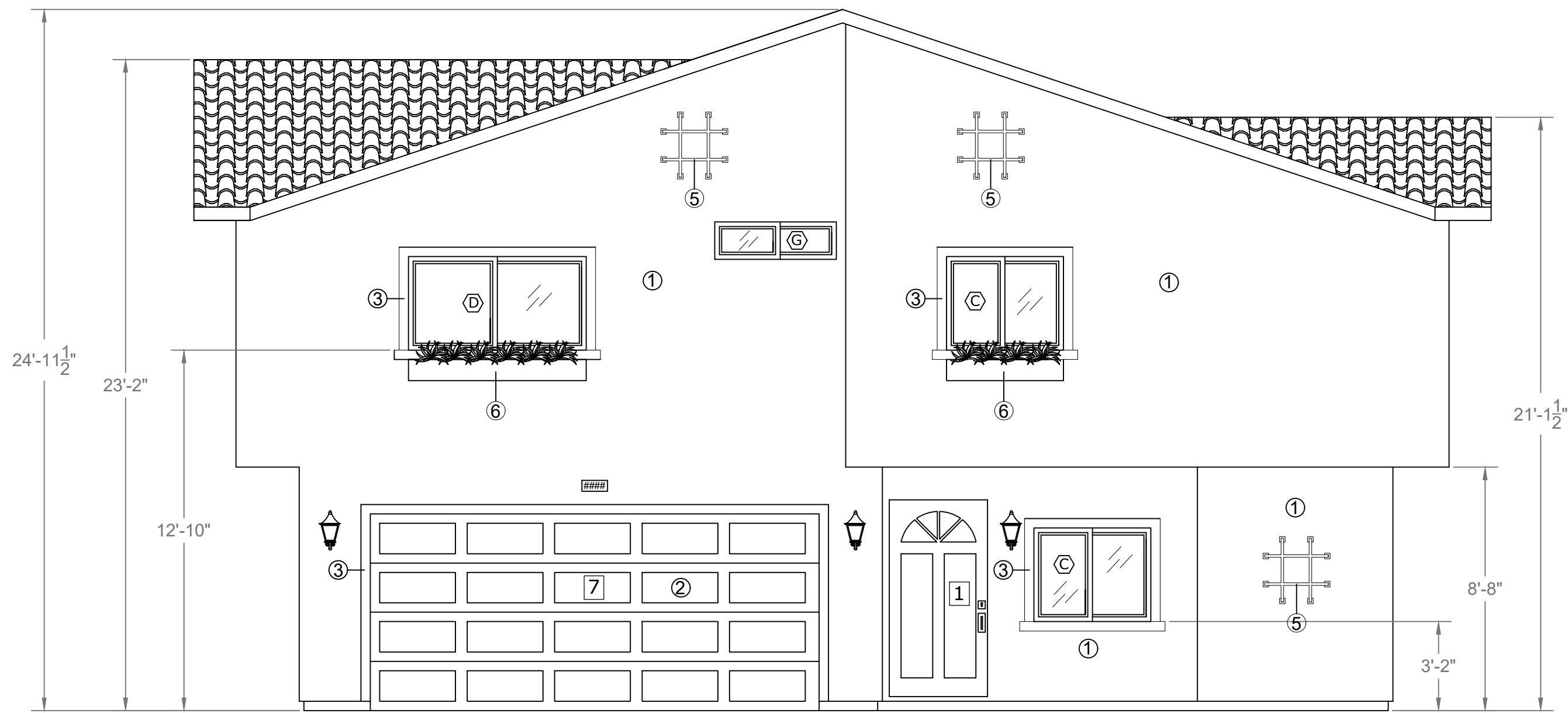
SHEET:
FLOORPLAN -
SUITE 9&10

SCALE:

1/4"=1'

SHEET #:

A-400



- MATERIAL LIST:**
- ① Stucco
 - ② Wood Garage Door
 - ③ Architectural Foam Trim (Around Windows)
 - ④ Spanish Style Roofing Tile
 - ⑤ Decorative Iron

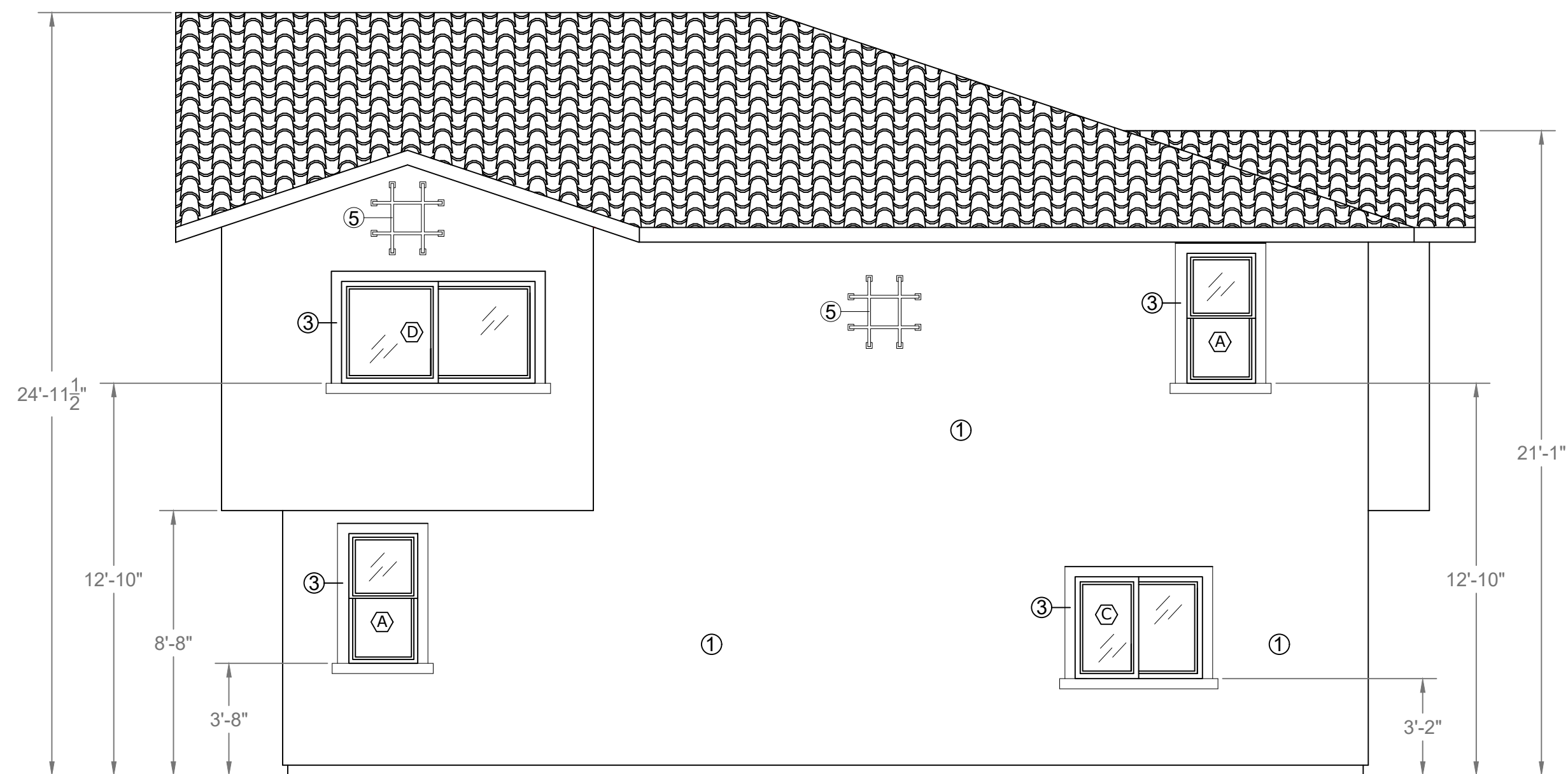
* EGRESS WINDOW

SCHEDULE FOR RETROFIT WINDOWS			
SYM	WINDOW TYPE	SIZE	OPENABLE AREA
Ⓐ	Single Hung	36 x 48	4.3 sq ft
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Ⓔ	Single Hung	36 x 48	4.3 sq ft
Ⓕ*	Casement	36 x 48	7.0 sq ft
Ⓖ	Slider	48 x 12	2.1 sq ft

DOOR LEGEND		
1	Entry Swing Door	36 x 84
2	Interior Swing Door	32 x 84
3	Sliding Closet Door	72 x 84
4	Glass Shower Door	30 x 72
5	Bi-Fold Laundry Door	72 x 84
6	Exterior Sliding Door	72 x 84
7	Garage Door	180 x 84

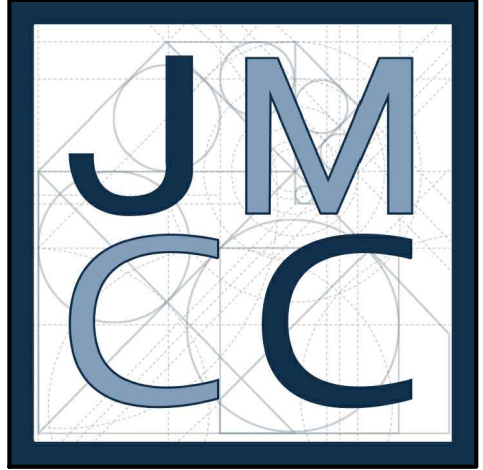
UNITS 9 & 10 - NORTH ELEVATION

* Front (North) Elevation for Units 9 to have partial stone exterior



- MATERIAL LIST:**
- ① Stucco
 - ③ Architectural Foam Trim (Around Windows)
 - ④ Spanish Style Roofing Tile
 - ⑤ Decorative Iron

UNITS 9 & 10 - WEST ELEVATION



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT:

TENTATIVE TRACT MAP

CLIENT:

WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

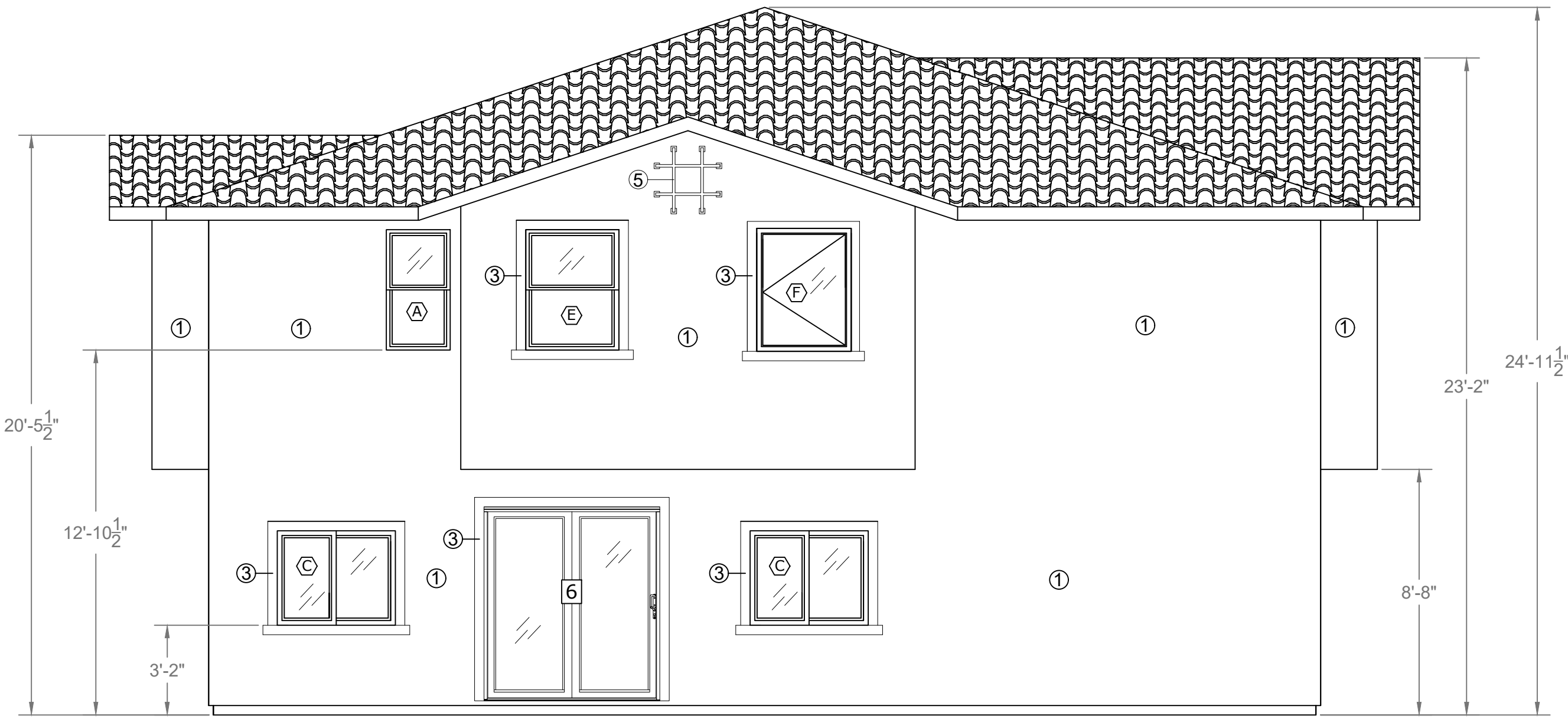
SHEET:
ELEVATION -
UNITS 9 & 10

SCALE:

1/4"=1'

SHEET #:

A-401



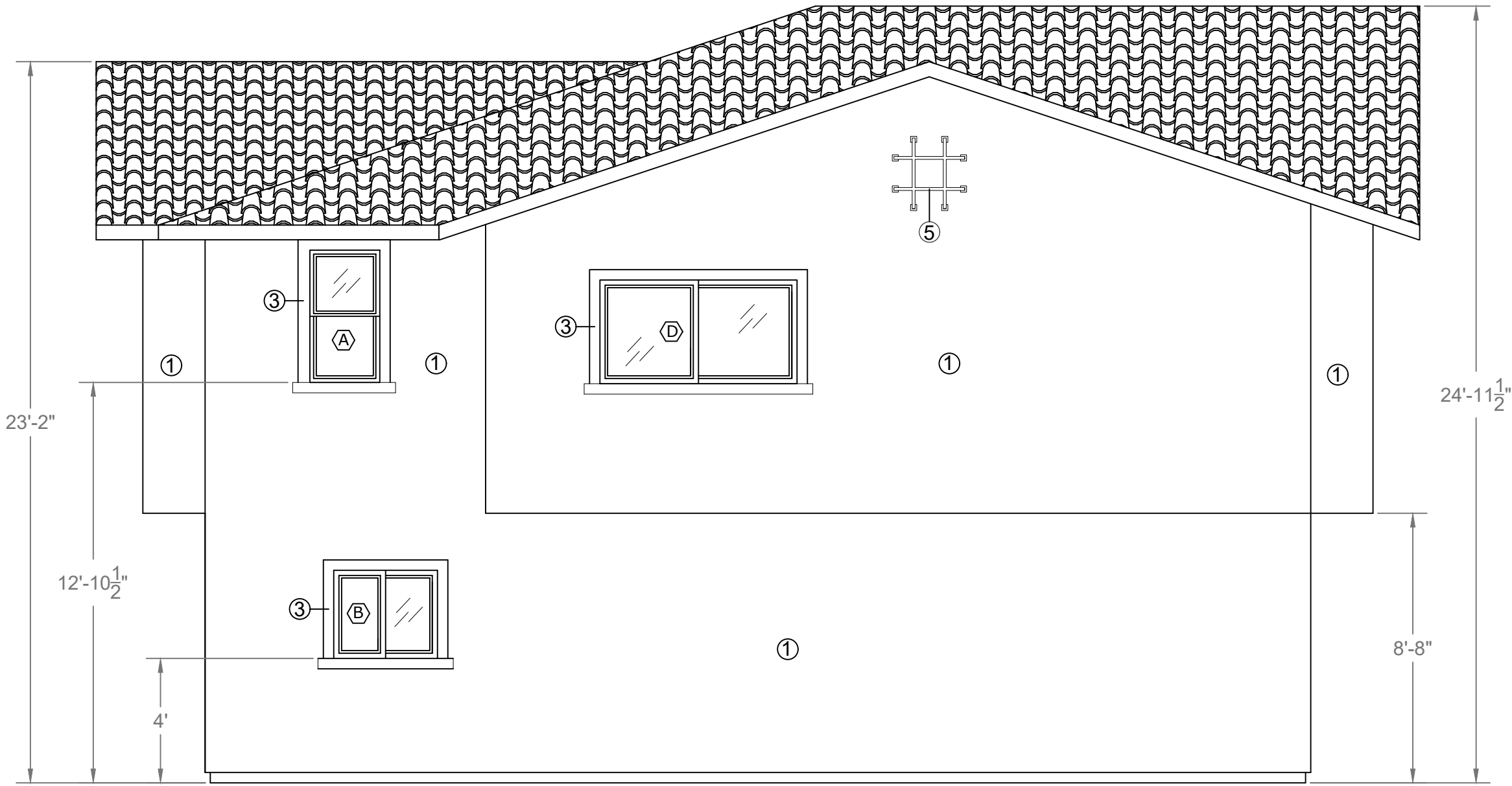
UNITS 9 & 10 - SOUTH ELEVATION

- MATERIAL LIST:**
- ① Stucco
 - ③ Architectural Foam Trim (Around Windows)
 - ④ Spanish Style Roofing Tile
 - ⑤ Decorative Iron

* EGRESS WINDOW

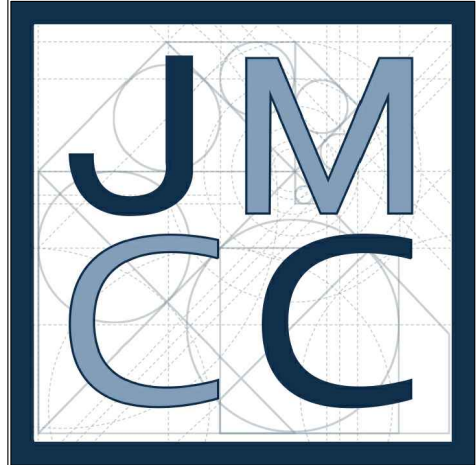
SCHEDULE FOR RETROFIT WINDOWS			
SYM	WINDOW TYPE	SIZE	OPENABLE AREA
Ⓐ	Single Hung	36 x 48	4.3 sq ft
Ⓑ	Slider	36 x 30	2.6 sq ft
Ⓒ	Slider	48 x 36	4.6 sq ft
Ⓓ*	Slider	72 x 36	7.3 sq ft
Ⓔ	Single Hung	36 x 48	4.3 sq ft
Ⓕ*	Casement	36 x 48	7.0 sq ft
Ⓖ	Slider	48 x 12	2.1 sq ft

DOOR LEGEND		
1	Entry Swing Door	36 x 84
2	Interior Swing Door	32 x 84
3	Sliding Closet Door	72 x 84
4	Glass Shower Door	30 x 72
5	Bi-Fold Laundry Door	72 x 84
6	Exterior Sliding Door	72 x 84
7	Garage Door	180 x 84



UNITS 9 & 10 - EAST ELEVATION

- MATERIAL LIST:**
- ① Stucco
 - ③ Architectural Foam Trim (Around Windows)
 - ④ Spanish Style Roofing Tile
 - ⑤ Decorative Iron



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS: 302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT: TENTATIVE TRACT MAP

CLIENT: WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

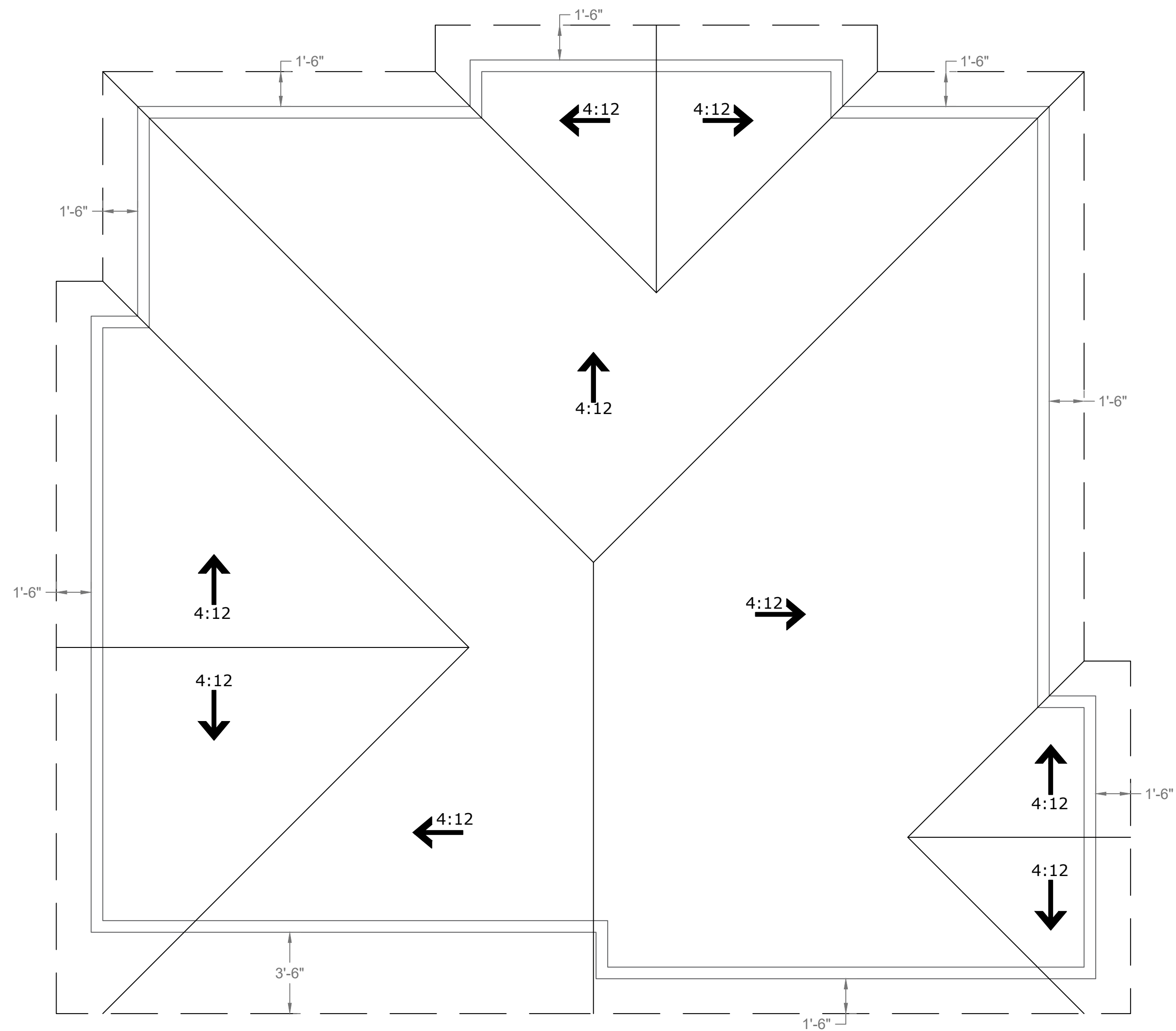
DRAWN BY: ANTHONY SANCHEZ

DATE: 11.22.23

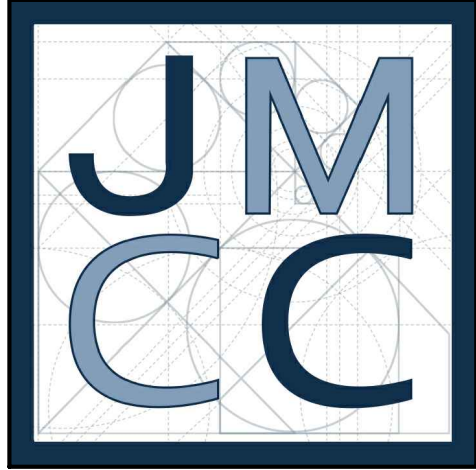
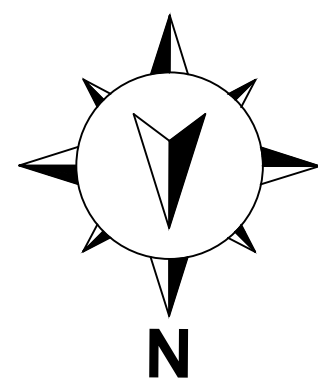
SHEET: ELEVATION - UNITS 9 & 10

SCALE: 1/4"=1'

SHEET #: A-402



ROOF PLAN - UNITS 9 & 10
SCALE: 1/4" = 1'



PROJECT:
JOHN MARK CONSTRUCTION CO.

CLIENT:
**WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI**

REVISION DATE:

DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

SHEET:
ROOF PLAN -
SUITE 9&10

SCALE:
1/4"=1'

SHEET #:
A-403

PROJECT ADDRESS:
**302 JACMAR DR
MONTEBELLO, CA 90640**

PROJECT:
TENTATIVE TRACT MAP

CLIENT:
**WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI**

REVISION DATE:

DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

SHEET:
ROOF PLAN -
SUITE 9&10

SCALE:
1/4"=1'

SHEET #:
A-403

PROJECT ADDRESS:
**302 JACMAR DR
MONTEBELLO, CA 90640**

REVISION DATE:

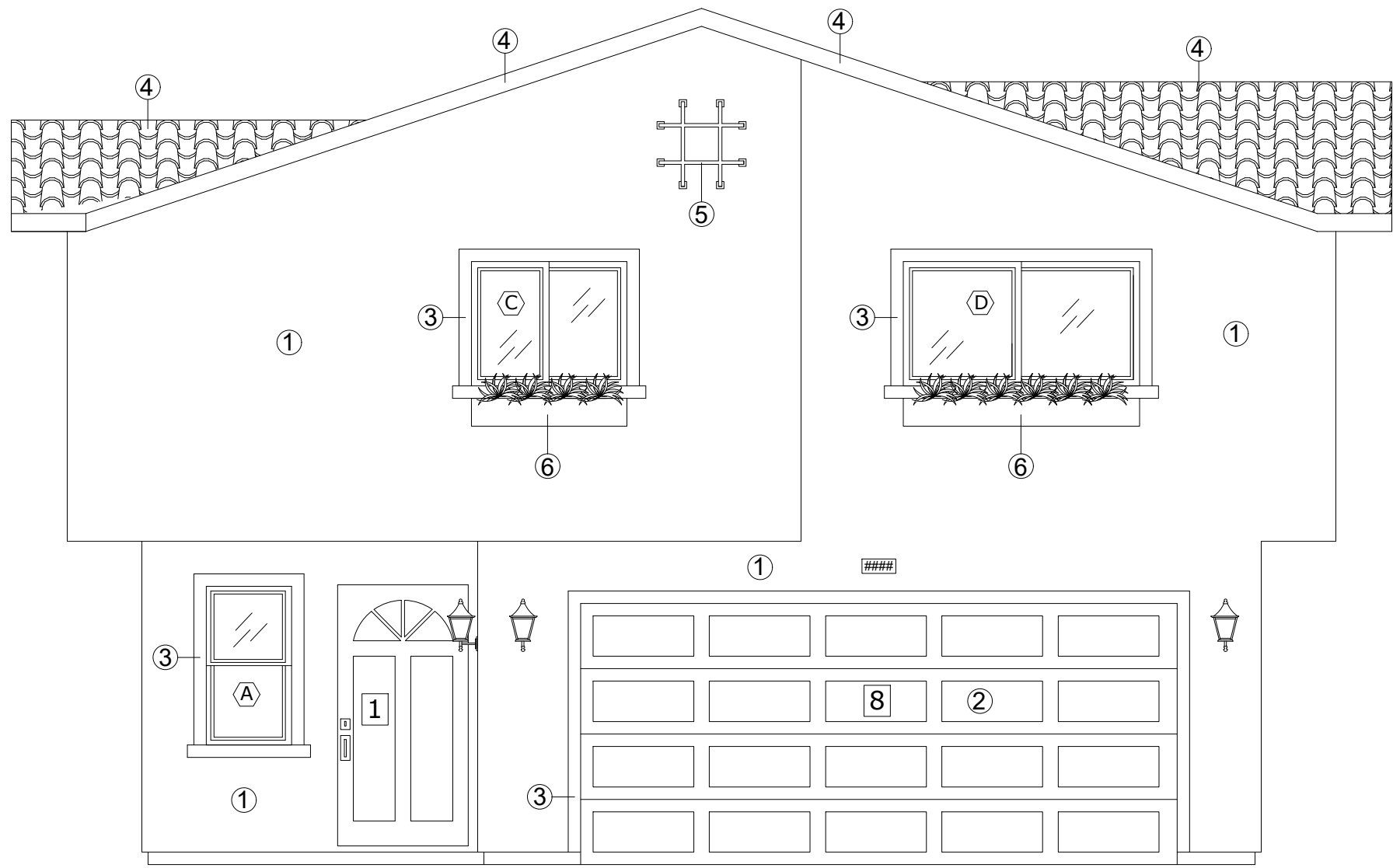
DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

SHEET:
ROOF PLAN -
SUITE 9&10

SCALE:
1/4"=1'

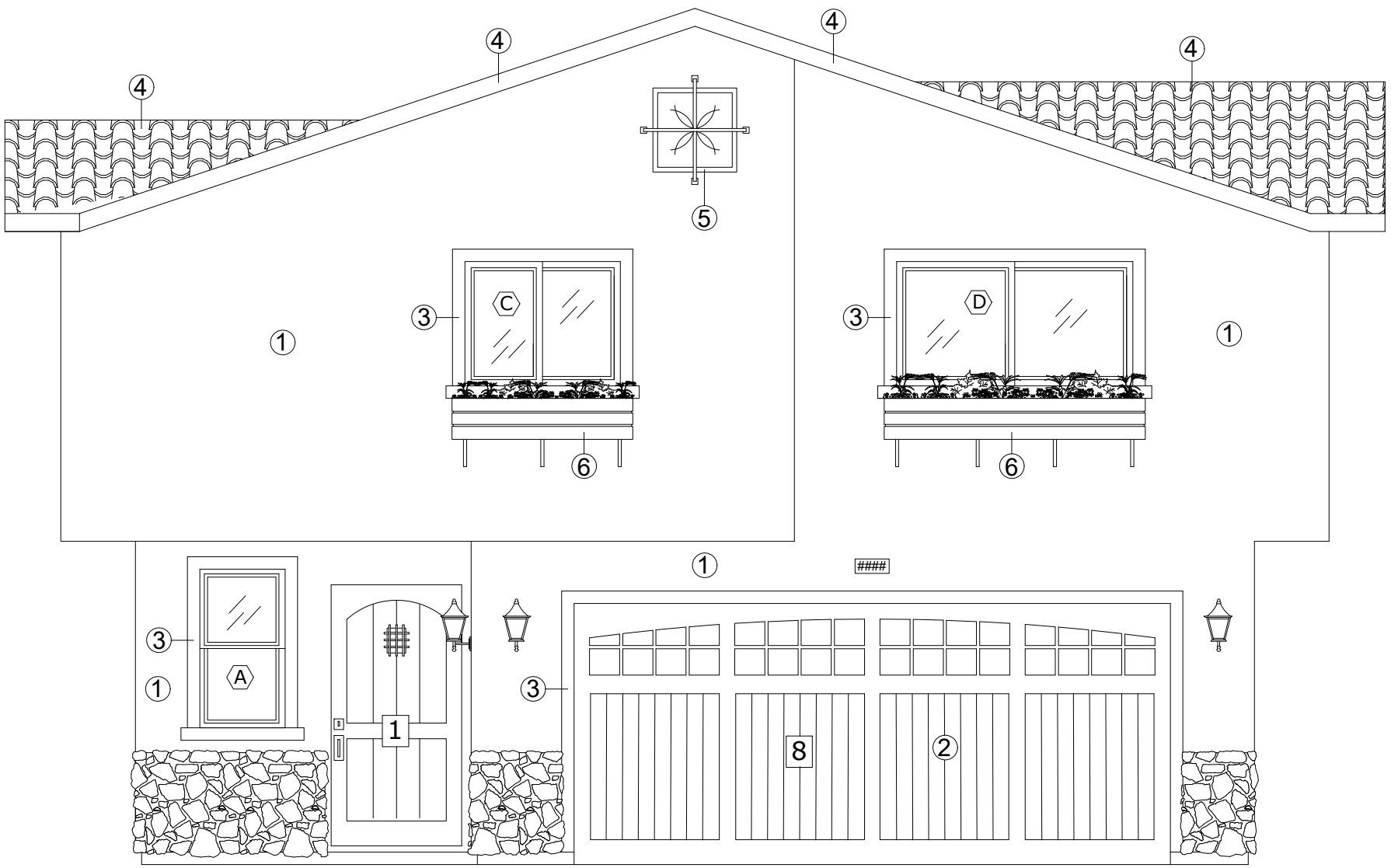
SHEET #:
A-403



OPTION #1

MATERIAL LIST:

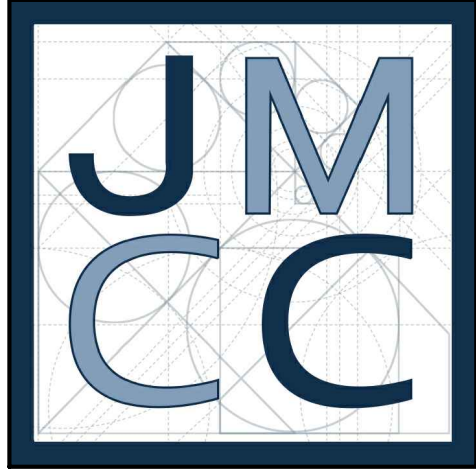
- ① Stucco
- ② Wood Garage Door
- ③ Architectural Foam Trim (Around Windows)
- ④ Spanish Style Roofing Tile
- ⑤ Decorative Iron
- ⑥ Planter Box



OPTION #2

MATERIAL LIST:

- ① Stucco
- ② Wood Garage Door
- ③ Exterior Wood Trim
- ④ Spanish Style Roofing Tile
- ⑤ Decorative Iron
- ⑥ Planter Box



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT:
TENTATIVE TRACT MAP

CLIENT:
WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

SHEET:
TYP FRONT ELEVATION
OPTIONS

SCALE:
1/4"=1'

SHEET #:
A-500

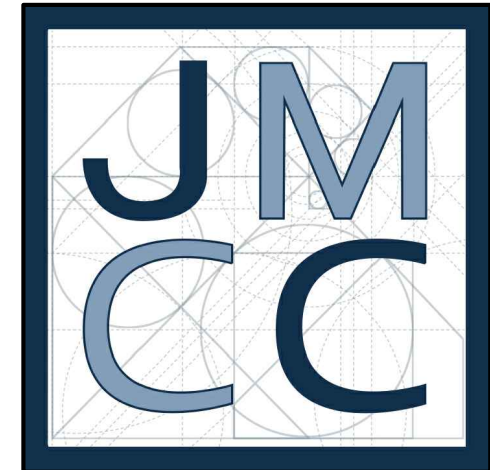


* Unit represented in rendering is Unit 3



* Unit represented in rendering is Unit 4

RENDERINGS



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT:
TENTATIVE TRACT MAP

CLIENT:
WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

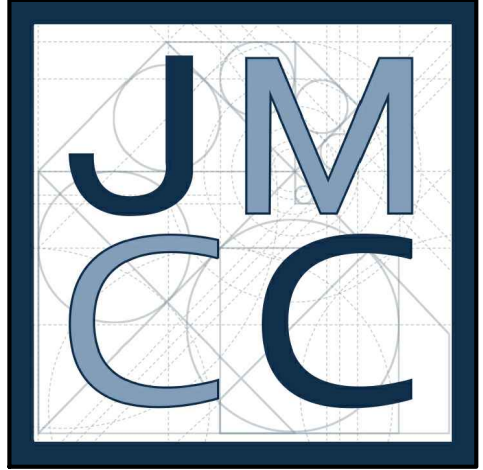
DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

SHEET:
RENDERINGS

SCALE:
N/A

SHEET #:
A-600



ESS: 302 JACMAR DR
MONTEBELLO, CA 90640

CLIENT: WILLIAM M. MOLINARI AND M. ANTONIETA MOLINARI

F-100

SHEET 1 OF 2

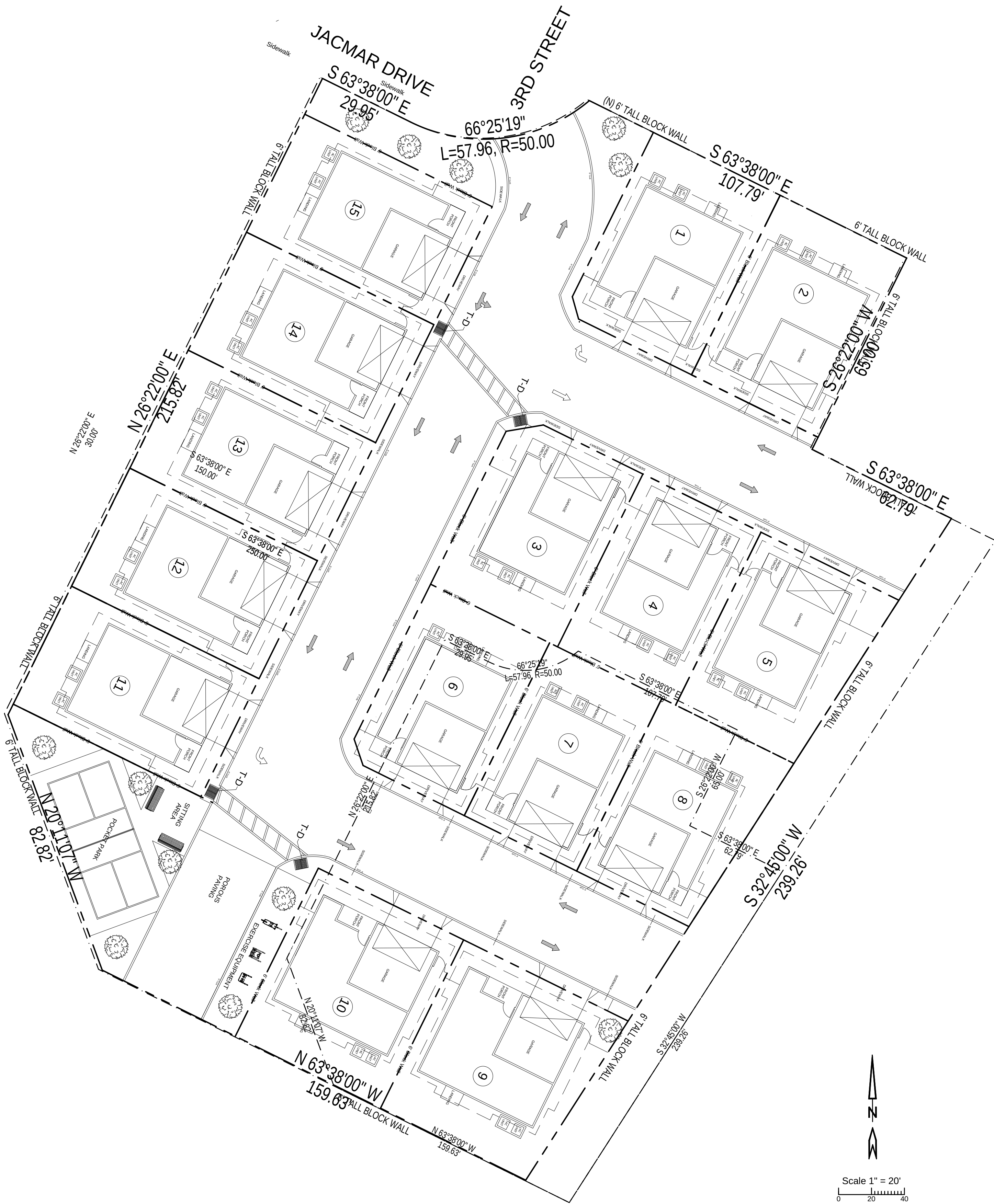
SCALE:

TENTATIVE TRACT MAP NO. 084478

SHEET 2 OF 2

IN THE CITY OF MONTEBELLO COUNTY OF LOS ANGELES STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOT 103 OF EL CARMEL TRACT, IN THE CITY OF MONTEBELLO,
COUNTY OF LOS ANGELES, AS RECORDED IN BOOK 7 PAGES 134 AND 135 OF MAPS
IN THE OFFICE OF THE COUNTY RECORDER OF COUNTY OF LOS ANGELES.



APN: APN: 6352-026-029

EXHIBIT C

CITY OF MONTEBELLO PLANNING COMMISSION

RESOLUTION NO. 07-24

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO APPROVING SITE PLAN REVIEW, THREE (3) ZONE VARIANCES AND A RECOMMENDATION TO CITY COUNCIL FOR APPROVAL OF A TENTATIVE TRACT MAP (TTM NO. 084478) (PC-2024-0002-SPR/ZV/TTM) WITH CONDITIONS TO PERMIT THE CONSTRUCTION OF 15 SINGLE-FAMILY HOMES ON 16 DIFFERENT PARCELS AT 301 JACMAR DRIVE AND ADOPTING A NOTICE OF EXEMPTION UNDER CEQA 15332- CLASS 32 (IN-FILL DEVELOPMENT)

WHEREAS, a Site Plan Review (SPR) Zone Variance (ZV) and Tentative Tract Map (TTM) application has been received and accepted; and

WHEREAS, the Site Plan Review would allow the addition of 15 single family units on 16 units ("Project") for John Mark Kozakar ("Applicant") on behalf of William M. Molinari and Antonieta Molinari ("Property Owner") at the property located at 301 Jacmar Drive ("Project Site") pursuant to Montebello Municipal Code (MMC) Chapter 17.74- Site Plan Review, Chapter 17.72- Variances and Chapter 16.12 Tentative Maps; and

WHEREAS, pursuant to section 21067 of the Public Resources Code, and section 15367 of the California Environmental Quality Act (CEQA) Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City of Montebello ("City") is the lead agency for the proposed Project; and

WHEREAS, the Site Plan Review, Zone Variances and Tentative Tract Map for Case No. PC-2024-0002-SPR/ZV/TTM / ENV No. 02-24-CE is considered a "project", as per CEQA's definition of a "project"; and

WHEREAS, the Project is Categorically Exempt per CEQA §15332, Class 32 (In Fill Development) and meets the conditions set forth under Class 32 (In Fill Development Projects); and

WHEREAS, a duly noticed public hearing has been held, at which the Planning Commission received and considered staff presentations, recommendations, public testimony, and all other matters presented at the public hearing and included in the record for this matter, and all other legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the Planning Commission of the City of Montebello hereby resolves that:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are hereby incorporated as substantive findings in this Resolution.

SECTION 2. FINDINGS

A. GENERAL PLAN. The Planning Commission of the City of Montebello finds that the proposed Project is consistent with the General Plan.

Per the Montebello General Plan, the Project conforms to:

1. **General Plan Goal to Encourage urban infill and compact development A2.7a** states a goal “Promote infill development on vacant and underutilized sites....”
2. **General Plan Goal for development that will create diverse and walkable neighborhoods A3.4b** states a goal “Encourage a block and street layout that promotes walkable and bicycle friendly road designs with slow vehicular design speeds.”
3. **General Plan Goal to retrofit suburban development P3.6** states the goal to “Integrate more housing choices in existing subdivisions”.

The proposed project conforms to the City of Montebello General Plan Land Use Element as the proposed use will allow the Montebello community to benefit from the addition of the 15 new Single-Family residential homes, providing future Montebello residents with more housing choices in existing residential neighborhoods. The current project site has one home on the lot and the lot size can be utilized for more homes, growing the community. With this increase in housing, it is supporting the General Plan goals by responding to the needs of the community and by reflecting the density standards that are outlined in the housing element of the General Plan.

B. SITE PLAN REVIEW. Pursuant to Section 17.74.070 of the MMC, before any site plan review shall be granted, all of the following findings must be made:

1. That the proposed design for improvement complies with all requirements of the Montebello Municipal Code;

The 15 proposed units will all have a two-car garage, and heights will not exceed 25 feet, access to all units be via a driveway, the units will

have open space and the setbacks will be landscaped. The applicant is requesting a zone variance from the R-1 standards regarding the minimum required setbacks, lot sizes and the lot coverage percentage per unit. A Site Plan is required due to the project resulting in three or more units according to Section 17.74.030.

2. That the proposed design for improvement is consistent with the general plan; and

The proposed project site is consistent with the general plan and reflects the goals that were set in place when designating certain zoning areas with different housing types. The project site has the capacity for more development and the density is appropriate to the neighborhood and surrounding uses. Similar projects have also been approved in the close vicinity. The current plans are for 15 units with full roads, fire department turn around, and a small park for the residents to enjoy. The zone variance will not cause substantial environmental damage or injure fish or wildlife or their habitat.

3. That the proposed design for improvement will not have any significant adverse impact on the surrounding properties or on the general public welfare.

The proposed addition will not have any significant adverse impact on the surrounding properties as the surrounding area is currently developed with an existing single-family unit. The zone variances and subsequent development would not be harmful to the general welfare of the neighborhood, city or create problems for the public health or safety. It would increase the welfare by first supporting investments, bringing in construction and related jobs, and providing housing to the community. The current use is R-1 single family residential, and the proposed residential zoning will not change. All the immediate surrounding land uses are consistent with residential housing. The addition of this project will be consistent with the surrounding land uses and will not have an adverse impact on surrounding properties.

- C. ZONE VARIANCE. Pursuant to Section 17.72 of the MMC before any zone variance review shall be granted, all of the following findings must be made:

1. Describe the special major unusual circumstance applicable to the subject property, which do not generally apply to other properties in the vicinity and with the same zoning designation.

Unlike other properties in the surrounding neighborhood, the subject site is very large for a single-family home. It is a unique 1.38-acre lot. There is not another house like it in the neighborhood. Currently, the unit is providing very little benefit to the neighborhood with so much land being underutilized. Without the zone variance request in this application, the applicant believes they would be deprived of maximizing the market value of their property. The increased property values of this new residential development would increase property tax revenues for the City. Further rejection of the zone variance requests would deprive the applicant of privileges enjoyed by other properties in the vicinity under identical zoning classifications by not being able to fully utilize the project site.

- i. The lot sizes: This single-family residential lot is special to the neighborhood as there is no other lot in the surrounding area that is the same size, making it difficult to design the homes on such a unique sized lot to optimize the area for each unit, resulting in reduced lot sizes.*
- ii. Lot coverage: As a result of the lot sizes being smaller than usual, which is not typical, the applicant requests to use as much space as possible causing the lot coverage to be more than usual.*
- iii. Front setbacks: With the reduced sizes and the lot coverage being above than typically allowed, this unusual case has put the applicant in the position to design the houses in a way that would best benefit the future homeowner. Although the design of the house can allow the applicant to have a larger front yard, the applicant has decided to use the space to allow for a larger private backyard for each of the residents and apply for the zone variance.*

2. Detail how due to the special or unusual circumstance a described above, strict application of the Zoning Code would result in practical difficulties or unnecessary hardships, or would deprive the property privileges enjoyed by other properties in the vicinity and with the same zoning designation.

The existing property is in some disrepair, and it is the goal of the applicant to revitalize the lot which would result in the demolition of the

existing house and replacing it with modern housing. The house is currently 85 years old and no longer the best use for a lot that size for the city for housing density. The zoning code does not allow the applicant to best utilize the lot with its unique size the applicant is requesting to optimize their lot, allowing the future homeowners to use as much of their lot as possible.

- i. The lot sizes: If the lot sizes were up to standard, there essentially would not be enough room on the lot to accommodate as many homes as the applicant is requesting. The applicant is trying to utilize the lot and has retained inspiration from surrounding developments that have similar lot sizes. Without the minimized lot sizes, the project would not be possible.*
 - ii. Lot coverage: If the applicant would design the houses using the Montebello Municipal code requirements, the houses would be extremely small and not suitable for a growing family, which the applicant hopes to house.*
 - iii. Front Setbacks: If the applicant were to abide by the front yard setbacks, the future homeowners would have a large front yard and an extremely small backyard. The applicant decided to utilize the space and provide a larger backyard to optimize the space in the best way.*
3. Explain how the Zoning Variance is necessary for the preservation of the substantial property right to allow a reasonable use of the subject property, which is possessed by other properties in the vicinity and with the same zoning designation.

To properly utilize the future lots the applicant is requesting to apply these zone variances to properly utilize the area on the lot and to design each lot to properly maintain the most use out of the project site that is being redeveloped.

- i. Lot sizes: The lot sizes being smaller than required allows for more units which gives the applicant a mechanism to provide more housing options to Montebello residents.*
- ii. Lot Coverage: Being able to build more on each lot provides the units with a bigger house for bigger rooms, kitchen and bathroom areas providing a more comfortable to provide a more attractive home to any future residents.*

iii. *Front setback: Having a smaller front setback allows the residents to enjoy more space in the backyard of the units which is necessary with many of the new housing developments having such a small backyard. Although the applicant will take away from the front setback, every unit will also have an attached garage for two cars.*

4. Describe how the proposed Zone Variance will not cause an adverse effect on the public welfare or surrounding properties.

The site for the proposed use would not adversely affect the general welfare of the surrounding property owners because the size of the house and the two-story construction is consistent with the majority of the houses in the neighborhood. The property immediately south of the residence, although zoned R-1 single family residential does have three story town homes. There are many other properties in the immediate surroundings with greater densities, assuring this addition will not have any effects on the neighbors or the surrounding area.

- i. *Lot sizes: The variance of lot sizes will not affect the surrounding users as there currently are units in the surrounding area that are similar sizes and have no effect on the surrounding properties.*
- ii. *Lot coverage: Although the lots will be above the allowed lot coverage, and the lots will be fully built out, every unit will be of a similar design, the consistency will ensure no unit will stand out from the others.*
- iii. *Front setback: Although the lots will have a very small front yard, the units will still each have a two-car garage for the residents. This will help with any concerns regarding the limited driveway that will result from the front setback variance.*

5. Describe how the granting of the Zone variance will be consistent with the general plan and intent of the Zoning Code and will not adversely affect the General Plan.

The proposed project provides single family homes in a neighborhood that also has single family units keeping the use consistent with the current zoning and type of development with similar square footage. The proposed project has been properly notified and will be consistent with the general plan as the project site is has been designated for residential units.

D. TENTATIVE TRACT MAP. Pursuant to Section 16.12 of the MMC before a tentative tract map shall be granted, all of the following findings must be made:

A. Describe how the proposed map is consistent with the General Plan and Specific plans as described in California Government Code Section 65451.

The proposed project that would be allowed through this subdivision would result in over 23,000 square feet of open space and medium cost for 15 families. The zone is consistent with the general plan and provides additional housing in the R1-Zone that is designated for single family housing developments making the project consistent with the general plan.

B. Describe how the design or improvements of the proposed subdivision are consistent with the applicable general and specific plans;

The general plan seeks to balance open space with developed space, and to group uses in neighborhoods for mutual enjoyment of the occupants and the residents. The project provides open space and a private park as well as houses for sale. The development will allow the future resident to enjoy quality housing in a safe and secure environment. The development will also allow for modest growth in the city that will benefit business and the school system.

C. Describe how the site is physically suitable for the type of development.

The existing property has been developed as a single-family home since 1938. The house is aging and is in disrepair. Since its original construction, the community has grown around the house, and many of the developments around it have now have much greater density. The combination of the property's size as well as the denser development around it makes it suitable for this type of housing. The project will have 16 parcels, with 15 single family homes on each separate parcels with a parcel for streets, utilities and a private park which will be owned by all of the homes and managed by a home owners association that will be set upon completion of construction.

D. Describe how the site is physically suitable for the proposed density of the development;

The site is suitable for the proposed density as many of the developments in the surrounding neighborhood also have similar densities and the square footage of the lot can be designed to provide 15 homes. The now underutilized lot will provide housing to Montebello residents.

E. Describe how the design of the subdivision or proposed improvements is not likely to cause substantial environmental damage or substantially and avoidable injure fish or wildlife and their habitat;

The existing house has been built since 1938 as a single-family home, there is no wildlife on the property that can be impacted.

F. Describe how the design of the subdivision or the proposed improvement is not likely to cause serious public health problems;

According to a study conducted by the applicant, the project is estimated to produce less than 113 trips per day including 7 trips during the AM peak hour and 8 during the PM peak hours. The modern construction techniques will be employed for the project with lessen the likelihood of termites and other insects that have the potential of appearing because of the project.

G. Describe how the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; and

The height of the project will not exceed 25 feet in elevation; thus, it will not conflict with any neighbor's rights with respect to blocking views. The utility easement on the west side of the property for electrical and communication cabling will be maintained. The utility engineering for the project will likely create or renew utility access for the project location itself as well as for the neighborhood.

H. Describe how the discharge of waste from the proposed subdivision into the existing sewer system would not add to or result in violation of existing water quality control standards.

The Los Angeles County Sanitation District will ensure that the construction of these units will not be of great impact to the sewer systems.

SECTION 3. CEQA. The Planning Commission approves and adopts the CEQA Categorical Exemption § 15332 (In Fill Development) Class 32 exemption. A Class 32 exemption under CEQA § 15332 (In-Fill Development Projects), and none of the limitations set forth in CEQA Guidelines 15300.2 apply.

In order to qualify under an exemption pursuant to Class 32 of CEQA Guidelines Section 15332 (In Fill Development Projects), the following environmental findings must also be made:

- a. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.*

The proposed project conforms to the Montebello General Plan, Land Use Element in that the General Plan Land Use designation for the site for the R-1 (Single - Family Residential) zoning designation.

- b. The proposed development occurs within the city limits on a project site of no more than five (5) acres substantially surrounded by urban uses.*

The proposed development shall occur on a 60,101 square-foot (1.38 acres) lot located on Jacmar Drive within city limits and thus, is less than the maximum five acres specified in Section 15332(b) for this exemption. The site is surrounded by existing developed industrial properties.

- c. The project has no value as habitat for endangered, rare or threatened species.*

The proposed project is currently developed with an existing single family home. The subject property is surrounded by additional housing developments and is consistent with the land use designation.

- d. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.*

The proposed project shall not have any significant effects relating to traffic, noise, air quality, or water quality as the site is currently developed with an existing residential unit.

- e. The site can be adequately served by all required utilities and public services.*

The project has been reviewed by City staff and it has been determined that it can be adequately served by all required utilities and public services.

SECTION 4. APPROVALS. The Planning Commission hereby approves Site Plan Review (“SPR”) Case No. PC-2024-0002-SPR/ZV?TTM with conditions to permit the addition of a 20,000 square foot warehouse to an existing warehouse. (“Project”) for John Mark Kozakar (“Applicant”) on behalf of William M. Molinari (“Property Owner”) at the property located at 301 Jacmar Drive (“Project Site”) pursuant to MMC Chapter 17.74 – Site Plan Review, Chapter 17.72- Variances and, Chapter 16.12- Tentative Maps.

SECTION 5. CONDITIONS. The Planning Commission finds that the foregoing conditions of approval are necessary and appropriate:

A. Planning Division Conditions

1. The Applicant shall defend, indemnify, and hold harmless the city, its elected and appointed officials, agents, officers, and employees from any claim, action, or proceeding brought against the city, its elected and appointed officials, agents, officers, or employees arising out of, or which are related to the Applicant's project or application (collectively referred to as "proceedings"). The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities, and expenses incurred or awarded in connection with the proceedings whether incurred by the Applicant, the city and/or the parties initiating or bringing such proceedings. This indemnity provision shall include the Applicant's obligation to indemnify the city for all the city's costs, fees, and damages that the city incurs in enforcing the indemnification provisions set forth herein. The City shall have the right to choose its own legal counsel to represent the City's interest in the proceedings.
2. The development and utilization of the subject site shall conform to the allowed use, except as provided for herein and by subsequent revisions found by the Director of Planning and Community Development ("Director") to be in substantial compliance with these provisions.
3. The development and utilization of the subject site shall be consistent with all of the provisions of the MMC, SPR, ZV and TTM (Case No. PC-2024-0002-SPR/ZV/TTM) and the specifications of the Planning Division.
4. Within thirty (30) days of the City Planning Division transmittal of the Acceptance Form, the Applicant shall sign and return a copy of the Acceptance Form, agreeing to the conditions of approval and acknowledging that failure to comply with such conditions shall constitute grounds for potential revocation of the permit approval. Failure to return the Acceptance Form within thirty (30) days shall constitute grounds for terminating the permit.
5. In the event the Applicant violates or fails to comply with any conditions of approval of this permit, no further permits, licenses, approvals, or certificate of occupancy shall be issued until such violation(s) have been fully remedied.
6. No signs shall be installed on the site until a sign permit has been approved by the Planning Department and Building & Safety Division in conformance with the provisions set forth in [Chapter 17.62.080](#) ("Signs- Residential Zones") of the MMC and the provisions set forth in the SPR.

7. The approval of the entitlement shall expire if the rights granted are not exercised within one (1) year from the SPR's effective date. Exercise of right shall mean issuance of a building permit to commence construction or similar activities demonstrating the intent to proceed with the project, as determined by _____ the _____ director.
8. The Director, at any time, can call for a review of the approved conditions of approval at a duly noticed public hearing before the Planning Commission. These condition(s) may be modified, or new condition(s) added to reduce any impacts of the use.(Case No. PC-2024-0002-SPR/ZV/TTM)
9. The Applicant or successor in interest shall meet the applicable code requirements and all other City Department regulations.
10. All applicable conditions of approval from previous entitlements on the property shall remain in full force and effect, unless otherwise specifically noted in this Resolution.
11. The property owner will bear the full costs of all monitoring and inspection activities to be conducted by City staff, or its designated representative(s), as necessary to ensure compliance with the conditions of this Resolution.
12. Any change, expansion, intensification and/or modification to the proposed plans use, or mode of operations shall be subject to the review and approval by the Director who may take action or call for review by the Planning Commission at a noticed public hearing.
13. This approval shall not supersede the approval of any other responsible agencies. The Applicant shall comply with all Federal, State and local laws.
14. The approval of this SPR (Case No. PC-2024-0002-SPR/ZV/TTM) can be extended up to and not to exceed an additional two (2) years with a written request by the property owner thirty (30) days prior to the expiration date stating the reason and need for an extension and upon review and approval by the Director.
15. In the event of a violation of the conditions of approval, no further permits, licenses, approvals or certificates of occupancy shall be issued until such violation has been fully remedied.
16. The development and utilization of the site shall comply with all the provisions of all of the current Building, Plumbing, Mechanical, Electrical Codes, and City Ordinances, as well as additional requirements from the Montebello Building and Safety Division.

17. The development and utilization of the site shall be subject to the review and approval of the Building Department. Additional Montebello Public Works Department requirements may be required prior to issuing building permits.
18. The development and utilization of the site shall comply with all the provisions of all of the California Fire Code, International Fire Code, and National Fire Protection Association standards as well as additional requirements from the Montebello Fire Department.
19. **Modification to Plans.** Subsequent modification to this approval, which do not intensify the use, including but not limited to reorientation of structures, alteration of parking and circulation design, minor changes to the Conditions of Approval, interpretations of the Conditions of Approval relative to intent, necessity of, and timing, may be approved by the Director within a 25% deviation, unless the Director requires a Substantial Conformance or revised Permit application in accordance with the City Development Code.
20. The Applicant shall contact the Planning Division to arrange a Planning Inspection of the site prior to the release of occupancy/utilities. This inspection is to confirm that the conditions of approval and code requirements have been satisfied.
21. The applicant shall submit detailed landscape and irrigation plans prepared by a licensed Landscape Architect, which meet the requirements set forth in MMC shall be required as a part of the project Plan Check review and approval process. Plans shall be forwarded to the Planning Division for final approval prior to issuance of building permits.
22. A copy of the approved Resolution shall be attached to the construction plans for any site improvement at the submittal of plans for plan check.
23. It is the responsibility of the property owner to have all graffiti on the site removed within twenty-four (24) hours of its appearance, or be subject to citation from the City Code Enforcement Division.
24. All improvements to the subject property shall be in compliance with all City Ordinances.
25. The hours of construction shall be 7:00 a.m. to 8:00 p.m., Monday through Friday, and weekends and holidays 9:00 a.m. to 6:00 p.m. as restricted by the MMC Section 9.08.050.
26. The street shall be swept at the end of the day if visible soil material is carried onto adjacent public paved roads.

27. Any parking space that fronts a building wall or fence with no separation between the front end of the parking space and the wall or fence, shall be provided with a concrete wheel stop or curb barrier not less than two (2) feet from such wall or fence property line. Such wheel stop or curb barrier shall be securely installed and maintained.
28. An application for a Tentative Tract Map to subdivide the lots into 16 separate units, and a final map shall be approved prior to the issuance of building permits.
29. The specifications of the Montebello Public Works Department and the Building Division shall be complied with:

The Applicant will continue to work with the Building Department to finalize the certification of the Tract Map and will, upon request, provide the Building Department with any additional information or documentation required.

30. The landscape plan shall conform to the MMC requirements. Shrubs shall not be less than three (3) feet in height when planted and cover not less than thirty (30) percent of the landscaped area. All landscaping shall cover the designated planting areas from the outset.
31. All trees shall be at least twenty-four inch (24") box or equivalent.
32. All landscape planters shall be surrounded by a six (6) inch concrete curb.
33. All existing and proposed utilities (Gas, Electricity, Communications, etc.) shall be placed underground. The applicant shall reflect this requirement on plans submitted for "Plan Check".
34. All outdoor utilities or machinery located outside the exterior walls, including roof-mounted equipment, shall be completely screened from view from any public right-of-way or adjacent residential use by either view obscuring landscaping or architectural features of the main building (i.e. parapet walls, façade extension, etc.), subject to the final review and approval of the Planning Department.
35. Any inevitable exposed wires shall be neatly bolted and painted to match the building color.
36. The exterior of all structures and walls shall be a neutral color scheme and shall be consistent with the provisions of the Color Ordinance of the City of Montebello, subject to the review and approval of the Planning Department.
37. Any substantial change or modification to the proposed site plan shall be

subject to review and approval by the Planning Commission.

Building Division Conditions

1. The second sheet of building plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
2. Plans prepared in compliance with the current Building Code shall be submitted to Building Division for review prior permit issuance.
3. School Developmental Fees shall be paid to School District prior to the issuance of the building permit.
4. Fees shall be paid to the County of Los Angeles Sanitation District prior to issuance of the building permit.
5. Applicant shall submit a site plan with proposed addressing and file an address assignment application with the City.
6. In accordance with paragraph 5538(b) of the California Business and Professions Code, plans are to be prepared and stamped by a licensed architect.
7. Structural calculations prepared under the direction of an architect, civil engineer or structural engineer shall be provided.
8. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
 9. a) Observation of cleared areas and benches prepared to receive fill;
 10. b) Observation of the removal of all unsuitable soils and other materials;
 11. c) The approval of soils to be used as fill material;
 12. d) Inspection of compaction and placement of fill;
 13. e) The testing of compacted fills; and
 14. f) The inspection of review of drainage devices.

15. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by other soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the City, a new Preliminary Soils and/or Geotechnical Investigation.
16. The property shall be surveyed, and the boundaries marked by a land surveyor licensed by the State of California.
17. Foundation inspection will not be made until the excavation has been surveyed and the setbacks determined to be in accordance with the approved plans by a land surveyor licensed by the State of California. THIS NOTE IS TO BE PLACED ON THE FOUNDATION PLAN IN A PROMINENT LOCATION.
18. Separate application and plan review is required for Electrical plans showing the electrical system design serving all proposed units.
19. Separate application and plan review is required for Plumbing plans showing the utility, including but not limited to water, sewer, and gas lines, design servicing all proposed units.
20. Project shall comply with the CalGreen Residential mandatory requirements.
21. No form work or other construction materials will be permitted to encroach into adjacent property without written approval of the affected property owner.
22. Demolition permit is required for any existing buildings, including but not limited to a pool and a detached storage shed, which are to be demolished.
23. Separate building permit is required for the perimeter block wall/fence.
24. All fire sprinkler hangers must be designed, and their location approved by an engineer or an architect. Calculations must be provided indicating that the hangers are designed to carry the tributary weight of the water filled pipe plus a 250-pound point load. A plan indication this information must be stamped by the engineer or the architect and submitted for approval prior to issuance of the building permit.
25. A separate permit is required for Fire Sprinklers.

26. Building permits shall not be issued until the final map has been prepared to the satisfaction of the Building Official.

27. Reviewed by: Building Division/AJ/JK

28. JN: 240081

29. DATE: 1/29/2024

Public Works Department

The following conditions and public improvements will be required to be performed and completed in an acceptable manner to the City in accordance with all applicable rules and laws. Federal, State, County and local laws and regulations for project implementation must be adhere to throughout the duration of the project. The Public Works Department may require other information or may impose additional conditions and requirements as deemed necessary to protect public health and safety.

General:

- 1) Onsite Groundwater Monitoring Wells, including legally removed, permanent, temporary and active wells, must be depicted on all site plans, grading plans and all other relevant plans. Include a legend that demonstrates ownership, date installed, and type of monitoring well and all other relevant information.
- 2) Provide Tentative Tract Map which incorporates the adopted conditions of approval and any specific criteria noted by the city. The tentative map must also show existing drainage patterns of all properties adjacent to the site, including relevant topographic elevations from the adjacent properties.
- 3) Provide demolition plan for existing buildings and pavement. Show utilities to be capped and abandoned at the property lines.
- 4) Comply with the City's ordinance pertaining to construction debris recycling. Contact the Building & Safety Department to obtain a Construction & Demolition Debris Diversion Program form. The Construction & Demolition Debris Diversion Program is also applicable with respect to the grading process.
- 5) Provide Grading and drainage plans, geotechnical report (the report shall provide recommendations for pavement thicknesses, over excavation limits, and etc), infiltration report, and all other applicable reports/plans must be submitted to the Community Development Department for review and approval.
- 6) Provide a hydrology and hydraulics report prepared by a professional engineer subject to review and approval. All storm drainage facilities serving the development must accommodate a 50-year storm.

- 7) Provide an on-site utility plan (sewer and water) for review and approval. This plan must include water service for domestic flow, fire flow, and backflow prevention. A water and sewer system analysis must be provided by the developer to demonstrate that the new development does not negatively impact the existing system. If the existing system does not have adequate pressure and fire flow to serve the development, the developer will be responsible for upgrading the water main and sewer as necessary in the public right-of-way.
- 8) Engineer to show the location of the sewer mainline, nearest manholes, lateral serving the project and configuration of the onsite sewer including diameter and material of the onsite sewer.
- 9) Engineer to show the location of the water mainline, water meters servicing the development and any newly proposed water meter locations.
- 10) Engineer to show will serve letter from the water purveyor.
- 11) Engineer to submit sewer study.
- 12) Provide a street improvement plan. The street improvement must pavement rehabilitation (2-inch grinding and overlay) along the entire property frontage and up to the street centerline.
- 13) All public works improvements must comply with the standards and specifications of the city of Montebello or Los Angeles County.
- 14) Low Impact Development (LID) is a requirement of the NPDES Permit No. CAS004004, Order No. ORDER NO. R4-2021-0105 and local Ordinances. The LID is a narrative report that explains the type of development and drainage of the site. It must address the post-construction water quality and habitat impact issues.
- 15) Provide and submit SWPPP and pay the fee to the State of California Water Quality Board then submit SWPPP with WDID# to the city.
- 16) A recorded Covenant and Agreement indicating that the owner of the subject development is aware and agrees to maintain all stormwater BMP features for this project is required. The covenant shall include operation and maintenance guidelines prepared by the project civil engineer/architect.
- 17) The Engineering Division issues all encroachment/excavation permits in the public right-of-way. Permits are issued to valid State of California licensed contractors to perform the necessary work.
- 18) Alternative engineering methods for filtration and infiltration must be used to defray a percentage of the storm water runoff into the storm drain system.

19) Comply with all Federal, State, and local agency requirements pertaining to the Clean Water Act, which established regulations, set forth in the Countywide National Pollutant Discharge Elimination System (NPDES) Permit.

21) All USA/Dig Alert paint markings must be removed by the contractor from the sidewalk, curb & gutter and/or asphalt pavement once offsite improvements are completed.

22) The applicant must record the Final Map after the City Council approves the final map and the City Council accepts any applicable bonds or agreements.

23) The applicant/ property owner must provide written proof that there are no liens against the subdivision for unpaid taxes or special assessments and submit Los Angeles County tax bill, tax payment receipt, and copy of cancelled check before filling a Final Map with the city for approval.

24) Covenants Conditions & Restrictions (CC&R) conforming to these conditions of approval must be filed for approval. The CC&R must be approved as to form by the City Attorney; the applicant must pay for all costs associated with such review. A copy of the approved recorded CC&R must be submitted before final inspection and clearance of the building permit.

25) The City Engineer may require other information or may impose additional conditions and requirements as deemed necessary to protect health and safety, and to benefit the public.

Fire Department

- 1) Fire flow analysis showing the existing infrastructure meets/exceeds the 2022 Edition California Fire Code, Appendix B/BB.
- 2) The development shall comply with all applicable provisions of the California Fire Code, referenced NFPA standards, and local ordinances.
- 3) Additional requirements may be added during the plan check process, if applicable.

PASSED AND ADOPTED this 4th day of June 2024 by the Planning Commission.

Commissioner Cuevas: ☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN
Commissioner Morales: ☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN
Commissioner Valdez: ☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN
Commissioner Lomeli: ☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN
Commissioner Medina: ☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN

Alicia Morales, Chair

ATTEST:

Joseph A. Palombi, Director
Planning & Community Development Department

Notice of CEQA Exemption

To:

County of Los Angeles
Registrar-Recorder/County Clerk
12400 Imperial Highway
Norwalk, CA 90650

From:

City of Montebello
Planning & Community Development Department
1600 W. Beverly Blvd.
Montebello, CA 90640

Lead Agency: City of Montebello Planning and Community Development Department

Project Title: Site Plan Review, Zone Variance and Tentative Tract Map to allow the demolition of the existing single family residential unit and construction of 15 new units on 16 separate parcels.

Project Location: 301 Jacmar Drive, Montebello, CA 90640

Case Number(s): PC-2024-0002-SPR/ZV/TTM & ENV No. 02-24-CE

Description of Nature, Purpose, and Beneficiaries of Project: Site Plan Review (“SPR”) Zone Variance (“ZV”) and Tentative Tract Map (“TTM”) Case No. PC-2024-0002-SPR/ZV/TTM to allow the construction of 15 new single-family homes on 16 separate lots at 301 Jacmar Drive (“Project Site”).

Name of the Public Agency Approving the Project: City of Montebello

Name of Person or Agency Carrying Out the Project: John Mark Kozakar behalf of William Molinari and Antonietta Molinari, (“Property Owner”)

Exempt Status (*check one*)

- ☐ Ministerial (Sec. 21080(b)(1); 15268(b)(3))
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☒ Categorical Exemption. State type and section number: Class 32- CEQA Guidelines Section 15332 (In-Fill Development)
☐ Statutory Exemptions. State code number:

Justification for Project Exemption:

The Project is Categorically Exempt per §15332 - Class 32 (In-Fill Development), as none of the limitations set forth in CEQA Guidelines 15300.2 apply. To qualify under an exemption pursuant to Class 32 of Section § 15332 (In Fill Development Projects), the following environmental findings must also be made. The project is consistent with the General Plan as well as applicable zoning designation and regulations being in the R-1 zone with various permitted uses, the Project occurs within City limits and is on a project site of no more than five (5) acres, and the Project Site has no value as habitat for endangered, rare, or threatened species because it is on an existing developed site. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality and the site can be adequately served by all required utilities and public services.

Lead Agency Contact Person: Joseph A. Palombi, Director of Planning & Community Development

Area Code/Telephone/Extension: (323) 887-1200

If filed by applicant, attach certified document issued by the Planning and Community Development Department stating that the Department has found the project to be exempt.

Signature: _____ **Date:** _____ **Title:** _____

☒ Signed by Lead Agency

☐ Signed by Applicant