



staff report

TO: Honorable Chairman and Members of the Planning Commission

ATTENTION: Elizabeth Corpuz, Director of Planning and Building Services

FROM: Justin Tamayo, Assistant Planner

SUBJECT: Consideration and possible action to conduct a public hearing to consider an application from Steve Phillips (representing Gardening at Nite, LLC) for a Conditional Use Permit, and adopt Resolution No. PC 18-13 – A Resolution approving Conditional Use Permit Case No. CU 18-08 to allow on-site and off-site sale and consumption of alcohol (Type 21: Off-Sale General, Type 23: Small Beer Manufacturer, Type 47: On-Sale General Eating Place and Type 74: Craft Distiller). The subject property is located within the Design for Development for the South Bellflower Commercial Area (DFD) at 17434 Bellflower Boulevard.

DATE: October 15, 2018

RECOMMENDATION

1. Open the public hearing; take testimonial and documentary evidence; and after considering the evidence, adopt Resolution No. PC 18-13; or
2. Alternatively, discuss and take other action related to this item.

PUBLIC NOTICE

A Notice of Public Hearing was published in the Herald American (Bellflower Edition) newspaper on October 4, 2018. Public hearing notices were sent on October 1, 2018 to 27 property owners within a 300' radius of the project area and posted at City Hall, Brakensiek Library, Bellflower Substation, Thompson Park, Simms Park, and Caruthers Park. A public hearing notice was also posted on the subject site on October 4, 2018. As of the writing of this staff report, the City has not received any correspondence.

CEQA STATUS

Pursuant to the authority and criteria of the California Environmental Quality Act (CEQA), an environmental assessment has been conducted for this project. This project has been determined to be Categorical Exempt (Class 1, § 15301) because the proposed project consists of a negligible expansion of the use.

BACKGROUND

• ***Project Data***

Property Owner:	Gardening at Nite, LLC
General Plan Land Use Designation:	"C" Commercial
Zoning Classification:	Design for Development for the South Bellflower Commercial Area (DFD)
Property Size:	37,335 square feet (0.86 acres)*
Current Development:	Vacant Commercial Building
Previous Applications/Entitlements:	Resolution No. 81-26: Conditional Use Permit Case No. CU-81-12 for a dance and entertainment establishment with on-premise consumption of alcoholic beverages. Resolution No. 81-27: Zone Variance Case No. BV-81-4 to deviate from the required number of off-street parking spaces required for a dance and entertainment establishment with on-premise consumption of alcoholic beverages.
Surrounding Land Uses and Zoning:	
North	DFD; Commercial Retail
South	DFD; Religious Institution
West	DFD; Senior Citizen Housing
East	DFD; Commercial Retail

The site (former J.C. Penney site in the 1950's) consists of two parcels (APN's 7161-008-010 and 7161-008-014) located on the east side of Bellflower Boulevard, between Artesia Boulevard to the north and Ramona Street to the south. Staff is recommending a condition of approval that the Applicant complete a lot line adjustment to consolidate the two existing lots (***Condition of Approval No. 21***). APN 7161-008-010 (addressed as 17434 Bellflower Boulevard) is developed with an existing three-story, 37,632-square foot commercial building that was built in 1952. Immediately east of the building is APN 7161-008-010 (addressed as 9829 Ramona Street), which is developed as a parking lot that is accessible through a privately owned parking lot from the south. The Applicant has stated that Gardening At Nite, LLC holds easements on the adjacent properties which grant it access through the privately owned parking lots.

*The property size of 37,335 square feet (0.86 acres) is less than the 65,340 square feet (1.5 acres) required per the development standards for the DFD. However, Gardening at Nite, LLC (Project Site), Prell Bellflower, LLC (Dunkin' Site), and the City of Bellflower have entered into an Exclusive Negotiation Agreement (City Agreement File No. 795) in which the three property owners agreed to negotiate exclusively on a development project consisting of the four contiguous parcels referred to as the "Negotiation Site" of 73,086 square feet / 1.68 acres (***Attachment D***). As part of the development project, the properties will share certain components of the project, including parking, a trash enclosure and a loading space on the City's parcel.

PROJECT DESCRIPTION

- ***Request***

The Applicant is requesting a CUP to allow on-site and off-site sale and consumption of alcohol (Type 21: Off-Sale General, Type 23: Small Beer Manufacturer, Type 47: On-Sale General Eating Place and Type 74: Craft Distiller). Although the site has a valid CUP for on-site consumption, the Applicant's proposal is substantially different than what has been approved through Resolution No. 81-26 and warrants a new land use entitlement. As stated in the Background section, the proposed tenant and site improvements illustrated on the plans date-stamped August 21, 2018, strictly require administrative review (i.e., building plan check review). The Applicant has named the proposed project "The Exchange".

- ***Proposed Site Improvements, Floor Plan Layout, & Operations***

Site Improvements - The building is rectangular in shape and is accessible from the front entrance on Bellflower Boulevard and the rear, fronting their parking lot. The Applicant is proposing to complete façade improvement, paving, landscaping and restriping the parking lot, and incorporating a pedestrian walkway that provides access to the building entrance fronting the parking lot. The proposed improvements will enhance the appearance and stability of the existing structure and are therefore allowed by right (BMC § 17.92.120(C)). In addition, a new trash enclosure is proposed in the City-owned public parking area. The trash enclosure will be utilized by both Gardening at Night, LLC, and Prell Bellflower, LLC. With regard to signage, all signage for the project site will be submitted for a sign permit at a later date.

Floor Plan Layout - It is the Applicant's intention to renovate approximately 15,000 square feet of the ground floor to create an open floor plan and accommodate areas for seating, brewing, distilling, a commercial kitchen, bathrooms and ancillary spaces (storage, tenant office, janitorial supply closet, mechanical room and stairs). They are proposing to build a mezzanine, with an open courtyard, for seating above the first floor, and renovate the existing second and third floors into office spaces.

Operations - With regard to the uses on the first floor, the Applicant is proposing to operate Sunday through Thursday 11:00am to 12:00am, and Friday through Saturday 11:00am to 1:00am. The first floor will be operated by three tenants (brewery, distillery and commercial kitchen). The brewery and distillery are proposed to be separated by the interior walkway and the commercial kitchen will be completely enclosed.

DISCUSSION

• ***Crime Statistics and Concentration of Alcohol Licenses***

Crime Statistics - The subject site is located within Crime Reporting District No. 1335. This District contains a total of 1,228 offenses which exceeds 120% of the average number of offenses per district (455.6); consequently, the site is considered to be located within a high crime district (***Attachment E***) and the City will need to prepare a letter of Public Convenience and Necessity for the Applicant to pursue any off-sale license. No concerns have been raised by the Los Angeles County Sherriff's Department.

Concentration of Alcohol Licenses - The site is located within Census Tract No. 5544.05. Based on the ratio of licenses to population in the subject census tract, in comparison to the ratio of licenses to population for the entire county, the Department of Alcohol Beverage Control (ABC) allows three on-sale licenses and one off-sale license within the subject census tract. According to ABC's data (shown below in Table 1.0), there are currently seven on-sale and two off-sale licenses within the subject census tract.

Table 1.0 Alcohol Licenses within Census Tract 5544.05

On-Sale Licenses				
No.	Address	Establishment	Use	License Type
1.	9847 Artesia Blvd	Knights of Columbus	Social Organization	51 (Club)
2.	9816 Cedar Street	Eagle's Lodge	Social Organization	51 (Club)
3.	10043 Artesia Pl	Bachelor Button	Bar	40 (On-sale beer)
4.	17116-17126 Bellflower Blvd	Marino's Italian Restaurant	Restaurant	41 (On-sale beer and wine)
5.	9839 Artesia Blvd	Chris & Pitts	Restaurant	41 (On-sale beer and wine)
6.	10153 Artesia Blvd	Sizzler	Restaurant	41 (On-sale beer and wine)
7.	17812 Bellflower Blvd	Mings Restaurant	Restaurant	40 (On-sale beer)
Off-Sale Licenses				
No.	Address	Establishment	Use	License Type
1.	17852 Bellflower Blvd	Frontier Liquor	Liquor Store	21 (Off-sale general)
2.	17620 Bellflower Blvd	7 Eleven Inc.	Convenience Store	20 (Off-sale beer and wine)

PROJECT ANALYSIS

- **Parking**

Parking in the DFD requires one parking space for every 300 gross square feet of building area. Based on this requirement, if the building were to be constructed under current provisions, the site would be required to provide 136 spaces. However, because the site was developed with valid permits in the 1950's, it has a legal nonconforming status. The proposed alterations increase the building square footage by enclosing the entrance along Bellflower Boulevard and constructing an interior mezzanine, adding 3,309 square feet to the building. Pursuant to BMC § 17.92.120(F), expansion is allowed as long as the additional parking required for the expansion is in accordance with current standards; in which case, 12 additional parking spaces is required.

The existing site was developed with 23 parking spaces and the Applicant is proposing to reconfigure the existing on-site parking lot to accommodate 25 spaces. Two of the 12 required parking spaces can be accommodated within the subject site; while the remaining 10 required parking spaces are proposed to be accommodated at the city-owned parking lot, north of the site, (APN 7161-008-905) through the use of an Exclusive Negotiating Agreement. The site plan date-stamped August 21, 2018 (**Attachment F**), is conceptual and will be revised during the plan check process. This is due to the collaboration with Dunkin' and the City to provide continuous access and parking on all the properties. Furthermore, the existing parking lots to the south (APN's: 7161-008-013 and 7161-008-012) and the subject site are tied together through a reciprocal parking agreement between the property owners.

- **Bellflower Municipal Code**

Conditional Use Permit (CUP) - Pursuant to BMC § 17.65.080(5) of the DFD, alcohol sales (on-site or off-site; primary use or accessory use) are subject to a CUP. Before the Commission grants approval of a CUP, it must find that the project meets all the conditions pursuant to BMC Subsection 17.96.040. As proposed, the project meets all four findings, as outlined in Resolution No. PC 18-13. (**Attachment A**)

Design for Development for the South Bellflower Commercial Area (DFD) - Pursuant to BMC § 17.65.010 (DFD Purpose and Intent), it is the goal of the DFD to promote freeway and highway oriented commercial/retail uses that have a commercial/retail development intensity that is directly correlated to the unique business opportunity that the DFD provides because of its location, visibility, and superior access to the regional freeway network. The project meets the goals and objectives of the DFD, as outlined in Resolution No. PC 18-13. (**Attachment A**)

ATTACHMENTS

- A. Resolution No. PC 18-13
- B. Project Timeline
- C. Aerial, Assessor's Map, Zoning Map and General Plan Map
- D. City Agreement File No. 795 (without exhibits)
- E. ABC Correspondence and ABC Map of Alcohol Licenses
- F. Project Documents Submitted by Applicant

ATTACHMENT A

Resolution No. PC 18-13 (Findings/Exhibit A)

CITY OF BELLFLOWER

RESOLUTION NO. PC 18-13

A RESOLUTION APPROVING CONDITIONAL USE PERMIT CASE NO. CU 18-08 TO ALLOW ON-SITE AND OFF-SITE SALE AND CONSUMPTION OF ALCOHOL, (TYPE 21: OFF-SALE GENERAL, TYPE 23: SMALL BEER MANUFACTURER, TYPE 47: ON-SALE GENERAL EATING PLACE AND TYPE 74: CRAFT DISTILLER). THE SUBJECT PROPERTY IS LOCATED WITHIN THE DESIGN FOR DEVELOPMENT FOR THE SOUTH BELLFLOWER COMMERCIAL AREA (DFD) AT 17434 BELLFLOWER BOULEVARD. APPLICANT: STEVE PHILLIPS (REPRESENTING GARDENING AT NITE, LLC)

THE PLANNING COMMISSION RESOLVES AS FOLLOWS:

SECTION 1. *Recitals.* The Planning Commission finds and declares as follows:

- A. On August 21, 2018, Mr. Steve Phillips, representing Gardening at Nite, LLC (the "Applicant"), filed an Application and submitted plans on October 9, 2018, seeking a Conditional Use Permit to allow on-site and off-site sale and consumption of alcohol within the Design for Development for the South Bellflower Commercial Area (DFD) on property located at 17434 Bellflower Boulevard;
- B. The Application was reviewed by the City's Department of Planning and Building Services for, in part, consistency with the General Plan and conformity with the Bellflower Municipal Code ("BMC");
- C. Notice of Public Hearing before the Planning Commission was duly given and published in the time, form, and manner as required by law;
- D. In addition, the City reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA"), the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines"); and the City's Environmental Guidelines ("Bellflower Guidelines"; CEQA, and CEQA Guidelines and Bellflower Guidelines collectively referred to as "CEQA Regulations");
- E. The Department of Planning and Building Services completed its review and scheduled a public hearing regarding the Application before this Planning Commission for October 15, 2018; and
- F. The Planning Commission considered the information provided by City Staff, public testimony, and the Applicant. This Resolution, and its findings, are made based upon the evidence presented to the Planning Commission at its October 15, 2018 hearing.

SECTION 2. *Factual Findings and Conclusions.* The Planning Commission finds as follows:

- A. The Applicant seeks a Conditional Use Permit to establish on-site and off-site alcohol sale and consumption at 17434 Bellflower Boulevard ("Project Site");
- B. The Project Site is accessible from Bellflower Boulevard, a 100'-0" wide right-of-way major arterial;
- C. The Project Site is located within the DFD, with a General Plan – Land Use Designation of "C" (Commercial);
- D. The Project Site is bounded to the north by commercial retail; to the south by a religious organization; to the east by senior citizen housing; and to the west by commercial retail;
- E. The Project Site is comprised of two parcels with a combined area of approximately 37,335 square feet (0.85 acres) and is currently developed with one 37,362-square foot building that is currently vacant;
- F. The Developer of the Project Site has entered into an Exclusive Negotiation Agreement with the City and Prell Bellflower, LLC (Agreement File No. 795) to redevelop and rehabilitate the area (i.e., Project Site – two lots: 17434 Bellflower Boulevard and 9829 Ramona Street, Prell Bellflower, LLC - one lot: 17404 Bellflower Boulevard, and City Parking Lot – one lot: APN 7161-008-905). The four contiguous parcels that constitute the development project, referred to as the "Negotiation Site", total approximately 73,086-square feet (1.68 acres) in area. As part of the project, the properties will share certain components of the project, including trash enclosure, parking and loading spaces on the City's parcel.

SECTION 3. *Environmental Assessment.* Pursuant to the authority and criteria of the California Environmental Quality Act (CEQA), an environmental assessment has been conducted for this project. This project has been determined to be Categorically Exempt (Class 1, § 15301) from the provisions of CEQA (Existing Facilities) because the proposed project consists of the permitting of an existing private structure and involves a negligible expansion of the use.

SECTION 4. *Notice of Exemption.* The Director of Planning and Building Services, or designee, is directed to file a Notice of Exemption in accordance with CEQA §§ 15062; and any other applicable law.

SECTION 5. *DFD Objectives and Conclusions.* The Planning Commission finds the following facts exist:

- A. The DFD desires to encourage development concepts that will create a land use strategy that promotes intense freeway and highway-oriented commercial retail development; this is accomplished because the proposed development is close to the 91 Freeway to the north and would offer uses unique to the City such as small beer manufacturer (i.e., brew pub or micro-brewery) and craft distiller;

- B. The DFD desires to encourage development concepts that will provide for regional, local, and neighborhood access to and from the DFD, without negatively impacting the community character of Bellflower; this is accomplished because the project site is accessible from the 91 Freeway and Bellflower Boulevard to the west;
- C. The DFD desires to encourage development concepts that will maintain and promote quality architectural and site planning principles in the development of the DFD; this is accomplished because the proposal includes interior and exterior renovations of an existing building that has been vacant since 2009, and redesign of the parking lot. Furthermore, the site design exceeds landscaping requirements, and incorporates one 48" box tree and fourteen 36" box trees; and
- D. The DFD desires to encourage development concepts that will ensure that vehicular access to and from the DFD is designed in a manner that is efficient, safe, and can accommodate future growth and access demand; this is accomplished because the site is designed with efficient and safe vehicular access off of Ramona Street. The site is adjacent to a public parking area and due to the agreement with the City, is able to utilize the public parking area to accommodate future growth and access demand.

SECTION 6. *Conditional Use Permit Findings and Conclusions.* The Planning Commission finds the following facts exist:

- A. *That the use applied for at the location set forth in the application is properly one for which a Conditional Use Permit is authorized by Title 17 of the Bellflower Municipal Code.*

Alcohol Sales, whether on-site, off-site or as a primary or accessory use, requires a Conditional Use Permit in the DFD.

- B. *That the said use is necessary or desirable for the development of the community, is in harmony with the various elements or objectives of the General Plan, and is not detrimental to existing uses or to uses specifically permitted in the district in which the site is located.*

The proposed on-site and off-site sale and consumption of alcohol use is consistent with the purpose and intent of the DFD which is to promote freeway and highway oriented commercial/retail uses that have a commercial/retail development intensity that is directly correlated to the unique business opportunity that the DFD Area provides because of its location, visibility, and superior access to the regional freeway network. The proposed project is consistent with the following goals and policies of the General Plan – Land Use Element: General Goal 2, which states “Create City that functions efficiently, is aesthetically pleasing, and makes the best use of its various resources”; and General Policy 2.4, to “Promote recreational, cultural, entertainment, and employment opportunities to meet the needs of the community”. The proposed use is advantageous for surrounding uses as well as uses specifically permitted in the district because it will contribute to establishing a freeway-oriented entertainment hub. Any potential detrimental impacts posed by the accessory (on-site and off-site sale and consumption of alcohol) use have been addressed in the conditions of approval; therefore, the proposed use will not be detrimental to the existing uses in the vicinity.

- C. *That the site for the intended use is adequate in size and shape to accommodate said use, and for all the yards, setbacks, walls or fences, landscaping, and other features that may be required in order to adjust said use to those existing or possible future uses of land in the neighborhood.*

The subject site is currently developed with a 37,362-square foot building. Interior tenant improvements are proposed to remodel the interior of the existing building as well as a façade improvement including new paint, exterior covering and signs. The existing conditions have been evaluated for consistency with existing regulations and determined that it complies with all the DFD development standards relative to size, shape, yards, and setbacks. As it relates to lot size, although the lot size of the project site is less than 1.5 acres as required per the DFD, the developer has entered into an agreement with the City and Prell Bellflower, LLC to create a Negotiation Site comprised of four contiguous parcels with a combined square footage of 73,086-square feet (1.68 acres). The proposal is to utilize the subject building for on-site and off-site alcohol sales and consumption as a primary use and in conjunction with a restaurant on the first and second floor (mezzanine seating area) and office uses on the second and third floors. The parking requirement is satisfied by the existing parking lot, as well as through an Exclusive Negotiation Agreement to utilize the City-owned public parking lot.

- D. *That the site for the proposed use relates to streets and highways properly designed and improved so as to carry the type and quantity of traffic generated or to be generated by the proposed use.*

No improvements to the adjacent thoroughfare, Bellflower Boulevard, are required and said thoroughfare is sufficient and adequate to handle any potential increase in vehicles trips to and from the proposed use. Pursuant to the Bellflower General Plan - Circulation Element, Bellflower Boulevard is a major arterial that is designed and improved to carry an average daily traffic volume of 36,000 vehicles.

SECTION 7. Approval. Subject to the conditions set forth in the attached "Exhibit A," which are incorporated by reference, the Planning Commission approves Conditional Use Permit Case No. CU 18-08.

SECTION 8. Construction. This Resolution must be broadly construed in order to achieve the purposes stated in this Resolution. It is the Planning Commission's intent that the provisions of this Resolution be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Resolution.

SECTION 9. Reliance On Record. Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the Planning Commission in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 10. *Limitations.* The Planning Commission's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the Planning Commission's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 11. *Severability.* If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the Planning Commission intends that such invalidity will not affect the effectiveness of the remaining provision or application and, to this end, the provisions of this Resolution are severable.

SECTION 12. This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 13. This Resolution is the Planning Commission's final decision and will become effective immediately upon adoption, and will remain effective unless the action is appealed within ten days pursuant to BMC §§ 17.96 and 17.112.

SECTION 14. The Planning Commission Secretary is directed to mail a copy of this Resolution to the Applicant and to any other person requesting a copy.

SECTION 15. The Planning Commission Chairman, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption by the Planning Commission of the City of Bellflower, and the Planning Commission Secretary is directed to attest thereto.

PASSED, APPROVED, AND ADOPTED BY THE PLANNING COMMISSION OF THE CITY OF BELLFLOWER THIS 15th DAY OF OCTOBER 2018.

John B. Nowlin, Chairman

Attest:

Elizabeth Corpuz, Secretary

Approved as to form:

David King, Assistant City Attorney

Attachment:
Exhibit A - Conditions of Approval

**RESOLUTION NO. PC 18-13 – EXHIBIT A
CONDITIONS OF APPROVAL FOR
CONDITIONAL USE PERMIT CASE NO. CU 18-08**

In addition to all applicable provisions of the Bellflower Municipal Code (“BMC”), Steve Phillips, on behalf of Gardening At Nite, LLC (“Applicant”), agrees that it will comply with the following provisions as conditions for the City of Bellflower’s approval of Conditional Use Permit Case No. CU 18-08 (“Project Conditions”).

Unless the contrary is stated or clearly appears from the context, the construction of words and phrases used in these Conditions of Approval use the definitions set forth in the BMC.

Standard Conditions of Approval

1. The project site must be developed and/or used in the manner requested and must be in substantial conformity with the submitted plans date-stamped August 21, 2018, and September 9, 2018, unless revisions and/or additional conditions are specifically required herein.
2. This approval runs with the land. All rights and obligations of this approval, including the responsibility to comply with these Conditions of Approval, are binding upon Applicant’s successors in interest. These Conditions of Approval may be modified, terminated, or abandoned in accordance with applicable law including, without limitation, the Bellflower Municipal Code (BMC).
3. Any proposed deviations from the exhibits, Project Description or Project Conditions must be submitted to the Director for review and approval. Any unapproved deviations from the Project approval will constitute a violation of the permit approval.
4. When exhibits and/or written Project Conditions are in conflict, the written Project Conditions prevail.
5. The effectiveness of this Project will be suspended for the time period that any Project Condition is appealed whether administratively or as part of a legal action filed in a court of competent jurisdiction. If any Project Condition is invalidated by a court of law, the Project must be reviewed by the City and substitute conditions may be imposed.
6. The Applicant agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney’s fees), injuries, or liability, arising from the City’s approval of CU 18-08, except for such loss or damage arising from the City’s sole negligence or willful misconduct. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City’s approval of CU 18-08, the Applicant agrees to defend the City (at the City’s request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section, “the City” includes the City of Bellflower’s elected officials, appointed officials, officers, and employees.

7. The Applicant must comply with all requirements of this Resolution, the applicable Zone, the BMC, rules and regulations and applicable law, policies and regulations of any State, Federal or local agency with jurisdiction thereof.
8. The City will only issue permits for development, including grading, when the construction documents (e.g., grading, engineering and architectural plans) substantially comply with the approved Conditional Use Permit plans. Substantial conformity may be determined by the Director.
9. The Applicant must sign these Conditions of Approval, as set forth below, to acknowledge acceptance within 30 days from the date of approval by the Planning Commission.
10. This decision is not effective until Applicant acknowledges acceptance of all conditions and any appeal period has lapsed, or a waiver of right to appeal is filed or if there is an appeal, until a final decision has been made on the appeal. By use of the entitlements granted by a development application, the Applicant acknowledges agreement with conditions of approval.
11. The Applicant must reimburse the City for all attorneys' fees expended by the City that are directly related to the processing of this project. The City will not issue a Certificate of Occupancy or other final occupancy approval until all attorneys' fees are paid by the Applicant.
12. Anything which is not shown on the application/plans, or which is not specifically approved, or which is not in compliance with this section, is not approved. Any application and/or plans which are defective as to, but not limited to, omission, dimensions, scale, use, colors, materials, encroachments, easements, etc., will render any entitlements granted by this section null and void. Construction (if any) must cease until all requirements of this section are complied with. Development entitlements may be withheld until violations of the BMC are abated.
13. The Applicant must provide a sheet on the construction plans with the City of Bellflower signed Resolution stating the Conditions of Approval as adopted by the Planning Commission. The information must be incorporated into the plans before the City issues a building permit.
14. The Applicant must comply with all Conditions of Approval before the City issues a certificate of occupancy.
15. The project site and its immediate surrounding area must be maintained neat and clean at all times in compliance with the BMC. The project site and its immediate surrounding area must be maintained free from debris and graffiti at all times in compliance BMC Chapter 9.12. The Applicant must remove any debris or graffiti within 24-hours upon notification by the City. Litter on the site and any litter scattered nearby the property, the streets, and the sidewalks must be removed daily.

Specific Conditions of Approval

Planning

16. Any substantial change in the approved alcohol license types requires a modification of this Resolution.
17. In the event the Exclusive Negotiating Agreement (City Agreement File No. 795) between the City and the Applicant is terminated, the Applicant must provide alternative means to satisfy the parking requirement, pursuant to BMC § 17.88.090 (Off-Street Parking Requirements - Parking Provided in a Separate Lot from the Main Building).
18. Operating hours are limited to 11:00am to 12:00am Sunday through Thursday and 11:00am to 1:00am Friday through Saturday.
19. If there will be any form of live entertainment proposed within the premises, the Applicant/Business Owner must first obtain an "Entertainment Permit", subject to the approval of the City Council, before commencing such use.
20. The Applicant/Business Owner must maintain suitable kitchen facilities, and must make substantial sales of meals for consumption on the premises.
21. The Applicant must complete a lot line adjustment to consolidate the two existing properties (APNs: 7161-008-010 and 7161-008-014) into one before the City issues a certificate of occupancy.
22. The landscape plan must comply with the State Model Water Efficient Landscape Ordinance (MWELO).
23. All temporary uses and activities on the site must comply with BMC Chapter 17.76 for Temporary Uses. A temporary use permit must be obtained prior to conducting special events or temporary activities.
24. Address Assignment: Provide a site plan illustrating the desired addresses for the various businesses.
25. Food must be served at all hours that the restaurant is open for business.
26. The Applicant must enter into a license agreement with the City, to be approved by the City Council, for the new trash enclosure and loading space in the City-owned parking lot. Such a license agreement must be entered into and approved before a certificate of occupancy is issued to the Applicant.

27. The Applicant must submit to the Planning Division a master signage program (MSP). The MSP must identify the location of all permissible signs (i.e. wall signs, window signs, address signs, parking signs, etc.) proposed within the site. The display of temporary signs and banners is subject to the provisions of BMC § 17.68. Additionally, the MSP must describe, without limitation, the permissible design, height, materials, colors, sign type, styles, illumination method and maintenance of all signs. The Director of Planning and Building Service and/or his/her designee will review and render a decision on the MSP and all sign permit requests.
28. The Applicant must submit to the Planning Division a copy of the approved alcohol license issued by California State Department of Alcoholic Beverage Control, including the date of issuance, promptly after approval of the license.
29. A Letter of Public Necessity and Convenience issued by the City Council must be obtained prior to commencement of the sale of alcohol.
30. Blinking or flashing lights and signage advertising alcohol sales (e.g. promotional signage for brands of alcoholic beverages) is prohibited.
31. The Applicant/Business Owner must comply with all regulations of the California State Department of Alcoholic Beverage Control (ABC). Failure to meet and maintain all conditions of ABC is deemed non-compliance with the regulations of this permit. Pursuant to ABC, the Applicant and employees must complete a Licensee Education on Alcohol and Drugs (LEAD) voluntary prevention and education program for retail license.
32. Any violation of any applicable laws and/or these conditions is grounds for suspension and/or revocation of this license.
33. The subject business must be operated so as to not violate any local noise ordinance. Noise levels must be maintained pursuant to the Noise Element of the General Plan and BMC Chapter 8.32.
34. The Applicant/Business Owner must post the occupancy of the tenant space, subject to approval by the Building and Safety Division. The number of patrons within the tenant spaces cannot exceed the approved posted occupancy at any time.
35. The Applicant, its employees and representatives must fully cooperate with lawful directions of public officials including law enforcement. Applicant must grant free access to the business, including access to any locked or otherwise secured rooms, to public officials exercising their lawful duties.
36. During business hours, all persons employed by the Applicant must possess valid government identification such as a California driver's license. Employees must present such identification upon demand of any regulatory official.

37. If complaints are received regarding excessive noise, lighting, or disturbances associated with the operation of the site, the City may, in its discretion, take action to reevaluate and modify the Conditional Use Permit by including, without limitation, new conditions or revoking the permit.
38. Three or more violations of applicable law, including, without limitation, these project conditions within a one-year period (as calculated starting on the Permits approval date and every anniversary date thereafter) may result in the City commencing revocation of this permit.
39. The business must be equipped with an alarm system that covers break-ins and robberies. The alarm must be monitored by an alarm monitoring company who will notify the Los Angeles County Sheriff's Department of any break-ins or robberies. Employees must have access to a hidden button that will trigger a silent alarm, notifying the alarm monitoring company that a robbery is taking place.

Building

40. The project must comply with the current California Building Code.

Los Angeles County Fire

41. Submit to the County of Los Angeles Fire Department Fire Prevention Engineering Section Building Plan Check Unit for review and approval.

Traffic Engineering

42. The site plan must show the location and dimensions of all existing and proposed drive approaches.
43. The site plan must show all existing right-of-way improvements.
44. The site plan must label Bellflower Boulevard.
45. Clarify the North arrow on the site plan. Please clarify.
46. Landscape and hardscape improvements adjacent to drive approaches and intersecting drive aisles may not exceed 42" in height as measured from the paved driveway surface to ensure safe vehicular sight distance.
47. The site plan must be revised as it relates to access and parking configuration for the City parking lot.
48. The title sheet includes a listing of existing and proposed on-site parking. The table must also include a table showing required parking.

49. The site plan must provide parking drive aisle dimensions and dimension the parking stalls and disabled parking space loading area.
50. The site plan must show the designated disabled access path from the public right-of-way.

City Engineering

51. Revise the site plan to illustrate legible (i.e. increase font size) dimensions of all property lines.
52. Fire Protection: This development may require construction of fire protection improvements. Prior to the approval of any development plans the applicant is required to contact Los Angeles County Fire Department, Engineering Division, to obtain the fire flow and access requirements for any proposed development.
53. The applicant must contact the local Water Company to determine the existing fire flow rate in this area. If the existing fire flow capabilities are below the required minimum, the applicant must provide the necessary means for meeting the fire flow rates required by the Fire Department.
54. The site plan must show how site drainage is to be addressed. The minimum slope on concrete flow lines is 0.50%. Minimum slope on asphalt concrete or turf is 1.0%. Existing elevations of adjacent property and street flow lines must be shown around the perimeter of the proposed development. All applicable NPDES requirements must be complied with.
55. Illustrate and dimension all existing and proposed easements.
56. The site plan must show and dimension all existing and proposed perimeter walls/fences.
57. Per the Public Works checklist, the existing drive approach fronting Ramona Street must be removed and reconstructed in accordance with City of Bellflower Standard Plan BSP-02 - Commercial with the bottom width W per the approved construction plans as the existing drive approach does not meet current City or Americans with Disability Act (ADA) standards, A "C-8" or an "A" licensed contractor must do all work. "B-1" contractors are not acceptable for this work. Any additional drive approach or drive approaches that do not meet current City of Bellflower or Americans with Disability Act requirements must be removed and reconstructed accordingly.
58. Curb and gutter must be removed and reconstructed corresponding to the drive approach or drive approaches to be reconstructed in accordance with City Standards. Note: Curb and gutter must be monolithic.

City of Bellflower
Resolution No. PC 18-13 - Exhibit A
Page 7 of 7

59. If a new sanitary sewer lateral is proposed from the property to the existing sewer main, the minimum lateral size from main to property line is 6". Excavation permits with necessary insurance and bonds are required.
60. For any new sewer connections please contact the Los Angeles County Sanitation District and obtain any connection permits. Documentation of said permits must be submitted to the Building Official prior to the issuance of any building permits. Provide documentation from the District that sufficient sewer capacity is provided.
61. A City of Bellflower sewer reconstruction fee in the amount of \$16,821.00 must be paid. It is noted that the fee may change based upon any revised construction plans.
62. Any un-sodded, mounded planters adjacent to public sidewalk must be provided with 6" curbs to prevent soil run-off onto the public sidewalk. Curbs are not required if the planter consists of sod.
63. The contractor must meet with the City Public Works Inspector before starting any construction within the public right-of-way.
64. All work within the public right-of-way, including placing and removal of traffic control devices, is restricted to the hours between 8:30am and 3:30pm, Monday through Friday. No work requiring continuous inspection or traffic control may be done on Saturday, Sunday or Holidays, unless prior arrangements have been made at least one week in advance with the approval of the City Engineer.
65. The developer, at his/her cost, is responsible for the relocation as necessary of any public or private utility or other obstruction to facilitate the construction within the public right-of-way.
66. Permits are required for all work within the public right-of-way

By, signing this document, Steve Phillips, representing Gardening At Nite, LLC (Applicant) certifies that he has read, understood, and agrees to the project conditions listed in this document.

Steve Phillips representing Gardening at Nite, LLC, (Applicant)

{If Corporation or similar entity, need two officer signatures or evidence that one signature binds the company}

ATTACHMENT B

Project Timeline

**Conditional Use Permit Case No. CU 18-08
Project Process and Timeline**

Table 1.0 (Process and Timeline).

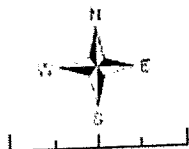
Timeline (Application)				
Event	Meeting/Submittal	Applicant Response Time	City Response Time	Lapse Time
CUP Submittal	08/21/18	-	-	Day 1
Application deemed complete	09/21/18	-	30 Days	30 Days
Planning Commission Meeting	10/15/18	-	24 Days	54 Days
			Total Lapse Time	54 Days (1.8 Months)

ATTACHMENT C

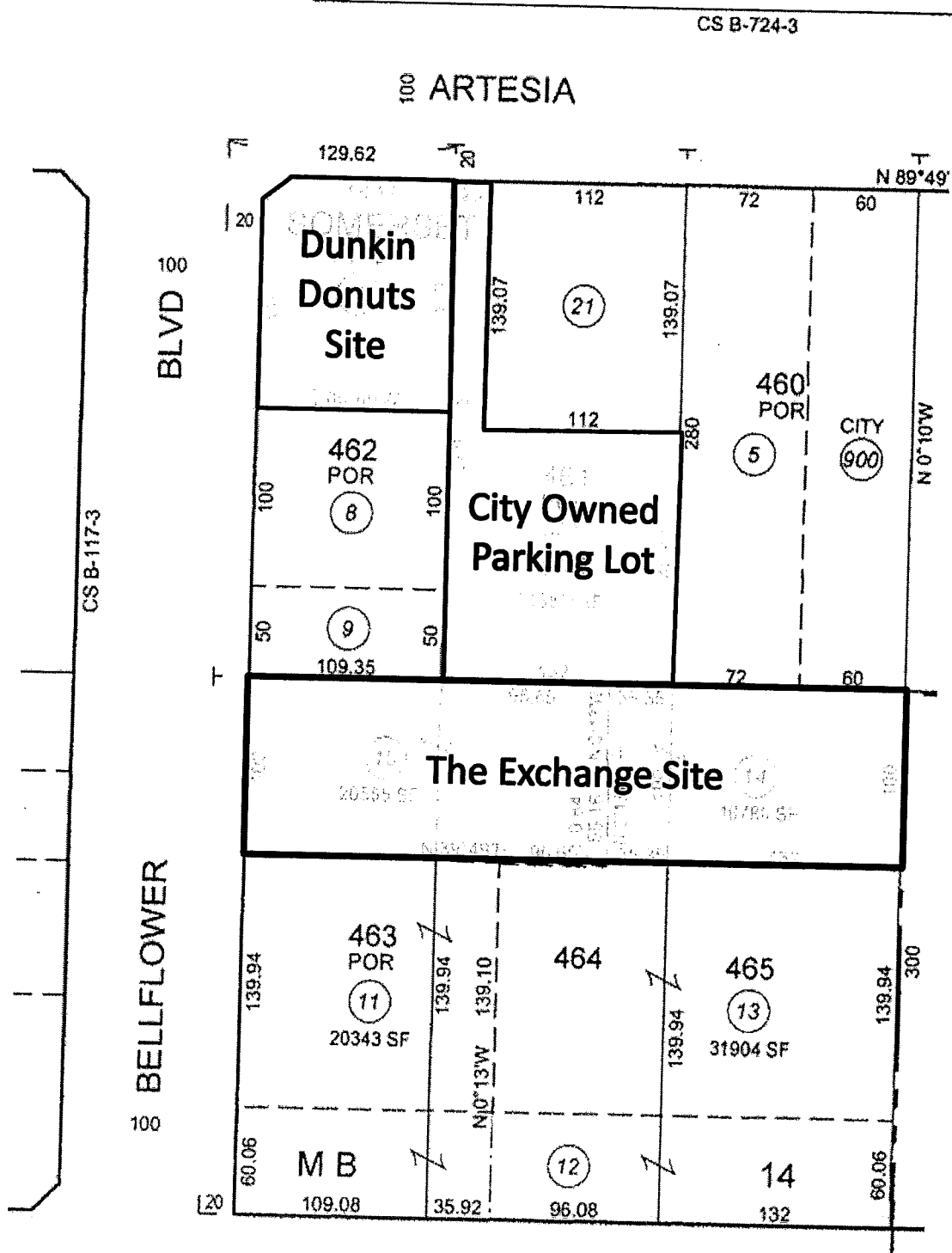
Aerial, Assessor's Map, Zoning Map and
General Plan Map



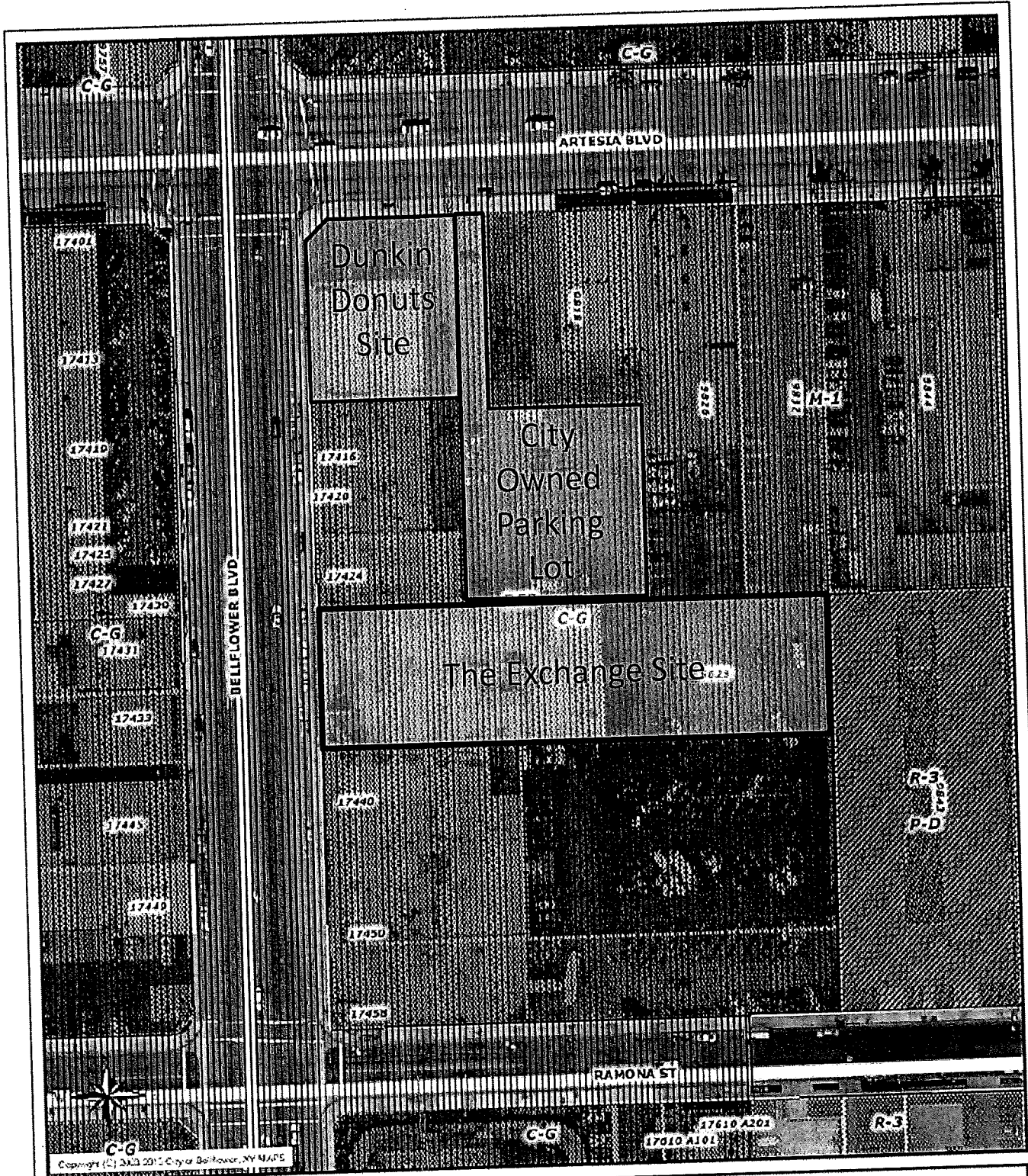
Aerial



Scale: 1 in = 99 ft
 Printed 9/12/2018



Assessor's Map



CITY OF BELLEFLOWER

Zoning Map



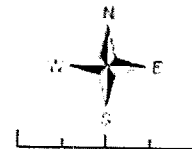
Scale: 1 in = 98 ft
 Printed 9/12/2018



Copyright (C) 2012 City of Bellflower, CA. All Rights Reserved. NY MAPS



General Plan Map



Scale: 1 in = 98 ft

Printed 8/12/2018

ATTACHMENT D

City Agreement File No. 795 (without
exhibits)

**EXCLUSIVE NEGOTIATION AGREEMENT
(CITY AGREEMENT FILE NO. 795)
BY AND BETWEEN
THE CITY OF BELLFLOWER, GARDENING AT NIGHT, LLC,
AND PRELL BELLFLOWER, LLC**

This Agreement is entered into this 29th day of March, 2018 (“Effective Date”), by and between the City of Bellflower, a general law city and municipal corporation (“City”); Gardening at Night, LLC, a California Limited Liability Company (“Gardening”); and Prell Bellflower, LLC, a California Limited Liability Company (“Prell”); on the terms and provisions set forth below. Developers and City are sometimes collectively referred to as the “Parties” and each, individually, may be referred to as a “Party.” Additionally, Gardening, and Prell are sometimes collectively referred to as the “Developers” and each, individually, may be referred to as a “Developer.”

1. **RECITALS.** The Parties enter into this Agreement with reference to the following facts and objectives:

A. Gardening seeks to purchase and develop an approximately 37,471 square foot site of privately owned real property located at 17434 Bellflower Boulevard in the City of Bellflower, California (“Property A”), which is currently occupied by an approximately 39,000 square foot vacant commercial building. Property A is legally described in attached Exhibit “A,” which is incorporated by reference. Gardening seeks to enter into an agreement with City to conduct exclusive negotiations with City and Prell regarding the development of Property A in conjunction with property owned by the City and Prell.

B. Gardening desires to convert the existing building to a mixed-use commercial development consisting of office space on the second and third floors, and commercial retail space on the first floor of Property A in addition to front and rear façade and parking lot improvements.

C. Prell has purchased and seeks to develop an approximately 14,188 square foot site located at 17404 Bellflower Boulevard in the City of Bellflower, California (the “Property B”), which is currently vacant. Property B is legally described in attached Exhibit “B,” which is incorporated by reference. Prell seeks to enter into an agreement with City to conduct exclusive negotiations with City and Gardening regarding the development of Property B in conjunction with Property C owned by the City and Property A owned by Gardening.

D. Prell desires to develop Property B as a new multi-tenant commercial project consisting of an approximately 1,500 square foot Dunkin Donuts with a drive-through, and an approximately 1,000 square foot retail tenant space.

E. City owns in fee that certain parcel of land composed of 21,427 square feet (“Property C”) as more specifically described in attached Exhibit “C,” which is incorporated by reference.

F. The Property A, B, and C (collectively the “Negotiation Site”) are contiguous parcels, located in the City and total approximately 73,086 square feet/1.68 acres.

G. The Negotiation Site is zoned as “General Commercial” with a Design for Development Overlay (the “DFD”). This requires a Conditional Use Permit for any development with a site area of less than 1.5 acres.

H. The Parties acknowledge that any proposed projects for the Negotiation Site will require certain entitlements to be obtained from City including, without limitation, discretionary legislative acts such as a conditional use permit, development review, zone change, amendment to the City’s General Plan, tentative map, and potentially a development agreement all of which will require environmental review pursuant to the California Environmental Quality Act (“CEQA”).

I. City believes it is in the public interest to enter into exclusive negotiations with Developers regarding the potential development of the Negotiation Site.

2. **CONSIDERATION.** In consideration of this Agreement, the Parties agree as follows:

A. The Parties agree to strictly comply with the recitals and mutual covenants and conditions contained in this Agreement.

B. Within 30 days of the date of Gardening’s close of escrow for the purchase of Property A, Developers each agree to contribute \$25,000 to City for repaving and restriping Property C. City, in its sole discretion, agrees to include the improvement of Property C in the City’s Capital Improvement Program (CIP) in the future.

3. **TERM.**

A. The term of this Agreement commences as of the Effective Date of this Agreement and terminates pursuant to the terms of Section 5 (the “Term”). At the option of the Parties, pursuant to the conditions set forth below and before expiration of this Agreement, the Term may be extended for an additional six month period by mutual written consent of Developers and City. The City Manager is authorized to approve the extension on behalf of City. Should any of the anticipated projects not be entitled and constructed before the expiration of the Term, the respective Developers acknowledge that they will lose the ability to develop their project under the Design for Development Overlay Zone.

B. If an environmental impact report (the “EIR”) is required for City’s consideration of any project, then the Term will be automatically extended for a period of twelve months as may be necessary to satisfy the requirements of CEQA and its implementing guidelines. The Parties must document this additional automatic 12 month extension in a written acknowledgement. If needed to meet the timeframes imposed by the EIR process, the Parties may, but are not required to, extend the Term for a period longer than twelve months by written amendment to this Agreement.

4. **NOTICE OF DEFAULT AND OPPORTUNITY TO CURE.**

A. Should there be a default in performance by a Party, the non-defaulting Party must provide written notice of such default to the defaulting Party. Notice must specify the nature of the event or deficiency giving rise to the default; the action required to cure the deficiency; if an action to cure is possible; and a date not less than 30 calendar days from the date of the notice within which action to cure must be taken.

B. Notwithstanding anything to the contrary, any default does not constitute cause to terminate this Agreement if the defaulting Party cures, corrects or remedies the default within the time period required in the notice or other agreement between the Parties. In the case of a default by either Party, the alleged defaulting Party must promptly commence to cure the identified default and must complete the cure within 30 days after receiving the notice of default. The 30 day cure period for a default may be extended as is reasonably necessary to remedy such default, provided that the alleged defaulting Party commences such cure promptly after receiving the notice of default and continuously and diligently pursues such remedy at all times until such default is cured.

5. **TERMINATION.** This Agreement may terminate under the following circumstances:

A. Twenty-four months after the Effective Date of this Agreement;

B. By a Party upon the uncured default of the other Party;

C. By a Developer upon giving City 30 days written notice of its intent to terminate this Agreement;

D. The Parties entering into a Development Agreement as approved by the City Council in accordance with applicable law; or

E. Entitlement and completed construction of a proposed development.

6. **EXCLUSIVE NEGOTIATIONS.**

A. City agrees that, during the Term (or any extension or tolling of the Term) and provided that either Developer is not in uncured default of any of its obligations under this Agreement, it will negotiate exclusively and in good faith with Developers concerning a Development Agreement for the Negotiation Site.

Developers understand and agree that City is a public entity and must comply with, without limitation, the California Public Records Act (“PRA”). Each Party agrees that any and all financial data, reports and documentation supplied by one Party (“Disclosing Party”), or its affiliates or third parties on its behalf, to the other Party under this Agreement (“Receiving Party”), which are confidential cannot be disclosed or otherwise disseminated by the Receiving Party without the consent of the Disclosing Party except as required by law including, without limitation, the PRA. For this Section to apply, the Disclosing Party must mark or label its confidential information as “Confidential and

Proprietary.” City agrees to inform Developers of any request filed in accordance with the PRA to obtain documents labeled Confidential and Proprietary and Developers may determine whether to oppose disclosure of such documents. Under any such circumstance, Developers, jointly and severally, must defend, indemnify and hold harmless City and its officers, officials, employees and agents against and from a challenge under the PRA.

7. **SCOPE OF NEGOTIATIONS.**

A. During the Term, the Parties agree to diligently negotiate in good faith the terms of a development agreement for the development of the Negotiation Site.

B. The good faith negotiations agreed to between the Parties requires each to reasonably communicate with the other. This will include all methods of communication including via telecommunications (fax, phone, e-mail, etc.), face-to-face meetings between the Parties’ representatives, and written correspondence.

8. **DEVELOPERS’S RESPONSIBILITIES.**

All applications for land use entitlements for any proposed project are Developers’ responsibility at their sole expense. City may, but is not required to, reasonably cooperate with Developers to assist in acquiring land use entitlements from City at Developers’ expense.

9. **DEVELOPERS REIMBURSEMENT OF CITY COSTS.**

A. In addition to costs for repaving and restriping Property C as identified in Section 2(B), City has estimated the costs and expenses of negotiations as being approximately \$20,000. Developers agree to pay for all administrative and other costs associated with this Agreement including, without limitation, legal fees, and staff time (collectively “City Costs”). However, Developers acknowledge that the actual amount of such costs and expenses may be different. In the event the City feels the City Costs will exceed \$20,000, City will provide Developers written notice of the change and request Developers’ written approval of said change. Nonetheless, even though the actual amount of such costs and expenses may be different, the Developers agree to reimburse the City for the full amount of such actual costs and expenses in the manner provided in this Agreement.

Within five business days of executing this Agreement, each Developer must provide City with a deposit of \$5,000 (the “Initial Deposit”), which City agrees to maintain in a separate trust account for Developers; any interest earned on funds deposited in this trust account must be for the benefit of Developers. The Initial Deposit and any subsequent replenishment must be used only to pay City Costs actually incurred. City must have the right from time to time to withdraw funds from the Initial Deposit to pay (or reimburse itself) for City Costs, and must provide Developers with monthly statements specifying the City Costs so incurred by City and paid (or reimbursed) from the Initial Deposit. Together with such monthly statements, City must provide to Developers copies of invoices for the City Costs shown in such monthly statements, including invoices for attorneys’ fees and costs (but the detailed description of the services provided by each

attorney, as described in each such invoice, must be redacted to show only the matter on which such attorney worked, together with the name (or initials) of such attorney, the date and amount of time spent by such attorney on such matter, and the attorneys' fees charged to City therefore) and including any invoices from other Developers or experts (but each such invoice from other Developers or experts must be redacted so as not to show or contain any privileged information or communications). Developers have no obligation to pay as City Costs any third party cost for which an invoice is not provided. Any City Costs related to charges for City staff time must be based on written time entries that include the name of the staff, the actual time spent and a specific description of work performed. City and Developers agree that any funds remaining in the separate trust account at the conclusion of the Agreement will be reimbursed to Developers.

B. Within 10 business days after City notifies Developers in writing that the then remaining balance of the Initial Deposit has been reduced to \$1,000 or less, Developers must replenish the Initial Deposit to a balance of \$5,000.

C. City must provide 10 business days' prior written notice to Developers of City's intent to engage any other third party (excluding City's legal counsel) or authorize any other work (excluding work by City's legal counsel relating to the Project), the cost of which is reasonably anticipated by City to exceed \$1,000. Developers may review and comment (but not approve) any contract or scope of work (or amendment or change order to such agreements) that City intends to enter with a third party (excluding City legal counsel) with respect to this Agreement or the Project before City entering such contract or agreeing to such scope of work. If Developers have a good faith and bona fide dispute as to a charge incurred as City Costs (excluding City legal counsel), then City must meet and confer with Developers in a good faith effort to resolve such dispute. If, after such meeting, City agrees with Developers, City must cooperate with Developers in seeking credit or offset from third parties to whom City Costs are paid. To the extent practicable, any third party contract (excluding City's legal counsel) must name Developers as an intended third party beneficiary.

D. Upon City's receipt of written notice from Developers to stop work (or temporarily suspend work) on the Project, City must promptly direct all of City's staff, attorneys, Developers and other professionals to stop work thereon; provided, however, that such a notice to stop work (or temporarily suspend work) does not constitute Developers' election to terminate this Agreement absent a specific statement to that effect; and, provided further, that the Developers agrees and acknowledges that:

i. Depending upon the terms of the contract(s) governing the work to be performed by such Developers and other professionals (excluding City's attorneys), such Developers' and other professionals' stopping work on the Project may or may not result in City incurring costs therefor, and Developers must be responsible for, and the Initial Deposit may be used by City to pay (or reimburse itself) for, such costs that are actually incurred and to which a third party has a contractual right to payment; and

ii. Should Developers fail to perform any of their obligations under this Section, then City may, at its option, pursue any one or more or all of the

remedies available to it under this Agreement, at law or in equity. Without limiting any other remedy which may be available to it, if Developers fail to perform any of their obligations under this Agreement, City may cease performing its obligations under this Agreement and may bring an action to recover all costs and expenses incurred by City together with interest from the date incurred at the rate of ten percent (10%) per annum.

10. **HAZARDOUS/TOXIC WASTE.** City has not, nor, to City’s knowledge, has any third party used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within Property C in violation of any law or regulation. Developers agrees that it will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within the Negotiation Site in violation of any law or regulation. Developers agrees to defend and indemnify City, to the extent stated below, against any and all losses, liabilities, claims and/or costs arising from any breach of any Developers warranty or agreement contained in this Section. As used in this Section, “Hazardous Material” means any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

11. **INSURANCE.**

A. Before commencing performance under this License, and at all other times this License is effective, Developers will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability:	\$2,000,000
Workers compensation	Statutory limits

B. Commercial general liability insurance will meet or exceed the requirements of the most current ISO Forms. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name City, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by City will be excess thereto. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable except upon 30 days prior written notice to City except for nonpayment of premiums which may be cancelable upon 10 day notice.

C. Developers will furnish to City duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this License and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.” Certificate(s) must reflect

that the insurer will provide thirty day notice of any cancellation of coverage. Developers will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

D. Should Developers, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at Developers’ expense and charge the cost of such insurance to Developers under this Agreement or terminate.

E. All policies required by this Agreement must allow City, as additional insured, to satisfy the self-insured retention (“SIR”) and deductible of the policy in lieu of Developers (as the named insured) should Developers fail to pay the SIR or deductible requirements. The amount of the SIR or deductible is subject to the approval of the City Attorney and the Finance Director. Developers understand and agree that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Developers as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Developers’ behalf upon the Developers’ failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Developers for breach of this Agreement in addition to any other damages incurred by City due to the breach.

12. **NOTICES.** All communications to either Party by the other Party must be deemed made when received by such Party at its respective name and address, as follows:

City: City of Bellflower
16600 Civic Center Drive
Bellflower, California 90706
Attention: Mr. Jim DellaLonga, Director of Economic Development
Email: jdellalonga@bellflower.org

Gardening At Night, LLC:

Martin D. Howard
3750 Long Beach Boulevard
Long Beach, CA 90807
Email: mhoward@howardcdm.com

Prell Bellflower, LLC:

Coby Sonenshine, Managing Member
3720 S. Susan, Ste. 120
Santa Ana, CA 92704
Email: coby@prellgroup.com

Any such written communications by mail must be conclusively deemed to have been received by the addressee five days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above.

13. **MUNICIPAL POWERS.** Nothing in this Agreement is intended to, nor can it, act as a limitation on City's present or future exercise of municipal powers in accordance with the California Constitution and applicable law. The Parties understand and agree that nothing in this Agreement commits City to any approval of any project. Any application for a project approval must be filed by the Developers in accordance with applicable law; is subject to the California Environmental Quality Act; and must be approved by the City Council in its absolute legislative discretion.

14. **ASSIGNMENT.** This Agreement cannot be assigned by Developers without City Manager's prior written approval in his sole, absolute and unfettered discretion, except that approval must not be required for a wholly-owned successor-in-interest formed, owned, and operated by Developers for the express purpose of fulfilling the obligations set forth in this Agreement.

15. **INTERPRETATION/VENUE.** This Agreement and its performance will be governed, interpreted, construed and regulated by the laws of the State of California. Exclusive venue for any action arising from this Agreement will be in Los Angeles County Superior Court.

16. **EXCLUSIVE REMEDY.** Declaratory and injunctive relief and specific performance must be the sole remedies available to the Parties and each Party understands and agrees that it cannot seek damages of any nature or type against the other Party except City can seek damages for any physical harm caused to the Negotiation Site by Developers, as further described in Section 8(A).

17. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the Parties as to the matters covered in this Agreement. There are no other understandings, terms or other agreements expressed or implied, oral or written.

18. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

19. **COVENANT AGAINST DISCRIMINATION.** Developers cannot discriminate against nor segregate, any person, or group of persons, on account of sex, race, color, age, marital status, religion, handicaps, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Negotiation Site, nor must Developers establish or permit any such practice or practices of discrimination or segregation in the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Negotiation Site.

20. **CONSTRUCTION.** This Agreement must be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction

against the Party preparing this Agreement. This Agreement supersedes any prior understanding or written or oral agreements between the Parties hereto respecting the subject matter and

21. contains the entire understanding between the Parties with respect thereto. This Agreement is the result of negotiations between the Parties who are each represented an attorney. This Agreement must be interpreted as though it was jointly drafted by the Parties, and it must not be construed against a Party based upon the Party that drafted any particular section, phrase or word of the Agreement.
22. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. Any such amendment must be approved by City Council.
23. **COUNTERPARTS.** This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.
24. **FORCE MAJEURE.** Performance by either Party (who is not otherwise in uncured default) must not be deemed to be in default and the Term must be extended where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, supernatural causes acts of the public enemy, terrorism, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions on priority, unusually severe weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplies, acts of the other Party, or any other causes beyond the reasonable control or without fault of the Party claiming extension of time to perform. Notwithstanding the foregoing, inability to secure satisfactory financing or market and economic conditions must not entitle Developers to an extension of time to perform. An extension of time for any such cause must be for the period of the enforced delay and must commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within twenty (20) days of knowledge of the commencement of the cause.

CITY OF BELLFLOWER, a
general law city and municipal
corporation.

By: [Signature]
Jeffrey L. Stewart, City
Manager

Date: 4/1/16

Attest:

[Signature]
Mayra Ochiuti, City Clerk

APPROVED AS TO FORM:

[Signature]
Karl H. Berger, City Attorney

GARDENING AT NIGHT, LLC

By: _____
Martin D. Howard

Its: _____

PRELL BELLFLOWER, LLC

By: [Signature]
Coby Sonenshine

Its: Managers Name

CITY OF BELLFLOWER, a
general law city and municipal
corporation.

By: [Signature]
Jeffrey L. Stewart, City
Manager

Date: 4/9/19

GARDENING AT NIGHT, LLC

By: [Signature]
Martin D. Howard

Its: MANAGING MEMBER

PRELL BELLFLOWER, LLC

By: _____
Coby Sonenshine

Its: _____

Attest:

Mayra Ochiqi, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

ATTACHMENT E

ABC Correspondence and ABC Map of
Alcohol Licenses

Department of Alcoholic Beverage Control

State of California
Edmund G. Brown Jr., Governor

INFORMATION AND INSTRUCTIONS -

SECTION 23958.4 B&P

- Instructions This form is to be used for all applications for original issuance or premises to premises transfer of licenses.
- Part 1 is to be completed by an ABC employee, given to applicant with pre-application package, with copy retained in holding file or applicant's district file.
 - Part 2 is to be completed by the applicant, and returned to ABC.
 - Part 3 is to be completed by the local governing body or its designated subordinate officer or body, and returned to ABC.

PART 1 - TO BE COMPLETED BY ABC

1. APPLICANT'S NAME

2. PREMISES ADDRESS (Street number and name, city, zip code)

17434 BELLEFLOWER BLVD

3. LICENSE TYPE

21, 23, 47, 74

4. TYPE OF BUSINESS

- | | | | |
|---|--|--|--|
| <input checked="" type="checkbox"/> Full Service Restaurant | <input type="checkbox"/> Hofbrau/Cafeteria | <input type="checkbox"/> Cocktail Lounge | <input type="checkbox"/> Private Club |
| <input type="checkbox"/> Deli or Specialty Restaurant | <input type="checkbox"/> Comedy Club | <input type="checkbox"/> Night Club | <input type="checkbox"/> Veterans Club |
| <input type="checkbox"/> Cafe/Coffee Shop | <input type="checkbox"/> Brew Pub | <input type="checkbox"/> Tavern: Beer | <input type="checkbox"/> Fraternal Club |
| <input type="checkbox"/> Bed & Breakfast: | <input type="checkbox"/> Theater | <input type="checkbox"/> Tavern: Beer & Wine | <input type="checkbox"/> Wine Tasting Room |
| <input type="checkbox"/> Wine only <input type="checkbox"/> All | | | |
| <input type="checkbox"/> Supermarket | <input type="checkbox"/> Membership Store | <input type="checkbox"/> Service Station | <input type="checkbox"/> Swap Meet/Flea Market |
| <input type="checkbox"/> Liquor Store | <input type="checkbox"/> Department Store | <input type="checkbox"/> Convenience Market | <input type="checkbox"/> Drive-In Dairy |
| <input type="checkbox"/> Drug/Variety Store | <input type="checkbox"/> Florist/Gift Shop | <input type="checkbox"/> Convenience Market w/Gasoline | |
| <input type="checkbox"/> Other - describe: | | | |

5. COUNTY POPULATION

105,413

6. TOTAL NUMBER OF LICENSES IN COUNTY

3040

- On-Sale Off-Sale

7. RATIO OF LICENSES TO POPULATION IN COUNTY

0.028

8. CENSUS TRACT NUMBER

5544105

9. NO. OF LICENSES ALLOWED IN CENSUS TRACT

23

- On-Sale Off-Sale

10. NO. OF LICENSES EXISTING IN CENSUS TRACT

23

11. IS THE ABOVE CENSUS TRACT OVERCONCENTRATED WITH LICENSES? (i.e., does the ratio of licenses to population in the census tract exceed the ratio of licenses to population for the entire county?)
- Yes, the number of existing licenses exceeds the number allowed
- No, the number of existing licenses is lower than the number allowed

12. DOES LAW ENFORCEMENT AGENCY MAINTAIN CRIME STATISTICS?

- Yes (Go to item #13) No (Go to item #20)

13. CRIME REPORTING DISTRICT NUMBER

1375

14. TOTAL NUMBER OF REPORTING DISTRICTS

9

15. TOTAL NUMBER OF OFFENSES IN ALL REPORTING DISTRICTS

4100

16. AVERAGE NO. OF OFFENSES PER DISTRICT

455.6

17. 120% OF AVERAGE NUMBER OF OFFENSES

546.7

18. TOTAL NUMBER OF OFFENSES IN REPORTING DISTRICT

1228

19. IS THE PREMISES LOCATED IN A HIGH CRIME REPORTING DISTRICT? (i.e., has a 20% greater number of reported crimes than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency?)

- Yes, the total number of offenses in the reporting district equals or exceeds the total number in item #17
- No, the total number of offenses in the reporting district is lower than the total number in item #17

20. CHECK THE BOX THAT APPLIES (check only one box)

- a. If "No" is checked in both item #11 and item #19, Section 23958.4 B&P does not apply to this application, and no additional information will be needed on this issue. Advise the applicant to bring this completed form to ABC when filing the application.
- b. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for a non-retail license, a retail bona fide public eating place license, a retail license issued for a hotel, motel or other lodging establishment as defined in Section 23503.16(b) B&P, or a retail license issued in conjunction with a beer manufacturer's license, or winegrower's license, advise the applicant to complete Section 2 and bring the completed form to ABC when filing the application or as soon as possible thereafter.
- c. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for an off-sale beer and wine license, an off-sale general license, an on-sale beer license, an on-sale beer and wine (public premises) license, or an on-sale general (public premises) license, advise the applicant to take this form to the local governing body or its designated subordinate officer or body to have them complete Section 3. The completed form will need to be provided to ABC in order to process the application.

for on-sale
for off-sale

Governing Body/Designated Subordinate Name:

FOR DEPARTMENT USE ONLY
PREPARED BY (Name of Department Employee)



California Department of Alcoholic Beverage Control

Active On-Sale Retail Licenses

For the Census Tract of 5544.05

Report as of: 08/22/2018

Save As CSV

Total Licenses: 7

Page 1 of 1

Rows Per Page:

Click on column header to sort

	License Number	Status	License Type	Orig. Iss. Date	Expir. Date	Primary Owner	Business Name	Premises Addr.	Geo Code
1	11966	ACTIVE	51	11/10/1971	06/30/2019	KNIGHTS OF COLUMBUS MARY HLP OF CHR	KNIGHTS OF COLUMBUS MARY HELP OF CHRISTIANS	9847 ARTESIA BLVD BELLFLOWER, CA 90706 Census Tract: 5544.05	1907
2	33154	ACTIVE	51	06/02/1965	04/30/2019	EAGLES LODGE BELLFLOWER AERIE 2743	EAGLES LODGE	9816 CEDAR ST BELLFLOWER, CA 90706 Census Tract: 5544.05	1907
3	183190	ACTIVE	40	01/28/1986	10/31/2018	CAMPISI, DANA		10043 ARTESIA PL BELLFLOWER, CA 90706 Census Tract: 5544.05	1907
4	185728	ACTIVE	41	04/26/1986	06/30/2019	MARINO, THOMAS J	MARINOS ITALIAN RESTAURANT	17116-17126 BELLFLOWER BLVD BELLFLOWER, CA 90706 Census Tract: 5544.05	1907
5	232371	ACTIVE	41	06/30/1999	01/31/2019	C G P MANAGEMENT CO	CHRIS & PITTS	9839 ARTESIA BLVD BELLFLOWER, CA 90706-6711 Census Tract: 5544.05	1907
6	401878	ACTIVE	41	08/22/2003	07/31/2019	BMW MANAGEMENT INC	SIZZLER RESTAURANT 083	10153 ARTESIA BLVD BELLFLOWER, CA 90706 Census Tract: 5544.05	1907
7	408853	ACTIVE	40	03/15/2004	02/28/2019	DC BELLFLOWER LLC	MINGS RESTAURANT	17812 BELLFLOWER BLVD BELLFLOWER, CA 90706 Census Tract: 5544.05	1907



California Department of Alcoholic Beverage Control

Active Off-Sale Retail Licenses

For the Census Tract of 5544.05

Report as of: 08/22/2018

Save As CSV

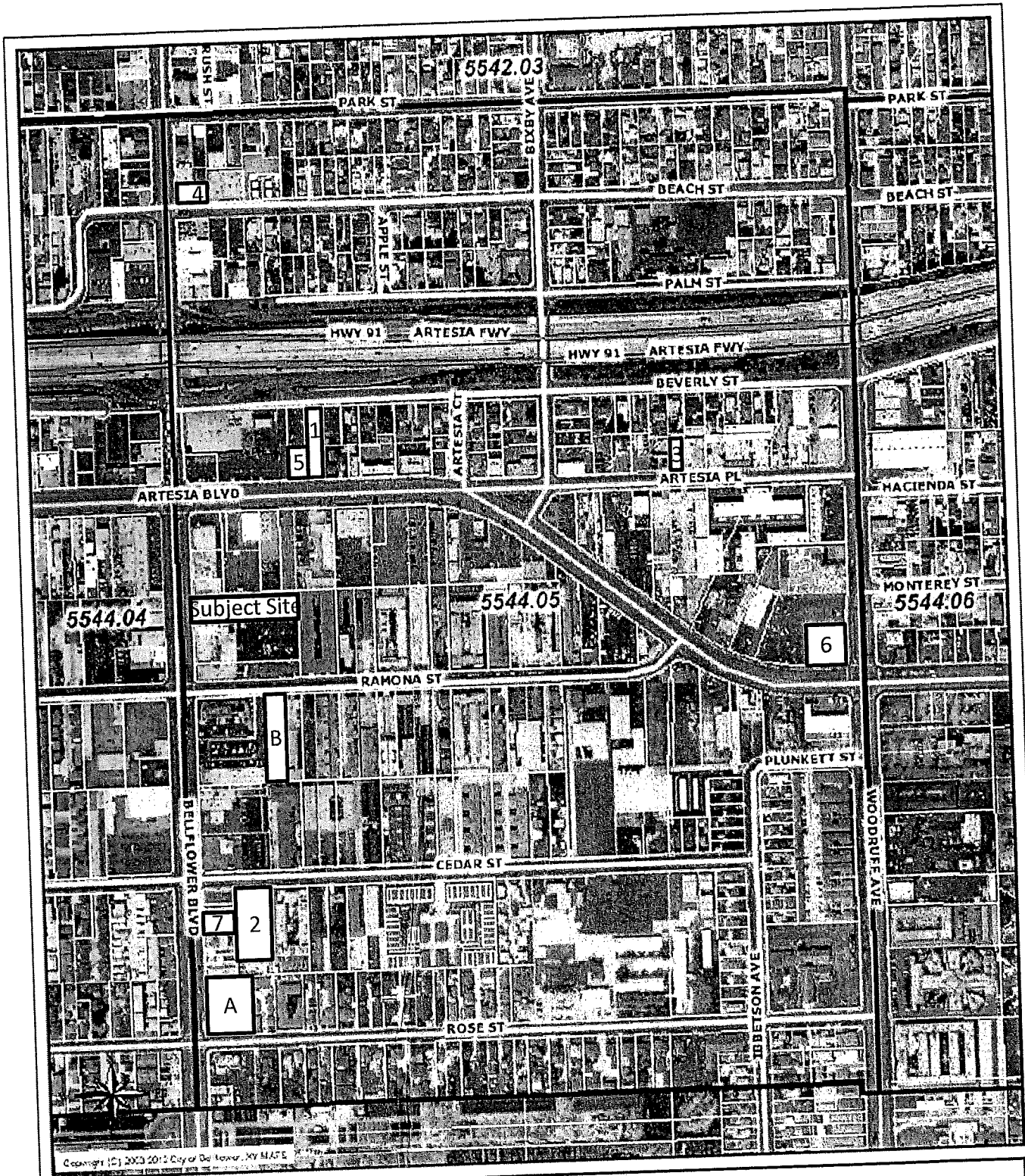
Rows Per Page: 25 Reload

Total Licenses: 2

Page 1 of 1

Click on column header to sort

	License Number	Status	License Type	Orig. Iss. Date	Expir. Date	Primary Owner	Business Name	Premises Addr.	Geo Code
1	377512	ACTIVE	21	07/25/2001	06/30/2019	CHUNG, MI KYUNG	FRONTIER LIQUOR	17852 BELLFLOWER BLVD BELLFLOWER, CA 90706 Census Tract: 5544.05	1907
2	519712	ACTIVE	20	04/12/2012	06/30/2019	7 ELEVEN INC	7 ELEVEN STORE 2174 33283A	17620 BELLFLOWER BLVD, STE B112 BELLFLOWER, CA 90706 Census Tract: 5544.05	1907

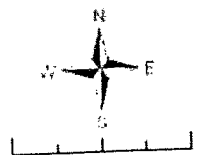


Copyright (C) 2003-2012 City of Bellflower, Ky MAGE



Alcohol License Concentration

Census Tract No. 5544.05



Scale: 1 in = 469 ft
Printed 9/12/2018

- 1. Knights of Columbus
- 5. Chris & Pitts

Off-Site Alcohol Licenses

- A. Frontier Liquor

- 2. Eagle's Lodge
- 6. Sizzler

- B. 7 Eleven Inc.

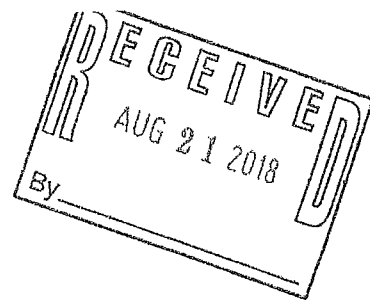
- 3. Bachelor Button
- 7. Mings Restaurant

- 4. Marino's Italian Restaurant

ATTACHMENT F

Project Documents Submitted by Applicant

Conditional Use Permit Application
17434 Bellflower Blvd (The Exchange).



Project Description/Request:

The Exchange (the former location of JC Penny) is located 17434 Bellflower Blvd just south of the 91 freeway. The building is in the early planning stages of a complete restoration/renovation that will include the opening up of the front façade of the building to provide a more inviting and pedestrian friendly environment and street presence. As part of that renovation approximately 8,000 - 10,000sf of the ground level retail will be adapted to allow for an open space/event area containing potentially a Craft Brewery and Distillery, Coffee Roastery and Commercial Kitchen to provide a unique local and regional destination. The current request is for the approval of a conditional use permit to allow the on-site and off-site sale of alcohol. The hours of operation would be Sunday through Thursday 11:00am to 12:00am (midnight) and Friday through Saturday 11:00am to 1:00am. Anticipated tenants are Craft Breweries and Craft Distilleries. The Alcohol License types would be a Type 21 – Off Sale General, Type 23 – Small Beer Manufacturer, a Type 47 – On Sale General-Eating place and a Type 74 - Craft Distillery. The Craft Distillery is a new California license that allows limited tastings of the distiller's products on site and the sale of up to 3-750ml bottles per customer per day.

Entitlement Justification:

The property is located in the South Bellflower Commercial (Design for Development - DFD) area located just south of the 91 Freeway. It is the City's Master Plan in the South Bellflower Commercial area to promote high sales tax generating retail uses that take advantage of the proximity and visibility to the freeway. Such uses include, community serving commercial including restaurants, regional retail uses, banquet/event spaces as well as offices (located on the 2nd level or above). The vision for the ground floor area at the "Exchange" is to create an environment with the establishment of a Craft Brewery/Distillery concept combined with a Coffee Roastery and Commercial Kitchen that would be destination with uses servicing not only the direct community but the regional area that would take advantage of its location, visibility and proximity to the major arterials and freeway. It would provide a unique gathering space environment along with event hosting opportunities.

The subject businesses would generate additional sales tax revenue to the City due to the sales of food and alcoholic beverages and also the additional foot and vehicular traffic drawn to the neighboring businesses. The redevelopment and redesign of the facade of the property would improve a currently underutilized and dilapidated property and be the impetus for the revitalization of the other neighboring buildings, one of the goals outlined in the DFD. The goal would be for the property to become an anchor for the extension of the downtown area to south of the freeway and provide a continuation of the Master Plan goal to grow the commercial, entertainment, social and civic uses currently being promoted on the north side of the freeway.

We would appreciate the Planning Commission's careful review and consideration of this conditional use permit request and look forward to a favorable response. Should you have any questions or comments, please contact me directly at (562) 304-1400.

CU SUBMITTAL BELLFLOWER EXCHANGE

17434 BELLFLOWER BOULEVARD
BELLFLOWER, CA 90706
A PROJECT FOR:
HOWARD CDM



165 West Park Ct.
Ft. Lauderdale, FL 33309
Tel: 754.346.1111



LEGAL DESCRIPTION

ADDRESS: PARCEL 1, LOTS 451-454
SITuated IN THE COUNTY OF LOS ANGELES, CITY OF BELLFLOWER, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:
LOT 454, 454, 454, AND 454, OF PARCELS 1, LOTS 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

RELEVANT CODES

- MUNICIPAL BUILDING CODE SECTION 12.04.01
- CALIFORNIA ELECTRICAL CODE SECTION 90
- CALIFORNIA MECHANICAL CODE SECTION 90
- CALIFORNIA PLUMBING CODE SECTION 90
- CALIFORNIA FIRE CODE SECTION 90
- CALIFORNIA ENERGY CODE SECTION 90
- CALIFORNIA GREEN BUILDING STANDARDS SECTION 90

PARKING SUMMARY

TYPE	SPACES	REMARKS
THAT BELFLOWER	10	REQUIREMENT
THAT BELFLOWER	10	REQUIREMENT
THAT BELFLOWER	10	REQUIREMENT
THAT BELFLOWER	10	REQUIREMENT
THAT BELFLOWER	10	REQUIREMENT
THAT BELFLOWER	10	REQUIREMENT
THAT BELFLOWER	10	REQUIREMENT
THAT BELFLOWER	10	REQUIREMENT
THAT BELFLOWER	10	REQUIREMENT
THAT BELFLOWER	10	REQUIREMENT

PROJECT SUMMARY

NO.	DESCRIPTION	UNIT	AMOUNT	TOTAL
1	FLOOR AREA	SQ FT	10,000	10,000
2	FLOOR AREA	SQ FT	10,000	10,000
3	FLOOR AREA	SQ FT	10,000	10,000
4	FLOOR AREA	SQ FT	10,000	10,000
5	FLOOR AREA	SQ FT	10,000	10,000
6	FLOOR AREA	SQ FT	10,000	10,000
7	FLOOR AREA	SQ FT	10,000	10,000
8	FLOOR AREA	SQ FT	10,000	10,000
9	FLOOR AREA	SQ FT	10,000	10,000
10	FLOOR AREA	SQ FT	10,000	10,000

GROSS BUILDING AREA

LEVEL	AREA	PERCENTAGE
LEVEL 1	10,000	100%
LEVEL 2	10,000	100%
LEVEL 3	10,000	100%
LEVEL 4	10,000	100%
LEVEL 5	10,000	100%
LEVEL 6	10,000	100%
LEVEL 7	10,000	100%
LEVEL 8	10,000	100%
LEVEL 9	10,000	100%
LEVEL 10	10,000	100%

PLUMBING CALCULATION

LEVEL	TYPE	AMOUNT	PERCENTAGE
LEVEL 1	TYPE 1	10,000	100%
LEVEL 2	TYPE 2	10,000	100%
LEVEL 3	TYPE 3	10,000	100%
LEVEL 4	TYPE 4	10,000	100%
LEVEL 5	TYPE 5	10,000	100%
LEVEL 6	TYPE 6	10,000	100%
LEVEL 7	TYPE 7	10,000	100%
LEVEL 8	TYPE 8	10,000	100%
LEVEL 9	TYPE 9	10,000	100%
LEVEL 10	TYPE 10	10,000	100%

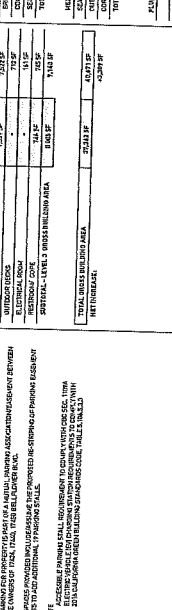
SHEET INDEX

NO.	TITLE	DATE
1	COVER SHEET	10/15/11
2	GENERAL NOTES	10/15/11
3	PLUMBING CALCULATION	10/15/11
4	PLUMBING SYMBOLS	10/15/11
5	PLUMBING SCHEDULES	10/15/11
6	PLUMBING DETAILS	10/15/11
7	PLUMBING SPECIFICATIONS	10/15/11
8	PLUMBING CONTRACT DOCUMENTS	10/15/11
9	PLUMBING SUBMITTALS	10/15/11
10	PLUMBING AS-BUILTS	10/15/11

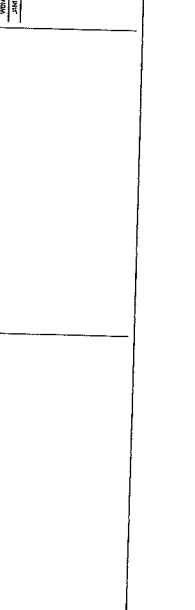
DIRECTORY

- ARCHITECT OF RECORD
HOWARD CDM
165 WEST PARK CT.
FT. LAUDERDALE, FL 33309
TEL: 754.346.1111
- PLANNING DEPARTMENT
CITY OF BELLFLOWER, CALIFORNIA
17434 BELLFLOWER BOULEVARD
BELLFLOWER, CA 90706
TEL: 562.949.1434
- BUILDING DEPARTMENT
CITY OF BELLFLOWER, CALIFORNIA
17434 BELLFLOWER BOULEVARD
BELLFLOWER, CA 90706
TEL: 562.949.1434
- PUBLIC WORKS
CITY OF BELLFLOWER, CALIFORNIA
17434 BELLFLOWER BOULEVARD
BELLFLOWER, CA 90706
TEL: 562.949.1434
- LOS ANGELES COUNTY FIRE DEPT.
LOS ANGELES COUNTY FIRE AUTHORITY
100 SOUTH MAIN STREET
LOS ANGELES, CA 90012
TEL: 213.873.8111

AREA MAP WITH PHOTO



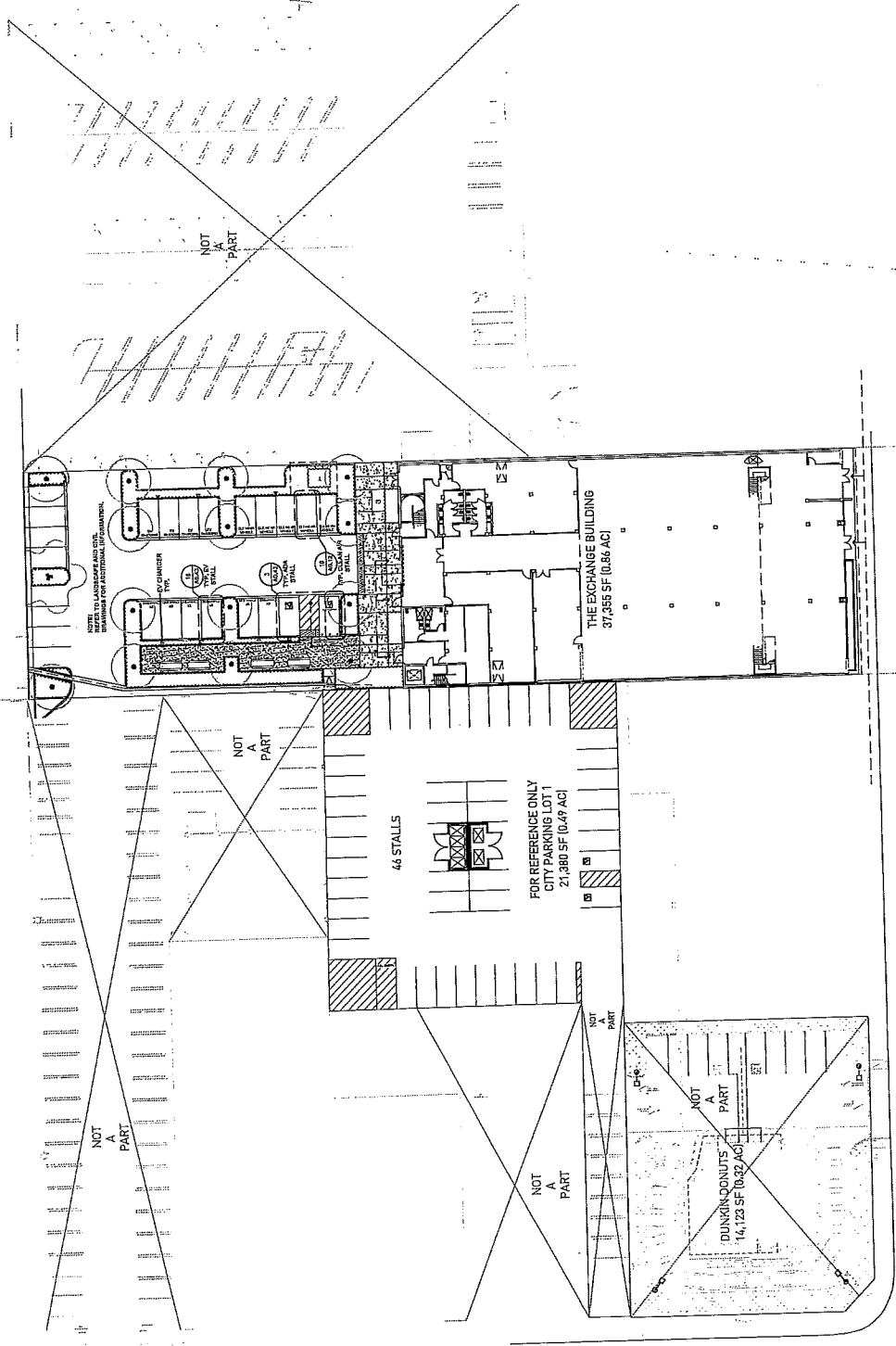
AREA MAP



PHOTO



Bellflower Blvd.



Ramona Street

SITE PLAN 1

PERMIT SUBMITTAL: 10/03/18

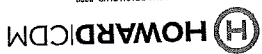
A0.50

SITE PLAN

Project Number: 17-227

REVISION	DATE	BY	REVISION

BELFLOWER EXCHANGE
1742A BELFLOWER BLVD
BELLFLOWER, CA 97004



2740 LONG BEACH BLVD. #200
LONG BEACH, CA 90807



David A. Weis
Professional Engineer
State of California
No. 76529
Civil





1500 WOODLAND BLVD
SUITE 400
IRVINE, CA 92614
TEL: 949.450.8800
WWW.STUDIOLEEVEN.COM



PPM
PRECISION PROPERTY
MEASUREMENTS
3526 E. PACIFIC COAST
HIGHWAY 2ND FLOOR
LONG BEACH, CA 90804
TEL: 562.521.1500
WWW.PPMCA.NET

A BETTER PLAN
PROPERTY CO.

HOWARD CDM

PROJECT TYPE

FLOOR PLAN

PROJECT NAME

BELFLOWER BOULEVARD PROJECT

PROJECT ADDRESS

1746 BELFLOWER BOULEVARD
STANFORD, CA 94306

SCALE

1/4" = 1'-0"

PROJECT NUMBER

15949

DATE

1/26/17

SHEET NUMBER

1 of 9



LEGEND

--- EXISTING FOUNDATION

--- EXISTING WALLS

--- EXISTING DOORS

--- EXISTING WINDOWS

--- EXISTING STAIRS

--- EXISTING ROOF

--- EXISTING ELEVATIONS

--- EXISTING FINISHES

--- EXISTING UTILITIES

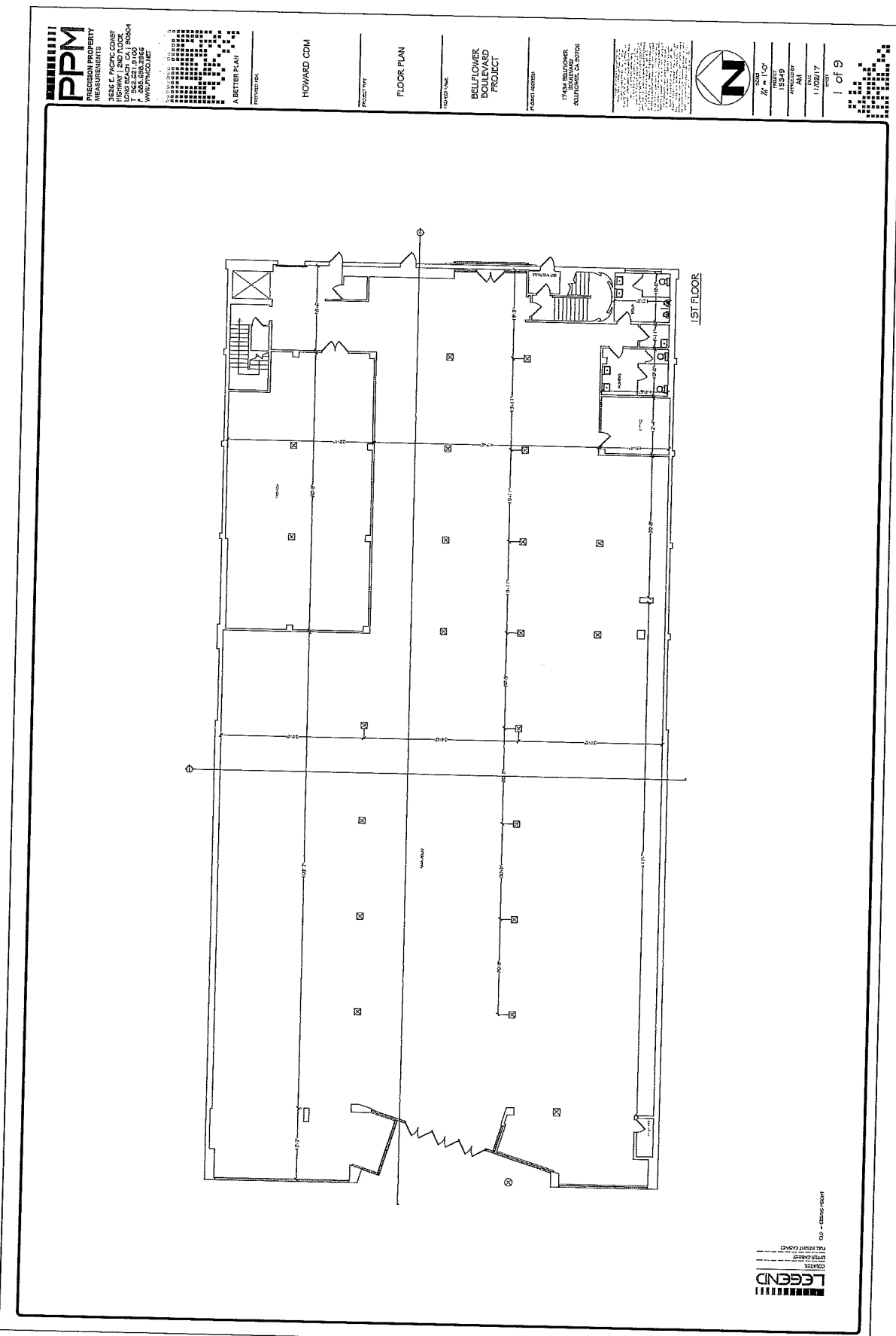
--- EXISTING STRUCTURE

--- EXISTING ROOF

--- EXISTING ELEVATIONS

--- EXISTING FINISHES

--- EXISTING UTILITIES



HOWARD CDM
2750 LONG BEACH BLVD, #200
LONG BEACH, CA 90807

BELFLOWER EXCHANGE
1746 BELFLOWER BLVD
STANFORD, CA 94306

DATE	1/26/17
PROJECT	15949
CLIENT	AM
DRAWN BY	AM
CHECKED BY	AM
DATE	1/26/17
SCALE	1/4" = 1'-0"
SHEET NUMBER	1 of 9
PROJECT NUMBER	15949
PROJECT NAME	BELFLOWER BOULEVARD PROJECT
PROJECT ADDRESS	1746 BELFLOWER BOULEVARD STANFORD, CA 94306
PROJECT TYPE	FLOOR PLAN
PREPARED BY	HOWARD CDM
PROVIDED BY	A BETTER PLAN PROPERTY CO.

EXISTING FLOOR PLAN LEVEL 1

FOR REFERENCE ONLY | 1

A0.60



NO.	DATE	DESCRIPTION	BY	CHECKED

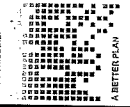
Project Number: 17-229

EXISTING
FLOOR PLAN
LEVEL 3

A0.62



PRECISION PROPERTY MEASUREMENTS
1552 S. PACIFIC COAST
LONG BEACH, CA 90804
TEL: 562.584.3800
WWW.PPMCONSET.COM



A BETTER PLAN
FOR BETTER PCS

HOWARD COM
PROJECT NAME

FLOOR PLAN

BELLFLOWER BOULEVARD PROJECT
PROJECT NAME

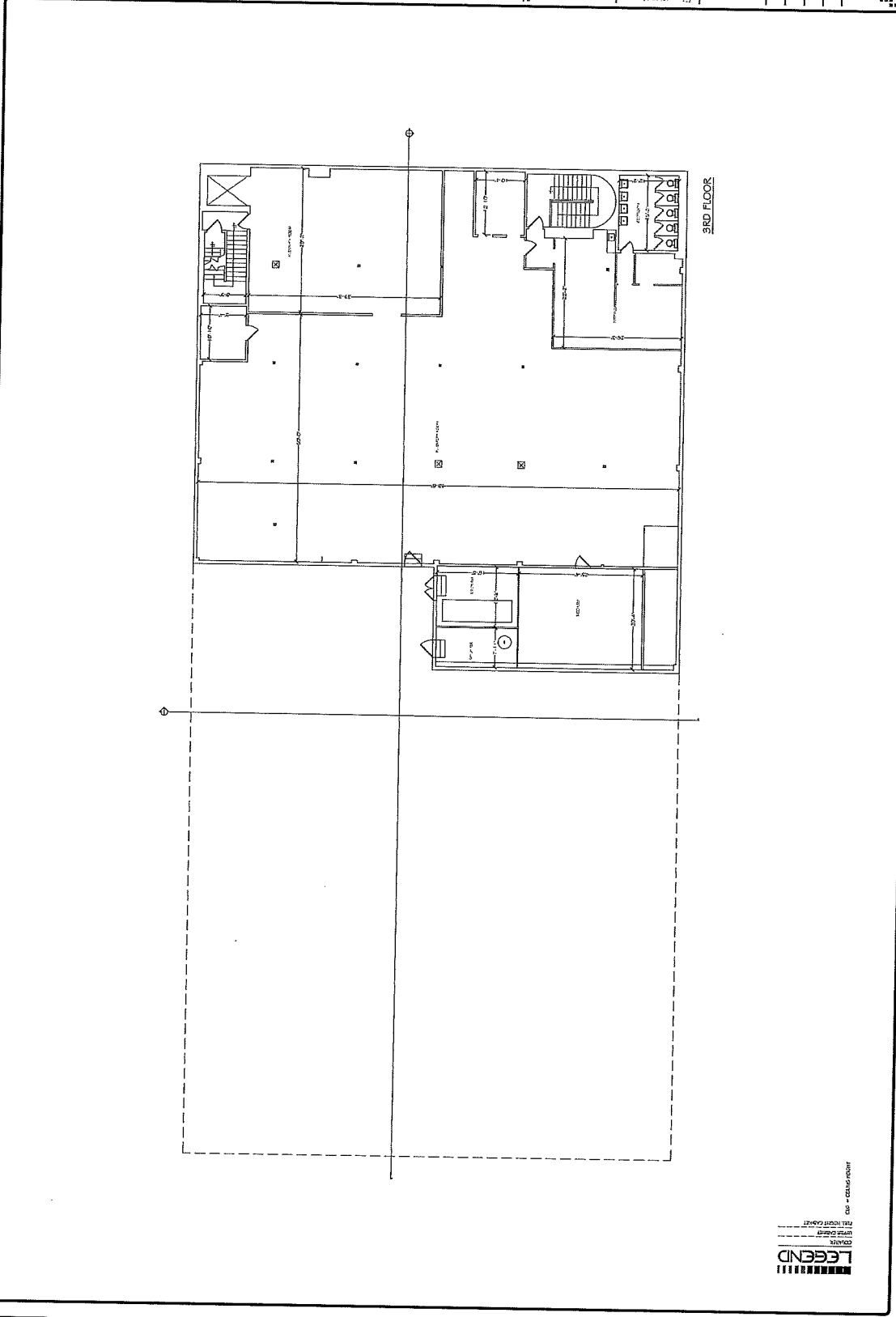
17424 INDUSTRIAL BOULEVARD
REDON, CALIFORNIA 94588
PROJECT NUMBER

NOTES:
1. ALL DIMENSIONS SHOWN ARE IN FEET AND INCHES.
2. UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE TO FACE.
3. SEE ARCHITECTURAL PLAN FOR FINISHES.
4. SEE STRUCTURAL PLAN FOR ALL STRUCTURAL REQUIREMENTS.
5. SEE MECHANICAL AND ELECTRICAL PLANS FOR ALL MECHANICAL AND ELECTRICAL REQUIREMENTS.
6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.



SCALE
AS SHOWN
DATE
1/10/17

3 of 9





315 S. GARDEN
LOS ANGELES, CA 90007
TEL: 213.631.0303
WWW.STUDIOELEVEN.COM



2795 LONG BEACH BLVD., #300
LONG BEACH, CA 90807

BELFLOWER EXCHANGE
1724 BELFLOWER BLVD.
BELFLOWER, CA 94702

PROJECT	
DATE	
SCALE	
SHEET NO.	
TOTAL SHEETS	
PROJECT NUMBER	17-229

EXISTING
RCP
LEVEL 1

A0.63

PPM
PROJECT PERFORMANCE
MEASUREMENTS
3000 S. PACIFIC COAST
HIGHWAY | 2ND FLOOR
LOS ANGELES, CA 90004
TEL: 323.451.9100
WWW.PPM.COM



A B C D E F G H I J
1 2 3 4 5 6
A B C D E F G H I J
1 2 3 4 5 6

HOWARD CDM

REFLECTED
CEILING PLAN

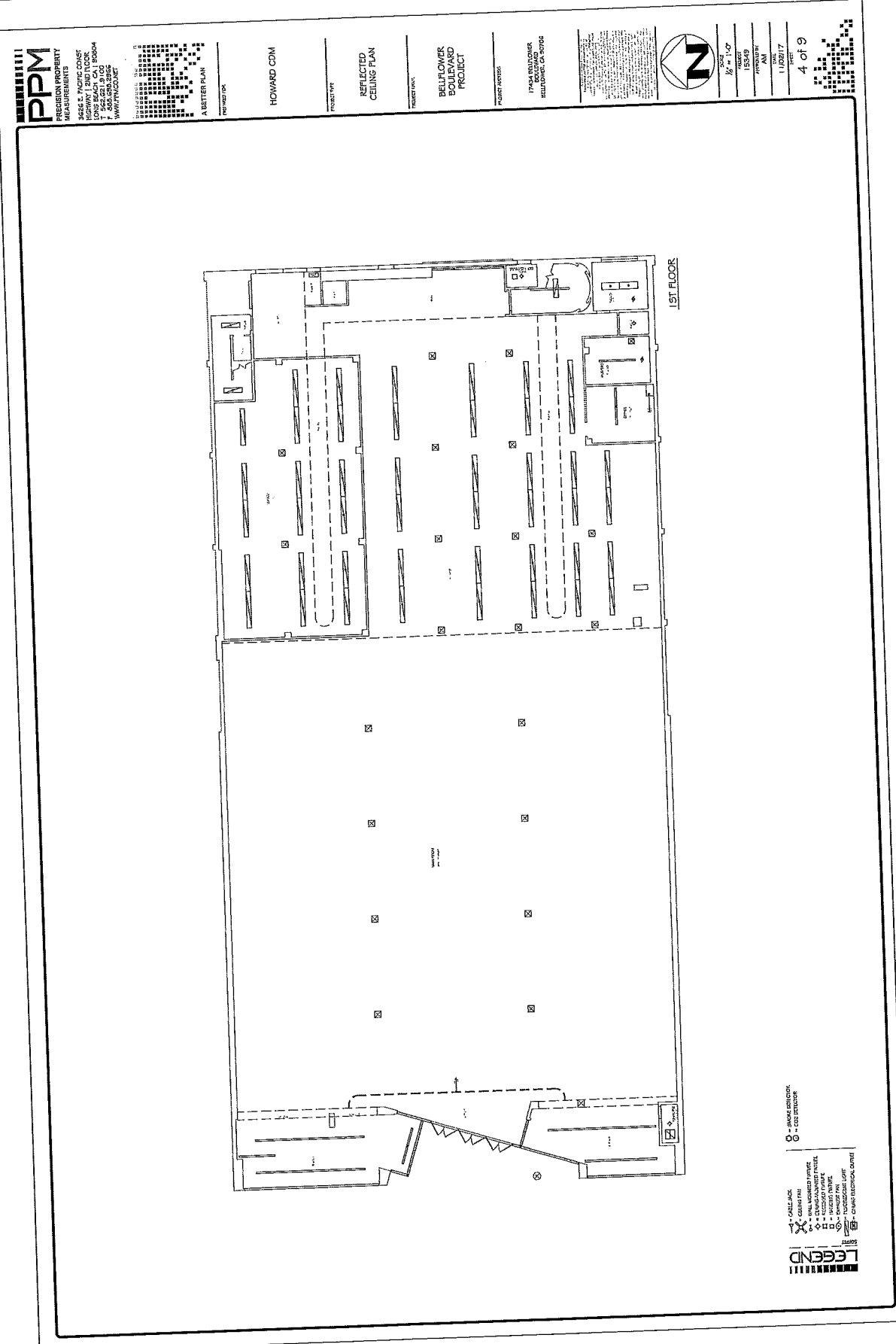
BELFLOWER
BOULEVARD
PROJECT

174 BELFLOWER BLVD
BELFLOWER, CA 94702



SCALE: 1/8" = 1'-0"
PROJECT: 15E49
DATE: 1/10/2017
BY: AN

4 of 9



FOR REFERENCE ONLY | 1

LEGEND

- - 6" DIA. COLUMN
- - 12" X 12" COLUMN
- - 8" DIA. COLUMN
- - 10" DIA. COLUMN
- - 12" DIA. COLUMN
- - 14" DIA. COLUMN
- - 16" DIA. COLUMN
- - 18" DIA. COLUMN
- - 20" DIA. COLUMN
- - 24" DIA. COLUMN
- - 30" DIA. COLUMN
- - 36" DIA. COLUMN
- - 42" DIA. COLUMN
- - 48" DIA. COLUMN
- - 54" DIA. COLUMN
- - 60" DIA. COLUMN
- - 72" DIA. COLUMN
- - 84" DIA. COLUMN
- - 96" DIA. COLUMN
- - 108" DIA. COLUMN
- - 120" DIA. COLUMN
- - 132" DIA. COLUMN
- - 144" DIA. COLUMN
- - 156" DIA. COLUMN
- - 168" DIA. COLUMN
- - 180" DIA. COLUMN
- - 192" DIA. COLUMN
- - 204" DIA. COLUMN
- - 216" DIA. COLUMN
- - 228" DIA. COLUMN
- - 240" DIA. COLUMN
- - 252" DIA. COLUMN
- - 264" DIA. COLUMN
- - 276" DIA. COLUMN
- - 288" DIA. COLUMN
- - 300" DIA. COLUMN



3000 W. 15th St.
Los Angeles, CA 90024
Tel: 310.441.1111
www.studioneleven.com



3790 LONG BEACH BLVD., #200
LONG BEACH, CA 90807

BELFLOWER EXCHANGE
1764 BELFLOWER BLVD
BELFLOWER, CA 90706

DATE	NOV 10 2011
BY	...
CHECKED	...
DATE	...
PROJECT NUMBER	17-229

EXISTING
RCP
LEVEL 2

A0.64

PPM
PRECISION PROPERTY
MEASUREMENTS
3826 E. PACIFIC COAST
LONG BEACH, CA 90804
TEL: 562.596.8200
WWW.PPMCMET.COM



HOWARD CDM

REFLECTED
CEILING PLAN

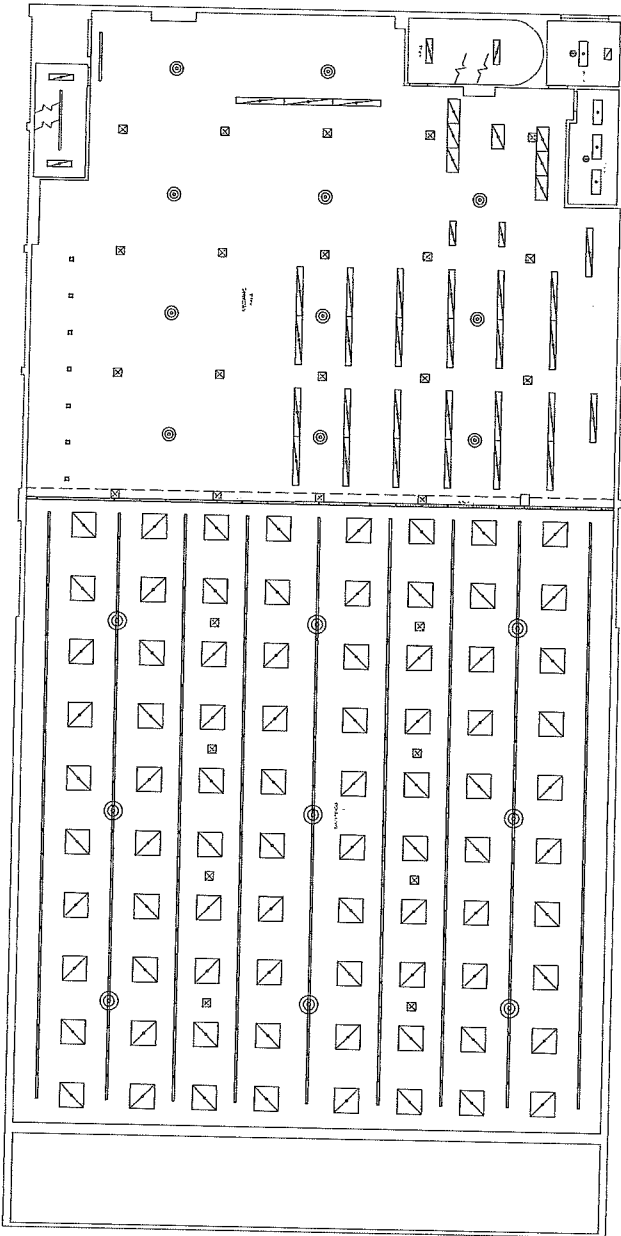
BELFLOWER
BOULEVARD
PROJECT

1764 BELFLOWER BLVD
BELFLOWER, CA 90706



SCALE: 1/8" = 1'-0"
DATE: 11/10/11
PROJECT: 17-229

5 of 9



2ND FLOOR

LEGEND

- = CORE AREA
- = CORE INTERIOR
- = CORE EXTERIOR
- = CHANGE TO EXISTING
- = CHANGE TO NEW
- = CHANGE TO EXISTING
- = CHANGE TO NEW
- = CHANGE TO EXISTING
- = CHANGE TO NEW
- = CHANGE TO EXISTING
- = CHANGE TO NEW

FOR REFERENCE ONLY | 1



316 South St # 2
Pasadena, CA 91107
310.792.1000



3791 LONG BEACH BLVD, #200
LONG BEACH, CA 90804

BELFLOWER EXCHANGE

17354 BELFLOWER BLVD
BELFLOWER, CA 90705

REVISIONS	DATE

EXISTING
RCP
LEVEL 3

Project Number: 17-229

FOR REFERENCE ONLY | 1

A0.65

PPM
PRECISION PROPERTY

17354 BELFLOWER BLVD
BELFLOWER, CA 90705
2ND FLOOR
LONG BEACH, CA 90804
P: 562.454.2500
WWW.PPMCDM.COM



HOWARD CDM

HOWARD CDM

PROJECT TYPE

REFLECTED
CEILING PLAN

PROJECT NAME

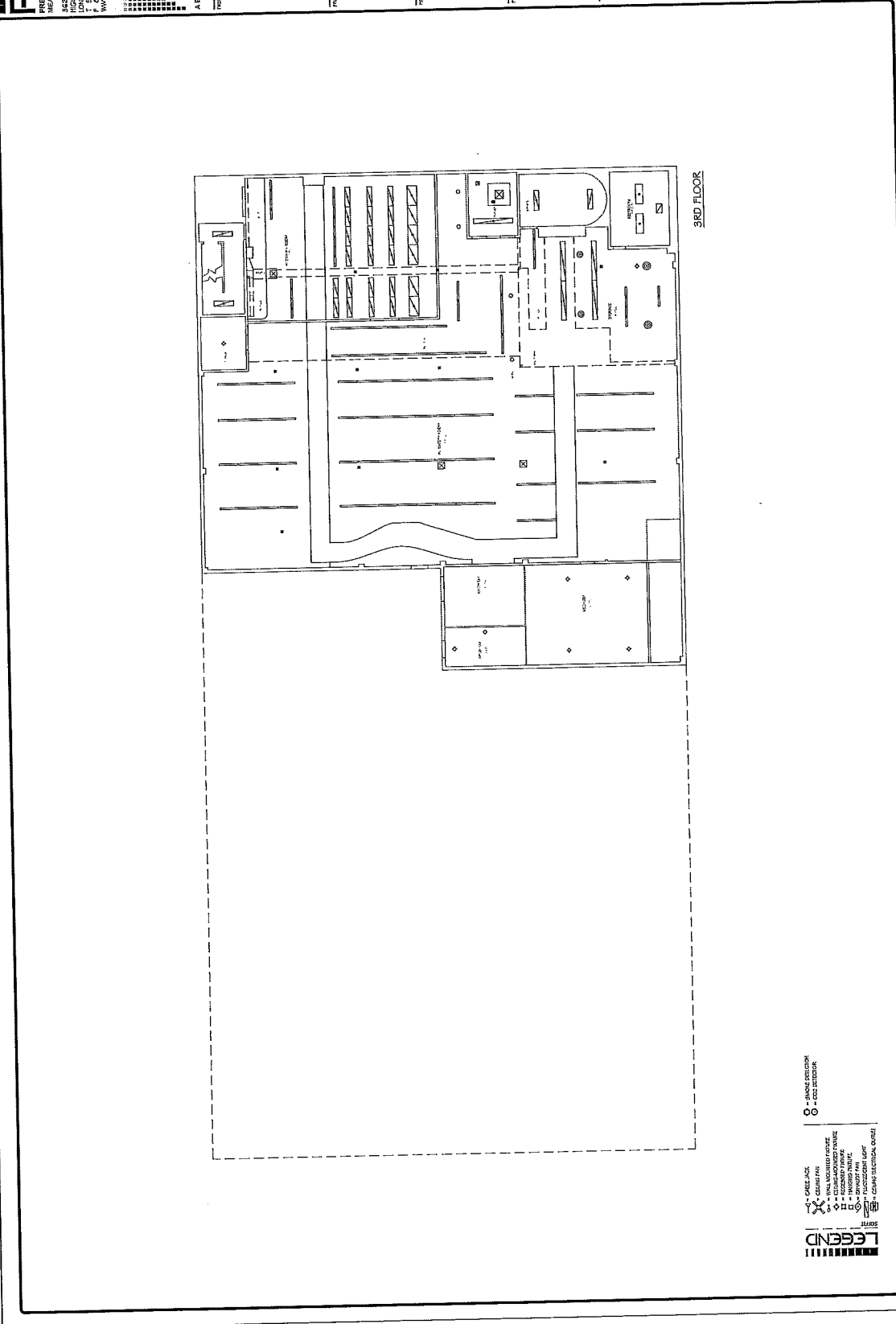
BELLA GIVES
BOULEVARD
PROJECT

PROJECT ADDRESS

17354 BELFLOWER
BLVD, BELFLOWER, CA 90705



SHEET NO. 47
R. NO. 15849
PROJECT NO.
DATE 1/29/17
POST 6 of 9

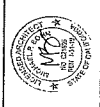


3RD FLOOR

LEGEND	
○	WALL OUTLINE
○	CEILING FIN
○	CONCRETE
○	GLASS JACK
○	2X4 SILL/ROOF FINISH
○	2X8 SILL/ROOF FINISH
○	2X10 SILL/ROOF FINISH
○	2X12 SILL/ROOF FINISH
○	2X14 SILL/ROOF FINISH
○	2X16 SILL/ROOF FINISH
○	2X18 SILL/ROOF FINISH
○	2X20 SILL/ROOF FINISH
○	2X24 SILL/ROOF FINISH



145 West Blvd. #1
Long Beach, CA 90803
www.studioeleven.com



2306 LONG BEACH BLVD., SUITE 200
LONG BEACH, CA 90803

BELLFLOWER EXCHANGE
17524 BELLFLOWER BLVD
BELLFLOWER, CA 90706

Revisions	1
Date	
By	
Checked	
Approved	
Project Number	17-023

EXISTING
ROOF PLAN

A0.66

PPM
PRECISION PROPERTY
MEASUREMENTS
2225 N. RAYBURN COURT
LONG BEACH, CA 90804
T: 562-591-3326
WWW.PPMGO.COM

A BETTER PLAN
HOWARD CDM
PROJECT TYPE

HOWARD CDM
PROJECT TYPE

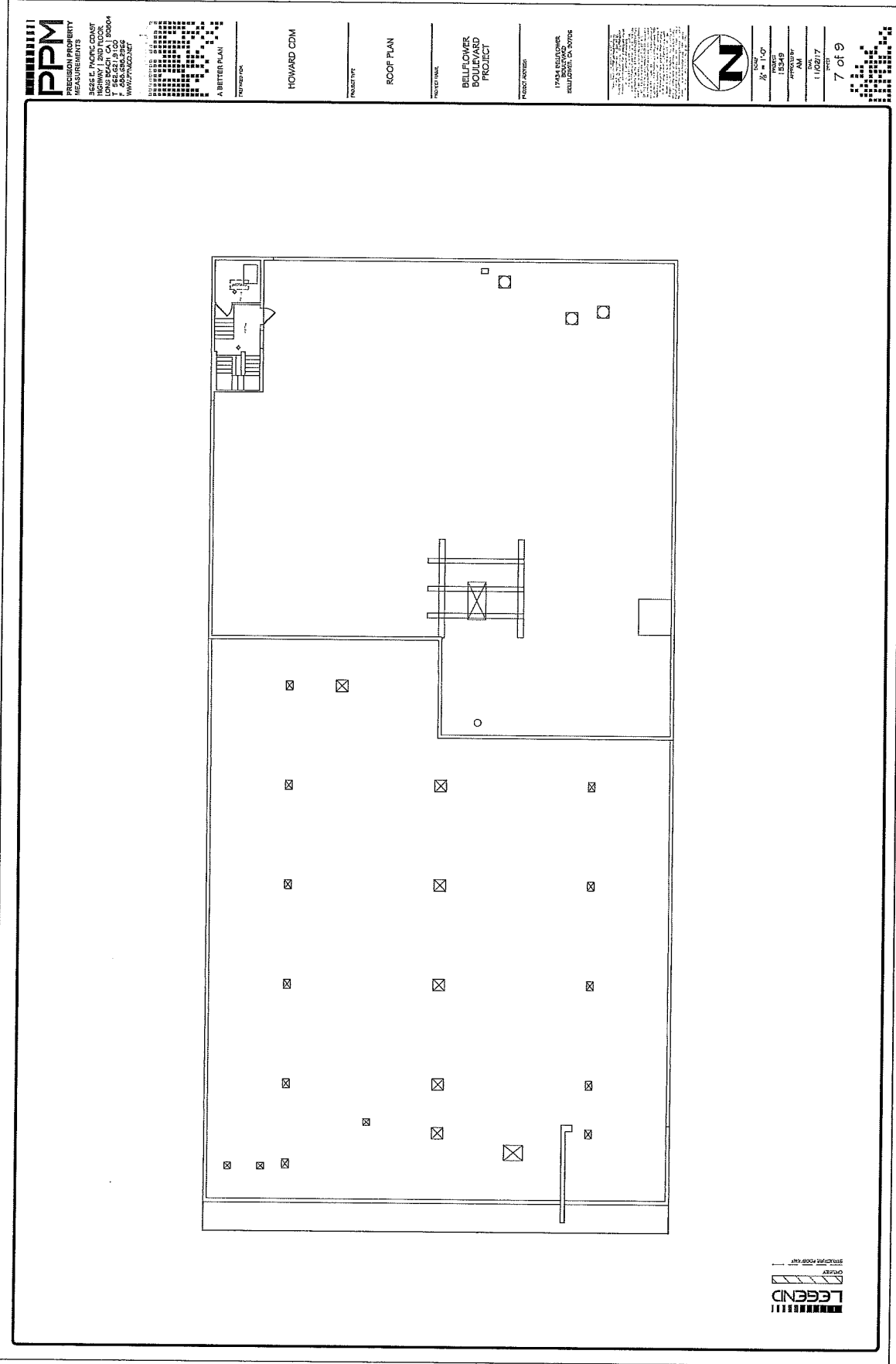
ROOF PLAN

BELLFLOWER
BOULEVARD
PROJECT

PLANNED
SOLUTIONS
17524 BELLFLOWER BLVD
BELLFLOWER, CA 90706



Scale: 1/8" = 1'-0"
Date: 06/29/17
Sheet: 7 of 9



LEGEND

- WALL
- - - - - OTHER
- ▨ EQUIPMENT

FOR REFERENCE ONLY | 1



240 Washington St.
 San Francisco, CA 94102
 415.774.1000
 www.studioneleven.com



2790 LONG BEACH BLVD, #200
 LONG BEACH, CA 90801

BELFLOWER EXCHANGE
 17434 BELFLOWER BLVD
 BELFLOWER, CA 90704

Revised	Date	By

Project Number: 17-229
 EXISTING
 SECTIONS

A0.67



PRECISION PROPERTY MANAGEMENT
 17434 BELFLOWER BLVD
 SUITE 100
 LONG BEACH, CA 90804
 P. 562.426.2656
 WWW.PPMCONTRACT.COM



A BETTER PLAN

HOWARD CDM

PROJECT TYPE

SECTIONS

PROJECT NAME

BELFLOWER
 EXCHANGE
 PROJECT

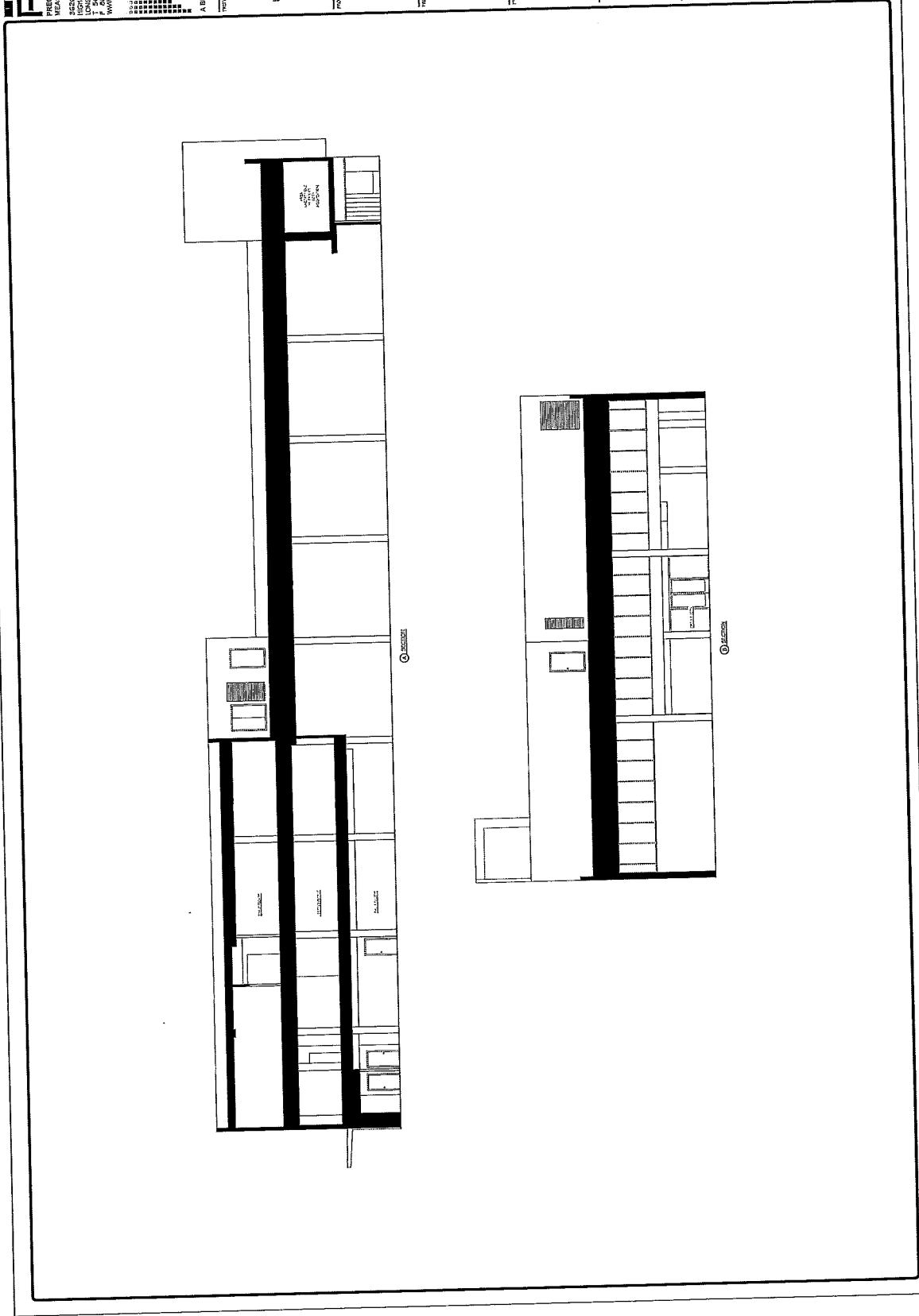
PROJECT ADDRESS

17434 BELFLOWER
 BLVD BELFLOWER, CA 90704

DATE: 11/08/17
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO: [Number]

DATE: 11/08/17
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO: [Number]

8 of 9



FOR REFERENCE ONLY | 1



500 Mt. Baldy Ct.
Foglia Hills, CA 90908
TEL: 714.710.2400
WWW.STUDIOELEVEN.COM



3799 LONG BEACH BLVD., 4000
LONG BEACH, CA 90807

BELFLOWER EXCHANGE
1765 BELFLOWER BLVD
BELFLOWER, CA 90704

NO.	REVISION	DATE	BY

Project Number: 1-229

EXISTING
ELEVATIONS

A0.68

PPM
PRECISION PROPERTY
MEASUREMENTS
8635 E. PACIFIC COAST
LONG BEACH, CA 90804
TEL: 562.554.5800
WWW.PPMCONET



A BETTER PLAN

HOWARD CDM

PROJECT NAME

EXTERIOR
ELEVATIONS

PROJECT NAME

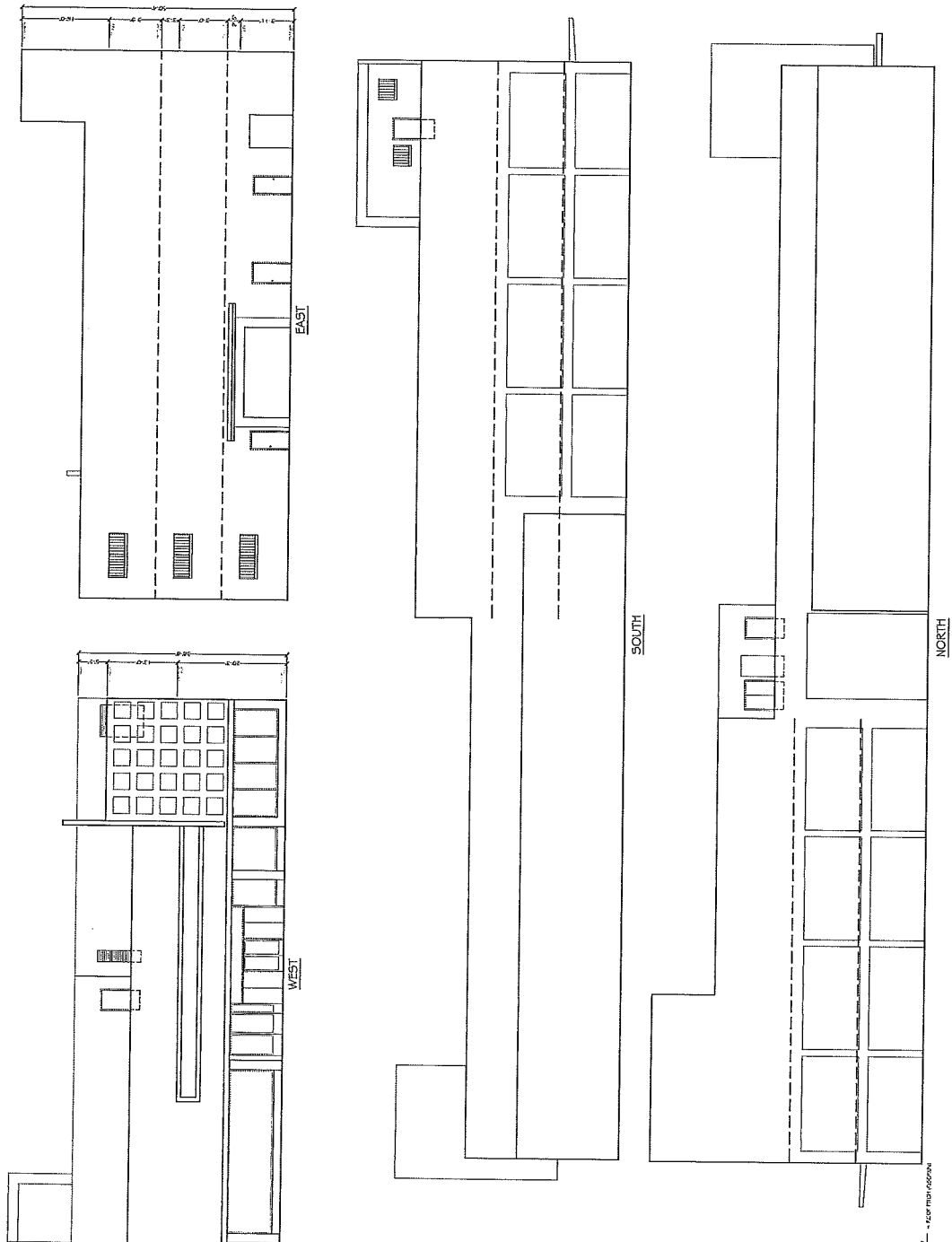
BELFLOWER
BOULEVARD
PROJECT

PROJECT NUMBER

1765 BELFLOWER BLVD
BELFLOWER CA 90704

DATE
11/28/17
DRAWN
11/28/17
CHECKED
11/28/17
SCALE
1/8" = 1'-0"

9 of 9



LEGEND

FOR REFERENCE ONLY | 1



345 MAIN ST, SUITE 200
 LOS ANGELES, CA 90013
 TEL: (213) 625-8000
 WWW.STUDIONELEVEN.COM



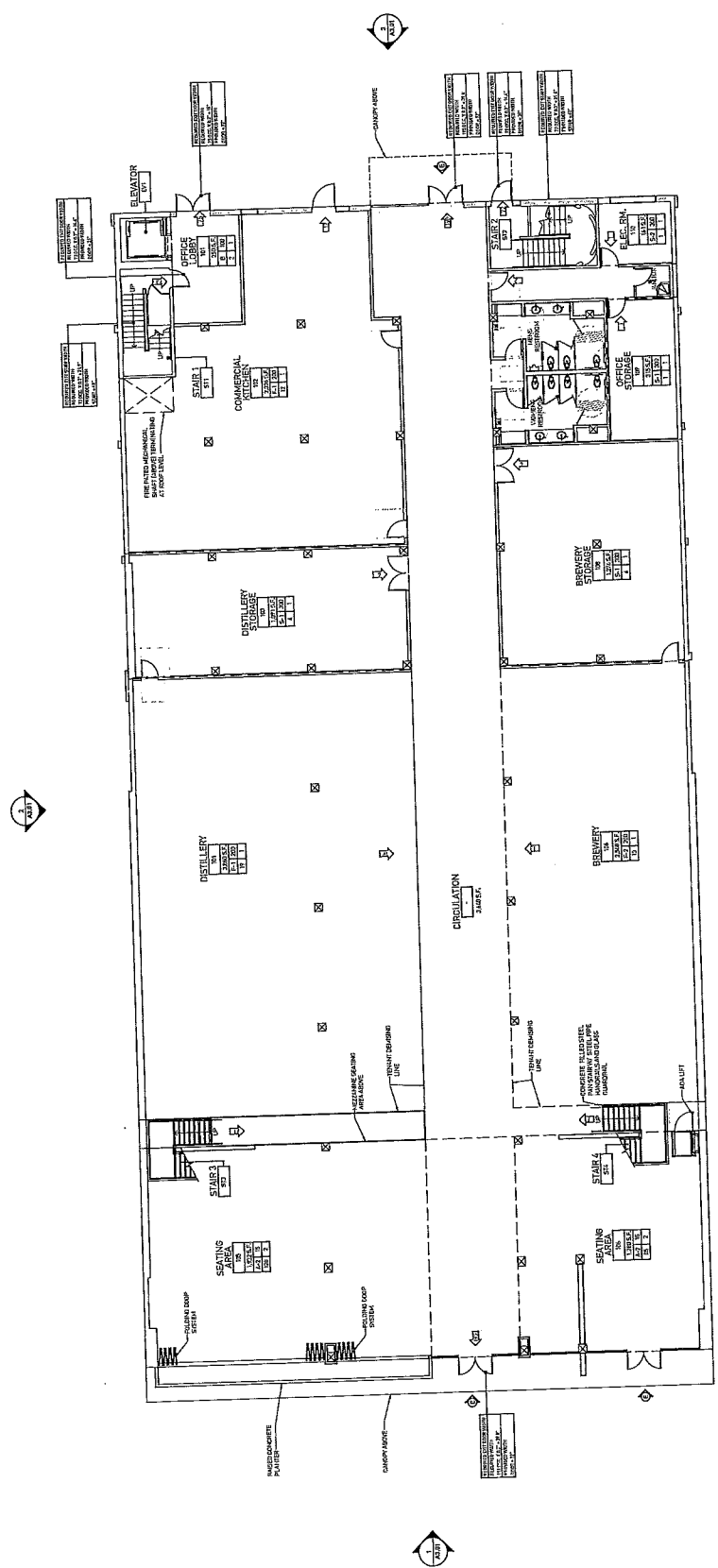
BELLFLOWER EXCHANGE
 17626 BELLFLOWER WAY
 BELLFLOWER, CA 91706

NO.	REVISIONS	DATE	BY	CHK.

Project Number: 17-229

FLOOR PLAN
 LEVEL 1

A1.01



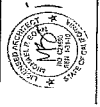
GRAPHIC LEGEND

ROOM NAME	ROOM NUMBER TAG
MECHANICAL ROOM	101
STAIR	102
SEATING	100
SEATING	102
COMMERCIAL KITCHEN	300
STORAGE	301
OFFICE	302
SEATING	201
MECHANICAL ROOM	202
STAIR	200
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STAIR	350

FLOOR PLAN - LEVEL 1
 1/8" = 1'-0"



1000 Hill Street
San Francisco, CA 94103
Tel: 415.774.1234

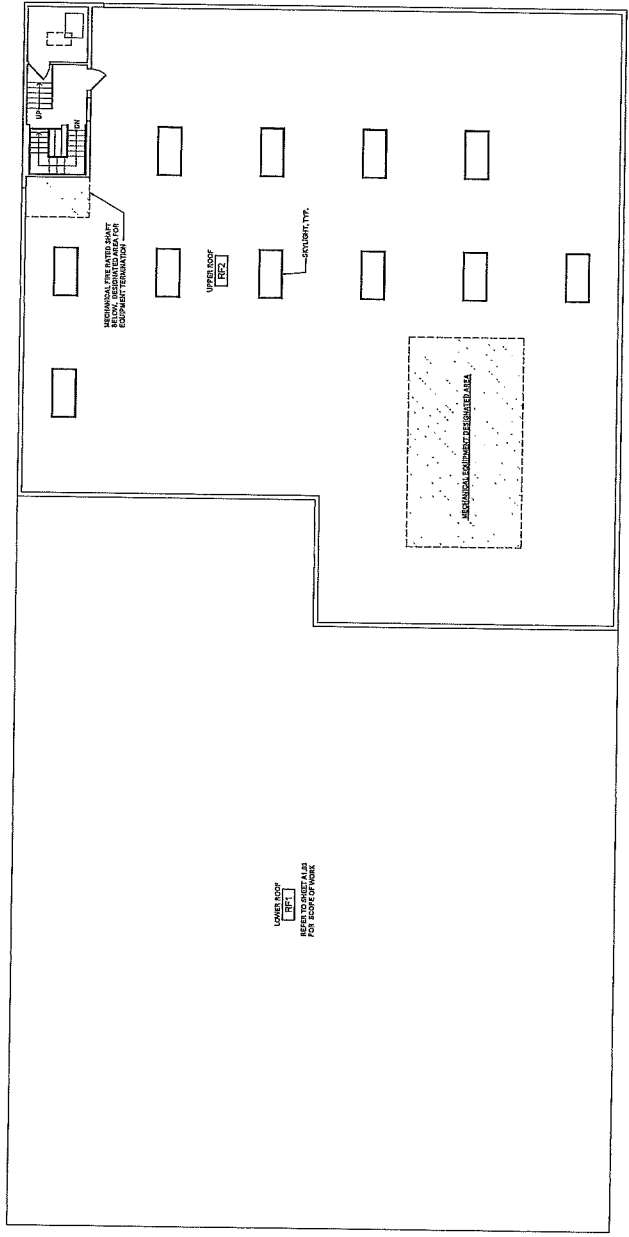


BELLFLOWER EXCHANGE
1740 BELLFLOWER BLVD
BELLFLOWER, CA 94706

DATE	
BY	
CHECKED	
APPROVED	
PROJECT NUMBER	17-229

ROOF PLAN

A2.01



ROOF PLAN | 1
1/8\"/>



345 South Main St., Suite 200
 BELLFLOWER, CA 90706
 TEL: 714.709.4224
 FAX: 714.709.4225



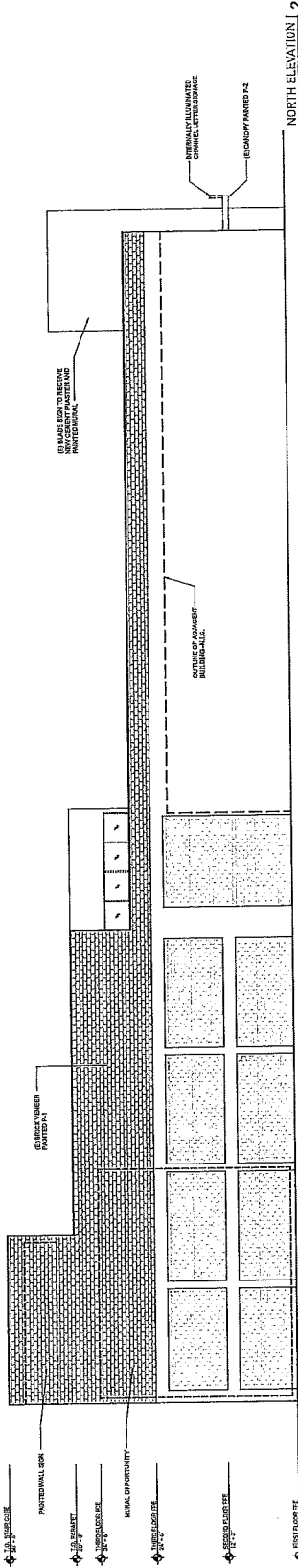
BELFLOWER EXCHANGE
 17000 BELFLOWER BLVD.
 BELLFLOWER, CA 90706

Revisions	Date	By

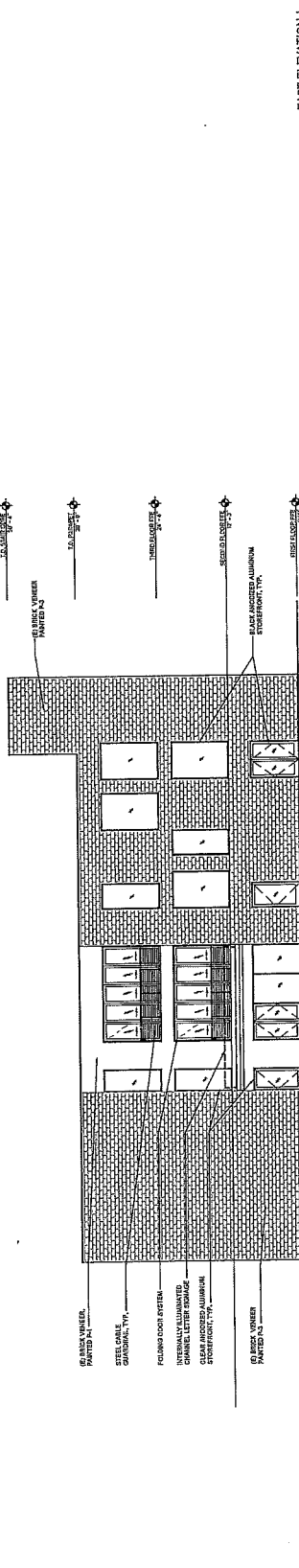
EXTERIOR ELEVATIONS
 Project Number 17-229

A3.01

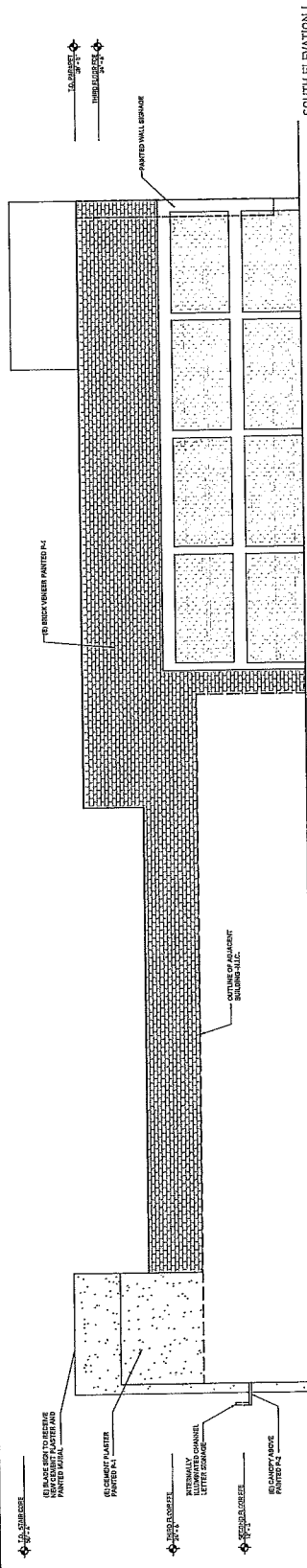
1 WEST ELEVATION 1/4" = 1'-0"



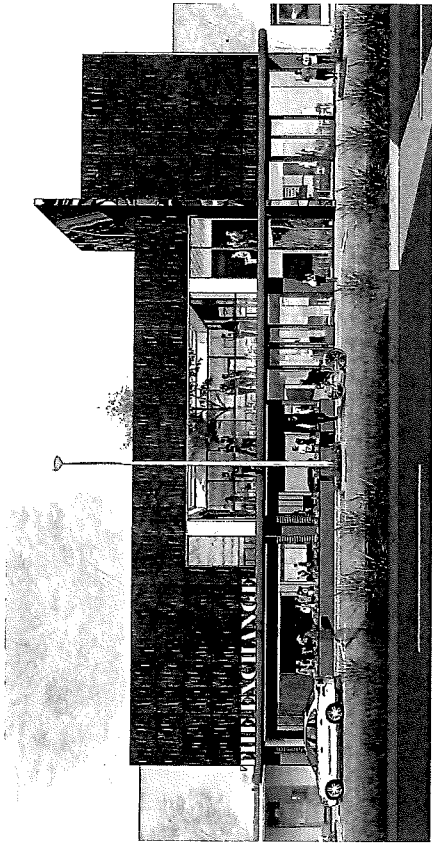
2 NORTH ELEVATION 1/4" = 1'-0"



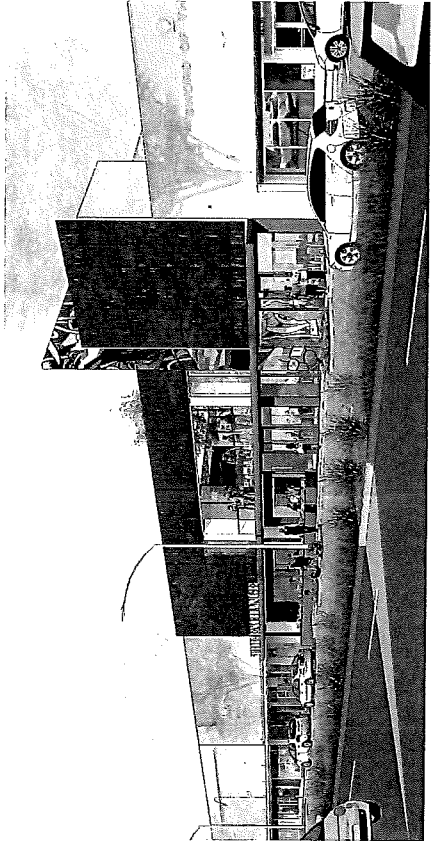
3 EAST ELEVATION 1/4" = 1'-0"



4 SOUTH ELEVATION 1/4" = 1'-0"



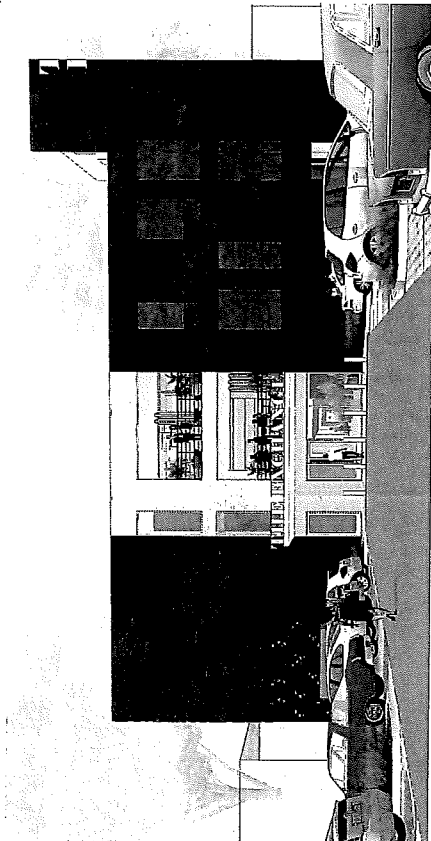
CONCEPTUAL RENDERING | 1
N.E.S.



CONCEPTUAL RENDERING | 3
N.E.S.



CONCEPTUAL RENDERING | 2
N.E.S.



CONCEPTUAL RENDERING | 4
N.E.S.



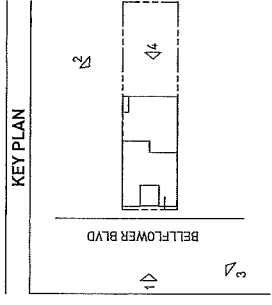
240 West 10th St.
Los Angeles, CA 90015
310.783.1477
www.studioeleven.com



BELFLOWER EXCHANGE
CONCEPT DEVELOPMENT AND PRICING SET
1700A BELFLOWER BLVD
BELFLOWER, CA 92008

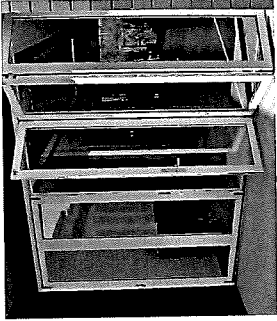
Revision	Date	By

Project Number: 17-229

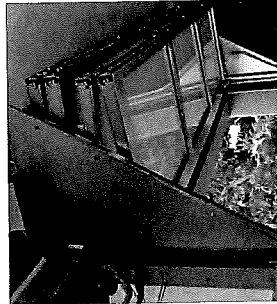


CONCEPTUAL RENDERINGS

A5.01



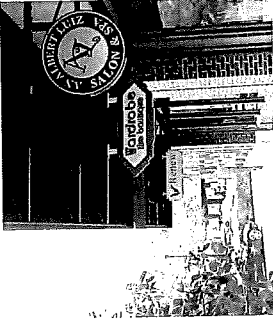
ARCADIA 8000 SERIES BIFOLD DOOR



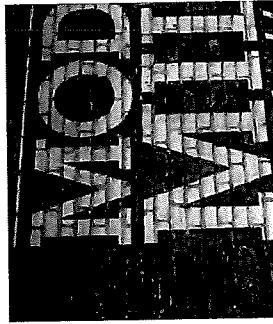
RENLITA SOVEREIGN DOOR



MURAL



TENANT BLADE SIGNS



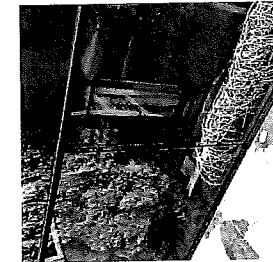
PAINTED WALL SIGNAGE



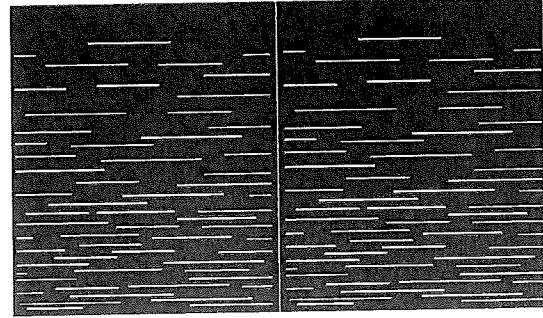
INTERNALLY ILLUMINATED CHANNEL LETTER SIGNAGE



STEEL CABLE GUARDRAIL



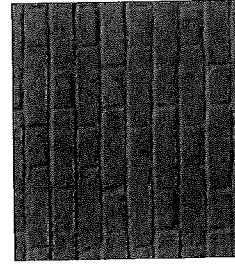
GLASS GUARDRAIL



ALUMINUM RAINSCREEN SYSTEM BOK MODERN A18



(E) BRICK VENEER PAINTED P-1



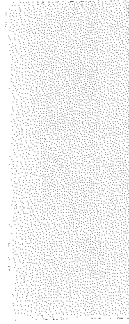
(E) BRICK VENEER PAINTED P-3



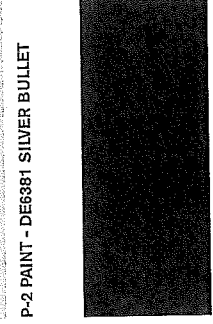
CLEAR ANODIZED ALUMINUM STOREFRONT



BLACK ANODIZED ALUMINUM STOREFRONT



P-1 PAINT - DE6218 ANTIQUE PAPER



P-2 PAINT - DE6381 SILVER BULLET

P-3 PAINT - DE6378 JET

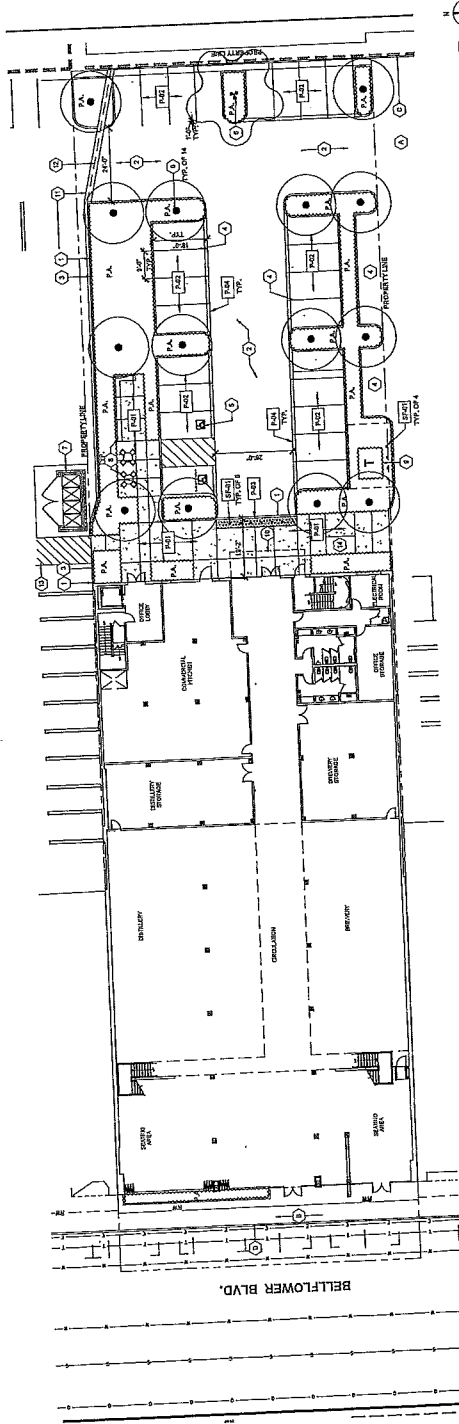
DATE:	
REVISION:	
BY:	
CHECKED:	
PROJECT NUMBER:	77-277

LANDSCAPE
LEVEL 1
SITE PLAN
L1.01

SYMBOL	DESCRIPTION	DETAILS
	CONCRETE PAVING	SEE DETAIL
	PERMEABLE PAVING	SEE DETAIL
	PAVING WITH DOMES	SEE DETAIL
	CONCRETE PAVING SAND	SEE DETAIL

SYMBOL	DESCRIPTION	DETAILS
	SITE FURNISHING SCHEDULE	SEE DETAIL

LANDSCAPE SITE PLAN SYMBOLS
P.A. PLANTER AREA - SEE PLANTING PLAN



1 LANDSCAPE PLAN

EXISTING KEYNOTES
A. EXISTING ACCESS TO THE BUILDING
B. EXISTING DRIVEWAY
C. EXISTING SIDEWALK
D. EXISTING SIDEWALK TO BE DEMOLISHED

KEYNOTES
1. SEE ARCHITECTURAL DRAWING FOR EXISTING CONDITIONS
2. SEE ARCHITECTURAL DRAWING FOR EXISTING CONDITIONS
3. SEE ARCHITECTURAL DRAWING FOR EXISTING CONDITIONS
4. SEE ARCHITECTURAL DRAWING FOR EXISTING CONDITIONS
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14. SEE ARCHITECTURAL DRAWING FOR EXISTING CONDITIONS

PROGRESS SET 7/31/18

