



AGENDA

REGULAR MEETINGS OF THE
SANTA FE SPRINGS
PUBLIC FINANCING AUTHORITY
WATER UTILITY AUTHORITY
HOUSING SUCCESSOR
SUCCESSOR AGENCY
AND CITY COUNCIL

SEPTEMBER 25, 2014 – 6:00 P.M.

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

Juanita A. Trujillo, Mayor
Laurie M. Rios, Mayor Pro Tem
Richard J. Moore, Councilmember
William K. Rounds, Councilmember
Jay Sarno, Councilmember

Public Comment: The public is encouraged to address City Council on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council, please complete the card that is provided at the rear entrance to the Council Chambers and hand the card to the City Clerk or a member of staff. City Council will hear public comment on items listed on the agenda during discussion of the matter and prior to a vote. City Council will hear public comment on matters not listed on the agenda during the Oral Communications period.

Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's Office. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Please Note: Staff reports, and supplemental attachments, are available for inspection at the office of the City Clerk, City Hall, 11710 E. Telegraph Road during regular business hours 7:30 a.m. – 5:30 p.m., Monday – Thursday and every other Friday. Telephone (562) 868-0511.

1. CALL TO ORDER

2. ROLL CALL

Richard J. Moore, Director/Councilmember
William K. Rounds, Director/Councilmember
Jay Sarno, Director/Councilmember
Laurie M. Rios, Vice Chair/Mayor Pro Tem
Juanita A. Trujillo, Chair/Mayor

PUBLIC FINANCING AUTHORITY

3. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Public Financing Authority.

Approval of Minutes

A. Minutes of the August 28, 2014 Regular Public Financing Authority Meeting

Recommendation: That the Public Financing Authority approve the minutes as submitted.

Monthly Report

B. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

Recommendation: That the Public Financing Authority receive and file the report.

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Water Utility Authority.

Approval of Minutes

A. Minutes of the August 28, 2014 Regular Water Utility Authority Meeting

Recommendation: That the Water Utility Authority approve the minutes as submitted.

Monthly Reports

B. Monthly Report on the Status of Debt Instruments Issued through the Water Utility Authority

Recommendation: That the Water Utility Authority receive and file the report.

C. Status Update of Water-Related Capital Improvement Projects

Recommendation: That the Water Utility Authority receive and file the report.

HOUSING SUCCESSOR

There are no items on the Housing Successor agenda for this meeting.

SUCCESSOR AGENCY

There are no items on the Successor Agency agenda for this meeting.

CITY COUNCIL

5. CITY MANAGER REPORT

6. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the City Council.

Approval Minutes

A. Minutes of the August 28, 2014 Regular City Council Meeting

Recommendation: That the City Council approve the minutes as submitted.

UNFINISHED BUSINESS

7. Approval of Parcel Map No. 71888 (SFS Promenade)

Recommendation: That the City Council: 1). Approve Parcel Map No. 71888; 2). Find that Parcel Map No. 71888 together with the provisions for its design and improvement, is consistent with the City's General Plan; and, 3). Authorize the City Engineer and City Clerk to sign Parcel No. 71888.

8. Request – Modification of Parking Restrictions in Front of 9200 Sorensen Avenue

Recommendation: That the City Council deny the request for removal of the No Stopping Any Time parking restriction along the frontage of 9200 Sorensen Avenue in order to maintain sight distance for motorists exiting the driveways onto Sorensen Avenue.

NEW BUSINESS

9. Approval of Parcel Map No. 72616 – 11904-11920 Washington Boulevard

Recommendation: That the City Council: 1). Approve Parcel Map No. 72616; 2). Find that Parcel Map No. 72616 together with the provisions for its design and improvements, is consistent with the City's General Plan; and, 3). Authorize the City Engineer and City Clerk to sign Parcel No. 72616.

10. Soaring Dreams Plaza Restoration Project – Award of Contract

Recommendation: That the City Council: 1). Appropriate \$111,000 from insurance claim settlement to Soaring Dreams Plaza Restoration Project (455-397-S027); 2). Appropriate \$50,000 from Art Fund to Soaring Dreams Plaza Restoration Project (455-397-S027); 3). Appropriate \$64,000 from Capital Improvement Plan Bond Funds to Soaring Dreams Plaza Restoration Project (455-397-S027); 4). Accept the bid; and, 5). Award a contract to Incotecninc Inc., Buena Park, California, in the amount of \$143,199.10

11. Resolution No. 9459 – Updating List of Designated Employees Required to File Conflict of Interest Forms

Recommendation: That the City Council adopt Resolution No. 9459 updating the list of designated employees required to file Conflict of Interest forms as required by Government Code Section 82000, et. Seq.

PRESENTATION

12. Valley View Avenue Grade Separation Project – Status Update

Recommendation: This report is for informational purposes only and does not require any action by the Council.

Please note: Items 13 – 23 will occur in the 7:00 p.m. hour.

13. **INVOCATION**

14. **PLEDGE OF ALLEGIANCE**

INTRODUCTIONS

15. Representatives from the Chamber of Commerce

16. Representatives from the Youth Leadership Committee

17. **ANNOUNCEMENTS**

Assemblymember Ian Calderon Legislative Update

PRESENTATIONS

18. Proclaiming October 5-11, 2014 “Fire Prevention Week”

19. Recognition of Sponsors for 2014 Fiestas Patrias Event

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

20. Committee Appointments

21. **ORAL COMMUNICATIONS**

This is the time when comments may be made by interested persons on matters not on the agenda having to do with City business.

22. EXECUTIVE TEAM REPORTS

23. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted at the following locations; Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.

Anita Jimenez, CMC

City Clerk

September 19, 2014

Date

**MINUTES OF THE REGULAR MEETINGS OF THE
SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY
WATER UTILITY AUTHORITY, HOUSING SUCCESSOR
SUCCESSOR AGENCY AND CITY COUNCIL**

AUGUST 28, 2014

1. CALL TO ORDER

Mayor Trujillo called the meetings to order at 6:07 p.m.

2. ROLL CALL

Present: Councilmembers/Directors Moore, Rounds, Sarno, Mayor Pro Tem/ Vice Chair Rios, Mayor/Chair Trujillo

The City Clerk announced that members of the Public Financing Authority and Water Utility Authority receive \$150 for their attendance at meetings.

Also present: Thaddeus McCormack, City Manager; Steve Skolnik, City Attorney; Wayne Morrell, Director of Planning; Noe Negrete, Director of Public Works; Dino Torres, Director of Police Services; Maricela Balderas, Director of Community Services; Jose Gomez, Director of Finance/Asst City Manager; Mike Crook, Fire Chief; Anita Jimenez, City Clerk

PUBLIC FINANCING AUTHORITY

3. CONSENT AGENDA

Approval of Minutes

A. Minutes of the July 24, 2014 Regular Public Financing Authority Meeting

Recommendation: That the Public Financing Authority approve the minutes as submitted.

B. Minutes of the June 19, 2014 Special Public Financing Authority Meeting

Recommendation: That the Public Financing Authority approve the minutes as submitted.

Monthly Report

C. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

Recommendation: That the Public Financing Authority receive and file the report.

Vice Chair Rios moved the approval of Items 3A, B & C; Director Rounds seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

3A

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

Approval of Minutes

- A. Minutes of the July 24, 2014 Regular Water Utility Authority Meeting

Recommendation: That the Water Utility Authority approve the minutes as submitted.

- B. Minutes of the June 19, 2014 Special Water Utility Authority Meeting

Recommendation: That the Water Utility Authority approve the minutes as submitted.

Monthly Reports

- C. Monthly Report on the Status of Debt Instruments Issued through the Water Utility Authority

Recommendation: That the Water Utility Authority receive and file the report.

- D. Status Update of Water-Related Capital Improvement Projects

Recommendation: That the Water Utility Authority receive and file the report.

Director Sarno moved the approval of Items 4A, B, C & D; Director Moore seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

NEW BUSINESS

5. Consulting Services for Water Well No. 1 Rehabilitation – Award of Contract

Recommendations: That the Water Utility Authority: 1). Accept the bids for Consulting Services for Water Well No.1 Rehabilitation Project; 2). Award a contract to Richard C. Slade & Associates, Studio City, California, in the amount of \$51,820.00; 3). Appropriate \$70,000.00 from the FY2014-2015 Water Capital Improvement Plan (CIP) Fund for Water Well No. 1 Rehabilitation Project Costs (511-397-W715); and, 4). Authorize the City Engineer to execute a contract with Richard Slade & Associates.

Additional information regarding cost detail was provided to Council.

Director Moore moved the approval of Item 5; Director Sarno seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

SUCCESSOR AGENCY

NEW BUSINESS

6. Resolution SA-2014-005 – Approving the Successor Agency's Recognized Obligation Payment Schedule (ROPS 14-15B) for the Period January 1, 2015 through June 30, 2015

Recommendation: That the Successor Agency adopt Resolution No. SA-2014-005.

Director Rounds moved the approval of Item 6; Vice Chair Rios seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

7. Resolution SA-2014-006 – Approving the Successor Agency's Administrative Budget for the Period January 1, 2015 through June 30, 2015

Recommendation: That the Successor Agency adopt Resolution No. SA-2014-006.

Director Moore moved the approval of Item 7; Director Rounds seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

8. Second Amendments to Property Disposition Agreement and with McGranahan-Carlson (MC&C) and Settlement agreement with MC&C and Breitburn

Recommendation: That the Successor Agency approve the extension of the Settlement Agreement between the Successor Agency, Breitburn, and MC&C, and related Property Disposition Agreement between the Successor Agency and MC&C in a form subject to the approval of the Successor Agency Attorney.

The City Attorney stated that revised agreements had been distributed to Councilmembers.

The City Manager stated that there was an error in second paragraph; it read, "Are not," but should have read "Are."

Director Moore moved the approval of Item 8, as revised; Director Sarno seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

CITY COUNCIL

9. **CITY MANAGER REPORT**

The City Manager reported on the \$9 million law suit the City has filed against the State; a hearing has been scheduled for October 24. The issue will be argued in Trial Court; the decision will not be final. This case, like other cities' cases, will ultimately go to a higher court and the decision may be made based on another city's case.

The Metro Goldline Extension Draft EIR has been released. City staff is working with surrounding cities to respond to this document and discuss strategy.

On October 16, the City will participate in the Great Shakeout. The Fire Department and Police Services staff are working with the Red Cross and City of La Mirada in an effort to enhance safety operations.

Councilmember Moore asked if the emergency containers were still at various City sites. The City Manager stated that the emergency containers are in the residential and business communities. The contents will be cataloged and replenished.

Councilmember Rounds, Liaison for the Readiness Committee, stated that the Committee plans to activate one of the containers in conjunction with the Great Shakeout. The City Manager stated that a greater connection between the Readiness Committee and the Business Emergency Preparedness Network is being forged. The Chamber is working with brokers to enhance economic development.

10. CONSENT AGENDA

Approval Minutes

A. Minutes of the July 24, 2014 Regular City Council Meeting

Recommendation: That the City Council approve the minutes as submitted.

B. Minutes of the June 19, 2014 Adjourned City Council Meeting

Recommendation: That the City Council approve the minutes as submitted.

Conference and Meeting Reports

C. Councilmember Rounds' Attendance at the Santa Fe Springs Chamber Workshop

Recommendation: That the City Council receive and file the report.

D. Mayor Trujillo's Attendance at the Santa Fe Springs Chamber Workshop

Recommendation: That the City Council receive and file the report.

Mayor Pro Tem Rios moved the approval of Items 10 A, B, C & D; Councilmember Moore seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

ORDINANCE FOR PASSAGE

11. ZONING TEXT AMENDMENT – Private Educational and Recreational Uses

Ordinance No. 1058, an ordinance of the City Council of the City of Santa Fe Springs, amending Section 155.183, Section 155.204, Section 155.213, Section 155.234, Section 155.243, Section 155.264, and Section 155.377 of Chapter 155 of the City's Municipal Code to include private uses of an educational or recreational nature as conditionally permitted uses in the following zones: ML, Limited Manufacturing Administration and Research Zone District; M-1, Light Manufacturing Zone District; M-2, Heavy Manufacturing Zone District; F-O-Z, Freeway Overlay Zone; and along the Telegraph Road Corridor. (Santa Fe Springs)

Recommendation: That the City Council waive further reading and adopt Ordinance No. 1058.

The City Attorney read the Ordinance by title and stated that the motion should be to waive further reading and adopt Ordinance No. 1058.

Councilmember Rounds moved the approval of Item 11; Councilmember Sarno seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

PUBLIC HEARING

12. Resolution No. 9457 – Self Certification of Conformance to Congestion Management Plan

Recommendation: That the City Council conduct a Public Hearing and adopt Resolution No. 9457 certifying that the City is in conformance with the Congestion Management Program.

Mayor Trujillo opened the Public Hearing at 6:16 p.m. There being no one wishing to speak the Public Hearing was closed

Councilmember Sarno moved the approval of Item 12; Councilmember Rounds seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

NEW BUSINESS

13. Appropriation of Funds from the City's Art in Public Places Fund and Authorization to Distribute Monies as Recommended by the Heritage Arts Advisory Committee to Fund the City's Art Education Grant Program Fiscal Year 2014/2015

Recommendation: That the City Council approve the appropriation of funds from the City's Art in Public Places Fund, Activity 6350-6100, and authorize the distribution of monies as recommended by the Heritage Arts Advisory Committee to fund the City's Art Education Grant Program Fiscal Year 2014/2015.

Mayor Pro Tem Rios moved the approval of Item 13; Councilmember Moore seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

Councilmember Moore thanked Mayor Pro Tem Rios for her guidance with this project. He thanked the Heritage Arts Advisory Committee for their work.

14. Consideration of Appeal of Conditional Use Permit (CUP) Case Number 757 and Modification (MOD) Case Number 1245

Recommendation: That the City Council consider an appeal of the Planning Commission's decision to deny the request of the establishment, operation, and maintenance of a temporary wireless telecommunications facility and related equipment on property located at 10821 Orr and Day Road (APN: 8017-001-038), within the C-4, Community Commercial, Zone. (Coastal Business Group for AT&T Mobility)

The City Attorney stated that this is an appeal of a Planning Commission decision. He also stated that AT&T sent additional materials to the Council regarding the case, but added that because this is an appeal, the Council could not add this information to the record of the Planning Commission or consider it in making their decision. The City Attorney reviewed the Council's options. The only way for the new material to be considered is to set the matter for a Public Hearing by the Council which must be noticed per government code. Given the timing, the Council would not be able to set the Hearing until September 25, 2014. The City

Attorney stated that any argument by the appellant should be directed toward setting a hearing so that they would have the opportunity to provide additional information.

Councilmember Moore asked if the Council could refer the matter back to the Planning Commission with direction to approve the item. The City Attorney responded that if that was the action taken, the Council would have to make that decision based on their review of the Planning Commission record only and determine that the Planning Commission should have acted differently. In this case, no additional noticing would be required. The item would go back to the Planning Commission on September 8, 2014. The City Attorney pointed out that only four members of the Planning Commission were present at the meeting at which the item was voted against. The vote was 3-1.

Councilmember Rounds asked if the item were returned to the Planning Commission, would they be able to consider new information. The City Attorney responded that they would.

At 6:20 p.m., Mayor Trujillo opened the Public Hearing.

Brittany Pell representing AT&T – requested that the City Council set the Hearing on September 25.

Ramon Cervantes representing Caltrans, stated that it was their desire to see the project move forward quickly due to construction schedules.

Mayor Trujillo asked if the City would incur any financial penalties due to the construction delays. Mr. Cervantes replied that Caltrans would incur additional costs.

Nancy Pei, Caltrans Project Manager stated that this is one of the critical paths to move this project forward and requested that the City Council hear the matter as soon as possible.

The City Attorney clarified that if the City Council set the item for hearing and considered new information, it could not occur before September 25, but the Planning Commission could consider new information on September 8. He asked how critical the 17-day difference would be.

Nancy Pei replied that it would be very critical because any delay would increase Caltrans costs.

Brittany Pell stated that because of what happened at the last Planning Commission meeting, AT&T would prefer that the Council hear the item.

The Public Hearing was closed at 6:32 p.m.

Councilmember Moore moved the approval of Option B, refer the item back to the Planning Commission with instructions to approve it; Mayor Pro Tem Rios seconded the motion. Councilmember Moore asked if the Planning Commission makes a decision other than what the Council directed, could that be appealed. The City Attorney replied that he had never experienced that situation before and would have to research that issue if it came up. The

motion passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

15. Authorize the Disposal of Surplus Equipment by Way of Public Auction

Recommendation: That the City Council authorize the disposal of obsolete skateboarding equipment by way of public auction.

Rounds how much money: Paul Unknown, Rounds could we donate to a non-profit. Jose, deem surplus with caveat that we pursue and if not auction.

Mayor Pro Tem Rios moved the approval of Item 15; Councilmember Sarno seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

16. Request for approval of a Recyclable Materials Dealer Permit for UNITED ALLOYS & METALS, INC. (Kevin J. Demedici, Applicant)

Recommendation: That the City Council approve the issuance of Recyclable Materials Dealer Permit No. 30 to United Alloys & Metals, Inc. subject to the conditions of approval as contained within this report.

Councilmember Moore moved the approval of Item 16; Mayor Pro Tem Rios seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

17. Soaring Dreams Artwork Conservation and Restoration Services – Award of Contract

Recommendations: That the City Council: 1). Accept the bid for Soaring Dreams Artwork Conservation and Restoration Services; 2). Award a contract to Sculpture Conservation Studio, Los Angeles, California, in the amount of \$26,400.00; 3). Appropriate \$50,000.00 from the Art Fund for Soaring Dreams Artwork Conservation and Restoration Project Costs (453-397-B040); and, 4). Authorize the City Engineer to execute a contract with Sculpture Conservation Studio.

The City manager stated that additional information was provided to the Council.

Councilmember Sarno moved the approval of Item 17; Councilmember Moore seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

18. Street Light Construction at 13700 Firestone Boulevard (Le Fiell Manufacturing) – Final Payment

Recommendation: That the City Council approve the Final Payment (less 5% Retention) to Steiny & Company, Inc. of Baldwin Park, California, in the amount of \$20,287.40 for the subject project.

Councilmember Rounds moved the approval of Item 18; Mayor Pro Tem Rios seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

19. Renewal of Professional Services Contract for Project Management and Contract Administration Services – Onward Engineering

Recommendation: That the City Council renew the professional service contract with Onward Engineering for an additional 12 months, effective September 4, 2014, to provide project management and contract administration services for various capital improvement projects.

Councilmember Moore asked the amount of the contract. Noe Negrete stated that the cost was about \$500,000 last year; \$170,000 coming from non-City funding and \$360,000 from CIP Water or the General Fund. Councilmember Moore asked what the estimated cost for this year would be. Mr. Negrete stated it should be about \$500,000 again this year. Councilmember Moore stated that any time a contract is brought to Council, it should include the cost.

Councilmember Moore moved the approval of Item 19 with a limit of \$500,000; Councilmember Rounds seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Rios, Trujillo; Opposed – None.

Mayor Trujillo recessed the meetings at 6:38 p.m.

Mayor Trujillo reconvened the meetings at 7:10 p.m.

20. **INVOCATION**

Councilmember Rounds gave the Invocation.

21. **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by 1st grader Jayden Brown.

INTRODUCTIONS

22. Representatives from the Chamber of Commerce
None.

23. Representatives from the Youth Leadership Committee
Members introduced themselves.

24. **ANNOUNCEMENTS**

The Mayor announced Councilmember Moore's birthday.
The Youth Leadership Committee made the Community Announcements.

Introduction of New Director of Library Services Division
Maricela Balderas introduced Joyce Ryan.

PRESENTATIONS

25. Recognizing Tsunami Fischman for Achieving the Rank of Eagle Scout
Management Assistant Wayne Bergeron introduced Tsunami Fischman who presented his project. The Mayor presented Tsunami with a certificate and letter of commendation.
26. Proclaiming August 28, 2014 as "Armando Mora, Jr. Day"
Mike Crook introduced Robert Mora who thanked the City for the tribute to his brother, Armando Mora, Jr. The Mayor proclaimed August 28 as "Armando Mora, Jr. Day" in Santa Fe Springs and presented plaques to the family.

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

27. Committee Appointments
Councilmember Moore appointed Kurt Hamra to the Park & Recreation Committee. Mayor Trujillo appointed Richard Uribe to the Youth Leadership Committee.

28. ORAL COMMUNICATIONS

The City Attorney reviewed the protocol of Oral Communications.

Oral Communications were opened at 7:40 p.m.

Richard Dion, SFS resident, thanked the Council and Fire Department. He addressed an eviction issue. He also stated that he had signed up to volunteer at the Police Services Center, but had not received a response.

Leonard Flores, SFS resident, addressed issues concerning the Ridgeline/RDX property.

Qu Jung, SFS resident, addressed a noise issue near his home.

Christine Hester, SFS resident, addressed her concerns regarding Ridgeline/RDX.

Oral Communications were closed at 7:55 p.m.

29. EXECUTIVE TEAM REPORTS

Wayne Morrell reported on development in a shopping mall on Washington Blvd; Starbucks plans to open there. October is National Planning Month, the theme is "Health and Prosperity." A Waterwise workshop is scheduled for October 11 in the Community Garden.

Noe Negrete reported that the Eastside Transit Corridor Phase 2 EIR report has been released; it is posted on the City's website. The Alondra Bridge Ribbon Cutting will begin at 1:00 pm on August 29. Road closures will occur on Pioneer due to railroad repair work on upcoming weekends beginning September 6.

The City Manager credited Mr. Negrete for getting the railroads to agree to do this work on weekends.

Dino Torres reported that a school safety seminar will be held at the Betty Wilson Center on September 10. Collaborating partners are Whittier PD, Safe Neighborhood Team, and the Intervention Team. The Safe Neighborhood Team will have an information booth at the Fiestas Patrias. Police bike patrol will begin in next few months.

Mike Crook reported that, as a result of the I-5 widening project, Caltrans is allowing the Fire Department to use some of the buildings that are coming down for training exercises. All firefighters are home from assisting departments in other cities.

Jose Gomez reported that the Finance Department was highlighted in the City's newsletter. Maricela Balderas reported that the Summer Library Reading Program was a huge success.

30. ADJOURNMENT

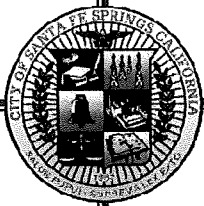
At 8:03 p.m., the meetings were adjourned in memory of Gary Frankenstein, husband of LA CADA Director Brenda Wiewel.

Juanita Trujillo, Mayor

ATTEST:

Anita Jimenez, CMC
City Clerk

Date



City of Santa Fe Springs

Public Financing Authority Meeting

September 25, 2014

NEW BUSINESS

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

RECOMMENDATION

That the Public Financing Authority receive and file the report.

BACKGROUND

The Santa Fe Springs Public Financing Authority (PFA) is a City entity that has periodically issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the PFA.

Consolidated Redevelopment Project 2001 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 8/31/14	None
Outstanding principal at 8/31/14	\$17,050,000

Consolidated Redevelopment Project 2002 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 8/31/14	None
Outstanding principal at 8/31/14	\$7,190,000

Consolidated Redevelopment Project 2003 Taxable Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 8/31/14	None
Outstanding principal at 8/31/14	\$3,225,000

Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 8/31/14	None
Outstanding principal at 8/31/14	\$2,475,000

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 8/31/14	None
Outstanding principal at 8/31/14	\$33,844,429

Consolidated Redevelopment Project 2006-B Taxable Tax Allocation Bonds

Financing proceeds available for appropriation at 8/31/14	None
Outstanding principal at 8/31/14	\$10,480,000

Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 8/31/14	None
Outstanding principal at 8/31/14	\$40,170,000

Bond Repayment


The City budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2005 Water Revenue Bonds.

The former Community Development Commission issued a number of tax allocation bonds before it was dissolved by State law effective February 1, 2012, and is administered by the City acting as Successor Agency under the oversight of the appointed Oversight Board. The Successor Agency no longer receives tax increment. Instead distributions from the Redevelopment Property Tax Trust Fund (RPTTF) are received based on approved obligations. It is anticipated that sufficient allocations from the RPTTF will continue to be made to the Successor Agency to meet ongoing debt service obligations.

Unspent Bond Proceeds

Unspent bond proceeds in the amount of \$18,197,265; recycled bond proceeds in the amount of \$1,000,000; and accumulated interest earnings are held by the Successor Agency to the former Community Development Commission. Under the redevelopment dissolution legislation, unspent bond proceeds cannot be spent until a Finding of Completion (FOC) is issued by the California Department of Finance (DOF). The Finding of Completion is available to successor agencies upon completion of required reports and payment of required balances to the Los Angeles County Auditor-Controller.

The Successor Agency received its FOC on December 5, 2013. The Successor Agency entered into a Bond Expenditure Agreement (Agreement) with the City to transfer control of the unspent proceeds to the City to be spent in accordance with the original bond requirements. The Oversight Board approved the Agreement on April 2, 2014. The Agreement was then forwarded to DOF for review and was approved on April 21, 2014. Beginning July 1, 2014, the City is authorized to spend the bond proceeds on eligible projects within the former project areas.



Thaddeus McCormack
City Manager/Executive Director

PLEASE SEE ITEM 3A



City of Santa Fe Springs

Water Utility Authority Meeting

September 25, 2014

NEW BUSINESS

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA)

RECOMMENDATION

That the Water Utility Authority receive and file the report.

BACKGROUND

The Santa Fe Springs Water Utility Authority (WUA) is a City entity that has issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the WUA.

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 8/31/14

None

Outstanding principal at 8/31/14

\$6,890,000

In May 2013, the Water Utility Authority issued the 2013 Water Revenue Bonds in the amount of \$6,890,000. The bonds refunded the existing 2003 Water Revenue Bonds (issued through the Public Financing Authority) and provided additional funds for water improvement projects in the amount of \$2,134,339. The funds are restricted for use on water system improvements. In August 2013, the Water Utility Authority Board appropriated the proceeds for the Equipping Water Well No. 12 Project.

The City budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2013 Water Revenue Bonds.

The WUA was formed in June of 2009. Water revenue bonds issued prior to this date were issued through the City of Santa Fe Springs Public Financing Authority.

A handwritten signature in black ink, appearing to read "Thaddeus McCormack".

Thaddeus McCormack
City Manager/Executive Director



City of Santa Fe Springs

Water Utility Authority Meeting

September 25, 2014

NEW BUSINESS

Status Update of Water-Related Capital Improvement Projects

RECOMMENDATION

That the Water Utility Authority receive and file the report.

BACKGROUND

This report is for informational purposes only. The following is a listing and current status of active water projects.

New Water Well Located Within Zone II (Well No. 12)

Kana Engineering Group, Inc. is currently in the process of mounting flow control valves, constructing the front perimeter entrance wall and gate, installing the Master Control Center along with internal building hardware. The pump has been set within the well casing.

Interstate 5 Freeway Widening Water Main Relocation for the Florence Avenue Segment (Phase I)

Ferreira Coastal Construction Company started work on July 7, 2014. Newly constructed portions of the water main east and west of the I-605 Freeway are currently undergoing bacteriological testing. Several portions of the newly constructed main are tied into the water system and currently in use.

FISCAL IMPACT

All projects listed above are fully funded through the Water Fund, General Fund, and State Transportation Utility Agreements.

INFRASTRUCTURE IMPACT

A fully functioning water production well will provide a source of potable water within Pressure Zone II and enhance the reliability of the City's water system. The installation of new water mains due to the I-5 widening project will update and extend the service life of pipelines serving the City's water system.


Thaddeus McCormack
Executive Director

Attachments:

None

Report Submitted By:

Noe Negrete, Director
Department of Public Works

Date of Report: September 17, 2014

4C

PLEASE SEE ITEM 3A

6A



City of Santa Fe Springs

City Council Meeting

September 25, 2014

UNFINISHED BUSINESS

Approval of Parcel Map No. 71888 – Promenade Shopping Center

RECOMMENDATION

That the City Council take the following actions:


1. Approve Parcel Map No. 71888;
2. Find that Parcel Map No. 71888 together with the provisions for its design and improvement, is consistent with the City's General Plan; and
3. Authorize the City Engineer and City Clerk to sign Parcel Map No. 71888.

BACKGROUND

The Planning Commission, at their meeting on July 8, 2013, approved the request to subdivide the Promenade Shopping Center. The Promenade Shopping Center with an address of 11452 Telegraph Road, is located on the south side of Telegraph Road, between Orr & Day Road to the west and Jersey Avenue to the east, in the C-4-PD, Community Commercial-Planned Development Zone.

Parcel Map No. 71888 subdivides the existing commercial shopping center of one lot of 8.63 acres, into six parcels: Parcel 1 of 0.74 acres; Parcel 2 of 0.48 acres; Parcel 3 of 0.19 acres; Parcel 4 of 0.24 Acres; Parcel 5 of 0.36 acres; and, Parcel 6 of 6.62. The purpose of the subdivision is for sale, lease, or financing of individual parcels.

No new buildings are proposed and all utilities and infrastructure are existing. The stand-alone buildings would be separate parcels. For example, Bank of America (Parcel 1), Jack in the Box (Parcel 2), Santa Fe Florist (Parcel 3), Yoshinoya (Parcel 4), and Kentucky Fried Chicken/Taco Bell (Parcel 5). The remainder of the Promenade Shopping Center would be Parcel 6. The subdivision will be controlled by Covenants, Conditions, and Restrictions (CC&Rs). Within the CC&Rs, provisions will be made for easements for ingress and egress, and for parking. The walkways, landscape areas, and drainage facilities adjacent to the townhome development will be owned and maintained by the project owner as a condition of the CC&Rs. A full-sized copy of the parcel map is available in the office of the City Clerk.

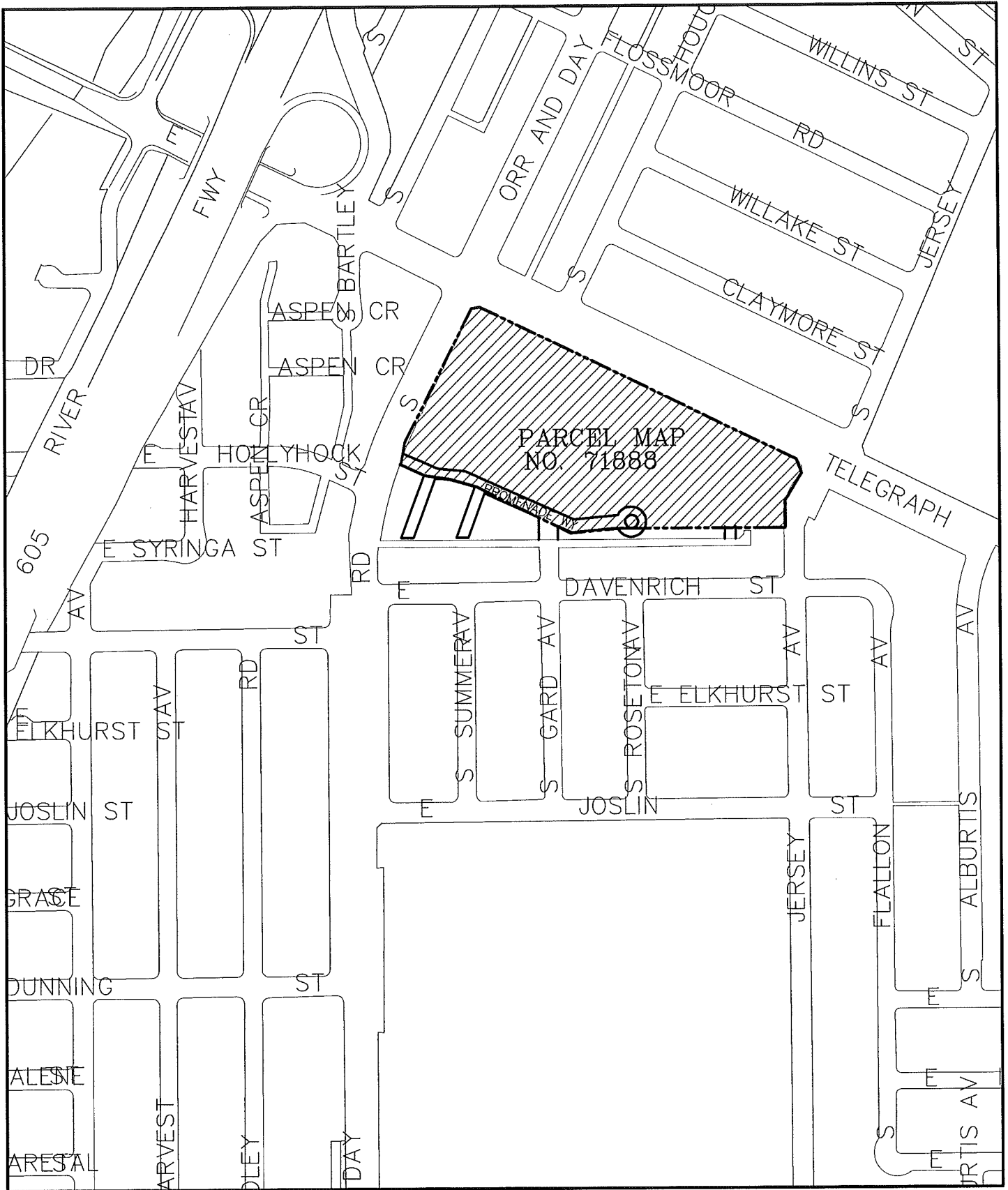

Thaddeus McCormack
City Manager

Attachments:
Location Map
CC&Rs

Report Submitted By:

Noe Negrete, Director
Department of Public Works


Date of Report: September 17, 2014



LOCATION MAP
PARCEL MAP NO. 71888

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Kennerly, Lamishaw & Rossi LLP
707 Wilshire Boulevard, Suite 1400
Los Angeles, California 90017
Attention: J. David Hitchcock, Esq.

DO NOT WRITE ABOVE THIS LINE
FOR RECORDER'S USE ONLY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "**Declaration**") is made and effective as of March 26, 2014 by SFS PROMENADE LLC, a Delaware limited liability company ("**Declarant**"), with reference to the following facts:

RECITALS:

A. Declarant is the owner of that certain real property located in the City of Santa Fe Springs ("**City**"), County of Los Angeles ("**County**") and State of California, and more particularly described on Exhibit "A" attached hereto (the "**Real Property**").

B. As of the date of this Declaration, the Real Property is comprised of Six (6) separate legal parcels (each a "**Parcel**" and collectively the "**Parcels**") developed as an integrated mixed-use retail shopping center and commercial office commonly referred to as the Santa Fe Springs Promenade (the "**Shopping Center**"). A copy of the site plan of the Shopping Center is attached hereto as Exhibit "B" (the "**Site Plan**").

C. To ensure that the Shopping Center continues to operate as an integrated retail development, Declarant desires to establish certain cross-easements between the Parcels and to place certain restrictions on the Shopping Center, and to provide certain operational and cost sharing mechanisms for the orderly operation of the Shopping Center.

AGREEMENT:

NOW, THEREFORE, in consideration of the above Recitals, and the covenants and conditions herein contained, Declarant does declare, create and establish the following easements and restrictions affecting the Shopping Center:

ARTICLE I. DEFINITIONS

1.1 “**Applicable Laws**” means, collectively, all laws, statutes, ordinances or other rules, regulations or requirements of any Governmental Authority (as hereinbelow defined) now in force or which may hereafter be enacted or promulgated, including, without limitation the Americans with Disabilities Act of 1990. As used herein, “**Governmental Authority**” shall mean any federal, state, county, city, or local governmental or quasi-governmental authority, entity, or body (or any departmental agency thereof) with jurisdiction over the Shopping Center.

1.2 “**Building**” means any permanently enclosed structure placed, constructed or located on a Parcel, which for the purpose of this Declaration shall include any building appurtenances such as stairs leading to or from a door, generators, transformers, trash containers or compactors, canopies, supports, loading docks, truck ramps and other outward extensions of such structure.

1.3 “**Claims**” means each and every action, right, loss, cost, claim, obligation, damage, liability, demand, payment, fine, penalty, cause of action at law or in equity, defense, proceeding, injury, judgment (including expert witness fees and attorneys’ fees awarded as part of a judgment), lien, cost or expense, including, but not limited to, attorneys’ fees and other litigation expenses.

1.4 “**Common Areas**” means all of the areas intended for common use located within the Shopping Center. The Common Areas shall not include (a) any areas within the building footprint of any Buildings, (b) any Outdoor Sales Area (as defined below) during the period such area is not used for sales, display and/or storage purposes, and (c) any truck dock, loading area, ramp area or platforms, as now exist or which may be constructed at any time within the Shopping Center. Common Areas shall include, but shall not be limited to, all Driveways, Parking Areas, walls, fences, sidewalks, entrances, exits, landscaping and lighting facilities and stormwater detention or retention facilities located within the Shopping Center and such additional common facilities as may now or hereafter be established and constructed upon any portion of the Shopping Center for the purposes for which they are provided and intended. Further, the Common Areas shall expressly include (x) that certain sidewalk/walkway and landscaping area on the southwest corner of property line of the Shopping Center and running east therefrom commonly known as the “Promenade Walkway”, (y) the parkway culvert and sump pump located along the southern property line of the Shopping Center; and (z) landscaping on the southeast portion of the Shopping center that contains a pagoda as of the date of this Declaration. Declarant shall have the right at any time, subject to compliance with the parking requirements and limitations set forth in this Declaration, to modify the Common Areas on any Parcel which Declarant owns by recording an amendment to this Declaration substituting revised **Exhibit “B”** showing such modified Common Areas for that Exhibit attached to this Declaration at that time.

1.5 “**Common Area Maintenance**” is defined in Section 5.2 below.

1.6 “**Common Area Maintenance Costs**” is defined in Section 5.4(a) below.

1.7 **"Declarant"** means the party first set forth above in the Preamble, its successors and any Person to which it shall have assigned any of its rights by an express written assignment recorded in the Official Records of the County. As used herein, "successor" means a Person who acquires Declarant or substantially all of Declarant's assets by sale, merger, reverse merger, consolidation, sale of stock or assets, operation of law or otherwise. At such time as such original Declarant transfers its last fee ownership interest in any Parcel located within the Real Property to an unaffiliated third party, in connection with such Transfer, Declarant shall designate the Owner of Parcel 6 as the "Declarant" for purposes hereof. At such time as any such successor Declarant Owner transfers its fee ownership interest in Parcel 6, such successor Declarant Owner shall be designated the as the "Declarant" for purposes hereof. Any designation of a successor Declarant pursuant to the above shall be memorialized by the designating Declarant's recording of a notice in the Official Records (as defined below) setting forth the identity and notice address of the successor Declarant. Declarant shall determine in its sole and absolute discretion the time, place and manner in which it discharges its obligations and exercises the rights reserved to it under this Declaration.

1.8 **"Driveways"** is defined in Section 3.1 below.

1.9 **"Floor Area"** means the aggregate of the actual number of square feet of space (a) contained on each floor within a Building, including any mezzanine, as measured from the exterior faces of the exterior walls or store front and/or the center line of any common walls; provided, however, that the following areas shall not be included in such calculation: (i) space attributable to any multi-deck, platform, rack or other multi-level system used solely for the storage of merchandise which is located above ground floor; (ii) any space used solely for Building utilities, mechanical equipment; (iii) any sidewalks or trash storage areas; and (iv) all or any portion of any basement space used strictly for storage; (b) pertaining to any Outside Sales Area that is in excess of five thousand (5,000) square feet, and (c) used for outdoor seating for customers of "sit-down" (i.e., waiter service) restaurants and/or for the exclusive use of any single Permittee. Within thirty (30) days after receipt of a request therefor, a Party (as defined below) shall certify to the requesting Party the amount of Floor Area applicable to such Party's Parcel. If any Party causes an as built survey to be prepared with respect to any portion of the Shopping Center, such Party shall furnish a copy of such survey to the Manager for informational purposes only. The maximum allowable ground floor square footage (excluding any Floor Area in any mezzanine or basement) for a Building within the Permitted Building Area (as defined below) of each Parcel is specified in Exhibit "C" attached hereto (herein the **"Maximum Floor Area"**).

1.10 **"Improvements"** means all buildings, outbuildings, structures and other improvements which are adjoining, appurtenant or integral to any such structure and are designed for the use of a Party or Permittees thereof, including but not limited to canopies, signs, plantings, shadow boxes, flower boxes or other planting containers, fences, walls, sign standards, beams, retaining walls, fountains, utility poles, lighting standards, loading ramps, docks, trash bins, storage areas, adjoining yards, courtyards, courts, sidewalks, walkways, pedestrian bridges, stairways, outdoor eating or display areas and any above-ground enclosures or facilities and all other above-ground structures of any kind whatsoever excluding roadways, Driveways, and curbs.

1.11 **"Indemnify"** means indemnify, protect, hold harmless and defend with counsel designated by the insurer charged with the obligation to defend (or if no insurer is involved, with counsel reasonably acceptable to the Party being defended).

1.12 **"Land Area"** means the aggregate gross square footage of land contained within any Parcel or group of Parcels.

1.13 **"Manager"** means the manager or operator responsible for the operation and maintenance of the Shopping Center, as more specifically set forth in Article V below. Declarant shall be the Manager and/or shall have the right to designate and remove a third-party management company as the Manager.

1.14 **"Official Records"** means the official records of the County.

1.15 **"Outside Sales Area"** means those areas, if any, designated on the Site Plan which from time to time may be used for sales, display and/or storage purposes (all subject to City approval, to the extent applicable). During the period an Outside Sales Area is used for sales, display and/or storage purposes, such area shall not be considered part of the Common Areas. Conversely, during the period an Outside Sales Area is *not* used for sales, display and/or storage purposes for a period of ten (10) consecutive days, such area shall be considered part of the Common Area.

1.16 **"Owner"** means any person or entity who or which is the record owner of fee simple title to a Parcel.

1.17 **"Parcel"** means any individual legal parcel within the Real Property. All references contained herein to specific Parcel numbers mean and refer to the applicable Parcels identified on Exhibit "A" attached hereto.

1.18 **"Parking Areas"** is defined in Section 3.1 below.

1.19 **"Party"** means Declarant and its successors and assigns who become Owners of any portion of the Real Property. A Party transferring all or any portion of its fee interest in a Parcel shall give notice (in conformity with the provisions of Section 10.7 below) to all other Parties and the Manager, if any, of such transfer and shall include in such notice (a) the name and address of the new Party and (b) a copy of the legal description of the portion of the Parcel transferred by such Party.

Each Party shall be liable for the performance of all covenants, obligations and undertakings under this Declaration applicable to the Parcel or portion thereof owned by it that accrue during the period of such ownership. The transferring Party shall be released from all obligations pertaining to the portion of the Parcel transferred arising subsequent to the notice of transfer. The transferring Party shall give notice of such transfer to the other Parties and to the Manager.

If a Parcel is owned by more than one Party, the Party or Parties holding at least fifty-one percent (51%) of the ownership interest in such Parcel shall designate in writing one

Person to represent all owners of the Parcel and such designated Person shall be deemed the Person authorized to give consents and/or approvals pursuant to this Declaration for such Parcel.

Nothing contained herein to the contrary shall affect the existence, priority, validity or enforceability of any lien permitted hereunder which is recorded against the transferred portion of the Real Property prior to receipt of such notice of transfer by the Party filing such lien.

1.20 **"Permittees"** means any tenant, subtenant, licensee, concessionaire, or other party occupying or having the right to occupy all or any portion of any Parcel, together with their respective, employees, agents, contractors, subcontractors, customers and invitees.

1.21 **"Permitted Building Area"** means those areas within the Shopping Center which are designated as such on the Site Plan, including any exclusive drive-through area, loading and unloading docks, and ramps serving a Building as depicted on the Site Plan, and within which Buildings and Improvements are permitted to be located, constructed, reconstructed, and/or replaced under this Declaration. Declarant shall have the right at any time, subject to compliance with the parking requirements and limitations set forth in this Declaration, to modify the Permitted Building Area on any Parcel which Declarant owns by recording an amendment to this Declaration substituting revised **Exhibit "B"** showing such modified Permitted Building Areas for that Exhibit attached to this Declaration at that time. Declarant shall promptly notify all other Owners of modification by delivering a copy of such recorded amendment to this Declaration thereto.

1.22 **"Person"** means any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

1.23 **"Proportionate Share"** means the percentage share allocated to a Parcel based on a fraction (which may be expressed as a percentage), the numerator of which shall be the Floor Area of the Building(s) on the Parcel (or if no Building exists, the numerator shall be the Maximum Floor Area permitted to be constructed upon the subject Parcel), and the denominator of which shall be the total Floor Area of all Buildings located within the Shopping Center, as adjusted from time-to-time by the Floor Area of additional buildings and expansions of buildings, if any, that may be constructed in the Shopping Center which shall be added to the denominator upon completion of exterior construction and commencement of occupancy, and reduced by the Floor Area of any Buildings which are removed and/or destroyed within the Shopping Center, subject to the minimum provided in this Section.

1.24 **"Sign Criteria"** shall mean and refer to those certain written standards of review for signs to be installed within the Shopping Center as established from time to time by Declarant, and any and all amendments, waivers, supplements, or modifications to the foregoing, by or with the prior written approval of the Declarant as approved by the City. The Sign Criteria shall set forth standards for design, materials, colors, graphics, location, size and lettering for all signs to be installed within the Shopping Center, including, without limitation, pylon signs,

monument signs and individual occupant identification signs. A copy of the initial Sign Criteria for the Shopping Center is attached hereto as **Exhibit "D"**.

ARTICLE II. EASEMENTS

2.1 Establishment of Easements. Declarant does hereby declare, establish, grant, reserve and convey for the use and benefit of each of the Parcels and the Owners and Permittees thereof, the following easements:

(a) Easements of Ingress and Egress. An easement for pedestrian and vehicular (including, but not limited to passenger, service and delivery vehicles) ingress and egress across and through those areas of the Shopping Center designated from time to time as Parking Areas and Driveways, as they may exist now or as they may be constructed by the Parties from time to time, in favor of each of the other Parcels, for the purpose of providing unimpeded vehicular and pedestrian ingress and egress, subject to the terms and conditions contained herein.

(b) Parking Easements. An easement to use those areas within the Common Areas located within the Parcels designated from time to time as Parking Areas for the purpose of providing parking, subject to the terms and conditions contained herein.

(c) Utilities Easements. An easement in, to, over, under, along and across those portions of the Common Areas located on any Parcel (or to the extent installed and encroaching in, on, over, under or across any Parcel as of the date this Declaration was first recorded) necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation, and removal of lines or systems for utilities serving any Parcel, including, but not limited to, sanitary sewers, storm drains, cable TV, water (fire and domestic), gas, electrical, telephone and communication lines at any time located on or under the Common Areas.

(i) Any construction or reconstruction of such utility lines shall be done in accordance with all Applicable Laws and be subject to all of the terms and conditions of Article VI below and any development agreements entered into by any such Owners and Declarant.

(ii) Except with respect to ground mounted electrical transformers, emergency generators and light standards, or as may be necessary during periods of construction, repair, or temporary service, all utility lines shall be underground unless required to be above ground by the utility company providing such service or as otherwise approved by the Declarant.

(iii) Any party installing utility lines pursuant to this Section 2.1 shall (1) plan and perform such installation and subsequent use of such utilities in a manner so as to minimize interference with existing utilities previously installed within the Shopping Center, (2) pay all costs and expenses with respect thereto, (3) cause all work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) to be diligently completed following commencement of such work, and (4) use commercially reasonable efforts to cause all work in connection therewith (including general clean-up and proper surface and/or

subsurface restoration) to be done in a manner that reduces material and adverse impact upon the business operations of any Permittees of the Shopping Center (such as, by way of example, performing work that will result in a prolonged disruption of access to the Buildings occupied by such Permittees during such Permittees' non-peak business hours, to the extent reasonably practicable). Upon completion of the installation or reinstallation of any such line, the Party installing the same shall cause an accurate legal description of the location of such line to be prepared and the parties shall record a memorandum, incorporating by reference this Declaration and setting forth such legal description. If an Owner's utilities have been installed by means of an easement over another Parcel, such Owner shall be responsible, at its sole expense, for restoring or repairing such other Parcel to substantially the condition in which it was in prior to such installation, reinstallation, maintenance, repair, relocation or removal.

(d) Temporary Construction Easements. Temporary easements for incidental encroachments upon areas of the Shopping Center immediately adjacent to an Owner's Parcel for the purposes of construction and reconstruction upon such Owner's Parcel provided such easements are exercised reasonably in connection with construction work expeditiously pursued upon such Owner's Parcel and so long as customary insurance is maintained protecting the Owner of such adjacent land from all risks involved with such construction. Any and all such construction or reconstruction shall be done so as to reasonably avoid any material interference with the business operations conducted from any Building already constructed within the Shopping Center. During any such construction or reconstruction, the construction site and surrounding areas shall be kept clean and free of construction material, trash and debris and appropriate precautions shall be taken to protect against personal injury and property damage to other Owners and Permittees.

(i) Any and all such construction or reconstruction shall be done in accordance with all Applicable Laws and be subject to all of the terms and conditions of Article VI below and any development agreements entered into by any such Owners and Declarant.

(ii) Without limiting the foregoing provisions of this Section 2.1(d), during any period of construction and reconstruction, the Owner or party then occupying the Building pad area upon which construction is taking place shall fence the same off or such portion thereof as is reasonable given the scope of such construction. Any such fence or other encroachment is subject to review and approval by the Declarant and the City and shall be maintained until construction of the Building is completed. No signs or advertising shall be placed upon any such fence without the prior written approval of Declarant and subject to Applicable Law.

(iii) All costs associated with the requirements herein shall be borne by the Owner or party then occupying the affected Building and shall not be included in Common Area Maintenance Costs. Upon completion of any such construction, maintenance or repair, such Owner shall be responsible, at its sole expense, for restoring or repairing such Parcel(s) to substantially the condition in which it was in prior to such construction, maintenance or repair.

(e) Drainage Easements. An easement for the direction, discharge and drainage of surface water and storm water into and through the storm drainage system maintained from time to time on the Shopping Center. The drainage easement created by this Declaration is limited to the natural, normal and customary runoff of surface and storm waters, and in no event shall any Owner or Permittee cause the discharge of surface or storm waters from its Parcel over, across or into any other portion of the Parcel in any manner which materially interferes with the use and enjoyment of such other Parcel by the Owners or Permittees of such other Parcels. In the event of any such discharge which causes such material interference, the Owner causing such discharge shall be responsible for restoring or repairing such other Parcel to substantially the same condition in which it was in prior to such impermissible discharge. Declarant shall have the right to construct, on behalf of and at the expenses of all Owners, an on-site collection and/or cleaning system.

(f) Encroachment Easements. An easement in, on, over and under the Shopping Center for encroachments as may from time to time be required for Building overhangs, Building support columns, canopies, eaves, foundations, slabs, footings, walls of Buildings abutting other Buildings and which encroach as a result of settling (as to and among the Parcels), roofs of Buildings abutting other Buildings and which encroach as constructed or as a result of settling (as to and among the Parcels), pillars, doors which open outward into the Common Area or onto an adjacent Owner's Parcel and other minor encroachments. Notwithstanding the foregoing, this subparagraph shall not create easements for intentional encroachments without the written consent of Declarant.

2.2 General Easement Provisions. All rights, privileges and easements granted or reserved by this Declaration are perpetual, reciprocal and non-exclusive, unless otherwise specified. None of the Owners shall assign, transfer, convey or sell any of its rights as set forth in this Declaration except to a purchaser, lessee, sublessee, vendee, trust, deed of trust holder or mortgagee of a Parcel. No Owner shall grant an easement or easements of the type set forth in this Article II for the benefit of any property not within the Shopping Center, without the prior written consent of all of the Owners of the affected Parcels; provided, however, that the foregoing shall not prohibit the granting or dedicating of easements by an Owner on its Parcel to a Governmental Authority or to public utility company. The Owner of any benefited Parcel agrees that it will not use the easements for purposes other than as permitted herein and will at all times comply with all safety rules and regulations promulgated by Governmental Authorities having jurisdiction or authority over the easements.

2.3 Subdivision of Parcels. In the event any benefited Parcel hereunder shall, in the future, be subdivided into more than one parcel, or should the lot lines of any Parcel be adjusted, such subdivision or addition or lot line adjustment shall not terminate or otherwise affect any easement established hereunder nor shall any such subdivision or land acquisition be deemed to increase the burden upon the burdened Parcel, as limited by Paragraph 807 of the California Civil Code, or any similar or successor provision of law applicable to the apportionment of easements. In the event of a future subdivision of any Parcel, each of the resulting parcels shall be deemed to be a "Parcel" for purposes of this Declaration. In addition, recordation of a deed with respect to any subdivided Parcel shall constitute (a) a grant of a non-exclusive easement for the benefit of such subdivided Parcel over the portions of the easement areas located on the remaining Parcels for the uses and purposes and upon and subject to the

provisions of this Declaration, and (b) a reservation of a non-exclusive easement for the benefit of the remaining Parcels over the portions of the easement area located on such subdivided Parcel for the uses and purposes, and upon and subject to the terms and conditions set forth in this Declaration.

2.4 Subordination. The easements established hereunder shall be superior to any and all mortgages, liens, ground leases, licenses, covenants, financing instrument or other encumbrances hereafter affecting any of the Parcels, as well as any of the same specifically subordinated hereto (hereinafter collectively, the "**Mortgages**") pursuant to the form of lienholder subordination attached hereto as Exhibit "G" or such other form reasonably approved by Declarant. Any such Mortgages shall be deemed to be subordinate to this Declaration, and this Declaration shall survive any foreclosure of any such Mortgages; provided, however, that nothing in this Declaration will affect the validity of any such Mortgages.

2.5 No Dedication; No Easement by Implication; Prevention of Prescriptive Rights. The easements established in this Declaration are not intended to create, nor will they create, any prescriptive rights in the public. Neither the execution of this Declaration or any instrument which may be executed in connection herewith nor the granting of the easements described herein shall be deemed to grant any other easement to any third party or to establish any easement by implication. Each Owner hereby reserves the right to eject or cause the ejection from its Parcel any person not authorized, empowered or privileged to use that Parcel. Further, each Owner reserves the right to restrict access to its Parcel for such reasonable period or periods of time as may be legally necessary to prevent the acquisition of prescriptive rights by any person; provided, however, that prior to such restriction of access the Owner exercising that right shall give written notice to the other Owners, if applicable, of its intention to do so and shall coordinate such restriction of access with the other Owners so that no unreasonable interference with the operation of any other Owner's Parcel shall occur. Nothing contained herein shall be deemed to be a gift or dedication of any portion of any Parcel to the general public or for the general public or for any public purpose whatsoever.

ARTICLE III. PARKING

3.1 Parking Requirements. As used herein, the terms "**Parking Areas**" and "**Driveways**" shall be deemed to mean those parking areas and driveways, including but not limited to all curb cuts, entrances, exits, driveways, sidewalks, service drives, and access drives to public roads, which are devoted to non-exclusive use in common by the occupants and customers utilizing the businesses located and to be located on the Parcels, as such parking areas and driveways, subject to compliance with the limitations set forth in this Declaration, may from time to time be curbed, landscaped, expanded, reduced, rearranged or modified; provided, however, that no such curbing, landscaping, expansion, rearrangement or modification shall prohibit or materially adversely alter access to each Parcel, or said public streets abutting any Parcel. The combined Parking Areas of the Shopping Center shall contain ground level parking spaces of at least ninety-five percent (95%) of as many spaces as currently provided as of the original of recording of this Declaration, with the understanding that as to general parking on any particular Parcel, compliance will be considered cumulatively and may rely on parking spaces available on all of the other Parcels within the Shopping Center. In no event shall any parking be

permitted in the fire lanes of the Shopping Center, or, specifically, in areas that would block drive aisle access to and from the Parcels within the Shopping Center. In the event a party does park in the fire lane or block such drive aisle access at the Shopping Center, Manager shall have the right, at the applicable Owner's sole cost and expense, to enforce this rule by towing any cars as provided by Applicable Law.

3.2 Parking Charges. No charge of any kind shall ever be made for ingress to, egress from, or parking in the Shopping Center, unless ordered by a Governmental Authority. If so ordered, to the extent permitted by Applicable Laws, any such charge shall not be collected from customers and invitees but shall be prorated to the Permittees and paid by them as a Common Area Maintenance Costs. If the Governmental Authority does not permit such a treatment of the charge, but instead requires that it be collected from customers or invitees, Manager shall collect such charge and shall credit the amount received, less collection expenses, against Common Area Maintenance Costs.

3.3 Employee Parking. Each Owner shall use commercially reasonable efforts to cause the employees of the Permittees of its Parcel to park in the employee parking area designated by the Manager.

3.4 Designation of Short Term Parking. Declarant reserves the right in its sole and absolute discretion to designate from time-to-time the parking spaces abutting the pedestrian walkway immediately surrounding Parcel 6 as short-term, time limited parking for the benefit of Permittees and/or their customers on or within Parcel 6. Further, if required by a Governmental Authority in connection with Improvements and/or modifications to all or a portion of the Common Areas (including, without limitation, the Parking Area), then Declarant shall have the right to designate additional parking spaces anywhere within the Parking Areas (as the same may be modified from time to time as provided in this Declaration) as short-term, time limited parking for the benefit of Permittees and/or their customers in the Shopping Center.

3.5 Changes to Parking. In no event shall an Owner alter or permit any alterations of or to any parking spaces shown on the Site Plan without Declarant's prior written approval, to be granted or withheld in Declarant's sole discretion. In connection with the approval of any site plan for construction of any Buildings on any Parcel or any other required permit or approval by any Governmental Authority, each Owner shall not reduce the aggregate spaces within the Common Areas by more than five percent (5%) below the number of parking spaces provided as of the original recordation of this Declaration. No Building, sign, fence, wall, structure of any kind, pole, pipe, post or other facility (except exterior boundary walls or fences, decorative landscape plantings, walkways, arcades, curbs, roadways, fire hydrants or lighting facilities) shall be installed or erected in such manner so as to interfere with the use of the Common Areas for parking purposes.

ARTICLE IV. RESTRICTIONS

4.1 Establishment of Restrictions. In connection with the easements established in Article II above, to provide for the effective use of such easements for the purposes intended and for the operation of the Shopping Center as an integrated retail project, Declarant does hereby declare, establish and place certain covenants, conditions and restrictions on all of the Parcels as set forth below in this Article IV.

4.2 Compliance with Laws. Each Owner and Permittee shall comply with all Applicable Laws in connection with its use and ownership of the Shopping Center; in that regard, without limitation, each shall:

(a) be authorized to do business in the State of California and maintain such licenses as are necessary to lawfully operate;

(b) Obtain any and all entitlements required for the use of its Parcel (including, without limitation, those required in connection with the construction of any Improvements permitted to be constructed under the terms of this Declaration on its Parcel);

(c) pay when and as due all license fees, permit fees and charges of a similar nature relating to the conduct by an Owner or Permittee within any space in the Center;

(d) observe all reasonable requirements promulgated by Declarant at any time and from time to time relating to delivery vehicles, the delivery of merchandise, the storage and removal of trash and garbage, and use of the Parking Areas of the Shopping Center;

(e) not use, or permit to be used, any Building in a manner that would constitute a nuisance;

(f) not commit waste on or in the Shopping Center; and

(g) not permit any noises or sounds (due to intermittence, beat, frequency, shrillness or loudness) above the legal decibel level permitted, obnoxious odors or nuisances to emanate from its premises.

4.3 Declarant Approval. Declarant shall have the right to approve the proposed location, size and design (which shall include, without limitation, exterior design, color scheme, finish, proportions, style or architecture, height, appearance or materials of any proposed Improvements) of any and all Improvements to be constructed on any Parcel, including without limitation, buildings, landscaping, Driveways and Parking Areas, all in accordance with Article VI below.

4.4 Building Restrictions. Any new construction, reconstruction, modification, alteration or addition of or to any new or existing Improvement on any Parcel shall comply with all Applicable Laws, including, without limitation, setback requirements, coverage ratios and height restrictions. Without limiting the foregoing, Declarant shall have the right at any time, to establish height and Floor Area limitations on any Parcel which Declarant

owns by recording an amendment to this Declaration setting forth such modified height and/or Floor Area limitations. Declarant shall promptly notify all other Owners of modification by delivering a copy of such recorded amendment to this Declaration thereto.

4.5 Uses in General. Except as otherwise provided in this Declaration or as otherwise approved by the Declarant:

(a) The Shopping Center shall be used solely for retail, restaurant, and commercial uses such as, by way of example, retail office uses typically found in shopping centers of similar type and size (such as, by way of example but not limitation, retail banking financial institutions, retail stock and/or real estate brokerage offices, title and escrow company offices, travel and insurance agencies, and medical, dental, and legal clinics; provided, however, all such office, professional, and commercial uses shall be subject to the prior written approval of Declarant, which approval shall not be unreasonably withheld, conditioned or delayed). Each use is subject to the zoning regulations as adopted and amended by the City, and it is each Owner's and their respective Permittee's responsibility to verify that its and their respective uses are allowed within the underlying zoning regulations.

(b) Notwithstanding Sections 4.5(a) or 4.6(a) to the contrary, office use shall be permitted on the second floor of Parcel 6.

(c) No business operation shall be performed or carried out in such a manner that such operation or use, in the reasonable judgment of the Declarant, is or shall become an annoyance or nuisance to other portions of the Shopping Center or other Owners or Permittees, which shall in any way interfere with the quiet enjoyment by each of the Owners or Permittees of a Parcel, or which shall, in the Declarant's good faith business judgment, unduly burden parking within the Shopping Center.

4.6 Use Restrictions.

(a) No use shall be permitted which is inconsistent with the operation of a retail shopping/commercial center unless approved in writing by the Declarant. Neither the Shopping Center nor any portion of a Parcel shall be used in whole or in part for any of the prohibited uses set forth on Exhibit "E" attached hereto.

(b) No display or sale of merchandise, or any storage or placement of merchandise, portable signs or other objects shall be permitted outside the defined exterior walls, roof or permanent doorways of any Building on a Parcel except as approved by Declarant in the Outside Sales Area and otherwise in conformance with all Applicable Laws. Restaurant outdoor patio seating shall be allowed in conformance with Applicable Laws and the express written consent of the Declarant.

(c) No merchandise or substance shall be permitted to be sold, placed, stored within, or otherwise located upon or about the Parcels, nor shall any act be permitted on or about the Parcels, that will (i) cause or threaten the cancellation of any insurance covering any Building located upon any Parcels, or covering the Common Areas, or (ii) increase the insurance rates applicable to any Building located upon the other Parcels, or applicable to the Common Areas to rates which exceed the rates which would otherwise apply, unless the Owner agrees to

pay such increased cost pursuant to terms and provisions acceptable to Declarant in Declarant's reasonable discretion.

(d) There shall be no promotional, entertainment or amusement activities in the Common Area which would interfere with the use of the Common Area and related facilities without the prior written consent of Manager and the Owners of all Parcels upon which any such activities are to be conducted, and which may also be subject to the City's approval.

4.7 Hazardous Materials. No Owner or Permittee shall generate, use or transport or permit the generation, use or transport of Hazardous Materials (as hereinbelow defined) in, on, under or about its Parcel, or the Real Property, except for those Hazardous Materials, not in actionable quantities (such as cleaners and solvents), used in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws (as hereinbelow defined). Each Owner and Permittee shall immediately advise Manager in writing and provide Manager with a copy of: (a) any notices of violation or potential or alleged violation of any laws, ordinances or regulations which are received by said Owner and/or Permittee from any Governmental Authority concerning the generation, use, storage, release and/or disposal of Hazardous Materials in, on, under or about such Owner's Parcel; (b) any and all inquiry, investigation, enforcement, cleanup, removal or other governmental or regulatory actions instituted or threatened relating to such Owner, its Parcel(s) and/or the Permittees thereof; (c) all Claims made or threatened by any third party against such Owner, its Parcel(s) and/or the Permittees thereof relating to any Hazardous Materials; and (d) any release of Hazardous Materials in, on, under or about the Real Property which such Owner or Permittee knows of or reasonably believes may have occurred. Manager shall not be liable in damages or otherwise by reason of its receipt pursuant to this Section 4.7 of information of any kind submitted to Manager relating to Hazardous Materials, and no duty of any kind shall be inferred or imputed to Manager as a result of its receipt of such information. In no event shall Manager be obligated to make or perform any inquiry, investigation, enforcement, cleanup, removal or take any other action with respect to the presence of Hazardous Materials on any portion of the Real Property, nor shall Manager be obligated or permitted to take any action with respect to the presence of Hazardous Materials in, on, under or about any portion of the Real Property. Each Party shall Indemnify the other Parties from and against all Claims, including, but not limited to, costs of investigation, remediation or removal arising out of any Hazardous Materials used or permitted to be used by such Owner or Permittee, whether or not in the ordinary course of business. As used herein, the term "**Hazardous Materials**" shall mean any flammable explosives, hydrocarbons and/or petroleum products or fractions thereof, radioactive materials, hazardous or toxic wastes, substances or materials, including, but not limited to, those materials and substances which may now or hereafter be defined as "hazardous substances", "hazardous materials", "hazardous wastes" or "toxic substances", "regulated substances", "industrial solid wastes", or "pollutants" under Environmental Laws. "**Environmental Laws**" shall mean any and all federal, state or local laws, statutes, ordinances, rules, orders, permits, standards or requirements, together with all related amendments and implementing regulations, and all common law, relating to or imposing liability or standards of conduct (including disclosure or notification) concerning the protection of human health or the environment, industrial hygiene or unsafe conditions including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, the Emergency

Planning and Community Right-to-Know Act of 1986, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Solid Waste Disposal Act, the Clean Water Act, the Clean Air Act, the Toxic Substance Control Act, the Safe Drinking Water Act, the Occupational Safety and Health Act, the Porter-Cologne Water Quality Act and all regulations adopted in respect to the foregoing laws, all as previously amended and in the future to be amended.

4.8 Exclusives. Declarant has previously granted or intends to grant certain exclusive operating rights as set forth on Exhibit "F" (the "**List of Exclusives**"). Notwithstanding any provisions of this Declaration to the contrary, in the event that the provisions of a particular lease between an Owner and its Permittee are different from the List of Exclusives, then (a) as between such Owner and its Permittee, the lease provisions shall prevail; and (b) as between such Owner and the other Owners, the List of Exclusives shall prevail. Declarant hereby reserves the right to grant, in its sole discretion, additional exclusive operating rights to Owners and Permittees within the Shopping Center provided no future exclusive operating rights shall prohibit any operation or use which is in effect prior to the grant of such exclusive operating right by Declarant. In the event Declarant grants any such additional exclusive operating rights to an Owner or Permittee, all Owners, at the request of Declarant, shall promptly execute and record a supplementary Declaration amending this Declaration to provide for such exclusive operating rights. No Owner shall violate or permit its Permittee to violate the exclusive operating rights set forth on the List of Exclusives or any such additional exclusive operating rights granted by the Declarant pursuant to this Section 4.8. Any exclusive operating rights granted by Declarant to any Owner or Permittee shall run with and inure to the benefit of the Building or Parcel to which such rights initially relate and shall, except as otherwise provided on the List of Exclusives, terminate as to such specific exclusive operating right in the event the party enjoying such exclusive operating right ceases to operate its Building for such exclusive operating purpose for any continuous period of one hundred eighty (180) days, or such longer period of time as set forth in the exclusive ("**Dark Period**"). Any such Dark Period shall be extended by the period of any and each occurrence of any excusable delay as specified in Section 10.12 below. Such Dark Period shall not apply during any period in which such Building or some part thereof is being built, rebuilt, repaired or remodeled. The exclusive operating rights granted under this Section 4.8 shall apply to the use of the Shopping Center only and shall not be construed to give any Owner the exclusive right to any off-street parking.

ARTICLE V. OPERATION OF SHOPPING CENTER

5.1 Common Areas. Subject to existing easements of record, the Common Areas shall be used for roadways, walkways, ingress and egress, parking of motor vehicles, loading and unloading of commercial and other vehicles, for driveway purposes, and for the comfort and convenience of customers, invitees, contractors and employees of all businesses and occupants of the Buildings constructed within the Shopping Center in accordance with this Declaration. Declarant shall at all times have the right to modify, reconstruct, or alter the layout of the Improvements to the Common Areas, provided that no such modifications shall (a) prevent reasonable pedestrian and vehicular ingress and egress between Parcels, or (b) prevent the visibility of a Parcel, unless reasonably approved by the Owner of such Parcel. Notwithstanding the foregoing, Declarant will be permitted to make such modifications to the

Common Areas without the approval of such Owner/Owners if such modification is required by a Governmental Authority. In no event shall an Owner make any changes, modifications, or alterations to any of the Driveways, Parking Areas, or other Improvements at any time located within the Common Areas on their Parcel(s) without the express prior written consent of Declarant in accordance with the provisions of Article VI below.

5.2 Common Area Maintenance; Manager. In order for the Parcels of the Shopping Center to be maintained and utilized as an integrated retail center and to efficiently and effectively operate the Shopping Center, each of the Owners shall not perform any maintenance obligations on the Common Areas located within their respective Parcels, but shall delegate such Common Area Maintenance obligations to the Manager.

(a) The “**Common Area Maintenance**” shall include, but not be limited to, the following:

(i) removal of all papers, debris, dirt and refuse from the Common Areas as often as necessary;

(ii) maintenance of Parking Areas properly designated and painted with directional signs and striping;

(iii) maintenance of all paving and surface areas in level and smooth condition, evenly covered with a surfacing material of equal or superior quality to the kind originally installed thereon;

(iv) sweeping of the Common Areas by mechanical sweeper as often as necessary and steam/pressure cleaning of the sidewalks as needed;

(v) maintenance of all lights and light standards in the Common Areas, and of the Shopping Center Signs (as defined in Section 7.2 below);

(vi) lighting of the Common Areas, which shall include the main lighting of the Common Areas, at the levels of lighting as Manager reasonably deems appropriate, and from darkness each day until such hour as Manager reasonably deems appropriate for the Shopping Center; provided, however, that Manager shall maintain security lighting in the Common Areas during all other hours of darkness. Notwithstanding anything to the contrary contained herein, in the event any Owner is responsible for operating and maintaining the lighting of the Common Area located in its Parcel, each such Owner shall comply with and maintain at all times, the requirements for lighting the Common Areas located on its Parcel in accordance with the provisions contained in this Section 5.2 (vi);

(vii) maintenance of all above and below grade stormwater detention or retention facilities located within the Shopping Center;

(viii) maintenance, care and replacement of all irrigation systems and of shrubbery and other landscaping upon the Shopping Center and adjoining parkways so that such landscaping is in a healthy condition;

(ix) such supervision and security in the Common Areas as is reasonably necessary;

(x) repairing promptly any damage or deterioration to the Common Areas; and

(xi) maintenance and annual inspection of all fire lanes at the Shopping Center as required by the City or Building and Safety Department, if applicable.

(b) Manager shall have the right to take such steps as it deems reasonably necessary, pursuant to Applicable Laws, to prevent those persons not authorized by this Declaration to use the Common Area from using the Common Area for ingress, egress and parking. Such steps may include, without limitation, the construction of fences, walls or barricades along the boundary lines of any portion of the Shopping Center, except along the common boundary line of any Parcel with any other Parcel.

(c) All Common Area Maintenance shall be performed in a good and workmanlike manner and consistent with the standards of comparable retail centers in the vicinity of the Shopping Center.

(d) Manager shall carry or cause to be carried, comprehensive liability insurance on all of the Common Areas within the entire Shopping Center, to be maintained in the amount of (I) at least \$1,000,000 with respect to bodily injury or death to any one person, (II) at least \$2,000,000 with respect to bodily injury or death arising out of any one accident and (III) at least \$1,000,000 with respect to property damage arising out of any one occurrence. All of the Owners shall be named as additional named insureds. The limits of insurance set forth in this Section 5.2(d) may be increased in the reasonable discretion of the Manager from time to time to meet changed circumstances, including, without limitation changes consistent with the standards required by owners or landlords of other similar shopping centers located in the vicinity of the Shopping Center.

(e) Each Owner shall pay its Proportionate Share of the Common Area Maintenance Costs in accordance with the provisions of Section 5.4 below.

5.3 Easement for Manager. Declarant does hereby reserve, declare, establish, grant and convey for the benefit of the Manager and Manager's agents, employees and contractors, a permanent, non-exclusive easement to enter upon the Parcels (but not any Building erected thereon) for purposes of discharging the Common Area Maintenance obligations set forth in this Article V.

5.4 Maintenance Cost-Sharing Covenants.

(a) For so long as the Shopping Center shall be used for a retail shopping center (or office as allowed on Parcel 6) and related commercial purposes, each of the Owners shall pay its Proportionate Share of the Common Area Maintenance Costs. As used herein, "**Common Area Maintenance Costs**" shall mean all costs actually incurred by the Manager pursuant to the discharge of the Common Area Maintenance obligations as set forth in this Article V (and subject to the limitations set forth herein), including third party management

costs, bank fees and services charges, plus an administrative fee in an amount equal to fifteen percent (15%) of the Common Area Maintenance Costs actually incurred, as payment of the administrative costs incurred by the Manager in connection with the discharge of the Manager's obligations set forth in this Article V. Common Area Maintenance Costs shall not include amounts expended for:

- (i) initial construction of the Common Areas;
- (ii) any repairs to or reconstruction of any of the Common Areas resulting from Declarant's breach of any obligation or warranty in connection with construction of the Common Areas;
- (iii) any cost of maintaining or operating signs pertaining to a particular Owner or Permittee;
- (iv) any cost of maintaining or operating any area on a Parcel for trash storage or truck parking or unloading which exclusively serves a Building;
- (v) any Real Estate Taxes on the Common Area, it being understood that the Owner of each Parcel shall be obligated to pay such amounts with respect to its own Parcel (provided, however, that if any Real Estate Taxes are payable by the Owners but are not separately assessed, then Owners shall be obligated to pay its Proportionate Share of such amounts as described in Section 8.1 below); or
- (vi) marketing and promotion (including holiday decorations).

(b) At least sixty (60) days prior to the beginning of each calendar year, Manager shall submit a budget to each Owner for the estimated Common Area Maintenance Costs for that year, together with such back-up material as is reasonably necessary to substantiate the same. On the first day of each calendar month following the date on which this Declaration is recorded in the Official Records, each Owner shall pay to the Manager one-twelfth (1/12th) of the amount which the Manager shall reasonably estimate to be each such Owner's Proportionate Share of the Common Area Maintenance Costs for the next ensuing twelve (12) month period. The Manager shall use the funds so paid to pay the Common Area Maintenance Costs as the same become due and payable.

(c) Manager shall, within ninety (90) days after the end of each calendar year, send to each Owner a written statement (the "**CAM Statement**") of the actual Common Area Maintenance Costs incurred during the preceding year. Concurrently with the delivery of the CAM Statement, Manager shall refund the amount, if any, by which such Owner's Proportionate Share of the actual Common Area Maintenance Costs is less than the aggregate amount of the payments theretofore made by such Owner for such year. Should an Owner have paid less than its actual Proportionate Share during said period, such Owner shall pay to Manager the amount of such deficiency within thirty (30) days after receipt of the CAM Statement. Any amounts owing hereunder not paid within thirty (30) days after receipt of the CAM Statement shall be paid with interest at the rate specified in Section 9.2 below.

(d) Manager shall have the right, but not the obligation, to bill the Permittee of any Parcel directly for any Common Area Maintenance Costs which such Permittee is responsible for under its respective lease. In the event that Manager elects to so bill any such Permittee directly, Manager shall send a copy of the subject billing statement to the Owner of the Parcel on which such Permittee's premises are located concurrently with sending any such notice to the Permittee.

5.5 Records. In the event an Owner disputes the amount of the Common Area Maintenance Costs set forth in the CAM Statement delivered by Manager pursuant to Section 5.3(d) above, Owner shall have the right, at Owner's cost, after reasonable notice to Manager, to have Owner's authorized employees or an independent certified public accountant (which accountant is a member of a nationally or regionally recognized accounting firm and is not paid on a contingency fee basis) inspect and photocopy, at Manager's offices during normal business hours, Manager's books, records and supporting documents concerning the Common Area Maintenance Costs set forth in such CAM Statement; provided, however, Owner shall have no right to conduct such inspection, have an audit performed as described hereinbelow, or object to or otherwise dispute the amount of the Common Area Maintenance Costs set forth in any such CAM Statement unless Owner notifies Manager of such objection and dispute, completes such inspection, and commences and completes such audit within one (1) year immediately following Owner's delivery of the particular CAM Statement in question (the "**Review Period**"). Notwithstanding any such timely objection, dispute, inspection, and/or audit, and as a condition precedent to Owner's exercise of its right of objection, dispute, inspection and/or audit as set forth in this Section 5.5, Owner shall not be permitted to withhold payment of, and Owner shall timely pay to Manager, the full amounts as required by the provisions of this Article V in accordance with such CAM Statement; provided, however, that such payment may be made under protest pending the outcome of any audit as described below. An Owner's failure to dispute and/or audit the amounts set forth in any CAM Statement within the Review Period shall be deemed to be the Owner's approval of such CAM Statement and such Owner, thereafter, waives the right or ability to dispute the amounts set forth in such CAM Statement. If Manager and Owner determine that Common Area Maintenance Costs set forth on the CAM Statement are less than reported, Manager shall provide such Owner with a credit against the next installment of estimated Common Area Maintenance Costs in the amount of the overpayment by Owner. Likewise, if Manager and Owner determine that Common Area Maintenance Costs set forth on the CAM Statement are greater than reported, Owner shall pay Manager the amount of any underpayment within thirty (30) days. Owner agrees to keep, and to cause all of Owner's employees and consultants to keep, all of Manager's books and records and the audit, and all information pertaining thereto and the results thereof, strictly confidential, and in connection therewith, Owner shall cause such employees, consultants to execute such reasonable confidentiality agreements as Manager may require prior to conducting any such inspections and/or audits.

ARTICLE VI.

CONSTRUCTION OF IMPROVEMENTS; ALTERATIONS

6.1 Building and Improvement Restrictions. No Building or other Improvements shall be constructed, erected, placed, or substantially altered or modified from its previous condition without the prior written consent of Declarant, not to be unreasonably

withheld, conditioned, or delayed; provided, however, that Declarant shall be permitted to withhold its approval in the event that (a) any aspect or element of such proposed Building or other Improvement is not permitted under the provisions of this Declaration, (b) any such proposed construction, erection, placement, alteration or modification is not compatible, in Declarant's reasonable discretion, with the architectural themes and design of the buildings and other Improvements located in the Shopping Center, or (c) any such proposed construction, erection, placement, alteration or modification would, in Declarant's reasonable discretion, impair any parking or access rights granted to any Owner pursuant to this Declaration.

6.2 General Construction Requirements.

(a) All construction activities performed within the Shopping Center shall be performed in compliance with all Applicable Laws. All construction shall use new materials of good quality, and shall be performed in a good, safe, workmanlike manner.

(b) No construction activities performed by a Party shall:

(i) cause any unreasonable increase in the cost of constructing Improvements upon another Party's Parcel;

(ii) unreasonably interfere with construction work being performed on any other part of the Shopping Center;

(iii) unreasonably interfere with the use, occupancy or enjoyment of any part of the remainder of the Shopping Center by any other Party or its Permittees; or

(iv) cause any Building located on another Parcel to be in violation of any Applicable Law.

(c) No construction will alter the flow of surface water from one Parcel onto another Parcel; provided, that any alteration in the water flow which may occur as a natural consequence of normal construction activities and the existence of the Owners' Improvements shall be permitted, so long as Owner provides at its own cost for the proper disposition of water flow to the storm drainage system located outside of the Shopping Center.

(d) Each Party agrees to Indemnify each other Party and their Permittees, individually and collectively, from and against any and all Claims arising out of or resulting from any construction activities performed or authorized by such indemnifying Party; provided, however, that the foregoing indemnity shall not be applicable to any Claims caused by the gross negligence or willful act or omission of such indemnified Party or Permittee, or its licensees, concessionaires, agents, servants, employees, or anyone claiming by, through, or under any of them.

(e) The architectural theme of any Improvements constructed on any Parcel within the Shopping Center shall be compatible with the building elevations set forth in the Sign Criteria (which shall include, without limitation, exterior design, color scheme, finish,

proportions, style or architecture, height, appearance or materials of any proposed Improvements), as determined by Declarant, pursuant to Section 4.1 above.

(f) The parties acknowledge and agree that incidental encroachments upon the Common Area may occur as a result of the use of ladders, scaffolds, store front barricades and similar facilities in connection with the construction, maintenance, repair, replacement, alteration or expansion of buildings, Improvements, signs, utility lines and Common Area located in the Shopping Center, all of which are permitted hereunder so long as all activities requiring the use of such facilities are expeditiously pursued to completion and are performed in such a manner as to minimize any interference with the use of the improved Common Area or with the normal operation of any business in the Shopping Center.

(g) No construction or modification of a Building shall have a Floor Area greater than the Maximum Floor Area.

6.3 Submission and Approval of Plans. Prior to any excavation, construction or reconstruction of any Building or other Improvements, each Owner shall cause its licensed architect and civil engineers to submit to Declarant preliminary plans for such proposed Improvements. Declarant shall approve or disapprove said preliminary plans within thirty (30) days of the receipt thereof. If Declarant shall disapprove of the preliminary plans they shall be revised in such manner as is required to obtain Declarant's approval. Final plans, shall be consistent with the preliminary plans approved by Declarant and shall be delivered to Declarant for Declarant's approval at least thirty (30) days prior to commencement of construction. Declarant's final approval of the working plans shall be required prior to commencement of construction. Any approval of Declarant of preliminary or final plans shall be indicated only by a dated signature of Declarant on said plans. No change shall be made in the final plans approved by Declarant without the written approval of Declarant. Declarant shall have the right to inspect the progress of such construction to insure compliance with the final plans. Any inspection or approval of plans by Declarant shall be for the sole purpose of assuring compliance with Declarant's requirements as set forth herein, and no responsibility for proper engineering, safety, and/or design of facilities or compliance with applicable governing codes and regulations is implied or inferred on the part of Declarant by the plan approval.

6.4 Staging Areas. In connection with any construction, reconstruction, repair or maintenance on its Parcel, each Party reserves the right to create a temporary staging and/or storage area in the Common Area or in the Permitted Building Area on its Parcel at such location (a) as will not unreasonably interfere with access between such Parcel and the other areas of the Shopping Center; (b) as will not obstruct the main access drives and service drives designated on the Site Plan; and (c) as is reasonably approved by Declarant.

6.5 License to Use Common Areas.

(a) Each Party hereby irrevocably grants to each other Party and to its respective contractors, materialmen and laborers a temporary license during the term of this Declaration for access and passage over and across the Common Area of the grantor's Parcel as shall be reasonably necessary for the grantee to construct and/or maintain Improvements upon the grantee's Parcel; provided, however, such license shall be in effect only during periods when

actual construction and/or maintenance is being performed and such license shall not be used in a manner that will unreasonably interfere with the use and operation of the Common Area by others. Prior to using the license granted herein, the grantee shall endeavor to notify the grantor of the work to be performed.

(b) Any Party availing itself of the temporary license shall promptly pay all costs and expenses associated with such work, shall complete such work as quickly as possible, and shall promptly clean the area and restore and/or repair the affected portion of the Common Area to a condition which is equal to or better than the condition which existed prior to the commencement of such work.

(c) If a dispute exists between the contractors, laborers, suppliers and/or others connected with construction activities, each Party shall have the right to prohibit the contractors, laborers, suppliers and/or others working for another Party from using the Common Area on its Parcel.

6.6 Adjacent Buildings.

(a) The Parties hereby specifically consent to the placement of Buildings along their respective common boundary lines, and each Party shall support any request by another Party for a side-yard or setback variance if the same is required in order to accommodate such construction.

(b) The second Party to construct a Building adjacent to a common boundary line shall do so in a manner that does not result in damage to the Improvements in place on the adjoining Parcel, and such Party shall undertake and assume at its sole cost the obligation of completing and maintaining the nominal attachment (flashing and seal) of its Building to that of the existing Building on the other Parcel, it being the intent of the Parties to establish and maintain the appearance of one continuous Building complex. In performing such attachment, the wall of one Building shall not receive support from nor apply pressure to the wall of the other Building.

6.7 Liens.

(a) If any mechanic's lien is filed against the Parcel of one Party as a result of services performed or materials furnished for the use of another Party, the Party permitting or causing such lien to be so filed shall cause such lien to be discharged within twenty (20) days after the entry of a final judgment (after all appeals) for the foreclosure of such lien and shall Indemnify the other Party and its Parcel against all Claims on account of such lien or claim of lien.

(b) Nothing herein shall prevent a Party permitting or causing such lien from contesting the validity thereof in any manner such Party chooses so long as such contest is pursued with reasonable diligence and in good faith. If such contest is determined adversely (allowing for appeal to the highest appellate court), such Party shall promptly pay in full the required amount, together with any interest, penalties, costs or other charges necessary to release such lien.

(c) Notwithstanding the foregoing, upon request of the Party whose Parcel is subject to such lien, the Party permitting or causing such lien to be filed shall within twenty (20) days after notice thereof cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by Applicable Law to obtain such release and discharge. The Party permitting or causing such lien agrees to Indemnify the other Party and its Parcel from and against all Claims arising out of or resulting from such lien.

6.8 Damage or Destruction. Each Owner shall keep in full force and effect (or cause its Permittee to keep in full force and effect) a policy of "special forms" insurance covering loss or damage to any Building on their Parcel, together with such other structures and Improvements constructed thereon which are not Common Areas in the form and coverage amounts specified in Section 8.2 below. If any Building or other Improvements on a Parcel are damaged by fire or other casualty (whether insured or not), then the Owner of the damaged Parcel shall, subject to governmental regulations and/or insurance adjustment delays, within thirty (30) days of the date of such casualty, remove the debris resulting from such event and provide a sightly barrier. Within a reasonable time (not to exceed sixty (60) days with respect to commencement, and one hundred eighty (180) days with respect to completion, of such repair or restoration) after receipt of (a) insurance proceeds, (b) required governmental permits and approvals, and (c) approvals or consents required under this Declaration and any other instruments affecting the other Parcels, as applicable, all of which shall be promptly applied for and diligently pursued by the Owner of the damaged Parcel, the affected Owner shall (i) repair or restore the Building or other Improvements so damaged to a complete unit, such construction to be performed in accordance with all provisions of this Declaration, or (ii) erect another Building or other Improvements in such location, such construction to be performed in accordance with all provisions of this Declaration, at its sole cost and expense, in good condition and repair in a manner consistent with the maintenance and repair standards of the Common Area and as required under Article V above, until a replacement Building or other Improvement is erected thereon.

6.9 Damage to Common Area or Other Buildings. If any portion of the Common Area in the Shopping Center is damaged as a result of any casualty, and said casualty is covered by the Manager's insurance coverage, as required by Section 5.2(d) above, Declarant shall promptly perform or cause to be performed the reconstruction of the Common Area to a condition substantially equivalent to its condition immediately before the casualty, with the cost of such reconstruction (less any insurance proceeds received by Declarant in connection therewith but including the cost of any deductible paid therefor) being deemed a Common Area Maintenance Cost under this Declaration.

ARTICLE VII. SIGNS

7.1 Building Signs. Any exterior sign attached to the exterior of any Building located on a Parcel shall be in conformance with the Sign Criteria, all Applicable Laws and be harmonious with the architectural design and materials of the Shopping Center. Without limiting the foregoing, no signs shall be permitted on Building roofs nor shall any sign or portion of a sign project above the parapet or top of the Building upon which it is mounted.

7.2 Monument and Pylon Signs.

(a) Provided the same are approved by the City, Declarant may construct monument sign(s) and/or pylon sign(s) (each, a “**Shopping Center Sign**” and collectively the “**Shopping Center Signs**”) serving the Shopping Center and for the benefit of the Shopping Center, which Shopping Center Signs shall be maintained, repaired and replaced, as needed, by Manager, subject to reimbursement by the Owners pursuant to Section 5.2 above. Conformity with the Sign Criteria shall not ensure or constitute compliance with Applicable Laws and each Owner shall be responsible for ensuring that its signs, and the construction and installation thereof, comply with any and all Applicable Laws. Manager shall have no liability to any Owner with respect to such compliance. Subject to existing leases, Owners may make written application to Declarant for available locations on the Shopping Center Signs, if any, which application shall include color pictures of the proposed sign (or graphical representations thereof), dimensions of the sign and desired location/locations on the Shopping Center Signs, and Declarant, in its sole and absolute discretion, may grant such sign rights and determine the spaces and location(s) for the requested sign on the Shopping Center Signs.

7.3 Maintenance and Repair of Signs. Except where otherwise specifically stated herein to the contrary, each Owner shall, at its sole cost and expense, keep all of the signs and appurtenant facilities located upon its Parcel in good and clean order, operation and repair, consistent with a first-class shopping center, and shall repair to the original specifications any damage to such signs and appurtenant facilities. Maintenance shall include the repair or replacement of burned out light bulbs, broken parts, vandalized parts, and/or deteriorated parts.

7.4 Signage Expenses. If an Owner or Permittee is represented on the Shopping Center Sign, then such Owner or Permittee, as the case may be, shall pay to Declarant (or the Manager), within thirty (30) days after demand, from time to time, (a) all costs attributable to the fabrication and installation such Owner’s or Permittee’s name, as the case may be, on the Shopping Center Sign, plus (b) a pro-rata amount of all costs attributable to the lighting (if applicable), maintenance and repair of the Shopping Center Sign in the amount equal to the fraction, the numerator of which is the square footage of the Owners/Permittee’s sign panel on the Shopping Center Sign, and the denominator of which is the total square footage of all of the sign panels on the Shopping Center Sign.

ARTICLE VIII. OWNER RESPONSIBILITIES

8.1 Real Estate Taxes.

(a) Each Owner shall at all times cause the Real Estate Taxes (as hereinbelow defined), assessed against its Parcel, including, without limitation, the Common Areas located on its Parcel, to be paid before any penalty or late charge is payable with respect thereto. As used herein, the term “**Real Estate Taxes**” shall mean (i) *ad valorem* real estate taxes assessed by any Governmental Authority attributable to the Owner’s Parcel; and (ii) any other such taxes, charges and assessments, including, without limitation, any 1915 Bond Act assessments and/or Mello-Roos Community Facilities District taxes which are levied with respect to an Owner’s Parcel, including any Buildings or Improvements, and any improvements,

fixtures and equipment and other property of such Owner, real or personal, located on the Parcel, and including, without limitation, fees or assessments for any governmental services to the Parcel, service payments in lieu of taxes, or any tax which shall be levied in addition to or in lieu of real estate, possessory interest or personal property taxes, which are based upon, allocable to, or measured by or on the sales tax or excise tax levied by the State of California, any Governmental Authority with respect to receipt of rent, or are based upon or measured by such Owner's payroll or the value of Owner's equipment, furniture, fixtures, or other personal property of Owner located on the Parcel.

(b) Any Owner may contest, object to or oppose (herein "**Contest**") any tax, assessment, imposition or charge of which such Owner is required pursuant to Section 8.1(a) above for such Owner's Parcel, provided that prompt notice of such Contest shall be given by such Owner to Declarant and to the other Owners, and such Owner shall pay under protest such tax, assessment, imposition or charge which is the subject of a Contest. Each Owner agrees to cooperate with the contesting Owner at no out-of-pocket expense to the non-contesting Owner in any such Contest. The contesting Owner shall not subject a non-contesting Owner to any penalty, fine, interest criminal proceeding or increase in taxes, or to imminent danger of final sale or seizure of an Owner's interest in the Shopping Center, as a result of any such Contest. An Owner's failure to timely pay Real Estate Taxes for such Owner's Parcel shall be a default under this Declaration, and subject to the procedures in Article IX, the non-breaching Owners shall have all rights and remedies provided in Article IX, including, without limitation, the option (but not the obligation) of paying such delinquent or defaulted Real Estate Taxes.

8.2 Insurance. Each Owner shall, at its sole cost and expense, obtain and at all times maintain (a) a comprehensive liability insurance policy in the amount of (i) at least \$1,000,000 with respect to bodily injury or death to any one person, (ii) at least \$2,000,000 with respect to bodily injury or death arising out of any one accident and (iii) at least \$1,000,000 with respect to property damage arising out of any one occurrence, and (b) "Special Form" coverage insurance covering all Buildings and all other Improvements, in the amount full replacement cost of such Buildings and Improvements (excluding foundations, footings and excavation costs), with commercially reasonable deductibles. The limits of insurance set forth in this Section 8.2 are the minimum amounts required hereunder, and may be revised by the Manager from time to time to meet changed circumstances, including, without limitation, (x) changes in the purchasing power of the dollar, (y) changes indicated by the amount of plaintiffs' verdicts in personal injury actions in the state in which the Shopping Center is located, or (z) changes consistent with the standards required by owners or landlords of other similar shopping centers located in the county in which the Shopping Center is located.

8.3 Waiver of Subrogation. Each Owner and Permittee hereby waives any and all rights of recovery against each other Owner and Permittee for any loss or damage to the Buildings and Improvements located on its respective Parcels and/or in the Common Areas, or the contents contained therein, for loss of income on account of fire or other casualty, and each Owner's aforesaid policies of insurance shall contain appropriate provisions recognizing this mutual release and waiving all rights of subrogation by the respective insurance carriers.

8.4 Maintenance of Parcels and Improvements. Subject to the provisions of Article V above, each Owner shall keep, maintain, repair, manage and operate its Parcel(s) and

all Building(s) or Improvement (including utility lines and building signs) on its Parcel(s), whether occupied or unoccupied, in (a) good and clean order, and in a state of condition and repair, without public or private nuisance, in such manner to establish, maintain and present, at all times, the appearance of a clean, well-managed, attractive, well coordinated and unified operation; and (b) in compliance with all Applicable Laws. The obligations of the Owners described herein shall include, without limitation, the obligation to periodically wash the exterior portions of their Building(s) including any tile or standing-seam metal roofs and to maintain, repair, replace and keep free of refuse and rubbish (i) any service, loading, receiving or parcel pick-up or delivery areas situated on such Owner's Parcel(s), (ii) any portion of the Common Area situated within such Owner's Parcel which is devoted from time to time to the exclusive use of such Owner or its Permittees, and (iii) any Driveways, sidewalks, landscaping or other Improvements which are not part of the Common Area but which are installed for the exclusive use or benefit of such Owner or its Permittees including, without limitation, drive-through lanes and sidewalks, planters, bike racks, exclusive Parking Areas and/or Outside Sales Area. Each Owner hereby agrees to re-paint the exterior painted portions of its Building, if any, at least once during each five (5) consecutive year period, or such longer period of time as Manager may reasonably permit, to a common standard consistent with the majority of Buildings within the Shopping Center.

8.5 Indemnification. Each Party shall Indemnify the other Parties and Permittees, collectively and individually, from and against any and all Claims for injury to or death of any person or damage to or destruction of any property occurring in the interior of any Building constructed on the indemnifying Party's Parcel; provided, however, that the foregoing indemnity shall not be applicable to any Claims caused by the gross negligence or willful act or omission of such indemnified Party or Permittee, or its licensees, concessionaires, agents, servants, employees, or anyone claiming by, through, or under any of them.

8.6 Rights of Owner. If an Owner or its Permittees shall fail to comply with its obligations under Sections 8.1, 8.2 or 8.4 above and such failure continues for ten (10) days after the sending of written notice from the Manager to the Owner specifying such failure, the Manager shall have the rights and remedies set forth in Article IX below.

ARTICLE IX. REMEDIES

9.1 Default and Remedies. In the event of any violation (a "**Breach**") by any Owner or Permittee of any of the terms of this Declaration, which Breach has not been cured (i) within ten (10) business days of notice therefor by an Owner to such breaching Owner, its Permittee (if applicable) and Declarant (or if any such Breach is not reasonably susceptible of cure within such ten (10) business day period, then if the breaching Owner has not commenced promptly within such 10-business day period to effect a cure and thereafter diligently proceeds to complete the same), and (ii) thereafter, and provided that the breaching Owner is not the Declarant (or Declarant's Permittee), Declarant has not commenced enforcement of one or more of the rights and remedies below acting as a non-breaching Owner, a non-breaching Owner shall have the following rights and remedies:

(a) Substitute Performance. Without any obligation to do so, the non-breaching Owner may at its option: (i) pay any unpaid sum or settle or discharge any action therefor or judgment thereon, or (ii) enter an affected area and perform such work as may be reasonably necessary to resolve the same or restore any easement area Improvements thereon to the condition required hereunder, or (iii) provide other substitute performance of any obligations of the breaching Owner at such Owner's expense. In addition, a non-breaching Owner may enter the Parcel(s) owned by an Owner in Breach to remedy such Breach in the event of an emergency, where compliance with the notice and cure periods set forth above would likely result in damage to the Parcel(s) of the non-breaching Owner or injury to its Permittees, in which event such non-breaching Owner shall promptly thereafter give notice to the Owner in Breach of the nature of such Breach, the exigent circumstances requiring such immediate action and the action(s) so taken. In any such event, the breaching Owner shall reimburse the performing Owner for all direct costs or expenses connected with such performance within thirty (30) days after receipt of any itemized statement showing all such direct costs of remedying such default, plus interest on all such amounts owed at the rate set forth in Section 9.2 below from the date incurred until paid.

(b) Damages. A non-breaching Owner may bring a suit for damages for any compensable Breach of any of the easements or covenants contained herein, or for declaratory relief to determine the enforceability of any of the agreements contained herein, including all court costs, reasonable attorneys' fees and other costs of collection or enforcement related thereto.

(c) Equity. It is recognized that a Breach by an Owner or any Permittee, of one or more of the easements or rights or agreements contained herein, may cause a non-breaching Owner to suffer material injury or damage not compensable in money, and that the non-breaching Owner shall be entitled to bring an action in equity or otherwise for specific performance to enforce compliance with these restrictions or for an injunction to prevent or enjoin the continuance of any such Breach hereof.

(d) Abatement. Any such Breach of this Declaration or any provision hereof is hereby declared to be a nuisance, and a non-breaching Owner shall, after expiration of any applicable notice and cure periods set forth in this Declaration, be entitled to enter the Parcel or portion thereof as to which a Breach exists and summarily abate and remove, without further legal process, to the maximum extent permitted by Applicable Law, any structure, thing, or condition that may exist in breach of any of these restrictions, or to prosecute any remedy allowed at law or in equity for the abatement of such nuisance against any person or entity acting or failing to act in breach of these restrictions, all at the sole cost and expense of the breaching Owner or any Permittee having possession under such Owner.

(e) Lien Rights. Any costs or expenses paid or incurred by a non-breaching Owner pursuant to Article IX above or any amount owed to a non-breaching Owner as a result of a Breach by an Owner of a monetary covenant contained herein, in each case together with interest thereon at the rate set forth in Section 9.2 below as well as reasonable attorneys' fees and other costs of collection, shall upon recordation of a certificate or notice of lien or default become a continuing lien and charge against the breaching-Owner's Parcel until paid, and shall also be the personal obligation of the Person who was the Owner of such Parcel when such charges became due or when such Breach was committed. In connection therewith, the non-

breaching Owner may serve upon the breaching Owner, and may record in the Official Records, a certificate or notice of lien which shall contain the following information: (i) the name of the lien claimant; (ii) a statement concerning the basis for the claim of lien and identifying the lien claimant as a non-breaching Owner; (iii) an identification of the Owner or reputed Owner of the Parcel or Parcels or interest therein against which the lien is claimed; (iv) a description of the Parcel or Parcels against which the lien is claimed; and (v) a statement that the lien is claimed pursuant to the provisions of this Declaration, reciting the date and document number of recordation hereof. The notice of lien shall be duly acknowledged and contain a certification that a copy thereof has been served upon the Owner against whom the lien is claimed, by one of the methods permitted under Section 10.7 below. If such Breach is fully cured within thirty (30) days after such recording or delivery of notice (or within such longer period as may be required by Applicable Law), the non-breaching Owner shall record an appropriate release of any recorded lien within ten (10) business days after the Breach is so cured at the sole expense of the breaching Owner. If such Breach is not so cured, then the non-breaching Owner may act as its own trustee or may appoint another to serve as trustee to foreclose such lien by a sale conducted pursuant to the applicable sections of the California Civil Code or other statutory provisions applicable to the exercise of powers of sale in mortgages or deeds of trust, or in any other manner permitted by Applicable Law. The non-breaching Owner, through its authorized representatives, may bid on and acquire any property subject to such lien at any such foreclosure sale. The liens provided for hereby shall be subordinate to and shall not affect the rights of the holders of any obligation secured by a mortgage or deed of trust made in good faith and for value.

9.2 Interest and Late Charges. The late payment of any amount due to an Owner (or the Manager) exercising its rights under this Declaration will cause such Owner (or the Manager) to incur costs not contemplated by this Declaration, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any payment due to an Owner (or the Manager) exercising its rights under this Declaration is not received by the date when due, then without any requirement for notice to such breaching Owner, then such breaching Owner shall pay to the other Owner (or the Manager) exercising its rights under this Declaration a late charge equal to five percent (5%) of such overdue amount. Acceptance of such late charge by an Owner (or the Manager) exercising its rights under this Declaration shall in no event constitute a waiver of the default with respect to such overdue amount, or prevent the Owner (or the Manager) exercising its rights under this Declaration from exercising any of the rights and remedies granted hereunder. In addition to the foregoing, the breaching Owner agrees to pay interest at the rate of ten percent (10%) per annum (but in no event greater than the maximum interest rate permitted by California law) on any and all sums due under this Declaration from the payment due date until the date fully paid.

9.3 Waiver. No waiver by a non-breaching Owner of a Breach of any of these restrictions and no delay or failure to enforce any of these restrictions shall be construed or held to be a waiver of such Breach by any other Owner, or as a waiver of any succeeding or preceding Breach of the same or any other of these restrictions. No waiver of any Breach hereunder shall be implied from any omission to take any action on account of such Breach if such Breach persists or is repeated, and no express waiver shall affect a Breach other than as specified in said waiver.

9.4 Rights of Lenders. No Breach, enforcement or attempted enforcement of any of the terms, covenants, conditions or restrictions of this Declaration will defeat or render invalid the lien of any mortgage or deed of trust securing a loan made in good faith and for value with respect to development financing, permanent financing, or refinancing of a Parcel or any facilities thereon; provided, however, that all provisions of this Declaration will be binding upon and effective against any subsequent Owner of a Parcel or successor whose title to the property or any portion of such is acquired by foreclosure, trust deed sale, or otherwise.

9.5 Limitation of Liability. There shall be absolutely no corporate or personal liability of persons, firms, corporations or entities who constitute a Manager hereunder or a Party hereto, including, but not limited to, officers, directors, shareholders, members, partners, employees or agents thereof with respect to any of the terms, covenants, conditions, and provisions of this Declaration. Any non-breaching Party who seeks recovery from a breaching Party shall look solely to the interest of such breaching Party, its successors and assigns, in its Parcel(s), for the satisfaction of each and every remedy of the non-breaching Party.

ARTICLE X. MISCELLANEOUS

10.1 Binding Effect; Covenants Running with the Land. Declarant intends that every Person who now or in the future owns or acquires any right, title, estate or interest in or to a Parcel or any portion thereof shall be deemed conclusively to have agreed, that each term, covenant, condition and agreement contained in this Declaration shall be (a) a burden on each Parcel and shall be appurtenant to and for the benefit of all other Parcels, (b) covenants permitted to run with the land under Title 3 of Part 1 of Division 3 of the California Civil Code (Section 1457, et seq.) or incidental to such covenants and, as such, also permitted to run with the land under such Title and (c) inure to the benefit of and shall be binding upon the Owners, and their respective successors and assigns and all those (including mortgagees) holding under any of them.

10.2 Duration of Restrictions. This Declaration shall be effective as of the date on which it is recorded in the Official Records, and shall continue in full force and effect until 11:59 p.m. on December 31, 2060; provided, however, that (a) this Declaration shall be automatically renewed for additional ten (10) year terms unless sooner terminated unanimously by the Owners, and (b) the easements referred to in Article II and elsewhere herein, which are specified as being perpetual or as continuing beyond the term of this Declaration shall continue in force and effect as provided herein. Upon termination of this Declaration, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Declaration, except as relates to the easements mentioned above, shall terminate and have no further force or effect; provided, however, that the termination of this Declaration shall not limit or affect any remedy at law or in equity that an Owner may have against any other Owner with respect to any liability or obligation arising or to be performed under this Declaration prior to the date of such termination. Upon termination of any of said restrictions, at the request of an Owner, the owners of all other portions of or interests in the Shopping Center shall immediately execute and deliver to such requesting owner such instruments as may be reasonably necessary to evidence the termination of said restrictions on the public record.

10.3 Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of California. The invalidity or unenforceability of any part or provision of this Declaration shall not affect the validity or enforceability of any other part or provision.

10.4 Modification of Agreement. Any modification or amendment to this Declaration may be made by Declarant, provided that in no event shall any such modification or amendment extinguish any Common Area easement benefiting any of the other Owners or materially and adversely impair any of the remaining Owner's use of such Owner's Parcel as contemplated under land use entitlements approved by the applicable Governmental Authority, unless consented to by the Owner of such impacted Parcel, and which consent shall not be unreasonably withheld. No termination, extension, modification, or amendment hereof will be effective until a written instrument setting forth its terms has been executed, acknowledged and recorded in the Official Records.

10.5 Approvals. Upon receipt by a Party of a request for approval or request for a vote, a Party shall, within thirty (30) days after receipt of such request, notify the Party making such request of its approval or shall notify the Party of any objections and specifically stating such objections. Failure to give any written notice of approval or disapproval within the period provided above shall constitute approval by the Party from whom approval is sought, but only if the request for approval states that failure to disapprove within the specified period shall constitute approval.

10.6 Estoppel. Upon receipt by a Party of a written request for an estoppel letter or certification that there are no defaults under this Declaration or requesting any other commercially reasonable information typically required in estoppel letter or certificates, a Party shall, within twenty (20) days after receipt of such request, respond to such request and include, without limitation, an indication that there are no defaults or specifying the nature of such defaults. Failure to give any estoppel within the period provided above shall constitute notice that there are no defaults or affirming the information required, but only if the request for the estoppel states that failure to disapprove within the specified period shall constitute approval.

10.7 Notices. All notices, consents, requests, demands, approvals, waivers and other communications desired or required to be given hereunder (referred to as "notices") shall be in writing and signed by the party so giving the notice, and shall be effective when personally delivered or forty-eight (48) hours after deposit in the United States mail, as certified or registered mail, return receipt requested, first-class postage and fees prepaid, or overnight courier with return receipt, addressed to the parties at such address as any Owner shall designate in writing to the other Owners and to Declarant as follows:

SFS Promenade LLC
c/o Milan Capital Management, Inc.
888 Disneyland Dr., Suite 101
Anaheim, CA 92802
Attention: Landon Wright

with a copy to:

Kennerly, Lamishaw & Rossi LLP
707 Wilshire Boulevard, Suite 1400
Los Angeles, California 90017
Attention: J. David Hitchcock, Esq.

Anyone entitled to receive notice hereunder may, from time to time, change his or its address for receiving notices by giving written notice thereof in the manner outlined above. Notwithstanding any other provisions in this Declaration for notices of Breach, the mortgagee of any Owner in default hereunder shall be entitled to notice of said default, in the same manner that other notices are required to be given under this Declaration; provided, however, that said mortgagee shall have, prior to the time of the Breach, notified the party hereto giving said notice of default of the mortgagee's mailing address and requested notice of any Breach.

10.8 Costs of Enforcement. If a Party brings an action at law or in equity to enforce or interpret this Declaration, the prevailing Party in such action shall be entitled to recover reasonable attorney's fees and court costs and expert witness fees for all stages of litigation, including, but not limited to, appellate proceedings, in addition to any other remedy granted.

10.9 No Waiver. The failure of any Party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Party may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions. No waiver by any Party of any default under this Declaration shall be effective or binding on such Party unless made in writing by such Party and no such waiver shall be implied from any omission by a Party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this Declaration shall not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Declaration.

10.10 Negation of Partnership. None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate owner, and no Party shall have the right to act as an agent for another Party, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

10.11 No Third Party Beneficiary. Except as herein specifically provided, no right, privileges or immunities of any Party hereto shall inure to the benefit of any third-party Person, nor shall any third-party Person be deemed to be a beneficiary of any of the provisions contained herein.

10.12 Excusable Delays. Whenever performance is required of any Person hereunder, such Person shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at

any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any cause beyond the reasonable control of such Person, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. The provisions of this section shall not operate to excuse any Person from the prompt payment of any monies required by this Declaration.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

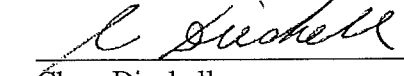
IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

DECLARANT:

SFS PROMENADE, LLC,
a Delaware limited liability company

By: SFS Promenade Member LLC,
a California limited liability company
Its: Managing Member

By: Tivoli Capital, Inc.,
a California corporation
Its: Managing Member

By: 
Claus Dieckell
Its: President

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On March 24th, 2014, before me, CHRISTINE NGUYEN TRAN, a Notary Public, personally appeared MR. CLAUSS DIECKELL, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *chrhau* (Seal)



EXHIBIT "A"
LEGAL DESCRIPTION OF THE SHOPPING CENTER

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

PARCEL 1, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 22523, FILED IN BOOK 245, PAGES 53 TO 59, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM THAT PORTION OF PARCEL 1 INCLUDED WITHIN THE LINES OF LOT 96 OF TRACT NO. 16941, RECORDED IN BOOK 390, PAGES 48 TO 50 INCLUSIVE OF MAPS, ALL MINERALS, COALS, OILS, PETROLEUM, GAS, KINDRED SUBSTANCES UNDER AND IN SAID LAND, BUT WITHOUT RIGHT OF ENTRY ON THE SURFACE THEREOF, AS EXCEPT BY WILROSE CORPORATION, A CALIFORNIA CORPORATION, IN DEED RECORDED FEBRUARY 28, 1951 AS INSTRUMENT NO. 1381, OFFICIAL RECORDS.

Assessor's Parcel Number: 8008-004-086

END OF LEGAL DESCRIPTION

EXHIBIT "B"

**SITE PLAN OF THE SHOPPING CENTER;
DEPICTION OF PERMITTED BUILDING AREAS**

[Attached as the immediately following page.]

Santa Fe Springs Promenade Site Plan of Permitted Building Areas

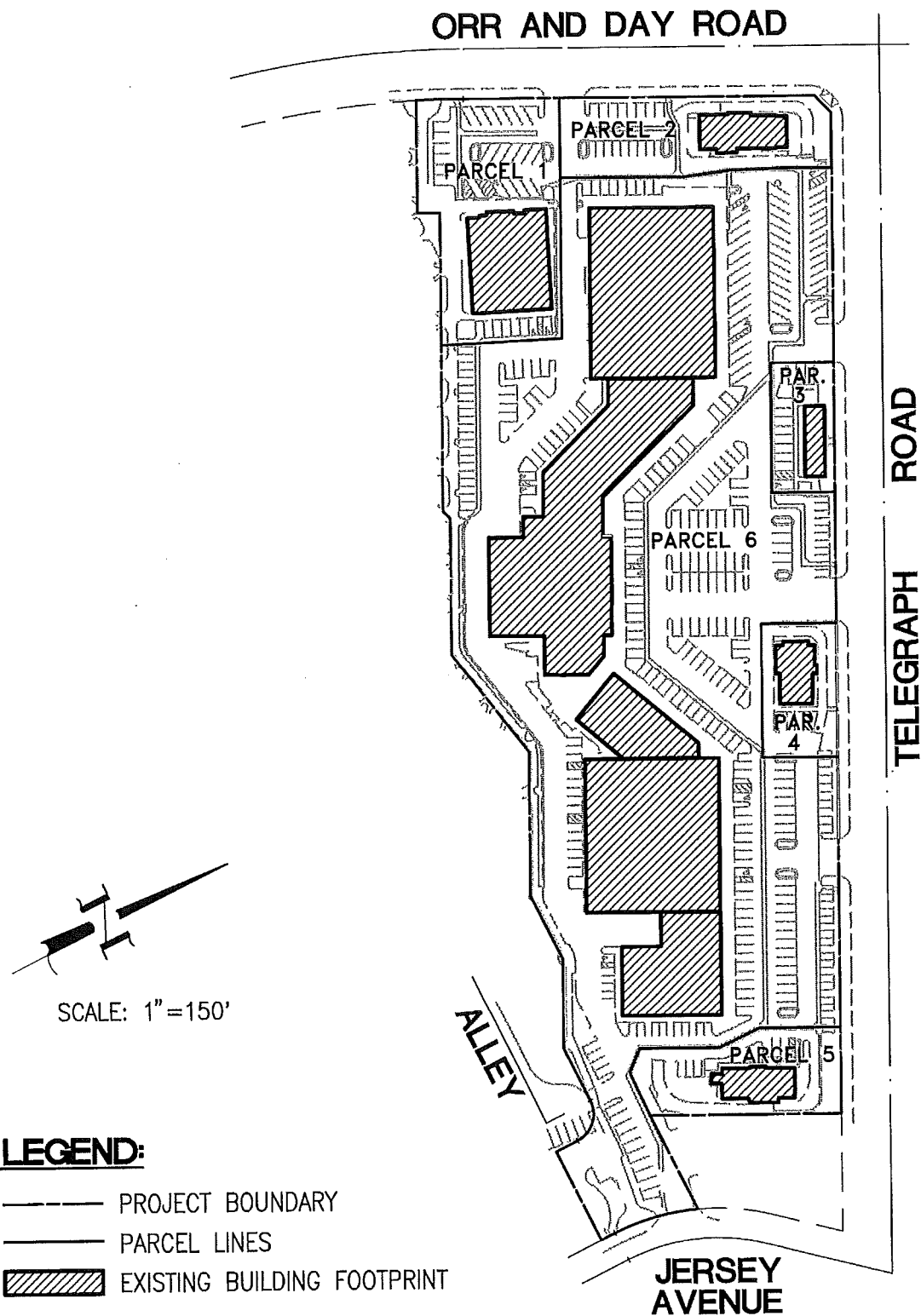


EXHIBIT "C"

**MAXIMUM FLOOR AREAS;
PROPORTIONATE SHARES FOR COMMON AREA EXPENSE**

Parcel	Maximum Floor Area	Current Floor Area	Proportionate Share
1	7,919	7,919	6.8701%
2	3,058	3,058	2.6529%
3	1,422	1,422	1.2336%
4	2,268	2,268	1.9676%
5	2,486	2,486	2.1567%
6	98,115	98,115	85.1190%
<hr/>			
Total	115,268	115,268	100.0000%

EXHIBIT "D"

SIGN CRITERIA

[Attached as the immediately following page.]

Comprehensive Sign Program

Santa Fe Springs P R O M E N A D E

11442 - 11570 Telegraph Road / 9930 Orr & Day Rd., Santa Fe Springs, CA

Prepared for Owner:

Milan Capital Management
888 S. Disneyland Drive Suite 101
Anaheim, CA 92802

(714) 687-0000

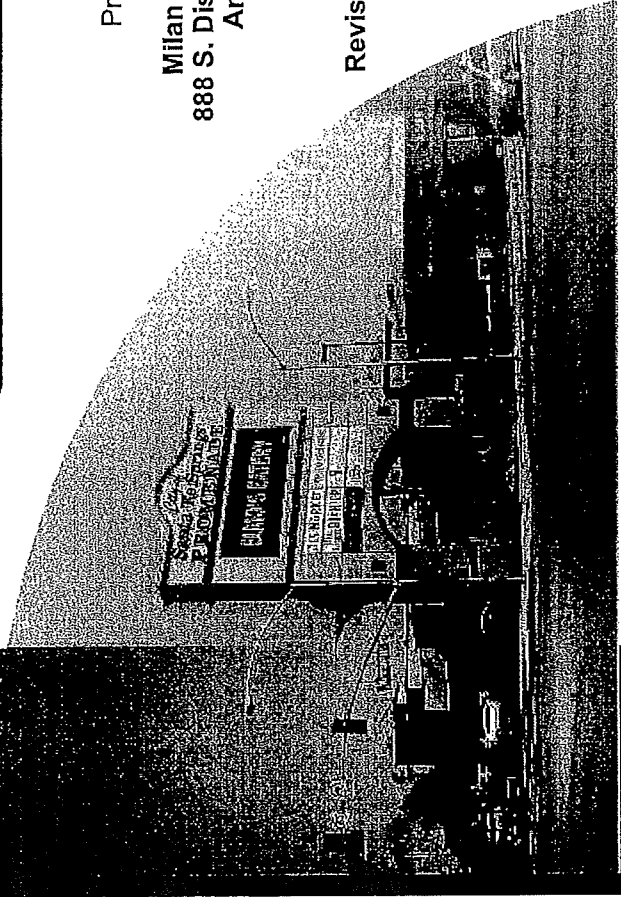
Revised: January 31, 2013

APPROVED

DEPT. OF PLANNING AND DEVELOPMENT

CITY OF SANTA FE SPRINGS

DATE: 01/31/2013 BY: Raymond M. Moseley



Comprehensive Sign Program

Santa Fe Springs P R O M E N A D E

11442 - 11570 Telegraph Road / 9930 Orr & Day Rd., Santa Fe Springs, CA

(714) 687-0000

Cover Page	01
Table of Contents	02
Introduction	03
General Provisions	04
Technical Criteria / Temporary Signs	05
Guarantee / Insurance / Approval Procedures	06
Site Plan	07
Freestanding Pylon Sign / General Provisions	08
Monument Signs / General Provisions	09
Small Shop Building Signage / Detail Size and Specifications	10
Small Shop Signage Building Sample Exhibit	11
Major / Tenant / Building Signage / Detail Size and Specifications	12
Major / Tenant Signage / Building Sample Exhibit	13
Major / Tenant Signage / Building Sample Exhibit	14
Major / Tenant Signage / Building Sample Exhibit	15
Pad / Tenant Signage / Building Sample Exhibit	16
Window Graphics / General Provisions	17

Comprehensive Sign Program

Santa Fe Springs P R O M E N A D E

11442 - 11570 Telegraph Road / 9930 Orr & Day Rd., Santa Fe Springs, CA

(714) 687-0000

INTRODUCTION

The purpose of this sign program is to ensure the design and production of quality signage which compliments the architecture of the Santa Fe Springs PROMENADE (the "Shopping Center"), and reflects the intent of Milan Capital Management ("Landlord") and the City of Santa Fe Springs (the "City") to achieve a visually coordinated, balanced, and effective signage environment at the Shopping Center.

Conformance to the provisions of this sign program shall be strictly enforced. Landlord's approval for all the signage must be obtained before a City permit is sought, and no sign shall be installed without City and Landlord approval. Tenants are encouraged to provide signage designed and produced in a manner that exceeds the quality and aesthetic impact of most shopping center signage. Within the parameters of this sign program, innovative use of the materials, techniques, typography, and color are encouraged, subject to the discretion of the Landlord and the City.

Prepared for Owner:

Milan Capital Management
888 S. Disneyland Drive Suite 101
Anaheim, CA 92802

GENERAL PROVISIONS

- A. Tenant primary identification signage shall include the business name, as presented in the Lease agreement, and as an option, an established company logo. Auxiliary graphic elements will be allowed upon the approval of the Landlord, which approval may be withheld at the sole discretion of the Landlord and the City. Anchor tenants may have secondary signage as provided below.
- B. All tenants shall have one (1) primary identification sign on the front elevation of their premises. Tenants with premises having two or more "public" elevations may place additional signage on each such "public" elevation, upon Landlord and City approval.
- C. All signs shall be designed, constructed and installed at the Tenant's sole expense, by professional sign contractors licensed for such work in the State of California and the City.
- D. All new signs and sign installation shall conform to all applicable zoning, building, fire, and electrical codes, ordinances, and regulations.
- E. In the course of sign installation, repair or removal, Tenant and/or Tenant's signs contractor(s) shall not damage any portion of the Shopping Center buildings, roofs, or other improvements. The Tenant shall be fully responsible for the immediate repair of any damage thus caused.
- F. The Tenant shall be responsible for the maintenance and continual proper operation of Tenant's signs throughout the term of the lease. Should Tenant's signage require maintenance or repair, and Tenant fails to cause such maintenance or repair, Landlord shall give Tenant thirty (30) days written notice to effect all necessary maintenance, repairs, or replacements. Should Tenant fail to accomplish this, Landlord shall have the right to cause such maintenance, repairs, or replacements at Tenant's sole expense. Failure by the Tenant to reimburse Landlord within ten (10) days of Landlord's demand, for costs thus incurred shall constitute a default of the Lease.
- G. Upon the termination of the tenancy, for whatever reason, the Tenant at Tenant's sole expense, shall cause the prompt removal of Tenant's signage from the Shopping Center, and shall cause all penetrations of the fascia or other surfaces to be repaired and repainted to match the existing finishes.
- H. The following are strictly prohibited:
1. Animated, flashing, smoke-emitting, odor-emitting, audible, off-premises, vehicular, or portable signs.
 2. Cabinet signs, foam letters or exposed neon.
 3. Exposed raceways, crossovers, conduits, conductors, junction boxes, transformers, etc. Exposed lamps or tubing, without explicit approval of the Landlord and City.
 4. Signage lettering or graphics painted directly onto any exterior wall, roof, or other building surface, or on plywood or similar panels.
 5. Hand held signage or tear drop signs.

TECHNICAL CRITERIA

- A. All tenant identification signs shall utilize internally illuminated channel letters, shall have a disconnect switch within visible proximity of the sign, and shall be powered from an electrical circuit controlled by a dedicated time clock. Small logo elements and graphic accents may be illuminated if part of an overall composition. At the Landlord's option, the Landlord may provide signage circuits and time clocks at the Landlord's house panel, with conduit and wiring extended to a junction box at an appropriate location to serve individual shop premises. In such case, the tenant shall connect tenant's signage to this circuit as part of tenant's signage installation. Anchor tenants, Major tenants, and single -user pad tenants shall provide circuits and time clocks for their own signage.
- B. Channel letters and logo forms shall be fabricated, using fully welded construction, from minimum 22 gauge sheet metal or 0.063 aluminum formed into a pan channel configuration, with a five inch (5") deep side return. Each letter shall have a minimum of two 1/4" diameter weep holes for drainage of water. The insides of the channel letters and logo forms shall be painted white. Returns may be painted dark bronze, white or to match letter face. 3/4" to 1" trim cap edges shall be used at the perimeter of all letters and logo boxes. Trim cap colors shall be either dark bronze or to match the face color of the letter. Separate trim caps will not be required for sign faces constructed of formed acrylic with internal trim caps. Reinforced 1" 'Jewelrite' (or equal) trim cap to be used for letters larger than 36" in height.
- C. All raceways, cabinets, conduits, conductors, junction boxes, transformers, etc. shall be concealed. All exterior signs shall be secured with stainless steel, nickel, or cadmium-plated fasteners.
- D. All penetrations of exterior fascias of the Shopping Center buildings are to be sealed watertight, then painted to match existing fascia color. Primary and consequential damage resulting from leaks at penetrations for Tenant's signage shall be the Tenant's responsibility.
- E. UL labels shall be placed on all electrical signs. All electrical signs must have disconnect switches in or adjacent to the signage and must fully comply with the Uniform Building Code and National Electric Code.
- F. Tenant sign faces shall be 1/8" or 3/16" thick acrylic, as manufactured for outdoor advertising or equal material. Translucent vinyls can be used for acrylic face overlay decoration.
- G. Signs shall utilize no more than three face colors. Signage based on registered trade mark graphics or part of an established logo used by a "chain" of five or more existing locations. Major Tenant as defined herein, can be allowed at the discretion of the Landlord and the City.

TEMPORARY SIGNAGE

- A. Temporary signage for special promotional purposes (such as banners, pennants, flags, etc.) may be allowed under certain circumstances, but only upon the prior written approval of the Landlord, provided that such signage is otherwise allowed by the City. Temporary signage may be displayed, if otherwise approved by Landlord for a maximum of thirty (30) consecutive days during the grand opening of a business, or for a period of time not to exceed fourteen (14) consecutive days for a promotional sales event in any calendar year. Temporary signage must be professionally fabricated and installed for a high quality appearance. Any temporary signage judged by the Landlord, in the Landlord's sole discretion, to detract from the appearance or operation of the Shopping Center shall be promptly removed or relocated by the Tenant upon Landlord's request.

GUARANTEE

- A. All signage shall be guaranteed by the contractor to be free from defects in material and workmanship for a period of not less than one year from date of the Landlord's acceptance of the completed installation. Defective elements covered by such guarantees shall be replaced immediately and without charge.

INSURANCE AND INDEMNITY

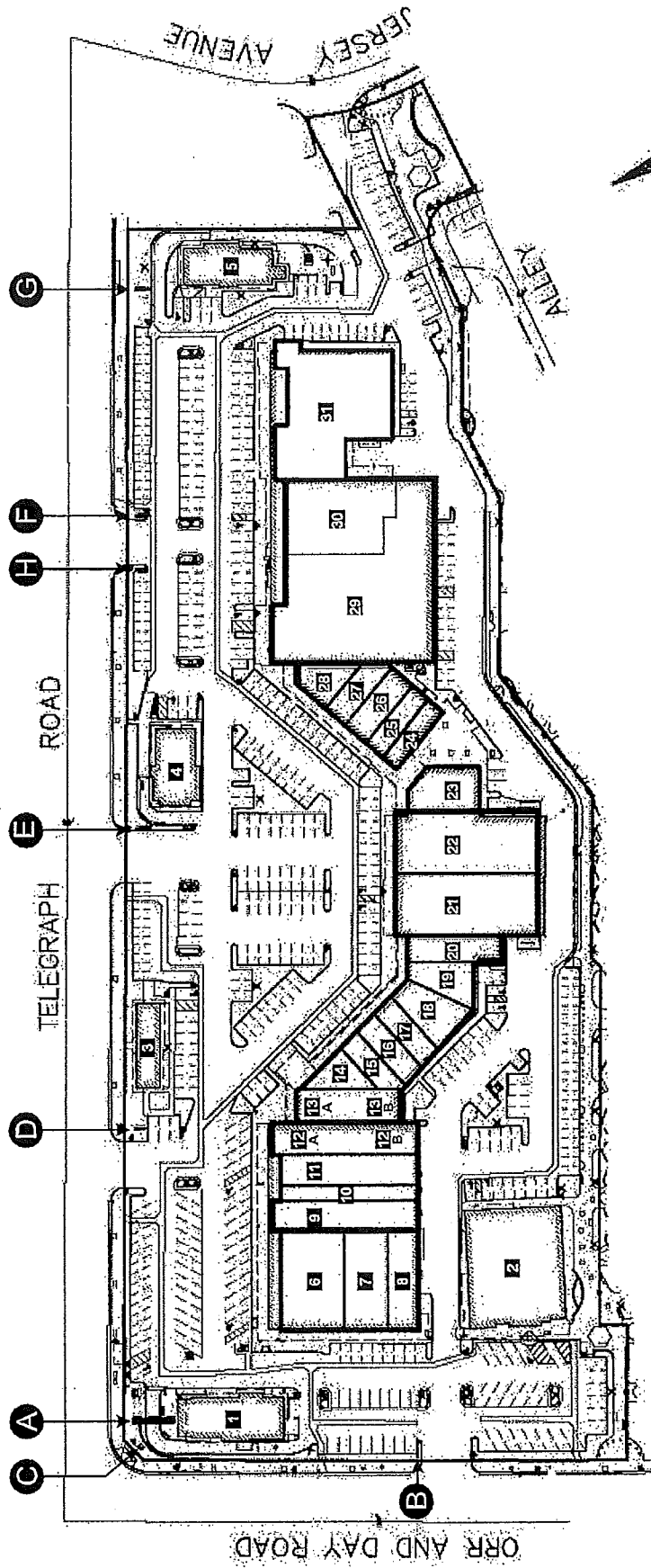
- A. Each contractor shall carry workman's compensation insurance per California law, and automotive liability and public liability insurance, with limits of not less than \$1,000,000 on an occurrence basis, against all claims or damage suffered or done to any and all persons and property while engaged in the construction or erection of signs at the Shopping Center, and shall provide evidence of such coverage to Landlord prior to entering the Landlord's property for such work.
- B. The tenant shall be fully responsible for the operations and actions of the Tenant's sign contractor(s), and shall indemnify, defend, and hold the Landlord and his agents harmless from claims, costs, damages, and liabilities on account thereof.

APPROVAL PROCEDURES FOR TENANT SIGNAGE

- A. Each tenant shall submit or cause to be submitted to the Landlord for approval, prior to fabrication, four (4) color copies of detailed drawings (max. paper size 11x17) indicating: sign locations on Site Plan and elevation views, dimensions of signs and leasehold footage, allowable and proposed surface areas, layout, design, color(s), illumination, materials, detailing, method of attachment, and any other relevant characteristics, for all signage proposed for installation at the subject premises. If requested by Landlord or City, Tenant shall provide color and material samples.
- B. Such submittal shall be made on a timely basis to allow Landlord review, City review and permitting, and fabrication and installation of all proposed signage prior to Tenant's projected opening date or signage installation date.
- C. All signs shall be reviewed by the Landlord for conformance to this sign program, as well as general signage quality and appropriateness. Approval or disapproval of signage based on aesthetics or other design features shall remain the sole right of the Landlord. Upon review, the Landlord shall return to the tenant two (2) copies of the tenants sign drawings, either marked as "Approved", "Approved Subject to Comments," or "Disapproved" with particular comments. To be valid, all approvals by Landlord must be in writing, and in reference to particular drawings or specifications. If the sign proposal is marked "Disapproved," the tenant shall promptly cause the resubmittal of a revised proposal.
- D. All necessary permits for signs and installation thereof shall be obtained by the tenant or its representatives, prior to manufacturing of the signage. Upon receipt of the Landlord's written approval, each Tenant shall promptly submit two (2) sets of drawings, bearing Landlord's approval, for Tenant's proposed signage to the City for City approval and signage permits.
- E. Upon issuance of such permits, the tenant shall provide photocopies thereof to the Landlord, prior to signage installation.

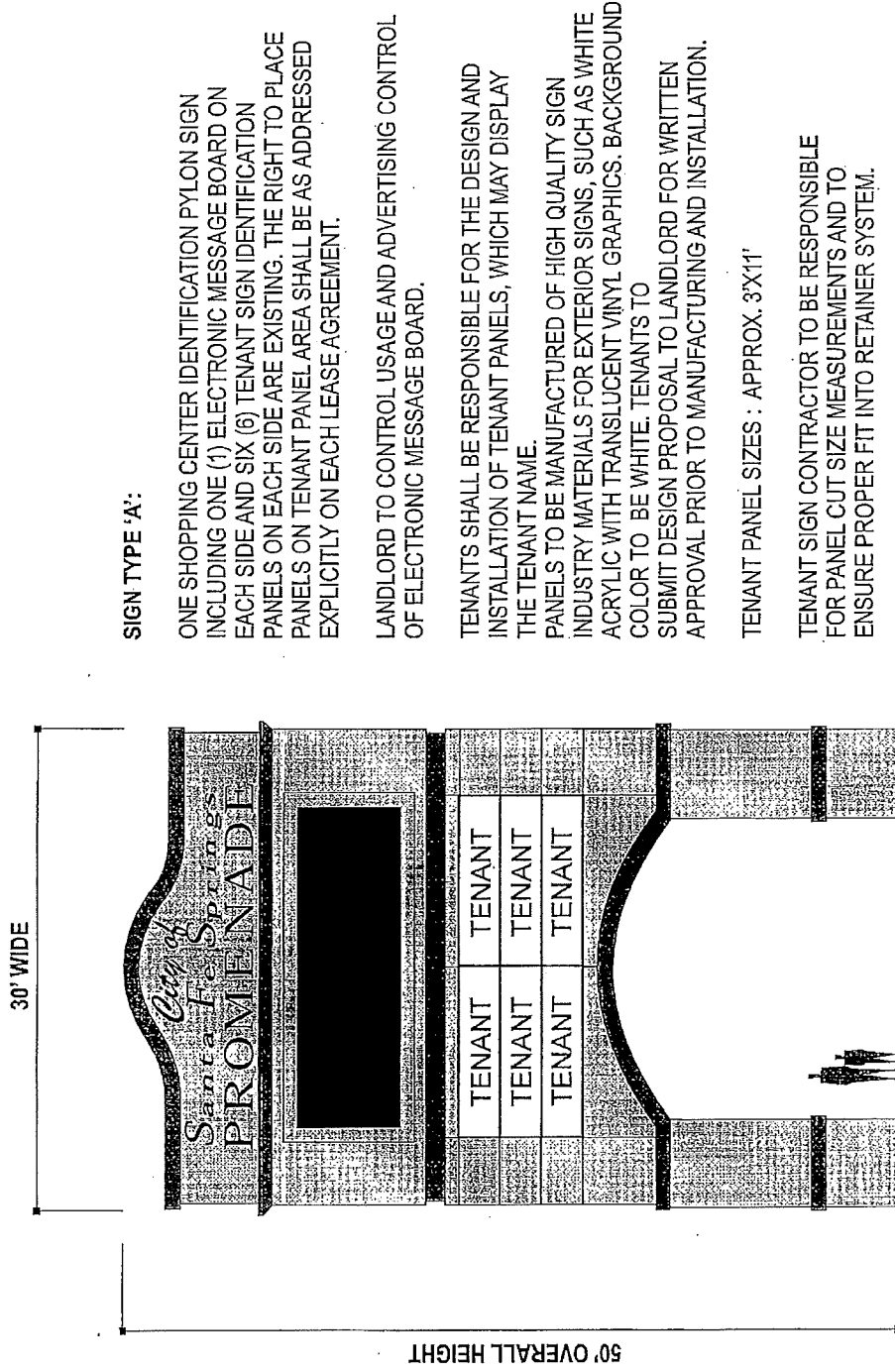
● FREESTANDING PYLON AND MONUMENT SIGNS (EXISTING)
 25' MINIMUM DISTANCE BETWEEN FREESTANDING SIGNS.
 8' MINIMUM SET BACK FROM PROPERTY LINE (AS EXISTING)

■ TENANT



Santa Fe Springs Promenade
 11442 - 11570 Telegraph Road
 9930 Orr & Day Road
 Santa Fe Springs, CA 90670

- PAD TENANTS 1 TO 5
- SHOP TENANTS 6 TO 28 AND 30
- MAJOR TENANT 29 AND 31



SIGN TYPE 'A':

ONE SHOPPING CENTER IDENTIFICATION PYLON SIGN INCLUDING ONE (1) ELECTRONIC MESSAGE BOARD ON EACH SIDE AND SIX (6) TENANT SIGN IDENTIFICATION PANELS ON EACH SIDE ARE EXISTING. THE RIGHT TO PLACE PANELS ON TENANT PANEL AREA SHALL BE AS ADDRESSED EXPLICITLY ON EACH LEASE AGREEMENT.

LANDLORD TO CONTROL USAGE AND ADVERTISING CONTROL OF ELECTRONIC MESSAGE BOARD.

TENANTS SHALL BE RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF TENANT PANELS, WHICH MAY DISPLAY THE TENANT NAME. PANELS TO BE MANUFACTURED OF HIGH QUALITY SIGN INDUSTRY MATERIALS FOR EXTERIOR SIGNS, SUCH AS WHITE ACRYLIC WITH TRANSLUCENT VINYL GRAPHICS. BACKGROUND COLOR TO BE WHITE. TENANTS TO SUBMIT DESIGN PROPOSAL TO LANDLORD FOR WRITTEN APPROVAL PRIOR TO MANUFACTURING AND INSTALLATION.

TENANT PANEL SIZES : APPROX. 3'X11'

TENANT SIGN CONTRACTOR TO BE RESPONSIBLE FOR PANEL CUT SIZE MEASUREMENTS AND TO ENSURE PROPER FIT INTO RETAINER SYSTEM.

A D/F PYLON SIGN / CENTER I.D. / MULTI TENANT I.D. SIGN PANELS

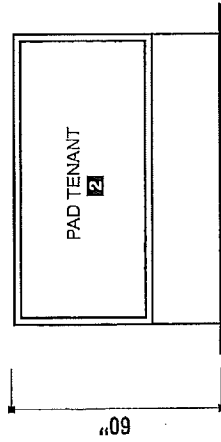
SIGN TYPE 'B', 'C', 'D', 'E', 'F', 'G':

SIX (6) TENANT MONUMENT SIGNS EXIST. SIGNS ARE 60" IN HEIGHT AND ARE CONSTRUCTED OF ALUMINUM CLADDING WITH TEXTURE FINISH AND ACCENT TILES. INTERNALLY ILLUMINATED. FACES ARE CONSTRUCTED OF WHITE LEXAN OR ACRYLIC WITH TRANSLUCENT VINYL TENANT GRAPHICS. DESIGN TO MATCH EXISTING SIGNS. TENANT PANEL SIGN AREA SHALL BE AS ADDRESSED EXPLICITLY ON EACH LEASE AGREEMENT.

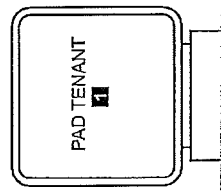
TENANTS SHALL BE RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF TENANT PANELS, WHICH MAY DISPLAY THE TENANT BUSINESS NAME ONLY.

PANELS TO BE MANUFACTURED OF HIGH QUALITY SIGN INDUSTRY MATERIALS FOR EXTERIOR SIGNS, SUCH AS WHITE ACRYLIC WITH TRANSLUCENT VINYL GRAPHICS. TENANTS TO SUBMIT DESIGN PROPOSAL TO LANDLORD FOR WRITTEN APPROVAL PRIOR TO MANUFACTURING AND INSTALLATION.

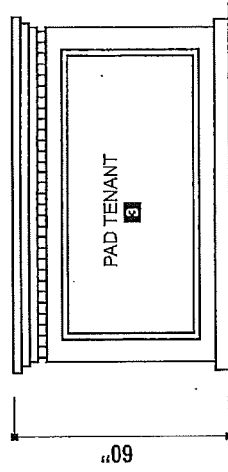
TENANT SIGN CONTRACTOR TO BE RESPONSIBLE FOR PANEL CUT SIZE MEASUREMENTS AND TO ENSURE PROPER FIT INTO RETAINER SYSTEM.



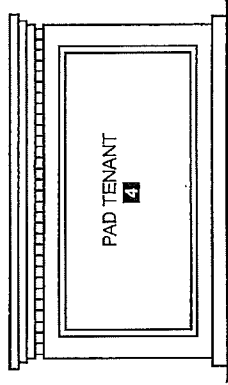
B DOUBLE FACE MONUMENT SIGN



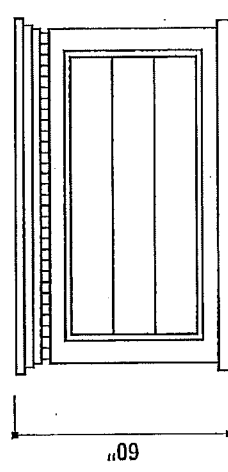
C SINGLE FACE MONUMENT SIGN



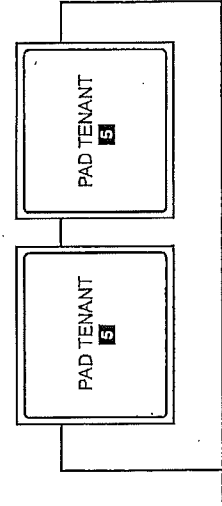
D DOUBLE FACE MONUMENT SIGN



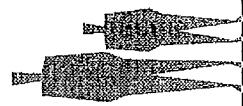
E DOUBLE FACE MONUMENT SIGN



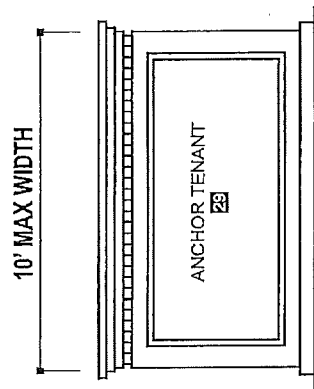
F DOUBLE FACE MONUMENT SIGN

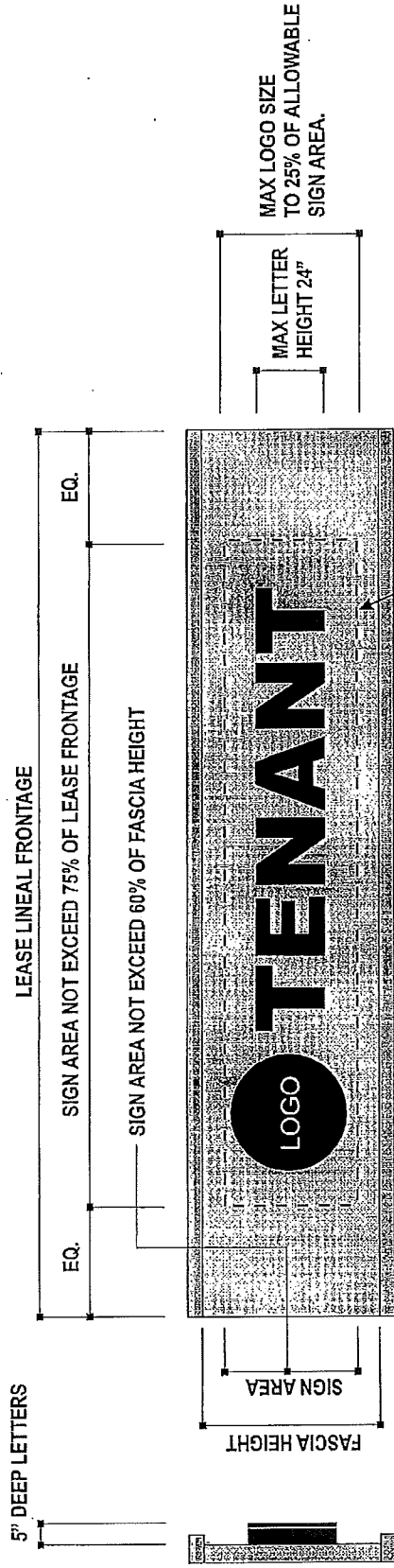


G DOUBLE FACE MONUMENT SIGN



H DOUBLE FACE MONUMENT SIGN





SIDE VIEW

SHOP TENANT BUILDING SIGNS / DETAIL EXHIBIT

BUILDING SIGNS:

BUILDING WALL SIGNS SHALL BE 5" DEEP CHANNEL LETTERS WITH ACRYLIC FACES WITH OPTIONAL VINYL DECORATION AND TRIM CAP EDGES. LETTERS SHALL BE INTERNALLY ILLUMINATED WITH LED OR NEON TUBE. POWER SUPPLIES AND OR TRANSFORMERS TO BE CONCEALED BEHIND FASCIA AREAS. NO EXPOSED CONDUIT OR J-BOXES ARE ALLOWED.

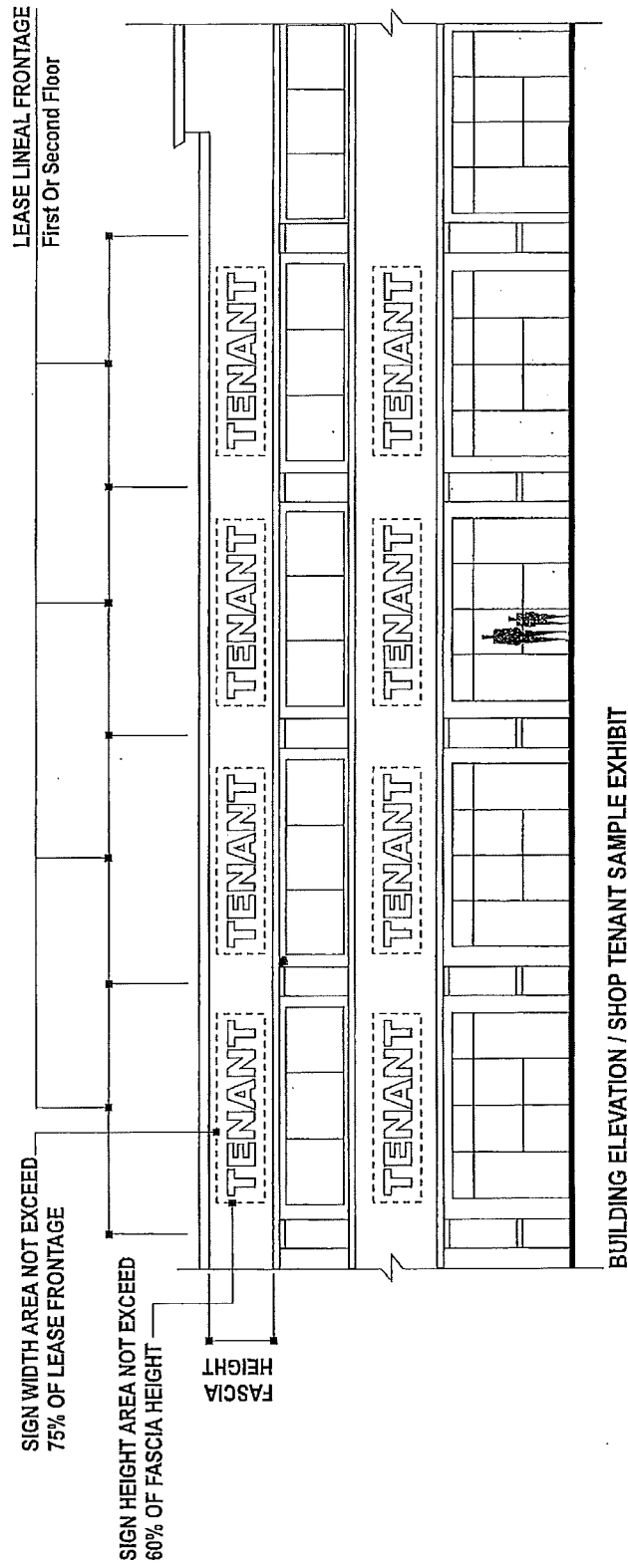
ALL TENANTS TO SUBMIT TO LANDLORD DESIGN PROPOSALS TO INCLUDE SIZES, COLORS, FASTENING METHOD PRIOR TO APPLYING FOR CITY PERMIT.

BUILDING SIGNAGE TO COMPLY WITH ALL UL AND CITY CODES.

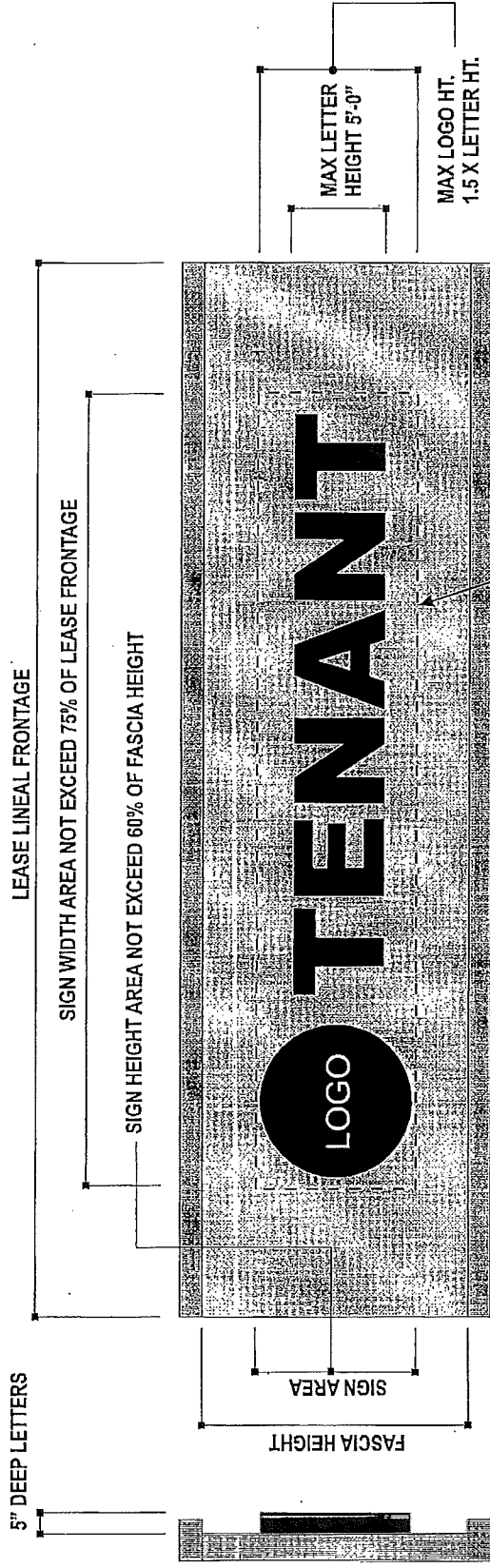
NOTE:

FOR SHOP TENANTS, FASCIA HEIGHT SHALL BE DEFINED AS AREA INSIDE TRIM.

■ SHOP TENANTS 6 TO 28 AND 30



■ SHOP TENANTS 6 TO 28 AND 30



SIDE VIEW

29 31 MAJOR TENANT BUILDING SIGNS / DETAIL EXHIBIT

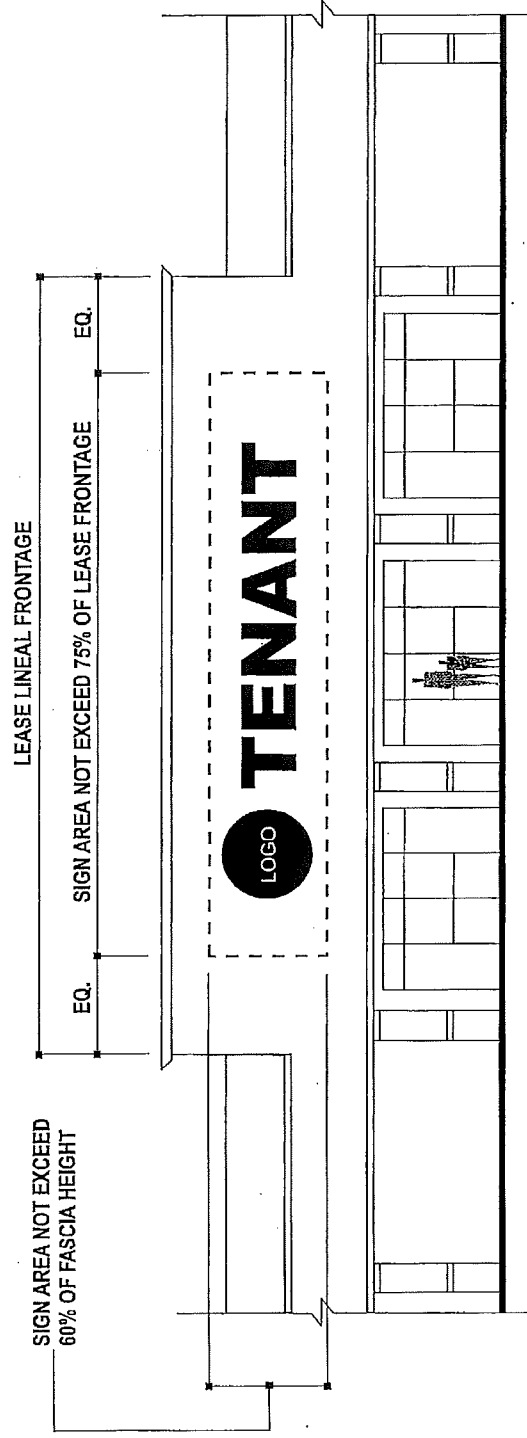
BUILDING SIGNS:

BUILDING WALL SIGNS SHALL BE 5" DEEP CHANNEL LETTERS WITH ACRYLIC FACES WITH OPTIONAL VINYL DECORATION AND TRIM CAP EDGES. LETTERS SHALL BE INTERNALLY ILLUMINATED WITH LED OR NEON TUBE. POWER SUPPLIES AND OR TRANSFORMERS TO BE CONCEALED BEHIND FASCIA AREAS. NO EXPOSED CONDUIT OR J-BOXES ARE ALLOWED.

ALL TENANTS TO SUBMIT TO LANDLORD DESIGN PROPOSALS TO INCLUDE SIZES, COLORS, FASTENING METHOD PRIOR TO APPLYING FOR CITY PERMIT.

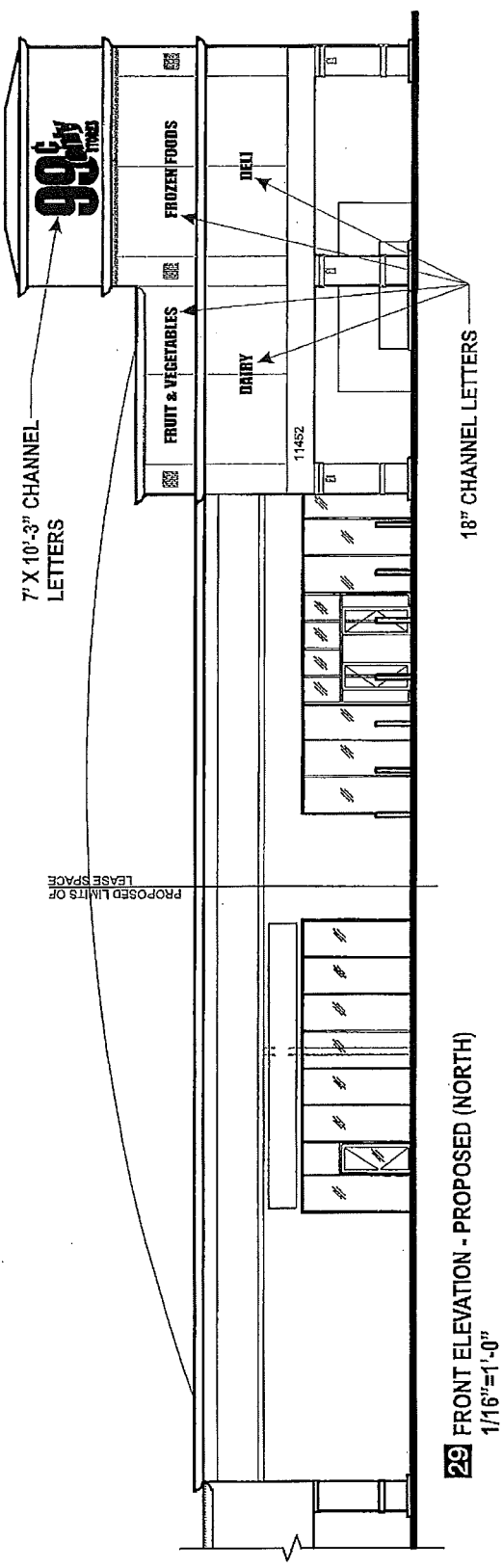
BUILDING SIGNAGE TO COMPLY WITH ALL UL AND CITY CODES.

■ MAJOR TENANT 29 AND 31

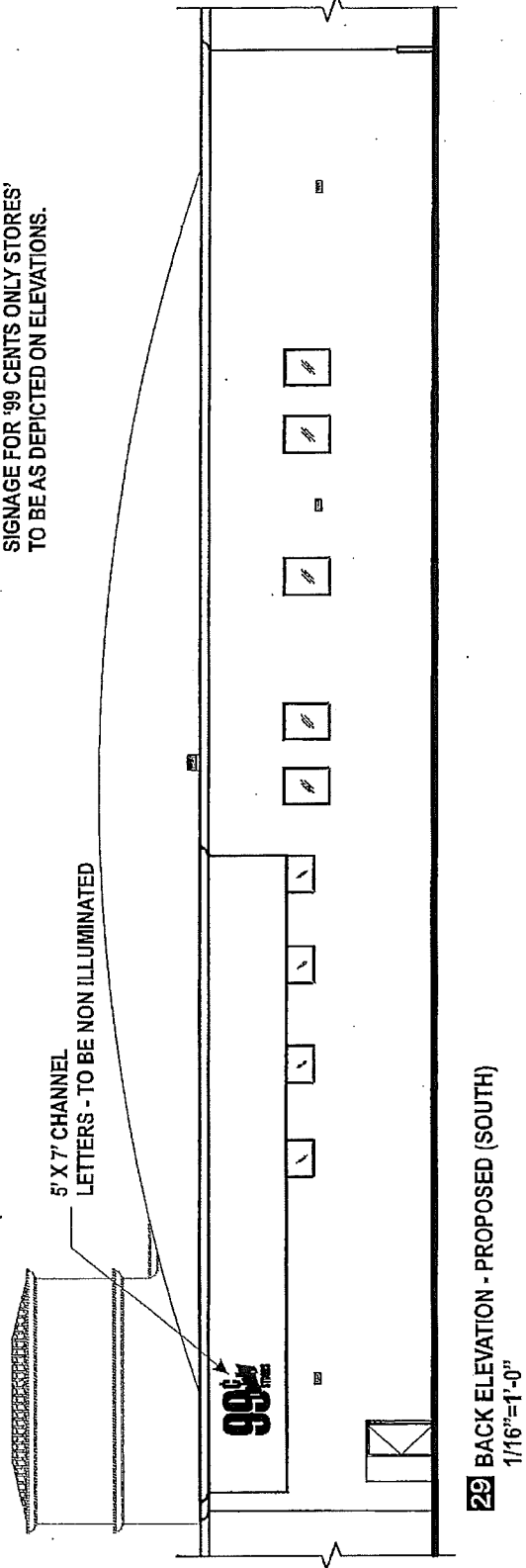


BUILDING ELEVATION / MAJOR TENANT / SAMPLE EXHIBIT

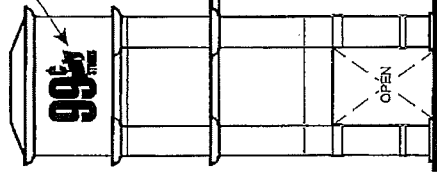
29 31



NOTE:
SIGNAGE FOR '99 CENTS ONLY STORES'
TO BE AS DEPICTED ON ELEVATIONS.



5' X 7' CHANNEL
LETTERS



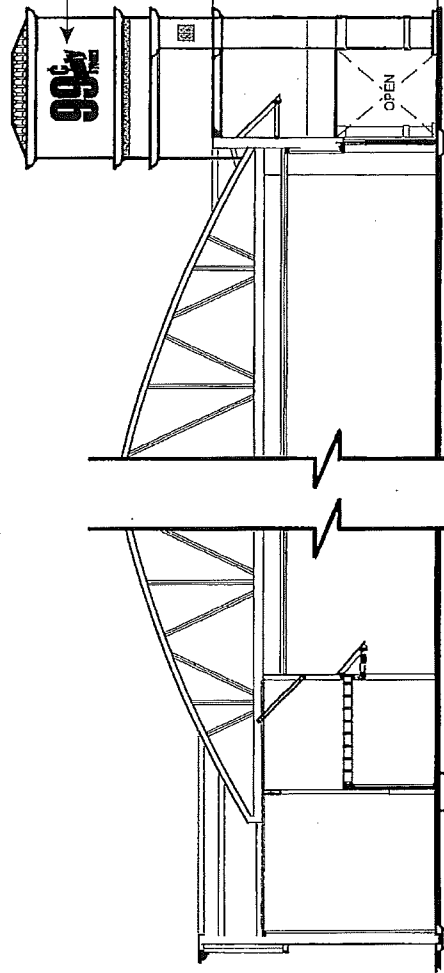
NOTE:

SIGNAGE FOR '99 CENTS ONLY STORES'
TO BE AS DEPICTED ON ELEVATIONS.

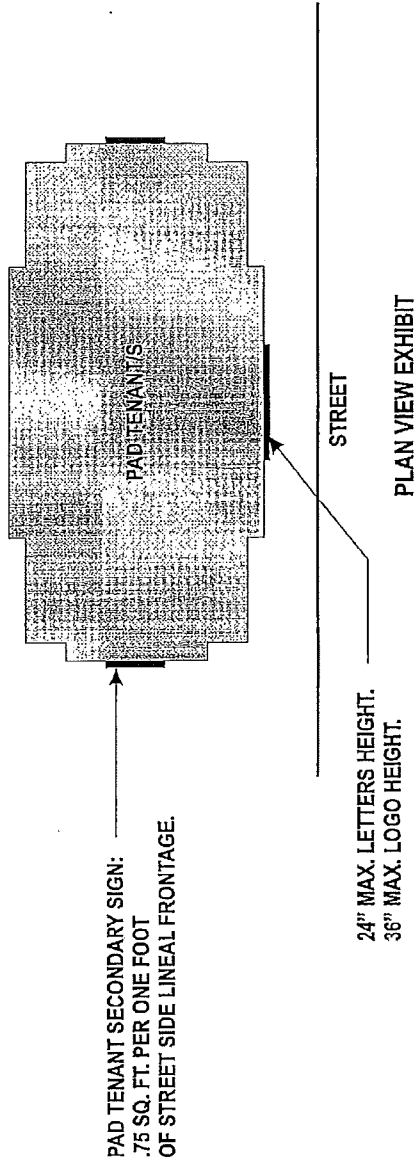
NOT APART

29 SIDE ELEVATION - PROPOSED (WEST)
1/16"=1'-0"

5' X 7' CHANNEL
LETTERS



29 SIDE ELEVATION - PROPOSED (EAST)
1/16"=1'-0"



1 2 3 4 5

PAD TENANTS:
MAXIMUM OF THREE (3) BUILDING
SIGNS ALLOWED.

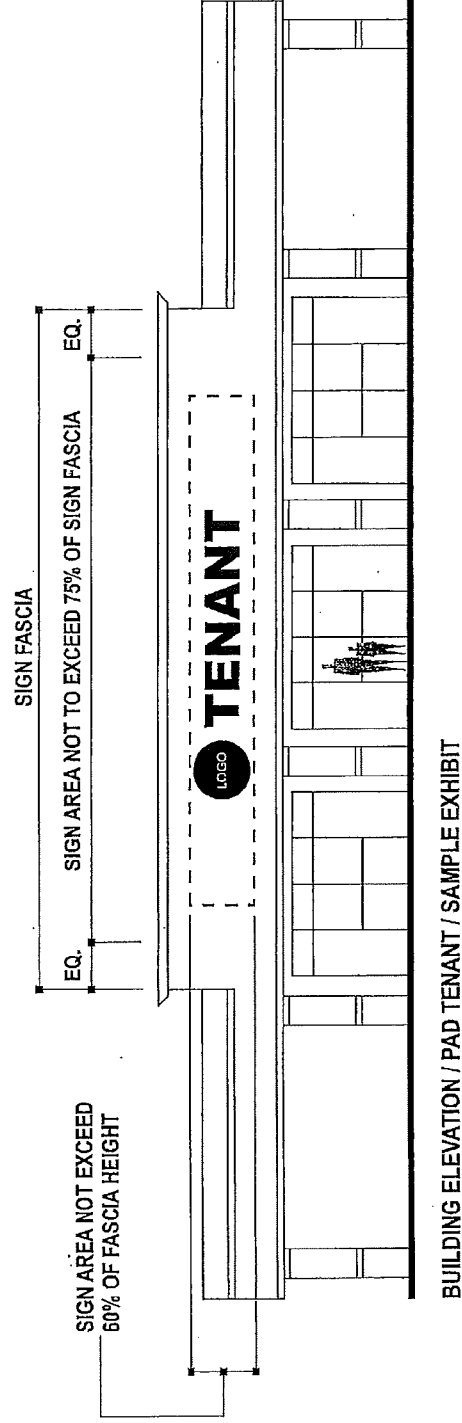


EXHIBIT "E"

LIST OF PROHIBITED USES

1. Warehouse, storage or for any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation.
2. "Second-hand" store whose principal business is selling used merchandise (excluding nationally recognized retailers such as Goodwill, Salvation Army and Buffalo Exchange);
3. Mobile home park, trailer court, labor camp, junk yard, or stock yard (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance).
4. Dumping, disposing, incinerating, or reducing of garbage (exclusive of dumpsters for the temporary storage of garbage and any garbage compactors, or recycling centers/materials, in each case which are regularly emptied so as to minimize offensive odors).
5. Fire, going out of business, relocation, bankruptcy or similar sales (unless pursuant to court order, or a going out of business sale less than 90 days in total length for an individual tenant).
6. Selling or leasing new or used automobiles, trucks, trailers, or recreational vehicles, with such vehicles or equipment shown on a typical sales lot. This restriction shall not include offices that lease cars or other equipment where such cars or equipment are not stored on the property.
7. Any gambling facility or operation, including, but not limited to, off-track or sports betting parlor, table games such as black-jack or poker, slot machines, video poker/black-jack/keno machines or similar devices, or bingo parlor (this prohibition shall not be applicable to government sponsored gambling activities or charitable gambling activities, so long as such activities are incidental to the business operation being conducted thereon);
8. Funeral home or mortuary.
9. Any establishment which stocks, displays, sells, rents or offers for sale or rent any pornographic material as its primary line of business.
10. Flea market.
11. Car wash.
12. Any use which emits an obnoxious odor, noise or sound which can be smelled or heard outside of the premises and which is inconsistent with the operation of a

first-class shopping center; however, this prohibition shall not prohibit the reasonable emanation of cooking odors from any restaurants or other food establishments.

13. Any massage parlor (except for bona fide therapeutic massage, chiropractic care, sports therapy, a beauty salon/day spa and other bona fide massage services in connection with a permitted health club use), topless club or "strip joint".
14. Living quarters, sleeping apartments or lodging rooms.
15. Church, religious facility or religious reading room.
16. Automotive service and repair (but not including automotive parts stores such as Autozone, O'Reilly's, NAPA that do not include car maintenance bays as part of their operations).
17. Any park and ride or car pooling arrangements.
18. Cinema or movie theater.

EXHIBIT "F"

LIST OF EXCLUSIVES

[Attached as the immediately following page.]

EXHIBIT "F"

List of Exclusives

Bank of America

So long as Bank of America continues to occupy and use the Premises for banking, financial services, and related services (Tenant will not be deemed to have ceased to use the Premises for such purposes unless and until Tenant has ceased to do so for 30 consecutive days for any reason other than the repair, restoration or renovation of the Premises), Landlord will not lease any space in the Center to any third Person for the conduct of the business of banking or financial services, including without limitation, any business or profession engaged in: issuing credit and/or debit cards, providing home mortgage loans, selling securities or mutual funds, automatic teller machines, the issuance of notes payable on demand; receiving deposits payable on demand; discounting commercial paper; making loans of money on collateral security; buying and selling bills of exchange; negotiating loans and dealing in negotiable securities issued by the government, state and national, and municipal and other corporations; or other "banking" or "banking related" activities without the prior written consent of Tenant, which consent may be withheld in Tenant's sole discretion. The foregoing restriction shall not prohibit (1) Landlord from leasing space in the Center to stock brokerage firms, insurance agents, accounting firms, and any tenant of the Center leasing space as of the Term Commencement Date, (2) the issuance by another tenant of the Center of a store-branded credit card; or (3) the providing of credit by another tenant of the Center to its customers to finance purchase of such tenant's goods and services.

AT&T

Provided that Tenant will not then be in default under the Lease, beyond applicable grace periods, and is open and operating its business, Landlord covenants that Landlord will not lease for use, nor permit any other tenant or occupant of the Building (as the same is not or may hereafter be constituted) whose business is the sale of service of communication products and services including, but not limited to wireless communications products and services, long and local distances products and services; cable television products and services, Internet access products and services. It being expressly understood and agreed that Tenant will have and is hereby granted the exclusive right to sell such products and services in the Building.

99 Cent Stores

Throughout the LEASE TERM, TENANT shall have the exclusive right to operate a general merchandise store within the SHOPPING CENTER; provided that the foregoing exclusive shall not apply to (i) Ross, Tuesday Morning, Big Lots or similar value general merchandise stores, (ii) grocery stores such as Von's, Ralphs and Trader Joe's, or other similar national or regional grocery store chains (but the foregoing exclusive right shall apply to DG Market, Dollar General, Grocery Outlet, Aldi, Fresh & Easy Express, Wal-Mart and other similar discount grocery stores), (iii) neighborhood non-chain grocery stores, (iv) convenience stores similar to 7-Eleven not greater than three thousand (3,000) square feet, or (v) any lease of the SHOPPING

CENTER in effect as of the EFFECTIVE DATE; provided, however, that if any existing tenant desires to change its use to a use which violates the foregoing exclusive and LANDLORD'S consent thereto is required, LANDLORD shall withhold consent so long as such withholding of LANDLORD'S consent would not subject LANDLORD to any liability and LANDLORD has the right not to approve such change pursuant to (A) all existing and subsequently adopted applicable LAWS and (B) the applicable lease and other agreements by and between LANDLORD and such existing tenant or the subtenants and/or assignees thereof. LANDLORD'S agreement to restrict the use as set forth in this Section 5.07(a) is specifically subject to all existing and subsequently adopted LAWS which prohibit or modify such restriction. LANDLORD represents and warrants that as of the EFFECTIVE DATE, there are no tenants of the SHOPPING CENTER who are currently operating in violation of TENANT'S exclusive right without LANDLORD'S consent, other than the 98¢ Store operating within the SHOPPING CENTER as of the EFFECTIVE DATE.

AutoZone

In order to induce Tenant to enter into this Lease, Landlord agrees for itself, its successors and assigns, its officers, directors and shareholders (holding more than ten percent (10%) of its stock), its parent, affiliated and subsidiary corporations or other entity and any partner or other party affiliated with it, that none of the foregoing shall use, suffer, permit or consent to the use or occupancy of any part of the Entire Premises (except for the Demised Premises, and any anchor tenants occupying 8,000 square feet or more of the Entire Premises) as an auto parts store or for the sale of automobile parts, supplies and/or accessories as long as this Lease is in effect. Further, this provision shall not apply to the sale of automobile parts, supplies and/or accessories which are incidental ("Incidental Sales"). Incidental Sales are defined as ten percent (10%) or less of gross sales attributing to the sale of automobile parts, supplies and/or accessories.

This restriction shall not apply to any business whose principal business is a drug-store and/or pharmacy, grocery store, department store, variety store, hardware store, home improvement store or any other seller of a broad mix of general merchandise that sells auto (or similar) parts as an incidental part of its general merchandise business, Provided that, no such business sells automobile carburetors, starters, brakes and brake components, alternators, fuel pumps, water pumps or other coolant pumps for off-premises installation.

EXHIBIT "G"

FORM OF LENDER SUBORDINATION

[Attached as the immediately following page.]

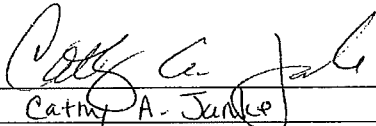
SUBORDINATION BY LIENHOLDER

U.S. Bank National Association, a national banking association, as Beneficiary under the following Deed(s) of Trust which cover(s) the real property described in the Declaration of Covenants, Conditions, Restrictions for Parcel Map No. 71888 ("Declaration") to which this instrument is attached, hereby subordinates the lien of said Deed of Trust to the recording of this Declaration, and agrees that the lien(s) of said Deed(s) of Trust shall be subordinated to and subject to each and every provision of the Declaration and any future amendments not affecting the beneficial interest.

Deed of Trust with Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded on January 13, 2012 as Instrument No. 20120064084 of the Official Records of the Los Angeles County Recorder.

"LENDER"

U.S. BANK NATIONAL ASSOCIATION,
a national banking association

By: 
Name: Cathy A. Jankovic
Its: Vice President

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On MARCH 26, 2014, before me, TINA L. JOHNSON
, a Notary Public in and for said State, personally appeared:

CATHY A JANKE

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument
the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)



Tina L. Johnson
Notary Public



City of Santa Fe Springs

City Council Meeting

September 25, 2014

UNFINISHED BUSINESS

Request for Modification of Parking Restriction in front of 9200 Sorensen Avenue

RECOMMENDATION

That the City Council deny the request for removal of the No Stopping Any Time parking restriction along the frontage of 9200 Sorensen Avenue in order to maintain sight distance for motorists exiting the driveways onto Sorensen Avenue.

BACKGROUND

The Traffic Commission at their meeting of July 17, 2014, reviewed the attached report for the removal of the existing parking restriction. The Commission voted 3 to 2 to recommend to the City Council that the request to remove the parking restriction in front of 9200 Sorensen Avenue by Tangram Interiors be denied due to the lack of any collisions involving parked vehicles in this area since April 7, 2014, the existence of available off-street parking within Tangram's parking lot, and that the removal of the parking restriction could result in large trucks parking in this area.



Thaddeus McCormack
City Manager

Attachment:

Traffic Commission Report



Report Submitted By:

Noe Negrete, Director
Department of Public Works

Date of Report: September 17, 2014

8



City of Santa Fe Springs

Traffic Commission Meeting

July 17, 2014

TRAFFIC ENGINEER'S REPORT

Request for Modification of Parking Restrictions in Front of 9200 Sorensen Avenue

RECOMMENDATION

That the Traffic Commission recommend to the City Council that the request from Tangram Interiors to remove the "No Stopping Any Time" parking restriction in front of 9200 Sorensen Avenue be approved. Parking restrictions will be maintained adjacent to existing driveways in order to maintain sight distance.

BACKGROUND

Tangram Interiors located at 9200 Sorensen Avenue, submitted a request for the City to remove the existing "No Stopping Any Time" zone that currently exists in front of their building on the north side of Sorensen Avenue west of John Street.

Sorensen Avenue is a secondary arterial highway that has a 64-foot curb to curb width. Sorensen Avenue is striped with a two-way-left-turn-lane and has one thru lane in each direction. Sorensen Avenue begins at Santa Fe Springs Road and continues westerly until it curves northerly and continues north of Washington Boulevard into unincorporated Los Angeles County. The 2009 Average Daily Traffic (ADT) for this section of Sorensen Avenue is 7800 vehicles per day. The current speed limit is posted at 40 miles per hour and the 85th percentile speed was found to be 40 miles per hour. Currently, parking is generally restricted on various sections of Sorensen Avenue including in front of 9200 Sorensen Avenue.

Tangram Interiors is requesting the removal of the "No Stopping Any Time" restriction due to fact that three of their employees have had their vehicles totaled while parked on the south side of Sorensen Avenue across from their building where parking is allowed.

Staff has reviewed the existing restriction and has determined that parking can safely accommodate parking on the north side of Sorensen Avenue, provided that parking restrictions are maintained immediately adjacent to the existing driveways to ensure adequate sight distance for vehicles exiting the driveways onto Sorensen Avenue.

Staff is recommending that the Traffic Commission recommend to the City Council that the request by Tangram Interiors to remove the existing parking restrictions on the north side of Sorensen Avenue west of John Street be approved.



For

Noe Negrete
Director of Public Works

Attachments:

1. Email from Tangram Interiors
2. Location Map

Thaddeus J. McCormack

From: Wendy Meador <wmeador@tangraminteriors.com>
Sent: Wednesday, April 23, 2014 10:21 AM
To: Thaddeus J. McCormack
Cc: Nick Greenko
Subject: FW: Parking

Thaddeus –

Can you give me some assistance in talking to the right people about this?

The North side of the street has no parking but the South side it is allowed. If we could switch that it would be so much safer and more beneficial for our employees. We have been allowed to park there on a temporary basis before (with approval from Public Works during big meetings or sales).

We have had three employees who have had cars totaled while parked on the other side of the street, the most recent just being two weeks ago with a hit and run.

Allowing parking from driveway to driveway in front of our building would greatly lessen the danger to our employees. What if it allowed parking only from 7:00 a.m. – 6:00 p.m. on weekdays?

How can we open a dialogue on this expediently?

Thanks.

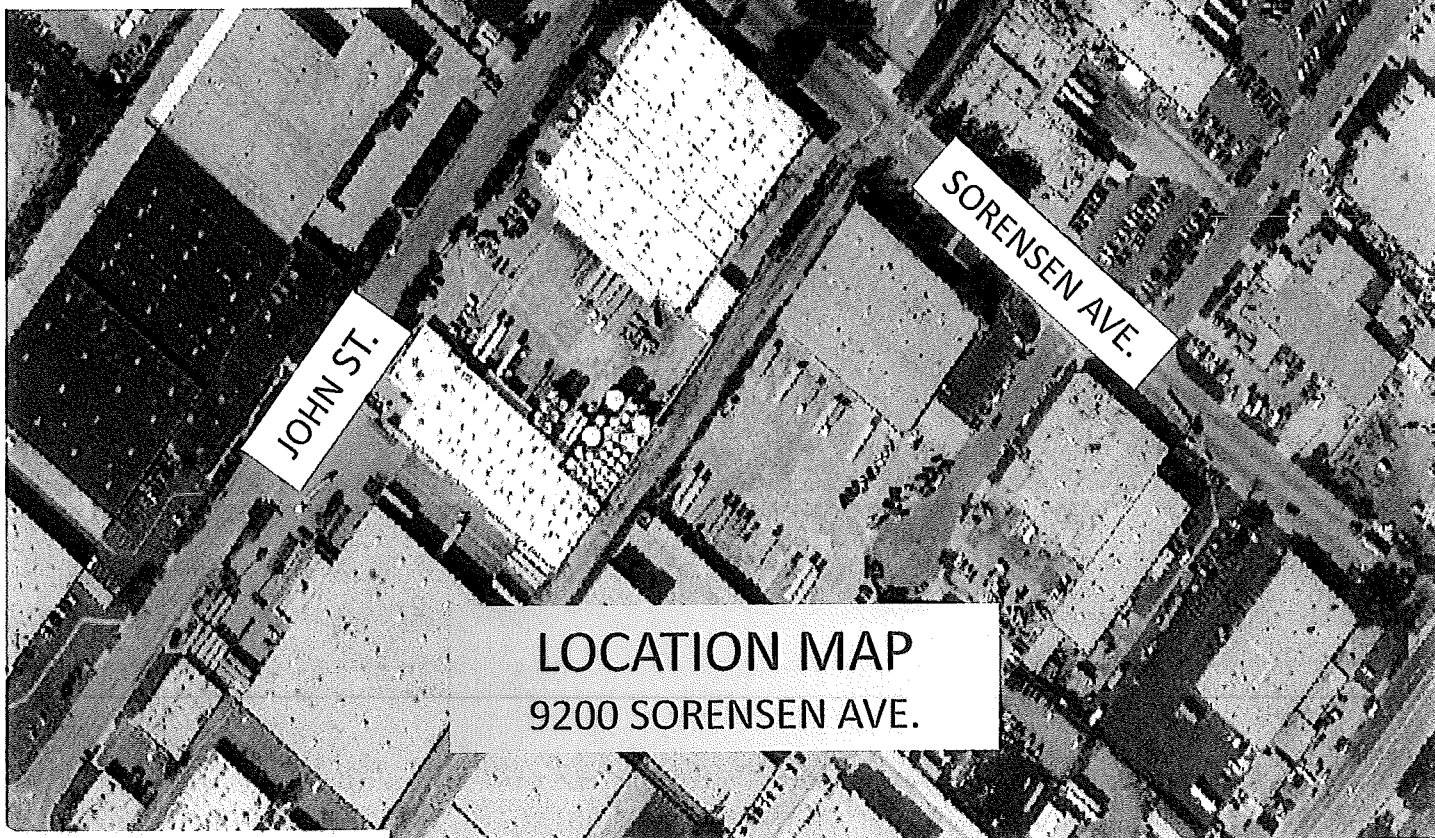
W

Wendy Meador Business Intelligence Manager
tel: 562.365.5322 // fax: 562.365.5323

9200 Sorensen Avenue, Santa Fe Springs, CA 90670



AREA OF PROPOSED
NSAT REMOVAL



LOCATION MAP
9200 SORENSEN AVE.



City of Santa Fe Springs

City Council Meeting

September 25, 2014

NEW BUSINESS

Approval of Parcel Map No. 72616 – 11904-11920 Washington Boulevard

RECOMMENDATION

That the City Council take the following actions:

1. Approve Parcel Map No. 72616;
2. Find that Parcel Map No. 72616 together with the provisions for its design and improvement, is consistent with the City's General Plan; and
3. Authorize the City Engineer and City Clerk to sign Parcel Map No. 72616.

BACKGROUND

The Planning Commission, at their meeting on May 12, 2014, approved the Tentative Parcel Map No. 72616 consisting of the consolidation of four (4) existing assessor's parcels measuring approximately three acres into one (1) parcel in the M-1BP (Light Manufacturing Buffer Parking) and M-1 (Light Manufacturing) Zone, at 11904 -11920 Washington Boulevard.

The subject 4-parcel property is located on the south side of Washington Boulevard, approximately ±580 lineal feet east of Sorensen Avenue. The four parcels, with respective addresses are: APN 8169-002-003, with an address of 11904 Washington Boulevard; APN 8169-002-004, with an address of 11920 Washington Boulevard; APN 8169-002-024, with an address of 11920 Washington Boulevard; and APN 8169-002-006, with no address given by the assessor. Access to the property from Washington Boulevard is via a 15-foot easement for vehicular and pedestrian ingress and egress. The future development may consist of a concrete tilt-up building.

A Parcel Map is required to consolidate the four (4) existing assessor's parcels into one (1) Parcel. A full-sized copy of the parcel map is available in the office of the City Clerk.

FISCAL IMPACT

None

INFRASTRUCTURE IMPACT

None


Thaddeus McCormack
City Manager

Attachments:

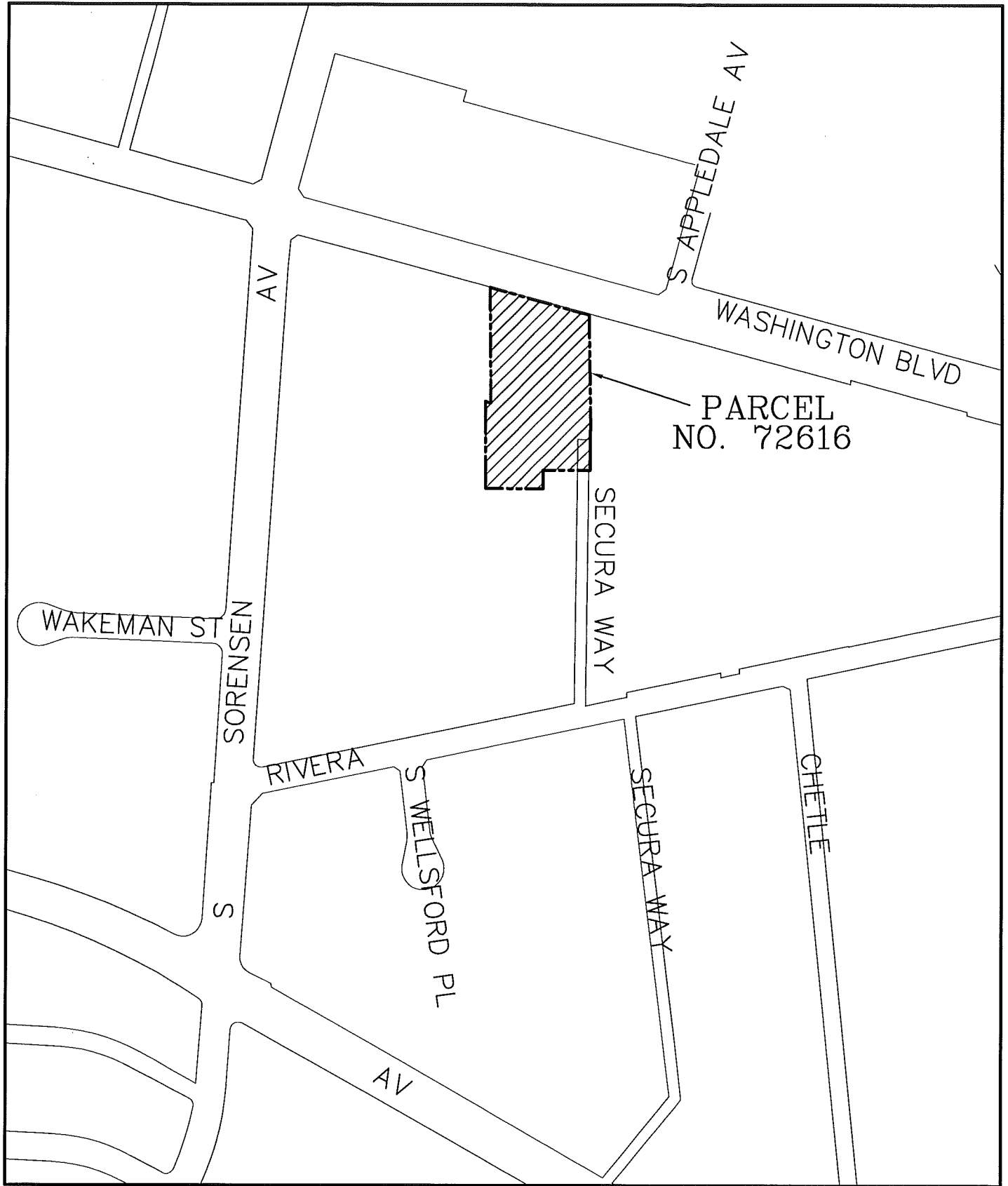
Location Map

Report Submitted By:

Noe Negrete, Director
Department of Public Works

Date of Report: September 17, 2014

9



LOCATION MAP



City of Santa Fe Springs

City Council Meeting

September 25, 2014

NEW BUSINESS

Soaring Dreams Plaza Restoration Project – Award of Contract

RECOMMENDATION

That the City Council take the following actions:

1. Appropriate \$111,000 from insurance claim settlement to Soaring Dreams Plaza Restoration Project (455-397-S027);
2. Appropriate \$50,000 from Art Fund to Soaring Dreams Plaza Restoration Project (455-397-S027);
3. Appropriate \$64,000 from Capital Improvement Plan Bond Funds to Soaring Dreams Plaza Restoration Project (455-397-S027);
4. Accept the bid; and,
5. Award a contract to Incotechnic Inc., Buena Park, California, in the amount of \$143,199.10

BACKGROUND

The City Council, at their meeting of August 14, 2014, authorized the City Engineer to advertise for construction bids for the subject project.

Bids were opened on September 16, 2014, and a total of three (3) bids were received. The low bidder for the project is Incotechnic Inc., of Buena Park, California, in the amount of \$143,199.10. The following represents the bids received and the amount for each bid:

<u>Company Name</u>	<u>Bid Amount</u>
Incotechnic Inc., Buena Park, CA	\$143,199.10*
MG Enterprises., Tarzana, CA	\$162,601.00
Micon Construction Inc., Placentia, CA	\$172,958.50

*Mathematical adjustment made to the bid to correct the total based on unit price; does not affect overall placement of bid.

The bid submitted by Incotechnic Inc., of Buena Park, California, is approximately 10% below the Engineer's construction cost estimate of \$160,000.00.

Public Works has reviewed the bids and has determined the low bid submitted by Incotechnic Inc., of Buena Park California, to be satisfactory.

10

This project will include removal of the existing water feature components, removal and replacement of sidewalk, installation of decomposed granite and the installation of sculpture accent lighting.

FISCAL IMPACT

The total estimated cost of the Plaza Restoration project including construction engineering, inspection, and contingency is approximately \$225,000. The following is breakdown of the total estimated project cost:

Construction Cost	\$143,200
Consultant Fee	\$17,360
Administration & Engineering (15%)	\$21,480
Inspection (10%)	\$14,320
Contingency (20%)	<u>\$28,640</u>
	\$225,000

The CIP Subcommittee recommended the following funding sources for the Soaring Dreams Plaza Restoration Project:

1. The insurance claim settlement. Appropriate \$111,000 from insurance claim settlement to Soaring Dreams Plaza Restoration Project (455-397-S027).
2. The Art Fund. Appropriate \$50,000 from Art Fund to Soaring Dreams Plaza Restoration Project (455-397-S027).
3. Capital Improvement Plan (CIP) – Bond Funds. Appropriate \$64,000 from Capital Improvement Plan Bond Funds to Soaring Dreams Plaza Restoration Project (455-397-S027).

INFRASTRUCTURE IMPACT

The restoration of the Soaring Dreams Plaza will protect the artwork and reduce the City's maintenance costs.


Thaddeus McCormack
City Manager

Attachment:
Contract Agreement

CITY OF SANTA FE SPRINGS
CONTRACT AGREEMENT
FOR
SOARING DREAMS PLAZA RESTORATION PROJECT

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 25th day of **SEPTEMBER 2014**, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and **INCOTECHNIC, INC.** as CONTRACTOR in the amount of **\$143,199.10.**

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, contract provisions and forms, and appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents. No work or portion of the work shall be paid for until it is approved for payment by the City Engineer. Payment made for completed portions of the work shall not constitute final acceptance of those portions or of the completed project.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California. The Contractor is required to pay the higher of either the State or Federal Wages.

ARTICLE VI

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

ARTICLE VII

CONTRACTOR affirms that the signatures, titles and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having principal interest herein.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their name, titles, hands, and seals as of the date noted above.

By: _____
CONTRACTOR

ADDRESS

THE CITY OF SANTA FE SPRINGS

By: _____
MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

(Contractor signature must be notarized with proper acknowledgement attached.)



City of Santa Fe Springs

City Council

September 25, 2014

NEW BUSINESS

Resolution No. 9459 – Updating List of Designated Employees Required to File Conflict of Interest Forms

RECOMMENDATION

That the City Council adopt Resolution No. 9459 updating the list of designated employees required to file Conflict of Interest forms as required by Government Code Section 82000, et. Seq.


BACKGROUND

The Political Reform Act, Government Code Section 82000, et. Seq., requires every state and local government agency to adopt a Conflict of Interest Code which identifies positions within the agency which are involved in making or participating in the making of decisions which may foreseeably have a material financial effect on any financial interest. The Act also requires that the agency review its Code bi-annually to determine if changes in position designations are required.

Since the last review in 2012, it is necessary to update the Designated Employees List by adoption of Resolution No. 9459.

The following changes have been made to the City's Designated Employees List:

The position of City Manager/City Clerk was changed to City Manager;
The position of City Clerk was reinstated;
The position of Director of Community Services was reinstated;
The position of Director of Library & Cultural Services was changed to Library Services Division Director.


Thaddeus McCormack
City Manager

Attachments:

Resolution No. 9459
Designated Employees List

RESOLUTION NO. 9459

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SANTA FE SPRINGS WITH RESPECT
TO THE CONFLICT OF INTEREST CODE FOR THE CITY AND
SUPERSEDING RESOLUTIONS NOS. 4789, 4863, 5054, 5128, 5211, 5304, 5435, 5541,
5769, 5853, 6156, 6167, 6315, 6366, 6564, 6823, 7021, 9035, 9123, 9284, 9392**

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES RESOLVE AS
FOLLOWS:

Section 1. The Political Reform Act, Government code Sections 82000, et. Seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a Resolution, 2 Cal. Adm. Code Section 18730, which contains the terms of standard Conflict of Interest Code, which can be incorporated by reference and which may be amended by the Fair Political practices commission after public notice and hearings. Therefore, the terms of 2 Cal. Adm. Code Section 18730 and any amendments to it duly adopted by the Fair Political practices commission are hereby incorporated by reference and, along with the attached appendix in which officials and employees are designated and disclosure categories are set forth, constitute the conflict of Interest Code of the City of Santa Fe Springs.

Section 2. This resolution supersedes Resolutions Nos. 4789, 4863, 5054, 5128, 5211, 5304, 5435, 5541, 5769, 5853, 6156, 6167, 6315, 6366, 6564, 6823, 7021, 9035, 9123, 9284, and 9392 which were adopted or approved for application in the City.

PASSED and ADOPTED this 25th day of September, 2014.

Juanita Trujillo, Mayor

Attest:

Anita Jimenez, City Clerk

APPENDIX

<u>Title</u>	<u>Name</u>	<u>Disclosure Categories</u>
<u>ADMINISTRATION</u>		
City Manager	Thaddeus McCormack	A-1,A-2,B,C,E,F inclusive
City Clerk	Anita Jimenez	A-1,A-2,B,C,E,F inclusive
Deputy City Clerk	Vacant	A-1,A-2,B,C,E,F inclusive
Human Resources Manager	Andrea Cutler	A-1,A-2,B,C,E,F inclusive
<u>DEPARTMENT OF COMMUNITY SERVICES</u>		
Dir of Comm. Services	Maricela Balderas	A-1,A-2,B,C,E,F inclusive
Library Services Division Director	Joyce Ryan	A-1,A-2,B,C,E,F inclusive
Dir of Parks & Recreation Services	Carole Joseph	A-1,A-2,B,C,E,F inclusive
Dir of Family & Human Services	Vacant	A-1,A-2,B,C,E,F inclusive
<u>DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES</u>		
Dir of Finance/Asst City Manager	Jose Gomez	A-1,A-2,B,C,E,F inclusive
Asst Dir of Finance & Admin Services	Travis Hickey	A-1,A-2,B,C,E,F inclusive
Dir of Purchasing	Paul J. Martinez	A-1,A-2,B,C,E,F inclusive
Dir of Technology Services	Alex Tong	A-1,A-2,B,C,E,F inclusive
<u>FIRE DEPARTMENT</u>		
Fire Chief	Mike Crook	A-1,A-2,B,C,E,F inclusive
Division Chief	Robert Yellen	A-1,A-2,B,C,E,F inclusive
Division Chief	Mike Yule	A-1,A-2,B,C,E,F inclusive
Division Chief	Brent Hayward	A-1,A-2,B,C,E,F inclusive
Fire Marshal	Vacant	A-1,A-2,B,C,E,F inclusive
Dep. Dir. of Environmental Protection Services	Thomas Hall	A-1,A-2,B,C,E,F inclusive

PLANNING DEPARTMENT

Dir. of Planning	Wayne Morrell	A-1,A-2,B,C,E,F inclusive
Principal Planner	Vacant	A-1,A-2,B,C,E,F inclusive

DEPARTMENT OF POLICE/COMMUNITY RELATIONS

Dir. of Police Services	Dino Torres	A-1,A-2,B,C,E,F inclusive
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PUBLIC WORKS DEPARTMENT

Dir. of Public Works	Noe Negrete	A-1,A-2,B,C,E,F inclusive
Asst. Dir. of Public Works	Vacant	A-1,A-2,B,C,E,F inclusive
Municipal Services Manager	Vacant	A-1,A-2,B,C,E,F inclusive
Utility Services Manager	Frank Beach	A-1,A-2,B,C,E,F inclusive

CONSULTANTS

Any Consultants		A-1,A-2,B,C,E,F inclusive
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LISTING OF DISCLOSURE CATEGORIES

- A-1 INVESTMENTS (LESS THAN 10% OWNERSHIP)
- A-2 INVESTMENTS (GREATER THAN 10% OWNERSHIP)
- B INTERESTS IN REAL PROPERTY
- C INCOME & BUSINESS POSITIONS (INCOME OTHER THAN LOANS, GIFTS, AND TRAVEL)
- D INCOME - LOANS
- E INCOME - GIFTS
- F INCOME - TRAVEL PAYMENTS



City of Santa Fe Springs

City Council Meeting

September 25, 2014

PRESENTATION

Valley View Avenue Grade Separation Project – Status Update

RECOMMENDATION

This report is for informational purposes only and does not require any action by the Council.

BACKGROUND

Staff will make a presentation to inform the City Council as to the current status of the Valley View Avenue Grade Separation Project.

A handwritten signature in dark ink, appearing to read "Thaddeus McCormack".

Thaddeus McCormack
City Manager

Attachments:
None

Report Submitted By:

Noe Negrete
Department of Public Works

Date of Report: September 17, 2014



City of Santa Fe Springs

City Council Meeting

September 25, 2014

PRESENTATION

Proclaiming October 5-11, 2014 "Fire Prevention Week"

RECOMMENDATION

The Mayor may wish to call upon Fire Prevention Inspector Christa King and Sparky the Fire Dog to accept the proclamation.

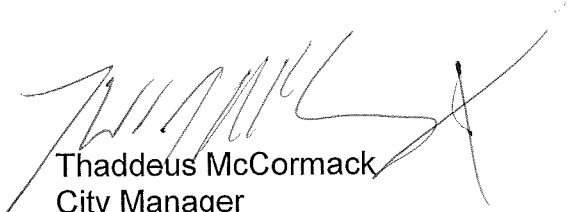
BACKGROUND

Since 1922, Fire Prevention Week has been recognized in October. Originally, Fire Prevention Week was established to commemorate the Great Chicago Fire in 1871 that tragically took over 250 lives and burned over 17,400 structures. In 1962, the focus of Fire Prevention week changed, and henceforth has been observed to remind the public of the importance of fire prevention.

Each year people are injured and killed in fire-related accidents and disasters. These injuries, deaths, and property losses can be reduced and even prevented by making our homes safer from fire.

The Department of Fire-Rescue encourages everyone to identify ways to keep your homes and workplace safe. "Stay Fire Smart and Don't Get Burned!"

Fire Prevention Week also serves as a reminder to practice your home fire escape plan and make sure business and residential smoke detectors are functioning properly. The theme for Fire Prevention Week 2014 is, "Smoke Alarms Save Lives, Test Yours Every Month."


Thaddeus McCormack
City Manager

Attachment:
Proclamation

WHEREAS, the City of Santa Fe Springs Department of Fire-Rescue has been committed to ensuring the safety and security of all those living, working, and passing through our City daily for over 50 years; and,

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and,

WHEREAS, cooking is the leading cause of home fires and home fire injuries, while heating equipment and smoking are the leading causes of home fire deaths; and,

WHEREAS, the Santa Fe Springs Department of Fire-Rescue is responsive to public education measures and dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education, as it has been found that residents who have planned and practiced a home fire escape plan will be more likely to survive a fire; and,

WHEREAS, the 2014 Fire Prevention Week serves to remind us all of simple actions we can take to stay safer from fire during Fire Prevention Week and year-round;

NOW, THEREFORE, I Juanita Trujillo, Mayor of the City of Santa Fe Springs, on behalf of the City Council, do hereby proclaim October 5-11, 2014 as

FIRE PREVENTION WEEK

in Santa Fe Springs and urge all people to protect their homes and families by heeding the important safety messages of Fire Prevention Week 2014, and to support the public safety activities and efforts of the City's fire and emergency services.

Dated this 25th day of September, 2014

Juanita Trujillo, MAYOR

ATTEST:

Anita Jimenez, CITY CLERK



City of Santa Fe Springs

City Council Meeting

September 25, 2014

PRESENTATION

Recognition of Sponsors for the 2014 Fiestas Patrias Event

RECOMMENDATION


The Mayor may wish to call on Ed Ramirez, Community Services Supervisor to assist with this presentation.

BACKGROUND

On Friday, September 12, 2014, the Fiestas Patrias celebration was held at the Town Center Hall Plaza; it was a huge success with an estimated attendance of over 2,500 people. The theme, "Celebrating 50 Years with our Sister City, Navojoa, Sonora, Mexico," focused on the arts, crafts, music, and history of the region of Navojoa. To commemorate the relationship between the cities of Santa Fe Springs and Navojoa, an exhibit was displayed inside the Library showing the timeline for the Sister City association with Mexico going back to 1964.

This popular civic event was made possible through the tremendous support and cooperation of various City departments which were involved in the planning, logistics, and execution of the event. As an added bonus this year, the City received sponsorships from CareMore and Republic Services. These generous donations provided tremendous support to enhance the success of this annual event.

In addition to the one-night celebration, the Fiestas Patrias Student Academy will take place in early October. The purpose of the Student Academy is to further expose students attending local elementary schools to the rich culture, dress, visual arts, and performing arts of Sonora, Mexico.


Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

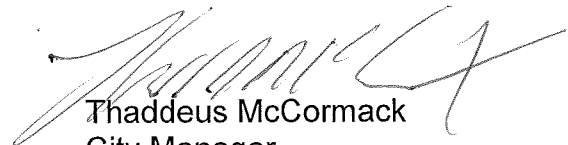
September 25, 2014

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancy	Councilmember
Beautification	3	Sarno
Beautification	1	Trujillo
Community Program	1	Moore
Community Program	2	Rios
Community Program	1	Rounds
Community Program	4	Trujillo
Historical	1	Moore
Historical	2	Rios
Historical	2	Rounds
Historical	2	Sarno
Historical	3	Trujillo
Senior Citizens	3	Rios
Senior Citizens	2	Rounds
Senior Citizens	3	Trujillo
Sister City	1	Moore
Sister City	1	Rios
Sister City	1	Rounds
Sister City	5	Sarno
Sister City	2	Trujillo
Youth Leadership	2	Moore
Youth Leadership	3	Rios
Youth Leadership	1	Rounds
Youth Leadership	2	Sarno
Youth Leadership	1	Trujillo

Applications Received: None.

Recent Actions: Jim Contreras resigned from the Personnel Advisory Board. Marty Villanueva was granted a three-month leave of absence from the Family & Human Services and Sister City Committees. Marlene Vernava was removed from the Sister City Committee. Louie Gonzalez was removed from the Planning Commission. Ken Arnold was appointed to the Planning Commission.


Thaddeus McCormack
City Manager

Attachments:
Committee Lists
Prospective Members

Report Submitted by: Anita Jimenez
City Clerk

Date of Report: September 17, 2014

20

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Family & Human Services

Rocio Parra

Heritage Arts

Debra Cabrera

Historical

Personnel Advisory Board

Parks & Recreation

Rocio Parra

Planning Commission

Senior Citizens Advisory

Sister City

Rocio Parra

Raymond Reyes

Robert Wolfe

Traffic Commission

Youth Leadership

BEAUTIFICATION COMMITTEE

Meets the fourth Wednesday of each month, except July, Aug, Dec.

9:30 a.m., Town Center Hall

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Juliet Ray	(16)
	Paula Minnehan	(16)
	Annie Petris	(15)
	Guadalupe Placencia	(15)
	George Felix, Sr.	(15)
Rios	Mary Reed	(16)
	Charlotte Zevallos	(16)
	Doris Yarwood	(16)
	Vada Conrad	(15)
	Joseph Saiza	(15)
Rounds	Sadie Calderon	(16)
	Rita Argott	(16)
	Mary Arias	(15)
	Marlene Vernava	(15)
	Debra Cabrera	(15)
Sarno	Vacant	(16)
	Irene Pasillas	(16)
	Vacant	(16)
	May Sharp	(15)
	Vacant	(15)
Trujillo	Mary Jo Haller	(16)
	Vacant	(16)
	Margaret Bustos*	(16)
	Rosalie Miller	(15)
	A.J. Hayes*	(15)

**Indicates person currently serves on three committees*

COMMUNITY PROGRAM COMMITTEE

Meets the third Wednesday in Jan., May, and Sept., at 7:00 p.m., Town Center Hall, Meeting Room #1

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	George Felix, Jr.	(16)
	Vacant	(16)
	Mary Jo Haller	(15)
	Gabriela Garcia	(15)
	Bryan Collins	(15)
Rios	Vacant	(16)
	Mary Anderson	(15)
	Dolores H. Romero*	(15)
	Vacant	(16)
	David Diaz-Infante*	(15)
Rounds	Mark Scoggins*	(16)
	Marlene Vernava	(16)
	Vacant	(16)
	Anthony Ambris	(15)
	Johana Coca*	(15)
Sarno	Jeanne Teran	(16)
	Miguel Estevez	(16)
	Kim Mette	(16)
	Cecilia Leader	(15)
	Frank Leader	(15)
Trujillo	Vacant	(16)
	Vacant	(16)
	Vacant	(16)
	Judy Aslakson	(15)
	Vacant	(15)

**Indicates person currently serves on three committees*

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jul., Aug., Sept., and Dec., at 5:30 p.m., Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 15 Residents Appointed by City Council

5 Social Service Agency Representatives Appointed by the Committee

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Arcelia Miranda	(16)
	Martha Villanueva	(15)
	Margaret Bustos*	(15)
Rios	Lydia Gonzales	(16)
	Manny Zevallos	(15)
	Gilbert Aguirre	(15)
Rounds	Annette Rodriguez	(16)
	Janie Aguirre	(15)
	Ted Radoumis	(15)
Sarno	Debbie Belmontes	(16)
	Linda Vallejo	(16)
	Hilda Zamora	(15)
Trujillo	Dolores H. Romero*	(16)
	Gloria Duran*	(16)
	David Diaz-Infante *	(15)

Organizational Representatives: Nancy Stowe
Evelyn Castro-Guillen
Elvia Torres
(SPIRITT Family Services)

**Indicates person currently serves on three committees*

HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the month, except Dec., at 9:00 a.m., at the Gus Velasco Neighborhood Center Room 1

Qualifications: 18 Years of age, reside or active in the City

Membership: 9 Voting Members
6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	May Sharp	6/30/2016
Rios	Paula Minnehan	6/30/2016
Rounds	A.J. Hayes*	6/30/2016
Sarno	Gloria Duran*	6/30/2016
Trujillo	Amparo Oblea	6/30/2016

Committee Representatives

Beautification Committee	Marlene Vernava*	6/30/2015
Historical Committee	Larry Oblea	6/30/2015
Planning Commission	Frank Ybarra	6/30/2015
Chamber of Commerce	Tom Summerfield	6/30/2015

Council/Staff Representatives

Council	Richard Moore
Council Alternate	Laurie Rios
City Manager	Thaddeus McCormack
Director of Community Services	Maricela Balderas
Director of Planning	Wayne Morrell

**Indicates person currently serves on three committees*

HISTORICAL COMMITTEE

Meets Quarterly - The 2nd Tuesday of Jan., April, July, and Oct., at 5:30 p.m.,
Heritage Park Train Depot

Qualifications: 18 Years of age, reside or active in the City

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Astrid Shesterkin	(16)
	Tony Reyes	(16)
	Amparo Oblea	(15)
	Vacant	(15)
Rios	Vacant	(16)
	Vacant	(16)
	Janie Aguirre	(15)
	Larry Oblea	(15)
Rounds	Vacant	(16)
	Vacant	(16)
	Mark Scoggins*	(15)
	Janice Smith	(15)
Sarno	Ed Duran	(16)
	Vacant	(16)
	Vacant	(15)
	Sally Gaitan	(15)
Trujillo	Vacant	(16)
	Vacant	(16)
	Merrie Hathaway	(15)
	Vacant	(15)

**Indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 7:00 p.m., Town Center Hall, Meeting Room #1

Subcommittee Meets at 6:00 p.m.

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Mary Tavera	(16)
	John Salgado	(16)
	Janet Rock	(15)
	Ralph Aranda	(15)
	Kurt Hamra	(15)
Rios	Lynda Short	(16)
	Bernie Landin	(16)
	Carlos Tovar	(16)
	Sally Gaitan	(15)
	Fred Earl	(15)
Rounds	Kenneth Arnold	(16)
	Richard Legarreta, Sr.	(16)
	Johana Coca*	(16)
	Angelica Miranda	(15)
	Mark Scoggins*	(15)
Sarno	Joey Hernandez	(16)
	Debbie Belmontes	(16)
	Lisa Garcia	(15)
	Ed Madrid	(16)
	David Diaz-Infante*	(15)
Trujillo	Miguel Estevez	(16)
	Andrea Lopez	(16)
	A.J. Hayes*	(15)
	Judy Aslakson	(15)
	Arcelia Miranda	(15)

**Indicates person currently serves on three committees*

PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership: 5 (2 Appointed by City Council, 1 by
Personnel Board, 1 by Firemen's Association,
1 by Employees' Association)

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Council	Angel Munoz	6/30/2017
	Ron Biggs	6/30/2017
Personnel Advisory Board	Vacant	6/30/2017
Firemen's Association	Jim De Silva	6/30/2017
Employees' Association	Anita Ayala	6/30/2017

PLANNING COMMISSION

Meets the second Monday of every Month at 4:30 p.m.,
Council Chambers

Qualifications: 18 Years of age, reside or active in the City

Membership: 5

APPOINTED BY

NAME

Moore

Ken Arnold

Rios

Michael Madrigal

Rounds

Susan Johnston

Sarno

Joe Angel Zamora

Trujillo

Frank Ybarra

SENIOR CITIZENS ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jul., Aug., Sep., and Dec., at 10:00 a.m.,
Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Yoshi Komaki	(16)
	Yoko Nakamura	(16)
	Paul Nakamura	(16)
	Astrid Shesterkin	(15)
	Pete Vallejo	(15)
Rios	Vacant	(16)
	Vacant	(16)
	Vacant	(16)
	Amelia Acosta	(15)
	Jessie Serrano	(15)
Rounds	Vacant	(16)
	Vacant	(16)
	Gloria Vasquez	(15)
	Lorena Huitron	(15)
	Berta Sera	(15)
Sarno	Gloria Duran	(16)
	Betty Elizalde	(16)
	Hilda Zamora	(15)
	Linda Vallejo	(15)
	Ed Duran	(15)
Trujillo	Vacant	(16)
	Vacant	(16)
	Gilbert Aguirre	(15)
	Margaret Bustos*	(15)
	Vacant	(15)

**Indicates person currently serves on three committees*

SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:30 p.m., Town Center Hall, Mtg. Room #1. If the regular meeting date falls on a holiday, the meeting is held on the second Monday of the month.

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Martha Villanueva	(16)
	Vacant	(16)
	Mary K. Reed	(15)
	Peggy Radoumis	(15)
	Jeannette Wolfe	(15)
Rios	Charlotte Zevallos	(16)
	Francis Carbajal	(16)
	Vacant	(15)
	Doris Yarwood	(15)
	Lucy Gomez	(15)
Rounds	Manny Zevallos	(16)
	Susan Johnston	(16)
	Vacant	(16)
	Ted Radoumis	(15)
	Johana Coca*	(15)
Sarno	Vacant	(16)
	Vacant	(16)
	Vacant	(15)
	Vacant	(16)
	Vacant	(15)
Trujillo	Vacant	(16)
	Andrea Lopez	(16)
	Dolores H. Romero*	(15)
	Marcella Obregon	(15)
	Vacant	(15)

**Indicates person currently serves on three committees*

TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 6:00 p.m., Council Chambers

Membership: 5

Qualifications: 18 Years of age, reside or active in the City

APPOINTED BY

NAME

Moore

Albert J. Hayes

Rios

Pauline Moore

Rounds

Ted Radoumis

Sarno

Alma Martinez

Trujillo

Greg Berg

YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Council Chambers

Qualifications: Ages 13-18, reside in Santa Fe Springs

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES UPON GRADUATION IN
Moore	Vacant	()
	Evony Reyes	(17)
	Katrina Uribe	(17)
	Vacant	()
Rios	Vacant	()
	Vacant	()
	Marisa Gonzalez	(15)
	Vacant	()
Rounds	Gabriel Perez	(16)
	Vacant	()
	Laurence Ordaz	(16)
	Ciani Hernandez	(15)
Sarno	Dominique Walker	(15)
	Vacant	()
	Vacant	()
	Alyssa Madrid	()
Trujillo	Paul Legarreta	(17)
	Victoria Nunez	()
	Richard Uribe	()
	Vacant	()