Council Meeting of
May 22, 2012

PUBLIC HEARING

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

Subject: Community Development – Consider appeal of Planning Commission denial of a Conditional Use Permit to allow the expansion of an existing restaurant, in conjunction with a request for a beer and wine license, and as-built restaurant improvements on property located in the C-2 Zone at 3901 Pacific Coast Highway.

CUP10-00007: Chicken Maison (Patricia Wick)

Expenditure: None

RECOMMENDATION:

Recommendation of the Planning Commission that City Council deny the appeal and adopt a **RESOLUTION** denying without prejudice a Conditional Use Permit to allow the expansion of an existing restaurant, in conjunction with a request for a beer and wine license, and as-built restaurant improvements on property located in the C-2 Zone at 3901 Pacific Coast Highway.

Recommendation of the Community Development Director that City Council approve the appeal and adopt a **RESOLUTION** approving a Conditional Use Permit to allow the expansion of an existing restaurant, in conjunction with a request for a beer and wine license, and as-built restaurant improvements on property located in the C-2 Zone at 3901 Pacific Coast Highway.

BACKGROUND / ANALYSIS:

This is a request to allow an existing restaurant (Chicken Maison) to expand into a neighboring tenant space within the center located at 3901 Pacific Coast Highway. During the course of the review of this case, it became apparent that there were several unpermitted modifications that had been constructed on the property. These included the construction of an enclosed patio, bar and storage room for a second restaurant (Deli Roma) in the center. The second restaurant was also expanded by 355 square feet into a neighboring tenant space without Planning approval and without the necessary building permit. In order to bring the nonconforming restaurant into compliance, this request was amended to include zoning approval legalizing the unpermitted expansion of the second restaurant.

This item was originally presented to the Council at the meeting of March 27, 2012. At that time, there was a pending eviction lawsuit between the property owner and the owner of the second restaurant. At that meeting, Council continued the matter to the meeting of May 22, to allow the lawsuit to be resolved.

Since the meeting of March 27th, the lawsuit has been dismissed. The restaurant owner has submitted an application for a Building Permit to legalize the expanded restaurant space. The property owner has given written consent for that building permit. The only outstanding items for Deli Roma are the zoning approval and obtaining a sign permit.

The property has been brought into substantial compliance with the removal of unpermitted additions and the submission of an application for a building permit. Approval of this request would allow a non-conforming restaurant to be brought into compliance and allow the expansion of another successful local business. The center would be parked according to Code, and the center would be improved. For these reasons, staff recommends that CUP10-00007 be approved to allow the expansion of Chicken Maison with beer and wine service and the as-built expansion of Deli Roma.

Respectfully submitted,

Jeffery W. Gibson
Community Development Director

By _____
Gregg D. Lodan, AICP
Planning Manager

CONCUR:

_____
Linda Cessna
Deputy Community Development Director

NOTED:

_____
LeRoy J. Jackson
City Manager

Attachments:

1. Meeting Minutes from 03-27-2012
2. Letter from Property Owner
3. New Letters from Neighbors
4. Previous Staff Report and Attachments (Limited Distribution)

EXCERPT OF MINUTES ☑ Minutes Approved

March 27, 2012

MINUTES OF AN ADJOURNED REGULAR MEETING OF THE TORRANCE CITY COUNCIL

1. CALL TO ORDER

The Torrance City Council convened in an adjourned regular session at 7:01 p.m. on Tuesday, March 27, 2012 in the City Council Chamber at Torrance City Hall.

ROLL CALL

Present: Councilmembers Barnett, Brewer, Furey, Numark, Rhilinger, Sutherland, and Mayor Scotto.

Absent: None.

13. HEARINGS

13A. CUP10-00007: 3901 PACIFIC COAST HIGHWAY – CHICKEN MAISON/ PATRICIA WICK

Recommendation

Recommendation of the Planning Commission that City Council deny the appeal and adopt Resolution denying without prejudice a Conditional Use Permit to allow the expansion of an existing restaurant, in conjunction with a request for a beer and wine license and as-built restaurant improvements on property located in the C-2 Zone at 3901 Pacific Coast Highway.

Recommendation of the Community Development Director that City Council approve the appeal and adopt a Resolution approving a Conditional Use Permit to allow the expansion of an existing restaurant, in conjunction with a request for a beer and wine license, and as-built restaurant improvements on property located in the C-2 Zone at 3901 Pacific Coast Highway.

Mayor Scotto announced that this was the time and place for a public hearing on this matter. City Clerk Herbers confirmed that the hearing was properly advertised.

With the aid of slides, Planning Manager Lodan briefly reviewed the proposed project, noting that it includes the expansion of an existing restaurant (Chicken Maison) and a beer and wine license for this restaurant. He explained that during the review process for this project, it was discovered that another restaurant (Deli Roma) in this center had expanded without benefit of permit; that an unpermitted bar area, storage shed and outdoor patio have recently been demolished; and that Deli Roma's unpermitted kitchen expansion has been included in this application. He reported that the Planning Commission voted to deny the project on April 20, 2011 because commissioners felt that the unpermitted construction on the site should be rectified before taking action on the proposed expansion of Chicken Maison. He noted that the parking lot has been redesigned since the Planning Commission hearing allowing for more parking spaces and better on-site circulation and the Community Development Department was recommending approval of the project.

Councilmember Rhilinger and Councilmember Sutherland disclosed that they had spoken with the owner of the property and the owner of Chicken Maison early in the development process and more recently with the project architect.

Mayor Scotto disclosed that he had met with the parties involved and visited the site.

Councilmember Brewer disclosed that he had met with the owner of Deli Roma a few months ago and met with the project architect this afternoon and has driven by the center.

Councilmember Furey disclosed that he has met with the owner of Deli Roma a couple of times in the past few months and has also met with the project architect.

Councilmember Barnett disclosed that he had also met with the parties involved.

Councilmember Numark disclosed that he met with the owner of Deli Roma and visited the site.

Nagy Bakhoum, project architect, reported that all non-conforming structures have been demolished and the parking lot has been redesigned so the parking now exceeds requirements by two spaces and this includes all existing tenant space, the proposed expansion of Chicken Maison and a new patio area for Deli Roma.

Responding to questions from the Council, Mr. Bakhoum clarified that he is working for the owner of the center, not Chicken Maison.

Ramsey Korami, vice president of Chicken Maison, expressed concerns that his request for a small 480 square-foot expansion to the restaurant has led to the discussion of many extraneous issues and almost two years of hearings. He explained that this restaurant was the first of six Chicken Maison restaurants and he would like to stay at this location but needs to expand because he turns away customers on a daily basis. He noted that the restaurant employs students from South High, which also benefits the community.

Responding to questions from the Council, Mr. Korami reported that the restaurant serves approximately 100 people per day; that most of the business is take-out and only about 20% of customers eat inside the restaurant; and that he estimated that business would increase approximately 20% with the expansion, which would bring the total number of seats to 16.

George Postik, former tenant of the center, stated that the landlord evicted him to make room for this expansion despite the fact that he had operated a shoe repair business at this location for 27 years.

City Attorney Fellows disclosed that he is a long-time customer of Mr. Postik's shoe repair shop, but this will not affect the legal advice he offers this evening.

Scott Gobble, Torrance, a long-time customer of Deli Roma, related his experience that it's very difficult to maneuver in the parking lot because the parking spaces are small and there is insufficient back-up room and doubted that there was enough parking to safely accommodate the expansion of restaurants in this center. He proposed that two parking spaces in front of the dry cleaners be reserved for its customers only.

Responding to questions from the Council, Community Development Director Gibson advised that both Chicken Maison and Deli Roma are currently permitted for take-out only and provided clarification regarding parking requirements for sit-down versus take-out restaurants.

Councilmember Furey expressed concerns that the 8 parallel parking spaces at the rear of the center have been restriped to create 13 angled parking spaces with minimal backup space. He questioned whether the spaces met minimum requirements, noting that his Prius was too large for the compact space.

Planning Manager Lodan reported that staff inspected the parking layout and found it to be in compliance with requirements.

Councilmember Numark voiced concerns about on-site circulation due to the potential that motorists who can't find parking in front will go the wrong way down the one-way drive aisle at the rear to avoid having to exit the parking lot and circle back.

Planning Manager Lodan advised that while it is not ideal, the proposed layout is the best arrangement for providing the required parking and suggested that people will figure out how best to maneuver the parking lot as they become more familiar with the new layout.

Mayor Scotto suggested the possibility of enlarging the parking spaces from 8.5 feet to 9 feet in width and eliminating 1 or 2 spaces to make it easier to maneuver.

Al West, a former resident of an apartment building adjacent to the center, voiced his opinion that this expansion would only exacerbate existing parking problems and urged denial of the project. He contended that Chicken Maison is in violation of its Conditional Use Permit because it has indoor seating, but is approved for take out only.

A resident (name inaudible/no speaker card) urged the Council to protect the interests of long-time tenants, such as Deli Roma and the shoe repair shop, because they do not have the resources to fight the landlord/property owner.

Tony Nahabedian, owner of Deli Roma, stated that he has operated his deli at this location for 27 years; that he's been subjected to underhanded tactics and unfair business practices since he spoke against the center's management at the Planning Commission hearing for the Chicken Maison expansion; and that he was recently served with a lawsuit that threatens eviction. He reported that he has removed all non-conforming structures and the only remaining issue is the kitchen expansion, which was completed in 1997 after the shopping center's owner split the dry cleaners space in half and offered the space to him. He explained that he obtained mechanical permits for the work in the kitchen and the expansion was also inspected and approved by the L.A. County Health Department and the ABC (Alcoholic Beverage Control), but he recently learned that the property owner did not obtain a building permit for the wall between the cleaners and the deli.

Referring to written material submitted for the record, Mr. Nahabedian reviewed potential circulation problems, noting that motorists frequently cut through the parking lot, which creates circulation and safety issues, and there are many traffic accidents at this intersection. He contended that there was not sufficient parking to accommodate the Chicken Maison expansion; that some of the parking spaces and backup areas do not meet minimum requirements; and that there is inadequate access for fire fighting vehicles. He voiced his opinion that Chicken Maison should look for a new location in a larger shopping center with ample parking rather than imposing on other tenants in this center.

In response to Councilmember Furey's inquiry, Community Development Director Gibson advised that should this application not be approved, Mr. Nahabedian would be required to obtain building permits for the unpermitted kitchen expansion.

Councilmember Rhilinger noted that Chicken Maison was only proposing to do what Deli Roma has already done – expand into a vacant tenant space.

Mr. Nahabedian contended that 25 more parking spaces would be needed to accommodate the expansion.

Councilmember Rhilinger suggested eliminating the parking space (No. 21) at the rear of Deli Roma and making this a loading zone so delivery trucks would have a place to park and eliminating the compact space (No. 41) in front and enlarging the remaining spaces in this row. She noted that this would still meet parking requirements for both the Chicken Maison and the as-built Deli Roma expansions, recognizing that the parking lot will still be crowded at times due to the popularity of the restaurants.

The Council briefly recessed from 9:05 p.m. to 9:21 p.m.

In response to Councilmember Barnett's inquiry, Planning Manager Lodan advised that the entire project, including the Chicken Maison expansion, Deli Roma's unpermitted kitchen expansion, and the new outdoor patio area for Deli Roma, requires a total of 56 parking spaces and currently 58 are provided.

Mayor Scotto questioned whether Mr. Nahabedian has a lease or is a month-to-month tenant. Mr. Nahabedian reported that he has a five-year lease that expires at the end of April and he has a five-year option to renew, however, the property owner has filed a lawsuit to evict him.

Justin Bower, Torrance, voiced concerns about efforts to force out longtime tenants at this center. He related his experience that Deli Roma provides consistently high quality catering and expressed the hope that the Council could find a solution so that both restaurants in this center can coexist.

Wayne Menton, Rancho Palos Verdes, voiced his opinion that Chicken Maison should move to another center because it is a chain restaurant that has the resources to do this while this is Deli Roma's only location. He noted that Mr. Nahabedian has worked very hard to build his business and related his belief that it would be a shame to lose this restaurant.

Returning to the podium, Mr. Bakhoum stated that the property owner's main goal is to have a compliant property and bring two very successful businesses into conformance with City requirements and the proposed project accomplishes this goal and actually exceeds the required parking by two spaces. He expressed his willingness to work with City staff to see if the parking arrangement could be improved, however, he was hesitant to eliminate any parking spaces since parking is at a premium in this center. He clarified that there was never room for two-way traffic at the rear of the building so changing this to a one-way drive aisle makes it safer by eliminating opposing traffic. He expressed confidence that the fire department would be able to fight a fire without parking on the site.

Councilmember Brewer questioned whether the property owner would be willing to designate two parking spaces for the dry cleaning business and suggested that tenants/employees park at the rear of the building to save the parking in front for customers.

Mr. Bakhoum stated that the owner would be willing to consider setting aside parking spaces for the cleaners but would have to obtain the approval of other tenants and noted his agreement with Councilmember Brewer's suggestion about having tenants/ employees park in the rear.

Mayor Scotto questioned whether the property owner would sign-off on building permits for the as-built Deli Roma kitchen expansion if this project is approved. He indicated that he would not be inclined to support the proposed project unless he can be assured that Deli-Roma's expansion will be permitted and the restaurant can continue to operate.

Mr. Bakhoum stated that he believed the owner would sign-off because the goal is to have a Code compliant property, however he could not guarantee this because he cannot speak for the owner.

A brief discussion ensued and it was the consensus of the Council to delay taking action on this matter until the pending lawsuit the property owner has filed against Deli Roma has been resolved.

MOTION: Councilmember Furey moved to continue the hearing on this matter until May 22, 2012. The motion was seconded by Councilmember Barnett and passed by unanimous vote.

Mayor Scotto announced that the hearing will not be re-advertised because it was continued to a date certain.

###

ATTACHMENT B

JEWELL INVESTMENTS INC.

May 8, 2012

Attention: City of Torrance and All Others Concerned

RE: Case #BLD12-00523 for 3901 Pacific Coast Hwy Suite A

I Tami Wick Reyes as the authorized Owner of the center located at 3901 Pacific Coast Hwy in Torrance authorize and agree to the permit BLD12-00523. The permit is described as tenant improvement for the space #A which is Deli Roma. The scope of work would be to address the as built wall "installed 1 HR Demising wall, 40 LF, between tenant spaces".

I have been made aware of this permit from the City Planning Department submitted by the tenant and Bob Garstein of RGA. I respectfully give my permission and consent to the project. Please contact me with any questions or concerns.

Sincerely,

Tami Wick Reyes
Trustee

3901 Pacific Coast Hwy
Suite E
Torrance, CA 90505

PHONE (310) 378-5500
FAX (310)378-5514
E-MAIL oceanwestplaza@yahoo.com

ATTACHMENT C

Graham, Oscar

From: Leslee Pitschke [mrsleslee@hotmail.com]
Sent: Tuesday, May 15, 2012 1:12 PM
To: Brewer, Tom; Rhilinger, Susan; Graham, Oscar; Lodan, Gregg
Subject: Support Expansion at 3901 PCH Torrance

I wanted you to know that I support the expansion of Chicken Maison at 3901 PCH in Torrance. The parking lot is great, the property owner/manager has done a great job. Please let this business expand and encourage people to do business in Torrance. Its tough enough to do business, please don't make doing business in Torrance difficult otherwise, they will all go away.

I hope you have an open mind.

Thanks
Leslee Pitschke
310-428-0688

Graham, Oscar

From: FrTorrance1 10379 [frtorrance1@aerusonline.com]
Sent: Tuesday, May 15, 2012 1:34 PM
To: Brewer, Tom; Rhilinger, Susan
Cc: Graham, Oscar; Lodan, Gregg
Subject: Ocean West Plaza Parking Lot

I am the office manager at the Aerus Electrolux store in the Ocean West Plaza. We are located at 3903 A.
I was extremely happy at the parking lot expansion and the new parking requests of the property management are easy to understand. There is nothing confusing about any of it when you are open to listening to the very responsible and professional property management personnel.
They have expanded the parking area for employees and there is ample parking behind the buildings for employees so as not to fill the front customer parking lot. The customer parking has also been expanded, and we have no parking issues anymore.
The only complaint I hear is from 1 restaurant owner who does not like the competition of a neighboring and competitive restaurant expanding. Our customers also have to share this parking area and they never complain there is no place to park when they frequent this store.

Respectfully,
Marie Spiteri
Office Manager
Healthy Home Solutions L.L.C.
DBA Aerus Electrolux
Torrance 10379

----- Forwarded Message -----
From: Christian Rerucha <christian@marathonfinishing.com>
To: oceanwestplaza@yahoo.com
Sent: Tuesday, May 15, 2012 12:50 PM
Subject: Letter to Torrance

To whom it may concern:
My company, Marathon Finishing Systems was located at Ocean West Plaza for almost two years. The parking was much improved after the restructuring of the parking spaces was completed. Also, the flow of traffic was smoother with directional arrows as well.

--
Thank you,

Christian Rerucha

www.MarathonFinishing.com

Council Meeting of
March 27, 2012

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

PUBLIC HEARING

Members of the Council:

Subject: Community Development – Consider appeal of Planning Commission denial of a Conditional Use Permit to allow the expansion of an existing restaurant, in conjunction with a request for a beer and wine license, and as-built restaurant improvements on property located in the C-2 Zone at 3901 Pacific Coast Highway.

CUP10-00007: Chicken Maison (Patricia Wick)

Expenditure: None

RECOMMENDATION

Recommendation of the Planning Commission that City Council deny the appeal and adopt a RESOLUTION denying without prejudice a Conditional Use Permit to allow the expansion of an existing restaurant, in conjunction with a request for a beer and wine license, and as-built restaurant improvements on property located in the C-2 Zone at 3901 Pacific Coast Highway.

Recommendation of the Community Development Director that City Council approve the appeal and adopt a RESOLUTION approving a Conditional Use Permit to allow the expansion of an existing restaurant, in conjunction with a request for a beer and wine license, and as-built restaurant improvements on property located in the C-2 Zone at 3901 Pacific Coast Highway.

Funding: Not applicable

BACKGROUND

The applicants are requesting approval of a Conditional Use Permit to allow the expansion of an existing restaurant, in conjunction with a request for a beer and wine license, and as-built restaurant improvements. This request was denied by the Planning Commission on April 20, 2011. On May 3, 2011, the case was appealed by the owner of the restaurant citing that the proposed expansion met all required qualifications.

Prior Hearings and Publications

A Planning Commission Public Hearing was scheduled for June 16, 2010. On June 3, 2010, 96 notices of Public Hearing were mailed to property owners within a 500-foot radius and to Torrance Homeowners Associations. A subsequent Planning Commission Public Hearing was scheduled for April 20, 2011. On April 7, 2011, 91 notices of Public Hearing were mailed to property owners within a 500-foot radius and to Torrance Homeowners Associations. Additionally, for the current City Council Hearing 120 notices of Public Hearing were mailed to property owners within a 500-foot radius and to Torrance Homeowners Associations, on March 16, 2012. A notice of public hearing

was posted at the site and a legal advertisement was published in the newspaper on March 17, 2012.

Environmental Findings

Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances are Categorically Exempted by the Guidelines for Implementation of the California Environmental Quality Act Section 15301.

ANALYSIS

The applicant is requesting approval of Conditional Use Permit to allow the expansion of an existing restaurant, in conjunction with a request for a beer and wine license, and as-built restaurant improvements. This restaurant is located at a neighborhood shopping center known as Ocean West Plaza which is located at the northwest corner of the intersection of Pacific Coast Highway and Ocean Avenue. The center was built in 1984 and it contains a variety of food, service and retail uses. The shopping center consists of two detached commercial buildings. The site also contains a two story apartment complex with semi-subterranean parking on Ocean Avenue. This residential building is entirely independent in terms of access and parking.

On June 16, 2010 the Planning Commission considered a request for a Conditional Use Permit to allow the expansion of an existing restaurant, in conjunction with a request for a beer and wine license on property located in the C-2 Zone at 3901 Pacific Coast Highway, Suite D (Chicken Maison Restaurant). At this hearing, the Planning Commission continued the case to have the applicant verify information about the center square footage with an independent third party company. The applicant hired a land surveying / engineering firm to survey the existing property, and an architect to draw floor plans and work on re-arranging the parking layout. The applicant has added parking areas in the property by re-arranging parking stalls and making use of compact stalls as provided by Code. Additionally, an unpermitted bar area, storage shed and outdoor patio have been recently demolished from the other restaurant space in the center, suite 'A' (Deli Roma Restaurant). Other as-built areas in this space (kitchen expansion and storage) are also being included in this approval and parked accordingly. Based on modified gross square footages and the latest tenant layout, the center requires a total of 56 parking spaces, and the new parking layout features 58. The expanded Chicken Maison Restaurant will feature an area of 1,359 sf. The latest Deli Roma Restaurant will have an area of 1,055 sf. and 80 sf. for a newly proposed outdoor patio area, which will bring the total square footage for all restaurant uses at the center to 2,494 sf.

Multiple correspondences have been received from the tenant at suite 'A' (Deli Roma Restaurant) who has previously opposed the proposed expansion of suite 'D' (Chicken Maison Restaurant). He has commented that the center does not have the capacity for an enlarged restaurant and that several parking spaces at the property do not meet City's parking standards. Staff notes that the new parking layout has been satisfactorily reviewed by both the Development Review and the Transportation Planning Divisions and it is in conformance with Code required stall size, back-up, throating, as well as ingress / egress requirements. Further, Staff is adding conditions of approval that will improve the vehicular circulation on site, including that the first parking space from the north driveway (marked as stall # 21) shall be removed to ease access and circulation through the site. Additionally, the applicant shall install another "Do Not Enter / One

Way" on the safety bollard at the end of the one-way parking lane, as noted on the plan.

Throughout the last few months, several changes have been made to bring the property up to Code. As previously mentioned, the parking lot was re-designed thus allowing for a greater number of stalls and better on-site circulation. The unpermitted additions at suite 'A' (bar area, storage shed and outdoor patio) have been demolished, while the interior kitchen expansion is being parked and included as part of this approval. In the judgment of the Community Development Department, the proposed restaurant expansion in conjunction with a request to serve beer and wine will not adversely impact the orderly and harmonious development of the area. The proposed project will be compatible with the surrounding area because there is an extensive mix of commercial and retail uses in the subject shopping center and the use is permitted in the zoning designation and General Plan designation.

PLANNING COMMISSION RECOMMENDATION

As previously noted, this item was denied by the Planning Commission on April 20, 2011. At this hearing, tenants from this shopping center and some neighbors from the area expressed opposition to the restaurant's expansion based on perceived circulation, layout and parking issues at the site. The Planning Commission expressed concerns about approving the proposed expansion without first rectifying the unpermitted construction on the site. A motion for denial of the project passed by a unanimous roll call vote.

CONCUR:

Jeffery W. Gibson
Community Development Director

NOTED:

LeRoy J. Jackson
City Manager

Respectfully submitted,

Jeffery W. Gibson
Community Development Director

By _____
Gregg D. Lodan, AICP
Planning Manager

Attachments:

A. Resolution for Denial
B. Conditions of Approval should the project be approved
C. Location and Zoning Map
D. Letter of Appeal
E. Planning Commission hearing Minutes Excerpts 06/16/10 & 04/20/11
F. New Correspondence
G. Previous Planning Commission Staff Report
H. Proof of Publication and Notification
I. Site Plan (Limited Distribution)
J. Mayor's Script (Limited Distribution)

RESOLUTION NO. 2012 _____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF TORRANCE, CALIFORNIA, DENYING WITHOUT PREJUDICE A CONDITIONAL USE PERMIT AS PROVIDED FOR IN DIVISION 9, CHAPTER 5, ARTICLE 1 OF THE TORRANCE MUNICIPAL CODE TO ALLOW THE EXPANSION OF AN EXISTING RESTAURANT, IN CONJUNCTION WITH THE APPROVAL OF A BEER AND WINE LICENSE AND AS-BUILT RESTAURANT IMPROVEMENTS ON PROPERTY LOCATED IN AN EXISTING SHOPPING CENTER IN THE C-2 ZONE AT 3901 PACIFIC COAST HIGHWAY.

CUP10-00007: Chicken Maison (Patricia Wick)

WHEREAS, the City Council of the City of Torrance conducted a public hearing on March 27, 2012 and DENIED WITHOUT PREJUDICE an application for a Conditional Use Permit filed by Chicken Maison (Patricia Wick) to allow the expansion of an existing restaurant, in conjunction with the approval of an on-site beer and wine license, and as-built restaurant improvements on property located in the C-2 Zone at 3901 Pacific Coast Highway; and

WHEREAS, on May 3, 2011 the applicant appealed the Planning Commission's denial citing that the proposed expansion met all qualifications, and that personal issues were taken into account when Conditional Use Permit was denied; and

WHEREAS, the Planning Commission of the City of Torrance conducted a public hearing on April 20, 2011 and DENIED WITHOUT PREJUDICE an application for a Conditional Use Permit filed by Chicken Maison (Patricia Wick) to allow the expansion of an existing restaurant, in conjunction with the approval of an on-site beer and wine license, and as-built restaurant improvements on property located in the C-2 Zone at 3901 Pacific Coast Highway; and

WHEREAS, the Planning Commission of the City of Torrance conducted a public hearing on June 16, 2010 and continued an application for a Conditional Use Permit filed by Chicken Maison (Patricia Wick) to allow the expansion of an existing restaurant, in conjunction with the approval of an on-site beer and wine license and as-built restaurant improvements on property located in the C-2 Zone at 3901 Pacific Coast Highway; and

WHEREAS, due and legal publication of notice was given to owners of property in the vicinity thereof and due and legal hearings have been held, all in accordance with the provisions of Division 9, Chapter 5, Article 2 of the Torrance Municipal Code; and

WHEREAS, Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances are Categorically Exempted by the

Guidelines for Implementation of the California Environmental Quality Act Section 15301; and

WHEREAS, the Planning Commission of the City of Torrance does hereby finds and determines as follows:

a) That property for which this Conditional Use Permit is denied is located at 3901 Pacific Coast Highway, Suite D;

b) That the property for which this Conditional Use Permit is denied is described as Parcel Map as per Lot Com E and Tract Meadow Park;

c) That the expanded restaurant operation will impair the integrity and character of the zoning district as it will increase vehicular traffic in the area;

d) That the subject site is not physically suitable for the type of land use being proposed because the shopping center in which the restaurant locates is currently limited in the number parking stalls;

e) That there are not adequate provisions for public access to serve the proposed use because of the potential issues with the proposed one-way circulation and access on Ocean Avenue;

f) That the proposed location, size, design, and operating characteristics of the expanded restaurant will be detrimental to the public interest, health, safety, convenience or welfare, or to the property of person located in the area;

NOW, THEREFORE, BE IT RESOLVED that CUP10-00007, filed by Chicken Maison (Patricia Wick) to allow the expansion of an existing restaurant, in conjunction with the approval of an on-site beer and wine license, and as-built restaurant improvements on property located in the C-2 Zone at 3901 Pacific Coast Highway on file in the Planning Department of the City of Torrance, is hereby DENIED WITHOUT PREJUDICE.

Introduced, approved and adopted this 27th day of March 2012

_____

MAYOR, of the City of Torrance

ATTEST:

_____

City Clerk of the City of Torrance

APPROVED AS TO FORM:
JOHN FELLOWS III, City Attorney

By_____

List of proposed conditions should the project be approved.

1. That the development and use of the subject property as a restaurant shall be subject to all conditions imposed in Planning Commission CUP10-00007 and any amendments thereto or modifications thereof as may be approved from time to time pursuant to Section 92.28.1 et seq of the Torrance Municipal Code on file in the office of the Planning Director of the City of Torrance; and further, that the said restaurant shall maintained in conformance with such maps, plans, drawings, specifications, applications or other documents presented by the applicant to the Planning Department and upon which the Planning Commission relied in granting approval;

2. That if this Conditional Use Permit is not used within one year after granting of the permit, it shall expire and become null and void unless extended by the Planning Director for an additional period of time as provided for in Section 92.27.2;

3. That the applicant shall prepare a Landscape Plan showing the improvements to be made, including but not limited to compatible canopy trees along both street frontages to the satisfaction of the Community Development Director (Development Review);

4. That the landscape layout shall include landscape elements of high quality, and should embrace a cohesive landscape design theme throughout the property. The plan shall incorporate landscape elements of different heights, colors and textures in order to provide a more appealing design to the satisfaction of the Community Development Director (Development Review);

5. That any existing ground equipment shall be screened from view in a way that is compatible with the site. The use of landscape elements is preferred to the satisfaction of the Community Development Department (Development Review).

6. That the outdoor dining areas on the walkway adjacent to the restaurants on site shall be removed as it obstructs handicap accessible circulation in the shopping center; (Development Review); and

7. That this approval in only valid in conjunction with the operation of a bona fide eating establishment, and if the restaurant ceases to serve food, continued sale of alcoholic beverages shall require Planning Commission approval. (Development Review);

8. That any new roof equipment related to the restaurant expansion shall be screened from view with architecturally compatible materials to the satisfaction of the Community Development Department (Development Review); and

9. That the existing trash enclosures shall be provided with roll-up doors, and a decorative trellis cover with a solid liner under it to prevent wind blown litter, dumping, and rain water from infiltrating into the receptacle. The enclosures, doors and trellis shall be designed to match the design theme for the site to the

satisfaction of the Community Development Department (Development Review);

10. That the first parking space from the north driveway (marked as stall # 21) shall be removed to ease access and circulation through the site to the satisfaction of the Community Development Department (Development Review);

11. That any new signs or changes to existing signs require a separate approval from the Environmental Division (Environmental Division); and

12. That the applicant shall install an additional " Do Not Enter / One Way" sign on the safety bollard at the end of the one-way parking lane to the satisfaction of the Community Development Department (Transportation Planning Division); and.

13. That interior security lighting shall be installed in expanded dining room for natural surveillance after hours to the satisfaction of the Police Department and the Community Development Director (Police Department / Development Review)

14. That window frontage shall maintain two-way visibility and be unobstructed for natural surveillance from main fairway (Police Department / Development Review)

LOCATION AND ZONING MAP

3901 Pacific Coast Hwy.

CUP10-00007

LEGEND

500 ft. Notification Area

3901 Pacific Coast Hwy.

N W E S

0 175 350 700 Feet

Prepared using City of Torrance Community Development Geographic Information System

Jeffery W. Gibson, Community Development Director

CITY OF TORRANCE

INTEROFFICE COMMUNICATION

DATE: May 3, 2011

TO: **Jeffrey Gibson, Community Development**

FROM: City Clerk's Office

SUBJECT: **Appeal 2011-07**

Attached is Appeal 2011-07 received in this office on May 3, 2011 from Maroran Karame (owner of Chicken Maison), 3901 Pacific Coast Highway, Suite D, Torrance, CA 90505. This appeal is of the Planning Commission's denial on April 20, 2011 regarding CUP10-00007: PATRICIA WICK (CHICKEN MAISON), 3901 Pacific Coast Highway, Suite D, Torrance, CA 90505 citing that statistics were proven for acceptable expansion; it has met all qualifications. Personal issues and discrimination/prejudice were taken into account when CUP was denied.

The appeal fee of $250.00, paid by check, was accepted by the City Clerk.

SECTION 11.5.3. PROCEDURE AFTER FILING.

a) Upon receipt of the notice of appeal, and the appeal fee, the City Clerk shall notify the concerned City officials, bodies or departments that an appeal has been filed and shall transmit a copy of the appeal documents to such officials, bodies or departments.

b) The concerned City officials, bodies or departments shall prepare the necessary reports for the City Council, provide public notices, posting, mailing or advertising in the same manner as provided for the original hearing or decision making process, request the appeal be placed on the agenda for hearing before the City Council within thirty (30) days of receipt of the said notice of appeal, and notify the applicant in writing of the time, date and place of the hearing not less than five (5) days before the Council hearing.

Sue Herbers
City Clerk

cc: Building & Safety
City Council

CITY OF TORRANCE

APPEAL FORM

RECEIVED
2011 MAY -3 PM 2:28

AN APPEAL TO:

- ☒ City Council
- ☐ Planning Commission
- ☐ _____

RETURN TO:

Office of the City Clerk
3031 Torrance Boulevard
Torrance CA 90509-2970
310/618-2870

RE: CUP10-00007
(Case Number and Name)

Address/Location of Subject Property 3901 PACIFIC COAST Hwy Suite D
(If applicable)

Decision of:

- ☐ Administrative Hearing Board
- ☐ Airport Commission
- ☐ Civil Service Commission
- ☐ Environmental Quality & Energy Conservation Commission
- ☐ License Review Board
- ☒ Planning Commission
- ☐ Community Development Director
- ☐ Special Development Permit
- ☐ Other _____

Date of decision: April 20, 2011 **Appealing:** ☐ APPROVAL ☒ DENIAL

Reason for Appeal: *Be as detailed as necessary. Additional information can be presented at the hearing. Attach pages as required with additional information and/or signatures.)*

STATISTICS WERE PROVEN FOR ACCEPTABLE EXPANSION. IT HAS MET ALL QUALIFICATIONS, PERSONAL ISSUES and discrimination/prejudice were TAKEN INTO ACCOUNT, when CUP WAS Denied.

Name of Appellant Maroun Karame (OWNER OF chicken MAISON)

Address of Appellant 3901 PACIFIC COAST Hwy Suite D

Telephone Number (310) 406-6700

Signature _____

For office use only:

Appeal Fee paid $ 250.00 Date 5/03/11 Received by _____

Notice to: Community Development Department: ☒ Planning ☒ Building & Safety

☒ City Council ☒ City Manager ☐ City Attorney ☐ Other Department(s) _____

9A. CUP10-00007: PATRICIA WICK (CHICKEN MAISON)

Planning Commission consideration for approval of a Conditional Use Permit to allow the expansion of an existing restaurant in conjunction with a request for a beer and wine license on property located in the C-2 Zone at 3901 Pacific Coast Highway, Suite D.

Recommendation: Approval.

Planning Assistant Yumul introduced the request.

Nagy Bakhoum, Obelisk Architects, project architect, voiced his agreement with the recommended conditions of approval and briefly described project. He explained that the parking layout was redesigned to meet parking requirements for the proposed expansion of Chicken Maison restaurant and to allow for the legalization of a bar and patio area that was previously added to Café Roma without benefit of a permit. He noted that the property owner has requested that an unpermitted shed be removed from Café Roma, but this has yet to be done.

Chairperson Horwich suggested that Condition No. 11, which states that the applicant shall obtain building permits and demolish the unpermitted storage shed at Suite A, be reworded for purposes of clarity. Commissioner Rizzo noted that Conditions Nos. 14 and 15 are duplicates.

George Postik, Torrance, reported that he has operated a shoe repair shop in this shopping center for 25 years; that his lease ran out three years ago and the landlord has refused to give him a new one; and that his rent has been significantly increased. He related his belief that he was being treated unfairly by his landlord.

Assistant City Attorney Sullivan disclosed that his family is a customer of Mr. Postik's shoe repair shop, however, this would not affect his legal advice.

In response to Commissioner Uchima's inquiry, Planning Manager Lodan related his understanding that Mr. Postik's repair shop would be eliminated to allow for the expansion of Chicken Maison.

Hratch Postik, son of George Postik, stated that there are few shoe repair businesses in the South Bay and the loss of his father's business would negatively impact the community because it would leave only two in Torrance and none in this particular area. He voiced objections to the landlord's unethical and unjust treatment of his father, explaining that his father was willing to pay the market rate for this space. He reported that his father is 76 years old but continues to work because it is his passion and he loves interacting with customers and noted that he was able to put three children through college on the income from his shop.

Tony Nahabedian, owner of Deli Roma, 3901 Pacific Coast Highway, voiced objections to the proposed expansion of Chicken Maison. Referring to written material submitted for the record, he contended that several parking spaces do not meet City standards in terms of size and backup space; that driveway throating does not comply with Code requirements; and that emergency access was inadequate. He reported that motorists frequently cut through the parking lot because U-turns are not allowed at

Pacific Coast Highway and Ocean, which creates circulation and safety issues, and there are many traffic accidents at this intersection. He expressed concerns that the Chicken Maison expansion would greatly impact his business as well as other businesses in the center due to the lack of sufficient parking for their customers. He explained that he formerly operated a Mexican take-out restaurant in the tenant space now occupied by Chicken Maison, but had to sell it when he was unable to add seating. He suggested that Chicken Maison should move to a larger shopping center if it has outgrown this location rather than disrupting the businesses of other tenants.

In response to Commissioner Skoll's inquiry, Planning Manager Lodan reported that the Development Review Division, the Transportation Planning Division and the Fire Department all reviewed the proposed parking layout and confirmed that it was in compliance with City requirements. He noted that the layout might have to be adjusted during the plan check process to deal with existing conditions not evident from the plans.

Commissioner Skoll indicated that he had reservations about approving the project due to the potential eviction of Mr. Postik's shoe repair business. Planning Manager Lodan advised that this issue was not within the Commission's purview.

In response to Commissioner Rizzo's inquiry, Planning Manager Lodan reported that signage would be installed to delineate the one-way parking lane and confirmed that there would be adequate space for motorists to turn around on the west side of the parking lot.

Commissioner Rizzo noted that according to the minutes from the June 16, 2010 meeting, the property owner intends to require that employees park behind the center, however, there are 28 employees (per count provided by Mr. Nahabedian) and only 17 spaces, which means that the other 11 will have to park in front or on nearby streets thereby impacting the neighborhood.

Chairperson Horwich related his understanding that Chicken Maison would be required to have two restrooms with this expansion. Plans Examiner Noh advised that the Code requires two restrooms when there is seating for more than 16 people and confirmed that this would be addressed during the plan check process.

Chairperson Horwich voiced his opinion that the situation at this center was murky. He commented that while he feels badly that a long-term tenant like Mr. Postik might be forced out, he personally would have pestered the landlord for a new lease rather than continuing on without one for three years and that he thought Mr. Nahabedian had lost some of his credence since he has added two structures to his restaurant without obtaining permits.

Mr. Nahabedian apologized for the unpermitted structures and indicated that he was working with staff to rectify the situation.

Justin Bower, Redondo Beach, stated that he was greatly disturbed by the idea that Mr. Postik could lose his repair shop because he is a true craftsman who should be celebrated for his passion and his drive.

Al West, Redondo Beach, contended that this small strip mall cannot sustain any more growth, noting that he used to live in the apartment complex directly to the north.

He stated that the area is already heavily congested and enlarging the Chicken Maison restaurant would make a bad situation even worse. He pointed out that the Commission had asked at the June 16, 2010 meeting that the center's square footage be verified by an independent third party, however it appears that the figures were provided by someone who was hired by the applicant.

Commissioner Weideman asked if the square footage had been verified and Planning Manager Lodan advised that the applicant hired a licensed land surveying/engineering firm to measure the property.

Assistant City Attorney Sullivan disclosed that he knows Mr. West as a fellow attorney.

Returning to the podium, Mr. Bakhoum explained that the new layout increases the number of parking spaces from 53 to 58 and the site would exceed parking requirements if the unpermitted construction at Café Roma was removed rather than legalized. He reported that the new parking arrangement was designed with the assistance of staff after exploring several parking scenarios and he believes it is a significant improvement over current conditions. He noted that most of the time parking is not a problem as the center only gets crowded between noon and 2:00 p.m. With regard to the shoe repair shop, he suggested that Mr. Postik could make arrangements with the cleaners to allow customers to drop off shoes for repairs or he could rent a new space at this center or another nearby center. He offered his assurance that if two restrooms are required, they will be provided.

Chairperson Horwich requested clarification of the applicant, and Mr. Bakhoum advised that it was a joint application by Chicken Maison and the owner of the center Patricia Wick.

Chairperson Horwich asked if the shoe repair shop would be allowed to remain should this project be denied.

Tammy Wick Reyes, representing the applicant Patricia Wick, indicated that the shoe repair shop would not be offered a new lease. She explained that her grandmother who owned the center passed away and there is now a mortgage on it and there's need to bring the center up to market rate so that its income covers its expenses.

Asked about employee parking, Mr. Bakhoum stated that he did not review the employee count provided by Mr. Nahabedian, however, City parking requirements are in the form of a ratio and the project complies with this ratio.

MOTION: Commissioner Gibson moved to close the public hearing. The motion was seconded by Commission Polcari and passed by unanimous roll call vote.

Commissioner Weideman indicated that he hadn't made up his mind but had reservations about approving this project. He cited Commissioner Uchima's comments at the June 16, 2010 hearing that this center was apparently designed for take-out restaurants only and adding seating could greatly impact parking because patrons would be lingering over meals rather than picking up food and leaving.

Commissioner Skoll stated that he was inclined to deny the project without prejudice because he believes the unpermitted construction needs to be taken care of first before anything else is added to the center.

Commissioner Rizzo voiced his opinion that this application should be brought back for consideration after the center has been cleaned up and brought into compliance.

MOTION: Commissioner Skoll moved to deny CUP10-00007 without prejudice. The motion was seconded by Commissioner Polcari and passed by unanimous roll call vote.

Planning Manager Lodan noted that a Resolution reflecting the Commission's action would be brought back for approval at a later date.

Chairperson Horwich informed the applicant about the right to appeal the Commission's decision to the City Council.

EXCERPT OF MINUTES

√ Minutes Approved
~~☐ Minutes Subject to Approval~~

June 16, 2010

MINUTES OF A REGULAR MEETING OF THE TORRANCE PLANNING COMMISSION

1. CALL TO ORDER

The Torrance Planning Commission convened in a regular session at 7:02 p.m. on Wednesday, June 16, 2010 in the Council Chambers at Torrance City Hall.

3. ROLL CALL

Present: Commissioners Browning, Gibson, Horwich, Skoll, Uchima and Chairperson Weideman.

Absent: Commissioner Busch.

Also Present: Planning Manager Lodan, Planning Assistant Yumul, Plans Examiner Noh, Fire Marshal Kazandjian, Assistant City Attorney Sullivan and Civil Engineer Symons.

Commissioner Browning relayed Commissioner Busch's request for an excused absence from this meeting; hearing no objection, Chairperson Weideman so ordered.

11. FORMAL HEARINGS

11C. CUP10-00007: CHICKEN MAISON (PATRICIA WICK)

Planning Commission consideration for approval of a Conditional Use Permit to allow the expansion of an existing restaurant in conjunction with a request for a beer and wine license on property located in the C-2 Zone at 3901 Pacific Coast Highway, Suite D.

Recommendation

Approval.

Planning Assistant Yumul introduced the request.

Assistant City Attorney Sullivan disclosed that the operator of a shoe repair shop he and his family uses was present in the audience, however this would not affect his legal advice to the Commission.

Tammy Wick Reyes, representing Patricia Wick, the owner of the subject property, related her belief that the expansion of Chicken Maison would benefit the existing tenants of the shopping center as well as the City of Torrance.

Sam Karame, representing Chicken Maison, voiced his agreement with the recommended conditions of approval.

Commissioner Browning requested clarification of parking requirements.

Planning Manager Lodan advised that based on information provided by the applicant, staff determined that 59 parking spaces were required and 59 parking spaces are provided, however, the owner of Deli Roma recently submitted information claiming that the shopping center has additional square footage that was not taken into account, which would require an additional 3 parking spaces. He explained that staff would need a site plan and a floor plan of the center to verify the square footage or as an alternative, the Commission could approve the project adding a condition requiring that the applicant demonstrate that sufficient parking is provided prior to entering the plan check process.

Chairperson Weideman indicated that he was not inclined to approve the project until the square footage has been verified.

Commissioner Horwich and Commissioner Gibson indicated that they were also not comfortable approving the project without verification the square footage.

Tony Nahabedian, owner of Deli Roma, 3901 Pacific Coast Highway, submitted additional documents and photographs for the record. He reported that he asked each tenant in the center to measure their square footage and according to his calculations 62 parking spaces are required. He stated that he is not opposed to the expansion of Chicken Maison, but was concerned about the impact on other tenants of the shopping center because it's almost impossible to find a parking space between the hours of 12:00 p.m. – 2:30 p.m. He noted that motorists frequently cut through the parking lot since no U-turn is allowed at Pacific Coast Highway and Ocean and this adds to the congestion in the parking lot. He stated that other tenants are concerned about the proposed expansion but they have been intimidated and are afraid to complain.

Chairperson Weideman requested clarification of a diagram submitted by Mr. Nahabedian and Mr. Nahabedian explained that he was concerned that the restaurant's new façade would lend itself to an outdoor dining area further impacting parking.

Chairperson Weideman noted that Condition No. 6 prohibits outdoor dining areas on walkways adjacent to restaurants in the shopping center. He related his understanding the Mr. Nahabedian formerly operated a Mexican take-out restaurant in the Chicken Maison tenant space.

Mr. Nahabedian explained that he sold the tenant space when he was unable to add seating due to parking issues.

Bill Knapp, 23991 Ocean Avenue, stated that he lives in the apartment building next to the shopping center and his only concern about the project was the potential for more noise.

Ms. Wick Reyes noted that her mother, Patricia Wick, also owns the apartment building at 23991 Ocean Avenue and she has worked with Mr. Knapp regarding his concerns about noise in the past and will continue to do so.

Commissioner Horwich recommended that the hearing be continued so the parking requirement could be verified.

Planning Manager Lodan advised that staff needs an as-built floor plan for both levels of the shopping center in order to determine the parking requirement.

Ms. Wick Reyes agreed to continue the hearing to August 4, 2010 and expressed her willingness to hire an independent consultant to provide the necessary information.

Commissioner Uchima noted that apparently this shopping center was designed for take-out restaurants only and expressed concerns that adding seating to the restaurant could greatly impact parking because patrons will be lingering over lunch and dinner rather than picking up food and leaving.

Ms. Wick Reyes stated that she believed the parking situation was workable because the only time the parking lot is busy is during lunchtime hours and there was no problem in the evening when the restaurant would be serving dinner. She reported that when leases come up for renewal, she is requiring that employees park behind the shopping center in order to free up parking in front of the businesses.

MOTION: Commissioner Horwich moved to close the public hearing. The motion was seconded by Commissioner Uchima, but failed to pass because Commissioners still wished to comment.

Commissioner Skoll stated that he thought having employees park behind the center was a good idea and asked how many parking spaces were available. Ms. Wick Reyes responded that she thought all employees could be accommodated behind the building with the new parking layout

Commissioner Browning suggested that the applicant make sure that delivery trucks could make the turn going west to east with the new parking layout and proposed a right-turn only sign for the Pacific Coast Highway driveway. He stated that he wasn't opposed to the restaurant's expansion, but was having a problem with the additional cars it would bring to an already crowded parking lot.

Ms. Wicks Reyes expressed confidence that the parking situation could be worked out because the congestion occurs only for a couple of hours during lunchtime. She noted that she is also attempting to restrict the times during which deliveries can be made.

MOTION: Commissioner Horwich moved to continue the hearing on CUP10-00007 to August 4, 2010. The motion was seconded by Commissioner Gibson and passed by unanimous roll call vote (absent Commissioner Busch).

###

ATTACHMENT F

FEB 21 2012

3901 PACIFIC COAST HIGHWAY TORRANCE, CALIFORNIA 90505 310-378-9999 WWW.DELIROMA.COM

February 17, 2011

Gregg Logan, Planning Manager
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503

Re: Deli Roma @ 3901 Pacific Coast Highway, Suite A
Tony Nahabedian

Dear Mr. Logan:

Thank you for taking your time to meet with me and my wife on February 8, 2012.

Ms. Reyes complained just recently, in another complaint, that the attic in my suite was added by me. It was not. An inspector named Leaf Stilson inspected the attic just yesterday and found that it was not added. I assume that this in now deemed to be in compliance and that the complaint on this is closed.

Inspector Linda Sheldon, on the word of Ms. Reyes, complained that I put a bar in the suite. This is not true. That area is and has always been a beverage service center and has always been there since I took over. There has never been bar stools, seating, or beer or wine or other beverage served over the bar at any time. There is a table in front of it as I am sure the pictures of Ms. Sheldon reveals. It was first put there in 1986.

I am therefore hopeful that issues remaining are the small addition and the patio.

I would like to believe that the City will consider the granting of a waiver of these minor problems with both the small addition 21 years ago of about 100 feet and the patio.

The small addition and the patio had a bone fide purpose other than enhancement of the deli. There were derelicts using them for cover at night. Judy Cake, the original owner, and I saw persons such as this numerous times, and I often cleaned up evidence of contraband, beer cans and bottles of alcoholic beverages there in the mornings. Judy Cake, the original owner, told me to fill in the small spot in the corner, of about 100 feet.

DELI ROMA Cafe & Grill
3901 PACIFIC COAST HIGHWAY TORRANCE, CALIFORNIA 90505 310-378-9999 WWW.DELIROMA.COM

Her written consent is attached as Exhibit "A". This is the written consent of the owner as the ordinance for waiver requires. This is from the year 1991.

As for the patio, the owner Judy Cake put in the brick foundation and the fence at her expense in 1995. When I applied to the Department of Alcoholic Beverage Control, I was told I had to raise the fence that she put in as to provide some sort of barrier so people could not go in and out so easily-some sort of ABC rule. So, I put in the trellis and grew the jasmine, which I would like to think is rather attractive. Attached as Exhibit "B" are various documents proving that the City had the precise plan of the patio as required by the ABC and the City, agreed to it by the signature of Jeff Gibson, and that it was consented to by or for the owner, by the daughter of Judy Cake, Ms. Dorothy Cake. The City studied the plan, approved it, and the Planning Commission approved it by granting CUP 95-0029 on October 4, 1995. That is attached.

The jasmine has grown tall and looks nice. It cannot be moved inward or it will die. As the ABC, the City, the owner, and I all approved the patio, it seems very reasonable for the City to grant a waiver in this case.

The complaining party is Ms. Tammy Reyes. She is one granddaughter of deceased former owner Judy Cake. She is not the sole owner or beneficiary of the former owners' trust. The owners of record of the center are:

> PATRICIA WICK AND FARMERS & MERCHANTS TRUST COMPANY OF LONG BEACH, AS SUCCESSOR CO-TRUSTEES OF THE CHARLES N. CAKE TRUST FBO PATRICIA WICK who acquired title as PATRICIA WICK AND FARMERS & MERCHANTS TRUST COMPANY OF LONG BEACH, AS SUCCESSOR CO-TRUSTEES OF THE ESTATE OF CHARLES NORMAN CAKE.

(See Exhibit "C")

Since I already have the written consent of the owner to both the small addition

3901 PACIFIC COAST HIGHWAY TORRANCE, CALIFORNIA 90505 310-378-9999 WWW.DELIROMA.COM

and the patio, I believe that the requirements of City Ordinance § 94.2.2 have been met.

Further, it seems to me that it would be cause unreasonably difficulties for me to destroy the jasmine that has grown there for 17 years, and to remove the patio and redesign that area and wall after those 17 years; similarly to remove the small addition that is in no one's way after 21 years; that allowing the addition and the patio to remain would not materially be detrimental the to public welfare of to the property or others located in the vicinity; and that these minor items would not substantially interfere with the orderly development of the City. I believe that the requirements of City Ordinance §94.2.4 for a waiver are met.

Ms. Reyes is using the City as a vehicle to get rid of me to permit an expansion of the tenant Chicken Maison. Also her motivation is in retaliation for my contesting her expansion plans, whereby I was a whistle blower regarding the incorrectness of some of her contentions in her application last year which she now has on appeal. She lost her application by a 7 to 0 vote. See Exhibit "D"; her lawsuit is *not to modify the suite*, but to ***evict*** my wife and me.

I have a few questions. If the City insists that Mr. Reyes should have her vengeful way and compels me to remove the patio after 17 years and the addition after 21 years, must I get a building permit? And, must Ms. Reyes sign it? And who would have the right to provide a new design? If I am compelled to redo the structure am I supposed to put up a wall on that east side and remove the patio altogether?

And finally, I do not wish to get into a challenge with the City. These few square feet are so small compared to the massive projects you have such as the new hospital construction on Lomita Boulevard. But please give me whatever consideration you can, as this is deli is my only source of income, which supports my family and myself, who are all residents of Torrance and have been for many years. We cater to such customers as local hospital doctors, Torrance Police, and Fire Department.

DELI ROMA Cafe & Grill

3901 PACIFIC COAST HIGHWAY TORRANCE, CALIFORNIA 90505 310-378-9999 WWW.DELIROMA.COM

Thank you for your time.

_____

Tony Nahabedian d.b.a.
Deli Roma

Hi Mrs. Cake

I stopped by the office, the sec. told me you had just left to a meeting. As you know, the next door express owner (new one) trying to sell same kind of food like us. My brother wants an O.K from you to stop them. you told us no same type of food could be sold. plus we need an OK to cover the back of the deli with a shed to avoid the homeless from urinating + littering. Sorry to bother you with this. please OK this & ill pick it up

OK yes, to no selling same food types

OK yes, to covering the back into a shed for safety + cleanliness.

Judy Cake

City of Torrance, Planning ...
3031 Torrance ..., Torrance, CA 90503 (310) ...

Development Application

NAME OF APPLICANT: DELI ROMA

STREET ADDRESS OR LOCATION OF PROPERTY: X 3901 PACIFIC COAST HWY 90505

ZONE	OVERLAYS	COUNTY ASSESSOR INFORMATION: BOOK	PAGE	PARCEL NUMBER	LEGAL DESCRIPTION: LOT	BLOCK NUMBER	TRACT	ESCROW NUMBER
C-2	—	7529	019	010	POR 9	—	—	—

PROPOSED USE OF PROPERTY AND PURPOSE OF APPLICATION(S):
X Request approval of CUP for on-premise consumption of beer and wine

OWNER:	APPLICANT/REPRESENTATIVE (OTHER THAN OWNER):
PRINT NAME OF PROPERTY OWNER: Judy Cake Et-Estate C.N. Cake	PRINT NAME OF APPLICANT/REPRESENTATIVE: TONY HUTCH NAHABEDIAN
ADDRESS: 21188 Hawthorne Blvd Tor. Ca 90503	ADDRESS: 3901 Pacific Cst Hwy
PHONE: 310-371-6591	PHONE: (310) 378-9999
SIGNATURE OF PROPERTY OWNER: X Dorothy Cake	SIGNATURE OF APPLICANT/REPRESENTATIVE: X [signature]

FOR CITY USE ONLY—DO NOT WRITE BELOW THIS LINE

CHECK TYPE OF USE PERMIT(S) REQUESTED:

- [x] Conditional Use Permit
- [ ] Division of Lot
- [ ] Fence Height Exception
- [ ] General Plan Amendment
- [ ] Minor Modification
- [ ] Modification
- [ ] Notification
- [ ] Planning Commission Review
- [ ] Precise Plan
- [ ] Tentative Tract
- [ ] Validation Permit
- [ ] Variance
- [ ] Waiver
- [ ] Zone Change
- [ ] _____
- [ ] _____

Environmental Assessment Submitted on ..... Date: _____
- [ ] Negative Declaration ..... Date: _____
- [ ] EIR Adopted ..... Date: _____

Categorically Exempt per CEQA Section: 15301(L)
Signature: JEFF GIBSON By Sac
Date: 9-20-95

PLANNING DEPARTMENT USE:
DATE: 9-19-95 BY: SAC
CASE NO.

CITY TREASURER'S USE:
FEE: [signature] RECEIPT:
DATE: PERMIT PLAN BY:

CUP95-0029

Cub 95-0029

1250

DELI ROMA
310-378-9999
3901 PACIFIC CST HWY #A
TORRANCE, CA 90505

9/18 19 95

16-66
1220

PAY TO THE ORDER OF City of Torrance $ 1269.00

One thousand & two hundred & sixty nine DOLLARS

Bank of America
South Torrance Branch 2442
4206 Pacific Coast Highway
Torrance, CA 90505 (310) 884-1870

FOR

MP

⑈001250⑈ ⑆122000661⑆ 24420⑈00803⑈ ⑈0000126900⑈

© DELUXE - PDP

DB 12-89

NOTICE OF APPLICATION TO SELL ALCOHOLIC BEVERAGES

To Whom It May Concern:

NAHABEDIAN, Hratch & Jessica are applying to the Department of Alcoholic Beverage Control to sell alcoholic beverages at 3901 Pacific Coast Hwy #A, Torrance, CA with On-Sale Beer & Wine Eating Place license(s).

Pub.: December 11, 18, 25, 1995.

FORMAL HEARINGS

Agenda Item No. 9 was heard out of order.

9. **CUP 95-0029: DELI ROMA**

Planning Commission consideration of a request for approval of a Conditional Use Permit to allow the on-premise service of beer and wine in an existing restaurant on property located in the C-2 zone at 3901 Pacific Coast Highway.

RECOMMENDATION

Approval of the request.

Planning Commission
October 4, 1995

PLANNING COMMISSION
OCT 26 ANS'D
MINUTES

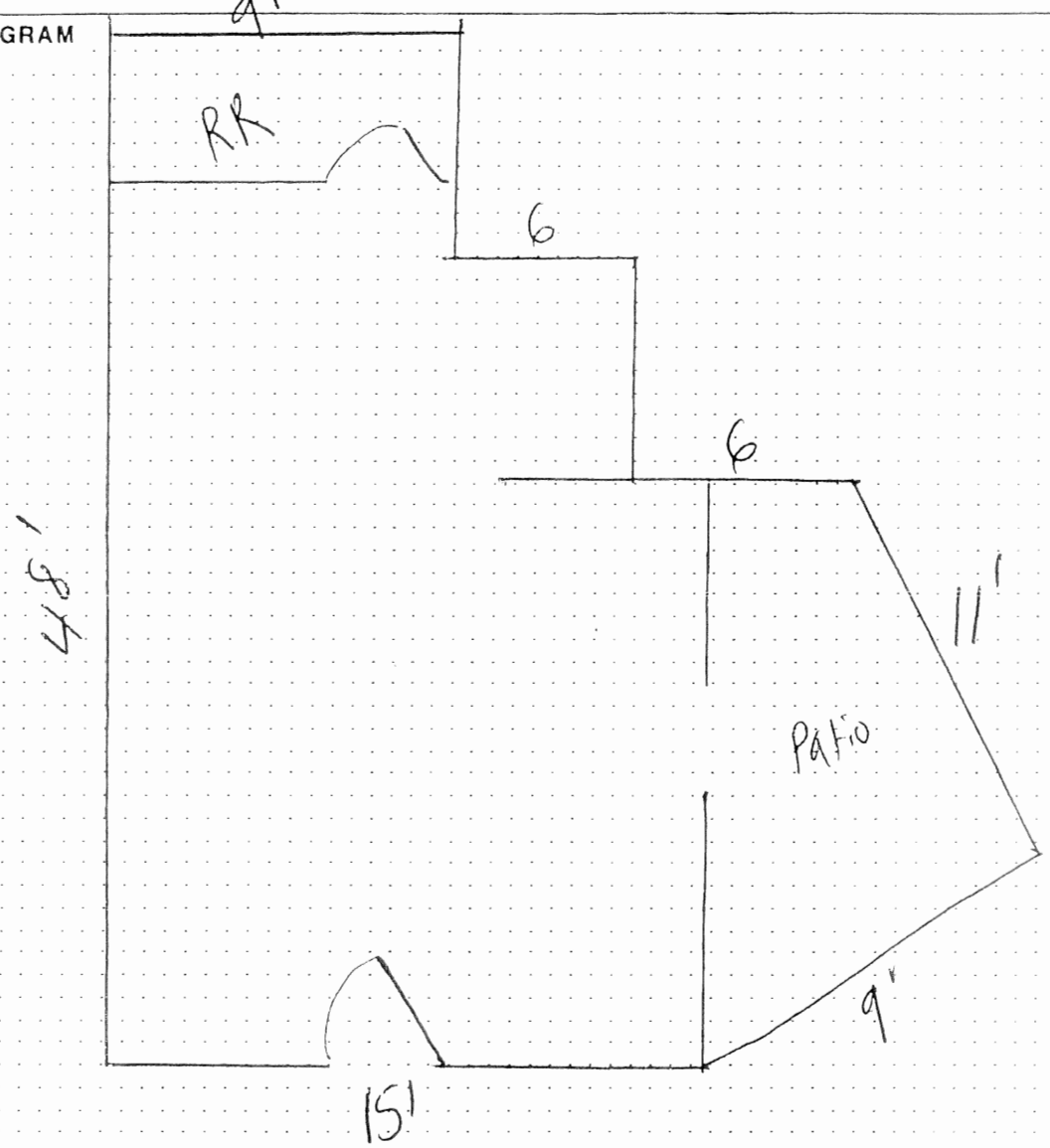
SUPPLEMENTAL DIAGRAM

STATE OF CALIFORNIA
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

1. FULL NAME *(Last, First, Middle)* NAHABEDIAN, HRATCH SAKKIS	3. TYPE OF LICENSE APPLIED FOR ON-Sale Beer, wine
2. PREMISES ADDRESS/LOCATION OF EVENT *(Number & street, City, Zip)* 3901 PACIFIC Coast Hwy. #A, Ca, 90505	4. Nearest Cross Street Ocean

The diagram below is a true and correct description of the property owned or otherwise controlled by me/us on which the licensed premises described on Form ABC-257 is located or on which an event for a daily type license, catering authorization or miscellaneous use will occur.

DIAGRAM



POST A COPY OF DIAGRAM WITH DAILY LICENSE OR CATERING AUTHORIZATION WHERE THE EVENT IS HELD.

Please read carefully and sign below.

It is hereby declared that the above-described property is owned or otherwise controlled by me/us and it is agreed and understood that the only area therein in which alcoholic beverages will be sold, served, consumed, possessed or stored is that portion designated above and/or on Form ABC-257 as the Licensed premises. If this is an event for a daily license, catering authorization or miscellaneous use, it is understood that sales and consumption of alcoholic beverages will be confined to an area designated in the diagram and supervised to prevent violations of the Alcoholic Beverage Control Act. I declare under penalty of perjury that the foregoing is true and correct.

4. APPLICANT SIGNATURE	5. DATE

FOR DEPARTMENT USE ONLY

INSPECTION DATE	CERTIFIED CORRECT

TORRANCE PLANNING COMMISSION AGENDA

City Council Chambers
Torrance City Hall
3031 Torrance Boulevard
Torrance, California

All Commission meetings are open to the public. It is requested that people who wish to speak on any matter, please complete a "Request to Speak" card (available in agenda receptacles at back of the room) and deposit in the box on the podium before addressing the Planning Commission.

One public hearing before the Planning Commission and one public hearing before the City Council are required on Zone Changes and Variances. Zone Changes and Variances will be automatically submitted to City Council for hearing approximately forty-five (45) days after the hearing before the Planning Commission. A Zone Change does not become effective until the effective date of the Ordinance therefor is adopted by the City Council; a Variance does not become effective until the City Council adopts the resolution therefor.

Any action by the Planning Director or Planning Commission may be appealed by the applicant, City Council, City Manager or other interested parties.

Written notice of appeal to the City Council or Planning Commission shall be filed with the City Clerk within fifteen (15) days of Planning Director or Planning Commission action. Notice of appeal shall be accompanied by the required appeal fee for filing such appeal.

* * * * * * * * * *

7:00 p.m. October 4, 1995

1. Call Meeting to Order
2. Salute to the Flag
3. Roll Call
4. Approval of Planning Commission Minutes
5. Motion to Accept and File Report of Secretary on Posting of Agenda
6. Requests for Postponements of any Matters on This Agenda

CITY HALL'S HOURS OF OPERATION ARE:

Monday through Thursday — 7:30 a.m. to 5:30 p.m.
Friday — will alternate with hours 7:30 a.m. to 5:30 p.m. one week, and closed the following week.

CITY HALL WILL BE CLOSED ON FRIDAY, OCTOBER 13th

DELPERDANG, LERESCHE, MARTINEZ, MONDA, RISCHE, WALLER, MAUNO

FORMAL HEARINGS

7. CUP95-0024,: CLAIM JUMPER RESTAURANT
Planning Commission re-consideration of a request for approval of a Conditional Use Permit to allow the on-premise sale of alcoholic beverages in conjunction with a previously approved bona fide restaurant located in the Crossroads Shopping Center in the PD zone at 24301 Crenshaw Boulevard.

8. MOD95-0015 (PD90-2): CLAIM JUMPER RESTAURANT
Planning Commission re-consideration of a request for approval of a Modification of a previously approved Planned Development (PD90-2) to allow the on-premise sale of alcoholic beverages in conjunction with a previously approved bona fide restaurant located in the Crossroads Shopping Center in the PD zone at 24301 Crenshaw Boulevard.

9. CUP95-0029: DELI ROMA
Planning Commission consideration of a request for approval of a Conditional Use Permit to allow the on premise service of beer and wine in an existing restaurant on property located in the C-2 zone at 3901 Pacific Coast Highway.

REVIEW OF CITY COUNCIL ACTION ON PLANNING MATTERS

LIST OF TENTATIVE PLANNING COMMISSION CASES

ORAL COMMUNICATIONS FROM THE PUBLIC

ADJOURNMENT

Planning Commission
October 4, 1995

DELPERDANG, LERESCHE, MARTINEZ, MONDA, RISCHE, WALLER, MAUNO

PLANNING COMMISSION RESOLUTION NO. 95-90

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF TORRANCE, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT TO ALLOW THE SERVICE OF BEER AND WINE IN AN EXISTING RESTAURANT ON PROPERTY LOCATED IN THE C-2 ZONE AT 3901 PACIFIC COAST HIGHWAY

CUP 95-0029: DELI ROMA

WHEREAS, changes in use to existing small commercial structures located in an urbanized area with an occupancy load of 30 or less are Categorically Exempted by the Guidelines for Implementation of the California Environmental Quality Act, Section 15302c. The subject lease space has an area of 700 square feet based on the proposed floor plan, the occupancy load is under 30; and

WHEREAS, the Planning Commission at its meeting of October 4, 1995, considered Conditional Use Permit 95-0026 filed by St. James Parish (Fr. Timothy Nichols) on property located in the R-3 zone at 4625 Garnet Street;

WHEREAS, the above described project conforms to the Land Use Element of the General Plan of the City of Torrance; and

WHEREAS, due and legal publication of notice was given to owners of property in the vicinity thereof and due and legal hearings have been held, all in accordance with the provisions of the Official Land Use Ordinance; and

WHEREAS, the Planning Commission by the following roll call vote APPROVED Conditional Use Permit 95-0029, subject to conditions:

AYES: COMMISSIONERS: Delperdang, LeResche, Martinez, Monda, Rische, Waller and Chairman Mauno

NOES: COMMISSIONERS: None

ABSENT: COMMISSIONERS: None

NOW, THEREFORE, BE IT RESOLVED that Conditional Use Permit 95-0029 filed by Deli Roma on property located in the C-2 zone at 3901 Pacific Coast Highway, as shown on Planning Commission Identification No. 95-90, on file in the Planning Department of the City of Torrance, is hereby APPROVED subject to the following conditions:

1. That the use of the subject property for a meeting and community hall in an existing school shall be subject to all conditions imposed in Planning Commission case CUP95-0029 and any amendments thereto or modifications thereof as may be approved from time to time pursuant to Section 92.28.1 et seq of the Torrance Municipal Code on file in the office of the Planning Director of the City of Torrance; and further, that the said use shall be established or constructed and shall be maintained in conformance with such maps,

plans, drawings, specifications, applications or other documents presented by the applicant to the Planning Department and upon which the Planning Commission relied in granting approval;

2. That if this Conditional Use Permit is not used within one year after granting of the permit, it shall expire and become null and void unless extended by the Planning Director for an additional period as provided for in Section 92.27.1;

3. That permission for the on-premise sale and consumption of alcoholic beverages on the property described herein shall be granted explicitly in conjunction with operation of a bona-fide eating establishment, and if the restaurant ceases to serve food, this case shall be reviewed by the Planning Commission to determine whether the sale of alcoholic beverages shall continue; (Planning)

4. That all signs shall conform to the sign program previously for this center or be approved by the Torrance Environmental Quality and Energy Conservation Commission; (Environmental) and

5. That the hours of operation for the restaurant shall be limited to between 11:00 a.m. and 10:00 p.m., seven days a week.

Introduced, approved, and adopted this 1st day of November, 1995.

Chairman, Torrance Planning Commission

ATTEST:

Secretary, Torrance Planning Commission

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF TORRANCE)

I, JEFFERY W. GIBSON, Secretary to the Planning Commission of the City of Torrance, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the Planning Commission of the City of Torrance at a regular meeting of said Commission held on the 1st day of November 1995, by the following roll call vote:

AYES: COMMISSIONERS: Delperdang, LeResche, Martinez, Monda and Waller

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS: Rische and Mauno

Secretary, Torrance Planning Commission

AGENDA ITEM NO. 9

CASE TYPE & NUMBER: Conditional Use Permit - CUP95-0029

NAME: Deli Roma

PURPOSE OF APPLICATION: Approval of a Conditional Use Permit to allow the service of beer and wine in an existing restaurant.

LOCATION: 3901 Pacific Coast Highway

ZONING: C-2

ADJACENT ZONING AND LAND USE:
NORTH: C-2 Apartments
SOUTH: C-2 Retail Commercial (across Pacific Coast Highway)
EAST: C-2 Retail Commercial, R-3 Apartments (across Ocean Avenue)
WEST: C-2 Retail Commercial

EXISTING IMPROVEMENTS AND/OR NATURAL FEATURES: The subject property is developed with a shopping center.

ENVIRONMENTAL FINDINGS: Changes in use to existing small commercial structures located in an urbanized area with an occupancy load of 30 or less are Categorically Exempted by the Guidelines for Implementation of the California Environmental Quality Act, per Section 15302c. The subject lease space has an area of 700 square feet based on the proposed floor plan, the occupancy load is under 30.

COMPLIANCE WITH GENERAL PLAN: Yes

BACKGROUND AND/OR COMMENTS: The applicant requests permission to sell beer and wine from an existing restaurant in an existing shopping center located in the C-2 zone at the northwest corner of Pacific Coast Highway and Ocean Avenue. A Conditional Use Permit is needed to allow the on-premises service of alcohol from a restaurant.

Deli Roma currently occupies a 700 square-foot lease space in a 10,750 square-foot shopping center which consists of two buildings containing a variety of retail and commercial uses. The restaurant is located in the westernmost space in Building "A". No changes are proposed in the operation of the business, except the addition of beer and wine service in conjunction with meals. Currently, the restaurant is open from 11:00 a.m. to 10:00 p.m., seven days a week. Because of the apartment building located to the north of the subject property, staff is recommending that a condition be imposed which includes this restriction.

Parking for the center is calculated using a ration of 1:100 for the Deli Roma and 1:200 for the balance of the center. Fifty-three (53) parking spaces are required, based on modified gross floor area, and the parking lot will be striped to provide 55 spaces. Access to this development is via two driveways: one on Pacific Coast Highway and one on Ocean Avenue.

In the judgement of the Planning Department, the subject request is compatible with the surrounding area because of the small size of the restaurant and the fact that the sale of alcoholic beverages will take place only in conjunction with the service of meals. Therefore, staff recommends approval of the subject request, with conditions.

PROJECT RECOMMENDATION: Approval

FINDINGS OF FACT TO SUPPORT APPROVAL OF PROJECT:

The approval of this Conditional Use Permit along with the conditions recommended by staff to allow the on-premises sale of beer and wine from an existing restaurant is consistent with the orderly development of the City as provided for in its General Plan, which designates this area for General Commercial Development. The restaurant is compatible with other uses in the shopping center and the on-premises service of beer and wine will take place in conjunction with the service of meals in a bona fide restaurant.

RECOMMENDED CONDITIONS, IF APPROVED:

1. That the use of the subject property to allow the service of beer and wine in an existing restaurant shall be subject to all conditions imposed in Planning Commission case CUP95-0029 and any amendments thereto or modifications thereof as may be approved from time to time pursuant to Section 92.28.1 et seq of the Torrance Municipal Code on file in the office of the Planning Director of the City of Torrance; and further, that the said use shall be established or constructed and shall be maintained in conformance with such maps, plans, drawings, specifications, applications or other documents presented by the applicant to the Planning Department and upon which the Planning Commission relied in granting approval;

2. That if this Conditional Use Permit is not used within one year after granting of the permit, it shall expire and become null and void unless extended by the Planning Director for an additional period as provided for in Section 92.27.1;

3. That permission for the on-premise sale and consumption of alcoholic beverages on the property described herein shall be granted explicitly in conjunction with operation of a bona-fide eating establishment, and if the restaurant ceases to serve food, this case shall be reviewed by the Planning Commission to determine whether the sale of alcoholic beverages shall continue; (Planning)

4. That all sings shall conform to the sign program previously approved fro this center or be approved by the Torrance Environmental Quality and Energy Conservation Commission; (Environmental)

5. That the hours of operation for the restaurant shall be limited to between 11:00 a.m. and 10:00 p.m., seven days a week; (Planning) and

6. That all conditions of all other City departments received prior to or during the consideration of this case by the Planning Commission shall be met.

Prepared by,

D. R. Richardson
Planning Associate

Respectfully submitted,

Jeffery W. Gibson
Senior Principal Planner

ATTACHMENTS:
1. Location and Zoning Map
2. Plot Plan, Floor Plan and Exterior Elevations

P.D. RECOMMENDATIONS - 10/4/95
AGENDA ITEM NO. 9
CASE NO. CUP95-0029

This page is part of your document - DO NOT DISCARD

20091423523

Pages:
0003

Recorded/Filed In Official Records
Recorder's Office, Los Angeles County,
California

09/18/09 AT 08:00AM

FEES:	26.00
TAXES:	0.00
OTHER:	0.00
PAID:	26.00

LEADSHEET

200909180110002

00001214862

002316421

SEQ:
16

DAR - Title Company (Hard Copy)

THIS FORM IS NOT TO BE DUPLICATED

t10

RECORDING REQUESTED BY:
North American Title Company

WHEN RECORDED, MAIL TO:
Patricia T Wick, Trustee
c/o Christine Walker 302 Pine Avenue
Long Beach, CA 90802

TITLE ORDER NO : 953263
ESCROW NO. 1004281-SS

2

02/05/2010
20100166074

ASSESSOR'S PARCEL NO 7529-019-010

THIS SPACE FOR RECORDER'S USE ONLY

GRANT DEED

75

The undersigned Grantor(s) declare that the **DOCUMENTARY TRANSFER TAX IS: NONE County**
__ computed on the full value of the interest of property conveyed, or
__ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale
XX OR transfer is EXEMPT from tax for the following reason
This conveyance confirms a correction of name, and the grantor and grantee are the same party, R&T 11911.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, PATRICIA WICK AND FARMERS & MERCHANTS TRUST COMPANY OF LONG BEACH, AS SUCCESSOR CO-TRUSTEES OF THE CHARLES N CAKE TRUST FBO PATRICIA WICK who acquired title as PATRICIA WICK AND FARMERS & MERCHANTS TRUST COMPANY OF LONG BEACH, AS SUCCESSOR CO-TRUSTEES OF THE ESTATE OF CHARLES NORMAN CAKE

HEREBY GRANT(S) to PATRICIA WICK AND FARMERS & MERCHANTS TRUST COMPANY OF LONG BEACH, AS SUCCESSOR CO-TRUSTEES OF THE CHARLES N. CAKE TRUST FBO PATRICIA WICK

All that real property situated in the City of Torrance, County of Los Angeles, State of CA, described as:
as more particularly described in the description attached hereto and made a part hereof, marked Exhibit "A"

~~This document may be executed in counterparts, which together shall be deemed one original~~

This instrument filed for record by North American Title Company as an accomodation only. It has not been examined as to its execution or as to its effect upon the title

Dated: 04 December 2009

STATE OF CALIFORNIA
COUNTY OF Los Angeles
On Dec 21, 2009, before me,
Donna Battey, Notary Public
personally appeared Patricia Wick
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 Donna Battey

DONNA BATTEY
COMM. # 1865340
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. MAY 8, 2010

CHARLES N. CAKE TRUST FBO PATRICIA WICK

By: Patricia Wick
Patricia Wick, Successor Co- Trustee

By: Farmers & Merchants Trust Company of Long Beach, Successor Co-Trustee

By: Christine Walker
Christine Walker

By: John P. Sulentor
John P. Sulentor

(SEAL)

THE GRANTORS AND THE GRANTEES IN THIS CONVEYANCE ARE COMPRISED OF THE SAME PARTIES WHO CONTINUE TO HOLD THE SAME PROPORTIONATE INTEREST IN THE PROPERTY, R & T 11923(d).

Mail Tax Statements to
SAME AS ABOVE

75G

4

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Torrance, County of Los Angeles, State of California, described as follows.

PARCEL 1·

THAT PORTION OF LOT 8 OF MEADOW PARK TRACT, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGE 60 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED AS FOLLOWS:

BOUNDED NORTHERLY BY THE SOUTHERLY LINE OF THE LAND DESCRIBED IN THE DEED TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED ON JULY 29, 1955 IN BOOK 48495, PAGE 218, OFFICIAL RECORDS OF SAID COUNTY, AND THE WESTERLY PROLONGATION THEREOF; BOUNDED WESTERLY BY A LINE WHICH BEARS NORTH 0° 12' 36" EAST FROM A POINT IN THE SOUTH LINE OF SAID LOT 8, DISTANT 248.04 FEET WEST OF THE WEST LINE OF OCEAN AVENUE, 50 FEET WIDE; AND BOUNDED SOUTHERLY AND EASTERLY BY THE SOUTHERLY AND EASTERLY LINES, RESPECTIVELY OF SAID LOT 8.

EXCEPT THEREFROM THAT PORTION OF SAID LAND BOUNDED AS FOLLOWS:

BOUNDED NORTHERLY BY THE SOUTHERLY LINE AND ITS WESTERLY PROLONGATION OF THE LAND DESCRIBED IN THE DEED TO EDISON SECURITIES COMPANY RECORDED ON JULY 29, 1955 IN BOOK 48495 PAGE 218, OFFICIAL RECORDS OF SAID COUNTY BOUNDED WESTERLY BY THE EASTERLY LINE OF THE WEST ONE HALF OF THE EAST ONE HALF OF SAID LOT, BEING THE LINE ESTABLISHED BY THAT CERTAIN PROPERTY CONVEYANCE AGREEMENT AND ITS NORTHERLY PROLONGATION DATED JANUARY 23, 1956, RECORDED ON MARCH 29, 1960, AS INSTRUMENT NO. 619, IN BOOK D795 PAGE 583, OFFICIAL RECORDS OF SAID COUNTY BOUNDED SOUTHERLY BY A LINE PARALLEL WITH AND DISTANT 214.20 FEET SOUTHERLY, MEASURED ALONG THE EASTERLY LINE OF SAID LOT 8, FROM SAID SOUTHERLY LINE OF THE LAND DESCRIBED IN SAID DEED TO EDISON SECURITIES COMPANY AND BOUNDED EASTERLY BY THE EASTERLY LINE OF SAID LOT.

PARCEL 2.

THAT PORTION OF LOT 9 OF MEADOW PARK, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGE 60 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT; THENCE ALONG THE EAST LINE OF SAID LOT, SOUTH 0° 12' 36" WEST 112.35 FEET TO THE NORTH LINE OF PACIFIC COAST HIGHWAY, DESCRIBED IN DEED RECORDED IN BOOK 12684 PAGE 191, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID NORTH LINE, NORTH 64° 42' 54" WEST 252.18 FEET TO THE WEST LINE OF THE EAST ONE HALF OF THE EAST HALF OF SAID LOT; THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTH LINE OF SAID LOT; THENCE EASTERLY ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

APN· 7529-019-010

Served 2/1/2012

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

JAN 30 2012

John A. Clarke, Executive Officer/Clerk

By Lanelle M. Galindo, Deputy

John D. Whitcombe (#37951)
Michael J. Gibson (#115657)
Greenberg, Whitcombe & Takeuchi, LLP
21515 Hawthorne Boulevard, Suite 450
Torrance, California 90503-6531

(310) 540-2000

Attorneys for Plaintiffs

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES, SOUTHWEST DISTRICT, TORRANCE COURTHOUSE

PATRICIA WICK AND TAMMY REYES, CO-TRUSTEES OF THE CHARLES N. CAKE TRUST FBO PATRICIA WICK, and DAN WICK, PATRICIA WICK, AND TAMMY WICK REYES, CO-TRUSTEES OF THE WICK FAMILY TRUST UDT FEBRUARY 13, 2007, Plaintiffs, v. HRAGE NAHBEDIAN, individually and doing business as DELI ROMA, and DOES 1 through 20, inclusive, Defendants.	Case No. SB12Z00162 **COMPLAINT FOR UNLAWFUL DETAINER** DEMAND FOR JURY TRIAL LIMITED JURISDICTION (UNDER $10,000)

Plaintiffs Patricia Wick and Tammy Wick Reyes, Co-Trustees of the Charles N. Cake Trust FBO Patricia Wick, and Dan Wick, Patricia Wick, and Tammy Wick Reyes, Co-Trustees of the Wick Family Trust UDT February 13, 2007, allege:

1. Patricia Wick and Tammy Wick Reyes are the duly appointed co-trustees of the Charles N. Cake Trust FBO Patricia Wick (the "Cake Trust"). The Cake Trust holds an undivided one-half ownership interest as a tenant-in-common in the shopping center commonly known as "Ocean West

Plaza" and located at 3901 Pacific Coast Highway in the city of Torrance, county of Los Angeles, state of California (the "Shopping Center").

2. Dan Wick, Patricia Wick, and Tammy Wick Reyes are the duly appointed co-trustees of the Wick Family Trust, established under a Declaration of Trust dated February 13, 2007, as subsequently amended (the "Wick Trust"). The Wick Trust holds an undivided one-half ownership interest as a tenant-in-common in the Shopping Center.

3. The Cake Trust and the Wick are hereinafter sometimes collectively referred to as the "Plaintiffs."

4. Plaintiffs are informed and believe, and on that basis allege, that defendant Hrage Nahbedian ("Nahbedian") is an individual who is conducting business under the fictitious business name "Deli Roma."

5. Plaintiffs are unaware of the true names and capacities of defendants Does 1 through 20, and therefore sue such defendants by such fictitious names pursuant to Section 474 of the California Code of Civil Procedure. Plaintiffs will seek leave of Court to amend this complaint when the true names and capacities of such defendants have been determined.

6. Plaintiffs are informed and believe, and on that basis allege, that, at all relevant times, each of the defendants, including the defendants served as Does 1 through 20, was the agent or employee of each of the remaining defendants, and in doing the things alleged in this Complaint, was acting within the scope of such agency or employment. Plaintiffs are further informed and believe, and on that basis allege, that each of the defendants, including the defendants served as Does 1 through 20, claims some type of possessory interest in and to some portion of the Shopping Center.

7. Nahbedian and Does 1 through 20 are hereinafter sometimes collectively referred to as "Defendants."

8. On or about December 18, 1985, Plaintiffs, as landlord, and Nahbedian, as tenant, entered into an initial lease agreement for Suite A in the Shopping Center (the "Premises"). Plaintiffs and Nahbedian subsequently entered into replacement lease agreements on or about January 23, 1987, February 27, 1992, and May 2, 1997. On or about April 17, 2002, Plaintiffs and Nahbedian entered into the current lease agreement for the Premises. A true and correct copy of such current lease agreement is attached to this Complaint as Exhibit A and is incorporated by this reference. Such current lease agreement was subsequently amended by a lease renewal agreement dated March 28, 2007. A true and correct copy of such lease renewal agreement is attached to this Complaint as Exhibit B and is incorporated by this reference. Such current lease agreement, as subsequently amended by such lease renewal agreement, is hereinafter referred to as the "Lease."

9. Nahbedian entered into possession of the Premises on or about February 1, 1986, under the terms and conditions of the initial lease agreement, and Nahbedian continues to occupy the Premises under the terms and conditions of the Lease. Plaintiff is informed and believes that Does 1 through 20 entered into possession of the Premises with the knowledge and permission of Nahbedian, and continue to occupy the Premises.

10. Plaintiffs have performed all of their obligations under the Lease.

11. Section 12 of the Lease provides: "Lessee agrees not to make any additions to or changes or improvements in the demised premises or any part thereof without the consent of lessor first obtained in writing, except those changes, additions and improvements, if any, which lessee is required to make by the provisions of this lease."

12. Defendants have breached Section 12 of the Lease in the following respects:

(a) Defendants have constructed, on the common area of the Shopping Center adjacent to the Premises, a structural addition to the Premises consisting of a 156.9 square-foot room designed for the storage of restaurant equipment and supplies (the "Storage Room"). Such addition, which has sometimes been referred to as a "shed" although it is a fully enclosed room, was constructed without the prior written consent of Plaintiffs.

(b) Defendants have enclosed a portion of the common area of the Shopping Center adjacent to the Premises to create an outdoor dining patio (the "Patio"). Such enclosure was accomplished by constructing a wrought iron fence and wooden gate, planting vines, and installing outdoor lights and heat lamps. Such construction, planting, and installation were accomplished without the prior written consent of Plaintiffs.

(c) Defendants have constructed, on the common area of the Shopping Center adjacent to the Premises, a structural addition to the Premises consisting of a 93.7 square-foot room featuring a service window open to the outdoor dining patio, designed to facilitate the dispensing and service of beverages, both alcoholic and non-alcoholic, to restaurant patrons seated on the patio (the "Bar"). Such addition was constructed without the prior written consent of Plaintiffs.

(d) Defendants have constructed a 264 square-foot second-story attic or loft above the kitchen within the Premises (the "Storage Loft"). The Storage Loft is designed as a storage area for food and supplies, and is accessed from the kitchen by means of a "drop down" ladder. Such attic or loft was constructed without the prior written consent of Plaintiffs.

13. Section 8 of the Lease provides: "Lessee agrees not to use or suffer or permit to be used said premises or any part thereof for any purpose or use in violation of any laws or ordinances, or of the regulations of any governmental authority." Section 8 of the Lease further provides: "Lessee agrees, at

his own cost and expense, to conform in every respect to all laws, statutes, ordinances and regulations now in force or that may be enacted hereafter, affecting the use or occupancy of the demised premises."

14. Defendants have breached Section 8 of the Lease in the following respects:

(a) Defendants constructed the Storage Room without obtaining the required permits and inspections from the city of Torrance. Thus, Defendants' construction of the Storage Room violated municipal and state law. Defendants' use of the Storage Room also violates municipal and state law.

(b) Defendants enclosed the Patio, and installed landscaping, lighting, and heat lamps, without obtaining the required permits and inspections from the city of Torrance. Thus, Defendants' creation of the Patio violated municipal and state law. Defendants' use of the Patio, including Defendant's use of the Patio for outdoor dining and service of alcoholic beverages, also violates municipal and state law.

(c) Defendants constructed the Bar without obtaining the required permits and inspections from the city of Torrance. Thus, Defendants' construction of the Bar violated municipal and state law. Defendants' use of the Bar, including Defendant's use of the Bar for dispensing alcoholic beverages, also violates municipal and state law.

(d) Defendants constructed the Storage Loft without obtaining the required permits and inspections from the city of Torrance. Thus, Defendants' construction of the Storage Loft violated municipal and state law. Defendants' use of the Storage Loft also violates municipal and state law.

15. On November 18, 2011, Plaintiffs caused a written notice (the "Thirty Day Notice") to be personally served upon Nahbedian. The Thirty Day Notice demanded that Defendants cure the breaches described in Paragraphs 12 and 14 or deliver possession of the Premises to Plaintiffs within thirty days after service of the Thirty Day Notice. The Thirty Day Notice also gave notice of Plaintiffs' election to

declare a forfeiture of the Lease. True and correct copies of the Thirty Day Notice and of the declaration of service of the Thirty Day Notice are attached to this Complaint as Exhibits C and D, respectively, and are incorporated by this reference.

16. The period stated in the Thirty Day Notice expired on Monday, December 19, 2011. Defendants failed to cure the breaches or to deliver up possession of the Premises within such period. Plaintiff is entitled to immediate possession of the Premises.

17. Defendants continue in possession of the Premises without Plaintiffs' permission or consent and contrary to the terms of the Lease. Defendants' continued possession is malicious, entitling Plaintiffs to statutory damages in that Defendants have willfully, intentionally, deliberately, and obstinately withheld possession of the Premises against Plaintiffs' will, knowing that such continued possession is without legal right or justification.

18. Paragraph 32 of the Lease provides that in the event of any action at law or in equity to enforce any of the provisions of the Lease, the party prevailing in such action shall be entitled to recover reasonable attorneys' fees and costs.

19. Plaintiffs have been compelled to commence this litigation for recovery of possession of the Premises and have retained the law firm of Greenberg, Whitcombe & Takeuchi, LLP as their attorneys.

WHEREFORE, Plaintiffs pray for judgment as follows:

1. For immediate possession and restitution of the Premises;

2. For a declaration of forfeiture of the Lease;

3. In the event that Defendants cease to pay the rent required by the Lease after the service of this Complaint, for damages at the rate of $65.67 per day, according to proof at trial, for each day Defendants continue in possession of the Premises after January 31, 2011;

4. For statutory damages of $600.00 pursuant to Code of Civil Procedure § 1174(b);

5. For attorneys' fees and costs of suit incurred herein; and

6. For such other and further relief as the Court may deem just and proper.

Dated: January 27, 2012

GREENBERG, WHITCOMBE & TAKEUCHI, LLP

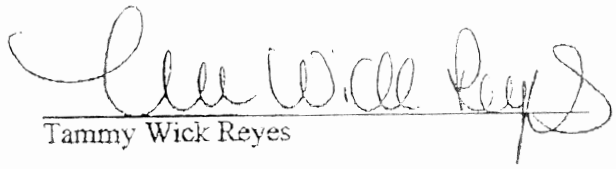
By: _____
John D. Whitcombe
Attorneys for Plaintiffs

VERIFICATION

I am a Co-Trustee of the Cake Trust and a Co-Trustee of the Wick Trust, which are the plaintiffs in this action.

I have read the forgoing Complaint for Unlawful Detainer and know its contents. The same is true to my own knowledge, except as to those matters which are alleged on information and belief, and as to those matters I believe it to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this verification was executed on January 27, 2012, at Torrance, California.



Tammy Wick Reyes

Business Property Lease

THIS LEASE, executed in duplicate Torrance, California,

April 17, 2002 by and between

Ocean West Plaza of

21188 Hawthorne Blvd. Torrance, Ca. 90503 as lessor, and

Hrage Nahabedian of

DBA. Deli Roma as lessee;

WITNESS: That lessor hereby leases to lessee, and lessee hereby hires and takes of and from lessor, those certain premises in the city of Torrance, county of Los Angeles, state of California, more particularly described as follows:

3901 Pacific Coast Hwy. #A
Torrance, Ca. 90505
1210 Sq. Ft.

upon the covenants, conditions and agreements hereinafter set forth, to-wit:

1. The term of this lease shall be Five years commencing on the 1st day of May 2002 and ending of the 30th day of April, 2007 unless sooner terminated as hereinafter provided.

2. Said premises shall be used only for the purpose of Deli and take-out International and for no other purpose without the written consent of lessor.

3. Lessor covenants and agrees to pay to lessor as rent for said premises during the full term of this lease, and in addition to all other rent herein provided for, the total sum of One hundred three thousand and eighty. Dollars ($103,080.00), payable in advance as follows, to-wit:

May 1, 2002 thru April 30, 2004 rent is $1695.00 per month.
May 1, 2004 thru April 30, 2006 rent is $1725.00 per month.
May 1, 2006 thru April 30, 2007 rent is $1750.00 per month.

All rentals hereunder shall be paid to lessor by lessee monthly in advance on or before the 1st day of each and every calendar month during the term hereof, except that the sum of $1125.00 being the rent for the first, last months rent from prior lease in said, shall be paid upon the execution hereof, receipt whereof is hereby acknowledged by lessor.

Payments to be made by lessee to lessor hereunder shall be payable in lawful money of the United States. All rental shall be payable to lessor at lessor's office or at such other place in said City of Torrance as lessor may designate from time to time in writing. If any installment of rent or any other payment is not paid promptly when due, the same shall bear interest at the rate of ten per cent (10%) per annum from the date when it became due until paid, but this provision shall not be construed to relieve lessee from any default hereunder arising through the failure on the part of lessee to make any payment at the time and in the manner herein specified.

4. In addition to the rent hereinbefore reserved, lessee agrees to pay before delinquency all charges for water, gas heat, electricity, power and all other similar charges which may accrue with respect to the demised premises during the term of this lease, whether the same be charged assessed at flat rates, measured by separate meters or prorated.

5. As part of the consideration moving lessor to execute this lease, lessee has paid to lessor concurrently with execution of this lease the sum of N/A Dollars ($N/A), receipt of which is hereby acknowledged by lessor. If this lease be still in effect and if lessee be in possession of the demised premises and not in default hereunder on April 30, 2007 then lessor agrees that lessee will not be required to pay the rentals reserved herein for the balance of the term of this lease. If this lease be terminated prior to the expiration of the full term thereof as herein specified without fault on the part of lessee, in case such termination and surrender prior to 4-30-07, the sum of One thousand one hundred twenty five Dollars ($1125.00), or, in case of such termination and surrender on or subsequent to April 1, 2007, an amount equivalent to the rental hereunder for the unexpired portion of the term hereof at the date of such termination and surrender, calculated at a daily rate based on the regular monthly rate.

6. Where necessary herein, the term "lessor" or "lessee" shall apply to the plural, and all terms used in the singular, or in the masculine gender, shall apply to the plural or to the feminine or neuter gender. If "lessee" consists of more than one person, then the covenants, agreements and obligation of "lessee" shall be the joint and several covenants, agreements and obligations of such person.

7. Lessee acknowledges that he has thoroughly examined said premises and that no statements or representations as to the past, present or future condition of repair thereof or of any building of which the same are a part, not herein expressed, have been made by or in behalf of lessor. Lessee agrees, except as herein otherwise provided, to accept said premises in the condition in which the same may be upon the commencement of the term hereof, hereby waiving any claim or right on account thereof, and agrees that lessor, except as herein otherwise provided, shall not be called upon or required at any time to make any improvements, alterations, changes, additions, repairs [illegible] any nature whatsoever in or to said premises or any building of which the same are a part. Lessee expressly [illegible] lessor to make repairs at the cost of lessor

EXHIBIT A

any time within.....15..... .....days after the happening of such casualty may [illegible]nate this lease as of the date of the happening of such casualty. [illegible] of any termination as herein provided, le[illegible] shall forthwith surrender the demised premises to lessor, and upon such surr[illegible]er lessor shall refund to lessee any unearne[illegible]ent paid by lessee, calculated at a daily rate based on the regular monthly rate. In the event of any damage or destruction as aforesaid, and if this lease be not terminated by the lessor as herein provided, lessor shall proceed with reasonable diligence to restore the demised premises to substantially the condition in which they were immediately prior to the happening of the casualty, with such change as may be required by or under any laws, ordinances or regulations then in effect, and if, in such event, such damage or destruction shall have occurred after the commencement of the term hereof, lessee shall be entitled to a reasonable suspension or diminution of the rental hereunder during the time required for restoration and repair, according to the portion of the demised premises rendered untenantable, taking into consideration the time and extent of interference with the usual conduct of lessee's business therein. It is agreed that unless the parties to this lease can and do agree forthwith upon the extent and amount of the damage and the time required for repairs and restoration, or as to whether said building can be repaired and restored in accordance with the laws, ordinances, regulations and requirements then in effect applicable to buildings of the same class, lessor shall promptly designate a certified architect of the city of Los Angeles, who shall determine such matters, and the determination of such architect shall be final and binding upon the parties to this lease; provided, always, however, that the architect so appointed must be responsible, experienced and, as regards both lessor and lessee, disinterested. In no event shall lessor be liable to lessee for any damages resulting to lessee from the happening of any such fire or other casualty, or from the repair or reconstruction of said premises, or from the termination of this lease, as herein provided, nor shall lessee be released thereby or in any such event from any of his obligations hereunder, except to the extent and upon the conditions expressly stated in this paragraph.

16. If, during the term hereof, any additions, alteration or improvements to or of the demised premises (as distinguished from ordinary repairs and maintenance) are required by any legal or governmental authority or by the laws, ordinances or regulations of any governmental authority, whether adopted heretofore or hereafter, the same shall be made and paid for by lessee.

17. At all times during the term hereof lessee shall allow lessor free access to the demised premises and each and every part thereof for the purpose of inspecting the same, and/or for the purpose of making such repairs, changes, alterations, additions or improvements in or to said premises or said building, as lessor may see fit to make, and/or for the purpose of serving or posting and keeping posted thereon notices provided by Section 1192 of the Civil Procedure of the state of California or by any other law of said state or which lessor may deem to be for the protection of lessor and/or said property; and for the purpose of making alterations, changes, repairs, additions or improvements as aforesaid, lessor may erect scaffolding and other necessary or proper structures. No exercise by lessor of any rights herein reserved shall entitle lessee to damages for any injury or inconvenience occasioned thereby nor shall lessee by reason thereof be entitled to any abatement in rent, but any such work shall be done in such manner as to cause lessee the least inconvenience practicable.

18. No signs or other advertising matter shall be placed, installed or maintained in or about the demised premises without the written consent of the lessor and lessor may remove any signs which are maintained without his consent.

The installation and maintenance of any signs or other advertising matter shall at all times be in strict compliance with any and laws, ordinances and regulations then in effect and applicable thereto. Upon the termination of this lease lessee, at the option of lessor, but at the cost and expense of lessee, shall forthwith remove any and all such signs and other advertising matter, and shall remove the same in a manner satisfactory to lessor. Lessor hereby expressly reserves the right to use the roof and exterior walls of said building for his sole use and benefit, for advertising and/or other purposes, and lessee shall be entitled to no rights thereon or thereto without the written consent of lessor first had and obtained.

19. Lessee expressly agrees to pay promptly for any and all labor done or materials furnished for any work of repair, maintenance, improvement, alteration or addition done by lessee in connection with said premises, and agrees to keep and hold said premises and lessor free, clear and harmless of and from any mechanic's liens or liens of a similar nature that might or could arise by reason of any such work.

20. If at any time during the hereof lessee fails, refuses or neglects to do any of the things to be done by lessee as herein provided, then lessor shall have the right but not the obligation to do the same, but at the cost and on the account of lessee, and, in the event, the amount of any money expended or obligations incurred by lessor together with interest thereon at the rate of ten per be added to the next rental payment coming due hereunder and shall be payable as rent.

21. In event of default at any time by lessee in the payment of the rent herein provided for, or in the performance of any other of his agreements herein contained, or if lessee vacate or abandon the demised premises, then in any or either of such events it shall be lawful for lessor after.....Three (3).....days notice in writing to lessee of said default to declare said demised term ended and to re-enter the premises or any part thereof either with or without process of law, lessee hereby waiving notice of any kind or any demand for possession of the demised premises, or for payment or rent; or lessor, at his option, and without declaring the lease ended may re-enter the premises and occupy or lease the whole or any part thereof for and on account of lessee and on such terms and conditions and for such rent as lessor may deem proper, and may collect said rent or any other rent that may thereafter become payable and apply the same towards the amount due or thereafter to become due from lessee and on account of the expenses of such subletting and any and all other damages sustained by lessor. Should such rental be less than that herein agreed to be paid by lessee, lessee agrees to pay such deficiency to lessor, in advance, on the day of each month hereinbefore specified for payment of rental; and to pay to lessor, forthwith upon any such reletting, the cost and expenses lessor may incur by reason thereof. Lessor may execute any such lease either in his own name or in the name of lessee, as lessor may see fit, and the subtenant therein named shall be under no obligation whatsoever to see to the application by the lessor of any rent collected by lessor from such subtenant, nor shall lessee have any right or authority whatever to collect any rent whatever from such subtenant. Lessor shall not be deemed to have terminated this lease, or the liability of lessee to pay the rent thereafter to accrue, or his liability for damages, by any such re-entry or by any action in unlawful detainer or otherwise, unless lessor notify lessee in writing that he has elected to terminate this lease; and lessee further covenants that the service by lessor of any notice pursuant to the unlawful detainer statutes of the state of California and the surrender of possession by lessee pursuant to such notice shall not (unless lessor elect to the contrary at the time of or at any time subsequent to the service of such notice) be deemed to be a termination of this lease. Nothing herein contained shall be construed as obligating lessor to sublease the whole or any part of the demised premises. In the event of any entry and taking possession of the demised premises as aforesaid, lessor shall have the right but not the obligation to remove therefrom all or any personal property located therein and may place the same in storage at a public warehouse at the expense and risk of the owner or owners thereof.

22. Lessee agrees not to permit said premises to remain vacant or unoccupied for more than 15 consecutive days, except during and for the purpose of the making such repairs or restoration as may become necessary under the provisions hereof.

23. Lessor reserves the right for himself or his agent at reasonable times, to show the demised premises to prospective tenants or purchasers and, during the last sixty days of lessee's tenancy to place and maintain in or upon said premises in one or more conspicuous places, "For Rent," "For Lease" and/or "For Sale" signs.

24. It is agreed that each and all of lessee's covenants and agreements herein contained are conditions, that the time of the performance of each is of the essence of this agreement and that the strict performance of each shall be a condition precedent to the right of lessee to remain in possession of the premises or to have this lease continue in effect.

25. The various rights, options, elections, powers and remedies of lessor contained in this lease shall be construed as cumulative, and no one of them as exclusive of any of the others, or of any right or priority allowed by law. No waiver of any breach of any term or condition of this lease shall be construed to be a waiver of any preceding or succeeding breach of the same or any other term or condition.

26. All notices or demands of any kind which lessor may be required or may desire to serve on lessee under the terms of this lease may be served upon lessee (as an alternative to personal service upon lessee) by leaving a copy of such demand or notice addressed to lessee at the demised premises or by mailing a copy thereof by registered mail at Los Angeles, California, addressed to lessee at demised premises, Los Angeles, California. Service shall be deemed complete at the time of leaving the notice or within two days after mailing the same. If "lessee" consist of more than one person, personal service of any notice or demand of any kind by lessor upon any one of said persons shall be deemed to be and shall be complete service upon all of said persons.

27. The language in all parts of this lease shall be in all cases construed simply according to its fair meaning and not

to lessee or any other pers[illegible] r o[illegible] count of any injury or damage occasioned [illegible] t said premises to person or property of any nature or sort wh[illegible] ver wheresoever arising, or for or on account [illegible] ry or damage to persons or property that may result by reason of any present or latent defect, structural or otherwise, in the construction or condition or present or present or future lack of repair of said premises or said building or the wiring, equipment or apparatus therein or thereof, or by or from plumbing, gas, water, steam or other pipes or sewerage, or by or from the use, misuse or disuse of said building or any part thereof or of any equipment therein or apparatus thereof by any other tenant or occupant thereof or by or from any act, omission or neglect of any such other tenant or occupant or by or from acts of owners or occupants of adjoining or contiguous properties, or in any manner whatsoever growing out of the past, present or future condition or use of the demised premises or said building or any part thereof. Lessee covenants and agrees to indemnify and hold harmless lessor from and on account of any and all loss, damage, claim of damage, liability or expense arising out of resulting from any of the matters or things hereinbefore specified, and from and against any and all damage or liability arising from any injury or claim of injury of any nature whatsoever to either persons or property upon said premises, during the term hereof, or arising from any accident or any other occurrence causing injury to any person or property whomsoever or whatsoever and due directly or indirectly to the use, misuse or disuse by lessee or by any person or persons holding under or using the same by license of lessee, or to the condition of the demised premises or any part thereof or any appurtenances or equipment thereof or therein, or arising out of any failure of lessee in any respect to comply with any of the requirements or provisions of this lease.

8. Lessee expressly covenants and agrees to use the demised premises in the manner specified in this lease and for the purposes aforesaid, and not to use or suffer or permit to be used said premises or any part thereof in any other manner or for any other purpose without first obtaining the written consent of the lessor. Lessee agrees not to use or suffer or permit to be used said premises or any part thereof for any purpose or use in violation of any laws or ordinances, or of the regulations of any governmental authority, or in any manner that will constitute a nuisance or an unreasonable annoyance to the owners or occupants of adjoining or neighboring property, or to other tenants or occupants of said building, or that will injure the reputation of said building, or for any extra hazardous purpose or in any manner that will violate any policy or policies of insurance, or suspend, avoid, make inoperative or increase the rate of any fire, fire rent or other insurance at any time carried on said building on any of the contents thereof; and lessee further agrees not to permit any auction to be conducted in the demised premises, and not to keep or permit to be kept therein any gasoline, distillate or other combustible petroleum product without first obtaining the written consent of lessor and all insurance companies carrying fire, fire rent or other insurance on said building. Lessee agrees, at his own cost and expense, to conform in every respect to all laws, statues, ordinances and regulations now in force or that may be enacted hereafter, affecting the use or occupancy of the demised premises and lessee expressly covenants and agrees to indemnify and save harmless lessor from any penalties, damage or charges imposed for any violation of any laws, ordinances or regulations whether occasioned by neglect, omission or willful act of lessee or any person in said premises holding or occupying the same or any part thereof under or by license of lessee. Lessee further covenants and agrees not to suffer or permit said premises or any part thereof to be used in any manner that will injure or impair the structural strength of said building, and not to suffer or permit to be installed in said demised premises any machinery or apparatus, the weight or vibration of which will tend to injure or impair the structural strength of said building.

9. Lessee expressly covenants and agrees that he will not sublet said premises or any part thereof, and that he will not transfer, assign, hypothecate or encumber this lease or any part thereof, or any right or interest therein, without first obtaining the written consent of lessor. It is agreed that a material part of the consideration moving lessor to execute this lease is the personal confidence reposed by lessor in lessee herein named, and no corporation or person other than said lessee shall have the right to occupy said premises or any part thereof by virtue of any transfer or assignment, or by virtue of any bankruptcy or insolvency or reorganization proceedings or by virtue of any receivership or by virtue of any other legal process, either under attachment, execution or otherwise or in any manner whatsoever growing out of any proceeding or suit in law or in equity. In the event of any such proceedings being had or taken by or against lessee or by or against his assigns or any of them, or against any interest of lessee or of any of his assigns or successors in interest in this lease or in the demised premises or in the contents thereof, or in the event of any proceedings by or against lessee and/or his assigns or any of them, under or pursuant to any provision of that certain Act of July 1, 1898, entitled, "An Act to establish a uniform system of bankruptcy throughout United States," or any Act amendatory thereof or supplemental thereto, and unless such proceedings are dismissed or such levies released within five days therefrom, lessor shall have the right at his option to terminate this lease immediately. No assignment whatsoever at any time of this lease or of any part thereof or any right or interest therein, whether voluntary or involuntary, or by bankruptcy or operation of law or otherwise, shall be effective or valid without the consent in writing of lessor first had and obtained, and then only upon condition that the assignee shall agree in writing, expressly for the use and benefit of lessor, to carry out, perform and observe each and all of lessee's agreements herein in writing, expressly for the use and benefit of lessor, to carry out perform and observe each and all lessee's agreements herein contained. In the event of an assignment by lessee or by any of his assigns or other successors in interest, neither lessee nor any of his successors in interest shall be released from any liability hereunder; and in the event of default by any such assignee or by any succeeding assignee, in the performance of any of the terms hereof, no notice of such default nor demand of any kind need be served or made on lessee or on any of his successors in interest or assigns to hold him or them liable to lessor. In the event this lease is assigned as aforesaid, lessor may consent to consent to subsequent assignments without notifying lessee or his successors in interest of such assignment, and without obtaining his or their consent thereto. Any assignment or sublease purported to be made otherwise than in strict accordance with the provisions of this lease shall be voidable at the option of lessor, and any attempt to make any such assignment or sublease by lessee or by lessee or by any of his successors in interest, shall be and be deemed a breach of the conditions of this lease. The granting of consent of by lessor to any assignment or sublease shall not be construed as a waiver of any of the conditions herein contained concerning or restricting subleases or assignments, or as authorizing any subsequent assignment or sublease without the written consent of lessor being first had and obtained. Any and all subleases made by the lessee pursuant to the provisions of this lease shall contain the same provisions as are contained in this lease as to restriction on the use of said premises.

10. Lessee expressly covenants and agrees at his own cost expense to keep the demised premises and each and every part thereof including the plumbing in good condition and repair at all times during the term hereof and to make promptly any and all repairs, renewals and replacements which may at any time be necessary or proper to put and keep the premises in as good condition as when received by lessee from lessor, reasonable wear and tear and damage by fire or other casualty excepted, and to replace immediately any and all glass which is now or hereafter installed in the demised premises, should the same or any part thereof be broken, with other glass of the same quality; and that he will keep the premises and all appurtenances thereto in a good, clean, safe and wholesome condition at all times during said term.

11. Lessee expressly covenants and agrees that upon the termination of this lease, whether by the expiration of time or otherwise, he will immediately surrender and deliver up the demised premises to lessor, his agents or attorneys, in as good condition as when received by lessee from lessor, reasonable wear and tear and damage by fire or other casualty excepted; and if lessee or any other person claiming for, through or under him shall hold the premises for any time after the same should have been surrendered under the provisions of this lease he or they shall be deemed guilty of unlawful detainer of said demised premises under the statutes of the state of California and shall be subject to eviction and removal with or without process of law.

12. Lessee agrees not to make any additions to or changes or improvements in the demised premises or any part thereof without the consent of lessor first obtained in writing, except those changes, additions and improvements, if any, which lessee is required to make by the provisions of this lease. Any alterations, additions or improvements which may be made in or to said premises shall be the property of lessor and shall remain and be surrendered with the premises upon the termination of this lease.

13. Should lessee at any time during the continuance in force of this lease be deprived of the demised premises or any part thereof or any right or interest by condemnation or like proceedings, this lease and each and all of the obligations of lessee shall nevertheless remain in full force and effect and lessee shall not be entitled to compensation or damages in any form from lessor by reason of being so deprived, however, that nothing herein contained shall be construed to deprive lessee of any right it may have in such event to claim compensation or damages of and from any and every person other than lessor.

14. Lessee shall have no claim against lessor for any damages, nor shall lessee be released from any of his obligations hereunder should his possession of said premises be disturbed or interfered with or affected in any manner whatsoever by reason of the passage or adoption of any law, ordinance, resolution or regulation of the City, County, County State or Federal government, or by reason of any act of any legal or governmental authority or of any municipal or other public officer, or in the event that at any time during the term of this lease, under any present or future statute of the State of California, any order of abatement, or any order or judgment preventing the use of the demised premises shall be made upon the ground that the demised premises or any part thereof constitute a nuisance or are used or have been used in violation of law.

15. Should the demised premises or any building of which the same are a part be damaged or destroyed in whole or in part by fire, earthquake or other sudden violent action of the elements or other casualty at any time during the terms of this lease or before the commencement of said term, so that the same cannot be repaired within 15 working days to substantially the condition in which it was immediately prior to the happening of such casualty, or if any such damage or destruction occurring during the last 60 of the term hereof cannot be repaired as aforesaid within 15 days after the happening of such casualty, may terminate this lease as of the date of the happening of such casualty. In the event of any damage or destruction, and if, by reason of any laws, ordinances or regulations then in effect, said building cannot be repaired or restored as a building of the same class, then and irrespective of the time within which said building can be repaired or restored, lessee or

28. Lessee may remo[illegible]m th[illegible]emised premises any trade fixtures installe[illegible]y lessee, and, upon the expiration of the term hereof or in case of any [illegible]mination of this lease, all such fixtures sha[illegible]e removed from the demised premises not later than the time when, under the provisions hereof, lessee is required to surrender possession of the demised premises to lessor. The removal of such trade fixtures shall be effected solely at the cost and expense of lessee, and in a manner satisfactory to lessor, and in such manner as will not injure or damage the demised premises or said building, and in case of any such injury or damage lessee covenants and agrees, at his own cost and expense, to repair the same immediately

29. If the lessor, for any reason whatsoever, cannot deliver possession of the said premises to the lessee at the commencement of the said term, as hereinbefore specified, this lease shall not be void or voidable, nor shall the lessor be liable to the lessee for any loss or damage resulting therefrom; but in the event there shall be a proportionate deduction of rent covering the period between the commencement of the said term and the time when the lessor can deliver possession, provided, however, that, at the option of lessee this lease may be cancelled and all moneys deposited hereon refunded to lessee if possession can not or is not given by.....N/A..... 19.....

30. Lessee enters into and accepts this lease and the leasehold interest and estate of lessee hereunder subject and subordinate to all mortgages and/or trust deeds which may now and/or hereafter exist or be executed upon or with respect to the real property or premises hereby demised and/or the real property on which said building is situated and/or the improvements at any time thereon and/or the reversionary estate hereunder, and as well any renewals or extensions of any such mortgages and/or trust deeds; and lessee covenants and agrees, upon demand therefor, to do any and all things and to execute, acknowledge and deliver any and all instruments that may be necessary, proper or convenient to subordinate this lease and the leasehold interest and estate of lessee hereunder to any such mortgage and/or trust deed and to the lien and provisions thereof.

31. Lessee agrees at all times during the term hereof to continue the operation of lessee's business on the premises, to carry in stock on the premises sufficient merchandise fully to stock the same, to maintain an adequate sales force on the premises, to keep the premises open for business during all of each and every business day, and to use the utmost skill and diligence in the conduct of lessee's business in the premises.

32. In the event of any action at law or in equity between lessor and lessee to enforce any of the provisions and/or rights hereunder, and lessor shall prevail in such action, lessee agrees to pay lessor a reasonable attorney's fee, which shall be taxed by the court as part of the costs of such action. Should lessor, without fault on his part, be a party to any litigation instituted by or against lessee, lessee covenants to pay to lessor all costs and expenses, including reasonable attorney's fees incurred by lessor in or in connection with such litigation.

33. Lessee hereby agrees to each and all of the terms and provisions of this lease, it being further agreed that this lease and each and all of the covenants and obligations hereof shall be binding upon and inure to the benefit of, as the case may require, the parties hereto and as well as their respective heirs, executors, administrators, successors and assigns, subject at all times nevertheless, to all agreements and restrictions herein contained with respect to assignment or other transfer of lessee's interest herein.

34. Real Property taxes: The "base tax year" hereinafter referred to means the tax fiscal year for which the demised premised are for the first time assessed for real property tax purposes as improved property. Tenant agrees to pay to Landlord within Ten (10) days after written demand, therefore, that amount by which the amount of the real property taxes exceed the amount of the real property taxes applicable to the demised premises for the "base tax year".

35. Liability Insurance: At all times during the term of this lease the Lessee shall maintain the general public liability insurance for the protection of Landlord and Tenant against claims for injury to or death of any person or persons arising out of or in connection with the use, disuse, misuse, and/or condition of the demised premises. Liability under such insurance shall be written for Three Hundred Thousand (300,000.00) Dollars for more than one claim, and One Hundred Thousand (100,000.00) Dollars for property damage. The policies for such insurance or an certificate under a blanket policy providing such insurance shall be delivered to and held by Landlord.

36. Lessee is to carry own plate glass insurance.

37. "Any holding over at the end of the lease shall create a month to month tenancy at a monthly rental of $ 1900.00 payable in advance. Any unexercised option shall be forfeited All other terms and conditions remain in full force and effect

38. Existing heating and air conditioning units and vents, if any, are the sole responsibility of lessee. It is lessee's responsibility to maintain any and all heating and air conditioning units.

39. Renewal Option: Lessor further agrees that at the expiration of the five (5) year term the lessee is to have the option to extend a lease for an additional five (5) years. The rental rate is to be negotiated. Such option to be exercised in writing ninety (90) days prior to such expiration. Rent increase is not to exceed 2% for year 1 and 2. Increase for year 3,4,5 not to exceed 3%.

Tricia Bouma

Tricia Bouma

Lessor.

Hrage Nahabedian

Hrage Nahabedian

Lessee.

BUSINESS PROPERTY LEASE
RENEWAL

This lease renewal, dated, for reference purposes March 28, 2007 is for that certain Business Lease, dated April 17, 2002 by and between Ocean West Plaza. (herein called Lessor) and Hrage Nahabedian (herein called Lessee), for the property located at 3901 Pacific Coast Highway # A, Torrance, Ca. 90505.

Said lease shall renew for a period of FIVE years commencing on May 1, 2007 and ending on April 30, 2012.

Base Rent shall be One Thousand Seven Hundred Eighty Five dollars, ($1,785.00) per month commencing May 1, 2007. Said rent shall be increased by Two percent (2%) to One Thousand Eight Hundred Twenty & 70/100 dollars ($1,820.70) commencing May 1, 2008. Said rent shall be increased by Two percent (2%) to One Thousand Eight Hundred Fifty Seven & 11/100 dollars ($1,857.11) on May 1, 2009. Said rent shall be increased by Three percent (3%) to One Thousand Nine Hundred Twelve & 83/100 dollars ($1,912.83) on May 1, 2010. Said rent shall be increased by Three percent (3%) to One Thousand Nine Hundred Seventy & 21/100 dollars ($1,970.21) on May 1, 2011.

Lessor hereby grants Lessee the right to a NEW Standard Triple Net Lease of Lessor's choice for Five (5) years at the conclusion of the above renewal period. Said New Standard Triple Net Lease shall be at Market Rent.

For this renewal all other terms and conditions shall remain as set forth in the above referenced original lease.

Lessee: Hrage Nahbedian

dba Deli Roma

Lessor: Ocean West Plaza

By Mike Jones Agent for Owners

EXHIBIT B

NOTICE OF
LESSEE'S BREACH OF LEASE,
COMMENCEMENT OF PERIOD TO CURE DEFAULTS,
AND LESSOR'S INTENTION TO TERMINATE LEASE
AND TAKE APPROPRIATE LEGAL ACTION

To: Hrage Nahabedian, individually and doing business as Deli Roma
3901 Pacific Coast Highway, Suite A
Torrance, California 90505

YOU ARE HEREBY NOTIFIED THAT:

YOU ARE IN BREACH OF THE BUSINESS PROPERTY LEASE DATED APRIL 17, 2002, AS AMENDED BY A LEASE RENEWAL DATED MARCH 28, 2007 (THE "LEASE"), BY WHICH YOU HOLD POSSESSION OF THE PREMISES LOCATED AT 3901 PACIFIC COAST HIGHWAY, SUITE A, TORRANCE, CALIFORNIA (THE "PREMISES"), BY VIRTUE OF THE FOLLOWING VIOLATIONS OF THE LEASE (THE "DEFAULTS"):

(1) Construction and use of a shed-like structure on the common area adjacent to the Premises in violation of the following provisions of the Lease:

(a) Section 12, which provides: "Lessee agrees not to make any additions to or changes or improvements in the demised premises or any part thereof without the consent of lessor first obtained in writing, except those changes, additions and improvements, if any, which lessee is required to make by the provisions of this lease."

(b) Section 8, which provides: "Lessee agrees not to use or suffer or permit to be used said premises or any part thereof for any purpose or use in violation of any laws or ordinances, or of the regulations of any governmental authority."

(c) Section 8, which provides: "Lessee agrees, at his own cost and expense, to conform in every respect to all laws, statutes, ordinances and regulations now in force or that may be enacted hereafter, affecting the use or occupancy of the demised premises."

EXHIBIT C

(2) Construction and use of a structural addition containing a bar on the common area adjacent to the Premises in violation of the following provisions of the Lease:

(a) Section 12, which provides: "Lessee agrees not to make any additions to or changes or improvements in the demised premises or any part thereof without the consent of lessor first obtained in writing, except those changes, additions and improvements, if any, which lessee is required to make by the provisions of this lease."

(b) Section 8, which provides: "Lessee agrees not to use or suffer or permit to be used said premises or any part thereof for any purpose or use in violation of any laws or ordinances, or of the regulations of any governmental authority."

(c) Section 8, which provides: "Lessee agrees, at his own cost and expense, to conform in every respect to all laws, statutes, ordinances and regulations now in force or that may be enacted hereafter, affecting the use or occupancy of the demised premises."

(3) Construction and use of a second story attic space within the Premises in violation of the following provisions of the Lease:

(a) Section 12, which provides: "Lessee agrees not to make any additions to or changes or improvements in the demised premises or any part thereof without the consent of lessor first obtained in writing, except those changes, additions and improvements, if any, which lessee is required to make by the provisions of this lease."

(b) Section 8, which provides: "Lessee agrees not to use or suffer or permit to be used said premises or any part thereof for any purpose or use in violation of any laws or ordinances, or of the regulations of any governmental authority."

(c) Section 8, which provides: "Lessee agrees, at his own cost and expense, to conform in every respect to all laws, statutes, ordinances and regulations now in force or that may be enacted hereafter, affecting the use or occupancy of the demised premises."

(4) Enclosure, landscaping, and use of an outdoor dining patio on the common area adjacent to the Premises in violation of the following provisions of the Lease:

(a) Section 12, which provides: "Lessee agrees not to make any additions to or changes or improvements in the demised premises or any part thereof without the consent of lessor first obtained in writing, except those changes, additions and improvements, if any, which lessee is required to make by the provisions of this lease."

(b) Section 8, which provides: "Lessee agrees not to use or suffer or permit to be used said premises or any part thereof for any purpose or use in violation of any laws or ordinances, or of the regulations of any governmental authority."

(c) Section 8, which provides: "Lessee agrees, at his own cost and expense, to conform in every respect to all laws, statutes, ordinances and regulations now in force or that may be enacted hereafter, affecting the use or occupancy of the demised premises."

PURSUANT TO SECTION 21 OF THE LEASE, YOU ARE REQUIRED TO REMEDY THE FOREGOING DEFAULTS WITHIN THIRTY (30) DAYS OF YOUR RECEIPT OF THIS NOTICE AND THEREAFTER SUBMIT TO AN INSPECTION OF THE PREMISES BY LESSOR FOR THE PURPOSE OF CONFIRMING THAT ALL DEFAULTS HAVE BEEN REMEDIED.

IF YOU FAIL TO REMEDY THE FOREGOING DEFAULTS WITHIN THIRTY (30) DAYS OF YOUR RECEIPT OF THIS NOTICE, LESSOR HEREBY DECLARES THE LEASE TO BE TERMINATED EFFECTIVE AS OF THE EXPIRATION OF SUCH THIRTY (30) DAY PERIOD, IN ACCORDANCE WITH SECTION 21 OF THE LEASE. IF YOU FAIL TO DELIVER POSSESSION OF THE PREMISES TO LESSOR UPON SUCH TERMINATION, LESSOR SHALL TAKE APPROPRIATE LEGAL ACTION TO HAVE YOU REMOVED FROM THE PREMISES.

Dated: November 18, 2011

GREENBERG, WHITCOMBE & TAKEUCHI, LLP

By: _____

John D. Whitcombe

Attorneys for Tami Wick Reyes as Trustee of the Charles N. Cake Trust FBO Patricia Wick, and Tami Wick Reyes as Trustee of the Wick Family Trust, Lessor

Attorney or Party Without Attorney (Name and Address)	Telephone No.	FOR COURT USE ONLY
MICHAEL J. GIBSON GREENBERG,WHITCOMBE & TAKEUCHI L.L.P. 21515 HAWTHORNE BLVD SUITE 450 TORRANCE CA 90503 Attorney For (Name): PLAINTIFF	310/540-2000 Ref. No. or File No. W59148/WICK	
Insert name of court and name of judicial district and branch court, if any.		
Short Title of Case: WICK		

Invoice No.:	Date:	Time:	Dep./Div.:	Case Number:
509698				

PROOF OF SERVICE

1. AT THE TIME OF SERVICE I WAS AT LEAST 18 YEARS OF AGE AND NOT A PARTY TO THIS ACTION, AND I SERVED COPIES OF THE:

   NOTICE OF LESSEE'S BREACH OF LEASE, ETC.

2. a. PARTY SERVED: HRAGE NAHABEDIAN

   b. PERSON SERVED: HRAGE NAHABEDIAN

   c. ADDRESS: 3901 PACIFIC COAST HIGHWAY, SUITE A TORRANCE CA 90505

   I SERVED THE PARTY NAMED IN ITEM 2
   a. BY PERSONALLY DELIVERING THE COPIES
   ON: 11/18/11
   AT: 01:57 PM

4. PERSON SERVING:KIM UY FEE FOR SERVICE:$68.50

SIGNAL ATTORNEY SERVICE, INC.
P.O. Box 91985
Long Beach CA 90809
(562)595-1337 FAX(562)595-6294

d. Registered California process server
(1) [x] Employee or [ ] Independant Contractor
(2) Registration No. 6485
(3) County: LOS ANGELES
(4) Expiration: 02/11/12

I declare under penalty of perjury, under the laws of the State of California,and of the United States of America that the foregoing is true and correct

DATE: 11/22/11

SIGNATURE

EXHIBIT D

AGENDA ITEM NO. 12A

TO: Members of the Planning Commission

FROM: Development Review Division

DATE: May 4, 2011

SUBJECT: CUP10-00007: Chicken Maison (Patricia Wick)

LOCATION: 3901 Pacific Coast Highway, Suite D

A public hearing to consider an application for a Conditional Use Permit filed by Chicken Maison (Patricia Wick) to allow the expansion of an existing restaurant, in conjunction with the approval of an on-site beer and wine license on property located in the C-2 Zone at 3901 Pacific Coast Highway, Suite D was conducted at the Planning Commission Meeting on April 20, 2011. At such meeting, a motion for denial of CUP10-00007 passed by a unanimous vote. Resolutions for denial of this project were not prepared for the Planning Commission's consideration since staff had recommended approval of this project. A resolution of denial without prejudice has been provided for the Planning Commission's consideration.

Prepared by,

Oscar Graham
Planning Assistant

Respectfully submitted,

Gregg D. Lodan, AICP
Planning Manager

ATTACHMENTS:
1. Revised Resolution

PLANNING COMMISSION RESOLUTION NO. 10-032

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF TORRANCE, CALIFORNIA, DENYING WITHOUT PREJUDICE A CONDITIONAL USE PERMIT AS PROVIDED FOR IN DIVISION 9, CHAPTER 5, ARTICLE 1 OF THE TORRANCE MUNICIPAL CODE TO ALLOW THE EXPANSION OF AN EXISTING RESTAURANT, IN CONJUNCTION WITH THE APPROVAL OF A BEER AND WINE LICENSE ON PROPERTY LOCATED IN AN EXISTING SHOPPING CENTER IN THE C-2 ZONE AT 3901 PACIFIC COAST HIGHWAY, SUITE D

CUP10-00007: Chicken Maison (Patricia Wick)

WHEREAS, the Planning Commission of the City of Torrance conducted a public hearing on April 20, 2011 to consider an application for a Conditional Use Permit filed by Chicken Maison (Patricia Wick) to allow the expansion of an existing restaurant, in conjunction with the approval of an on-site beer and wine license on property located in the C-2 Zone at 3901 Pacific Coast Highway, Suite D; and

WHEREAS, the Planning Commission of the City of Torrance DENIED THE PROJECT WITHOUT PREJUDICE; and

WHEREAS, due and legal publication of notice was given to owners of property in the vicinity thereof and due and legal hearings have been held, all in accordance with the provisions of Division 9, Chapter 5, Article 2 of the Torrance Municipal Code; and

WHEREAS, Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances are Categorically Exempted by the Guidelines for Implementation of the California Environmental Quality Act Section 15301; and

WHEREAS, the Planning Commission of the City of Torrance does hereby finds and determines as follows:

a) That property for which this Conditional Use Permit is denied is located at 3901 Pacific Coast Highway, Suite D;

b) That the property for which this Conditional Use Permit is denied is described as Parcel Map as per Lot Com E and Tract Meadow Park;

c) That the expanded restaurant operation will impair the integrity and character of the zoning district as it will increase vehicular traffic in the area;

d) That the subject site is not physically suitable for the type of land use being proposed because the shopping center in which the restaurant locates is currently limited in the number parking stalls;

e) That there are not adequate provisions for public access to serve the proposed use because of the potential issues with the proposed one-way circulation and access on Ocean Avenue;

f) That the proposed location, size, design, and operating characteristics of the expanded restaurant will be detrimental to the public interest, health, safety, convenience or welfare, or to the property of person located in the area;

WHEREAS, the Planning Commission by the following roll call votes DENIED WITHOUT PREJUDICE CUP10-00007:

AYES: CHAIRPERSON HORWICH, POLCARI, RIZZO, SKOLL, WEIDEMAN.
NOES:
ABSENT: GIBSON, UCHIMA
ABSTAIN:

1. **NOW, THEREFORE, BE IT RESOLVED** that CUP10-00007, filed by Chicken Maison (Patricia Wick) to allow the expansion of an existing restaurant, in conjunction with the approval of an on-site beer and wine license, on property located in the C-2 Zone at 3901 Pacific Coast Highway suite D on file in the Planning Department of the City of Torrance, is hereby DENIED WITHOUT PREJUDICE.

Introduced, approved and adopted this 20th day of April 2011

Harvey Horwich
Chairman, Torrance Planning Commission

ATTEST:

Secretary, Torrance Planning Commission

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF TORRANCE)

I, GREGG LODAN, Secretary to the Planning Commission of the City of Torrance, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the Planning Commission of the City of Torrance at a regular meeting of said Commission held on the 20th day of April 2011, by the following roll call vote:

AYES: COMMISSIONERS: CHAIRPERSON HORWICH, POLCARI, RIZZO, SKOLL, WEIDEMAN.

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS: GIBSON, UCHIMA

ABSTAIN: COMMISSIONERS:

Secretary, Torrance Planning Commission

AGENDA ITEM NO. 11C

CASE TYPE AND NUMBER: Conditional Use Permit, CUP10-00007

NAME: Chicken Maison (Patricia Wick)

PURPOSE OF APPLICATION: Request for approval of Conditional Use Permit to allow the expansion of an existing restaurant, in conjunction with a request for a beer and wine license.

LOCATION: 3901 Pacific Coast Highway, Suite D

ZONING: C-2

ADJACENT ZONING AND LAND USE:

NORTH: C-2 Multiple Family Residential
SOUTH: C-2 Shopping Center
EAST: H-PCH (Hawthorne Boulevard Corridor Specific Plan/ Pacific Coast Highway District) Shopping Center
WEST: C-2 Shopping Center

GENERAL PLAN DESIGNATION: General Commercial

COMPLIANCE WITH GENERAL PLAN: Yes. The proposed request to expand the restaurant and service of beer and wine are consistent with the General Commercial Land Use Designation.

EXISTING IMPROVEMENTS AND / OR NATURAL FEATURES: The subject property is developed with a shopping center consisting of two detached commercial buildings, and a separate apartment building built in 1984.

ENVIRONMENTAL FINDINGS: Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances are Categorically Exempted by the Guidelines for Implementation of the California Environmental Quality Act Section 15301.

BACKGROUND AND ANALYSIS:
The applicant is requesting approval of Conditional Use Permit to allow the expansion of an existing restaurant, in conjunction with a request for a beer and wine license. This restaurant is located at a neighborhood shopping center known as Ocean West Plaza which is located at the northwest corner of the intersection of Pacific Coast Highway and Ocean Avenue. The center was built in 1984 and it contains a variety of food, service and retail uses. The shopping center is approximately 10,850 square feet in floor area and consists of two detached commercial buildings. The site also contains a two story apartment complex with semi-subterranean parking on Ocean Avenue. This residential building is entirely independent in terms of access and parking.

The subject restaurant is located in suite 'D' of this shopping center and it is currently licensed as a take-out only restaurant. The applicant would like to permit his existing dining area and expand it into an adjacent tenant space currently occupied by a shoe repair shop.

The existing restaurant has an area of 1,000 sf. and the proposed addition features 480 sf. in area; therefore, the expanded restaurant will have a total area of 1,480 sf. This restaurant operation would require a total of 15 parking spaces based on the sit-down restaurant ratio of 1 parking space for 100 sf of area. In order to increase the number of stalls available in the shopping center, the applicant is proposing to re-stripe the existing parking lot, and has developed a parking layout that is more efficient and makes use of compact parking spaces (10% of the total) as allowed by Code. According to plans submitted, the center will have a total of 59 parking spaces. The total parking requirement, including the expanded restaurant, would be 59 spaces; therefore, the site will comply with the parking requirement. Due to the new parking layout, vehicle circulation at northerly section of the parking lot (rear of the easterly building) will be converted to one-way only. A condition has been added by the Transportation Planning Division that the applicant shall install a "Do Not Enter / One Way" sign at the end of the one-way parking lane.

Upon completing a site visit, Staff noted that the applicant and the other restaurant in the center have arranged outdoor dining areas in the walkway adjacent to the restaurants and facing the parking lot. Staff has added a condition that these dining areas shall be removed as they obstruct handicap accessible circulation in the shopping center and forces these patrons into the parking lot. In addition, the shopping center currently does not have enough parking to support any additional dining areas beyond what is being requested through this application. As a part of the internal review process of development applications, Staff solicited comments from various City Departments, including the Police Department, regarding the proposed beer and wine license; but no objections were received.

This application also includes a request to have on-site service and consumption of beer and wine. The applicant states that the hours of operation would be 11:00 a.m. to 9:00 p.m. Monday to Saturday. The restaurant is closed on Sundays. Staff does not have any objections to this request; however, the applicant is advised that this approval in only valid in conjunction with the operation of a bona fide eating establishment, and if the restaurant ceases to serve food, continued sale of alcoholic beverages shall require Planning Commission approval.

Staff also notes that there are two existing trash enclosures on site, but they do not comply with City standards. Therefore, a condition has been added that the existing trash enclosures shall be provided with roll-up doors, and a decorative trellis cover with a solid liner under it to prevent wind blown litter, dumping, and rain water from infiltrating into the receptacle. The enclosure, doors and trellis shall be designed to match the design theme for the site. Staff is also adding a condition that any new roof equipment related to the restaurant expansion shall be screened from view with architecturally compatible materials to the satisfaction of the Community Development Department.

Staff notes that the existing landscaping on site could be enhanced and, to that effect, a condition has been added that the applicant shall prepare a Landscape Plan showing the improvements to be made to the satisfaction of the Community Development Director. The layout shall include landscape elements of high quality, and should embrace a cohesive landscape design theme throughout the property. The plan shall incorporate landscape elements of different heights, colors and textures in order to provide a more appealing design. Staff will review any concept plans presented and will work with the applicant in the

development of this plan. An approved landscape plan must be submitted to the Development Review Division prior to finalizing the tenant improvement permits.

Staff has received a letter from another tenant in the shopping center, Deli Roma, expressing concerns about the proposed expansion. They argue that the larger restaurant would take up a significant amount of parking in the center. They also note their concern with the proposed one-way traffic at the northerly portion of the parking lot based on potential safety and congestion issues. In this regard, Staff views the proposed one-way circulation as an improvement to the existing conditions, not only because it creates additional parking in the rear, but it also corrects a non-conforming condition of two-way traffic within an area that is not wide enough to support such type of circulation.

In the judgment of the Community Development Department, the proposed restaurant expansion in conjunction with a request to serve beer and wine will not adversely impact the orderly and harmonious development of the area. The proposed project will be compatible with the surrounding area because there is an extensive mix of commercial and retail uses in the subject shopping center and the use is permitted in the zoning designation and General Plan designation. The applicant is advised that a partial list of Code requirements has been included as an attachment to the staff report, and is not subject to modification by the Planning Commission.

PROJECT RECOMMENDATION: Approval of the Conditional Use Permit

FINDINGS OF FACT TO SUPPORT APPROVAL OF PROJECT:
Findings supporting approval of the project are set forth in the attached Planning Commission Resolution.

RECOMMENDED CONDITIONS IF THE PROJECT IS APPROVED:
The recommended conditions for this case are set forth in the attached resolution.

Prepared by,

Oscar Graham
Planning Assistant

Respectfully Submitted,

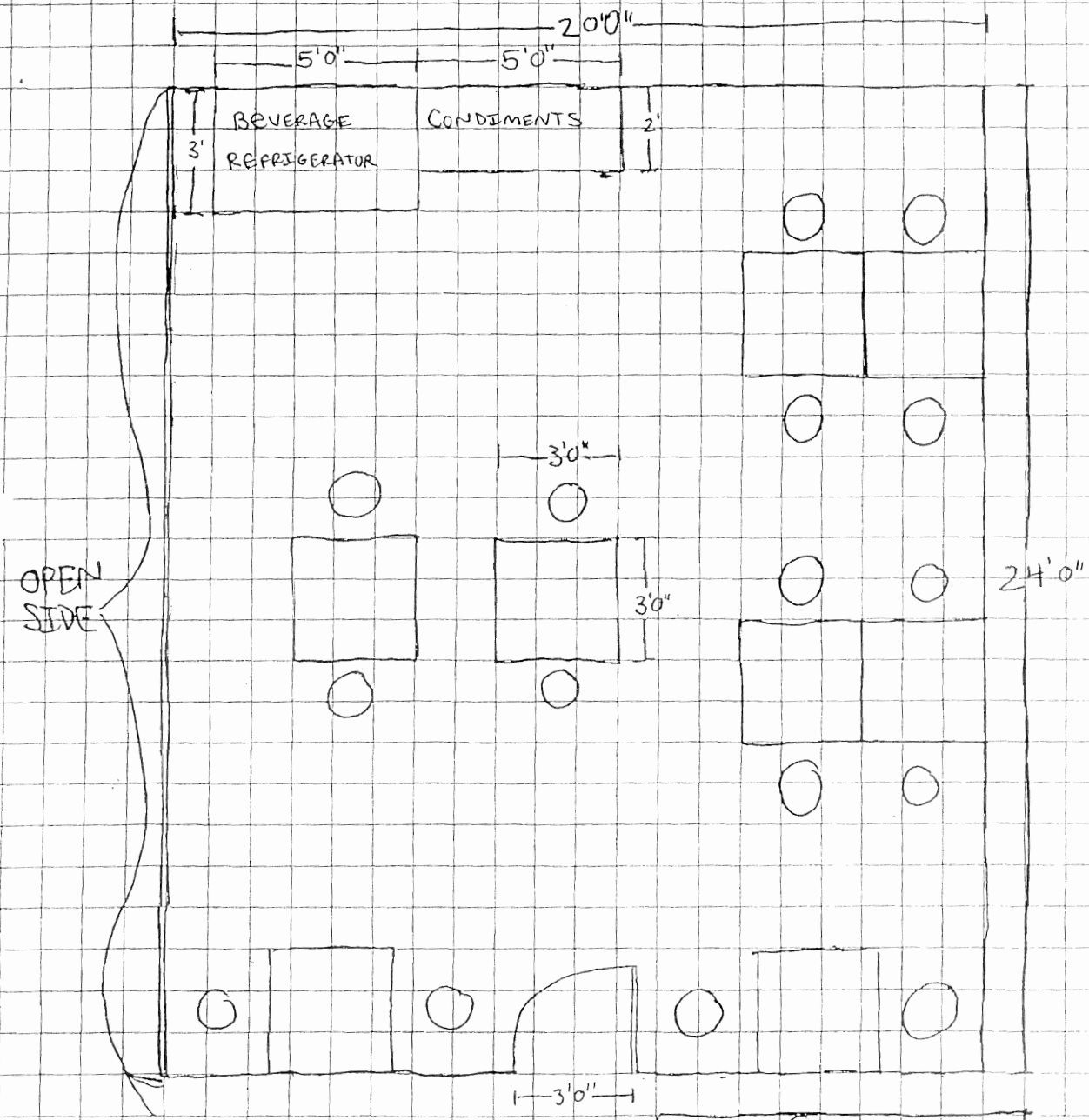
Gregg Lodan
Planning Manager

Attachments:
1. Planning Commission Resolution
2. Location and Zoning Map
3. Code Requirements
4. Letter from another tenant at the shopping center, Deli Roma
5. Site Plan, Floor Plans

CHICKEN MAISON
3911 PACIFIC COAST HWY UNIT C
TORRANCE CA 90505

PROPOSED FLOOR PLAN

480 SQUARE Feet



SCALE
4 SQUARES PER INCH
1/4 INCH = 1 FOOT

CUP10-00007
Chicken Maison
(Patricia Wick)
06/16/2010

LOCATION AND ZONING MAP

3901 Pacific Coast Hwy.

CUP10-00007

LEGEND

500 ft. Notification Area

3901 Pacific Coast Hwy.

N W E S

0 175 350 700 Feet

Prepared using City of Torrance Community Development Geographic Information System

Jeffery W. Gibson, Community Development Director

CODE REQUIREMENTS

The following is a partial list of Code requirements applicable to the proposed project. All possible Code requirements are not provided here and the applicant is strongly advised to contact each individual department for further clarification. The Planning Commission may not waive or alter the Code requirements. They are provided for information purposes only.

Building and Safety:

- Obtain L.A. County Health Department Approval
- Comply with State Handicap Requirements
- Provide two handicap complying restrooms

Environmental:

- Double line stripe all parking spaces to meet Torrance Municipal Code.
- Provide required signage for all handicap parking stalls.
- New signs or changes to existing signs require a separate approval and permit.
- Permission for the on-premise sale and consumption of alcoholic beverages on the property shall be granted in conjunction with a bona fide eating establishment, and if the restaurant ceases to serve food, this case may be reviewed to determine whether the sale of alcoholic beverages shall continue.

Fire Prevention:

- Fire sprinklers T.I. requires separate submittal

3901 Pacific Coast Hwy., Torrance California 90505 310.378.999

DELI ROMA Cafe & Grill

Dear Oscar,

The following pages represent the concerns of the tenants of 3901 Ocean West Plaza.
As you know, I've been a senior tenant of Ocean West Plaza for the past 25 years. I'm keenly aware of the North, South, East and West sections of Ocean/PCH Strip Mall Centers.

The information presented will help maintain an orderly growth to the status quo, to the property known as Ocean West Plaza and will protect it from unsafe deterioration of the plaza.

Please call me for any other information.

Sincerely Yours,

Tony

Exhibit 1: Current Ocean West Plaza

Exhibit 2: Ocean/PCH U-Turn

Exhibit 3: Ocean West Plaza's Internal Traffic Circulation

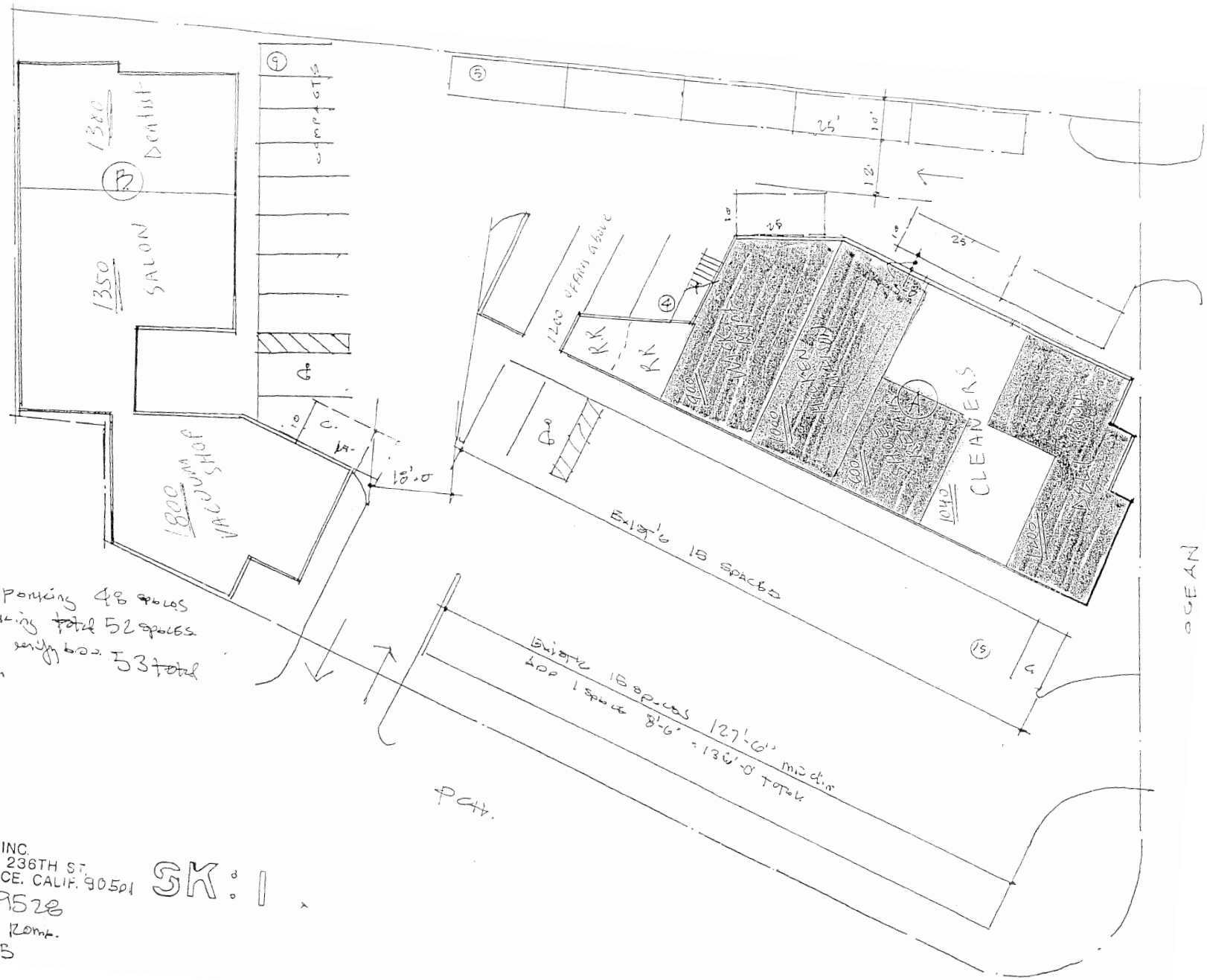
Exhibit 4: Facade of Proposed unit & Possible Unit & Possible Extra Seating

Exhibit 5: Tenants & Employees Parking

Exhibit 6: Copy Of B.LSEA

Corr. of Ocean West pl 3a.

EX: 1



Exist'g parking 48 spaces
Rev. parking total 52 spaces
optional verify bldg. 53 total
1 extra

R. G. A. INC.
2175 W. 236TH ST.
TORRANCE, CALIF. 90501

SK: 1

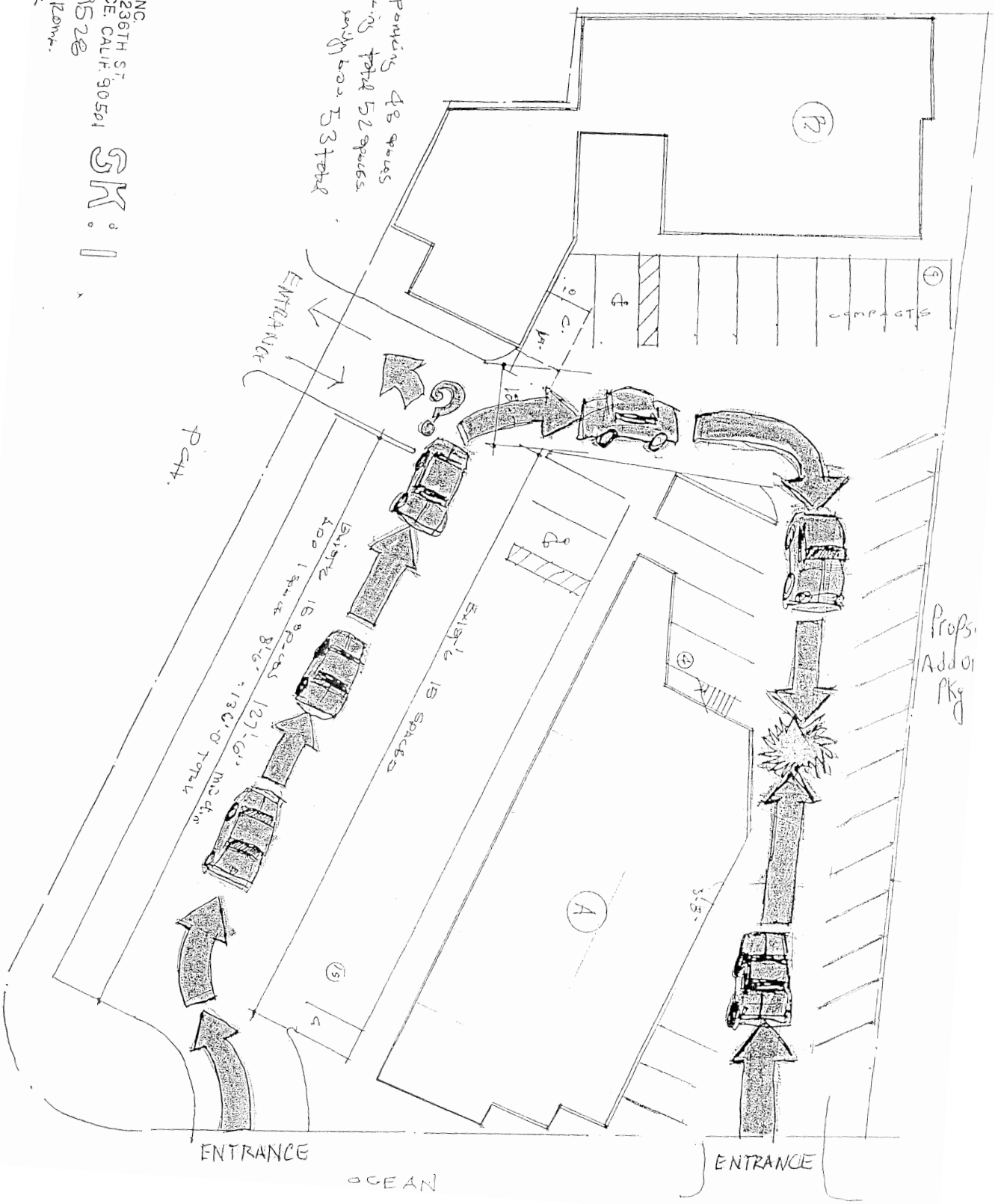
RGA 9528
Della Roma.
9-7 95

[redacted]

SHOWN ARE TWO ENTRANCES, AS THE CUSTOMER ENTERS FR OCEAN ENTRANCE CLOSEST TO PCH THE CUSTOMER MIGHT ENCOUNTER A FULL LOT IF HE CHOOSES TO LEAVE LOT MARKED BY BLUE ARROW HE WILL HAVE TO MAKE A U TURN AT ANZA, IF HE CHOOSES TO GO RIGHT MARKED BY THE PINK ARROWS HE WILL COME IN CONTACT WITH ANOTHER CUSTOMER COMING FROM THE OTHER DIRECTION MARKED BY GREEN ARROWS. NOT ONY WILL THERE BE SAFTEY ISSUES BUT IT WILL CREATE HAVOC IN THE PARKING LOT.

R. G. A. INC.
2175 W. 236TH ST.
TORRANCE, CALIF. 90501
RGA 9528
Bell Rome.
9-2 ar

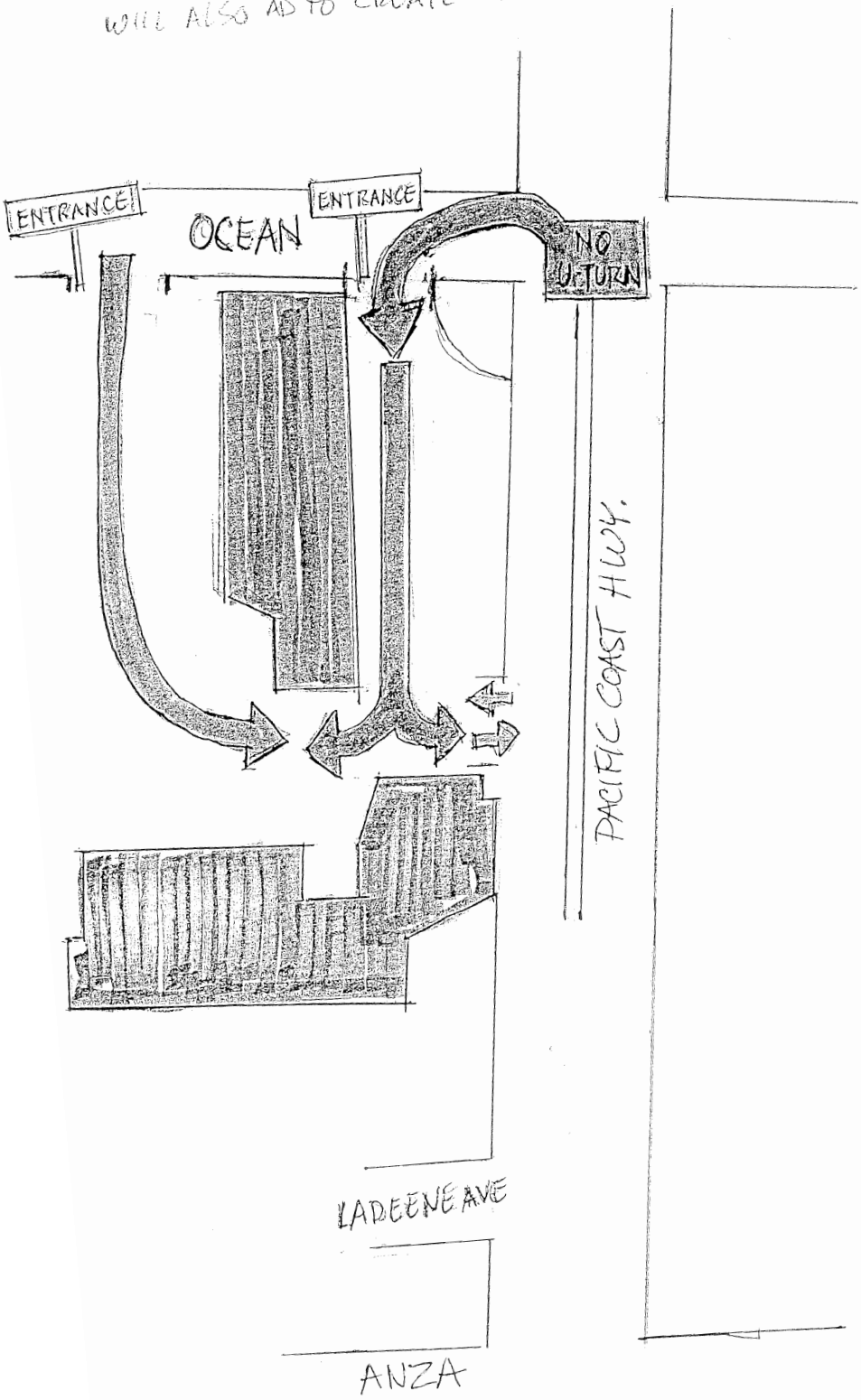
SK: 1



Ex. 2

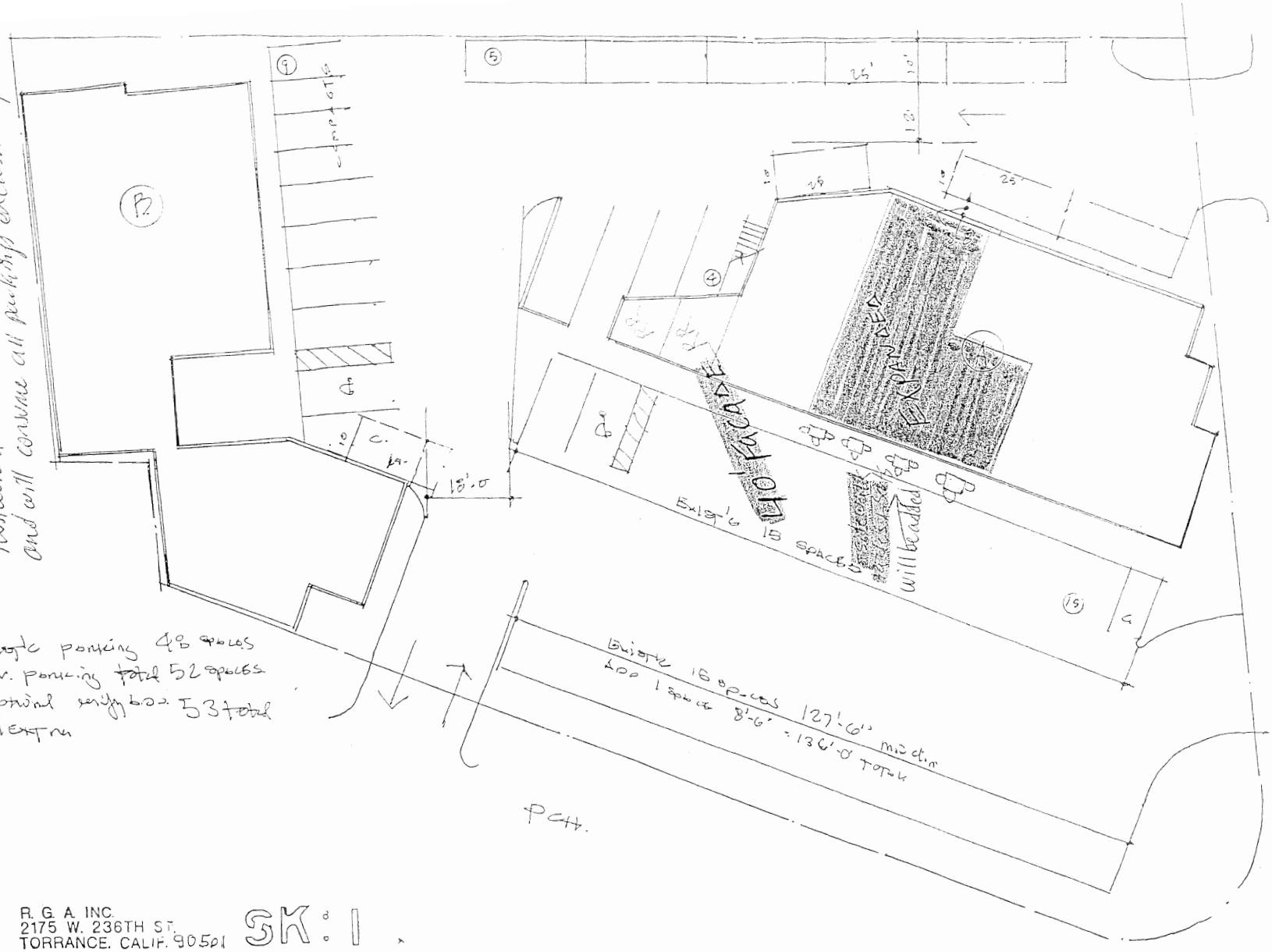
NO U-TURN ON OCEAN/PCH

FACT: EVERY DAY DRIVERS MAKING U-TURNS ON OCEAN GO INTO THE PARKING LOT ON OCEAN & PCH (APPROXIMATELY 30 CARS). ON TOP OF THE PROPOSED INCREASE IN PARKING. THE U-TURN DRIVERS WILL ALSO ADD TO CREATE SAFTEY & CIRCULATION ISSUES.



Facade of proposed expansion
Ex 4

Expansion will create a free standing
Restaurant in the midst of this strip mall.
and will consume all parkings exclusively.



Exist'g parking 48 spaces
Rev. parking total 52 spaces
optional ridgeboo. 53 total
1 extra

R. G. A. INC.
2175 W. 236TH ST.
TORRANCE. CALIF. 90501

SK: 1

RGA 9528
Della Roma.
9-7 95

Ex. 5

Exhibit 5***

EMPLOYEE PARKING FOR TENANTS

TENANTS	EMPLOYEES	CARS	CARS ALLOWED
VACUUM STORE	2 Employees	2 Cars	3 Cars
HAIR SALON	6 Employees	6 Cars	6 Cars
DENTIST	3 Employees	3 Cars	3 Cars
UPPER OFFICE	3 Employees	3 Cars	3 Cars
MANAGEMENT OFFICE	3 Employees	3 Cars	3 Cars
CHICKEN MASON	4 Employees	4 Cars	4 Cars
SHOE REPAIR	1 Employee	1 Car	1 Car
CLEANERS	3 Employee	3 Cars	3 Cars
DELI ROMA	3 Employee	3 Cars	3 Cars
		TOTAL	29 Cars

***This Chart Shows the Amount of Allocated Parking Slots for Each Employee from Each Business

BUS. LIC. EX. 6

THIS BUSINESS LICENSE MUST BE DISPLAYED AT PLACE OF BUSINESS

READ REVERSE SIDE

BUSINESS LICENSE

CITY OF TORRANCE

LICENSE NO.	CATEGORY	FEE PAID	DATE ISSUED
C74254	3944 FOOD TAKE OUT	$ 183.00	01 25 96

ISSUED TO:

TONY'S MEXICAN EXPRESS
3901 PACIFIC COAST HIGHWAY UNIT:D
TORRANCE CA 90505

3901 PACIFIC COAST HIGHWAY UNIT:D

Annual business tax is due and payable January 1st each year, and is delinquent if not paid on or before the last day of January each year.

ISSUED BY FINANCE DEPARTMENT

B.C. Murdoch

REVENUE ADMINISTRATOR

THIS LICENSE IS GOOD UNTIL VOIDED OR REVOKED, IT BECOMES VOID UPON ANY CHANGE OF OWNERSHIP OR LOCATION. Notify The REVENUE ADMINISTRATOR In Writing Of Any Change in Ownership Or Address. City Hall, 3031 Torrance Blvd., Torrance

This copy shows my FOOD TAKEOUT Bus. Lic. when I owned the same CHICKEN MATISON spot, I couldn't get seating (C.U.P) & had to sell.

DAY 1

FRONT of Bldg

12:15

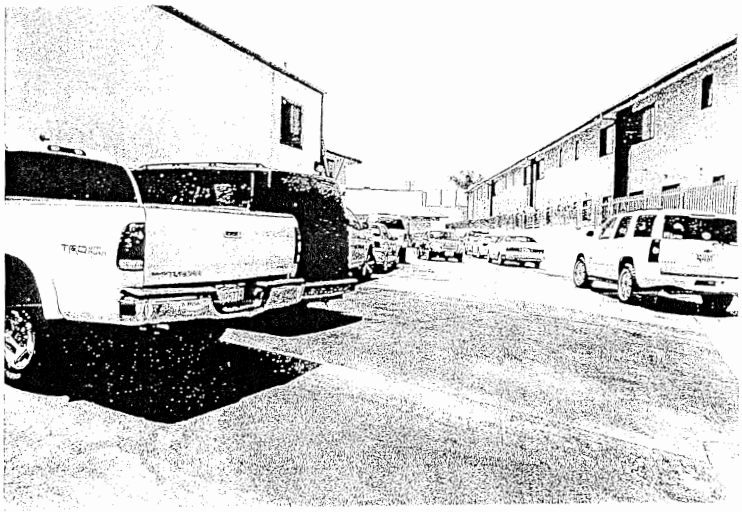
Back of Bldg

12:15

DAY 2

Front of bldg

12:50



Back of bldg

12:50

AGENDA ITEM NO. 9A

TO:	Members of the Planning Commission
FROM:	Development Review Division
SUBJECT:	CUP10-00007: Chicken Maison (Patricia Wick)
LOCATION:	3901 Pacific Coast Highway, Suite D

On June 16, 2010 the Planning Commission considered a request for a Conditional Use Permit to allow the expansion of an existing restaurant, in conjunction with a request for a beer and wine license on property located in the C-2 Zone at 3901 Pacific Coast Highway, Suite D (Chicken Maison Restaurant). At this hearing, the Planning Commission continued the case to have the applicant verify information about the center square footage with an independent third party company.

The applicant hired a land surveying / engineering firm to survey the existing property, and an architect to draw floor plans and work on re-arranging the parking layout. Staff has worked with the architect and reviewed several iterations of the plan. After the suggested modifications were made, the plan layout now complies with the parking requirement for the existing tenants and for the proposed expansion. The applicant has added parking areas in the property by re-arranging parking stalls and making use of compact stalls as provided by Code. Based on modified gross square footages, the center requires a total of 57 parking spaces, and the new parking layout features 58. The expanded restaurant will feature an area of 1,359 sf. which will bring the total square footage for all restaurants at the center to 2,608 sf. (parking ratio 1/100 sf.) Similarly, the total square footage for all retail uses will decrease to 4,723 sf. (parking ratio 1/200 sf.); and the total for professional offices will stay at 2,067 sf. (parking ratio 1/300 sf.)

It should be noted that the new parking numbers will allow for legalization of an existing outdoor bar and seating areas (194 sf.) that were previously built without the benefit of a permit in suite 'A' (Deli Roma Restaurant). These areas have been included in the total square footages mentioned above. Similarly, an unpermitted storage shed (157 sf.) was found in the same suite, but there would not be enough parking to also legalize this area. Therefore, conditions have been included that the owner of the center shall obtain building permits for the existing outdoor bar and seating area at suite 'A', and shall also demolish the unpermitted storage shed.

Additionally, new correspondence has been received from the same tenant at suite 'A' (Deli Roma Restaurant) who continues to oppose the proposed expansion of suite 'D' (Chicken Maison Restaurant). His letter states that several parking spaces at the property do not meet City's parking standards. Staff notes that the proposed parking

layout has been satisfactorily reviewed by both the Development Review and the Transportation Planning Divisions and it is in conformance with Code required stall size, back-up, throating, as well as ingress / egress requirements.

For the above mentioned reasons, Staff continues to recommend approval of the project as conditioned.

Prepared By,

Oscar Graham
Planning Assistant

Respectfully submitted,

For: Gregg Lodan, AICP
Planning Manager

ATTACHMENT:

1. Resolution of Approval.
2. Code Requirements
3. Meeting Minutes from June 16, 2010.
4. New correspondence from the tenant at Deli Roma.
5. Previous Staff Report and attachments.

PLANNING COMMISSION RESOLUTION NO. 10-032

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF TORRANCE, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT AS PROVIDED FOR IN DIVISION 9, CHAPTER 5, ARTICLE 1 OF THE TORRANCE MUNICIPAL CODE TO ALLOW THE EXPANSION OF AN EXISTING RESTAURANT, IN CONJUNCTION WITH THE APPROVAL OF A BEER AND WINE LICENSE ON PROPERTY LOCATED IN AN EXISTING SHOPPING CENTER IN THE C-2 ZONE AT 3901 PACIFIC COAST HIGHWAY, SUITE D

CUP10-00007: Chicken Maison (Patricia Wick)

WHEREAS, the Planning Commission of the City of Torrance conducted a public hearing on April 20, 2011 to consider an application for a Conditional Use Permit filed by Chicken Maison (Patricia Wick) to allow the expansion of an existing restaurant, in conjunction with the approval of an on-site beer and wine license on property located in the C-2 Zone at 3901 Pacific Coast Highway, Suite D; and

WHEREAS, due and legal publication of notice was given to owners of property in the vicinity thereof and due and legal hearings have been held, all in accordance with the provisions of Division 9, Chapter 5, Article 2 of the Torrance Municipal Code; and

WHEREAS, Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances are Categorically Exempted by the Guidelines for Implementation of the California Environmental Quality Act Section 15301; and

WHEREAS, the Planning Commission of the City of Torrance does hereby finds and determines as follows:

a) That property for which this Conditional Use Permit is approved is located at 3901 Pacific Coast Highway, Suite D;

b) That the property for which this Conditional Use Permit is approved is described as Parcel Map as per Lot Com E and Tract Meadow Park;

c) That the expanded restaurant operation is conditionally permitted within the C-2 Zone and it complies with all of the applicable provisions of the Torrance Municipal Code including the C-2 Zone and all conditions imposed on the property;

d) That the expanded restaurant operation will not impair the integrity and character of the zoning district because a restaurant use is conditionally permitted in the C-2 Zone;

e) That the subject site is physically suitable for the type of land use being proposed because the shopping center in which the restaurant locates contains a variety of food, service and retail uses and there is adequate parking for this use as conditioned;

f) That the expanded restaurant operation is compatible with the existing nearby land uses as they include a mix of commercial and residential;

g) That the project is consistent with the orderly development of the City as provided for in the General Plan, which designates the site as General Commercial.

h) That the proposed use will encourage and be consistent with the orderly development of the City as provided for in the General Plan and the C-2 Zone as the use is conditionally permitted and it is consistent with the General Plan.

i) That the proposed use will not discourage the appropriate existing or planned future use of surrounding property or tenancies as an expanded restaurant will serve the area and the community in general;

j) That there are already adequate provisions for water, sanitation, and public utilities and services that ensure that the expanded restaurant is not detrimental to public health and safety;

k) That there are already adequate provisions for public access to serve the proposed use because this property can be accessed via Pacific Coast Highway and Ocean Avenue;

l) That the proposed location, size, design, and operating characteristics of the expanded restaurant would not be detrimental to the public interest, health, safety, convenience or welfare, or to the property of person located in the area;

m) That the expanded restaurant will not produce any or all of the following results:

- Damage or nuisance from noise, smoke, odor, dust or vibration,
- Hazard from explosion, contamination or fire,
- Hazard occasioned by unusual volume or character of traffic or the congregating of large numbers of people or vehicles;

WHEREAS, the Planning Commission by the following roll call votes APPROVED CUP10-00007, subject to conditions:

AYES:
NOES:

ABSENT:
ABSTAIN:

NOW, THEREFORE, BE IT RESOLVED that CUP10-00007, filed by Chicken Maison (Patricia Wick) to allow the expansion of an existing restaurant, in conjunction with the approval of an on-site beer and wine license, on property located in the C-2 Zone at 3901 Pacific Coast Highway suite D on file in the Planning Department of the City of Torrance, is hereby APPROVED subject to the following conditions:

1. That the development and use of the subject property as a restaurant shall be subject to all conditions imposed in Planning Commission CUP10-00007 and any amendments thereto or modifications thereof as may be approved from time to time pursuant to Section 92.28.1 et seq of the Torrance Municipal Code on file in the office of the Planning Director of the City of Torrance; and further, that the said restaurant shall maintained in conformance with such maps, plans, drawings, specifications, applications or other documents presented by the applicant to the Planning Department and upon which the Planning Commission relied in granting approval; and

2. That if this Conditional Use Permit is not used within one year after granting of the permit, it shall expire and become null and void unless extended by the Planning Director for an additional period of time as provided for in Section 92.27.2;

3. That the applicant shall prepare a Landscape Plan showing the improvements to be made, including but not limited to compatible canopy trees along both street frontages to the satisfaction of the Community Development Director (Development Review);

4. That the landscape layout shall include landscape elements of high quality, and should embrace a cohesive landscape design theme throughout the property. The plan shall incorporate landscape elements of different heights, colors and textures in order to provide a more appealing design to the satisfaction of the Community Development Director (Development Review);

5. That any existing ground equipment shall be screened from view in a way that is compatible with the site. The use of landscape elements is preferred to the satisfaction of the Community Development Department (Development Review).

6. That the outdoor dining areas on the walkway adjacent to the restaurants on site shall be removed as it obstructs handicap accessible circulation in the shopping center. In addition, the shopping center currently does not have enough parking to support any additional dining areas beyond what is being requested through this application; (Development Review); and

7. That this approval in only valid in conjunction with the operation of a bona fide eating establishment, and if the restaurant ceases to serve food, continued sale of alcoholic beverages shall require Planning Commission approval. (Development Review);

8. That any new roof equipment related to the restaurant expansion shall be screened from view with architecturally compatible materials to the satisfaction of the Community Development Department (Development Review); and

9. That the existing trash enclosures shall be provided with roll-up doors, and a decorative trellis cover with a solid liner under it to prevent wind blown litter, dumping, and rain water from infiltrating into the receptacle. The enclosures, doors and trellis shall be designed to match the design theme for the site to the satisfaction of the Community Development Department (Development Review); and

10. That the owner of the shopping center shall obtain building permits for the existing unpermitted outdoor bar and seating area at suite 'A' before the proposed restaurant expansion at suite 'D' is finaled by Building and Safety to the satisfaction of the Community Development Department (Development Review); and

11. That the owner of the shopping center shall obtain building permits and demolish the existing unpermitted storage shed at suite 'A' before the proposed restaurant expansion at suite 'D' is finaled by Building and Safety to the satisfaction of the Community Development Department (Development Review); and

12. That any new signs or changes to existing signs require a separate approval from the Environmental Division (Environmental Division); and

13. That the applicant shall install a " Do Not Enter / One Way" sign at the end of the of the one way parking lane to the satisfaction of the Community Development Department (Transportation Planning Division); and.

14. That interior security lighting shall be installed in expanded dining room for natural surveillance after hours to the satisfaction of the Police Department and the Community Development Director (Police Department / Development Review)

15. That interior security lighting shall be installed in expanded dining room for natural surveillance after hours to the satisfaction of the Police Department and the Community Development Director (Police Department / Development Review)

16. That window frontage shall maintain two-way visibility and be unobstructed for natural surveillance from main fairway (Police Department / Development Review)

Introduced, approved and adopted this 20th day of April 2011

_____
Chairman, Torrance Planning Commission

ATTEST:

_____
Secretary, Torrance Planning Commission

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF TORRANCE)

I, GREGG LODAN, Secretary to the Planning Commission of the City of Torrance, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the Planning Commission of the City of Torrance at a regular meeting of said Commission held on the 20th day of April 2011, by the following roll call vote:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

_____
Secretary, Torrance Planning Commission

CODE REQUIREMENTS

The following is a partial list of Code requirements applicable to the proposed project. All possible Code requirements are not provided here and the applicant is strongly advised to contact each individual department for further clarification. The Planning Commission may not waive or alter the Code requirements. They are provided for information purposes only.

Building and Safety:

- Obtain L.A. County Health Department Approval
- Comply with State Handicap Requirements
- Provide two handicap complying restrooms

Environmental:

- Double line stripe all parking spaces to meet Torrance Municipal Code.
- Provide required signage for all handicap parking stalls.
- New signs or changes to existing signs require a separate approval and permit.
- Permission for the on-premise sale and consumption of alcoholic beverages on the property shall be granted in conjunction with a bona fide eating establishment, and if the restaurant ceases to serve food, this case may be reviewed to determine whether the sale of alcoholic beverages shall continue.

Fire Prevention:

- Fire sprinklers T.I. requires separate submittal

11C. CUP10-00007: CHICKEN MAISON (PATRICIA WICK)

Planning Commission consideration for approval of a Conditional Use Permit to allow the expansion of an existing restaurant in conjunction with a request for a beer and wine license on property located in the C-2 Zone at 3901 Pacific Coast Highway, Suite D.

Recommendation

Approval.

Planning Assistant Yumul introduced the request.

Assistant City Attorney Sullivan disclosed that the operator of a shoe repair shop he and his family uses was present in the audience, however this would not affect his legal advice to the Commission.

Tammy Wick Reyes, representing Patricia Wick, the owner of the subject property, related her belief that the expansion of Chicken Maison would benefit the existing tenants of the shopping center as well as the City of Torrance.

Sam Karame, representing Chicken Maison, voiced his agreement with the recommended conditions of approval.

Commissioner Browning requested clarification of parking requirements.

Planning Manager Lodan advised that based on information provided by the applicant, staff determined that 59 parking spaces were required and 59 parking spaces are provided, however, the owner of Deli Roma recently submitted information claiming that the shopping center has additional square footage that was not taken into account, which would require an additional 3 parking spaces. He explained that staff would need a site plan and a floor plan of the center to verify the square footage or as an alternative, the Commission could approve the project adding a condition requiring that the applicant demonstrate that sufficient parking is provided prior to entering the plan check process.

Chairperson Weideman indicated that he was not inclined to approve the project until the square footage has been verified.

Commissioner Horwich and Commissioner Gibson indicated that they were also not comfortable approving the project without verification the square footage.

Tony Nahabedian, owner of Deli Roma, 3901 Pacific Coast Highway, submitted additional documents and photographs for the record. He reported that he asked each tenant in the center to measure their square footage and according to his calculations 62 parking spaces are required. He stated that he is not opposed to the expansion of Chicken Maison, but was concerned about the impact on other tenants of the shopping center because it's almost impossible to find a parking space between the hours of 12:00 p.m. – 2:30 p.m. He noted that motorists frequently cut through the parking lot since no U-turn is allowed at Pacific Coast Highway and Ocean and this adds to the congestion in the parking lot. He stated that other tenants are concerned about the proposed expansion but they have been intimidated and are afraid to complain.

Chairperson Weideman requested clarification of a diagram submitted by Mr. Nahabedian and Mr. Nahabedian explained that he was concerned that the restaurant's new façade would lend itself to an outdoor dining area further impacting parking.

Chairperson Weideman noted that Condition No. 6 prohibits outdoor dining areas on walkways adjacent to restaurants in the shopping center. He related his understanding the Mr. Nahabedian formerly operated a Mexican take-out restaurant in the Chicken Maison tenant space.

Mr. Nahabedian explained that he sold the tenant space when he was unable to add seating due to parking issues.

Bill Knapp, 23991 Ocean Avenue, stated that he lives in the apartment building next to the shopping center and his only concern about the project was the potential for more noise.

Ms. Wick Reyes noted that her mother, Patricia Wick, also owns the apartment building at 23991 Ocean Avenue and she has worked with Mr. Knapp regarding his concerns about noise in the past and will continue to do so.

Commissioner Horwich recommended that the hearing be continued so the parking requirement could be verified.

Planning Manager Lodan advised that staff needs an as-built floor plan for both levels of the shopping center in order to determine the parking requirement.

Ms. Wick Reyes agreed to continue the hearing to August 4, 2010 and expressed her willingness to hire an independent consultant to provide the necessary information.

Commissioner Uchima noted that apparently this shopping center was designed for take-out restaurants only and expressed concerns that adding seating to the restaurant could greatly impact parking because patrons will be lingering over lunch and dinner rather than picking up food and leaving.

Ms. Wick Reyes stated that she believed the parking situation was workable because the only time the parking lot is busy is during lunchtime hours and there was no problem in the evening when the restaurant would be serving dinner. She reported that when leases come up for renewal, she is requiring that employees park behind the shopping center in order to free up parking in front of the businesses.

MOTION: Commissioner Horwich moved to close the public hearing. The motion was seconded by Commissioner Uchima, but failed to pass because Commissioners still wished to comment.

Commissioner Skoll stated that he thought having employees park behind the center was a good idea and asked how many parking spaces were available. Ms. Wick Reyes responded that she thought all employees could be accommodated behind the building with the new parking layout

Commissioner Browning suggested that the applicant make sure that delivery trucks could make the turn going west to east with the new parking layout and proposed a right-turn only sign for the Pacific Coast Highway driveway. He stated that he wasn't opposed to the restaurant's expansion, but was having a problem with the additional cars it would bring to an already crowded parking lot.

Ms. Wicks Reyes expressed confidence that the parking situation could be worked out because the congestion occurs only for a couple of hours during lunchtime. She noted that she is also attempting to restrict the times during which deliveries can be made.

MOTION: Commissioner Horwich moved to continue the hearing on CUP10-00007 to August 4, 2010. The motion was seconded by Commissioner Gibson and passed by unanimous roll call vote (absent Commissioner Busch).

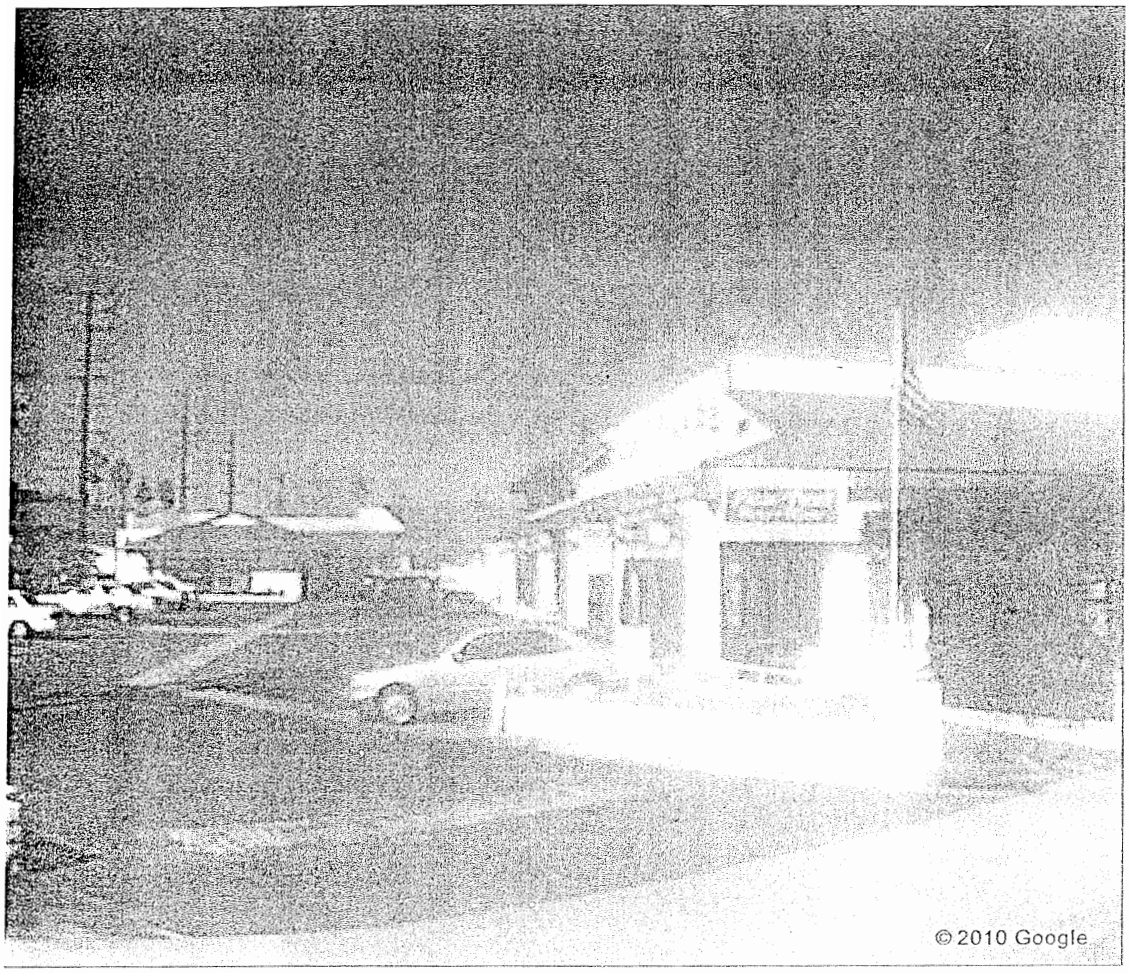
23995 Ocean Avenue - Google Maps

Google maps

Addres .3995 Ocean Avenue

Address is approximate

Save trees. Go green!
Download Google Maps on your phone at google.com/gmm



Conflict points:

Several parking spots do not meet city's parking standards.

SEE Ex - A, B, C

for more explanation please call -

310-378-9999

Tony

2175 W. 236TH ST.
TORRANCE, CALIF. 90501 SK. 1

RGA 9528
Della Roma.
9-7 95

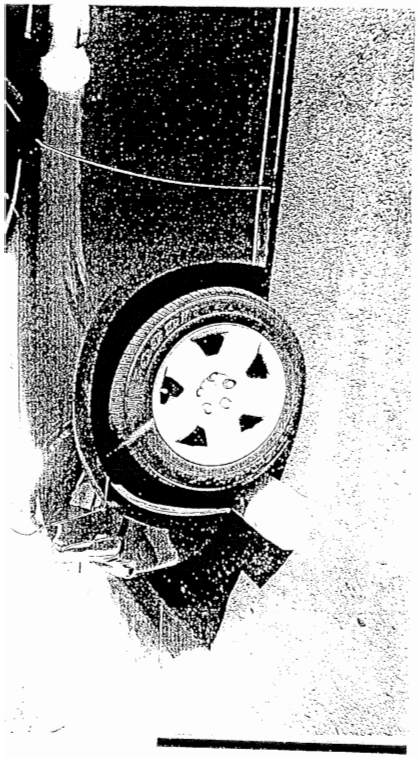


EXHIBIT A

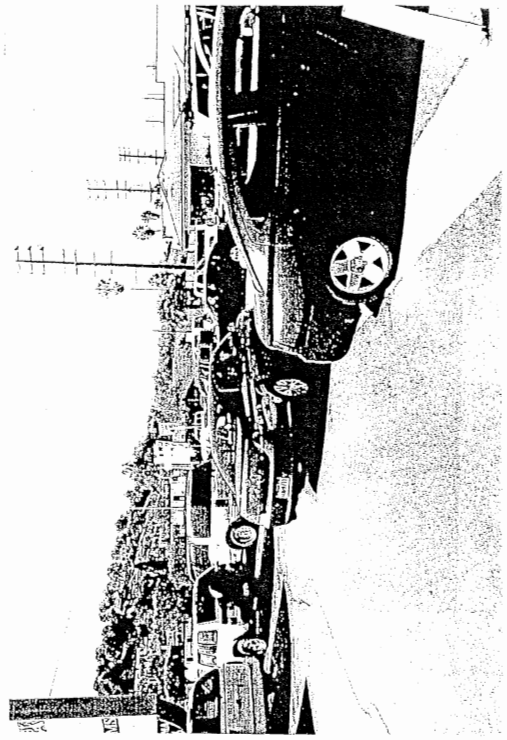


EXHIBIT A

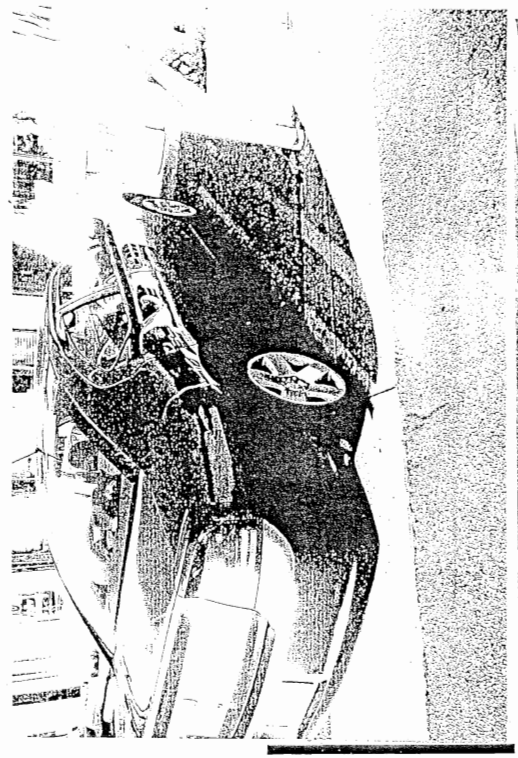


EXHIBIT A

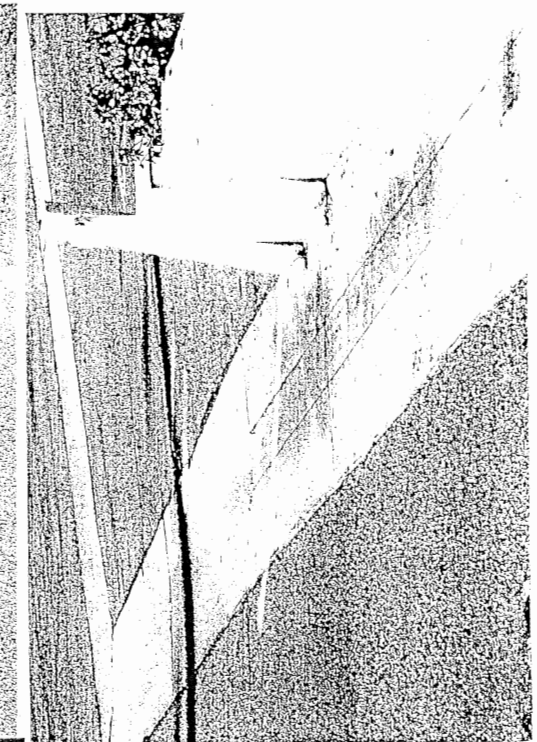
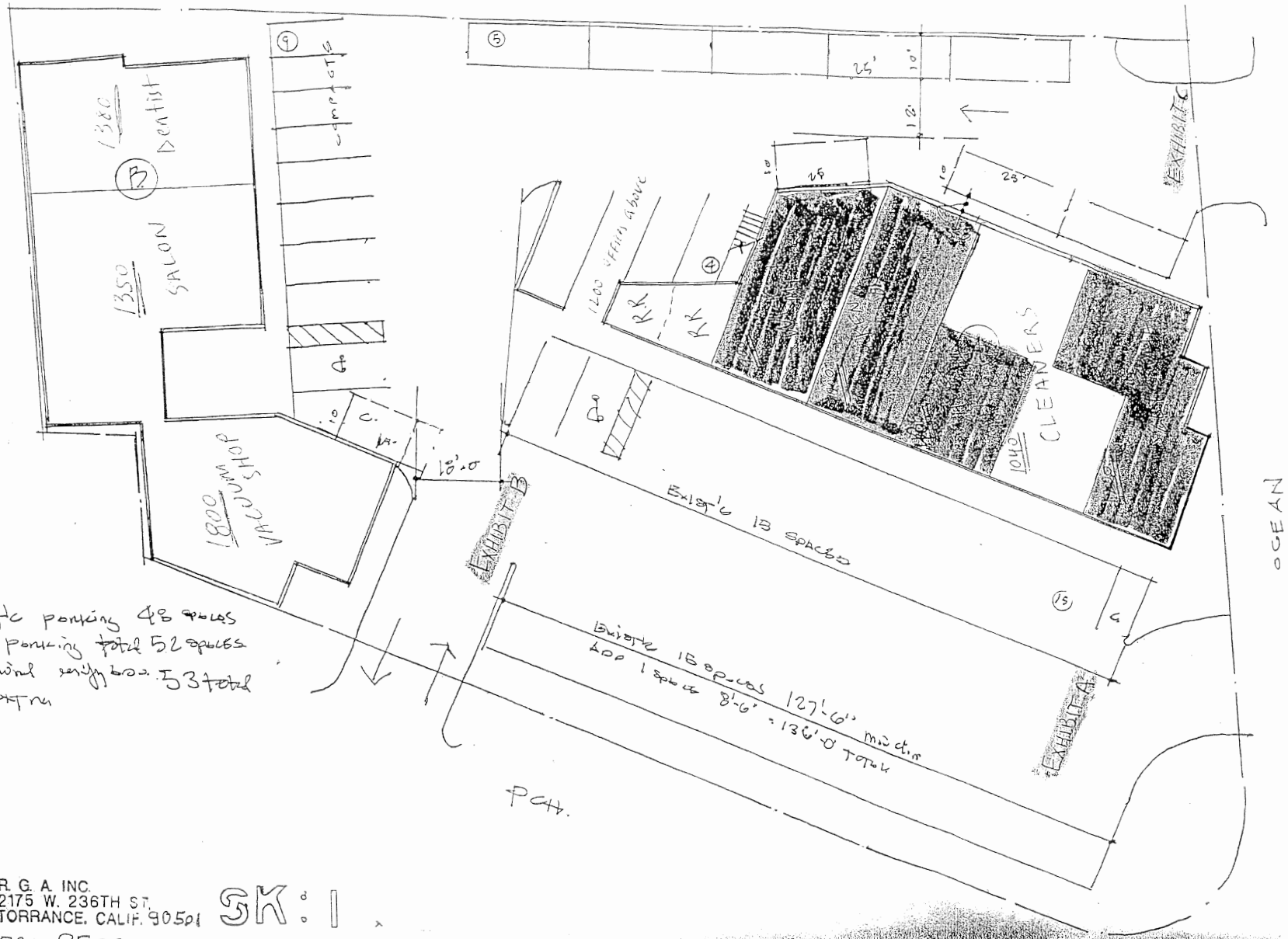


EXHIBIT A

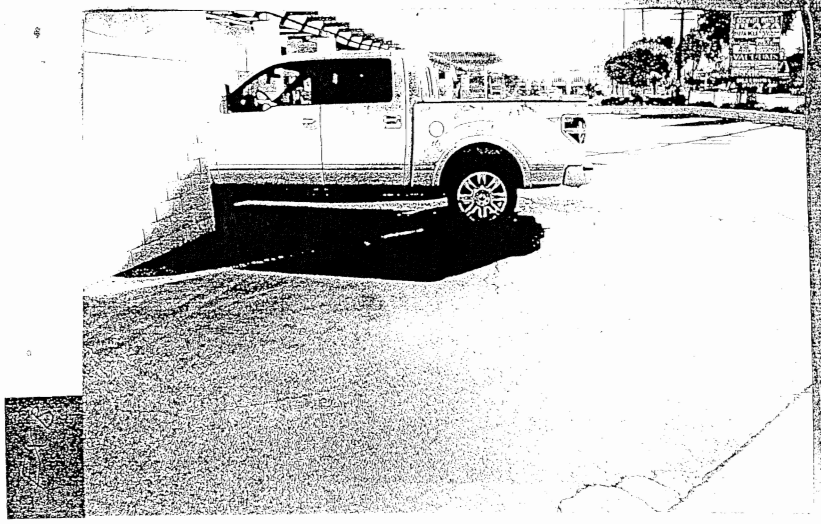


Exist'g parking 48 spaces
Rev. parking total 52 spaces
optional verify bus. 53 total
1 extra

R. G. A. INC.
2175 W. 236TH ST.
TORRANCE, CALIF. 90501

SK: 1

RGA 9528



EX. B

Ex. 4

Ex. 6

Shoe Clinic

Ocean West Plaza
3901 Pacific Coast Highway, Suite C
Torrance, CA 90505

July 7, 2010

JUL 13 2010

Planning Commission
City of Torrance
3031 Torrance Blvd.
Torrance, CA 90503

Dear Commission Members:

Subject: CUP 10-00007 Chicken Maison

This is to express my concerns and opposition to the proposed expansion of Chicken Maison to the space that is currently occupied by my business, Shoe Clinic.

I have continuously owned and operated Shoe Clinic since 1985 when I first established it. In fact, I was the first tenant of the newly built Ocean West Plaza. Since then, I am proud to have served the surrounding local community which in turn has responded by supporting our small family owned and operated business. With most other shoe repairs closing, Shoe Clinic has continued to survive and provide the community with a much needed service for the past 25 years.

As a tenant, I have always been trustworthy and fulfilled my lessee obligations fully and have had good relations with the landlord until recently when I learned that the current landlord/management, unbeknownst to me, has been negotiating to lease my space to Chicken Maison all the while assuring me that my lease is not in jeopardy every time I've brought up the subject of my lease renewal. To put it mildly, I have been duped!

Shoe Clinic is my family's sole source of income. If you approve Chicken Maison's proposed expansion, I will forever loose a business, and my source of income, that I have worked hard for all these years. And, as a resident of the City for the past 35 years, it pains me to see Torrance loose another locally owned small business.

I therefore respectfully request that you deny Chicken Maison's request to expand at my expanse and at the expanse of my family's livelihood. During these tough economic times when most small businesses are at the verge of bankruptcy or closing, let us do what is right and what we can to protect those that wish and have the will to survive.

Thank you for your kind consideration.

Sincerely,

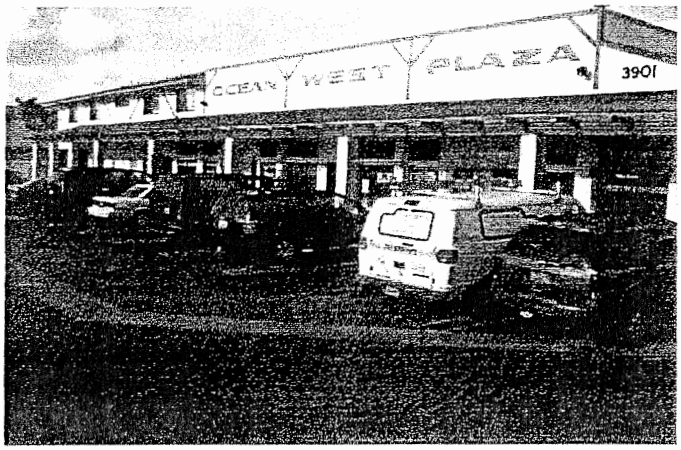
George Postik

George Postik

OCEAN WEST PLAZA/APARTMENTS

Marcus & Millichap
Real Estate Investment Services

TORRANCE, CA



MARKET POSITIONING & PRICING ANALYSIS

Prepared For:

Patricia Wick
Co - Trustee
Charles Norman Cake Testamentary Trust

Dorothy Cake and Tricia Bouma
Trustee
The Jewell D. Cake Irrevocable Trust

1/11/2008

Rent Roll - Retail & Office

RETAIL

Suite	Tenant	GLA	% of GLA	Lease Commence	Lease Expire	Annual Rent	Rent/ SF	Changes On	Changes To	Expense Reimbs.	Other: Options/	Lease Type
3901 A	Deli Roma Cafe & Grill	1,210	11.91%	5/1/07	4/30/12							
3901 B	Windsor Cleaners	1,040	10.24%	3/1/02	4/30/12							
3901 C	Shoe Repair	480	4.72%	10/1/06	9/30/09							
3901 D	Chicken Maison	1,000	9.84%	3/1/05	2/28/10							
3901 E	Vacant	900	8.86%	N/A	N/A							
3901 F	Clearside Realty	500	4.92%	10/1/07	10/31/08							
3901 G	Customs Broker	500	4.92%	2/1/03	MTM							
3903 AB	Vacant	1,800	17.72%	N/A	N/A							
3903 C	Salon Headliner	1,350	13.29%	5/1/05	4/30/09							
3903 D	Ocean West Dental	1,380	13.58%	2/01/04	1/31/09							
	TOTAL	10,160	100.00%									

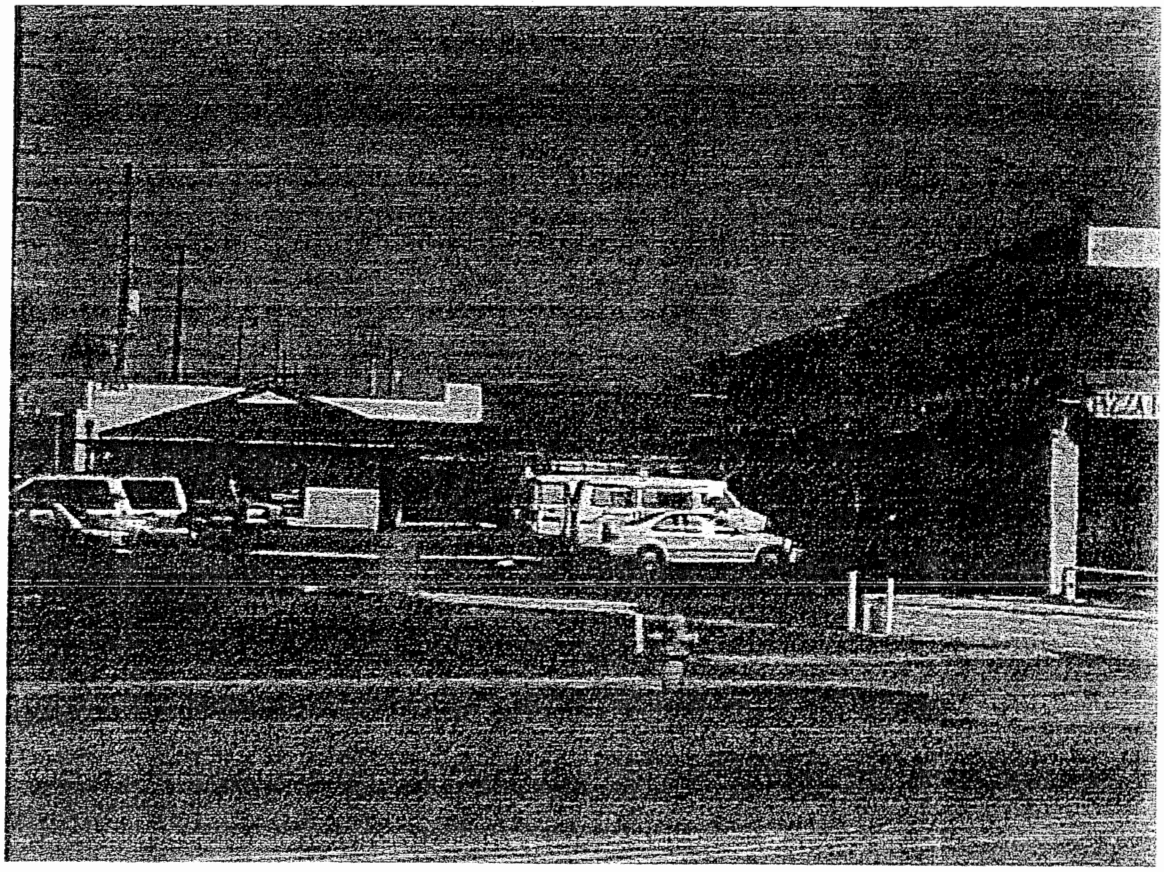
PRICING & FINANCIAL ANALYSIS

COMMENTS

This information has been secured from sources we believe to be reliable, but we make no representations or warranties, expressed or

Limited Summary Commercial Appraisal Report of

3901-3903 Pacific Coast Highway, Torrance, CA 90505
A single story and a two story building
Ten unit strip shopping center

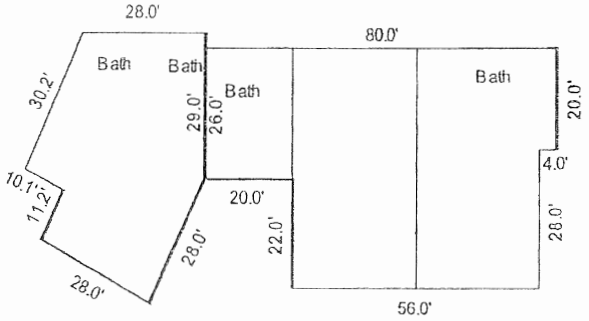


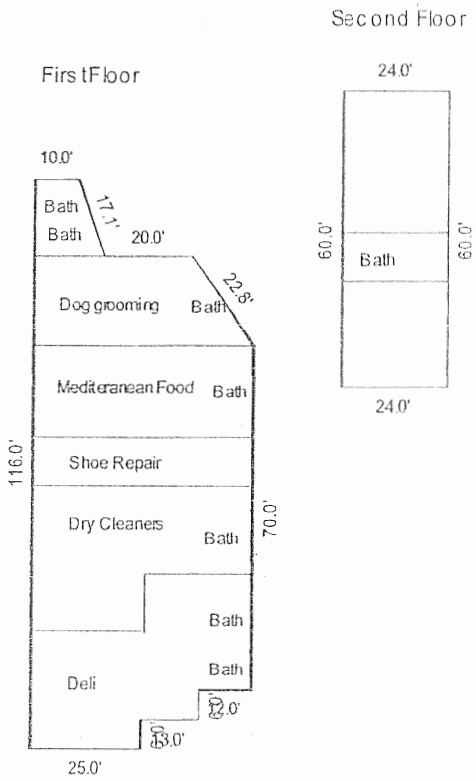
Date of Report
May 6, 2004

Prepared for:
The Estate of Jewell Cake
3901-3903 Pacific Coast Highway
Torrance, CA 90505

Prepared by:
Richard P. Reece MSA & Jong K. Park
Appraisers LLC
406 Amapola Avenue #220
Torrance, CA. 90501
800-500-2790

FLOOR PLAN





Sketch by Apex IV Windows™

SULLIVAN & ASSOCIATES

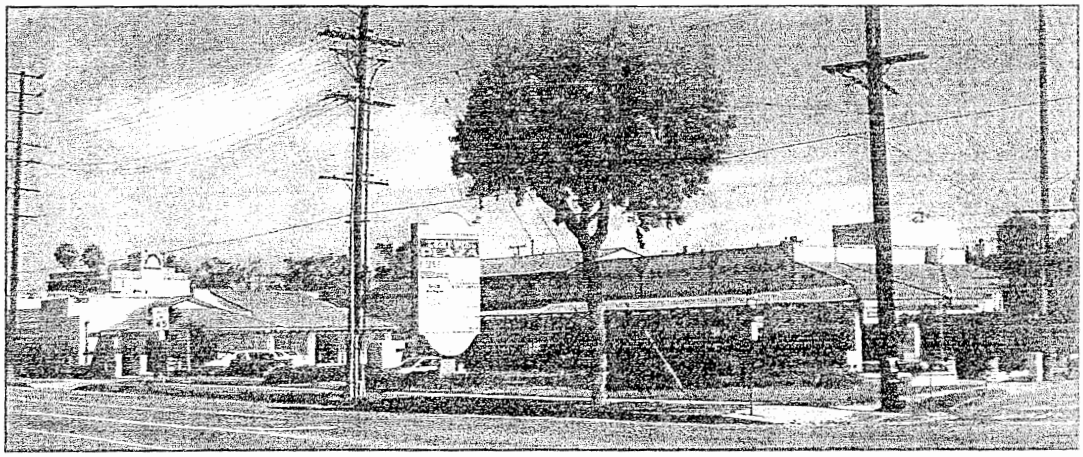
Expertise in Commercial Real Estate Appraisals

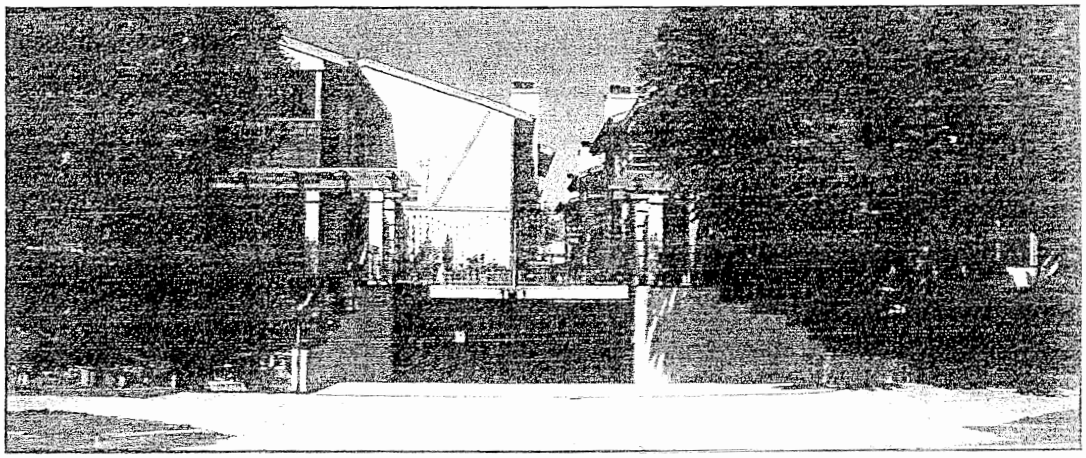
CUSTOMER COPY

- PATRICIA WICK -

FM ORDER NUMBER: 2009-07-001-064
JOB NUMBER: 09061

LEASED FEE VALUATION OF 10,160 SF MULTI-TENANT RETAIL STRIP CENTER & A 13 UNIT APARTMENT BUILDING LOCATED AT 3901 PACIFIC COAST HIGHWAY & 23991 OCEAN AVENUE TORRANCE, CALIFORNIA 90505





73 Angelo Walk
Long Beach, CA 90803
Phone: 562.881.3998
Fax: 562.595.5027
Email: sully1@earthlink.net

DESCRIPTION OF IMPROVEMENTS

The following physical description has been based on the appraiser's on-site inspection conducted August 3, 2009. Building measurements of the existing improvements were provided by the client, including a current rent roll. This due diligence material was spot-checked by the appraiser and compared to public record for reliability.

IMPROVEMENT DATA:

Building Type	Apartment building and retail building
Class of Construction	"C", concrete, wood frame and stucco
Quality of Construction	Average
Condition of Improvements	Average
Year Built	Retail - 1985; Apartment - 1986
Insulation	No
Sprinklers	No
Gross Building Area	31,972 sf
Retail Building	12,442 sf
Apartment Building	19,530 sf (1,502 sf average unit size)
Number Stories	Retail building - one and two; apartments - two
Design	Multi-tenant
Coverage Ratio	57% (31,972 sf ÷ 55,770 sf)

The subject property comprises a 55,770 sf site consisting of two contiguous lots that were combined in the mid-1980s into one legal parcel of land in order to develop with a 31,972 sf, mixed-use, retail and apartment complex including subterranean parking. More specifically, the improvements include two (6,351 sf and 6,091 sf) buildings, average quality, Class "C" (per Marshall Valuation Services, section 13, page 26), multi-tenant, retail strip center containing 12,442 sf of gross building area. Based upon a review of the rent roll and inspection of the property, the subject contains 10,160 sf (per BOMA measurement standards) of rentable area divided into ten tenant suites measuring between 500 sf and 1,800 sf; the average retail suite measures 1,016 sf. Two small 500 sf office units are situated on a partial second level area, the balance of the area is 1st floor retail space.

The retail section of the property is typical of an average quality and condition multi-tenant retail property in the area. The retail section is situated directly on the northwest corner of Pacific Coast Highway and Ocean Avenue. The interior build-out of the individual tenant suites have been detailed in the following table.

Address	Tenant	Comments
3901A	Tony Deli Roma	Ceramic tile floors; painted ceilings; attached lights; typical kitchen and accessories.
3901B	Windsor Cleaners	Mix of carpeting and polished concrete; painted ceiling; hanging lights.
3901C	Shoe Clinic	Mix of carpeting and polished concrete; mix of painted ceiling with hanging lights and acoustic tile inset with fluorescent lights.
3901D	Chicken Maison	Ceramic tile floors; painted ceilings; attached lights; typical kitchen and accessories.
3901E	Riviera Mgmt.	Carpeting throughout; painted ceilings; attached lighting.
3901F	In negotiation	Carpeting throughout; painted ceilings; attached lighting.
3901G	Customs Broker	Carpeting throughout; painted ceilings; attached lighting.
3903AB	Vacant	Mainly carpet including some vinyl flooring; acoustic tile ceilings inset with fluorescent lights. Interior office with glass wall.
3903C	Headliners Salon	Vinyl tile flooring; acoustic tile ceilings inset with fluorescent lights.
3903D	Ocean West Dental	Mix of carpeting and polished concrete; mix of painted ceiling with hanging lights and acoustic tile inset with fluorescent lights.

Exterior elevations facing the street feature single-glazed glass panels set in an aluminum storefront system constructed to an average height of 8 foot. All interior areas are fully vented, air conditioned and heated. The building also includes wood frame mansard over the walkways. The foundation/sub-floor is reinforced poured in-place concrete slab.

Site improvements include cement planters and asphalt paved access drives, customer and employee parking, steel pole light standards, and block fencing along the north elevation. A total of 36 regular, 10 compact, and 2 handicap parking stalls yields a parking ratio of 3.86 spaces per 1,000 square feet of commercial building area. Additional site improvements comprise a typical amount of concrete walkways with an abundant amount of landscaping along the frontage roads, trash enclosures and curb-cuts for vehicle access.

Apartment Building Size & Type

In addition to the above summarized retail strip center, the residential apartments consist of two (9,974 sf and 9,556 sf) buildings, average quality, Class "C", concrete block and wood frame and stucco, two-story, multi-family, apartment complex with subterranean parking totaling 19,530 sf of gross building area. The gated subterranean parking garage contains a total of 28 parking spaces - 2.0 spaces per unit plus 2 visitor spaces. The property has a pool, recreation room and a common laundry room including washers and dryers.

ATTACHMENT H

CITY OF TORRANCE
POSTED BY
O.G.
DATE: 3/14/12

PROOF OF SERVICE BY MAIL

I, the undersigned, am a resident of the County of Los Angeles, State of California, over the age of eighteen years, and not a party to the within action. I am employed by the City of Torrance, 3031 Torrance Boulevard, Torrance California 90503.

On **March 16, 2012**, I caused to be mailed **120** copies of the within notification for **CUP10-00007: PATRICIA WICK (CHICKEN MAISON)** to the interested parties in said action by causing true copies thereof to be placed in the United States mail at Torrance California.

I declare under penalty of perjury that the foregoing is true and correct.
Executed **March 16, 2012**, at Torrance, California.

(signature)

Daily Breeze
21250 Hawthorne Blvd, Ste 170
Torrande, CA 90503-4077
310-543-6635
Fax: 310-316-6827

(Space below for use of County Clerk Only)

5007865

Legal No. **0010127330**

CITY OF TORRANCE
FINANCE DEPT.ACCOUNTS PAYABLE
3031 TORRANCE BLVD
TORRANCE CA 90503

FILE NO. DB 3-63

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of Los Angeles

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of THE DAILY BREEZE, a newspaper of general circulation, printed and published in the City of Torrance*, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, under the date of June 10, 1974, Case Number SWC7146. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

3/17/2012

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Torrance, California
On this 17th day of March, 2012.

Signature

*The Daily Breeze circulation includes the following cities: Carson, Compton, Culver City, El Segundo, Gardena, Harbor City, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Long Beach, Manhattan Beach, Palos Verdes Peninsula, Palos Verdes, Rancho Palos Verdes, Rancho Palos Verdes Estates, Redondo Beach, San Pedro, Santa Monica, Torrance and Wilmington.

DB 3-63

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a Public Hearing will be held before the Torrance City Council at **7:00 p.m., March 27, 2012** in the City Council Chambers of City Hall, 3031 Torrance Boulevard, Torrance, California, on the following matter:

CUP10-00007: PATRICIA WICK (CHICKEN MAISON) City Council consideration of an appeal of a Planning Commission denial of a Conditional Use Permit to allow the expansion of an existing restaurant, in conjunction with a request for a beer and wine license on property located in the C-2 Zone at 3901 Pacific Coast Highway, Suite D. RESOLUTION

Material can be reviewed in the Community Development Department. All persons interested in the above matter are requested to be present at the hearing or to submit their comments to the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA 90503, prior to the public hearing.

If you challenge the above matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Community Development Department or the office of the City Clerk prior to the public hearing, and further, by the terms of Resolution No. 88-19, you may be limited to ninety (90) days in which to commence such legal action pursuant to Section 1094.6 of the Code of Civil Procedure.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Community Development Department at (310) 618-5990. If you need a special hearing device to participate in this meeting, please contact the City Clerk's Office at (310) 618-2870. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA Title II].

For further information, contact the **DEVELOPMENT REVIEW DIVISION** of the Community Development Department at (310) 618-5990.

SUE HERBERS
CITY CLERK

Published: March 17, 2012

MAYOR'S SCRIPT

AGENDA ITEM 13-

MAYOR: NOW IS THE TIME AND PLACE FOR THE PUBLIC HEARING ON AGENDA ITEM **13- ___**. A RECOMMENDATION OF THE PLANNING COMMISSION THAT THE CITY COUNCIL DENY THE APPEAL AND DENY A CONDITIONAL USE PERMIT TO ALLOW THE EXPANSION OF AN EXISTING RESTAURANT, IN CONJUNCTION WITH A REQUEST FOR A BEER AND WINE LICENSE, AND AS-BUILT RESTAURANT IMPROVEMENTS ON PROPERTY LOCATED IN THE C-2 ZONE AT 3901 PACIFIC COAST HIGHWAY; AND A RECOMMENDATION OF THE COMMUNITY DEVELOPMENT DEPARTMENT THAT THE CITY COUNCIL APPROVE THE APPEAL AND APPROVE A CONDITIONAL USE PERMIT TO ALLOW THE EXPANSION OF AN EXISTING RESTAURANT, IN CONJUNCTION WITH A REQUEST FOR A BEER AND WINE LICENSE, AND AS-BUILT RESTAURANT IMPROVEMENTS ON PROPERTY LOCATED IN THE C-2 ZONE AT 3901 PACIFIC COAST HIGHWAY

MAYOR: HAS THIS MATTER BEEN PROPERLY ADVERTISED?

(City Clerk's response)

MAYOR: IS THERE A STAFF PRESENTATION?

(COMMUNITY DEVELOPMENT DEPARTMENT PRESENTATION)

MAYOR: DOES THE COUNCIL HAVE ANY QUESTIONS OF STAFF?

(QUESTIONS, IF ANY)

MAYOR: IS THERE ANYONE IN THE AUDIENCE WHO WISHES TO BE HEARD ON THIS MATTER?

(Audience input if any. Also note for the record any written correspondence from the public.)

MAYOR: IF NO ONE FURTHER WISHES TO BE HEARD, I WILL ENTERTAIN A MOTION TO CLOSE THE PUBLIC HEARING.

(Public hearing closed)

MAYOR: DOES THE COUNCIL WISH TO TAKE ACTION ON THIS MATTER?

(Motion to concur with the recommendation of the Community Development Director)