



Los Angeles County
Department of Regional Planning

Planning for the Challenges Ahead



Richard J. Bruckner
Director

April 22, 2010

TO: Wayne Rew, Chair
Pat Modugno, Vice Chair
Esther L. Valadez, Commissioner
Leslie G. Bellamy, Commissioner
Harold V. Helsley, Commissioner

FROM: ^{GHH} Gunnar Hand, AICP, Senior Regional Planning Assistant
Land Divisions Section

**SUBJECT: PROJECT NO. R2008-02125-(1)
PARKING PERMIT CASE NO. 200800008**

May 5, 2010; AGENDA ITEM NO. 7

PROJECT BACKGROUND

The Parking Permit ("PKP") would allow off-site and shared parking for an existing 10,812 square foot office/warehouse building to be converted into a church. The shared off-site parking is provided through a lease agreement on a private parking lot approximately 1,000 feet from the subject use. The existing structure will be expanded to 12,506 square feet and converted into a church under a separate ministerial site plan review. Eighteen (18) parking spaces, including four handicapped parking spaces, are proposed on-site with 70 parking spaces to be leased at the off-site location. Eighteen (18) of the 70 off-site parking spaces will be shared at the off-site location with the primary use. The project site is located at 21138 Commerce Pointe Drive in the unincorporated community of South Walnut, First Supervisorial District of Los Angeles County, Walnut Zoned District.

The project was found to be Categorically Exempt under the Class 3 Categorical Exemption-New Construction or Conversion of Small Structures pursuant to California Environmental Quality Act ("CEQA") reporting requirements.

PROJECT ISSUES

Since your March 31, 2010 Regional Planning Commission ("RPC") hearing, staff has requested additional materials from the applicant. The requested materials included the following:

1. A list of adjacent property owners that lists the amount of parking available in their lots, the times and days that these lots are in use, and the amount of parking that each parcel needs during those times;
2. A detailed letter from the off-site parking owner (Lynns Regent LLC) that specifically indicates the total amount of available parking, the amount of required parking by the

- primary use for the entire week, the total amount of parking to be leased for the entire week, and the agreed upon term of the draft off-site parking lease agreement;
3. A description of the shuttle bus operations, including the proposed shuttle route and stops, the shuttle service provider, the times of its operation, and the frequency of its route; and,
 4. To demonstrate a collaborative approach with the adjacent church (Vineyard of Harvest) on resolving parking, safety, and traffic issues.

Staff has received the requested materials and they are attached to this memo.

Additionally, staff consulted with the Los Angeles County Department of Public Works ("Public Works") and the Los Angeles County Fire Department ("Fire"), and clarified several issues regarding:

1. The feasibility of using traffic calming devices (e.g. speed bumps, pedestrian crossing, etc...) on an industrial street;
2. If constructed, the effects of a sidewalk on the public right-of-way, including whether and what requirements are necessary to construct such a sidewalk;
3. The route, stops, and type of shuttle service proposed to be provided;
4. The need for a traffic study considering the cumulative impacts with the existing church across the street and this proposed project; and,
5. The use of a traffic attendant or temporary signage on the public right-of-way during church services.

ADDITIONAL COMMENTS

On April 6, 2010 and April 13, 2010, an adjacent property owner called to express opposition to the proposed project. Issues of concern included safety, traffic congestion, illegal parking by church goers on private business lots, and potential conflicts with the operations of existing businesses.

Staff has received two letters of support for the project.

STAFF EVALUATION

County staff agreed that no traffic calming devices are recommended as there is no demonstrated need, and it will increase response times for public safety officials. There is also sufficient public right-of-way for a sidewalk to be constructed (52 feet curb to curb exists plus 7 feet of parkway on each side of Commerce Pointe Drive from curb to property line). However, the construction of a sidewalk is not required as the off-site parking lot does not provide handicapped parking. Additionally, the sidewalk is one of two options in the Public Works draft conditions, and may prove cost prohibitive as the sidewalk would require the relocation of driveway aprons, utilities, and street trees all along the 1,000 feet of Commerce Pointe Drive. The shuttle service is not permitted to stop in the public right-of-way and can only stop within the private parking lots. County staff also agreed that no traffic study is necessary for this project as the peak times of use on Saturday and Sunday would mimic the regular workday rush hour and there are limited off-site impacts. No traffic attendant or temporary signage is allowed in the

public right-of-way. However, traffic attendants located within the off-site parking lot would be allowed. If the applicant would like to pursue a formal traffic attendant on Commerce Pointe Drive to direct traffic before and after church services, then they will have to pursue that option with the Los Angeles County Sherriff's Department.

The applicant, First Evangelical Church of Diamond Bar, has had two meetings with the adjacent Vineyard of Harvest Church ("VOH") to discuss working collaboratively on their traffic, parking, and safety impacts on the existing community. The meetings occurred on March 7, 2010 and March 24, 2010. Since the March 31, 2010 RPC hearing, the applicant attempted to set up a follow-up meeting with the VOH, but was unable to coordinate their schedules. A matrix of the collaboration between the two churches is attached to this memo.

Staff has updated the conditions for this project in accordance with the testimony at the March 31, 2010 RPC meeting, the materials submitted by the applicant, and the additional review of the project by DPW and Fire. Additionally, staff has requested the applicant to update the site plans to show all handicapped parking spaces at the on-site location and prepare a draft lease agreement for a full 20 years prior to hearing, which are attached. The revised site-plan shows four handicapped parking spaces at the primary use (only three handicapped parking spaces are required).

Based on all the submitted materials, staff believes that there are both pros and cons to the request:

Pros:

1. County Code allows churches by right in industrial zones;
2. The project provides the required parking dictated by the County Code;
3. The applicant has been responsive to staff as well as the requests from the RPC; and,
4. A shuttle service is offered as safe transportation from the off-site lot to the primary use.

Cons:

1. The off-site parking lot supplies approximately 80 percent of the required parking;
2. The off-site parking lot is more than 1,000 feet from the primary use, and the County Code recommends that off-site parking lots are 400 feet from any entrance of the use which they are accessory and 1,320 feet from the entrance for employees;
3. The shuttle service schedule provided to staff does not include the entire time period requested for the off-site parking lot;
4. There is no guarantee that the parishioners will use the shuttle and the shuttle service will prevent parishioners from walking down an industrial street without sidewalks; and,
5. There is no guarantee that church parishioners will follow the conditions of this approval including not utilizing overflow parking at the off-site location and not parking at other private parking lots.

RECOMMENDATION

The following recommendation is made prior to the public hearing and is subject to change based upon testimony and/or documentary evidence presented at the public hearing:

If the RPC believes that the parking permit as proposed meets the Burden of Proof and will not have a detrimental impact on the community, staff recommends the RPC continue the project and direct staff to prepare draft findings for approval.

Recommended Motion: “I move that the Regional Planning Commission continue the public hearing, and direct staff to prepare findings for approval of Parking Permit Case No. 200800008.”

If the RPC believes that the parking permit as proposed does not meet the Burden of Proof and will have a detrimental impact on the community, staff recommends the RPC continue the project and direct staff to prepare draft findings for denial.

Recommended Motion: “I move that the Regional Planning Commission continue the public hearing, and direct staff to prepare findings for denial of Parking Permit Case No. 200800008.”

Attachments:

Draft Conditions of Approval
Letters of Support
Site Plan (revised)
Weekly Parking Schedule for Off-Site Parking Spaces
Parking Matrix for Commerce Pointe Drive
Shuttle Service Schedule and Route
Draft Lease Agreement with Exhibit A
Coordination Between FECDB and VOH

SMT:GHH
4/22/2010

The grant authorizes the shared off-site parking for an existing 10,812 square foot office/warehouse building, to be converted into a church. The off-site and shared parking is provided through a lease agreement on a private parking lot approximately 1,000 feet from the subject use. The existing structure will be expanded to 12,506 square feet and converted into a church under a separate ministerial site plan review. Eighteen (18) parking spaces, including four handicapped parking spaces, are proposed on-site with 70 parking spaces proposed to be leased at the off-site location. Eighteen (18) of the 70 off-site parking spaces will be shared with a warehouse as well as an additional lease at the off-site parking lot of 40 spaces for the Vineyard of Harvest Church (21167 Commerce Pointe Drive):.

1. Unless otherwise apparent from the context, the term "permittee" shall include the applicant and any other person, corporation or other entity making use of this grant;
2. This grant shall not be effective for any purpose and cannot be used until the permittee, and the owner of the subject property if other than the permittee, have filed at the office of the Los Angeles County Department of Regional Planning ("Regional Planning") their affidavit stating that they are aware of, and agree to accept, all conditions of this grant and that the conditions have been recorded as required by Condition No. 7, and until all required fees have been paid pursuant to Condition No. 9. Notwithstanding the foregoing, this condition No. 2, and Condition Nos. 3, 4, and 5 shall be effective immediately upon final approval of this grant by the County;
3. The permittee shall defend, indemnify and hold harmless the County, its agents, officers, and employees from any claim, action, or proceeding against the County or its agents, officers, or employees to attack, set aside, void or annul this permit approval, which action is brought within the applicable time period of Government Code Section 65009. The County shall promptly notify the permittee of any claim, action, or proceeding and the County shall fully cooperate in the defense;
4. In the event that any claim, action, or proceeding as described above is filed against the County, the permittee shall within 10 days of the filing pay Regional Planning an initial deposit of \$5,000, from which actual costs shall be billed and deducted for the purpose of defraying the expenses involved in the department's cooperation in the defense, including but not limited to, depositions, testimony, and other assistance to permittee or permittee's counsel. The permittee shall also pay the following supplemental deposits, from which actual costs shall be billed and deducted:
 - a) If during the litigation process, actual costs incurred reach 80 percent of the amount on deposit, the permittee shall deposit additional funds sufficient to bring the balance up to the amount of the initial deposit. There is no limit to the number of supplemental deposits that may be

required prior to completion of the litigation; and,

- b) At the sole discretion of the permittee, the amount of an initial or supplemental deposit may exceed the minimum amounts defined herein.

The cost for collection and duplication of records and other related documents will be paid by the permittee in accordance with Los Angeles County Code ("County Code") Section 2.170.010;

5. This grant shall expire unless used within two years from the date of final approval by the County. A single one-year time extension may be requested in writing and with the payment of the applicable fee;
6. If any material provision of this grant is held or declared to be invalid, the permit shall be void and the privileges granted hereunder shall lapse;
7. Prior to the use of this grant, the property owner or permittee shall record the terms and conditions of the grant in the office of the Los Angeles County Recorder ("Recorder"). In addition, upon any transfer or lease of the property during the term of this grant, the property owner or permittee shall promptly provide a copy of the grant and its conditions to the transferee or lessee of the subject property;
8. **This grant will terminate on May 5, 2030.** This grant is for a term of up to 20 years, which consists of an initial five year term that will expire on **May 5, 2015**, unless extended for an additional five year term upon approval by the Director of Regional Planning. The Director will make the determination where the subject use or neighborhood conditions warrant a more expansive Parking Permit ("PKP") at that time. A five year review shall occur a total of four times throughout the 20-year grant term.

Entitlement to use of the property thereafter shall be subject to the regulations then in effect. At least six months prior to the expiration of this permit and in the event that the permittee intends to continue operations after such date, a new PKP application shall be filed with Regional Planning. The application shall be a request for continuance of the use permitted under this grant, whether including or not including modification to the request at that time;

9. The subject property shall be maintained and operated in full compliance with the conditions of this grant and any law, statute, ordinance, or other regulation applicable to any development or activity on the subject property. Failure of the permittee to cease any development or activity not in full compliance shall be a violation of these conditions. Prior to the use of this grant, the permittee shall deposit with the County of Los Angeles the sum of **\$1,000.00**. These monies shall be placed in a performance fund which shall

be used exclusively to compensate Regional Planning for all expenses incurred while inspecting the premises to determine the permittee's compliance with the conditions of approval, including adherence to development in accordance with the approved site plan on file. The fund provides for five biennial (once every two years) inspections. Inspections shall be unannounced;

10. If additional inspections are required to ensure compliance with the conditions of this grant, or if any inspection discloses that the subject property is being used in violation of any condition of this grant, the permittee shall be financially responsible for and shall reimburse Regional Planning for all additional inspections and for any enforcement efforts necessary to bring the subject property into compliance. The amount charged for additional inspections shall be the amount equal to the recovery cost at the time of payment (currently **\$200.00** per inspection);
11. Notice is hereby given that any person violating a provision of this grant is guilty of a misdemeanor. Notice is further given that the Regional Planning Commission or a Hearing Officer may, after conducting a public hearing, revoke or modify this grant, if the Commission or hearing officer finds that these conditions have been violated or that this grant has been exercised so as to be detrimental to the public's health or safety or so as to be a nuisance;
12. All requirements of Title 22 of the County Code and of the specific zoning of the subject property must be complied with unless specifically modified by this grant, as set forth in these conditions or shown on the approved plans;
13. All structures shall conform to the requirements of the Division of Building and Safety of the Los Angeles County Department of Public Works ("Public Works") or other appropriate agency and obtain an encroachment permit if deemed necessary;
14. These parking spaces shall be left open and available for employees and customers, and no inoperable vehicles shall be parked or stored in the required parking spaces;
15. The operating hours for the off-site parking lot shall be limited to those as submitted by the applicant (church);
16. No parking is allowed at any other off-site location other than that approved by this grant. The church shall notify all of its parishioners that parking at the off-site location is only allowed during the hours indicated by the applicants operating hours by posting a sign at the on-site and off-site parking lots;
17. The permittee shall provide individual signage or striping for each of the 70 off-site parking spaces that denote that these spaces are only for the use of

First Evangelical Church of Diamond Bar, including the times and days of their permitted use;

18. The permittee shall provide a parking attendant at the off-site parking lot during times of use (Saturday and Sunday) to direct traffic. No parking attendant or any other traffic control device such as temporary signage or traffic cones is allowed in the public right-of-way;
19. The permittee shall provide Regional Planning with a copy of its proposed policies regarding how the available parking spaces will be allocated (employees and visitors) and how those policies will be controlled and/or enforced;
20. The permittee shall maintain a valid lease between the owner of the subject property and the owner of the off-site parking lot in effect for the duration of this grant. Said lease shall be written in such a way as to prevent multiple leasing of the same spaces, cancellation of the lease without providing alternate spaces, and the shared use of 18 of the proposed off-site parking spaces; the lease shall contain other guarantees assuring continued availability of the spaces, especially in the case of sale or lease of either property to different entities.
21. The permittee shall furnish and record an agreement with the Recorder within 60 days of the approval date of this grant, as a covenant running with the land for the benefit of the County of Los Angeles, providing that should this parking permit terminate, the owner or his successor in interest will develop the parking spaces needed to bring the new use or occupancy into conformance with the requirements of Part 11 of Chapter 22.52 of the County Code at the time such new occupancy is established;
22. The permittee shall post a sign on the subject property and the off-site parking location in English, Spanish and Chinese with a contact number for the facility manager and the Regional Planning Zoning Enforcement Section (323-881-7060) for purposes of reporting any complaints related to the operation of the facility;
23. The permittee shall notify the parishioners of the church about the conditions of this approval through outreach materials including weekly announcements and information pamphlets to the satisfaction of Regional Planning.
24. The permittee shall provide adequate lighting above the entrance of the primary use. This lighting shall be of sufficient power to illuminate and make easily discernible the appearance and conduct of all persons entering or exiting the premises;
25. All parking lots and other exterior lighting at the primary use shall consist of

high energy efficient lighting and shall be hooded and directed away from neighboring properties to prevent direct illumination and glare. All exterior lighting shall be turned off within 30 minutes after conclusion of activities, with the exception of low-level sensor-activated security lighting along all pedestrian walkways leading to and from the parking lot and the property perimeter, which may remain on through the night;

26. The permittee shall maintain all landscaping in a neat, clean and healthy condition, including proper pruning, weeding, fertilizing and replacement of plants when necessary;
27. To ensure that any and all future operators of the subject property properly understand conditions of approval, the permittee shall promptly inform Regional Planning of any changes in permittee and/or ownership. New operators shall provide written affirmation of their acceptance and understanding of the conditions of the grant as required by the Director of Planning;
28. Eighty-eight (85) total parking spaces shall be required, including four total handicapped accessible spaces. Eighteen (18) total parking spaces, including four handicapped accessible parking spaces shall be provided on-site and 70 parking spaces shall be provided at the off-site parking lot location. Eighteen (18) of the 70 off-site spaces will be shared. No overflow parking is permitted under this grant at the off-site location;
29. The permittee shall use a shuttle bus to transport parishioners from the church to the off-site parking lot any time the off-site parking lot is in use. If the shuttle service is not provided, additional off-site sidewalk improvements on the south side of Commerce Pointe Drive from the proposed church to the off-site parking lot must be constructed to the satisfaction of Public Works within six months of approval. If the shuttle service is terminated in the future for any reason, or if the need arises to construct a sidewalk in response to increased safety and traffic concerns resulting from the church, the permittee shall be responsible for its construction;
30. If the shuttle service is provided by the permittee, a shuttle service plan shall be drafted and implemented to the satisfaction of Public Works and Regional Planning. The shuttle shall only make stops within the on-site and off-site parking lots. No shuttle stops are allowed within the public right-of-way;
31. The permittee shall reconstruct the existing driveway approach on Commerce Pointe Drive to implement a modified Type C driveway apron that meets current Americans with Disabilities Act requirements to the satisfaction of Public Works. Relocate any affected utilities/catch basins;
32. If required, the permittee shall obtain street plan approval or direct check

status prior to issuance of the grading permit. A review fee is required for the street improvement plan review;

33. The permittee shall execute an Agreement to Improve, as necessary, for any street improvement requirements;
34. The permittee shall verify one 6" X 4" X 2 1/2" fire hydrant, conforming to AWWA C503-75 or approved equal is installed on-site. All installations must meet Los Angeles County Fire Department ("Fire") specifications. Fire hydrant systems must be installed in accordance with the Utility Manual of Ordinance 7834 and all installations must be inspected and flow tested prior to final approval; and,
35. All fire access gates shall comply with Fire Regulation 5.

DRAFT

E-Mail Christian Supplies
145 Brea Canyon Rd.
Walnut, CA 91789
909-468-1873

March 17, 2010

County of Los Angeles Department of Regional Planning
320 West Temple Street, 13th Floor
Los Angeles, CA 90012

Re: Support for Project No. R2008-02125-(1) / Parking Permit 200800008

Dear County of Los Angeles Department of Regional Planning:

My name is Jaffina Hsu, supervisor of E-Mail Christian Supplies, a neighbor tenant of First Evangelical Church of Diamond Bar (FECDB). We sincerely support the approval of the offsite-parking permit filed under project number R2008-02125-1.

With your approval, FECDB will be able to continue to serve our community through a wide variety of services such as blood drive through partnership with The Red Cross, hosting of Community Day to provide free health checkups and financial planning services to the public, to free English classes to new immigrants, etc.

Thank you for your consideration.

Thank You,

Jaffina Hsu 

Support for Parking Permit

Date:

County of Los Angeles Department of Regional Planning
320 West Temple Street, 13th Floor
Los Angeles, CA 90012

Re: Project No. R2008-02125-(1) / Parking Permit 200800008

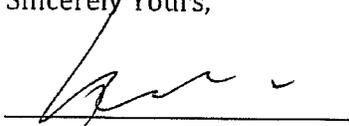
Dear County of Los Angeles Department of Regional Planning:

My name is MARY SU, a friend/neighbor tenant of First Evangelical Church of Diamond Bar (FECDB). I sincerely support the approval of the offsite-parking permit filed under project number R2008-02125-1.

With this Parking Permit approval, FECDB will be able to continue to serve our community through a wide variety of services such as blood drive through partnership with The Red Cross, hosting of Community Day to provide free health checkups and financial planning services to the public, to free English classes to new immigrants, etc.

Thank you for your consideration.

Sincerely Yours,



Signature

Walnut City Council
Title / Organization

909-595-7543
Phone / Email

April 8, 2010

First Evangelical Church of Diamond Bar (FECDB)
21138 Commerce Pointe Drive
Walnut, CA 91789

Re: Support for Project No. R2008-02125-(1) / Lynn's Parking Utilization Schedule

Dear Chairman of FECDB:

Per your request, I have outlined the below our schedule of operations and a weekly schedule of our parking utilization for your reference. I have also list out the number of parking spaces being leased to Vineyard of Harvest Church (VOH) and First Evangelical Church of Diamond Bar (FECDB).

Day of Week	Lynns Hours of Operation	Total Number of Parking Spaces at Lynns	Number of Reserved Parking Spaces for Lynns	Number of Leased Parking Spaces to VOH	Number of Leased Parking Spaces to FECDB	Number of Overflow Parking Spaces for FECDB	Total Available Parking Spaces for FECDB
Monday - Friday	8:00am – 6:00pm	153	153	40 (Wednesday Only: 7:30pm – 11:00pm)	N/A	N/A	N/A
Saturday	8:00am – 6:00pm	153	15	N/A	70 (10:00am – 10:30pm)	68	138
Sunday	N/A	153	N/A	40 (8:00am – 5:00pm)	70 (8:00am – 5:30pm)	43	113

Let me know if you have any questions.

Thank You,

Jerry Chang
Manager, Lynns Regent, Inc.

Business Name	Business Type	Address	# of Employees	# of Available Parking Spaces	Hours of Operation
Isometric Exhibit	VACANT?	21038 Commerce Point Drive Walnut, CA 91789-3051 (909) 595-1381	?	32	?
Channel Well Technologies			?	24	?
PacDent International		21078 Commerce Point Drive Walnut, CA 91789-3051 (909) 839-0888	13	18	M-F, 9-5
Eleca International	Wuhan Eleca Electronics CO., LTD was established in December 1995. It's a Sino-US joint venture, as well as export-oriented enterprise and high-tech enterprise.	21088 Commerce Point Drive Walnut, CA 91789-3051 (909) 468-1382	6	18	M-F, 7-6
MiniStar International	MiniStar International Incorporated (Est. 1993) is a manufacturer and distributor of a complete line of dietary supplement raw materials. MiniStar provides over 1,100 types of botanical extracts, minerals, oil powders, and fruit powders to customers around the world	21118 Commerce Point Drive Walnut, CA 91789-3053 (909) 598-3963	?	18	MF 8:30-5:00
Umx	Manufacturer and importer of fashion supplies (fashion buttons, buckles, chains, etc.)	21128 Commerce Point Drive Walnut, CA 91789-3053 (909) 598-9471	15	18	MF 6-7

Parking Permit - Shuttle route / Operation for FECDB Center

Shuttle operation proposed as follows:

Offsite Parking Location
Lynns Regent LLC / Capacity
70 leased spaces

Note: 1) on-site parking spaces are for handicap, guests and church administrator/staff use only for Sat. and Sunday(s) (please refer to the attached site plan).	2) Shuttle bus service will be provided in the same manner for any event on Saturday until 10:30p.m. and on Sunday until 5:30p.m.	3) 5-6 traffic ushers will direct traffic on both Saturday & Sunday.
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of Running shuttle: 4 Passenger Vans

Capacity : 4 vans x 6 p = 24 passengers

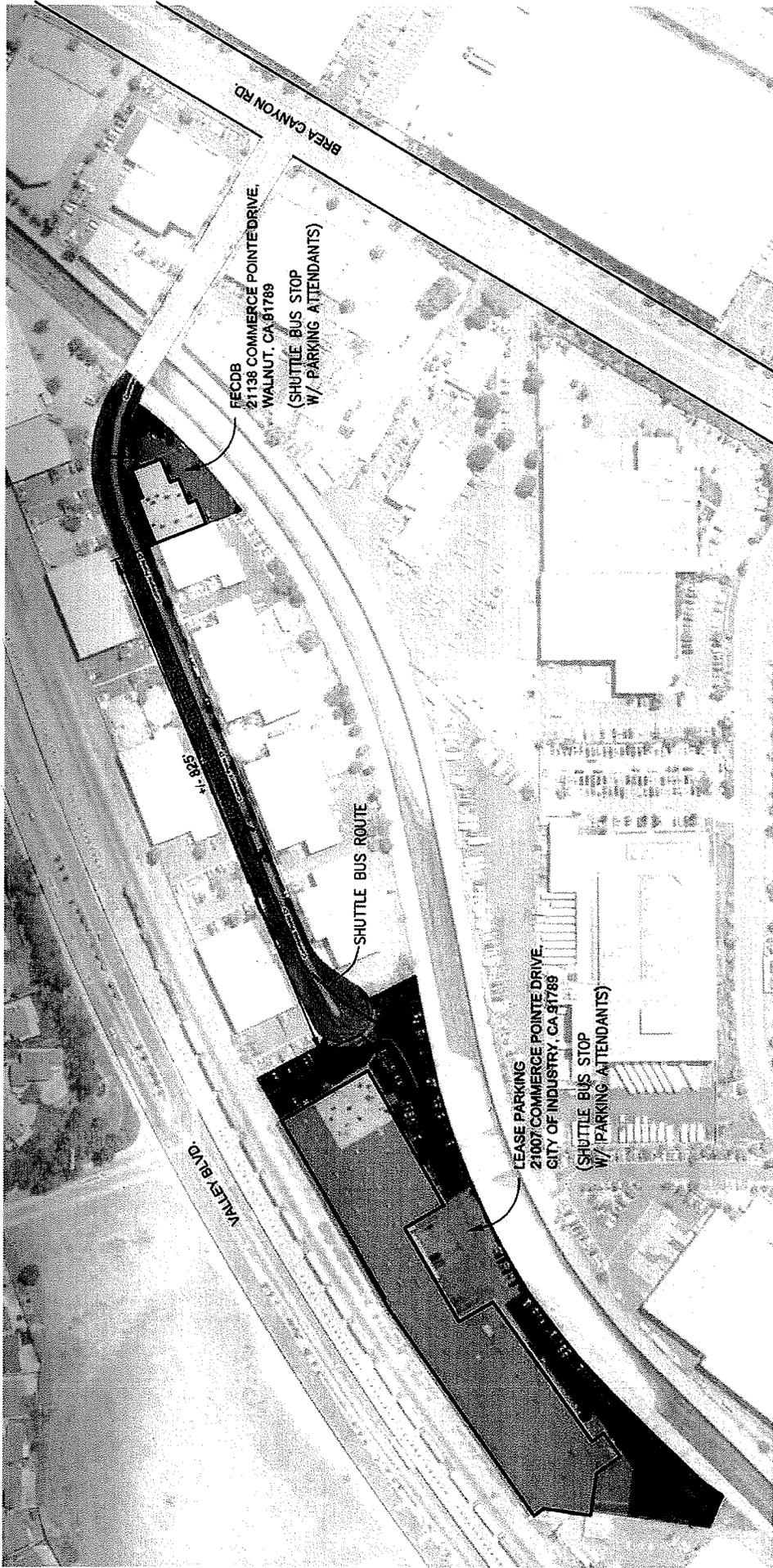
Route Running Time : 4 vans carry 24 people running within 3-4 min per trip

Date	Time			
Saturday	# 1	# 2	# 3	# 4
From 10:00 a.m. - 8:00 p.m. From Lynns to FECDB	10:00 a.m.	10:01 a.m.	10:02 a.m.	10:03 a.m.
From : 3:00 p.m. - 10:30 p.m. From FECDB to Lynns	3:00 p.m.	3:02 p.m.	3:03 p.m.	3:04 p.m.

Remark : Special Event will be held 4-6 times per year round . Each events time frames 3-4 hours estimate.

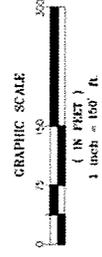
Sunday	# 1	# 2	# 3	# 4
8:30 a.m. - 9:45 a.m. From Lynns to FECDB	8:30 a.m.	8:32 a.m.	8:33 a.m.	8:34 a.m.
10:30 a.m. - 11:45 a.m. From Lynns to FECDB	10:30 a.m.	10:31 a.m.	10:32 a.m.	10:33 a.m.
12:00 p.m. - 3:00 p.m. From Lynns to FECDB	12:01 a.m.	12:02 a.m.	12:03 a.m.	12:04 a.m.
12:30 p.m. - 1:45 p.m. From FECDB to Lynns	12:30 p.m.	12:32 p.m.	12:33 p.m.	12:34 p.m.
2:00 p.m. - 5:30 p.m. From FECDB to Lynns	2:00 p.m.	2:01 p.m.	2:02 p.m.	2:03 p.m.

Remark: Sunday worship time frame 5-6 hours



First Evangelical Church of Diamond Bar
 21138 Commerce Pointe Drive, Walnut, CA 91789

April 21, 2010



K U & ASSOCIATES, INC.
ARCHITECTS

650 Camino De Gloria, Walnut, CA 91789
 Tel.: (909) 869-5828 Fax: (909) 869-5827
 www.kuassociates.com architect@kuassociates.com

PARKING LEASE (DRAFT)

THE PARKING LEASE ("Lease"), made and entered into this 31st day of March, 2010, by and between LYNNS REGENT L.L.C., a California company ("Landlord"), and First Evangelical Church of Diamond Bar, a California nonprofit religious corporation ("Tenant").

Landlord is the owner of that certain real property designated as **APN: 8760-026-030** or more commonly known as **21007 Commerce Pointe Drive, Walnut, CA 91789** (the "Property").

Landlord desires to lease to Tenant and Tenant desires to lease from Landlord a portion of the Property, consisting of parking spaces (the "Parking Areas")

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

Section 1. Lease of Premises.

Landlord leases to Tenant and Tenant leases from Landlord the Parking Areas for the term and upon the covenants, agreements, and conditions set forth herein.

Section 2. Uses.

The Parking Areas shall be used by Tenant solely for parking purposes on **Sunday (8:00 a.m. to 5:30 p.m.) and Saturday (10:00 a.m. to 10:30 p.m.)**. Parking beyond specified time will be subject to a penalty of \$100 per day. Landlord further reserved the rights to remove all vehicles from the parking lot at lessee's expenses.

Landlord expressed, there are a total of 153 parking spaces within this property.

Section 3. Term.

The Parking Areas are hereby leased to Tenant for a TWENTY (20) years (the "Term"), commencing on the 120th day after Tenant obtains Parking Permit approval from LA County Regional Planning for 21138 Commerce Pointe Drive, Walnut, CA 91789 (the "Commencement Date"), and unless sooner terminated in accordance with the terms of this Lease, terminating on twenty years thereafter (the "Termination Date"). Landlord agrees to offer option to extend another term of 20 years at the end of this lease. The offer to extend the lease for an additional 20 years does not guarantee approval by the Los Angeles County Department of Regional Planning.

(a) The right of termination may be exercisable by Tenant in the event:

- (i) Tenant sells its property interest in 21138 Commerce Pointe Dr., Walnut, CA 91789
- (ii) Tenant physically vacates from the same as above.

Section 4. Rent.

(a) In consideration hereof, Tenant covenants and agrees to pay to Landlord, commencing with the first day of the Term, rent for Premises in the amount of **\$700.00 per month** ("Rent") for 70 parking spaces specified by Landlord.

(b) Rent shall be paid to Landlord on or before the Commencement Date and on or before the first day of each successive calendar month thereafter during the Term. In the event the Term commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, then the Rent for the first and the last fractional months of the Term shall be prorated appropriately.

Section 5. Insurance.

Tenant shall procure at its expense and keep in force during the term of this term Lease, the *Property Damage and Bodily Injury Insurance*, with a combined single limit of at least One Million Dollars (\$1,000,000.00) covering the Parking Areas. All such insurance shall be on an occurrence basis. Certificates of such insurance shall be provided to Landlord prior to the Commencement Date. Landlord shall be named as *additional insured* on all such policies. Landlord agrees to provide Tenant's insurer with a Certificate of Insurance stating that the Property (including the Parking Areas) are fully covered and insured.

Section 6. Taxes and Maintenance Cost.

In addition to paying the costs in connection with the ownership, operation, and maintenance of Parking Areas, Landlord agrees to pay all real estate taxes and assessments levied upon or assessed against the Parking Areas as the same become due.

Section 7. Eminent Domain.

If all or a substantial portion of the Parking Areas shall be acquired or condemned by any governmental authority by use of eminent domain for any public or quasi-public use or purpose, or otherwise, then Tenant shall have the right to elect to remain on the balance of the Parking Areas, if any, or to terminate this Lease.

Section 8. Notices.

Any notices or communications required to be given to or by or served on the respective parties hereto may be so given or served by personal delivery or by mailing the same, property addressed and stamped, to such party or parties by United States registered or certified mail. Notice shall be effective upon delivery if given by personal delivery or two (2) days after mailing if given by registered or certified mail. Until new addresses are given, the addresses of the respective parties for the purpose of such notices or communications and for another purpose shall be:

Landlord: Attn: Mr. Jerry Chang, LYNNS REGENT L.L.C.
21007 Commerce Pointe Drive, Walnut, CA 91789

Tenant: Attn: Mr. Sam Wang, Chairman, Board of Directors
First Evangelical Church of Diamond Bar
21138 Commerce Pointe Drive, Walnut, CA 91789

Section 9. Peaceable Possession.

Landlord hereby warrants and represents that it has the authority to lease the Parking Areas and that Landlord has authorized Mr. Jerry Chang by a board resolution to execute

this Lease and that the laws and/or ordinances affecting the use of this Property do not prohibit the uses herein provided. Landlord further covenants and agrees that Tenant, upon performing and quietly observing the terms and conditions of this Lease, may peacefully hold and enjoy the Parking Areas during said term without interruption by Landlord, its successors or assigns, or any person or company lawfully claiming by or through it.

Section 10. Destruction and Damage.

- (a) In the event the Parking Areas are damaged by fire, earthquake, the elements or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty") covered by Landlord's insurance, Landlord forthwith shall repair the same, subject to the provisions of this section hereinafter set forth, if such repairs can, in Landlord's opinion, be made within thirty (30) days after such casualty, and this Lease shall remain in full force and effect except that if such damage is not result of the negligence or willful misconduct of Tenant or Tenant's employees or invitees, and abatement of rental shall be allowed Tenant for such part of the Parking Areas as shall be rendered unusable by Tenant during the time such part is so unusable.
- (b) If such repairs cannot, in Landlord's opinion, be made within (30) days of such casualty, Landlord may elect, upon notice to Tenant with five (5) days after the date if such fire or other casualty, to repair or restore such damage, in which event this Lease shall continue in full force and effect, but rental shall be partially abated as provided in this section above. If Landlord does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.

Section 11. Entire Agreement; Time of Essence; Governing Law

This Lease constitutes the entire agreement between the parties hereto. This Lease shall be binding and inure to the benefit of the parties hereto, their respective successors and assigns.

Time is of the essence with respect to the obligations to be performed under this Lease.

This Lease shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

LYNNS REGENT L.L.C.

FIRST EVANGELICAL CHURCH OF
DIAMOND BAR

By: Mr. Jerry Chang, Manager
Directors

BY: Mr. Sam Wang, Chairman, Board of

ADDENDUM TO PARKING LEASE

DATED March 31st, 2010

BY AND BETWEEN

LYNNS REGENT L.L.C. (Lessor) AND FIRST EVANGELICAL CHURCH OF DIAMOND BAR (Lessee)

Lessee Indemnification. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders, harmless from and against any and all damages, liabilities, judgments, claims, expenses, penalties and attorneys' and consultants' fee arising out of or involving the termination of this lease by Lessor.

Payment. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lessee), on or before the day on which it is due. Rent for any period during the term hereof which is for less than one full calendar month shall be presented based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agree to pay to Lessor the sum of \$25.00 in addition to any late charges which may be due.

Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this lessee, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall pay to Lessor a one-time late charge equal to 10% each such overdue amount or \$100.00 whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge that a late charge is payable hereunder, whether or not collected, for 3 consecutive Installments of Base Rent, then notwithstanding any provision of this Lessee to the contrary. Based Rent shall, at Lessor's option, become due and payable quarterly in advance.

Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due as to scheduled payments (such as Base Rent) or within 30 days following the date on which it was due for non-scheduled payment, shall bear interest from the date when due, as to scheduled payments, or 31st day after it was due as to non-scheduled payment. The interest ("Interest") charged shall be equal to the prime rate reported in the Wall Street Journal as published doesn't prior to the date when due plus 4%, but shall not exceed the maximum rate allowed by law interest is payable in addition to the potential late charge provided for Paragraph **Late Charges**.

Estoppel Certificates

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

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lessee in the full force and effect without modification except as may be represented by the Requesting Party, (ii) there no uncured in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrances may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.

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

AGREED AND ACCEPTED:

LESSOR:

LYNNS REGENT L.L.C.

BY: _____

Jerry Chang, Manager

LESSEE:

FIRST EVANGELICAL CHURCH OF
DIAMOND BAR

BY: _____

Sam Wang, Chairman, Board of Directors

DATE: _____

DATE: _____

Meetings and Discussions between FECDB and VOH

Date / Time	Event	Purpose	Attendees
Sunday, March 7, 2010 3:00pm – 4:30pm VOH Library	Rev. Wong and Building Team visited with Senior Pastor of VOH	<ul style="list-style-type: none"> - Informed VOH about our upcoming 3/31 public hearing - Request for a meeting between key leaders of two churches to discuss and answer any questions or concerns over FECDB parking permit application. 	<p>FECDB: Rev. Albert Wong, Sam Wang and Philip Chung</p> <p>VOH: Rev. Kenneth Kwan and wife, and TJ</p>
Wednesday, March 24, 2010 9:00pm – 11:00pm FECDB Community Center	Key leaders from FECDB and VOH to review and address parking concerns	<ul style="list-style-type: none"> - Informed VOH about our request for Public Hearing Continuance to allow FECDB to work with our neighboring tenants and VOH on any raised parking issues and concerns - Updated VOH about our leasing agreement for the required off-site parking spaces and high level shuttle operations and logistics for our community services and worship schedule. - Informed VOH about our experience of having traffic ushers in the past 10 years to minimize any potential parking conflicts and concerns - Brainstormed on possible solutions between both churches ability to share resources to better minimize parking issues - Brainstormed on the opportunity to synchronized each church worship schedule to minimize traffic flow and parking conflicts - Brought up the idea of sharing of parking spaces with each other for future growth 	<p>FECDB: Rev. Albert Wong, Sam Wang, Philip Chung, Janet Ho, Jackson Chan, Eric Kang, Tom Lau, Peter Kung</p> <p>VOH: Rev. Kenneth Kwan, TJ, Jake, Albert, Ching, Scott, June</p>

			<p>- Both churches agreed that continuous communication and dialogue are needed to complete the above tasks and parking concerns</p>	
Wednesday, March 31, 2010	Sam Wang left voicemail for Rev Kwan of VOH		To request for a follow-up meeting to further understand their concerns being raised at the 3/31 Public Hearing	
Friday, April 2, 2010	Letter of Response from VOH		A letter was sent by Rev. Kwan of VOH for acknowledging and agreeing to our request for a follow-up meeting.	
Week of May 5 th , 2010	Sam Wang contacted Sofia of VOH via telephone		Sofia is the assistant to Rev. Kwan of VOH and informed Sam that the next two weeks is not possible to gather their leaders to meet with FECDB due to Spring Break vacation.	
Friday, April 16, 2010	Sam Wang contacted Sofia of VOH via telephone		Sofia informed Sam that some leaders returned but others have left for vacation next week. She is still working on everyone's schedule and thinks that the week of April 26 is a possibility.	
Wednesday, April 21, 2010	Sam Wang emailed Sofia		To obtain an update from Sofia on firming up the meeting schedule and has not yet heard back.	