



Los Angeles County  
Department of Regional Planning

*Planning for the Challenges Ahead*



Richard J. Bruckner  
Director

April 29, 2010

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

FROM: 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**  
**SUPPLEMENTAL INFORMATION**

**PROJECT BACKGROUND**

The Parking Permit ("PKP") would allow shared off-site 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.

**PROJECT UPDATE**

In the memo to the Commission dated April 22, 2010, staff indicated as a Con that the shuttle schedule did not provide service for the entire time that the off-site parking lot would be in use (Saturday 10:00 AM-10:30PM and Sunday 8:30 AM-5:30PM). The applicant provided staff with a revised shuttle service schedule to clarify that the shuttle will be provided on an as needed basis for the entire time that the off-site parking lot is to be in use. The revised schedule is provided as an attachment to this memo.

Additionally, the applicant provided staff with a signed lease agreement with the off-site parking lot owner. Previously, the applicant had only provided staff with a draft lease agreement. The signed lease agreement is also provided as an attachment to this memo.

**CORRESPONDANCE**

On April 27, 2010, staff received a letter of support from the Herald Community center. And on April 28, 2010, the applicant submitted a letter of support from Lynns Regent LLC, the owner of the off-site parking lot, dated March 24, 2010. To date, a total of four support letters and 12 opposition letters have been submitted for this project.

SMT:GHH

Attachments:

Revised Shuttle Service Schedule

Updated and signed Lease Agreement with the off-site parking lot owner

Support Letter (Herald Community Center)

Support Letter (Lynns Regent LLC)

Parking Permit - Shuttle route / Operation for FECDB Center

**Proposed Shuttle Operation**

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 passengers running within 3-4 minute per trip**

Date	Time				Remark
	# 1	# 2	# 3	# 4	
Saturday					
From 10:00 a.m. - 10:30 p.m.	Run as needed	Run as needed	Run as needed	Run as needed	See notes below
Sunday					
From : 8:30 p.m. - 5:30 p.m.	Run as needed	Run as needed	Run as needed	Run as needed	See notes below

**Notes:**  
 Prior to commencement of event, all 4 vans will be at Lynns, the off-site parking facility, ready for passenger pick-up.  
 Prior to conclusion of event, all 4 vans will be at FECDB, ready to transfer passengers to Lynns.  
 In-between event, two of the 4 vans will be stationed each at FECDB and Lynns, ready for operation as needed.

## PARKING LEASE

THE PARKING LEASE ("Lease"), made and entered into this 31<sup>st</sup> 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 120<sup>th</sup> 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, properly 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**

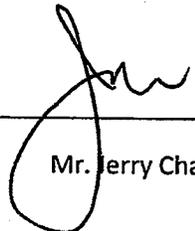
This Lease constitutes the entire agreement between the parties hereto. This Lease shall be binding and inure to the benefit of the parties hereto, their respective successors and assigns.

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

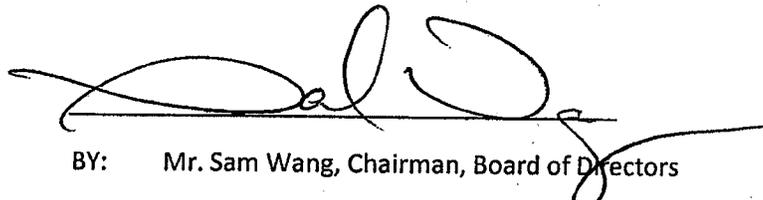
This Lease shall be governed by and construed in accordance with the laws of the State of California.

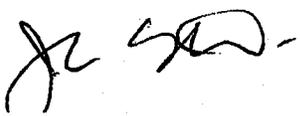
IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

LYNNS REGENT L.L.C.

  
\_\_\_\_\_  
By: Mr. Jerry Chang, Manager

FIRST EVANGELICAL CHURCH OF DIAMOND BAR

  
\_\_\_\_\_  
BY: Mr. Sam Wang, Chairman, Board of Directors



**ADDENDUM TO PARKING LEASE**

**DATED March 31<sup>st</sup>, 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 reached 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 resolved by Lessor within 5 days after such amount shall be due, than, 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, than notwithstanding any provision of this Lessee to the contrary. Based Rent shall, at Lessor's option, become sue 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 31<sup>st</sup> 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.

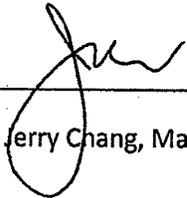
(c) If Lessor desires to finance, refinance, or sell the Premises, or may part thereof. Lessee and all Guarantors shall deliver to any potential lender or purchaser designated by Lessor such financial statements may be reasonably required by such lender or purchaser, including but not limited to Lessee's 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

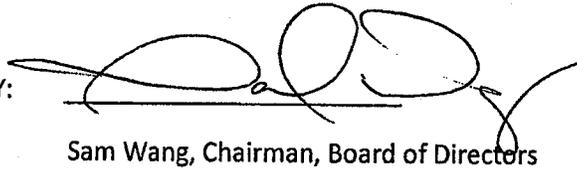
DATE:

3-31-2010

LESSEE:

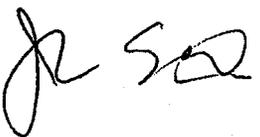
FIRST EVANGELICAL CHURCH OF DIAMOND BAR

BY:

  
\_\_\_\_\_  
Sam Wang, Chairman, Board of Directors

DATE:

3-31-2010



角聲社區中心  
**Herald Community Center**  
715 E. Mission Road, San Gabriel, CA 91776

Tel: (626) 286-2600  
Fax: (626) 286-2486  
e-mail: LA@cchc.org  
http://www.cchc.org

Herald Community Center – East San Gabriel Office  
19267 Colima Road, #J,  
Rowland Heights, CA 91748



April 19, 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:

On behalf of the Herald Community Center, we strongly support the approval of the offsite-parking permit for First Evangelical Church of Diamond Bar (FECDB) filed under project number R2008-02125-1. Ever since its establishment, FECDB has not only conducted religious service, it also provides many services to the community, such as in the area of youth education and family enrichment.

Herald Community Center has been providing a wide variety of community, educational, and health services to the residents in the San Gabriel Valley since 1992. Our Rowland Heights office was found 3 years ago, to order to provide service to the people in the east San Gabriel Valley. In the recent years, we have the privilege to partner with FECDB to co-host events and leverage their facility and resources to help the community.

With the parking permit approval, FECDB will not only able to continue to serve the residents in their neighborhood but also greatly enrich their local community through their generosity and charitable works.

Thank you for your consideration.

Yours Sincerely,

Rev. David Lee  
Superintendent

# Lynns Regent L.L.C.

21007 Commerce Pointe Dr.  
City of Industry, CA 91789  
Tel: (909)595-7700 Fax: (909)595-3923  
Email: JerryChang@Lynns.com

March 24, 2010

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

**Re: Support for Project No. R2008-02125-(1) / Parking Permit 200800008 and Leased Parking Space Utilization**

Dear Chairman of FECDB:

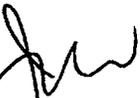
This letter is to inform you that we have reviewed and agreed with your above referenced Parking Permit application for off-site parking at Lynns Regent L.L.C. located at 21007 Commerce Pointe Drive, Walnut, CA 91789.

We also sincerely support the approval of the offsite-parking permit filed under project number R2008-02125-1.

Also, pursuant to our "Parking Lease" agreement which will be executed between Lynns Regent L.L.C. and First Evangelical Church of Diamond Bar on March 30, 2010, below is the total number of designated and overflow parking spaces available for your utilization:

Day of Week	Hours of Use	Total Number of Parking Spaces at Lynns	Number of Reserved Parking Spaces for Lynns	Number of Leased Parking Spaces to FECDB	Number of Overflow Parking Spaces for FECDB	Total Available Spaces for FECDB
Saturdays	10:00am - 10:30pm	153	10	70	68	138
Sundays	8:00am - 5:30pm	153	5	70	43	113

Sincerely,



Jerry Chang  
Manager  
909-595-7700 x 108  
909-595-3923 Fax