

CUTP

105-75

CASE NO. CUP-105-75

Name of Applicant Larson Pizza Enterprises, Inc.

Address 1101 Embarcadero Rd., Palo Alto, Ca. 94303

Phone (415) 321-4760

Name of Applicant's Representative Bruce Monzulla - Vice President

Address Same

Phone Same

Applicant Interviewed By D. G. Application By D. G.

Date Filed 10/28/75 Hearing Date 11/19/75

PERTINENT FACTS:

11

PLANNING COMMISSION ACTION

Approved _____ Hearing Date _____

Denied _____

DWP _____ RES. NO. _____

Date Appealed _____

CITY COUNCIL ACTION

Approved _____ Hearing Date _____

Denied _____

DWP _____ RES. NO. _____

Returned to P.C. _____ Ord No. _____

PLANNING COMMISSION RECONSIDERATION

Approved _____ Hearing Date _____

Denied _____

DWP _____ RES. NO. _____

CITY COUNCIL FINAL ACTION

Approved _____ Hearing Date _____

Denied _____

DWP _____ RES. NO. _____

ORD. NO. _____

ZONING ADMINISTRATOR ACTION

Approved _____ Hearing Date _____

Denied _____ DEC. NO. _____

Date Appealed _____

ADMINISTRATIVE ACTION

Approved _____ Hearing Date _____

LATER ACTION:



Application No. CUP-105-75
 A. P. No. 89-253-12
 Filing Date 10-28-75
 Hearing Date 11-19-75
 Analyst D. GUNDERMAN
 Referred To POLICE
 FIRE
 WATER
 SANITARY DIST.
 TRAFFIC
 BUILDING

FILE COVER SHEET

APPLICATION FOR CONDITIONAL USE PERMIT
 CITY OF GARDEN GROVE

LARSON PIZZA ENT., INC. 1101 EMBARCADERO RD., PALO ALTO, CA (415) 321-4760
 Applicant Mailing Address Phone No.
 BRUCE MONZULLA SAME
 Agent Mailing Address Phone No.

TO PERMIT

THE ESTABLISHMENT OF A 2,100 SQUARE FOOT PIZZA RESTAURANT TO OPERATION UNDER A STATE ALCOHOLIC BEVERAGE CONTROL LICENSE, TYPE "ON SALE BEER PUBLIC PREMISE" IN ACCORDANCE WITH MUNICIPAL CODE SECTION 9208 (RESTAURANTS (2)) ON PROPERTY ZONED C-1, LIMITED COMMERCIAL. THE CITY HAS DETERMINED THIS ACTION TO BE CATEGORICALLY EXEMPT FROM THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT BECAUSE IT DOES NOT CONSTITUTE A PROJECT.

All in accordance with the attached plot plan which is hereby made a part hereof. In any case of conflict between the language of this Application and the plot plan, the plot plan shall prevail.

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Location of Property: Southwest corner of Chapman Ave. and Euclid St. at 12071 Euclid St.

Present Use of Property: Shopping Center

Adjoining Property Owned or Leased by Applicant: no

FINAL ACTION	
Dented _____	Approved _____
DWP _____	Withdrawn _____
Date _____	
Res. # _____	
Ord. # _____	
Dec. # _____	
DS-0014-10/75	

Bruce Manzulla
 Signature of Applicant or his Agent *VICE President*

Signature of Property Owner or his Agent

No. CUP-105-75

EXCERPT FROM ARTICLE IX OF THE MUNICIPAL CODE
OF THE CITY OF GARDEN GROVE, CALIFORNIA

Section 9219.12. EFFECTIVE DATE OF ORDER GRANTING OR DENYING VARIANCE, CONDITIONAL USE PERMIT, UNCLASSIFIED USE PERMIT OR SITE PLAN. TIME FOR APPEAL. The order granting or denying a variance, conditional use permit, unclassified use permit, or site plan shall become final and effective seven (7) days after the order, unless within such seven (7) day period an appeal in writing is filed with the City Clerk by either an applicant or opponent. The filing of such appeal within such time limit shall stay the effective date of the order until such time as the City Council has acted on the appeal as hereafter set forth in this Chapter.

Section 9221.3. FEE FOR APPEAL. A fee of \$25.00 shall be charged for the appeal of a variance, conditional use permit, unclassified use permit or site plan.

NOTE: Evidence not presented to the Planning Commission or Zoning Administrator in connection with this case will not be considered by the City Council. All maps, petitions, plans, testimony, and other facts or opinions must have been heard by the Planning Commission or Zoning Administrator in order to be heard by the City Council.

Any new evidence which you desire to submit must be presented as part of a new application for which the normal filing fees will be charged. The new application will be heard by the Planning Commission or Zoning Administrator in the manner set forth in the Garden Grove Municipal Code.

Section 9223.1. SITE PLANS, VARIANCES OR PERMITS MAY BE REVOKED. The Planning Commission or Zoning Administrator, as the case may be, may, after a public hearing held in the manner prescribed in Part 19 governing variances, conditional use permits and unclassified use permits or as prescribed in Part 20 governing site plans, revoke or modify on any one or more of the following grounds any site plan, variance, conditional use permit or unclassified use permit previously issued:

- a. That the approval was obtained by fraud.
- b. That the use approved by a variance, conditional use permit or unclassified use permit has ceased to exist or has been suspended for one year or more.
- c. That the site plan, variance, conditional use permit or unclassified use permit is being, or recently has been, exercised contrary to the terms or conditions of such approval, or in violation of any statute, ordinance, law or regulation.
- d. That the approved site plan, variance, conditional use permit or unclassified use permit was so exercised as to be detrimental to the public safety or so as to constitute a public nuisance.

Section 9223.2. EXPIRATION. Any site plan, variance, conditional use permit or unclassified use permit granted becomes null and void if not exercised within the time specified in the approval of said site plan, variance, conditional use permit, or unclassified use permit, or if no date is specified, within one (1) year from the date of approval of said site plan, variance, conditional use permit or unclassified use permit. In no case shall the Planning Commission or Zoning Administrator specify a time period exceeding three (3) years.

I HEREBY CERTIFY that I have read and understand the information contained in this application.

By Bruce Manzulla
(Signature of Applicant) vice President

Date _____

RECORDS REGISTERED BY

BYRON SAJE

31032

RECORD NO. 1111577 949

RECORD NO. REGISTERED
SAVED TITLE INS. CO.

Order No. _____
Serial No. _____
WHEN RECORDED MAIL TO
UNION BANK
O. Dec 1957
Orange, California 92667
Agent: S. S. Lopez, L. Krass

\$1.00
C3

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA
JAN 25 12 PM 1958
& TITLE CENTER, ORANGE, CALIF.

SPACE ABOVE THIS LINE FOR RECORDED USE

ASSIGNMENT OF REAL PROPERTY LEASE

The value received, Colored and hereby will, assign, transfer and set over to UNION BANK, hereinafter called "Bank", that certain Lease Agreement for the lease of real property commonly known as the SAC Chapman and Euclid, Orange Grove, Orange County, California.

and hereby described as: That portion of the following described real estate as specified in the above lease:

AS PER EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

Handwritten: 32-4-10 87-253-12

EXHIBIT "A"

Portion of the North one-half of the Northeast quarter of the Northeast quarter of Section 32, Township 4 South, Range 10 West, partly in the Rancho Las Palmas, Rancho Los Alamitos, and Rancho Los Coyotes, as shown on a map recorded in book 51, page 10 of Miscellaneous Maps, records of Orange County, California, and being situated in the City of Garden Grove in said County and State, and being more particularly described as follows:

Commencing at the centerline intersection of Euclid Avenue and Chapman Avenue as shown on Tract No. 1646, as per map recorded in book 47, page 33, of Miscellaneous Maps, records of said County, thence along the centerline of Chapman Avenue, South 59° 41' 40" West 330.91 feet to the westerly prolongation of the East line of said Tract No. 1646; thence along said prolongation and along said tract line South 0° 53' 17" East 32.53 feet to the True Point of Beginning, thence, continuing along said tract line, South 0° 53' 10" East 607.76 feet to the North line of Tract No. 1617, as a map recorded in book 46, page 43 of Miscellaneous Maps, records of said County, thence along said North line of Tract No. 1617, South 29° 49' 10" West 475.76 feet to a line parallel with and 26.00 feet Westerly at right angles from the centerline of said Euclid Avenue thence along said parallel line, North 0° 47' 10" West 433.20 feet to a line parallel with and 225.00 feet Southerly at right angles from the centerline of said Chapman Avenue thence along said parallel line South 0° 43' 20" West 160.00 feet to a line parallel with and 210.00 feet Westerly at right angles from the centerline of Euclid Avenue thence along said parallel line North 0° 47' 10" West 175.00 feet to a line parallel with and 50.00 feet Southerly at right angles from the centerline of said Chapman Avenue thence along said parallel line South 0° 41' 40" West 333.53 feet to the True Point of Beginning.



Dated January 29, 1974 entered into by and between Santa Anita Development Corporation, a California corporation

between parties called the "Lessor" and P.M.S., Inc., a California corporation

known as the "Lessee", together with all covenants and terms due and to become due hereunder.

CG-200 (REV. 10-20-60) 20-2000

RECORDS SECTION
MAY 20 1974
LOCATOR
POSTER
AP. 100
COMPARE
M

THIS LEASE, made and entered into this 15 day of September, 1975

by and between SANTA ANITA DEVELOPMENT CORPORATION, a California corporation
and LARSON PIZZA ENTERPRISES, INC. dba., Round Table Pizza

hereinafter respectively referred to as Landlord and Tenant, without regard to number or gender.

WITNESSETH:

1. USE. The Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, for purpose of conducting thereon a pizza restaurant, Tenant also has the right to sell beer and wine for on-premises consumption only so long as said beer and wine sale are an incidental part of those certain premises with appurtenances described as hereinafter set forth. Tenant's business,

2. PREMISES. The premises leased to Tenant, together with appurtenances, are hereinafter referred to as the "demised premises" and are situated in the City of Garden Grove

County of Orange, State of California, and are the premises outlined in red on the plot of the shopping center attached hereto as Exhibit A. The demised premises shall

have a frontage of thirty-five (35) feet (said measurement being from center of partition to center of partition with respect to interior storerooms and from center of partition to outside wall with respect to end locations), and a depth of sixty (60) feet (outside dimensions).

3. TERM. The term of this lease shall be for a period of fifteen (15) years. *The term of this lease, and Tenant's obligation to pay rent, shall commence on the earlier of the following dates; (a) the date which is thirty (30) days after the Landlord notifies the Tenant in writing that the demised premises are ready for fixturation, or (b) the date on which Tenant shall open the demised premises for business to the public. Should such earlier date not occur on the first day of a calendar month, the term hereunder shall begin on the first day of the next succeeding calendar month. In that event, however, the Tenant shall pay rent for the fractional month on a per diem basis (calculated on the basis of a thirty-day month) until the first day of the month when the term hereunder commences (but the percentage rent shall be paid in accordance with Article 48 hereof), and thereafter the minimum rent shall be paid in equal monthly installments on the first day of each and every month in advance.

Landlord and Tenant hereby agree that in the event the demised premises are not completed and possession delivered to Tenant on or before two years from the date of this lease, then and in that event this lease shall be deemed null and void, have no further force or effect, and any security deposit made herewith shall be promptly returned to the Tenant, and the parties shall have no further obligation to each other. *shall commence on September 1, 1975, however, Tenant's obligation to pay rent commences on December 1, 1975.

4. RENTAL.

A. Guaranteed Minimum Monthly Rental. Tenant shall pay to Landlord during the term of this lease as minimum monthly rental for the demised premises the sum of

TEN HUNDRED FIFTY DOLLARS AND NO/100----- (\$1,050.00) Dollars

per month, which sum shall be paid in advance on the first day of each calendar month. All rental to be paid by Tenant to Landlord shall be in lawful money of the United States of America and shall be paid without deduction or offset, prior to notice or demand at the address designated in Article 30. Any rent payment not paid within fifteen (15) days of its due date shall be subject to a five (5%) percent late charge.

B. Percentage Rental.

(i) In addition to the minimum guaranteed monthly rental hereinabove agreed to be paid by Tenant, Tenant shall and will pay to Landlord at the time and in the manner herein specified an additional rental in an amount equal to five (5) percent of the amount of Tenant's gross sales made in, upon or from the demised premises during each month of the term hereof, less the aggregate amount of the minimum guaranteed monthly rental previously paid by Tenant for said month.

(ii) Within ten (10) days after the end of each calendar month of the term hereof,

(Rev. 11/73)

Tenant shall have the option to extend this lease for one additional five (5) year term upon the same terms and conditions set forth in the lease, and specifically including Article 39 hereof. Tenant shall notify landlord in writing of tenant's exercise of this option to extend at least six (6) months prior to the expiration of the initial term of this lease.

INITIAL
LSJ

1 commencing with the tenth day of the month following the commencement of rentals (as hereinabove provided),
2 and ending with the tenth day of the month next succeeding in the last month of the lease term, Tenant shall
3 furnish to Landlord a statement in writing, certified by Tenant to be correct, showing the total gross sales made
4 in, upon, or from the demised premises during the preceding calendar month, and shall accompany each such
5 statement with a payment to Landlord equal to said percentage of the total monthly gross sales made in, upon,
6 or from the demised premises during each calendar month, less the minimum guaranteed rent for each such
7 calendar month, if previously paid.

8
9 (a) The term "gross sales" as used in this lease shall include the entire gross receipts
10 of every kind and nature from sales and services made in, upon, or from the demised premises, whether upon
11 credit or for cash, in every department operating in the demised premises, whether operated by the Tenant or
12 by a subtenant or subtenants, or by a concessionaire or concessionaires, excepting therefrom any rebates and/or
13 refunds to customers and the amount of all sales tax receipts which has to be accounted for by Tenant to any
14 government or governmental agency. Sales upon credit shall be deemed cash sales and shall be included in
15 the gross sales for the period in which the merchandise is delivered to the customer, whether or not title to the
16 merchandise passes with delivery.*

17
18 (b) The Tenant shall keep full, complete and proper books, records and accounts of its
19 daily gross sales, both for cash and on credit, of each separate department and concessionaire at any time
20 operated in the demised premises. The Landlord and its agents and employees shall have the right at any and
21 all times, during regular business hours, to examine and inspect all of the books and records of the Tenant,
22 including any sales tax reports pertaining to the business of the Tenant conducted in, upon or from the demised
23 premises, for the purpose of investigating and verifying the accuracy of any statement of gross sales. The
24 Landlord may once in any lease year cause an audit of the business of gross sales previously made to Landlord shall be
25 accountant of Landlord's selection, and if the statement of gross sales previously made to Landlord shall be
26 found to be inaccurate then and in that event, there shall be an adjustment and one party shall pay to the
27 other on demand such sums as may be necessary to settle in full the accurate amount of said percentage rent
28 that should have been paid to Landlord for the period or periods covered by such inaccurate statement or
29 statements. If said audit shall disclose an inaccuracy of greater than 2% error with respect to the amount of
30 gross sales reported by Tenant for the period of said report, then the Tenant shall immediately pay to Landlord
31 the cost of such audit; otherwise, the cost of such audit shall be paid by Landlord. If such audit shall disclose
32 any willful or substantial inaccuracies this lease may thereupon be cancelled and terminated, at the option of
33 Landlord.

under-
statement

34
35 5. REAL ESTATE TAXES. In addition to all rentals herein reserved, Tenant shall pay to
36 Landlord an amount equal to the amount by which, if any, annual real estate taxes and assessments levied upon
37 the demised premises together with a prorata share of the parking and common area of the shopping center
38 exceed a sum determined by multiplying the total square footage contained in the demised premises by Thirty
39 (30¢) Cents. Such amount shall be payable within ten (10) days after receipt of a semi-annual statement to be
40 sent by Landlord to Tenant setting forth the amount of such tax excess.

41
42 In the event the demised premises together with a prorata share of the parking and common area are not
43 separately assessed, the applicable taxes and assessments shall be determined by the ratio that the floor area of
44 the demised premises, including mezzanine, if any, bears to the total floor area, including mezzanines, of the
45 building or buildings which includes the demised premises and for which a separate assessment is made. In the
46 event such separate assessment does not reflect a prorata share of the parking and common area based upon the
47 ratio of building to parking and common area shown on the attached Exhibit A an appropriate adjustment shall
48 be made.

49
50 Any such tax excess for the year in which this lease commences or ends shall be apportioned and
51 adjusted. With respect to any assessment which may be levied against or upon the demised premises and which
52 under the laws then in force, may be evidenced by improvement or other bonds, payable in annual installment
53 only the annual payments on said assessment shall be included in computing Tenant's obligation for taxes and
54 assessments. In no event shall the bonds or assessments exceed one hundred dollars
55 (\$100.00) a year accumulative.

56 The term "real estate taxes" as used herein shall be deemed to mean all taxes imposed upon the real
57 property and permanent improvements constituting the demised premises, and all assessments levied against said
58 premises, but shall not include personal income taxes, personal property taxes, inheritance taxes, or franchise
59 taxes levied against the Landlord, but not directly against said property, even though such taxes shall become
60 a lien against said property.

61
62 6. PERSONAL PROPERTY TAXES. During the term hereof Tenant shall pay prior to
63 delinquency all taxes assessed against and levied upon fixtures, furnishings, equipment and all other personal
64 property of Tenant contained in the demised premises, and when possible Tenant shall cause said fixtures,
65 furnishings, equipment and other personal property to be assessed and billed separately from the real property
66 of Landlord. In the event any or all of the Tenant's fixtures, furnishings, equipment and other personal
67 property shall be assessed and taxed with the Landlord's real property, the Tenant shall pay to Landlord its
68 share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting
69 forth the amount of such taxes applicable to the Tenant's property.

70
(Rev. 11/73)

* Sales from vending machines shall be excluded from the term "gross sales" as used herein
so long as said sales are an incidental part of tenant's business.



1 7. CONSTRUCTION. ~~Landlord agrees that it will, at its sole cost and expense,~~
2 execution of this lease, commence and pursue to completion the construction of the improvements to be erected
3 by ~~Landlord~~ ~~shown on the attached Exhibit B.~~ Tenant agrees to accept the demised premises
4 in an "as is" condition. Landlord agrees to contribute to Tenant the sum of Five Thousand*

5 8. PARKING AND COMMON FACILITIES. Landlord covenants that the common and
6 parking areas of the shopping center of which the demised premises are a part shall be available for the non-
7 exclusive use of Tenant during the full term of this lease or any extension of the term hereof, provided that the
8 condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such
9 common and parking areas shall not constitute a violation of this covenant. Landlord reserves the right to
10 change the entrances, exits, traffic lanes and the boundaries and locations of such parking area or areas. This
11 lease shall be subordinate to any agreement existing as of the date of this lease or subsequently placed upon the
12 real property of which the demised premises are a part, which agreement provides for reciprocal easements and
13 restrictions pertaining to the common and parking areas, and in the event of conflict between the provisions of
14 such agreement and this lease, the provisions of said agreement shall prevail. Provided, however, nothing
15 therein shall cause the Tenant to pay a greater share of the common area maintenance cost than herein provided,
16 and provided further that there shall at all times be maintained common and parking areas of not less than two
17 (2) square feet of common and parking area for each square foot of ground floor building area within the
18 shopping center.

19
20 A. Prior to the date of Tenant's occupation of the demised premises, Landlord shall cause said
21 common and parking area or areas to be graded, blacktopped, lighted and appropriately marked and landscaped
22 at no expense to Tenant, and shall cause the same to be maintained in good condition and repair during the
23 entire term hereof.

24
25 B. The Landlord shall keep or cause to be kept said automobile parking and common areas in a
26 neat, clean and orderly condition, properly lighted and landscaped, and shall repair any damage to the
27 facilities thereof, but all expenses in connection with said automobile parking and common areas shall be
28 charged and prorated in the manner hereinafter set forth. It is understood and agreed that the phrase "expenses
29 in connection with said automobile parking and common areas" as used herein shall be construed to include,
30 but not be limited to, all sums expended by Landlord in connection with said automobile parking and common
31 areas for all general maintenance and repairs, resurfacing, painting, restriping, cleaning, sweeping and
32 janitorial services; planting and landscaping; lighting and other utilities; directional signs and other markers
33 and bumpers; personnel to implement such services and to police the automobile parking and common areas;
34 required fees or charges levied pursuant to any governmental requirements; adequate public liability and
35 property damage insurance on the automobile parking and common areas (which shall be carried and
36 maintained by Landlord and under which Tenant shall be named as an additional insured); and a fee equal
37 to ten (10%) percent of said costs to Landlord for Landlord's supervision of said automobile parking and
38 common areas.

39
40 Landlord agrees to furnish to Tenant a statement itemized in reasonable detail setting forth the total
41 expenses for the automobile parking and common areas for the previous three (3) calendar months, said
42 statement to be furnished as soon as reasonably possible following the expiration of said quarterly period
43 (i.e., March 31, June 30, September 30, and December 31). Tenant agrees to pay to Landlord Tenant's
44 prorata share of such expenses within ten (10) days after the receipt of said statement. Tenant's prorata share
45 of the total expenses for the previous three month period shall be that portion of all of such expenses which is
46 equal to the proportion thereof which the number of square feet of gross floor area in the demised premises bears
47 ~~to the total number of square feet of gross floor area of building, which have been completed~~ in the shopping
48 center as of the commencement of each quarterly period. There shall be appropriate adjustment of Tenant's
49 share of the automobile parking and common area expenses as of the commencement and expiration of the term
50 of this lease. The term "gross floor area" as used herein shall be deemed to mean the ground floor in either
51 the demised premises or any other buildings in the shopping center, with measurements to be from outside of
52 exterior walls and from center of interior separation partitions.

53
54 C. Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and
55 subtenants, shall have the non-exclusive right in common with Landlord, and other present and future owners,
56 tenants and their agents, employees, customers, licensees and subtenants, to use said common and parking
57 areas during the entire term of this lease, or any extension thereof, for ingress and egress, roadway, sidewalk
58 and automobile parking, provided however Tenant and Tenant's employees shall park their automobiles in those
59 areas designated for employee parking, or at Landlord's written request shall park their automobiles outside of
60 the shopping center.

61
62 D. The Tenant, in the use of said common and parking areas, agrees to comply with such
63 reasonable rules and regulations as the Landlord may adopt from time to time for the orderly and proper
64 operation of said common and parking areas.

65
66 9. USES PROHIBITED. Tenant shall not use, or permit said premises, or any part thereof, to
67 be used for any purpose or purposes other than the purpose or purposes for which said premises are hereby leased;
68 and no use shall be made or permitted to be made of said premises, nor acts done, which will increase the
69 existing rate of insurance upon the building in which said premises may be located (once said rate is established),
70 or cause a cancellation of any insurance policy covering said building or any part thereof, nor shall Tenant sell



*\$5,000.00 Dollars toward to construction of Tenant's leasehold improvements, said amount to be paid to Tenant within Thirty (30) days after completion of Tenant's interior improvements provided said construction has been completed lien free.

1 or permit to be kept, used or sold in or about said premises any article which may be prohibited by standard form
2 of fire insurance policies. Tenant shall, at his sole cost, comply with any and all requirements, pertaining to
3 the use of said premises, of any insurance organization or company necessary for the maintenance of reasonable
4 fire and public liability insurance, covering said building and appurtenances. In the event Tenant's use of the
5 premises, as recited in Article 1 hereof, results in a rate increase for the building of which the demised premises
6 are a part, Tenant shall pay annually on the anniversary date of this lease, as additional rent, a sum equal to
7 that of the additional premium occasioned by said rate increase.

8
9 **10. ALTERATIONS.** Tenant shall not make, or suffer to be made, any alterations of the demised
10 premises, or any part thereof, without the prior written consent of Landlord, and any additions to, or alterations
11 of, said premises, except movable furniture and trade fixtures shall become at once a part of the realty and
12 belong to Landlord.

13
14 **11. MAINTENANCE AND REPAIR.** Tenant shall, subject to Landlord's obligations hereinafter
15 after provided, at all times during the term hereof, and at Tenant's sole cost and expense, keep, maintain and
16 repair the building and other improvements upon the demised premises in good and sanitary order and condition
17 (except as hereinafter provided) including without limitation, the maintenance and repair of any store front,
18 doors, window casements, glazing, heating and air conditioning system (if any), plumbing, pipes, electrical
19 wiring and conduits. Tenant hereby waives all right to make repairs at the expense of Landlord, and if the
20 demised premises are located in the State of California Tenant hereby waives all rights provided for by Section
21 1941 of the Civil Code of the State of California to make said repairs. By entering into the demised premises
22 Tenant shall be deemed to have accepted the demised premises as being in good and sanitary order, condition
23 and repair and Tenant agrees on the last day of said term or sooner termination of this lease to surrender the
24 demised premises with appurtenances, in the same condition as when received, reasonable use and wear thereof
25 and damage by fire, act of God or by the elements excepted. Tenant shall periodically sweep and clean the
26 sidewalks adjacent to the demised premises, as needed.*

27
28 Landlord shall, subject to Tenant's reimbursement as herein provided, maintain in good repair the
29 exterior walls, roof and sidewalks. Tenant agrees that it will not, nor will it authorize any person to, go
30 onto the roof of the building of which the demised premises are a part without the prior written consent of
31 Landlord. Said consent will be given only upon Landlord's satisfaction that any repairs necessitated as a
32 result of Tenant's action will be made by Tenant at Tenant's expense and will be made in such a manner so as
33 not to invalidate any guarantee relating to said roof. Landlord shall not be required to make any repairs to
34 the exterior walls, roof and sidewalks unless and until Tenant has notified Landlord in writing of the need for
35 such repairs and Landlord shall have had a reasonable period of time thereafter to commence and complete said
36 repairs. Tenant shall reimburse Landlord for its prorata share of the cost of said repairs and maintenance
37 incurred by Landlord, said prorata share to be determined according to the area of the demised premises as it
38 relates to the total area of the building which contains the demised premises.

39
40 **12. COMPLIANCE WITH LAWS.** Tenant shall, at his sole cost and expense, comply with
41 all of the requirements of all municipal, state and federal authorities now in force or which may hereafter be
42 in force pertaining to the use of said premises, and shall faithfully observe in said use all municipal ordinances
43 and state and federal statutes now in force or which shall hereinafter be in force. The judgment of any court
44 of competent jurisdiction, or the admission of Tenant in any action or proceeding against Tenant, whether
45 Landlord be a party thereto or not, that Tenant has violated any such order or statute in said use, shall be
46 conclusive of that fact as between the Landlord and Tenant, excluding ABC violations resulting
47 in a fine not exceeding five hundred dollars (\$500) or a suspension not exceeding
48 ten (10) days.

49 Tenant shall not commit, or suffer to be committed, any waste upon the demised premises, or any
50 nuisance or other act or thing which may disturb the quiet enjoyment of any other Tenant in the building in
51 which the demised premises may be located.

52 **13. INSURANCE.** Landlord shall maintain fire and extended coverage insurance throughout
53 the term of this lease in an amount equal to at least ninety (90%) percent of the replacement value of
54 the building which includes the demised premises, together with such other insurance as may be required by
55 Landlord's lender or by any governmental agency. Tenant hereby waives any right of recovery from Landlord,
56 its officers and employees, and Landlord hereby waives any right of recovery from Tenant, its officers or employ-
57 ees, for any loss or damage (including consequential loss) resulting from any of the perils insured against in the
58 standard form fire insurance policy with extended coverage endorsement. Tenant agrees to pay to Landlord its
59 prorata share of the cost of said insurance to be determined by the relationship that the gross floor area of the
60 demised premises bears to the total gross floor area of the building or buildings for which such policy relates.

61
62 **14. INDEMNIFICATION OF LANDLORD - LIABILITY INSURANCE BY**
63 **TENANT.** Tenant, as a material part of the consideration to be rendered to Landlord under this lease,
64 hereby waives all claims against Landlord for damage to goods, wares and merchandise, in, upon or about said
65 premises and for injuries to persons in or about said premises, from any cause arising at any time; and Tenant
66 will hold Landlord exempt and harmless from any damage or injury to any person, or the goods, wares, and
67 merchandise of any person, arising from the use of the premises by Tenant, or from the failure of Tenant to
68 keep the premises in good condition and repair, as herein provided.

69
70 During the entire term of this lease, the Tenant shall, at the Tenant's sole cost and expense, but for

(Rev. 8/74)

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* Tenant shall have the benefit of any construction warranties existing relating to the demised premises.

**except in the case of emergency repairs,



1 the mutual benefit of Landlord and Tenant, maintain general public liability insurance against claims for
2 personal injury, death or property damage occurring in, upon or about the demised premises and on any
3 sidewalks directly adjacent to the demised premises. The limitation of liability of such insurance shall be not
4 less than One Hundred Thousand and No/100 (\$100,000.00) Dollars in respect to injury or death of one person
5 and to the limit of not less than Three Hundred Thousand and No/100 (\$300,000.00) Dollars in respect to any
6 one accident and to the limit of not less than Twenty-Five Thousand and No/100 (\$25,000.00) Dollars in
7 respect to property damage. All such policies of insurance shall be issued in the name of Tenant and Landlord
8 and for the mutual and joint benefit and protection of the parties, and such policies of insurance or copies
9 thereof shall be delivered to the Landlord.

10
11 15. FREE FROM LIENS. Tenant shall keep the demised premises and the property in which the
12 demised premises are situated free from any liens arising out of any work performed, material furnished, or
13 obligation incurred by Tenant.

14
15 16. ABANDONMENT. Tenant shall not vacate or abandon the demised premises at any time
16 during the term of this lease; and if Tenant shall abandon, vacate or surrender the demised premises or be
17 dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the demised
18 premises shall be deemed to be abandoned, at the option of Landlord, except such property as may be
19 mortgaged to Landlord.

20
21 17. SIGNS AND AUCTIONS. Tenant shall not place or permit to be placed any projecting
22 sign, marquee or awning on the exterior or windows of the demised premises without the prior written consent of
23 Landlord. Landlord shall have the right to approve the type and size, location and color of all signs which
24 Tenant desires to use or place in or upon the exterior or windows of the demised premises. Tenant shall not
25 display or sell merchandise outside the defined exterior walls and permanent doorways of the demised premises.

26
27 Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the demised
28 premises, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of
29 creditors or pursuant to any bankruptcy or other solvency proceeding.

30
31 18. UTILITIES. Tenant shall pay before delinquency all charges for water, gas, heat, electricity,
32 power, telephone service and all other services of utilities used in, upon, or about the demised premises by
33 Tenant or any of its subtenants, licensees, or concessionaires during the term of this lease. If any utility is not
34 separately metered Tenant agrees to reimburse Landlord for the cost of said service.

35
36 19. ENTRY AND INSPECTION. Tenant shall permit Landlord and his agents to enter into
37 and upon the demised premises at all reasonable times for the purpose of inspecting the same or for the purpose
38 of maintaining the building in which said premises are situated, or for the purpose of making repairs, alterations
39 or additions to any other portion of said building, including the erection and maintenance of such scaffolding,
40 canopy, fences and props as may be required, or for the purpose of posting notices of non-liability for
41 alterations, additions or repairs, or for the purpose of placing upon the property in which the premises are
42 located any usual or ordinary "For Sale" signs. Landlord shall be permitted to do any of the above without
43 any rebate of rent and without any liability to Tenant for any loss of occupation or quiet enjoyment of the
44 premises thereby occasioned.* Tenant shall permit Landlord, at any time within thirty (30) days prior to the
45 expiration of this lease, to place upon said premises any usual or ordinary "For Lease" signs and during such
46 thirty (30) day period Landlord or his agents may, during normal business hours, enter upon said premises and
47 exhibit same to prospective Tenants.

48
49 20. DAMAGE AND DESTRUCTION OF PREMISES. In the event of (a) partial
50 destruction of said premises or the building containing same during said term which requires repairs to either
51 said premises or said building, or (b) said premises or said building being declared unsafe or unfit for occupancy
52 by any authorized public authority for any reason other than Tenant's act, use or occupation, which declaration
53 requires repairs to either said premises or said building, Landlord shall forthwith make said repairs provided
54 Tenant gives to Landlord thirty (30) days written notice of the necessity therefor. No such partial destruction
55 (including any destruction necessary in order to make repairs required by any declaration made by any public
56 authority) shall in any wise annul or void this lease except that Tenant shall be entitled to a proportionate
57 reduction of minimum guaranteed rental while such repairs are being made, such proportionate reduction to be
58 based upon the extent to which the making of such repairs shall interfere with the business carried on by Tenant
59 in said premises. However, if during the last four years of the term of this lease the building is damaged as a
60 result of fire or any other insured casualty to an extent in excess of twenty-five (25%) percent of its then
61 replacement cost, (excluding foundation(s)), Landlord may within thirty (30) days following the date such
62 damage occurs terminate this lease by written notice to Tenant. If Landlord, however, elects to make said
63 repairs, and provided Landlord uses due diligence in making said repairs, this lease shall continue in full force
64 and effect and the minimum guaranteed rental shall be proportionately reduced as hereinabove provided. If
65 Landlord elects to terminate this lease all rentals shall be prorated between Landlord and Tenant as of the date
66 of such destruction.

67
68 The foregoing to the contrary notwithstanding, if the building is damaged or destroyed at any time during
69 the term hereof to an extent of more than twenty-five (25%) percent of its then replacement cost (excluding
70 foundations(s)) as a result of a casualty not insured against, Landlord may within thirty (30) days following the

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* unless said repairs or maintenance by Landlord materially interferes with Tenant's business.
**and any other charges



1 date of such destruction terminate this lease upon written notice to Tenant. If Landlord does not elect to so
2 terminate because of said uninsured casualty, Landlord shall promptly rebuild and repair said premises and
3 Tenant's rental obligation shall be proportionately reduced as hereinabove provided.
4

5 In respect to any partial destruction (including any destruction necessary in order to make repairs
6 required by any such declaration of any authorized public authority) which Landlord is obligated to repair or
7 may elect to repair under the terms of this Article 20, Tenant waives any statutory right it may have to cancel
8 this lease as a result of such destruction.
9

10 **21. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this lease, or any interest
11 therein, and shall not sublet the demised premises or any part thereof, or any right or privilege appurtenant
12 thereto, or permit any other person (the agents and servants of Tenant excepted) to occupy or use the demised
13 premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent shall
14 not be unreasonably withheld. Consent by Landlord to one assignment, subletting, occupation or use by
15 another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or
16 use by another person. Consent to an assignment shall not release the original named Tenant from liability
17 for the continued performance of the terms and provisions on the part of Tenant to be kept and performed,
18 unless Landlord specifically releases the original named Tenant from said liability. Any assignment or sub-
19 letting without the prior written consent of Landlord shall be void, and shall, at the option of Landlord
20 terminate this lease. Neither this lease nor any interest therein shall be assignable, as to the interest of
21 Tenant, by operation of law, without the prior written consent of Landlord.
22

23 **22. DEFAULT.** If Tenant fails to make any payment required by the provisions of this lease,
24 when due, or fails within thirty (30) days after written notice thereof to correct any breach or default of the
25 other covenants, terms or conditions of this lease, or if Tenant breaches this lease and abandons the property
26 before the end of the term, Landlord shall have the right at any time thereafter to elect to terminate said lease
27 and Tenant's right to possession thereunder. Upon such termination, Landlord shall have the right to recover
28 against Tenant:

29 A. The worth at the time of award of the unpaid rent which had been earned at the time of
30 termination;

31 B. The worth at the time of award of the amount by which the unpaid rent which would have
32 been earned after termination until the time of award exceeds the amount of such rental loss that the Tenant
33 proves could have been reasonably avoided;

34 C. The worth at the time of award of the amount by which the unpaid rent for the balance of
35 the term after the time of award exceeds the amount of such rental loss that the Tenant proves could be
36 reasonably avoided; and

37 D. Any other amount necessary to compensate the Landlord for all the detriment proximately
38 caused by Tenant's failure to perform its obligations under the lease or which in the ordinary course of things
39 would be likely to result therefrom.
40

41 The "worth at the time of award" of the amounts referred to in subparagraphs A and B above shall be
42 computed by allowing interest at ten (10%) percent per annum. The worth at the time of award of the amount
43 referred to in subparagraph C shall be computed by discounting such amount at the discount rate of the Federal
44 Reserve Bank of San Francisco at the time of award plus one (1%) percent.
45

46 Such efforts as Landlord may make to mitigate the damages caused by Tenant's breach of this lease shall
47 not constitute a waiver of Landlord's right to recover damages against Tenant hereunder, nor shall anything
48 herein contained affect Landlord's right to indemnification against Tenant for any liability arising prior to the
49 termination of this lease for personal injuries or property damage, and Tenant hereby agrees to indemnify and
50 hold Landlord harmless from any such injuries and damages, including all attorney's fees and costs incurred by
51 Landlord in defending any action brought against Landlord for any recovery thereof, and in enforcing the terms
52 and provisions of this indemnification against Tenant.
53

54 Notwithstanding any of the foregoing, the breach of this lease by Tenant, or an abandonment of the
55 demised premises by Tenant, shall not constitute a termination of this lease, or of Tenant's right of possession
56 hereunder, unless and until Landlord elects to do so, and until such time Landlord shall have the right to
57 enforce all of its rights and remedies under this lease, including the right to recover rent, and all other
58 payments to be made by Tenant hereunder, as it becomes due; provided, however, that until such time as
59 Landlord elects to terminate this lease, and Tenant's right of possession hereunder, Tenant shall have the
60 right to sublet the demised premises or to assign its interests in this lease, or both, subject only to the written
61 consent of Landlord, which consent shall not be unreasonably withheld.
62

63 As security for the performance by Tenant of all of its duties and obligations hereunder, Tenant does
64 hereby assign to Landlord the right, power and authority, during the continuance of this lease, to collect the
65 rents, issues and profits of the demised premises, reserving unto Tenant the right, prior to any breach or default
66 by it hereunder, to collect and retain said rents, issues and profits as they become due and payable. Upon any
67
68
69
70

1 such breach or default, Landlord shall have the right at any time thereafter, without notice except as provided
2 for above, either in person, by agent or by a receiver to be appointed by a court, enter and take possession of
3 said demised premises and collect such rents, issues and profits, including those past due and unpaid, and apply
4 the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any
5 indebtedness secured hereby, and in such order as Landlord may determine.

6
7 The parties hereto agree that acts of maintenance or preservation or efforts to release the premises, or
8 the appointment of a receiver upon the initiative of the Landlord to protect its interests under this lease shall
9 not constitute a termination of Tenant's right of possession for the purposes of this paragraph unless accompanied
10 by a written notice from Landlord to Tenant of Landlord's election to so terminate.

11
12 **23. INSOLVENCY OF TENANT.** Tenant agrees that in the event all or substantially all
13 of its assets be placed in the hands of a receiver or trustee, and in the event such receivership or trusteeship
14 ~~continue for a period of ~~xxx~~ days,~~ or should Tenant make an assignment for the benefit of creditors, or be
15 adjudicated a bankrupt, or should Tenant institute any proceedings under any state or federal bankruptcy act
16 wherein Tenant seeks to be adjudicated a bankrupt, or seeks to be discharged of its debts, or should any
17 voluntary proceeding be filed against such Tenant under such bankruptcy laws and Tenant consents thereto or
18 acquiesces therein by pleading or default, then this lease or any interest in and to the demised premises shall
19 not become an asset in any of such proceedings and, in any of such events and in addition to any and all rights
20 or remedies of Landlord hereunder or as provided by law, it shall be lawful for Landlord at his option to declare
21 the term hereof ended and to re-enter the demised premises and take possession thereof and remove all persons
22 therefrom and Tenant shall have no further claim therein or hereunder.

23
24 **24. SURRENDER OF LEASE.** The voluntary or other surrender of this lease by Tenant, or a
25 mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, terminate all or
26 any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to him
27 of any or all of such subleases or subtenancies.

28
29 **25. SALE OF PREMISES BY LANDLORD.** In the event of any sale of the demised
30 premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any
31 and all of its covenants and obligations contained in or derived from this lease arising out of any act,
32 occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or
33 any subsequent sale of the demised premises shall be deemed, without any further agreement between the
34 parties or their successors in interest or between the parties and any such purchaser, to have assumed and
35 agreed to carry out any and all of the covenants and obligations of the Landlord under this lease.

36
37 **26. HOURS OF BUSINESS.** Subject to the provisions of Article 20 hereof, Tenant shall
38 continuously during the entire term hereof conduct and carry on Tenant's business in the demised premises and
39 shall keep the demised premises open for business and cause Tenant's business to be conducted therein during
40 the usual business hours of each and every business day as is customary for businesses of like character in the
41 city in which the demised premises are located to be open for business; provided, however, that this provision
42 shall not apply if the demised premises should be closed and the business of Tenant temporarily discontinued
43 therein on account of strikes, lockouts or similar causes beyond the reasonable control of Tenant or closed for
44 not more than three (3) days out of respect to the memory of any deceased officer or employee of Tenant, or
45 the relative of any such officer or employee. Tenant shall keep the demised premises adequately stocked with
46 merchandise, and with sufficient sales personnel to care for the patronage, and to conduct said business in
47 accordance with sound business practices.

48
49 ~~In the event of breach by the Tenant of any of the conditions in this Article contained, the Landlord~~
50 shall have, in addition to any and all remedies herein provided, the right at its option to collect not only the
51 minimum rent herein provided, but additional rent at the rate of one-thirtieth (1/30) of the minimum monthly
52 rent herein provided for each and every day that the Tenant shall fail to conduct its business as herein provide
53 said additional rent shall be deemed to be in lieu of any percentage rent that might have been earned during
54 ~~each period of the Tenant's failure to conduct its business as herein provided.~~

55
56 **27. ATTORNEY'S FEES.** If Landlord ~~is~~ involuntarily made a party defendant ~~to~~ any litigation ~~or~~ Landlord
57 concerning this lease or the demised premises by reason of any act or omission of Tenant, then, Tenant shall
58 hold harmless Landlord from all liabilities by reason thereof, including reasonable attorneys' fees and all costs
59 incurred by Landlord in such litigation. ~~or Landlord~~
60 or Tenant

61 If either Landlord or Tenant shall commence any legal proceedings against the other with respect to any
62 of the terms and conditions of this lease, the non-prevailing party therein shall pay to the other all expenses of
63 said litigation, including a reasonable attorneys' fee as may be fixed by the court having jurisdiction over the
64 matter.

65
66 **28. SECURITY DEPOSIT.** Tenant contemporaneously with the execution of this lease, has
67 deposited with Landlord the sum of TEN HUNDRED FIFTY AND NO/100 (\$ 1,050.00) Dollars
68 receipt of which is hereby acknowledged by Landlord, said deposit being given to secure the faithful
69 performance by the Tenant of all of the terms, covenants, and conditions of this lease by the Tenant to be
70



kept and performed during the term hereof. Tenant agrees that if the Tenant shall fail to pay the rent herein reserved promptly when due, said deposit may, at the option of the Landlord (but Landlord shall not be required to) be applied to any rent due and unpaid, and if the Tenant violates any of the other terms, covenants, and conditions of this lease, said deposit shall be applied to any damages suffered by Landlord as a result of Tenant's default to the extent of the amount of the damages suffered.

Nothing contained in this Article 28 shall in any way diminish or be construed as waiving any of the Landlord's other remedies as provided in Article 22 hereof, or by law or in equity. Should the entire security deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable to Landlord by Tenant hereunder, then Tenant shall, on the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said security deposit to its original amount, and Tenant's failure to do so within fifteen (15) days after receipt of such demand, shall constitute a breach of this lease. Should Tenant comply with all of the terms, covenants, and conditions of this lease and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by Tenant to Landlord hereunder, said security deposit shall be returned in full to Tenant at the end of the term of this lease, or upon the earlier termination of this lease pursuant to the provisions of Article 20 hereof, except in the event the demised premises are sold as a result of the exercise of any power of sale under any mortgage or deed of trust, in which event this lease shall be automatically amended to delete any reference to this Article 28, and Tenant shall be entitled to immediate reimbursement of its security deposit from the party then holding said deposit.

29. **HOLDING OVER.** Any holding over after the expiration of the term of this lease, with the consent of Landlord, shall be construed to be a tenancy from month to month, cancellable upon thirty (30) days written notice, and at a rental and upon terms and conditions as existed during the last year of the term hereof.

30. **NOTICES.** Whenever in this lease it shall be required or permitted that notice and demand be given or served by either party to this lease to or on the other, such notice or demand shall be given or served and shall not be deemed to have been duly given or served unless in writing and forwarded by certified mail, addressed as follows:

TO: Landlord
AT: Post Office Box 1880
Newport Beach, California 92660

TO: Tenant
AT: 1101 Embarcadero Road
Palo Alto, Calif. 94303

TELEPHONE: (714) 644-6440

TELEPHONE: - (415) 321-4760

Either party may change such address by written notice by certified mail to the other.

31. **SUCCESSORS IN INTEREST.** The covenants herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

32. **TENANT'S PERFORMANCE.** In the event Tenant shall fail within any time limits which may be provided herein to complete any work or perform any other requirements provided to be performed by Tenant prior to the commencement of the term hereof, or in the event Tenant shall cause a delay in the completion of any work, Landlord may send Tenant written notice of said default and if said default is not corrected within ten (10) days thereafter, Landlord may by written notice prior to the curing of said default* terminate this lease. Landlord shall be entitled to retain as liquidated damages all deposits made hereunder and such improvements as Tenant may have annexed to the realty that cannot be removed without damage thereto.

33. **FORCE MAJEURE.** If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this Article 33 contained shall excuse Tenant from the prompt payment of any rental or other charge* required of Tenant hereunder except as may be expressly provided elsewhere in this lease.

34. **PARTIAL INVALIDITY.** If any term, covenant or provision of this lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereof.

35. **MARGINAL CAPTIONS.** The various headings and numbers herein and the grouping of the provisions of this lease into separate articles and paragraphs are for the purpose of convenience only and

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* start collecting rent or any other charges called for under this Lease for a sixty (60) day period, after said sixty (60) day period has expired Landlord may
* * * prior to the commencement of the term of this lease



1 shall not be considered a part hereof.

2
3 36. TIME. Time is of the essence of this lease.

4
5 37. SUBORDINATION, ATTORNMENT. This lease, at Landlord's option, shall be
6 subordinate to the lien of any first deed of trust or first mortgage subsequently placed upon the real property
7 of which the demised premises are a part, and to any and all advances made on the security thereof, and to
8 all renewals, modifications, consolidations, replacements and extensions thereof; provided, however, that as
9 to the lien of any such deed of trust or mortgage Tenant's right to quiet possession of the premises shall not be
10 disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the
11 provisions of this lease, unless this lease is otherwise terminated pursuant to its terms. If any mortgagee,
12 trustee or ground lessor shall elect to have this lease prior to the lien of its mortgage, deed of trust, or ground
13 lease, and shall give written notice thereof to Tenant, this lease shall be deemed prior to such mortgage, deed
14 of trust, or ground lease, whether this lease is dated prior or subsequent to the date of said mortgage, deed of
15 trust or ground lease or the date of recording thereof.

16
17 In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power
18 of sale under any mortgage or deed of trust made by the Landlord covering the demised premises, Tenant shall
19 attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under
20 this lease.

21
22 Within ten (10) days after request therefor by Landlord, or in the event that upon any sale, assignment,
23 or hypothecation of the demised premises or the land thereunder by Landlord, an offset statement and/or finan-
24 cial statement shall be required from Tenant, Tenant agrees to deliver in recordable form a certificate addressed
25 to any such proposed mortgagee or purchaser or to the Landlord certifying that this lease is in full force and
26 effect (if such be the case) and that there are no differences or offsets thereto or stating those claimed by Tenant

27
28 38. REVISION OF EXHIBIT A. It is understood and agreed that the plot plan attached
29 hereto as Exhibit A is preliminary and that prior to the commencement of the term hereof Landlord may revise
30 said plot plan and change the location of the Tenant's demised premises, provided however, relocation of
31 Tenant's demised premises shall be subject to Tenant's approval. In the event Tenant does not approve said
32 relocation Tenant may cancel this lease, in which event any security deposit or prepaid rent paid by Tenant
33 shall be refunded to Tenant.

34
35 39. COST OF LIVING ADJUSTMENT. Upon each fifth anniversary date of the
36 commencement of the term of this lease, the Guaranteed Minimum Monthly Rental shall be changed to an
37 amount that bears the same relationship to the original Guaranteed Minimum Monthly Rental stated herein
38 which the consumer price index for the month in which said adjustment occurs bears to the index for the month
39 in which the term of this lease commences. However, in no event shall the rent be reduced below the original
40 Guaranteed Minimum Monthly Rental. The consumer price index to be used is the Consumer Price Index - All
41 Items, for the united States, published monthly by the United States Department of Labor, in which 1967
42 equals 100. If said Consumer Price Index is no longer published at the adjustment date, it shall be constructed
43 by conversion tables included in such new index.

44
45 40. RENTAL TAX. Tenant shall pay to Landlord any and all excise, privilege and other taxes,
46 other than net income and estate taxes levied or assessed by any federal, state or local authority upon the
47 rent received by Landlord hereunder, and Tenant shall bear any business tax imposed upon Landlord by any
48 governmental authority which is based or measured in whole or in part by amounts charged or received by
49 Landlord from Tenant under this lease, provided the Tenant shall pay only the amount of such business tax
50 that would be payable by Landlord if the demised premises were the only property of the Landlord.

51
52 41. CONDEMNATION. In the event of a condemnation or a transfer in lieu thereof fifteen
53 (15%) percent or more of the demised premises is taken, or in the event as a result of such taking or transfer in
54 lieu thereof Landlord is unable to provide the parking required by Article 8 hereof, Landlord or Tenant may,
55 upon written notice given within thirty (30) days after such taking or transfer in lieu thereof, terminate this
56 lease. Tenant shall not be entitled to share in any portion of the award. Tenant shall, however, have the
57 right to claim and recover from the condemning authority any amounts necessary to reimburse Tenant for the
58 unamortized value of its leasehold improvements.

59
60 42. TERMINATION. In the event Tenant does not obtain the necessary approvals from
61 the Department of Alcoholic Beverage Control Agency to sell beer and wine within the demised
62 premises within sixty (60) days from the date of this lease, Tenant shall have the right to terminate
63 this lease by giving written notification to Landlord. In the event Landlord does not receive

64 IN WITNESS WHEREOF, the parties have duly executed this lease together with the herein referred
65 to Exhibits which are attached hereto, the day and year first above written.

66 SANTA ANITA DEVELOPMENT CORPORATION,
67 a California corporation

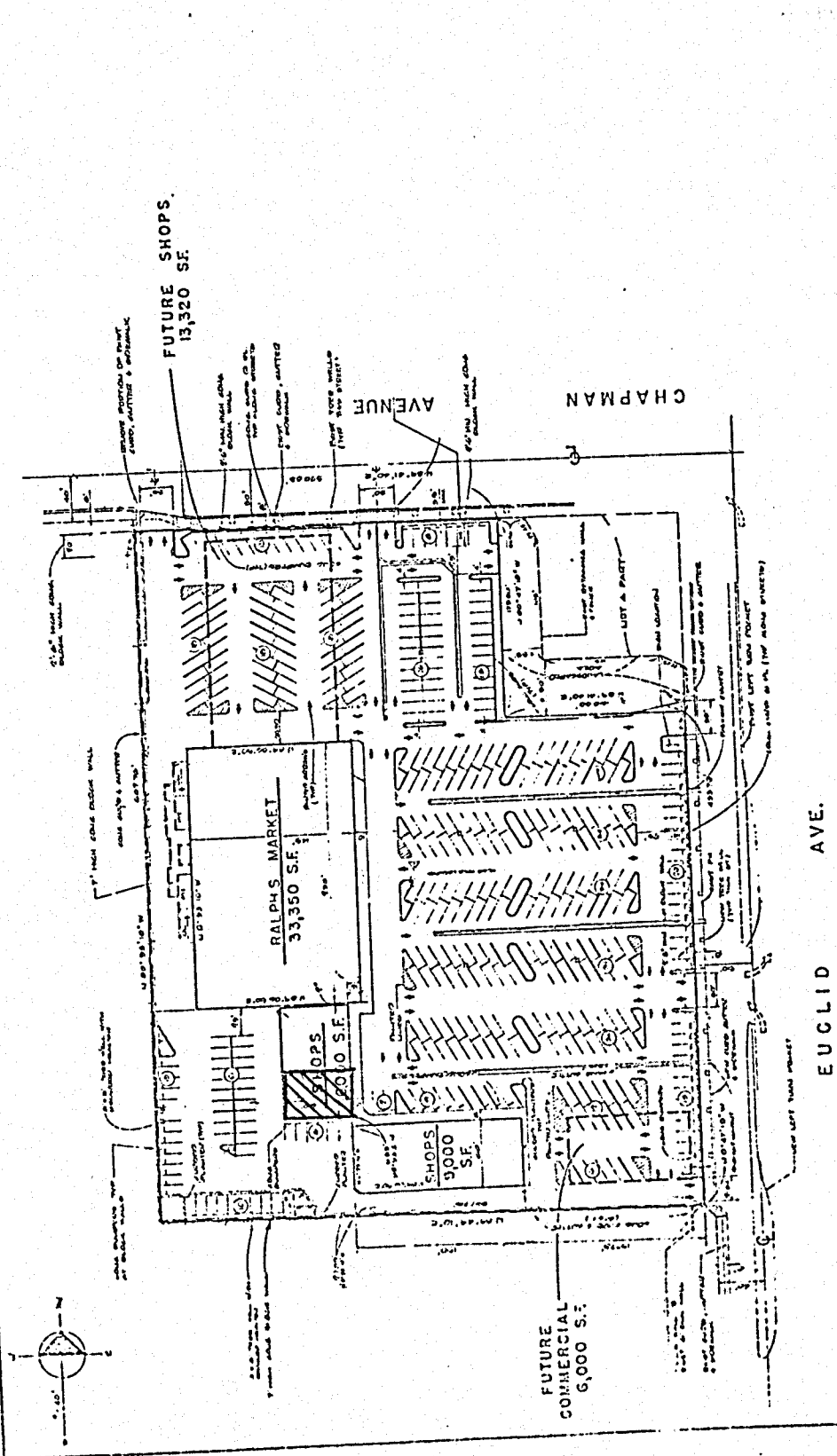
68 LARSON PIZZA ENTERPRISES, INC.

69 By Arn K. Youngman, President Landlord

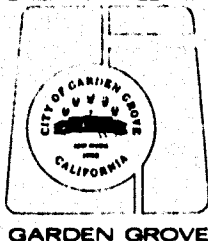
69 By Bruce S. ...
70 _____ Tenant

71 (Rev. 8/74)
72 written notification of said termination within sixty (60) days, this lease shall be deemed in
73 full force and effect.

74 43. Wherever Landlords or Tenants consent is required under this Lease such consent
75 shall not be unreasonably withheld.



SITE SUMMARY
 1111 12th St. San Francisco, Calif. 4
 RALPHS CENTER
 PLOT PLAN
 SHEET NO. 2



CITY OF GARDEN GROVE, CALIFORNIA

11391 ACACIA PARKWAY, GARDEN GROVE, CALIFORNIA 92640

PUBLIC WORKS AND DEVELOPMENT DEPARTMENT
Development Services Division

(714) 638-6831

APPLICATION FOR:

FEE:

SITE PLAN

\$ 50.00

VARIANCE

\$100.00

CONDITIONAL USE PERMIT

\$200.00

UNCLASSIFIED USE PERMIT

\$200.00

OCT 28-75 11 124 H --- 200.00

GARDEN GROVE

NAME OF APPLICANT: LARSON PIZZA ENT INC TELEPHONE: (415) 221-4760

MAILING ADDRESS: 1101 Embarcadero Palo Alto Calif 94303

NAME OF RECORDED OWNER: Santa Anita Development Corp TELEPHONE: 714-644-6440

MAILING ADDRESS: 363 MICHEL DR NEW RIVER BEACH CALIF
92660

STATUS OF THE APPLICANT (CHECK ONE)

RECORDED OWNER OF THE PROPERTY

PURCHASING OR ESCROW SUBJECT TO CASE APPROVAL

LESSEE

AUTHORIZED AGENT OF ONE OF THE ABOVE

IF YOU ARE NOT THE RECORDED OWNER OF THE PROPERTY, THE ATTACHED LETTER OF AUTHORIZATION, SIGNED BY THE OWNER, IS TO BE NOTARIZED AND SUBMITTED WITH THE APPLICATION.

IN TERMS OF COMPATIBILITY, BENEFIT TO THE COMMUNITY, LAND USE, AND THE CITY'S GENERAL PLAN, EXPLAIN BRIEFLY WHY YOU FEEL THAT YOUR REQUEST IS JUSTIFIED AND SHOULD BE APPROVED: Beer & wine service are an incidental part of a restaurant operation and has been traditionally accepted & approved by the public at large. The prime service of the restaurant is food. The round table has been a successful and properly operated restaurant chain in this state and granting of this request would not be detrimental to the surrounding area.

SIGNATURE OF APPLICANT: By Bruce Manzella DATE: 10-28-75
VICE PRESIDENT

ACCEPTANCE BY LAND USE: D. Gundersman DATE: 10-28-75

ACKNOWLEDGEMENT OF FEE PAYMENT: _____ DATE: _____

RECEIVED

NOV 5 - 1975

INTERDEPARTMENTAL CASE RESUME' SHEET

Pub. Works & Devel. Dept.

TO: Sanitary District

DATE: 10/29

CASE: CVP-1105-75

ANALYST: D. Gundersen

APPLICANT: Larsen Pizza Enterprises

HEARING DATE: Nov. 19

REQUEST: Approval to sell beer and wine on site in conjunction with a Pizza Parlor in a C-1 zone.

RETURN TO LAND USE DIVISION ON OR BEFORE: 11/5

PLEASE LIST ALL FEES DUE NOW OR IN THE FUTURE.

DEPARTMENT COMMENTS:

*158⁰⁰ S4 Fee (200⁰⁰ less 42⁰⁰ paid originally on basis of 24 sq ft for 200 sq ft

BY: CVP/MS

DATE: 11/5/75

RECEIVED OCT 29 1975

INTERDEPARTMENTAL CASE RESUME' SHEET

TO: Water
CASE: CVP- 105-75 ANALYST: D. Gundersen DATE: 10/29
APPLICANT: Larsen Pizza Enterprises
HEARING DATE: Nov. 19
REQUEST: Approval to sell beer and wine on site in conjunction with a Pizza Parlor in a C-1 zone

RETURN TO LAND USE DIVISION ON OR BEFORE: 11/5

PLEASE LIST ALL FEES DUE NOW OR IN THE FUTURE.

DEPARTMENT COMMENTS: No COMMENTS

BY: Eldon R. Hramley
DATE: 11-3-75

INTERDEPARTMENTAL CASE RESUME' SHEET

TO: Police: Lt. Alexander DATE: 10/29
CASE: CVP-105-75 ANALYST: D. Gundersen

APPLICANT: Larsen Pizza Enterprises

HEARING DATE: Nov. 19

REQUEST: Approval to sell beer and wine on site in conjunction with a Pizza Parlor in a C-1 zone.

RETURN TO LAND USE DIVISION ON OR BEFORE: 11/5

PLEASE LIST ALL FEES DUE NOW OR IN THE FUTURE.

DEPARTMENT COMMENTS: No Comments. Re: location, ABC Info Referred to Administrative Services, Sgt. Bred.

BY: Lt. Alexander
DATE: 11-3-75

RRI - 11/11/75

INTERDEPARTMENTAL CASE RESUME SHEET

01.00131, 1975

Pub. Wbr. Works & Int. Dept.
DATE: 10/29

TO: Fire: Capt. Pratt

CASE: CVP-105-75

ANALYST: D. Gundersen

APPLICANT: Laven Pizza Enterprises

HEARING DATE: Nov. 19

REQUEST: Approval to sell beer and wine on-site in conjunction with a Pizza Parlor in a C-1 zone.

RETURN TO LAND USE DIVISION ON OR BEFORE: 11/5

PLEASE LIST ALL FEES DUE NOW OR IN THE FUTURE.

DEPARTMENT COMMENTS: No comments

Multiple horizontal lines for additional department comments.

BY: CAPT. PRATT

DATE: 10-29-75

INTERDEPARTMENTAL CASE RESUME' SHEET

TO: Traffic DATE: 10/29
CASE: CVP-105-75 ANALYST: D. Gundersen
APPLICANT: Larsen Pizza Enterprises
HEARING DATE: Nov. 19
REQUEST: Approval to sell beer and wine on site in conjunction with a Pizza Parlor in a C-1 zone.

RETURN TO LAND USE DIVISION ON OR BEFORE: 11/5
PLEASE LIST ALL FEES DUE NOW OR IN THE FUTURE.

DEPARTMENT COMMENTS:

NO TRAFFIC COMMENTS

BY: Francis Chuth
DATE: 11-7-75

INTERDEPARTMENTAL CASE RESUME SHEET

TO: Building
CASE: C.V.P.-105-75 ANALYST: D. Gundersen DATE: 10/29
APPLICANT: Laven Pizza Enterprises
HEARING DATE: Nov. 19
REQUEST: Approvals to sell beer and wine on site in conjunction with a Pizza Parlor in a C-1 zone.

RETURN TO LAND USE DIVISION ON OR BEFORE: 11/5

PLEASE LIST ALL FEES DUE NOW OR IN THE FUTURE.

DEPARTMENT COMMENTS:

No Comment

BY: [Signature]
DATE: 10-29-75

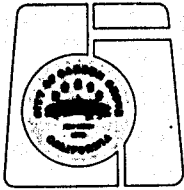
November 7, 1975

Mr. Bruce Monzulla
Larson Pizza Enterprises, Inc.
1101 Embarcadero Road
Palo Alto, California 94303

CONDITIONAL USE PERMIT NO. CUP-105-75

November 19, 1975.

Applicant Notified



GARDEN GROVE

CITY OF
GARDEN GROVE
CALIFORNIA

City Hall • 11391 Acacia Parkway • 92640

PUBLIC NOTICE

AN APPLICATION HAS BEEN FILED BY LARSON PIZZA ENTERPRISES, INC.

FOR A CONDITIONAL USE PERMIT NO. CUP-105-75

REQUESTING the establishment of a 2,100 square foot pizza restaurant to operate under a State Alcoholic Beverage Control License, type "on sale beer public premise" in accordance with Municipal Code Section 9208 (Restaurants (2)) on property zoned C-1, Limited Commercial. The City has determined this action to be categorically exempt from the preparation of an Environmental Impact Report because it does not constitute a project.

LOCATION: Southwest corner of Chapman Ave. and Euclid St. at 12071 Euclid St.

A PUBLIC HEARING WILL BE HELD ON THIS APPLICATION BY THE CITY OF GARDEN GROVE
ZONING ADMINISTRATOR IN THE CITY COUNCIL CHAMBER, CITY HALL, 11391 ACACIA,
GARDEN GROVE, CALIFORNIA, AT 3:00 P.M. ON NOVEMBER 19, 1975.

FOR FURTHER INFORMATION, CALL 638-6831, OR INQUIRE AT THE PUBLIC WORKS AND DEVELOPMENT DEPARTMENT, ROOM 220, 11391 ACACIA, GARDEN GROVE, CALIFORNIA.

Cup 105-75

2. A. 11/19/75

PRCL75

A.P. PARCEL NAME AND ADDRESS LISTING

11/06/75

PAGE 1

TAX CODE	PARCEL NUMBER	SUB NO.	NAME	ADDRESS	CITY-STATE
18055	08917013	0	BOOTH, WILLIAM A	11962 HARRIS	GARDEN GROVE, CAL 92640
18055	08917014	0	PEARCY, BENJAMIN W ET AL	10871 CHAPMAN AVE	GARDEN GROVE, CAL 92640
18055	08917015	0	MILLER, LEE R %JTD	10881 CHAPMAN AVE	GARDEN GROVE, CAL 92640
18055	08917016	0	WAGNER, RUBEN J %WRD	1835 MARGIE LN	ANAHEIM, CAL 92802
18055	08917017	0	MALLOY, WILMA D %UWD	16817 MINNEHAHA	GRANADA HILLS, CAL 91344
18055	08917018	0	SEEDBORG, HERBERT C %JTD	12342 BRITTAIN	HAWAIIAN GARDENS, CAL
18055	08917019	0	HOWARD, EARLE W %JTD	10921 CHAPMAN AVE	GARDEN GROVE, CAL 92640
18020	08917020	0	D ELIA, SERGE M %MSD	3060 JAVA RD	COSTA MESA, CAL 92626
18055	08917031	0	HEIFNER, BRUCE R	10952 SIDNEY	GARDEN GROVE CAL 92640
18055	08917032	0	TERRY, DAVID E %JTD	10932 SIDNEY PL	GARDEN GROVE, CAL 92640
18055	08917033	0	RUEN, RICHARD D %JTD	10922 SIDNEY PL	GARDEN GROVE, CAL 92640
18055	08917034	0	BENEDICT, LESLIE D %JTD	10902 SIDNEY PL	GARDEN GROVE, CAL 92640
18055	08917035	0	GOSECO, EVANGELINE B ET	AL %JTD	10892 SIDNEY PL GARDEN GROVE, CAL 92640
18020	08917045	0	CITY OF GARDEN GROVE	WATER CORP & CITY OF	GARDEN GROVE CITY HALL
			GARDEN GROVE, CAL 92640		
18055	08917046	0	SOG ENTERPRISES %PTH	P O BOX 156	GARDEN GROVE, CAL 92642
18055	08917047	0	ROBERTSON, J H	10862 SIDNEY PL	GARDEN GROVE, CAL 92640
18055	08917048	0	ROTHSCHILD, VICTOR B %CP	605 S ARROYO PARKWAY	PASADENA, CAL 91105
18055	08917051	0	MAYMOR INVESTMENT CO	11422 SCHRANDT DR	GARDEN GROVE, CAL 92640
18020	08917052	0	MAYMOR INVESTMENT CO	11422 SCHRANDT DR	GARDEN GROVE, CAL 92640
18020	08917055	0	MAYMOR INVESTMENT CO %NR	11422 SCHRANDT DR	GARDEN GROVE, CAL 92640
18055	08924204	0	GUIREY, ERNEST L %JTD	10831 MARIAN DR	GARDEN GROVE, CAL 92640
18055	08924205	0	PETT, EMILY J	12121 ELLEN	GARDEN GROVE, CAL 92640
18055	08924206	0	BUGBEE, DAVID A %JTD	12101 ELLEN ST	GARDEN GROVE, CAL 92640
18055	08924301	0	EDMONDSON, JOHN B	RODNEY J PEHRSON	12102 ELLEN ST GARDEN GROVE, CAL 92640
18055	08924302	0	BETTS, RODNEY C	12122 ELLEN	GARDEN GROVE, CAL 92640
18055	08924303	0	THOMAS, WILLIAM M	10881 MARIAN DR	GARDEN GROVE, CAL 92640
18055	08924304	0	DINGLE, RICHARD L	10891 MARIAN DR	GARDEN GROVE CAL 92640
18055	08924305	0	MC CONAHEY, HUGH S	10901 MARIAN DR	GARDEN GROVE, CAL 92640
18055	08924306	0	METTLER, RANDAL K %JTD	10921 MARION DR	GARDEN GROVE, CAL 92640
18055	08924307	0	CONROY, JAMES J	10931 MARIAN DR	GARDEN GROVE, CAL 92640
18055	08924308	0	MILNER, CHARLES H JR	10941 MARIAN DR	GARDEN GROVE CAL 92640
18055	08924309	0	VAN PELT, DALE A %JTD	10951 MARIAN DR	GARDEN GROVE, CAL 92640
18055	08924310	0	MARTINEZ, JULIO C	10961 MARIAN DR	GARDEN GROVE, CAL 92640
18055	08924311	0	MACON, EUGENE C	1201 EL MIRADOR	FULLERTON, CAL 92631
18055	08924404	0	VILL, DAVID G	10842 MARIAN DR	GARDEN GROVE, CAL 92640
18055	08924405	0	GUTTMAN, PHYLLIS O ET AL	%MVD	10852 MARIAN DR GARDEN GROVE, CAL 92640
18055	08924406	0	DORSEY, CECIL G	10872 MARIAN DR	GARDEN GROVE, CAL 92640
18055	08924407	0	WOODS, HOWARD R	10882 MARIAN DR	GARDEN GROVE CAL 92640
18055	08924408	0	VAVRA, LEONARD D %JTD	10892 MARIAN DR	GARDEN GROVE, CAL 92640
18055	08924409	0	GARRIDO, ALFRED %JTD	10902 MARIAN DR	GARDEN GROVE, CAL 92640
18055	08924410	0	PINE, EARLE R	10922 MARIAN DR	GARDEN GROVE, CAL 92640
18055	08924411	0	PAIGE, COIL M	10932 MARIAN DR	GARDEN GROVE CAL 92640
18055	08924412	0	STALLS, AUDREY R ET AL	%JTD	10942 MARIAN DR GARDEN GROVE, CAL 92640
18055	08924413	0	WINCHELL, THOMAS A %NOD	10952 MARIAN DR	GARDEN GROVE, CAL 92640
18055	08924414	0	PETERSEN, JOHN A %JTD	10962 MARIAN DR	GARDEN GROVE, CAL 92640
18055	08924415	0	DOKKEN, HAROLD L %WRD	12161 EUCLID AVE	GARDEN GROVE, CAL 92640

TAX CODE	PARCEL NUMBER	SUB NO.	NAME	ADDRESS	CITY-STATE
18055	08925210	0	VAN DER POL, DONALD R	12091 ELLEN ST	GARDEN GROVE, CAL 92640
18055	08925211	0	BLAKEMORE, EUGENE R	12081 ELLEN ST	GARDEN GROVE, CAL 92640
18055	08925212	0	TIETJEN, GEORGE D %UM	12071 ELLEN DR	GARDEN GROVE, CAL 92640
18055	08925213	0	BERRYMAN, JOHN R JR %JT	12061 ELLEN ST	GARDEN GROVE, CAL 92640
18055	08925214	0	COKER, GARY	12041 ELLEN	GARDEN GROVE CAL 92640
18055	08925215	0	KOPIEC, JERRY D %JT	12031 ELLEN ST	GARDEN GROVE, CAL 92640
18055	08925216	0	SMITH, LAWRENCE G %JT	12021 ELLEN ST	GARDEN GROVE, CAL 92640
18055	08925217	0	DU PLESSIS, ELLA M %WD	12011 ELLEN ST	GARDEN GROVE, CAL 92640
18055	08925218	0	GESTERLING, EDWARD	GESTERLING, MABEL E	9462 MOLOKAI DR HUNTINGTN BCH, CAL 92646
18055	08925301	0	SCHANTZ, MELVIN R %MM	1740 W KATELLA AVE	ANAHEIM, CAL 92804
18055	08925302	0	PROCTOR, LORAN G %JT	12012 ELLEN DR	GARDEN GROVE, CAL 92640
18055	08925303	0	TUDHINO, LAUREN J	12022 ELLEN ST	GARDEN GROVE, CAL 92640
18055	08925304	0	THOMPSON, THEODORE T %JT	12032 ELLEN ST	GARDEN GROVE, CAL 92640
18055	08925305	0	RITSEMA, MARIE E ET AL	%MV	12042 ELLEN ST GARDEN GROVE, CAL 92640
18055	08925306	0	BRIGANDI, FLORENCE M	12062 ELLEN ST	GARDEN GROVE, CAL 92640
18055	08925307	0	MADIEROS, JOHN M	12072 ELLEN	GARDEN GROVE, CAL 92640
18055	08925308	0	KENNEDY, JAMES J	12082 ELLEN	GARDEN GROVE CAL 92640
18055	08925309	0	WHITT, DAVID C %JT	12092 ELLEN ST	GARDEN GROVE, CAL 92640
18051	08925312	0	SCHNITGER, ARTHUR W TR	%NO	12031 EUCLID ST GARDEN GROVE, CAL 92640
18051	08925313	0	SCHNITGER, ARTHUR W TR	%NO	12031 EUCLID ST GARDEN GROVE, CAL 92640
18024	09005001	0	KAISER FOUNDATION	HOSPITALS %CR	1515 N VERMONT AVE LOS ANGELES, CAL 90027
18024	09005021	0	KAISER FOUNDATION	HOSPITALS %CR	1515 N VERMONT AVE LOS ANGELES, CAL 90027
18051	09005022	0	GARDEN GROVE HISTORICAL SOCIETY %CR	SOCIETY %CR	12174 EUCLID AVE GARDEN GROVE, CAL 92640
18046	09064124	0	PANNIER, WILLIAM W ET AL	%MV	PANNIER, DAVID L 5662 MYRA AVE
18046	09064126	0	CYPRESS, CAL 90630	11101 CHAPMAN AVE	GARDEN GROVE, CAL 92640



CITY OF GARDEN GROVE, CALIFORNIA

11391 ACACIA PARKWAY, GARDEN GROVE, CALIFORNIA 92640

PUBLIC WORKS AND DEVELOPMENT DEPARTMENT

Development Services Division

(714) 638-6831

November 12, 1975

Larson Pizza Enterprises, Inc.
1101 Embarcadero Road
Palo Alto, CA 94303

Attention: Bruce Monzulla, Vice President

Gentlemen:

Re: Case No. Conditional Use Permit No. CUP 105-75
Hearing Before the Zoning Administrator
Date and Time: November 19, 1975 - 3:00 p.m.
Place: City Council Chambers, 11391 Acacia Parkway, Garden Grove, CA

We are attaching for your information a copy of the Staff Report
in connection with the subject public hearing.

If you have any questions concerning this Report, please contact
the Land Use Section at City Hall, 638-6831.

Sincerely,

RICHARD O. RAFANOVIC, DIRECTOR
Department of Public Works & Development

By: Dave Robson
Dave Robson
Land Use Supervisor

Attachment

STAFF REPORT TO THE ZONING ADMINISTRATOR

CASE NO.: CUP-105-75
APPLICANT: LARSON PIZZA ENT., INC.
LOCATION: SOUTHWEST CORNER CHAPMAN AND EUCLID
HEARING DATE: NOVEMBER 19, 1975
ANALYST: D. GUNDERMAN

I. APPLICANT'S REQUEST:

The applicant is requesting approval for the establishment of a 2,100 square foot pizza restaurant to operate under a State Alcoholic Beverage Control License, Type "On Sale Beer Public Premise" in accordance with Municipal Code Section 9208 (Restaurants (2)) on property zoned C-1, Limited Commercial. The City has determined this action to be categorically exempt from the preparation of an environmental impact report because it does not constitute a project.

II. APPLICANT'S STATEMENT:

Beer and wine service are an incidental part of a restaurant operation and has been traditionally accepted and approved by the public at large. The prime service of the restaurant is food. The round table has been a successful and properly operated restaurant chain in this State and granting of this request would not be detrimental to the surrounding area.

III. ZONING AND LAND USE INFORMATION:

A. Subject property is zoned C-1 and is improved with a shopping center.

B. Existing land use and zoning in the vicinity of the subject property are as follows:

1. North: Across Chapman Zoned C-1 and improved with various commercial uses.
2. South: Zoned R-1 and improved with single family dwellings.
3. West: Zoned R-1 and improved with single family dwellings.
4. East: Zoned OP and unimproved.

IV. BACKGROUND INFORMATION:

SP-163-73 - A request to construct a 67,670 square foot neighborhood shopping center in two phases in the C-1 zone. Approved on appeal by the City Council April 9, 1974. Subject Pizza Parlor is located in this shopping center.

V. GENERAL PLAN ELEMENT IMPLICATIONS:

A. Land Use Element: The subject property is designated to remain Commercial and the subject use is a permitted commercial use.

B. Safety Element: The subject property is served by Fire Station No. 1, 11301 Acacia Parkway, which is beyond the recommended distance for Fire Suppression vehicles from commercial properties.

VI. INTERDEPARTMENTAL COMMENTS AND FEES:

A. Garden Grove Sanitary District:
1. \$158.00 Standard Sewer Use Fee.

None of the other participating agencies had any comments or fees.

VII. STAFF COMMENTS:

A. The subject Pizza restaurant will operate as a bonafide eating establishment. Municipal Code Section 9208 "Restaurants", Subsection 2 requires that any such eating establishment serving beer and wine shall be subject to approval of a conditional use permit.

B. The proposed Pizza restaurant is located in an existing shopping center approximately 150 feet from any residential properties, and contains 2,100 square feet. The subject use shares parking in the front and the rear of the property with other uses in the shopping center as provided in approval of the above mentioned SP-163-73.

C. The proposed use does not include the addition of a separate bar area, therefore Municipal Code Section 9208, "Restaurants", Subsection 1, does not apply. Beer and wine will be ordered at the same time as the pizza and will be consumed at the tables provided.

D. The applicant is required to meet several specific conditions in addition to filing for a conditional use permit:

1. This restaurant will operate under a State Alcoholic Beverage Control License, Type On-Sale Beer, Public Premises or On-Sale Beer and Wine, Public Premises and further, it will be designated as a Bonafide Public Eating Place.
2. Adequate kitchen facilities for the serving of food are shown on the plan and will be constructed and maintained.
3. Compatibility of the proposed use with other uses in the vicinity will be maintained in that the restaurant is located within an approved shopping center in the C-1 zone and is separated from nearby residential property by parking areas and is more than 1000 feet from any school, church or other public facility.

E. Primary use is that of a family pizza restaurant and, as such, would not be catering to a purely drinking clientele.

F. The request for conditional use permit approval meets all the criteria listed in Section 9208 "Restaurants", Subsections 2a, 2b and 3. It is the determination of the staff that the applicant has met all applicable zoning regulations relative to the establishment of this use. A recommendation of approval is made subject to the following conditions of approval:

1. The proposed use shall be established in accordance with plans made a part of this application.
2. Minor modifications may be approved by the Zoning Administrator. Other than minor modifications shall be subject to the approval of new conditional use permit.



MINUTES

GARDEN GROVE ZONING ADMINISTRATOR

A regular meeting of the Garden Grove Zoning Administrator was called to order in the City Council Chamber of City Hall, 11391 Acacia Parkway, Garden Grove, California, on Wednesday, November 19, 1975 at 3:00 p.m.

PRESENT: Zoning Administrator, Stewart O. Miller; Associate Land Use Analyst, Joseph Moon; Administrative Aide, David Gunderman; Recording Secretary, Maureen R. Childs.

Mr. Miller introduced himself and explained the procedure followed for Zoning Administrator hearings. He explained the procedure for granting approval of site plans and variances and advised those present of their appeal privileges should they disagree with the Zoning Administrator decision.

MINUTES: The Zoning Administrator declared the Minutes of the Zoning Administrator hearing of November 5, 1975 approved as printed.

PUBLIC HEARING - SITE PLAN NO. SP 149-75

The Zoning Administrator announced that the subject application, initiated by Edwin V. Mortimer, requests approval of a site plan for the construction of an approximately 8,274 square foot auto and recreational vehicle repair building, including parts sales, auto sales and general business offices on an approximately 39,474 square foot parcel in the C-2, General Commercial zone. The City has determined this project exempt from the preparation of an Environmental Impact Report because the proposed development will not have a significant effect on the environment. The subject property is located on the south side of Garden Grove Boulevard, east of Fairview at 13200 Garden Grove Boulevard.

The Zoning Administrator asked for staff comments. Mr. Joseph Moon, Associate Land Use Analyst, advised that the subject case had been legally advertised and no written or oral correspondence received. Mr. Moon explained the location and zoning of the subject property and the zoning of surrounding properties. It was explained that the proposed development is an auto maintenance repair facility located on the west of the subject property. There are 38 parking spaces provided. Municipal Code requirements call for 28 spaces. The applicant is providing landscaping in excess of Municipal Code requirements. Approximately 21 percent of the site will be devoted to the building and the remainder will be utilized for parking, access and landscaping. Mr. Moon explained the architectural treatment of the building and that auto repair is a permitted use in the C-2 zone provided it is conducted inside an enclosed building. Auto sales are also a permitted use in the C-2 zone. The use is compatible with the existing commercial uses, however, consideration must be given to the existing and approved residential homes to the south. The existing zone separation wall, the solid block south wall of the new building, and the proposed use being conducted within an enclosed building would appear to protect these residential uses from any objectional noise associated with the proposed development. In addition, hours of operation shall be as determined by the Zoning Administrator.

The Zoning Administrator declared the public hearing on Site Plan No. SP 149-75 open.

Mr. Edwin V. Mortimer, the applicant, gave his address as 13252 Garden Grove Boulevard, Garden Grove. He felt that the staff's presentation explained the project and stated that he would like to submit his plans Monday for plan check.

The Zoning Administrator questioned the applicant on the operation of the facility and the construction time anticipated. He asked if the condition on the staff report requiring construction of a six-foot high block wall on the easterly property line was acceptable to the applicant. The applicant indicated this was acceptable and already shown on his plans.

Mr. Miller asked if the site would be completely developed at this time or if there would be additions. Mr. Mortimer stated that this would complete development and that he would raise the fence at the rear. Mr. Miller suggested raising the rear fence to seven feet. This was agreeable to Mr. Mortimer.

There being no further testimony, the Zoning Administrator declared the public hearing on Site Plan No. SP 149-75 closed.

PUBLIC HEARING - SITE PLAN NO. SP 150-75

The Zoning Administrator announced that the subject application, initiated by Der Wienerschnitzel, requests approval of a site plan for the construction of an approximately 2,000 square foot family restaurant on an approximately 25,300 square foot parcel in the C-1, Limited Commercial zone. The City of Garden Grove has determined that the project is exempt from the preparation of an Environmental Impact Report because the proposed development will not have a significant effect on the environment. The subject property is located on the northwest corner of Magnolia and Westminster

The Zoning Administrator asked for staff comments. Mr. Donald Butterfield, Associate Land Use Analyst, advised that the subject case had been legally advertised and no correspondence received. He explained that the proposed restaurant is of the contemporary style of the Der Wienerschnitzel located at Haster and Chapman. Mr. Butterfield explained the access to the property and that one existing driveway on Magnolia will be closed. At present, a masonry wall surrounds the site except for a small area at the northwest portion of the property where the wall has been damaged. It is suggested that this area be repaired and/or reconstructed to match other walls on the site. Most of the landscaping will be along Magnolia with pockets along Westminster. Since the subject property has never been formally divided from the parcel to the west, Condition 4 of the staff report requires that the applicant file a lot split with the City; however, staff is working with the applicant to supply a Certificate of Compliance recognizing the site as separate property.

The Zoning Administrator asked if the Municipal Code would require a full dedication if the Certificate of Compliance were not filed. Mr. Butterfield stated that this was true.

The Zoning Administrator declared the public hearing on Site Plan No. SP 150-75 open.

Mr. Rick Donnelly, representative of Der Wienerschnitzel, gave his address as 1047 W. Carson, Torrance, California. The Zoning Administrator asked if there was a time limit on this project. The applicant explained that they had already been required to extend their escrow and that it was due to close December 26, 1975.

The Zoning Administrator questioned the fact that the Traffic Engineer had not commented on the driveway that was near to the intersection. He felt that the traffic circulation had been handled as well as could be expected but that perhaps a "No Left Turn" sign might be appropriate for that location. He stated that he would visit the site to determine if this should be required.

The applicant was concerned about the staff comments regarding the lot split and dedication. The Zoning Administrator explained that whenever any lot is developed, it is incumbent upon the developer

to provide dedication and public improvements. In this case, if a lot split or Certificate of Compliance were not filed, the developer would be required to improve the lot to the west with curb, gutter and sidewalk.

Mr. Butterfield stated that staff is in the process of having the City Attorney prepare a Certificate of Compliance which would serve to legally separate the two lots.

There being no further testimony, the Zoning Administrator declared the public hearing on Site Plan No. SP 150-75 closed.

PUBLIC HEARING - CONDITIONAL USE PERMIT NO. CUP 105-75

The Zoning Administrator declared that the subject application, initiated by Larson Pizza Enterprises, Inc., requests approval of a conditional use permit for the establishment of a 2,100 square foot pizza restaurant to operate under a State Alcoholic Beverage Control license, type "on sale beer public premise" in accordance with Municipal Code Section 9208 (Restaurants (2)) on property zoned C-1, Limited Commercial. The City has determined this action to be categorically exempt from the preparation of an Environmental Impact Report because it does not constitute a project. The subject property is located on the southwest corner of Chapman Avenue and Euclid Street at 12071 Euclid Street.

The Zoning Administrator asked for staff comments. Mr. David Gunderman, Administrative Aide, advised that the case had been legally advertised and no correspondence received. He explained the location of the property in relation to the existing shopping center and the surrounding uses. The restaurant would sell beer and wine in conjunction with a bona fide eating place, thus the Municipal Code would require a conditional use permit in the C-1 zone. The restaurant would be separated from any residential uses by a parking lot at the rear. Customers will use the shopping center parking lot. The staff report suggests that the applicant meet the following requirements: (1) the restaurant will operate under a State Alcoholic Beverage Control License; (2) adequate kitchen facilities must be built and maintained; and (3) compatibility of the proposed use with other uses in the vicinity will be maintained.

The Zoning Administrator asked for further clarification of the floor plans and what kind of uses would be at the back of the restaurant. Mr. Gunderman explained that that the rear of the building would be used for kitchen facilities, refrigeration, and storage. There would also be a private dining area. Mr. Miller asked if there would be a bar. Staff explained that there would be a service bar to pick up beer and wine but no sit-down bar. The Zoning Administrator declared the public hearing on Conditional Use Permit No. CUP 105-75 open.

Mr. Bruce Monzulla, Vice President of Larson Pizza Enterprises, Inc., gave his address as 1101 Embarcadero Road, Palo Alto, California. He explained that the private dining area would not be completely closed off, merely separated by a short partition. After questioning by the Zoning Administrator, he explained that the private dining area would be used mainly by groups after soft ball games, etc., and that the restaurant would be a family type of operation. Mr. Miller asked where the jukebox would be located, and it was explained that it would be near the service counter. The Zoning Administrator expressed concern about the noise bothering the residential properties to the rear. It was explained that because you must go through the storage area to reach the rear exist, the noise level should not be audible outside the back door. Mr. Miller asked if a condition of approval would be acceptable to the applicant requiring that the noise not go beyond the rear of the building. The applicant indicated that such a condition would be acceptable. The Zoning Administrator questioned the applicant further about delivery hours and the location of the

service entrance door. The applicant explained that deliveries would occur between 9:00 and 11:00 a.m. Florence Brigandi, 12062 Ellen Street, Garden Grove, California, had questions concerning the parking area to the rear of the building. She was concerned that the narrow driveway behind the Ralph's Market might be used as a public thoroughfare and create noise for the residential properties.

It was explained that the parking is designed more for emergencies and employee parking. The general public is unaware that the parking is available. Mrs. Brigandi asked if there was any legal way of keeping the public from parking in this area. The Zoning Administrator stated that the public could not technically be kept from parking in this area; however, it does have the appearance of a truck delivery area and is not a means of ingress to the restaurant. The applicant added that the back door is a fire exit only and is not used for an entrance.

There being no further testimony, the Zoning Administrator declared the public hearing on Conditional Use Permit No. CUP 105-75 closed.

ADJOURNMENT

The meeting was adjourned at 3:50 p.m.

Maureen R. Childs
Maureen R. Childs
Recording Secretary

*Case file
Dave D.*

December 5, 1975

Larson Pizza Enterprises, Inc.
1101 Embarcadero Road
Palo Alto, CA 94303

Attention: Bruce Monzulla, Vice-President

Gentlemen:

Subject: Zoning Administrator Decision No. 479
Conditional Use Permit No. CUP 105-75

The Zoning Administrator of the City of Garden Grove approved your conditional use permit application on December 5, 1975.

The effective date of this action is December 12, 1975 unless an appeal is received by the Garden Grove City Clerk prior to this date.

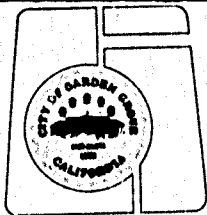
The approval of your request is subject to any conditions listed on the attached Decision. If you have any questions concerning this Decision, or should you wish further information, please feel free to contact me at (714) 638-6851.

If you should have any questions regarding any required permits, the Land Use Analysts in the Public Works and Development Department will be glad to assist you. They may be reached by calling (714) 638-6831.

Sincerely,

Stewart O. Miller
Zoning Administrator

SOM:mc
Attachments



GARDEN GROVE

ZONING ADMINISTRATOR

DECISION NO. 479

CONDITIONAL USE PERMIT NO. CUP 105-75

LARSON PIZZA ENTERPRISES, INC.

DECEMBER 5, 1975

This is a conditional use permit application pertaining to property located on the southwest corner of Chapman Avenue and Euclid Street at 12071 Euclid Street.

A public hearing was held on November 19, 1975 and all testimony presented at the public hearing and all evidence applicable to this case have been considered.

The applicant is requesting approval of a conditional use permit for the establishment of a 2,100 square foot pizza restaurant to operate under a State Alcoholic Beverage Control license, type "on sale beer public premise" in accordance with Municipal Code Section 9208 (Restaurants (2)) on property zoned C-1, Limited Commercial. The City has determined this action to be categorically exempt from the preparation of an Environmental Impact Report because it does not constitute a project.

The applicant stated that the restaurant is a family type restaurant. The private dining room is for group use such as little league teams, etc. All alcoholic beverages will be served to the patrons at their tables. There will not be a bar for patrons. He desires to be able to serve beer and wine to his patrons in conjunction with their meals.

The restaurant is one of several businesses now located in the new Ralph's Market shopping complex. The subject store is located some distance from adjoining residential property. All ingress and egress to the structure will be from the front. Only an emergency exit will be at the rear of the building. There are no schools or churches near the site.

A review of the application indicates the use should be compatible with existing adjoining uses and therefore appears to be justified.

In consideration of the evidence submitted, and after a review of the criteria established for the approval of conditional use permits, it is hereby determined that Conditional Use Permit No. CUP 105-75 should be and is hereby approved subject to the following conditions.

1. The proposed use shall be established in accordance with plans made a part of this application.
2. Minor modifications may be approved by the Zoning Administrator. Other than minor modifications shall be subject to the approval of a new conditional use permit.

/s/ STEWART O. MILLER
ZONING ADMINISTRATOR

The appeal deadline for the subject case is December 12, 1975.