

APPLICATIONS



CITY PLANNING APPLICATION

☐ ED1 Eligible ☐ AB 2097 Eligible

Case Number: _____

Env. Case Number: _____

Application Type: _____

Case Filed With (Print Name): _____ Date Filed: _____

Application includes letter requesting:

☐ Waived Hearing ☐ Concurrent hearing ☐ Hearing not to be scheduled on a specific date (e.g. vacation hold)

Related Case Number(s): _____

Provide all information requested. Missing, incomplete or inconsistent information will cause delays.
All terms in this document are applicable to the singular as well as the plural forms of such terms.
Refer to the City Planning Application Filing Instructions ([CP13-7810](#)) for more information.

Street Address¹: 8325 Foothill Blvd Unit/Space Number: _____

Legal Description² (Lot, Block, Tract): LOT COM AT NW COR OF LOT 9 TR NO 3986 TH S TO N LINE

Assessor Parcel Number: 2555-024-023 Total Lot Area: 1.86 ac

Present Use: Shopping Center

Proposed Use: Wireless Telecommunication Facility - WTF

Project Name (if applicable): Oro Vista

¹ Street Addresses must include all addresses on the subject/application site (as identified in ZIMAS—<http://zimas.lacity.org>).

² Legal Description must include all contiguously owned properties (even if they are not a part of the proposed project site).

Describe in detail the characteristics, scope and/or operation of the proposed project:

Proposed installation of new unmanned monoecalyptus Wireless Telecommunications Facility:
Installation of (1) new 45'-0" monoecalyptus, (1) new 8'-8" x 80'-0" lease area, (2) new equipment cabinets, (1) new future equipment cabinet, (1) new 27kW/ 125 gal standby generator, (1) new ILC,

Additional Information Attached:

☒ YES ☐ NO

EXISTING SITE CONDITIONS

Complete and check all that apply:

- | | |
|---|---|
| <input type="checkbox"/> Site is undeveloped or unimproved (i.e., vacant) | <input type="checkbox"/> Site is located within 500 feet of a freeway or railroad |
| <input checked="" type="checkbox"/> Site has existing buildings (provide copies of building permits) | <input type="checkbox"/> Site is located within 500 feet of a sensitive use (e.g., school, park) |
| <input type="checkbox"/> Site is/was developed with uses that could release hazardous materials on soil and/or groundwater (e.g., dry cleaning, gas station, auto repair, industrial) | <input type="checkbox"/> Site has special designation (e.g., National Historic Register, Survey LA) |

PROPOSED PROJECT INFORMATION

Check all that apply or could apply:

- | | |
|---|--|
| <input type="checkbox"/> Demolition of existing buildings/structures | <input checked="" type="checkbox"/> New construction: <u>693</u> square feet |
| <input type="checkbox"/> Relocation of existing buildings/structures | <input type="checkbox"/> Additions to existing buildings |
| <input type="checkbox"/> Removal of any on-site tree | <input type="checkbox"/> Interior tenant improvement |
| <input type="checkbox"/> Removal of any street tree | <input type="checkbox"/> Exterior renovation or alteration |
| <input type="checkbox"/> Removal of protected trees onsite/in public right-of-way | <input type="checkbox"/> Change of use and/or hours of operation |
| <input type="checkbox"/> Grading | <input type="checkbox"/> Uses or structures in public right-of-way |
| <input type="checkbox"/> Haul Route | <input type="checkbox"/> Phased project |

HOUSING COMPONENT INFORMATION

Number of Residential Units: Existing _____ - Demolish(ed)³ _____ + Adding _____ = Total _____

Number of Affordable Units⁴: Existing _____ - Demolish(ed) _____ + Adding _____ = Total _____

Number of Market Rate Units: Existing _____ - Demolish(ed) _____ + Adding _____ = Total _____

Mixed Use Projects, Amount of Non-Residential Floor Area: _____ square feet

³ Number of units to be demolished and/or which have been demolished within the last five years.

⁴ As determined by the Los Angeles Housing Department.

PARKING INFORMATION

Is the project utilizing AB 2097?

☐ YES

☒ NO

If Yes, provide a date-stamped ZIMAS Parcel Profile Report including AB 2097 Eligibility information.

Provided # of Parking Spaces: 0 Required # of Parking Spaces: 0

Parking Minimum Checklist

The following checklist will determine if parking minimums can be imposed on a Project under AB 2097. Parking minimums cannot be imposed if the proposed project meets any of the following criteria.

Check all that apply:

- ☐ Include a minimum of 20 percent of the total dwelling units for Very Low, Low, or Moderate-Income households, students, the elderly, or persons with disabilities
- ☐ Contain fewer than 20 dwelling units
- ☐ Are subject to parking reductions of any other applicable law (by satisfying the applicable eligibility requirements)

PUBLIC RIGHT-OF-WAY INFORMATION

Have you submitted the Planning Case Referral Form to BOE? (if required)

☐ YES

☐ NO

Is the project required to dedicate land to the public right-of-way?

☐ YES

☐ NO

If so, what is/are the dedication requirement(s)? _____ feet

If dedications are required on multiple streets, identify as such: _____

Provide the Los Angeles Municipal Code (LAMC) Section that authorizes the request and (if applicable) the LAMC Section or the Specific Plan/Overlay Section from which relief is sought, and follow with a description of the requested action.

Does the project include Multiple Approval Requests per LAMC Section 13A.2.10. of Chapter 1A?

☐ YES

☐ NO

Authorizing Code Section: LAMC Section 13.B.2.2 (previously 12.24W-49)

Code Section from which relief is requested (if any): 12.21A20 (monoeucalyptus)

Action Requested: Authorizing LAMC Section 13B.2.2/ 12.24W.49 for the establishment, use, maintenance of an unmanned WTF in an unpermitted zone.

Authorizing Code Section: _____

Code Section from which relief is requested (if any): _____

Action Requested: _____

Additional Requests Attached: ☐ YES ☐ NO

Are there previous or pending cases/decisions/environmental clearances on the project site? ☐ YES ☒ NO

If YES, list all case number(s): _____

If the application/project is directly related to one of the above cases, list the pertinent case numbers below and complete/check all that apply (provide copy).

Case No.: _____ **Ordinance No.:** _____

- | | |
|--|---|
| <input type="checkbox"/> Condition Compliance Review | <input type="checkbox"/> Clarification of Q (Qualified) Condition |
| <input type="checkbox"/> Modification of Conditions | <input type="checkbox"/> Clarification of D (Development) Limitation |
| <input type="checkbox"/> Revision of Approved Plans | <input type="checkbox"/> Amendment to T (Tentative) Classification |
| <input type="checkbox"/> Renewal of Entitlement | <input type="checkbox"/> Plan Approval subsequent to Main Conditional Use |

For purposes of environmental (CEQA) analysis, is there intent to develop a larger project? ☐ YES ☒ NO

Have you filed, or is there intent to file, a Subdivision with this project? ☐ YES ☒ NO

If YES, to either of the above, describe the other parts of the projects or the larger project below, whether or not currently filed with the City:

To help assigned staff coordinate with other Departments that may have a role in the proposed project, provide a copy of any applicable form and reference number if known.

Are there any recorded Covenants, affidavits or easements on this property?

☐ YES (provide copy) ☒ NO

APPLICANT

Applicant⁵ Name: Tarpon Towers

Company/Firm: _____

Address: 8916 77th Terrace East Unit/Space Number: Suite 103

City: Lakewood Ranch State: FL Zip Code: 34202

Telephone: 941-757-5010 E-mail: _____

Are you in escrow to purchase the subject property?: ☐ YES ☒ NO

PROPERTY OWNER OF RECORD ☐ Same as applicant ☒ Different from applicant

Name (if different from applicant): 8325 to 8353 Foothill Boulevard LLC

Address: 15442 Ventura Blvd Unit/Space Number: Ste 200

City: Sherman Oaks State: CA Zip Code: 91403

Telephone: 626-374-8045 E-mail: leticia.smith@smartlinkgroup.com

AGENT / REPRESENTATIVE NAME: Leticia Smith

Company/Firm: Smartlink LLC

Address: 10 Church Circle Unit/Space Number: _____

City: Annapolis State: MD Zip Code: 21401

Telephone: 619-208-2063 E-mail: leticia.smith@smartlinkgroup.com

⁵ An applicant is a person with a lasting interest in the completed project such as the property owner or a lessee/user of a project.
An agent/representative is someone filing an application on behalf of a client.

OTHER (E.G. ARCHITECT, ENGINEER, CEQA CONSULTANT): _____

Name: _____

Company/Firm: _____

Address: _____ **Unit/Space Number:** _____

City: _____ **State:** _____ **Zip Code:** _____

Telephone: _____ **E-mail:** _____


Primary Contact for Project Information⁶

(Select only one. Email address and phone number required.)

☐ Owner ☐ Applicant ☒ Agent/Representative ☐ Other: _____

To ensure notification of any public hearing as well as decisions on the project, make sure to include an individual mailing label for each member of the project team in both the Property Owners List and the Abutting Property Owners List.

⁶ As of June 8, 2022, the Primary Contact for Project is required to have an Angeleno Account and register with the Ethics Commission for Significant Project Entitlements, as defined in LAMC Section 49.7.37(A)(6). An email address and phone number shall be required on the DCP Application Form, and the email address provided shall match the email address used to create the Angeleno Account.



Before the application can be accepted, the owner of each property involved must provide a notarized signature to verify the application is being filed with their knowledge. Staff will confirm ownership based on the records of the City Engineer or County Assessor. In the case of partnerships, corporations, LLCs or trusts an officer of the ownership entity so authorized may sign as stipulated below.

- **Ownership Disclosure.** If the property is owned by a partnership, corporation, LLC or trust, a disclosure identifying an officer of the ownership entity must be submitted. The disclosure must list the names and addresses of the principal owners (25% interest or greater). The signatory must appear in this list of names. A letter of authorization, as described below, may be submitted provided the signatory of the letter is included in the Ownership Disclosure. Include a copy of the current partnership agreement, corporate articles, or trust document as applicable.
- **Letter of Authorization (LOA).** An LOA from a property owner granting someone else permission to sign the application form may be provided if the property is owned by a partnership, corporation, LLC or trust or in rare circumstances when an individual property owner is unable to sign the application form. To be considered for acceptance, the LOA must indicate the name of the person being authorized the file, their relationship to the owner or project, the site address, a general description of the type of application being filed and must also include the language in items A-D below. In the case of partnerships, corporations, LLCs or trusts the LOA must be signed and notarized by the authorized signatory as shown on the Ownership Disclosure or in the case of private ownership by the property owner. Proof of Ownership for the signatory of the LOA must be submitted with said letter.
- **Grant Deed.** Provide a Copy of the Grant Deed if the ownership of the property does not match City Records and/or if the application is for a Coastal Development Permit. The Deed must correspond exactly with the ownership listed on the application.
- **Multiple Owners.** If the property is owned by more than one individual (e.g. John and Jane Doe or Mary Smith and Mark Jones) notarized signatures are required of all owners.
 - a. I hereby certify that I am the owner of record of the herein previously described property located in the City of Los Angeles which is involved in this application or have been empowered to sign as the owner on behalf of a partnership, corporation, LLC or trust as evidenced by the documents attached hereto.
 - b. I hereby consent to the filing of this application on my property for processing by the Department of City Planning.
 - c. I understand if the application is approved, as a part of the process the City will apply conditions of approval which may be my responsibility to satisfy including, but not limited to, recording the decision and all conditions in the County Deed Records for the property.
 - d. By my signature below, I declare under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct.

PROPERTY OWNER

7. **PROPERTY OWNER AFFIDAVIT.** Before the application can be accepted, the owner of each property involved must provide a notarized signature to verify the application is being filed with their knowledge. Staff will confirm ownership based on the records of the City Engineer or County Assessor. In the case of partnerships, corporations, LLCs or trusts an officer of the ownership entity so authorized may sign as stipulated below.

- **Ownership Disclosure.** If the property is owned by a partnership, corporation, LLC, or trust, a disclosure identifying an officer of the ownership entity must be submitted. The disclosure must list the names and addresses of the principal owners (25% interest or greater). The signatory must appear in this list of names. A letter of authorization, as described below, may be submitted provided the signatory of the letter is included in the Ownership Disclosure. Include a copy of the current partnership agreement, corporate articles, or trust document as applicable.
 - **Letter of Authorization (LOA).** A LOA from a property owner granting someone else permission to sign the application form may be provided if the property is owned by a partnership, corporation, LLC, or trust or in rare circumstances when an individual property owner is unable to sign the application form. To be considered for acceptance, the LOA must indicate the name of the person being authorized the file, their relationship to the owner or project, the site address, a general description of the type of application being filed and must also include the language in items A-D below. In the case of partnerships, corporations, LLCs or trusts the LOA must be signed and notarized by the authorized signatory as shown on the Ownership Disclosure or in the case of private ownership by the property owner. Proof of Ownership for the signatory of the LOA must be submitted with said letter.
 - **Grant Deed.** Provide a Copy of the Grant Deed If the ownership of the property does not match City Records and/or if the application is for a Coastal Development Permit. The Deed must correspond exactly with the ownership listed on the application.
 - **Multiple Owners.** If the property is owned by more than one individual (e.g., John and Jane Doe or Mary Smith and Mark Jones) notarized signatures are required of all owners.
- a. I hereby certify that I am the owner of record of the herein previously described property located in the City of Los Angeles which is involved in this application or have been empowered to sign as the owner on behalf of a partnership, corporation, LLC, or trust as evidenced by the documents attached hereto.
- b. I hereby consent to the filing of this application on my property for processing by the Department of City Planning.
- c. I understand if the application is approved, as a part of the process the City will apply conditions of approval which may be my responsibility to satisfy including, but not limited to, recording the decision and all conditions in the County Deed Records for the property.
- d. By my signature below, I declare under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct.

*Property Owner's signatures must be signed/notarized in the presence of a Notary Public.
The City requires an original signature from the property owner with the "wet" notary stamp.
A Notary Acknowledgement is available for your convenience on following page.*

Signature 

Date 3-28-24

Print Name Sara E. Rostand

Signature _____

Date _____

Print Name _____

Space Below for Notary's Use

California All-Purpose Acknowledgement

Civil Code ' 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

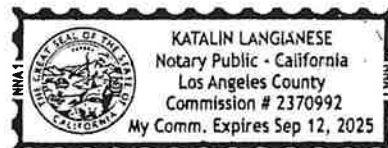
County of LOS ANGELESOn MARCH 28, 2024 before me, KATALIN LANGIANESE, Notary Public
(Insert Name of Notary Public and Title)

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

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

WITNESS my hand and official seal.

Katalin Langianese (Seal)
Signature





202359514789



STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF ORGANIZATION
CA LIMITED LIABILITY COMPANY
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: 202359514789

Date Filed: 10/25/2023

B2206-6723 10/25/2023 4:33 PM Received by California Secretary of State

Limited Liability Company Name	8325 to 8353 Foothill Boulevard, LLC
Initial Street Address of Principal Office of LLC	8660 APPERSON STREET
Principal Address	SUNLAND, CA 91040
Initial Mailing Address of LLC	P.O. BOX 4729
Mailing Address	SUNLAND, CA 91041-4729
Attention	
Agent for Service of Process	Sara Rostand
Agent Name	4034 ALCOVE AVENUE
Agent Address	STUDIO CITY, CA 91604-2345
Purpose Statement	The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.
Management Structure	One Manager
Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.	
Electronic Signature	
<input checked="" type="checkbox"/> By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.	
<u>Charles Staveley</u>	<u>10/25/2023</u>
Organizer Signature	Date

Certificate Verification No.: 156152827 Date: 11/01/2023

COPY

OPERATING AGREEMENT

for 8325 to 8353 Foothill Boulevard, LLC

This Operating Agreement is entered into as of October 1, 2023, by BARBARA R. ROSTAND and SARA E. ROSTAND, as Successor Co-Trustees of the of the ROSTAND SURVIVOR'S TRUST, and BARBARA R. ROSTAND and SARA E. ROSTAND, as Successor Co-Trustees of the of the ROSTAND EXEMPTION TRUST (referred to individually as a Member and collectively as the Members). BARBARA R. ROSTAND and SARA E. ROSTAND are both acting in a fiduciary capacity, on behalf of the ROSTAND SURVIVOR'S TRUST, and the ROSTAND EXEMPTION TRUST (collectively, the "Trusts," and individually a "Trust" herein). BARBARA R. ROSTAND is the current beneficiary of both Trusts.

RECITALS

A. The Members desire to form a limited liability company (Company) under the California Revised Uniform Limited Liability Company Act (the "Act") (California Corporations Code §§17701.01–17713.13).

B. The Members enter into this Operating Agreement to form and provide for the governance of the Company and the conduct of its business and to specify their relative rights and obligations.

Now, therefore, the Members agree as follows:

ARTICLE I: DEFINITIONS

The following capitalized terms used in this Agreement have the meanings specified in this Article or elsewhere in this Agreement and when not so defined shall have the meanings set forth in California Corporations Code §17701.02.

1.1. "Act" means the California Revised Uniform Limited Liability Company Act (California Corporations Code §§17701.01–17713.13), including amendments from time to time.

1.2. "Agreement" means this Operating Agreement, as originally executed and as amended from time to time.

1.3. "Articles of Organization" as applied to this Company shall have the same meaning as set forth in California Corporations Code §17701.02(b).

1.4. "Book Adjustments" means, for any item of Company property for a given fiscal year, adjustments with respect to Book Value for depreciation, cost recovery, or other amortization deduction or gain or loss computed in accordance with Treasury Regulation §1.704–1(b)(2)(iv)(g), including Book Depreciation.

1.5. "Book Depreciation" means, for any item of Company property for a given fiscal year, a percentage of depreciation or other cost recovery deduction allowable for federal income tax purposes for that item during that fiscal year equal to the result (expressed as a percentage) obtained by dividing (1) the Gross Asset value of that item at the beginning of the fiscal year (or

2.3. Address of Principal Office. The principal executive office of the Company shall be located at 8660 Apperson Street, Sunland, California, or any other place or places determined by the Members from time to time. The mailing address of the Company is P.O. Box 4729, Sunland, California 91041-4729, or as otherwise determined by the Members from time to time.

2.4. Agent for Service of Process. The initial agent for service of process on the Company shall be SARA E. ROSTAND, whose address is 4034 Alcove Avenue, Studio City, California 91604-2345. A Majority of Members may from time to time change the Company's agent for service of process.

2.5. Business Purposes. The Company shall be formed for the purposes of engaging in the business of operating commercial real estate.

2.6. Term of Company's Existence. The term of existence of the Company shall commence on the effective date of filing of Articles of Organization with the California Secretary of State, and shall continue until terminated by the provisions of this Agreement or as provided by law.

2.7. Manager. SARA E. ROSTAND shall be the manager of the Company. A majority of the Membership units may appoint a Manager.

ARTICLE III: CAPITALIZATION

3.1. Capital Contributions. The Company's initial capitalization shall be \$9,000,000.00 to be contributed by the members as follows:

<u>MEMBER</u>	<u>CONTRIBUTION</u>	<u>PERCENTAGE INTEREST</u>
BARBARA R. ROSTAND, and SARA E. ROSTAND as Successor Co-Trustees of the ROSTAND SURVIVOR'S TRUST	50% interest in the property commonly known as 8325 to 8343, and 8349 to 8353 Foothill Boulevard, Sunland California, valued at \$4,500,000.00.	50%
BARBARA R. ROSTAND, and SARA E. ROSTAND as Successor Co-Trustees of the ROSTAND EXEMPTION TRUST	50% interest in the property commonly known as 8325 to 8343, and 8349 to 8353 Foothill Boulevard, Sunland California, valued at \$4,500,000.00.	50%

3.2. Capital Account. Each Trust shall maintain a Capital Account consisting of that Member's Capital Contribution, (1) increased by that Member's share of Profits, (2) decreased by that Member's share of Losses, and (3) adjusted as required in accordance with applicable provisions of the Internal Revenue Code and Treasury Regulations.

4.6. Noncash Proceeds. If the proceeds from a sale or other disposition of a Company asset consist of property other than cash, the value of the property shall be as determined by the Members. Noncash proceeds shall then be allocated among all the Members in proportion to their Percentage Interests. If noncash proceeds are subsequently reduced to cash, the cash shall be distributed to each Member in accordance with Section 4.5.

4.7. Liquidating Proceeds. Notwithstanding any other provisions of this Agreement to the contrary, when there is a distribution in liquidation of the Company, or when any Member's Interest is liquidated, all items of income and loss first shall be allocated to the Members' Capital Accounts under this Article IV, and other credits and deductions to the Members' Capital Accounts shall be made before the final distribution is made. The final distribution to the Members shall be made to the Members to the extent of and in proportion to their positive Capital Account balances.

4.8. Election Out of Partnership Audit Rules. The Members and the Company acknowledge that the Company is currently qualified under Internal Revenue Code §6221(b) to elect out of Subchapter C of Chapter 63 of the Internal Revenue Code. The Members and the Company agree not to take any action that would cause the Company to lose its eligibility to elect out of Subchapter C of Chapter 63 of the Internal Revenue Code. Each Member further agrees not to sell or otherwise transfer a membership interest to any Person that would cause the Company to lose its eligibility to elect out of Subchapter C of Chapter 63 of the Internal Revenue Code, including, without limitation, a transfer to any entity classified as a partnership or a trust for federal income tax purposes. Any sale or transfer in contravention of this paragraph shall be void ab initio. Any Member that is taxable as an "S corporation" (as defined in Internal Revenue Code §1361(a)(1)) agrees to provide the Company with the name and taxpayer identification number of each Person with respect to which that Member is required to furnish a statement under Internal Revenue Code §6037(b) for the taxable year for which the election out of Subchapter C of Chapter 63 of the Internal Revenue Code is made.

ARTICLE V: MANAGEMENT


5.1. The Company Shall be Managed by a Manager. The business of the Company shall be managed by a Manager, initially designated to be SARA E. ROSTAND. Except for those matters specifically identified herein to be determined by the vote of the Members, the Manager shall have full authority over the affairs of the Company.

5.2. Procedure for Action by Members. The Members are not required to hold meetings, and decisions may be reached through one or more informal consultations followed by agreement among a Majority of Members, provided that all Members are consulted (although all Members need not be present during a particular consultation), or by a written consent signed by a Majority of Members. In the event that Members wish to hold a formal meeting (a "Meeting") for any reason, the following procedures shall apply:


- 1) Any Members representing more than 10 percent of the total interest in current profits of all Members may call a Meeting of the Members by giving Notice of the time and place of the Meeting at least 48 hours beforehand. The Notice shall state the place, date, and hour of the meeting, the means of electronic

In witness whereof, the parties have executed or caused to be executed this Agreement on October 30, 2023.


ROSTAND SURVIVOR'S TRUST

By: 
BARBARA R. ROSTAND, as Successor
Co-Trustee of the of the ROSTAND
SURVIVOR'S TRUST


ROSTAND SURVIVOR'S TRUST

By: 
SARA E. ROSTAND, as Successor
Co-Trustee of the of the ROSTAND
SURVIVOR'S TRUST

ROSTAND EXEMPTION TRUST

By: 
BARBARA R. ROSTAND, as Successor
Co-Trustee of the of the ROSTAND
EXEMPTION TRUST

ROSTAND EXEMPTION TRUST

By: 
SARA E. ROSTAND, as Successor
Co-Trustee of the of the ROSTAND
EXEMPTION TRUST

A separate signature from the applicant, whether they are the property owner or not, attesting to the following, is required before the application can be accepted.

- a. I hereby certify that the information provided in this application, including plans and other attachments, is accurate and correct to the best of my knowledge. Furthermore, should the stated information be found false or insufficient to fulfill the requirements of the Department of City Planning, I agree to revise the information as appropriate.
- b. I hereby certify that I have fully informed the City of the nature of the project for purposes of the California Environmental Quality Act (CEQA) and have not submitted this application with the intention of segmenting a larger project in violation of CEQA. I understand that should the City determine that the project is part of a larger project for purposes of CEQA, the City may revoke any approvals and/or stay any subsequent entitlements or permits (including certificates of occupancy) until a full and complete CEQA analysis is reviewed and appropriate CEQA clearance is adopted or certified.
- c. I understand that the environmental review associated with this application is preliminary, and that after further evaluation, additional reports, studies, applications and/or fees may be required.
- d. I understand and agree that any report, study, map or other information submitted to the City in furtherance of this application will be treated by the City as public records which may be reviewed by any person and if requested, that a copy will be provided by the City to any person upon the payment of its direct costs of duplication.
- e. I understand that the burden of proof to substantiate the request is the responsibility of the applicant. Additionally, I understand that planning staff are not permitted to assist the applicant or opponents of the project in preparing arguments for or against a request.
- f. I understand that there is no guarantee, expressed or implied, that any permit or application will be granted. I understand that each matter must be carefully evaluated and that the resulting recommendation or decision may be contrary to a position taken or implied in any preliminary discussions.
- g. I understand that if this application is denied, there is no refund of fees paid.
- h. I understand and agree to defend, indemnify, and hold harmless, the City, its officers, agents, employees, and volunteers (collectively "City"), from any and all legal actions, claims, or proceedings (including administrative or alternative dispute resolution (collectively "actions")), arising out of any City process or approval prompted by this Action, either in whole or in part. Such actions include but are not limited to: actions to attack, set aside, void, or otherwise modify, an entitlement approval, environmental review, or subsequent permit decision; actions for personal or property damage; actions based on an allegation of an unlawful pattern and practice; inverse condemnation actions; and civil rights or an action based on the protected status of the petitioner or claimant under state or federal law (e.g. ADA or Unruh Act). I understand and agree to reimburse the City for any and all costs incurred in defense of such actions. This includes, but is not limited to, the payment of all court costs and attorneys' fees, all judgments or awards, damages, and settlement costs. The indemnity language in this

paragraph is intended to be interpreted to the broadest extent permitted by law and shall be in addition to any other indemnification language agreed to by the applicant.

- i. I understand that the City is protected by numerous statutory immunities from liability for damages that may be caused by its land use regulatory actions, as set forth in Government Code, section 818, et seq. For instance, the City cannot be held liable for personal or property injuries or damages allegedly caused by its approval and issuance of any discretionary permit, entitlement or approval (Gov. Code § 818.4), or its failure to inspect or its negligence in inspecting a property for the purpose of determining whether the property complies with or violates any permit, entitlement or approval or contains or constitutes a hazard to health or safety (Gov. Code § 818.6).
- j. By my signature below, I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents are true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of license or permit.

The City requires an original signature from the applicant. The applicant's signature below does not need to be notarized.

Signature: _____

Date: 6/14/25

Print Name: Leticia Smith of Smartlink on behalf of Tarpon Towers

REFERRAL FORM



WIRELESS TELECOMMUNICATIONS FACILITIES Pre-Application Internal Review

Any Wireless Telecommunications Facilities (WTF) application submitted to Los Angeles City Planning shall obtain a WTF Referral Form (Referral Form) signed by Wireless Planning Staff. This Referral Form is intended to identify the type of approval required for a WTF project through a Pre-Application Review process. Based on the Pre-Application Review, the WTF shall require one of the following processes:

- **Administrative Sign-Off**
- **Administrative Plan Approval**
- **Class 2 Conditional Use Permit**
- **Project Exception**
- **Plan Approval (PA) / (PAD) - Deemed to be Approved**

For more information regarding administrative approvals pursuant to Section 6409(a) of the 2012 Middle Class Tax Relief and Job Creation Act, or regarding the Class 2 Conditional Use Permit, pursuant to Los Angeles Municipal Code Section 12.24 W.49 of Chapter 1, refer to the Instructions for WTF Administrative Review ([CP13-7849](#)).

City Planning reserves the right to require an updated Referral Form for the project if more than **180 days** has lapsed from the date of the signature provided by Wireless Staff, or as necessary to reflect project modifications, policy changes and/or amendments to the LAMC, local, State and Federal laws.

NOTE: This Referral Form does not constitute a City Planning application.

THIS SECTION TO BE COMPLETED BY PLANNING STAFF ONLY

Parent Case No: _____ **Condition No(s):** _____

Carrier: Verizon

Project Site Address: 8325 W. Foothill Blvd.

Community Plan Area: Sunland - Tujunga - Lake View Terrace - Shadow Hills - East La Tuna Canyon

Specific Plan, DRB, CDO, POD, NOD, CPIO, or SN, including Subarea, if applicable:

Foothill Boulevard Corridor Specific Plan

Description of proposed project:

Proposed installation of new monoeucalyptus Wireless Telecommunications Facility:

Installation of one (1) new 45'-0" monoeucalyptus, one (1) new 8'-8" x 80'-0" lease area, two (2) new equipment cabinets, one (1) new future equipment cabinet, one (1) new 27kW/ 125 gal standby generator, one (1) new GPS antenna, (12) new panel antennas; four (4) per sector and (12) new remote radios; four (4) per sector.

- Type of proposed WTF (e.g., rooftop, monopole, tower): monoeucalyptus
- Height of the existing structure: N/A
- Height of the proposed project (including WTF equipment): 45'-0"
- Will there be an emergency generator? ☒ YES ☐ NO
 - If YES, specify location, type, and size (e.g., fuel/kw): 27kW/ 125 gal standby diesel generator to be located at grade on within new CMU wall enclosure.
- Is there any existing/proposed screening? ☒ YES ☐ NO
 - If YES, describe: faux bark from pole base up to 5'-0" above the lowest branch and the remainder of the pole to be painted to match.
- Describe type and location of ancillary equipment (e.g., cabinets): (2) equipment cabinets, (1) future equipment cabinet, (1) GPS antenna, (1) 27kW/ 125 gal standby generator to located at grade.
- Total square footage of the leased area: 693 sq ft
- **Sector/Equipment Breakdown.** Complete this table following the format given in the example:

Sector (e.g., 1, 2, 3)	Quantity and Type of Equipment (e.g., 4 Antennas, 4 RRUs, 1 GPS, 1 Microwave Dish)
1	Install (4) panel antennas, (4) remote radios
2	Install (4) panel antennas, (4) remote radios
3	Install (4) panel antennas, (4) remote radios

For modification of an existing wireless facility and associated equipment, or construction of a new facility, the following approval is required:

- ☐ Administrative Sign-Off
- ☐ Administrative Plan Approval
- ☒ Class 2 Conditional Use Permit pursuant to LAMC Section 12.24 W.49 of Chapter 1
- ☐ Project Exception
- ☐ Plan Approval (PA) / (PAD) - Deemed to be Approved

Proposed installation of new monoeucalyptus Wireless Telecommunications Facility. Discretionary Filling required with fees.

Wireless Planning Staff Signature: Melita N. Evans Digitally signed by Melita N. Evans
Date: 2024.12.16 11:17:10 -08'00'

Print Name: Melita N. Evans

Phone Number: 213.682.6398 Date: 12.16.2024



REFERRAL FORMS:

GEOGRAPHIC PROJECT PLANNING REFERRAL

APPLICABILITY: This form, completed and signed by appropriate Planning Staff, must accompany any application submitted to the Department of City Planning regarding any of the following proposed project types:

- Specific Plan area
- Community Design Overlays (CDO)
- Neighborhood Oriented District (NOD)
- Sign District (SN)
- Small Lot Subdivision
- Zone Change
- Design Review Board (DRB)
- Pedestrian Oriented District (POD)
- Community Plan Implementation Ordinance (CPIO)
- Public Benefit Alternative Compliance
- Zone Variance

PROJECT SUMMARY:

1. **Address of Subject Property:** 8325 Foothill Blvd, Sunland, CA 91040
2. **Name of Community Plan Area:** Sunland - Tujunga - Lake View Terrace - Shadow Hills - East La Tuna Ca
 - a. **Name of Specific Plan, DRB, CDO, POD, NOD, CPIO, or SN, including subarea if applicable:** (If this is a Density bonus, Small Lot Subdivision or Zone Variance case, please write in the application type).
Foothill Boulevard Corridor

3. Project Type (check all that apply)

- | | | | |
|--|-----------------------------------|--|--|
| <input type="checkbox"/> New construction | <input type="checkbox"/> Addition | <input type="checkbox"/> Renovation | <input type="checkbox"/> Sign |
| <input type="checkbox"/> Change of Use | <input type="checkbox"/> Grading | <input type="checkbox"/> Density Bonus | <input type="checkbox"/> Small Lot Subdivision |
| <input checked="" type="checkbox"/> Other (describe) <u>Wireless Telecommunications Facility</u> | | | |

If Change of Use, what is:

Existing Use? _____ Proposed Use? _____

Description of proposed project:

Proposed installation of a new 45' tall monoeucalyptus Wireless Telecommunications Facility

Items 4-7 to be completed by Department of City Planning Staff Only

4. AUTHORIZATION TO FILE: (check all that apply)

Specific Plan/SN

- | | |
|---|---|
| <input type="checkbox"/> Project Permit | <input type="checkbox"/> Adjustment |
| <input type="checkbox"/> Minor (3 signs or less OR change of use) | <input type="checkbox"/> Exception |
| <input type="checkbox"/> Standard (Remodel or renovation in which additions are no greater than 200 sq. ft. more than 3 signs, wireless equipment) | <input type="checkbox"/> Amendment |
| <input type="checkbox"/> Major (All other projects, e.g. new buildings, remodels that include an addition of more than 200 sq. ft.) | <input type="checkbox"/> Interpretation |
| <input type="checkbox"/> Modification | <input type="checkbox"/> Not a Project |
| | <input type="checkbox"/> Other |

Design Review Board☐ Preliminary Review☐ Final Review**CDO/POD/NOD**☐ Discretionary Action☐ **Minor** (3 signs or less OR change of use)☐ **Standard** (Remodel or renovation in which additions are no greater than 200 sq. ft. more than 3 signs, wireless equipment)☐ **Major** (All other projects, e.g. new buildings, remodels that include an addition of more than 200 sq. ft.)☐ Sign-off only☐ Not a Project**Community Plan Implementation Overlay (CPIO)**☐ Administrative Clearance (Multiple Approvals)☐ CPIO Adjustment (CPIOA)☐ CPIO Exception (CPIOE)☐ *Potentially Historic Resource***Affordable Housing**☐ Density Bonus☐ Affordable Housing Referral Form☐ Off-menu incentives requested☐ Conditional Use >35%☐ Public Benefit**Small Lot Subdivision**☐ Consultation completed**Streetscape Plan**☐ Consultation completed☐ Not a Project or N/A under Streetscape Plan: _____
(Insert Streetscape Plan Area)**5. ENVIRONMENTAL CLEARANCE:**☐ Not Determined☐ Categorical Exemption☐ Class 32 Categorical Exemption☐ Existing ENV Case Number: _____☐ ENV Addendum Case Number: _____☐ Environmental Assessment Form (EAF)☐ Other Entitlements needed**6. PUBLIC NOTICING:**☐ Standard (BTC to mail hearing notice)☐ Special (At time of filing applicant must pay BTC to mail determination letters only)☐ Abutting owners☐ Abutting occupants**7. NOTES:**

--

Project Planning Signature:	Phone Number:
Print Name	Date

INSTRUCTIONS: Project Planning Referrals

1. **Appointments:** A pre-filing appointment with the assigned planner is required to complete this referral form. City Planning's current *Assignment List* can be found on our website at <http://planning.lacity.org> under the "About" tab. [After the form is completed an appointment to file your application at the Development Services Centers is also required and must be made via the City Planning website.]
2. **Review Materials:** Review of the application by assigned staff is intended to identify the level of review required for the project and to provide the Applicant with early notification of any issues with regard to requested actions or the adequacy of application exhibits/materials which could subsequently delay processing.
 - a. Provide the assigned planner with a copy of this form with items in the Project Summary section completed.
 - b. Provide a complete copy of all application materials as specified in the Master Filing Instructions (e.g. completed DCP Application, plot plans, photographs, etc.).
 - c. Provide the Specialized Requirements/Findings or Instructions pertinent to your project (e.g. Specific Plan filing instructions, DRB filing instructions, Tentative Tract filing instructions, etc.).
3. **Other Applicable Approvals:** Applicants are strongly advised to obtain a pre-plan check consultation with the Los Angeles Department of Building and Safety (LADBS) to ascertain if there are any other issues or necessary approvals associated with the project/site which should be resolved prior to filing. The design of the proposed project may require alterations in order to comply with the Los Angeles Municipal Code.

City of Los Angeles Department of City Planning WEBSITE: <http://planning.lacity.org>

<u>DOWNTOWN OFFICES:</u>	Central Project Planning Offices Los Angeles City Hall 200 N. Spring Street, Room 621 Los Angeles, CA	West/South/Harbor Project Planning Offices Los Angeles City Hall 200 N. Spring Street, Room 720 Los Angeles, CA	DSC Metro Counter Figueroa Plaza, 4 th Floor 221 N. Figueroa St. Los Angeles, CA
<u>VALLEY OFFICES:</u>	Valley Project Planning Offices Marvin Braude Building 6262 Van Nuys Blvd., Suite 430 Van Nuys, CA		DSC Valley Counter Marvin Braude Building 6262 Van Nuys Blvd., Suite 251 Van Nuys, CA
<u>WEST LA OFFICE:</u>			DSC West Los Angeles Counter 1828 Sawtelle Blvd., 2nd Floor West Los Angeles, CA 90025

Tarpon Site Oro Vista

Project Address: 8325 Foothill Blvd, Sunland, CA 91040

Findings

Class 2 Conditional Use Permit

1. The project will enhance the built environment in the surrounding neighborhood or will perform a function or provide a service that is essential or beneficial to the community, city, or region.

The proposed stealth new wireless telecommunications facility will enhance the built environment by integrating seamlessly into the existing aesthetic of the surrounding neighborhood. By utilizing a monoeucalyptus design, the facility will remain visually unobtrusive while providing critical infrastructure to support the growing demand for reliable wireless connectivity. This is essential for the community as it will enhance access to high-speed internet, facilitate emergency communication services, and support modern technologies that rely on robust wireless networks.

Additionally, this project will significantly benefit the community, city, and region by:

Improving Public Safety: Reliable wireless coverage ensures that first responders and emergency services can communicate effectively during crises.

Supporting Economic Growth: Businesses in this area of Foothill Blvd. will benefit from enhanced connectivity, enabling them to operate more efficiently and attract customers. Businesses in the area include various retail locations such as 7 Eleven, pet medical centers, pet grooming, bakeries, flower markets, Jack in the Box, gas stations, shopping centers, comprehensive community health center just to mention a few.

2. The project's location, size, height, operations, and other significant features will be compatible with and will not adversely affect or further degrade adjacent properties, the surrounding neighborhood or the public health, welfare, and safety.

The proposed project is an unmanned wireless telecommunications facility that will not generate any traffic, it will blend well with the surroundings will not adversely affect adjacent properties or the surrounding neighborhood or their public health, welfare and safety. On the contrary it will benefit the community improving public safety, connectivity and community wellbeing.

3. The project substantially conforms with the purpose, intent and provisions of the General Plan, the applicable community plan, and any applicable specific plan.

The proposed new wireless telecommunications facility project aligns with the General Plan by supporting sustainable growth of the area while enhancing the quality of life of residents and customers of the surrounding areas.

4. The project balances the benefit of the project to the public with the facility's technological constraints, design, and location, as well as any other relevant factors.

The proposed stealth wireless telecommunication facility is designed to enhance wireless coverage and capacity while minimizing visual impact. This project represents a necessary infrastructure improvement that will enhance service and connectivity, the project complies with applicable land use and zoning regulations, the site was selected based on a thorough analysis of coverage needs, engineering feasibility, and land-use compatibility.

5. The project is consistent with the general requirements of the WTF Standards set forth in Section 12.21 A.20 of Chapter 1.

The project is consistent with the general requirements with a height of 45', the facility is designed to have the least possible visual impact with a faux eucalyptus design it's meant to blend in with other trees in the area and the surrounding characteristics of the community while still providing the much needed service to the area. Photo simulations of the proposed facility are also included for your review.

Tarpon Site Oro Vista

The proposed project site at 8325 Foothill Blvd, Sunland, CA 91040 is the most suitable location to offload existing sites and also improve coverage along Foothill Blvd. This site was selected based on a thorough analysis of coverage needs, engineering feasibility and land use compatibility.

Evidence of Co-location Efforts.

Verizon Wireless will collocate on existing facilities when appropriate. The appropriateness of a site includes the available height for the antennas, the available ground space for the equipment, the willingness of the landowner to lease space, and the like. In this instance, there is no facility within the search area or within half a mile of the subject property that would lend itself to collocation. There were no collocation opportunities within the search ring.

Sunland Neighborhood church located at 10638 Ora Vista Ave zoned R1 was evaluated however, the current location was preferred as it's zoned commercial C2.

The enclosed application is presented for your consideration. Tarpon Towers requests a favorable determination and approval of a Class 2 Conditional Use Permit to build the proposed facility. Please contact me at 619-208-2063 for any questions or requests for additional information.

Respectfully submitted,

Leticia Smith of Smartlink LLC on behalf of Tarpon Towers

6/14/25

Department of City Planning

RE: ZA-2025-923-CUW - 8325 W Foothill Boulevard, Sunland, CA

We respectfully submit this justification for not including a new landscape plan as part of the application for the proposed monoeucalyptus (monoeuc) wireless telecommunications facility. The request is based on the presence of existing mature landscaping at the project site, which fully satisfies the intent of CP-13-7806 and the City's applicable landscape requirements.

The proposed monoeuc and associated ancillary equipment will be strategically located within an existing landscaped area that currently includes a mix of trees, shrubs, and groundcover. This existing vegetation:

- Provides adequate visual screening from public views and adjacent uses,
- Integrates the facility seamlessly into the surrounding built environment,
- Meets the functional and aesthetic intent of City design guidelines.

Per the City's Specialized Requirements for Wireless Telecommunications Facilities (CP-13-7806), the landscape and irrigation plan is required to mitigate the visual presence of WTFs. Given the stealth design of the monoeuc and the existing landscape's screening capacity, no additional landscape measures are necessary to meet the intent of this directive.

By utilizing existing vegetation, the project avoids the need for new irrigation infrastructure, which aligns with the City's water conservation priorities and reduces ongoing maintenance obligations.

For these reasons, we respectfully request relief from submitting a new landscape and irrigation plan, as the existing on-site landscaping sufficiently addresses the visual, environmental, and aesthetic requirements outlined in the City of Los Angeles design guidelines and planning code.

Respectfully,



Leticia Smith of Smartlink on behalf of Tarpon Towers.

Photo of fully landscaped project location.



6/14/25

Department of City Planning

RE: FAA Statement- ZA-2025-923-CUW - 8325 W Foothill Boulevard

The proposed project is not located within an airport hazard zone.

Respectfully,

A handwritten signature in dark ink, appearing to read "LS" followed by a stylized surname.

Leticia Smith of Smartlink on behalf of Tarpon Towers.



January 21, 2025

RE: Verizon Wireless Stealth Tree site Located at 8325 Foothill Blvd, Sunland, CA 91040.

To Whom It May Concern,

We write to inform you that Verizon Wireless has performed a radio frequency (RF) compliance pre-construction evaluation for the above-noted proposed site and based on the result of the evaluation, the site will be compliant with FCC Guidelines.

The FCC has established safety rules relating to potential RF exposure from cell sites. The rules are codified at 47 C.F.R § 1.1310. The FCC provides guidance on how to ensure compliance with its rules in the FCC Office of Engineering and Technology Bulletin 65 (available at https://transition.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins/oet65/oet65.pdf). The FCC developed the RF standards, known as Maximum Permissible Exposure (MPE) limits, in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration. The FCC provides information about the safety of radio frequency (RF) emissions from cell towers on its website at: <https://www.fcc.gov/engineering-technology/electromagnetic-compatibility-division/radio-frequency-safety/faq/rf-safety>.

Please refer to the FCC Office of Engineering and Technology Bulletin 65 and the attached Verizon Wireless RF Brochure for information on RF exposure guidelines, RF safety, and landlord responsibilities. Questions related to compliance with federal regulations should be directed to VZWRFCompliance@VerizonWireless.com.

Please contact your local Verizon Wireless resource below if you have additional site-specific questions.

Contact Name	Contact Email	Contact Phone
Michael Armanios	WestSoCalNetworkCompliance@verizonwireless.com	949-237-0120

Sincerely,

Jason Giggles
Manager-RF System Design
Verizon Wireless

The background of the entire page is a black and white photograph. It shows a rooftop in the foreground with several tall metal towers and antennas. In the background, a large, multi-story apartment building with many windows and balconies is visible. The sky is clear.

RADIOFREQUENCY EMISSIONS

SAFETY & AWARENESS
REFERENCE GUIDE

This handout is not intended to replace the FCC/OSHA mandated occupational requirement for RF Safety & Awareness Training

FEDERAL COMPLIANCE REQUIREMENTS

The Federal Communications Commission (FCC) has established safety guidelines relating to RF exposure from cell sites. The FCC developed those standards, known as Maximum Permissible Exposure (MPE) limits, in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration.

The standards were developed by expert scientists and engineers after extensive reviews of the scientific literature related to RF biological effects. The FCC explains that its standards incorporate prudent margins of safety.

CLASSIFICATIONS FOR EXPOSURE LIMITS

OCCUPATIONAL

Persons are “exposed as a consequence of their employment” and are “fully aware of the potential for exposure and can exercise control over their exposure.”

GENERAL POPULATION

Any persons that “may not be made fully aware of the potential for exposure or cannot exercise control over their exposure.”

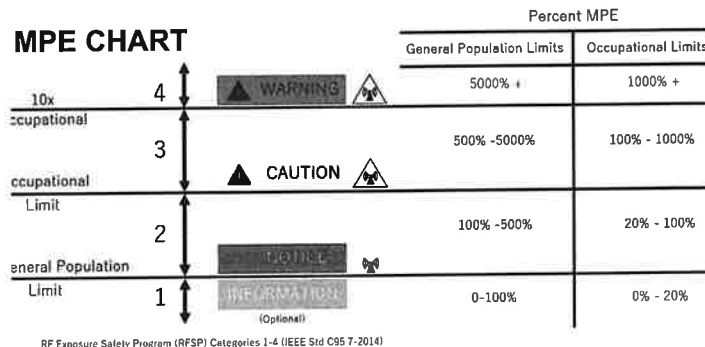
Those in this category do not require RF Safety & Awareness Training.

ENSURING COMPLIANCE WITH FCC GUIDELINES

Areas or portions of any transmitter site may be susceptible to high power densities that could cause personnel exposures in excess of the FCC guidelines. Wireless Licensees are required by law to implement the following:

- Restrict access
- Post notification signage on every access point to increase awareness of the potential for exposure BEFORE one enters an area with antennas.
- Place additional notification signage and visual indicators in an area with antennas (beyond an access point) where RF exposure levels may start to exceed the FCC’s limits.

MPE CHART



GENERAL EXPOSURE MANAGEMENT

- Assume that all antennas are active
- Obey all posted signs
- Do not stop in front of any antenna
- Recognize the type of antenna and approach at the safest angle
- Contact wireless operator to coordinate access if required
- Signage will indicate where potential RF conditions exist
- Understand pathways of safe egress
- If needed and possible wear personal protection equipment
- When using a personal monitor, remember the time averaging limits and monitor alarm thresholds if working in front of antennas
- If experiencing symptoms of heat exhaustion or nausea, remove yourself from the worksite and seek medical attention
- Power density decreases with distance so maintain distance between you and the antennas. The greater the distance you are from an antenna the bigger the reduction of RF exposure you will receive

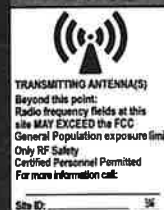
PROPERTY OWNER RESPONSIBILITIES (M.E.N.U.)

RF exposure safety and the protection of every licensee's infrastructure are very important. Property owners and licensees have a shared responsibility in maintaining a safe and secure RF environment. Property owners can help in this significant endeavor by:

- **M**aintaining all necessary wireless licensee contact information.
- **E**nforcing restricted access (help maintain a Controlled Environment). Ensuring all building/maintenance personnel are trained in RF Safety, aware that the potential for exposure exists, and follow all appropriate entry and safety procedures.
- **N**otifying all licensees when any non-carrier requests access to any area with antennas at least 24 hours in advance.
- **U**nderstanding that compliance with the FCC and OSHA can be achieved with RF Exposure levels above the applicable limit if the proper signage, physical/indicative barrier, and access restrictions are implemented. Commitment to compliance and willingness to cooperate are essential.

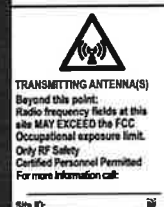
NOTIFICATION SIGNS

NOTICE



A blue Notice sign is posted when levels (beyond posted signage) may exceed General Population MPE limits.

CAUTION



A yellow Caution sign is posted when levels (beyond posted signage) may exceed Occupational MPE limits.

WARNING



An orange Warning sign is posted when levels (beyond posted signage) exceed 10 times the Occupational MPE limits.

TYPES OF ANTENNAS

MICROWAVE ANTENNA

- Highly directional antenna model used for point to point communications
- Approach from the rear and sides. Do not stand or walk in front of microwaves as they transmit at a high frequency.



PANEL ANTENNA

- Range from 1 to 8 feet in length
- Sled mounted or to a support structure on site (Rooftop)
- Approach these antennas from the rear.



OMNI ANTENNA

- Omni antennas have the appearance of a rod-shaped pole and radiate in a 360° pattern around the pole.
- At the antenna level, there is no approach angle that is safer than another. Typically, emissions directly below the antenna are less than in front of the antenna.



QUASI-OMNI ANTENNA

- Quasi-Omni antennas have the appearance of a cylinder and contain emitters that radiate in a 360° pattern around the pole.
- At the antenna level, there is no approach angle that is safer than another. Typically, emissions directly below the antenna are less than in front of the antenna.



YAGI ANTENNA

- Directional antenna model
- Approach from sides and rear.



RF SAFETY TRAINING CONTACTS

WATERFORD CONSULTANTS www.waterfordconsultants.com

EBI www.ebiconsulting.com

SITESAFE www.sitesafe.com

DTECH COMMUNICATIONS..... www.dtech.com



CONTACT US

Email: VZWRFCCompliance@vzw.com
Subject: "ATTN:RF Compliance"

For Emergency Maintenance:
1-800-264-6620

verizon[✓]

This page is part of your document - DO NOT DISCARD



20230790112



Pages:
0004

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

11/15/23 AT 02:23PM

FEES :	30.00
TAXES :	0.00
OTHER :	0.00
SB2 :	75.00
PAID :	105.00



LEADSHEET



202311150110183

00023965193



014395772

SEQ:
01

SECURE - Daily



THIS FORM IS NOT TO BE DUPLICATED

F36600#2555-024-002

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

CHARLES J. STAVELEY
Pabst and Staveley
3436 N. Verdugo Rd. Suite 220
Glendale, California 91208

MAIL TAX STATEMENTS TO:

8325 to 8353 Foothill Boulevard, LLC
c/o: Barbara R. Rostand and Sara E. Rostand
P.O. Box 4729
Sunland, CA 91040

APN: 2555-024-002 and 2555-024-023

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

GRANT DEED

The undersigned Grantors declare that the Grantors and the Grantees in this conveyance are comprised of the same parties who continue to hold the same proportionate interest in the property, R & T §11925(d).
Documentary Transfer Tax is \$0.00

- ☐ City of Los Angeles
☒ Unincorporated Area of Sunland

Barbara R. Rostand and Sara E. Rostand, as Successor Co-Trustees of the Rostand Survivor's Trust as to an undivided one-half interest, and Barbara R. Rostand and Sara E. Rostand, as Successor Co-Trustees of the Rostand Exemption Trust as to the remaining undivided one-half interest, both of said Trusts established under the Rostand Family Trust under Declaration of Trust dated May 28, 1999, the GRANTORS,

HEREBY GRANT TO

8325 to 8353 Foothill Boulevard, LLC,* a California limited liability company, the GRANTEE,

All THAT PROPERTY situated in the County of Los Angeles, State of California, which property is bounded and described as set forth in Exhibit "A" attached hereto and incorporated herein by reference, and more commonly known as :8349-8353 Foothill Blvd., Sunland, CA 91040, and 8325-8343 Foothill Blvd., Sunland, CA 91040.

*50% of the membership units in 8325 to 8353 Foothill Boulevard, LLC are owned by Barbara R. Rostand and Sara E. Rostand, as Successor Co-Trustees of the Rostand Survivor's Trust, and the remaining 50% of the membership units in 8325 to 8353 Foothill Boulevard, LLC are owned by Barbara R. Rostand and Sara E. Rostand, as Successor Co-Trustees of the Rostand Exemption Trust.

Executed on October 30, 2023, in Los Angeles County, California.

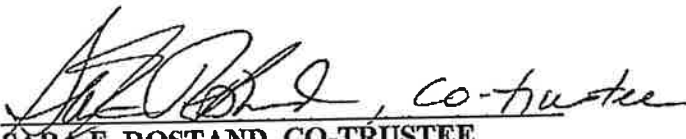
On behalf of the Rostand Survivor's Trust established under the Rostand Family Trust
under Declaration of Trust dated May 28, 1999:


BARBARA R. ROSTAND, CO-TRUSTEE


SARA E. ROSTAND, CO-TRUSTEE

On behalf of the Rostand Exemption Trust established under the Rostand Family Trust
under Declaration of Trust dated May 28, 1999:


BARBARA R. ROSTAND, CO-TRUSTEE


SARA E. ROSTAND, CO-TRUSTEE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On October 30, 2023, before me, JANELLE KING, a Notary Public, personally appeared BARBARA R. ROSTAND, and SARA E. ROSTAND, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entities upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.



Notary Public Seal


Notary Public Signature

EXHIBIT A

Real property in the City and County of Los Angeles, State of California and legally described as follows:

PARCEL 1:

Lot 3 of Tract 3986, in the City of Los Angeles, as per map recorded in Book 59, Page 75 of Maps, in the office of the County Recorder of said county.

Commonly known as 8349-8353 Foothill Boulevard, Sunland, California
(Assessor's Parcel Number 2555-024-002)

PARCEL 2:

Lots 4, 5, 6, 7, 8, and 9 of Tract 3986, in the City of Los Angeles, as per Map recorded in Book 59, Page 75 of Maps, in the office of the County Recorder of said county and the West 150 feet of that portion of the South one-half of the South one-half of Lot 39 of the Monte Vista Tract, as per map recorded in Book 6, Pages 324 and 325 of Miscellaneous Records, in the office of the County Recorder of said County, lying Easterly of the East line Of Tract No. 3986, as per map recorded in Book 59, Page 75 of Maps, said South one-half of the South one-half of said Lot being measured from the center of the streets adjoining said Lot.

Commonly known as 8325 - 8343 Foothill Boulevard, Sunland, California
(Assessor's Parcel No. 2555-024-023)

LAND LEASE AGREEMENT

This Land Lease Agreement ("Agreement") entered into as of the latter of the dates set forth on the signature page hereof, by and between **8325 to 8353 Foothill Boulevard, LLC**, a California limited liability company, whose address is 15442 Ventura Blvd., Suite 200 Sherman Oaks, CA 91403 ("Owner") and **Tarpon Towers III, LLC**, a Delaware limited liability company, 8916 77th Terrace East, Suite 103, Lakewood Ranch, FL 34202 ("Tenant"), provides for the granting and leasing of certain property interests on the following terms:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY.** The property interests hereby leased and granted by Owner ("Premises") shall include the following:
 - a) Real property comprised of approximately one thousand eight (1,008) square feet of land.
 - b) Non – exclusive easement required to run utility lines and cables.
 - c) Non – exclusive easement across Owner's Property (hereinafter defined) for access.

IN OR UPON THE Owner's real property ("Owner's Property") located at 8325 Foothill Blvd. Sunland, Los Angeles County, CA 91040 (Tax Parcel ID: 2555-024-023), which Owner's Property is more particularly described on Exhibit "A" and the Premises which are more particularly described on Exhibit "B" both exhibits of which are attached hereto and incorporated herein by this reference as if fully set forth.

2. **OPTION.** In consideration of the sum of
(the "Option Money"), to be paid by Tenant to Owner within thirty (30) days of Tenant's execution of this Agreement, Owner hereby grants to Tenant the exclusive right and option (the "Option") to lease the Premises in accordance with the terms and conditions set forth herein.

Tenant's obligation to pay the Option Money is contingent upon Tenant's receipt of a W-9 form setting forth the tax identification number or social security number of Owner, person or entity, to whom the Option Money is to be made payable as directed in writing by Owner.

OPTION PERIOD. The Option may be exercised at any time within Twelve (12) months of execution of this Agreement by all parties (the "Option Period"). At Tenant's election and upon Tenant's written notice to Owner prior to expiration of the Option Period, the Option Period may be further extended for one (1) additional Twelve (12) month period with an additional payment of

by Tenant to Owner for each extension of the Option

Period. If Tenant fails to exercise the Option within the Option Period as it may be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed surrendered, Owner shall retain all money paid for the Option, and no additional money shall be payable as either party to the other.

CHANGES IN PROPERTY DURING THE OPTION PERIOD. If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner decides to sell, subdivide, or change the status of the zoning of the Premises, Owner's Property or other real Property of Owner contiguous to, surrounding, or in the vicinity of the Premises, Owner shall immediately notify Tenant in writing. Any sale of Owner's Property shall be subject to Tenant's rights under this Agreement. Owner agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner shall not initiate or consent to any change in the zoning of Owner's Property or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

3. **TERM.** The term of this Agreement shall be ten (10) years commencing on the date ("Commencement Date") specified in Tenant's written notice to Owner that Tenant is exercising the Option and terminating on the tenth annual anniversary of the Commencement Date (the "Term"), unless otherwise terminated as provided in Paragraph 14. In no event will the Commencement Date be any later than the date that Tenant begins construction of the Communications Facility (as such term is defined in Paragraph 5 below). Tenant shall have the right to extend the Term for four (4) successive five (5) year periods and one (1) additional successive period of four (4) years (each a "Renewal Term" and collectively the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Owner, in writing, of its intention not to renew prior to commencement of the succeeding Renewal Term. In no event shall this Agreement be for a term of longer than thirty-four (34) years.

4. **RENT.** (a) Tenant shall pay to Owner an annual lease fee of
("Rent") in monthly payments of
on the first day of each month. If the obligations to pay Rent commences or ends on a day other than the first day of the month, then the Rent shall be prorated for that month. The Rent shall increase annually by on the anniversary of the Commencement Date. The first Rent payment shall be delivered within twenty (20) business days of the Commencement Date. There is no lease commission owed by Tenant pursuant to this Agreement.

5. **USE.** (a) Tenant may use the Premises for the purpose of constructing, installing, removing, replacing, maintaining and operating a communications facility subject to such modifications and alterations as required by Tenant (collectively, the "Communications Facility"), provided that Tenant shall not be required to occupy the Premises. The Communications Facility may include, without limitation, a tower, antenna arrays, dishes, cables, wires, temporary cell sites, equipment shelters and buildings, electronics equipment, generators, and other accessories. Owner shall provide Tenant with twenty - four (24) hour, seven (7) day a week, year-round access to the Property. Tenant shall have the right to park its vehicles on Owner's Property when Tenant is constructing, removing, replacing, and/or servicing its Communications Facility.

(b) Owner shall timely pay all real property taxes and assessments against the Owner's Property. Tenant shall pay any increase in real property taxes, directly or via reimbursement to Owner, attributed to the Premises and any improvements thereon upon receipt from Owner of a copy of said tax bill evidencing such an increase. Tenant shall pay all personal property taxes attributed to the Premises and any improvements thereon.

(c) Tenant, its agents and contractors, are hereby granted the right, at its sole cost and expense, to enter upon the Owner's Property and conduct such studies, as Tenant deems necessary to determine the Premises' suitability for Tenant's intended use. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests and such other analyses and studies, as Tenant deems necessary or desirable. Tenant shall not be liable to Owner or any third party on account of any pre-existing defect or condition on or with respect to Owner's Property, whether or not such defect or condition is disclosed by Tenant's analyses.

(d) Throughout the term of this Agreement, Owner shall cooperate with Tenant and execute all documents required to permit Tenant's intended use of the Premises in compliance with zoning, land use, utility service, and for building regulations. Owner shall not take any action that would adversely affect Tenant's obtaining or maintaining any governmental approval. Owner hereby appoints Tenant as its agent and attorney-in-fact for the limited purpose of making such filings and taking such actions as are necessary to obtain any desired zoning, land use approvals and/or building permits.

(e) Owner hereby agrees that Tenant shall have the right to expand the Premises to the location described on the attached Exhibit B and referred to as the "Additional Premises" measuring four hundred twenty two (422) square feet. Tenant shall have the right to exercise its use of the Additional Premises at any time in Tenant's discretion by providing written notice to Owner. Should Tenant so exercise its option to the Additional Premises, then Tenant's Rent to Owner Rent shall increase by Three Hundred and No/100 Dollars (\$300.00) per month commencing as of the first day of the month following the date of Tenant's

notice to Owner. Notwithstanding anything to the contrary contained herein, while Owner shall use reasonable efforts to leave the Additional Premises available to Tenant, Owner shall have the right to utilize it for Owner's purposes unless Owner has received Tenant's notice described in this paragraph. In the event Owner is utilizing the Additional Premises at the time that Tenant requires use of the same, then Owner will use commercially reasonable efforts to move its use to another location on Owner's Property or Owner shall work with Tenant on an alternative suitable additional Premises at the same additional rental as required herein provided it is for the same amount of space. Should additional space be required beyond the Additional Premises agreed upon, above, and Owner and Tenant can agree on a location, then the rental rate shall be as required above increased by an amount equal to the additional rental required herein on a per-square foot rate multiplied by the amount of additional space required over the Additional Premises described above.

6. **SUBLEASING.** Tenant has the right to sublease all or any portion of the Premises during the Term and Renewal Terms of this Agreement, without Owner's consent, subject to the following conditions (i) the term of the sublease may not extend beyond the Term and any Renewal Terms of this Agreement, and (ii) all subleases are subject to all the terms, covenants, and conditions of this Agreement.
7. **ASSIGNMENT.** (a) Tenant shall have the right to freely assign or transfer its rights under this Agreement, in whole or in part, to its holding company, at any time, without Owner consent. Tenant shall have the right to assign or transfer its rights under this Agreement, in whole or in part, to any person or any business entity at any time with Owner's consent which cannot be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Owner's consent shall not be required, but Tenant shall provide notice to Owner of, any assignment or transfer of this Agreement provided such assignment or transfer is made in conjunction with a sale or transfer of substantially all of the assets in the market, as defined by the Federal Communications Commission, where the Premises is located, provided the transferee or assignee has a net worth equal to or greater than that of Tenant and has experience in operating communications sites similar to the Premises that is comparable to Tenant's experience in the same. After delivery by Tenant of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Agreement to Owner, Tenant will be relieved of all liability thereafter.

(b) Tenant may assign, pledge, mortgage or otherwise encumber its interest in this Agreement to any third party (a "Leasehold Lender") as security for any loan to which Owner hereby consents to without requirement of further evidence of such consent. The Leasehold Lender may secure its interest in such a loan by Tenant's grant of (i) a leasehold mortgage and assignment of rents, leases, contracts, etc. (the "Leasehold Mortgage") encumbering all of Tenant's interest in this Agreement and the Premises; (ii) a security agreement and other security documents (the "Security Agreements") that will encumber and grant a security interest in all of Tenant's now or hereafter existing tangible or intangible personal property located on, derived from, or utilized in connection with the Premises and the Lease (collectively the "Personal Property").

1. **Successors.** Any Leasehold Lender under any note or loan secured by a Leasehold Mortgage or deed of trust lien on Tenant's interest (or any successor's interest to Tenant's interest) who succeeds to such interest by foreclosure, deed in lieu of foreclosure, or otherwise, may take title to and shall have all of the rights of Tenant under this Agreement including the right to exercise any renewal option(s) or purchase option(s) set forth in this Agreement, and to assign this Agreement as permitted hereunder.

2. **Default Notice.** Owner shall deliver to the initial Leasehold Lender and any subsequent Leasehold Lender(s) a copy of any default notice given by Owner to Tenant under this Agreement. No default notice from Owner to Tenant shall be deemed effective against the Leasehold Lender unless sent to the notice address for Leasehold Lender (if provided to Owner as set forth herein) or as amended from time to time. Until such time as Tenant has notified Owner of the notice address of the Leasehold Lender, it shall be Tenant's obligation to notify any of its lenders. The foregoing sentence shall in no way alleviate Owner's obligations under this section upon Tenant's notification to Owner of the address of the Leasehold Lender, at which time Owner's obligations under this paragraph shall be in full force and affect.

3. **Notice and Curative Rights.** If Tenant defaults on any obligations under this Agreement, then Owner shall accept a cure thereof by the Leasehold Lender within the same time periods proscribed for Tenant's cure of a default, commencing upon Leasehold Lender receipt of written notice of such default. If curing any non-monetary default requires possession of the Tenant's interest in Premises then Owner agrees to give the Leasehold Lender a reasonable time to obtain possession of the Premises and to cure such default, provided all monetary defaults and any defaults not requiring possession are timely cured and Leasehold Lender remains current in the payment of rent and other monetary obligations under this Agreement. Notwithstanding the foregoing, until such time as Tenant has notified Owner of the address of the initial Leasehold Lender, the time periods for any Leasehold Lender to cure a default shall run concurrently with the time periods for Tenant to cure a default.

4. **No Amendment.** This Agreement may not be amended in any respect which would be reasonably likely to have a material adverse effect on Leasehold Lender's interest therein and this Agreement will not be surrendered, terminated or cancelled without the prior written consent of the Leasehold Lender.

5. **New Lease.** If this Agreement is terminated for any reason or otherwise rejected in bankruptcy, then Owner will enter into a new lease with Leasehold Lender (or its designee) on the same terms as this Agreement as long as Leasehold Lender pays all past due amounts under this Agreement within thirty (30) calendar days of notice of such termination.

6. **Subordination.** Owner hereby agrees that all right, title and interest of the Owner in and to any collateral encumbered by the Leasehold Mortgage or Security Agreements in favor of Leasehold Lender, is hereby subordinated and made subject, subordinate and inferior to the lien and security interest of the Leasehold Mortgage and Security Agreements which subordination shall remain in effect for any modifications or extensions of the Leasehold Mortgage and Security Agreements.

7. **Initial Leasehold Lender/Third Party Beneficiary.** Any Leasehold Lender shall be considered a third-party beneficiary of the terms and conditions of this Agreement. Until such time as Tenant provides notice to Owner of the address of Leasehold Lender, Owner's obligations under section 7(b)(2), above, shall not apply and the time periods for any Leasehold Lender to cure a default shall commence upon Tenant's receipt of a notice of default.

8. **Notice.** Notices to Leasehold Lender shall be sent to such address as affirmatively provided in a later writing to Owner by Tenant and may be updated from time to time by subsequent notices from Tenant to Owner concerning a new address for the initial Leasehold Lender or any subsequent Leasehold Lender.

8. **TRANSFER WARRANTY.** Owner may sell, lease, transfer, grant a perpetual easement or otherwise convey all or any part of the Owner's Property to a transferee and such transfer shall be under and subject to this Agreement and all of Tenant's rights hereunder. It is agreed that in no event will Owner allow any sale, lease, transfer, or grant of easement that adversely affects Tenant's rights under this Agreement.

9. **RIGHT OF FIRST REFUSAL.** If at any time after the Effective Date, Owner receives a bona fide written offer from a third party seeking (a) an assignment of this Agreement or the rental stream associated with this Agreement (each being a "Purchase Offer"), Owner shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects. Tenant shall have thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer, or to request additional information. Owner shall provide any reasonably requested additional information, after which Tenant shall have an additional fifteen (15) days to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract similar to the Purchase Offer. If Tenant chooses to exercise this right, Owner shall be obligated to consummate the transaction with Tenant on the terms and conditions of the Purchase Offer and shall not have the right to seek additional offers from new parties or a new offer from the original third party. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Owner within the timeframes outlined above, Owner may consummate the transaction pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Paragraph 9), to the person or entity that made

the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Owner shall re-offer to Tenant, pursuant to the procedure set forth in this Paragraph 9, the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of, Owner and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Agreement. Notwithstanding anything to the contrary in the foregoing, nothing contained herein shall be deemed to limit or impair Owner's ability to sell, transfer, gift, bequeath or devise the fee simple title in and to Owner's Property, and such rights of Owner may be exercised without providing Tenant with the right of first refusal described in the foregoing.

10. **UTILITIES.** Tenant shall have the right, at its expense, to install or improve utilities servicing Owner's Property (including, but not limited to, the installation of emergency power generators, power lines and utility poles). Payment for the installation of all electrical services to the Premises, including but not limited to, Tenant's electrical meter, electric service and for telephone or other communication services to the Communications Facility shall be Tenant's sole responsibility. Owner agrees to cooperate with Tenant in its efforts to obtain, install and connect the Communications Facility to existing utility service at Tenant's expense. In the event that a utility company requires a separate easement for its use, Owner agrees to execute, within fifteen (15) business days of receipt, whatever documents necessary to evidence such easement and agrees to the recording of any such easement in the public records for the town or county where Owner's Property is located.
11. **REMOVAL OF COMMUNICATIONS FACILITY.** All portions of the Communication Facility brought onto Owner's Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term or any Renewal Term. Owner covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, Owner's Property, it being the specific intention of the Owner that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term or any Renewal Term. Upon written request of Owner, to be given within ten (10) days of the expiration or earlier termination of this Agreement, or at Tenant's option, all personal property and trade fixtures of Tenant, specifically including towers and buildings, shall be removed by Tenant within sixty (60) days after the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, upon expiration or earlier termination of this Agreement, Tenant shall not be required to remove any foundation more than two (2) feet below grade level.
12. **INSURANCE.** Tenant shall maintain commercial general liability insurance insuring Tenant against liability for personal injury, death or damage to personal property arising out of use of the Premises by Tenant, with combined single limits of One Million Dollars (\$1,000,000). Tenant shall list landlord as additional insured.
13. **CONDITION OF PROPERTY.** Owner represents that the Owner's Property and all improvements thereto, are in compliance with all building, life/safety, and other laws of any governmental or quasi-governmental authority.
14. **TERMINATION.** Tenant may terminate this Agreement at any time prior to the commencement date in its sole discretion by giving written notice thereof to Owner not less than thirty (30) days prior to the Commencement Date. Further, this Agreement may be terminated by Tenant immediately, at any time, upon giving written notice to Owner, if (a) Tenant cannot obtain all governmental certificates, permits, leases or other approvals (collectively, "Approvals") required and/or any easements required from any third party, or (b) any Approval is canceled, terminated, expired or lapsed, or (c) Owner fails to deliver any

required non-disturbance agreement or subordination agreement, or (d) Owner breaches a representation or warranty contained in this Agreement, or (e) Owner fails to have proper ownership of the Owner's Property and/or authority to enter into this Agreement, or (f) Tenant determines that the Owner's Property contains substances of the type described in Section 16 of this Agreement, or (g) Tenant determines that the Premises is not appropriate for its operations for economic, environmental or technological reasons.

15. **INDEMNITY.** Owner indemnifies Tenant and Tenant indemnifies Owner, against, and holds harmless from any and all costs (including reasonable attorney's fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of (a) the breach of this Agreement by the indemnifying party; and (b) the use and/or occupancy of the Premises, or the balance of the Owner's Property, by such indemnifying party. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from any negligent or intentional misconduct of the indemnified party and shall survive the termination of this Agreement.
16. **HAZARDOUS SUBSTANCES.** Owner represents that Owner has no knowledge of any substance, chemical, or waste on the Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Owner shall hold Tenant harmless from and indemnify Tenant against any damage, loss, expense, response costs, or liability, including consultant fees and attorneys' fees resulting from the presence of hazardous substances on, under or around the Owner's Property or resulting from hazardous substances being generated, stored, disposed of, or transported to, on, under, or around the Owner's Property as long as the hazardous substances were not generated, stored, disposed of, or transported by Tenant or its employees, agents or contractors.
17. **CASUALTY/CONDEMNATION.** (a) If any portion of the Owner's Property or Communication Facility is damaged by any casualty and such damage adversely affects Tenant's use of the property, or if a condemning authority takes any portion of the Owner's Property and such taking adversely affects Tenant's use of the Owner's Property, this Agreement shall terminate as of the date of casualty or the date the title vests in the condemning authority, as the case may be if Tenant gives written notice of the same within thirty (30) days after Tenant receives notice of such casualty or taking. The parties shall be entitled to make claims in any condemnation proceeding for value of their respective interests in the Property (which for Tenant may include, where applicable, the value of the Communications Facility, moving expenses, prepaid Rents, and business dislocation expenses). Sale of all or part of the Owner's Property including the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

(b) Notwithstanding anything in this Agreement to the contrary, in the event of any casualty to or condemnation of the Premises or any portion thereof during such time as any Leasehold Mortgage shall remain unsatisfied, the Leasehold Lender shall be entitled to receive all insurance proceeds and/or condemnation awards (up to the amount of the indebtedness secured by the Leasehold Mortgage) otherwise payable to Tenant or Owner or both and apply them in accordance with the Leasehold Mortgage and shall have the right, but not the obligation, to restore the Premises.
18. **WAIVER OF LANDLORD'S LIEN.** To the extent permitted by law, Owner hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Communications Facility or any portion thereof, regardless of whether or not the same is deemed real or personal property under applicable law.
19. **QUIET ENJOYMENT.** Tenant, upon payment of the Rent, shall peaceably and quietly have, hold and enjoy the Property. If, as of the date of execution of this Agreement or hereafter, there is any mortgage, or other encumbrance affecting Owner's Property, then Owner agrees to obtain from the holder of such encumbrance a Non-Disturbance and Attornment Agreement that Tenant shall not be disturbed in its possession, use, and enjoyment of the Property. Owner shall not cause or permit any use of Owner's Property that interferes with or impairs the quality of the communication services being rendered by Tenant

from the Premises. Owner shall not grant any other person or entity the right to operate a wireless communication facility on Owner's Property without the express written consent of Tenant. Except in cases of emergency, Owner shall not have access to the Premises unless accompanied by Tenant personnel except in cases of emergency threatening life and/or personal property.

20. **DEFAULT.** Except as expressly limited herein, Owner and Tenant shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days. Notwithstanding anything in this Agreement to the contrary, if, pursuant to the provisions of this Agreement or as a matter of law, Owner shall have the right to terminate this Agreement, then (i) Owner shall take no action to terminate the Agreement without first giving to the Leasehold Lender written notice of such right, a description of the default in reasonable detail, and a reasonable time thereafter in the case of a default susceptible of being cured by the Leasehold Lender, to cure such default or (ii) in the case of a default not so susceptible of being cured, to institute, prosecute and complete foreclosure proceedings to otherwise acquire Tenant's interest under this Agreement; provided however, that the Leasehold Lender shall not be obligated to continue such possession or continue such foreclosure proceedings after such default shall have been cured.
21. **ESTOPPEL CERTIFICATES.** Owner shall from time to time, within ten (10) days after receipt of request by Tenant, deliver a written statement addressed to Tenant or any Leasehold Lender certifying:
- (a) that this Agreement is unmodified and in full force and effect (or if modified that this Agreement as so modified is in full force and effect);
 - (b) that the agreement attached to the certificate is a true and correct copy of this Agreement, and all amendments hereto;
 - (c) that to the knowledge of Owner, Tenant has not previously assigned or hypothecated its rights or interests under this Agreement, except as described in such statement with as much specificity as Owner is able to provide;
 - (d) the term of this Agreement and the Rent then in effect and any additional charges;
 - (e) the date through which Tenant has paid the Rent;
 - (f) that Tenant is not in default under any provision of this Agreement (or if in default, the nature thereof in detail) and a statement as to any outstanding obligations on the part of Tenant and Owner; and
 - (g) such other matters as are reasonably requested by Tenant.

Without in any way limiting Tenant's remedies which may arise out of Owner's failure to timely provide an estoppel certificate as required herein, Owner's failure to deliver such certificate within such time shall be conclusive (i) that this Agreement is in full force and effect, without modification except as may be represented by Tenant; (ii) that there are no uncured defaults in Tenant's or Owner's performance hereunder; and (iii) that no Rent for the then current month, has been paid in advance by Tenant.

22. MISCELLANEOUS

- (a) Owner represents and warrants that Owner has full authority to enter into and sign this Agreement and has good and indefeasible fee simple title to the Owner's Property. The person executing on behalf of Owner represents individually that such person has the authority to execute this Agreement on behalf of Owner.

(b) Tenant warrants and represents that it is duly authorized to do business in the state in which the Premises is located and that the undersigned is fully authorized by Tenant to enter into this Agreement on behalf of Tenant.

(c) This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between the Owner and Tenant. A writing signed by both parties may only amend this Agreement.

(d) The parties may sign this Agreement in counterparts hereto.

(e) The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and Tenant.

(f) The prevailing party in any action or proceeding in court to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

(g) Owner shall execute and acknowledge and deliver to Tenant for recording a Memorandum of this Agreement ("Memorandum") upon Tenant's reasonable request to properly memorialize and give notice of this Agreement in the public records. Tenant will record such Memoranda at Tenant's sole cost and expense.

(h) Rent payments and notices, requests, and other communication shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally recognized overnight courier service to the address set forth beneath the signature of each party below. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service. Notices shall be sent to:

For Tenant:

Tarpon Towers III, LLC
8916 77th Terrace East, Suite 103
Lakewood Ranch, FL 34202
Attn: Site Administration
Re: Site ID: CA1088 Oro Vista

For Owner:

8325 to 8353 Foothill Boulevard, LLC
15442 Ventura Blvd., Suite 200
Sherman Oaks, CA 91403

(i) This Agreement shall be construed in accordance with the laws of the state in which the Owner's Property is located.

(j) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(k) Owner and Tenant each represent that a real estate broker or other agent in this transaction has not represented them. Each party shall indemnify and hold harmless the other from any claims for commission, fee or other payment by such broker or any other agent claiming to have represented a party herein.

(l) Owner agrees to pay when due all taxes, charges, judgments, liens, claims, assessments, and/or other charges outstanding which are levied upon Owner or the Owner's Property and which are or in the future could become liens upon the Owner's Property, in whole or in any part (individually or collectively, "Liens"). Upon failure of the Owner to pay the Liens when due as provided above, Tenant at

its option, may pay said Liens. Tenant shall have the right to setoff and offset any sum so paid by Tenant and any and all costs, expenses and fees (including reasonable attorney's fees) incurred in effecting said payment, against Rents or against any other charges payable by Tenant to Owner under the terms of this Agreement. In the event that Tenant elects not to set off or offset the amounts paid by Tenant against Rents or in the event that the amounts paid by Tenant exceed the Rents payable to Owner for the then term of the Agreement, Owner shall reimburse Tenant for all amounts paid by Tenant (or not offset) immediately upon demand. Any forbearance by Tenant in exercising any right or remedy provided in this paragraph or otherwise afforded by law shall not be deemed a waiver of or preclude the later exercise of said right or remedy.

(m) Notwithstanding anything to the contrary contained in this Agreement, Owner agrees and acknowledges that all of the terms of this Agreement and any information furnished to Owner by Tenant in connection therewith are confidential. Owner shall not disclose any such terms or information without Tenant's prior written consent, except (i) to Owner's attorney, accountant, lender and/or a prospective fee simple purchaser of Owner's Property, provided that such party agrees to adhere to the terms and provisions of this section, or (ii) as otherwise required by law. The terms and provisions of this section shall survive the execution and delivery of this Agreement.

(n) Owner's recourse against any Leasehold Lender shall be expressly limited to such Leasehold Lender's interest in this Agreement.

(Remainder of Page Intentionally Blank. Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement effective as of the latter of the signature dates, below.

OWNER:

8325 to 8353 Foothill Boulevard, LLC,
a California limited liability company

By: [Signature]
Print: SARA E. ROSTAND
Title: MANAGER
Date: 7-10-24

Witnesses for Owner:

Sign: [Signature]
Print: Jason Rudin
Sign: _____
Print: _____

TENANT:

Tarpon Towers III, LLC
a Delaware limited liability company

By: [Signature]
Print: Brett Buggeln
Title: COO
Date: 7/22/24

Witnesses for Tenant:

Sign: [Signature]
Print: [Signature]
Sign: [Signature]
Print: [Signature]

EXHIBIT "A" TO LAND LEASE AGREEMENT

OWNER'S PROPERTY

REAL PROPERTY IN THE CITY AND COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND LEGALLY DESCRIBED AS FOLLOWS:

LOTS 4, 5, 6, 7, 8, AND 9 OF TRACT 3986, IN THE CITY OF LOS ANGELES, AS PER MAP RECORDED IN BOOK 59, PAGE 75 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THE WEST 150 FEET OF THAT PORTION OF THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF LOT 39 OF THE MONTE VISTA TRACT, AS PER MAP RECORDED IN BOOK 6, PAGES 324 AND 325 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING EASTERLY OF THE EAST LINE OF TRACT NO. 3986, AS PER MAP RECORDED IN BOOK 59, PAGE 75 OF MAPS, SAID SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF SAID LOT BEING MEASURED FROM THE CENTER OF THE STREETS ADJOINING SAID LOT.

PARCEL ID: 2555-024-023

THIS BEING THE SAME PROPERTY CONVEYED TO 8325 TO 8353 FOOTHILL BOULEVARD, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY BY A DEED FROM BARBARA R. ROSTAND AND SARA E. ROSTAND, AS SUCCESSOR CO-TRUSTEES OF THE ROSTAND SURVIVOR'S TRUST AS TO AN UNDIVIDED ONE-HALF INTEREST, AND BARBARA R. ROSTAND AND SARA E. ROSTAND, AS SUCCESSOR CO-TRUSTEES OF THE ROSTAND EXEMPTION TRUST AS TO THE REMAINING UNDIVIDED ONE-HALF INTEREST, BOTH OF SAID TRUSTS ESTABLISHED UNDER THE ROSTAND FAMILY TRUST UNDER DECLARATION OF TRUST DATED MAY 28, 1999 DATED OCTOBER 30, 2023 AND RECORDED NOVEMBER 15, 2023 IN INSTRUMENT 20230790112 IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

Parcel ID: 2555-024-023

Property Commonly Known as: 8325 Foothill Boulevard, CA 91040

Owner and Tenant agree that the precise legal description for the Owner's Property will be corrected, if necessary, and that Tenant may place the correct legal description on this Exhibit "A".

EXHIBIT "B" TO LAND LEASE AGREEMENT

PREMISES

- a) Real property comprised of approximately one thousand eight (1,008) square feet of land.
- b) Non – exclusive easement required to run utility lines and cables.
- c) Non – exclusive easement across Owner's Property (hereinafter defined) for access.

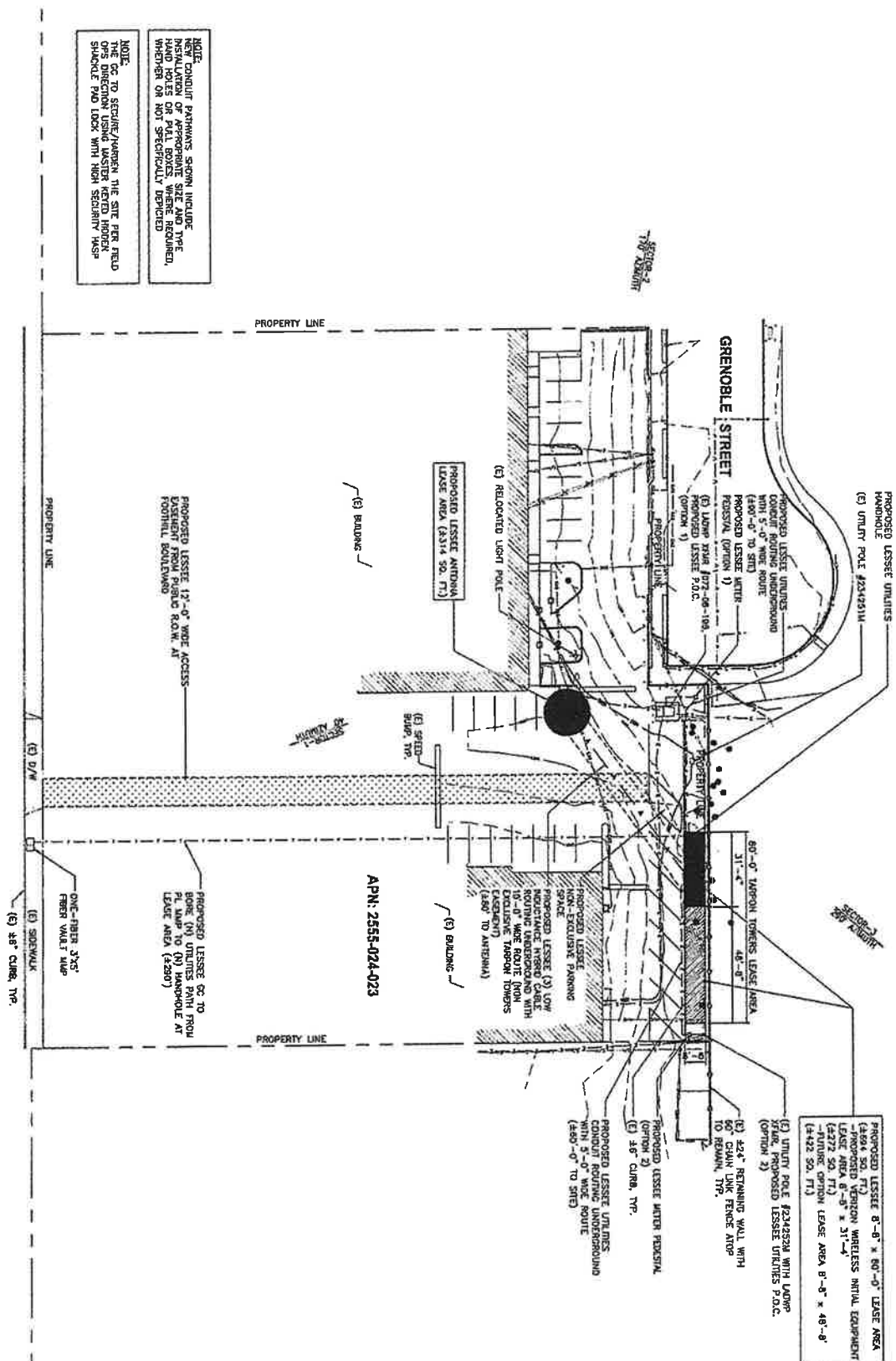
SITE SKETCH:

See Attached One (1) Page

APPROVED Owner: 102 (Initial)
APPROVED Tenant: ESJ (Initial)

Notes:

1. This Exhibit may be replaced by a land survey of the Premises at Tenant's sole cost and expense, together with non-exclusive easements for utility lines and cables to service the Premises, and a non-exclusive easement for ingress and egress across Owner's Property to the Premises.
2. Setback of the Premises from the Owner's Property lines shall be the distance required by the applicable governmental authorities.
3. Width of access road, if any, shall be the width required by the applicable governmental authorities, including police and fire departments.



ORO VISTA: Propagation Maps

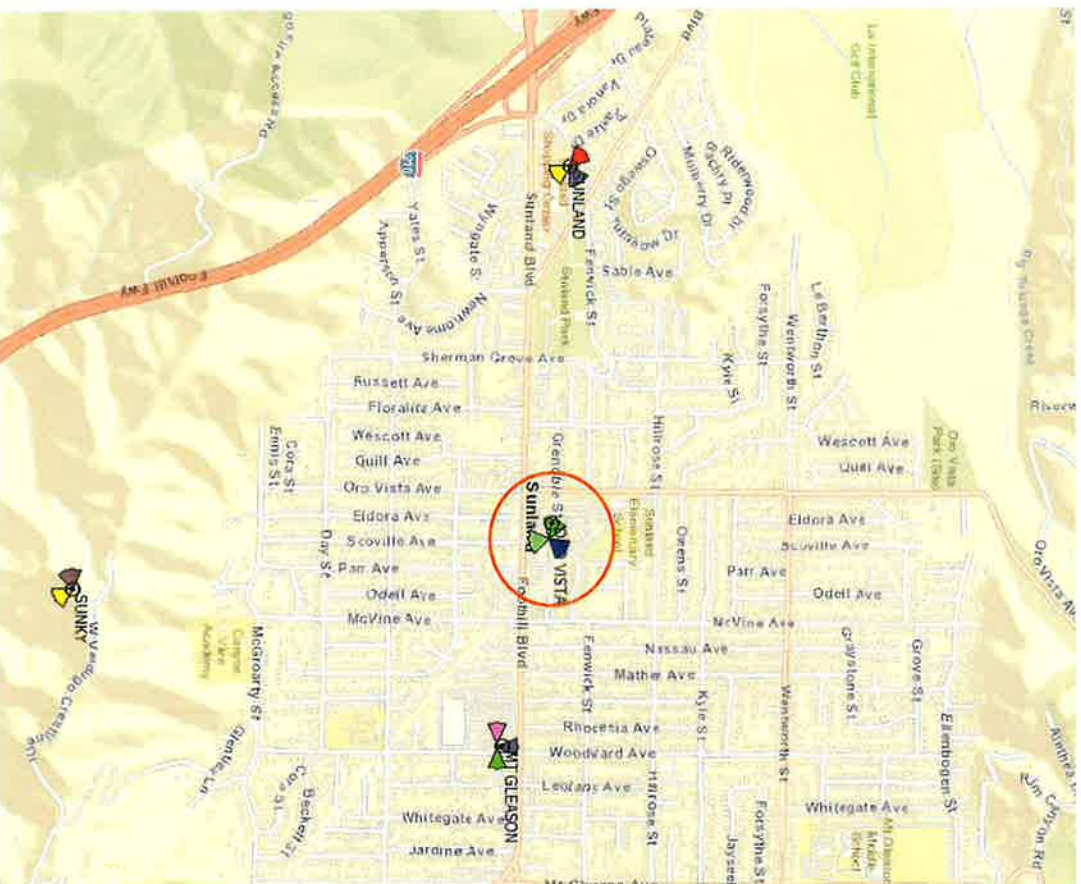
January 21, 2025

Propagation plots presented were generated using Atoll and estimates Verizon's expectations given the configuration (height, location, antenna type, etc) of the sites in the study. Building materials, thickness of walls, topography and terrain, and varying types and sizes of vegetation can affect the accuracy of the RF model's prediction.

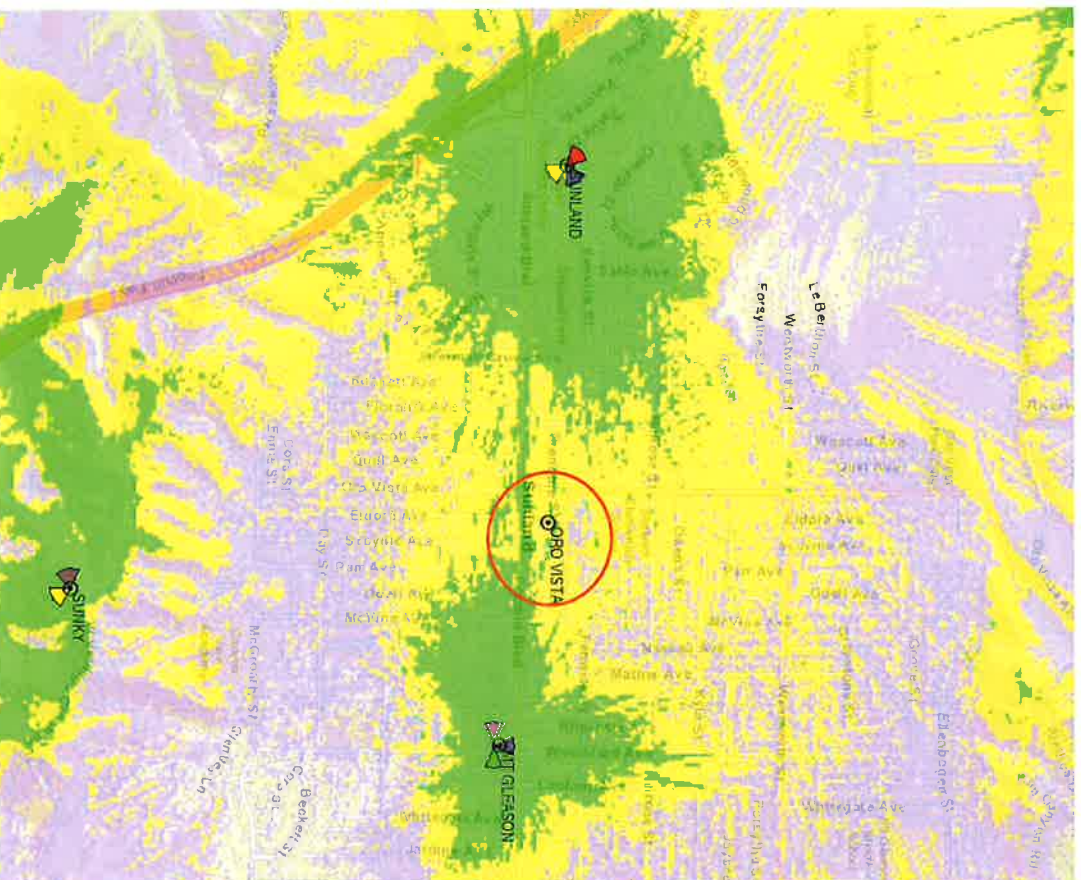


Confidential and proprietary materials for authorized Verizon personnel and outside agencies only. Use, disclosure or distribution of this material is not permitted to any unauthorized persons or third parties except by written agreement.

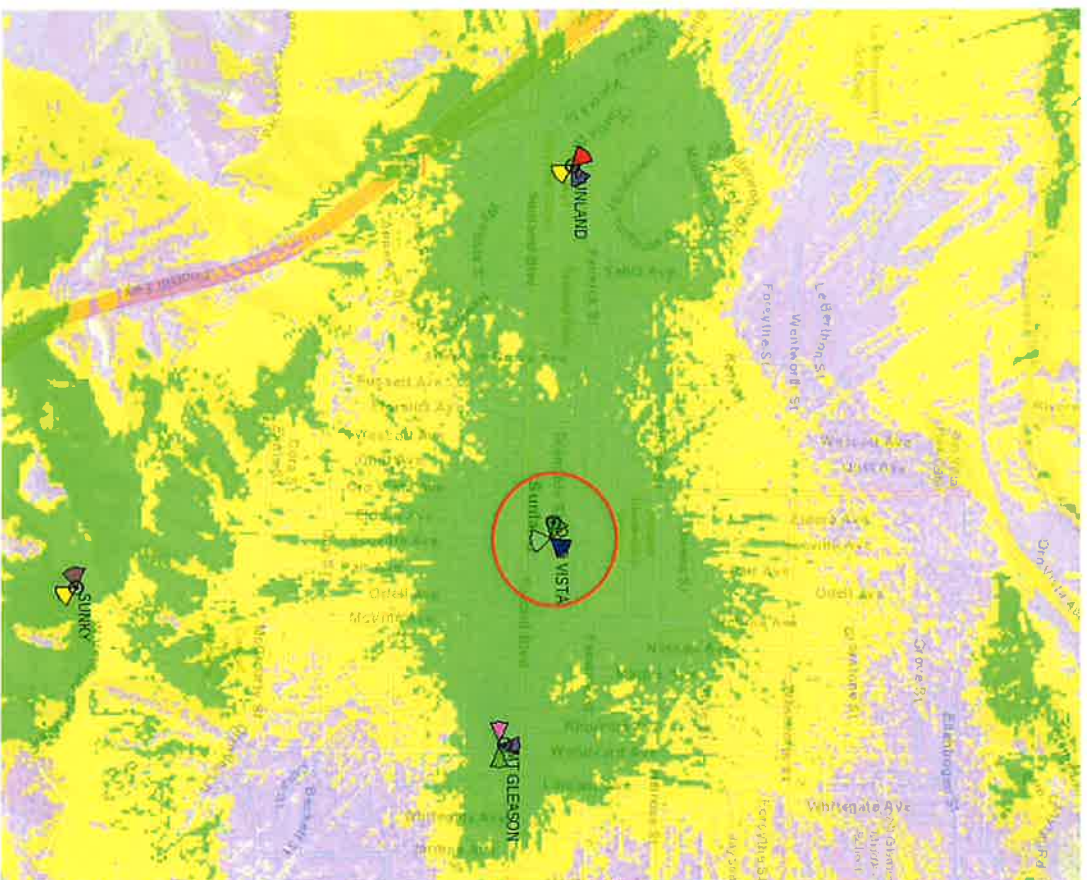
Overview Map



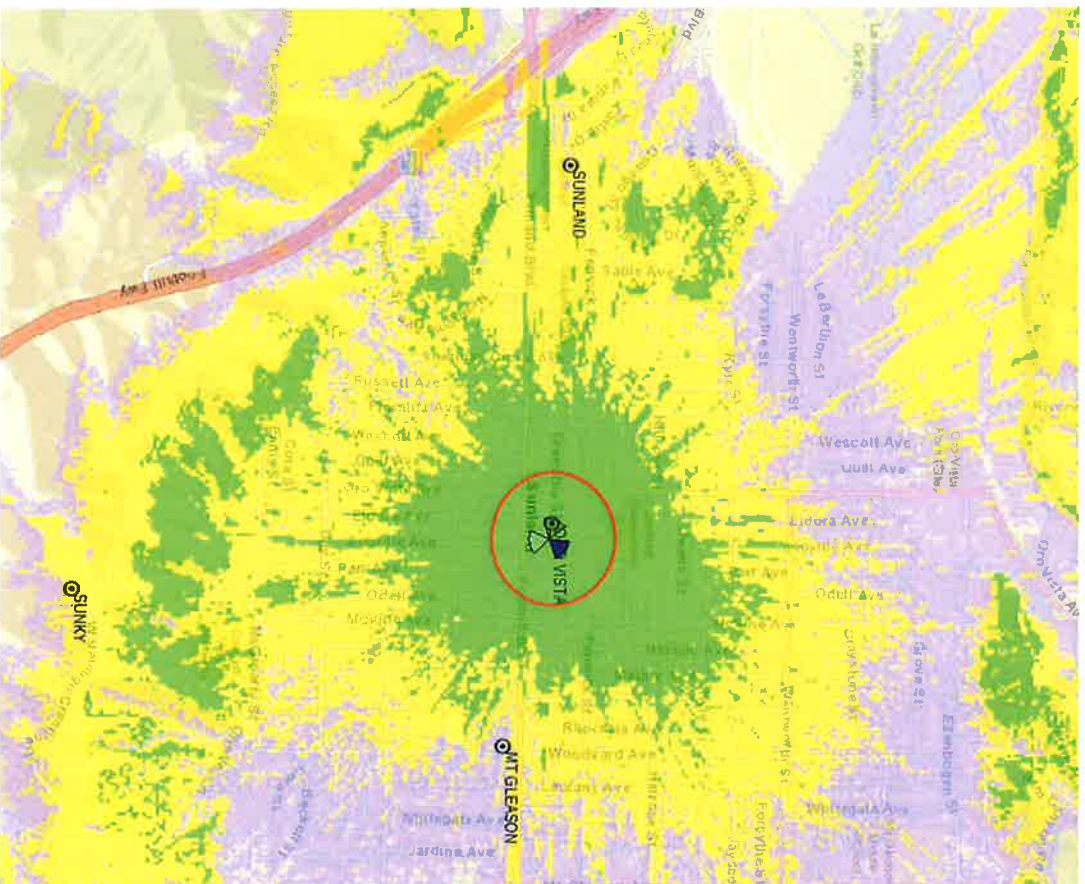
Verizon Coverage without ORO VISTA



Verizon Coverage with ORO VISTA



ORO VISTA Coverage ONLY





DELTA GROUPS ENGINEERING, INC.

18006 SKY PARK CIRCLE SUITE 201, IRVINE, CA 92614

949.622.0333 (T)

DGE I23TP002A

ORO VISTA

15879705

8325 FOOTHILL BLVD. SUNLAND, CA 91040

PROPOSED SOUTH EAST VIEW POINT OF SITE



EXISTING SOUTH EAST VIEWPOINT OF SITE





DELTA GROUPS ENGINEERING, INC.

18006 SKY PARK CIRCLE, SUITE 201, IRVINE, CA 92614
949.622.0333 (T)

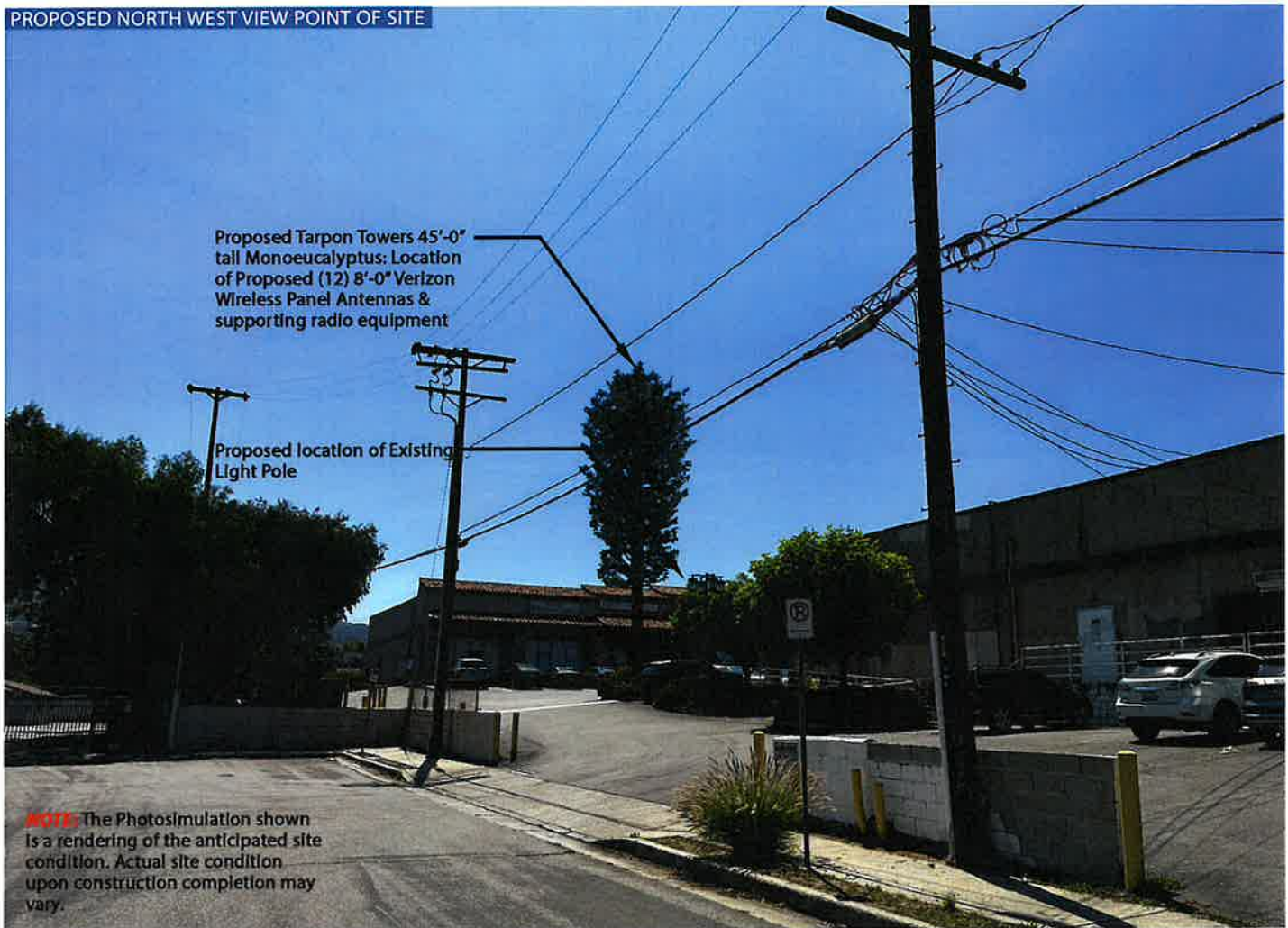
DGE I23TP002A

ORO VISTA

15879705

8325 FOOTHILL BLVD. SUNLAND, CA 91040

PROPOSED NORTH WEST VIEW POINT OF SITE



Proposed Tarpon Towers 45'-0" tall Monoecalyptus: Location of Proposed (12) 8'-0" Verizon Wireless Panel Antennas & supporting radio equipment

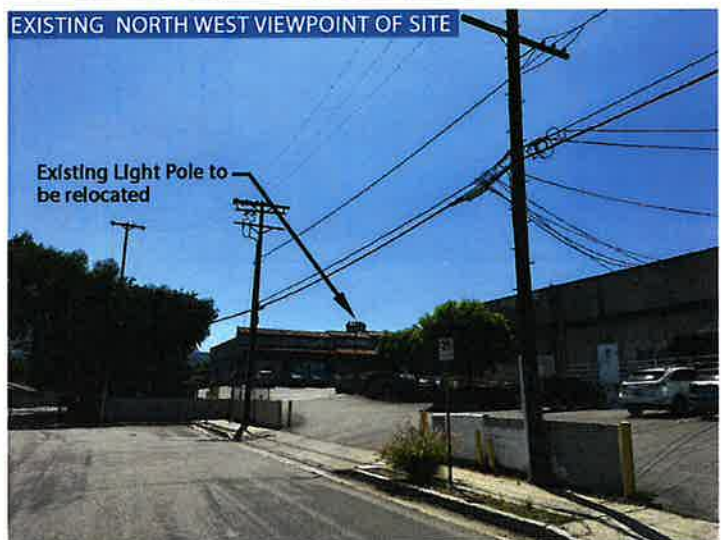
Proposed location of Existing Light Pole

NOTE: The Photosimulation shown is a rendering of the anticipated site condition. Actual site condition upon construction completion may vary.



PLAN VIEW (LINE OF SITE)

EXISTING NORTH WEST VIEWPOINT OF SITE



Existing Light Pole to be relocated



DELTA GROUPS ENGINEERING, INC.

18006 SKY PARK CIRCLE, SUITE 201, IRVINE, CA 92614
949 622 0333 (T)

DGE I23TP002A

ORO VISTA

15879705

8325 FOOTHILL BLVD. SUNLAND, CA 91040

PROPOSED EAST VIEW POINT OF SITE



EXISTING EAST VIEWPOINT OF SITE





DELTA GROUPS ENGINEERING, INC.

18006 SKY PARK CIRCLE, SUITE 201, IRVINE, CA 92614
949 622 0333 (T)

DGE I23TP002A

ORO VISTA

15879705

8325 FOOTHILL BLVD. SUNLAND, CA 91040

PROPOSED NORTH EAST VIEW POINT OF SITE



EXISTING NORTH EAST VIEWPOINT OF SITE



6/14/25

Department of City Planning

RE: ZA-2025-923-CUW - 8325 W Foothill Boulevard, Sunland, CA

We respectfully submit this justification for not including a new landscape plan as part of the application for the proposed monoeucalyptus (monoeuc) wireless telecommunications facility. The request is based on the presence of existing mature landscaping at the project site, which fully satisfies the intent of CP-13-7806 and the City's applicable landscape requirements.

The proposed monoeuc and associated ancillary equipment will be strategically located within an existing landscaped area that currently includes a mix of trees, shrubs, and groundcover. This existing vegetation:

- Provides adequate visual screening from public views and adjacent uses,
- Integrates the facility seamlessly into the surrounding built environment,
- Meets the functional and aesthetic intent of City design guidelines.

Per the City's Specialized Requirements for Wireless Telecommunications Facilities (CP-13-7806), the landscape and irrigation plan is required to mitigate the visual presence of WTFs. Given the stealth design of the monoeuc and the existing landscape's screening capacity, no additional landscape measures are necessary to meet the intent of this directive.

By utilizing existing vegetation, the project avoids the need for new irrigation infrastructure, which aligns with the City's water conservation priorities and reduces ongoing maintenance obligations.

For these reasons, we respectfully request relief from submitting a new landscape and irrigation plan, as the existing on-site landscaping sufficiently addresses the visual, environmental, and aesthetic requirements outlined in the City of Los Angeles design guidelines and planning code.

Respectfully,



Leticia Smith of Smartlink on behalf of Tarpon Towers.

Photo of fully landscaped project location.



GC MAPPING SERVICE, INC.
3055 WEST VALLEY BOULEVARD, ALHAMBRA CA 91803
(626) 441-1080 – gcmapping@radiusmaps.com

SITE : 8325 FOOTHILL BLVD. – “VERIZON-ORO VISTA”



VICINITY MAP





City of Los Angeles Department of City Planning

6/2/2025 PARCEL PROFILE REPORT

PROPERTY ADDRESSES

8325 W FOOTHILL BLVD

ZIP CODES

91040

RECENT ACTIVITY

ZA-2025-923-CUW

CASE NUMBERS

CPC-5636

CPC-5396-ZBA

CPC-2000-4822-SP

CPC-1999-435-CA

CPC-1989-180-SP

CPC-1989-180-ICO

CPC-1986-608-GPC

CPC-1983-420

ORD-67715

ORD-170694

ORD-165670

ORD-164330-SA1170

ORD-129279

ZBA-215

ZAI-1982-283-E

ZAI-1981-184-E

ZA-2007-258-CUB

ZA-2006-4563-CU

ENV-2007-259-CE

ENV-2006-4564-MND

AF-91-728895-LT

Address/Legal Information

PIN Number	207B189 1033
Lot/Parcel Area (Calculated)	42,491.3 (sq ft)
Thomas Brothers Grid	PAGE 503 - GRID G3
Assessor Parcel No. (APN)	2555024023
Tract	MONTEVISTA
Map Reference	M R 6-324/325
Block	None
Lot	PT 39
Arb (Lot Cut Reference)	16
Map Sheet	207B189
	204B189

Jurisdictional Information

Community Plan Area	Sunland - Tujunga - Lake View Terrace - Shadow Hills - East La Tuna Canyon
Area Planning Commission	North Valley APC
Neighborhood Council	Sunland-Tujunga
Council District	CD 7 - Monica Rodriguez
Census Tract #	1031.02000000
LADBS District Office	Van Nuys

Permitting and Zoning Compliance Information

Administrative Review	None
-----------------------	------

Planning and Zoning Information

Special Notes	None
Zoning	C2-1VL
	R1P-1VL
Zoning Information (ZI)	ZI-2517 Al Fresco Ordinance within Planning Overlay and/or the Coastal Zone (Ordinance 188073)
	ZI-2498 Local Emergency Temporary Regulations - Time Limits and Parking Relief - LAMC 16.02.1
	ZI-2172 Specific Plan: Foothill Boulevard Corridor
General Plan Land Use	General Commercial
General Plan Note(s)	Yes
Minimum Density Requirement	Yes (Citywide)
Hillside Area (Zoning Code)	No
Specific Plan Area	FOOTHILL BOULEVARD CORRIDOR
Subarea	None
Special Land Use / Zoning	None
Historic Preservation Review	No
HistoricPlacesLA	No
Historic Preservation Overlay Zone	None
Other Historic Designations	None
Mills Act Contract	None
CDO: Community Design Overlay	None
CPIO: Community Plan Imp. Overlay	None
Subarea	None
CPIO Historic Preservation Review	No
CUGU: Clean Up-Green Up	None



Address: 8325 W FOOTHILL BLVD

APN: 2555024023

PIN #: 207B189 1033

Tract: MONTEVISTA

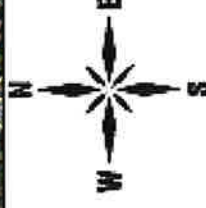
Block: None

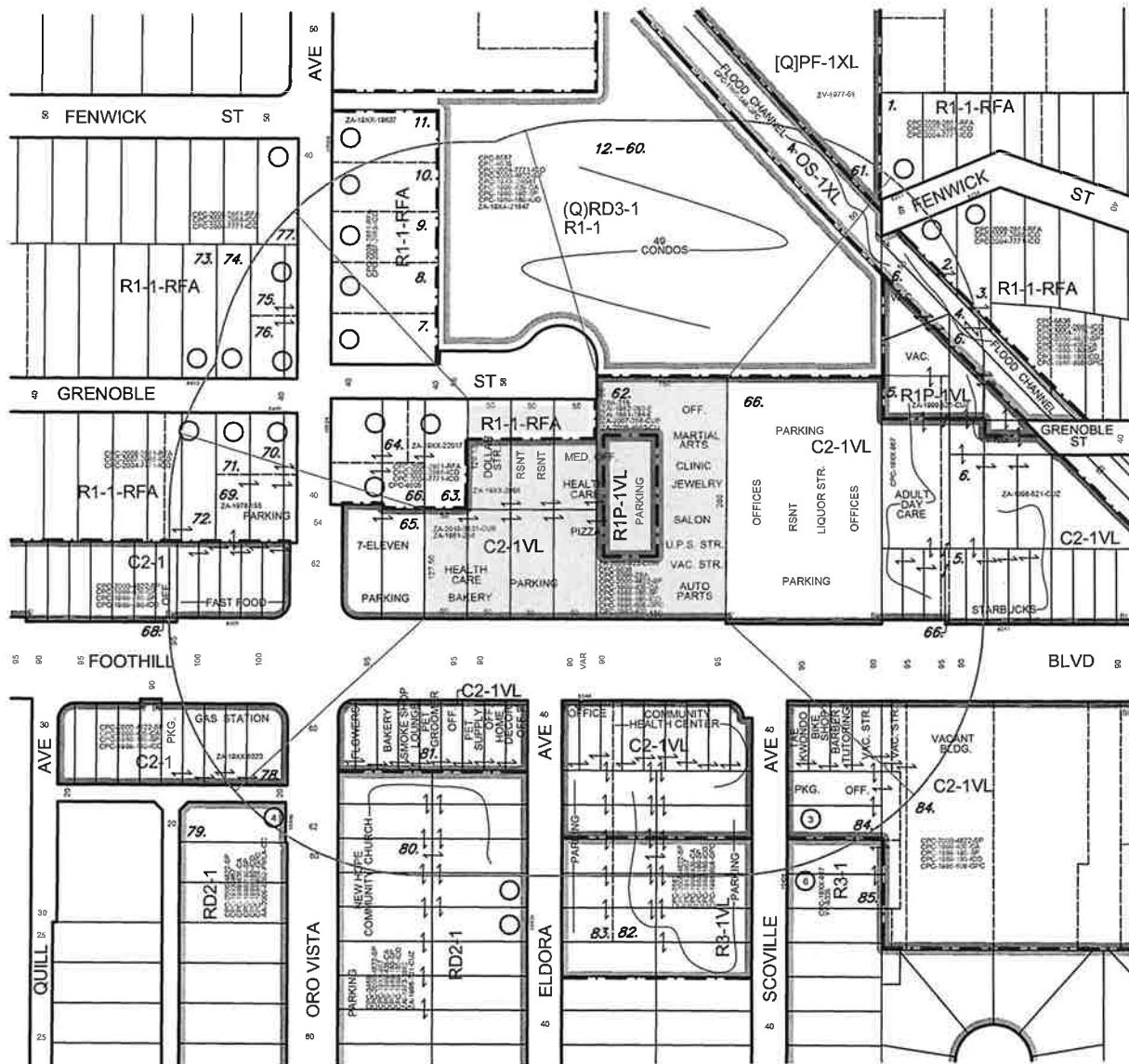
Lot: PT 39

Arb: 16

Zoning: C2-1VL, R1P-1VL

General Plan: General Commercial





LEGAL: LOTS 3 TO 9, TRACT NO. 3986, AND PORTION OF LOT 39,
MONTEVISTA TRACT, M.R. 6-324-325(SEE APPLICATION).

CONDITIONAL USE - WIRELESS

C.D. 7
C.T. 1031.02
P.A. SUNLAND-
TUJUNGA

GC MAPPING SERVICE, INC.

3055 WEST VALLEY BOULEVARD
ALHAMBRA CA 91803
(626) 441-1080 FAX (626) 441-8850
GCMAPPING@RADIUSMAPS.COM

SITE ADDRESS:
8325 FOOTHILL BL.

2.00 NET AC.

CASE NO.
DATE: 05-30-2025
SCALE: 1" = 100'
USES FIELD
D.M. 207 B 189
T.B. PAGE: 503 GRID: G-3





Sunland-Tujunga Neighborhood Council

Attn: Cindy Cleghorn

P.O. Box 635

Tujunga, CA 91043

RE: Project ZA-2025-923-CUW- New Wireless Telecommunications Facility

Dear Cindy,

Please find enclosed a copy of our application package for the subject project for your review.

Please don't hesitate to contact me should you have any questions.

Best regards,

Leticia Smith of Smartlink on behalf of Tarpon Towers

Phone: 619-208-2063 Email: leticia.smith@smartlinkgroup.com