



City of Costa Mesa

- ☐ Appeal of Planning Commission Decision:
\$1,220.00 (Tier 1)¹
\$3,825.00 (Tier 2)²
- ☐ Appeal of Non-Planning Commission Decision:
\$690.00 (Tier 1)¹
\$3,825.00 (Tier 2)²

APPLICATION FOR APPEAL OR REVIEW

Applicant Name*

Address

Phone

REQUEST FOR: ☐ **APPEAL** ☐ **REVIEW****

Decision of which appeal or review is requested: (give application number, if applicable, and the date of the decision, if known.)

Decision by: _____

Reasons for requesting appeal or review:

Date: _____

Signature: _____

*If you are serving as the agent for another person, please identify the person you represent and provide proof of authorization.

**Review may be requested only by the City Council or City Council Member.

For office use only – do not write below this line

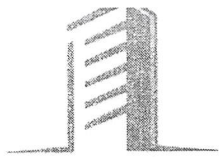
SCHEDULED FOR THE CITY COUNCIL/PLANNING COMMISSION MEETING OF:

If appeal or review is for a person or body other than City Council/Planning Commission, date of hearing of appeal or review

Updated April 2020

¹ Includes owners and/or occupants of a property located within 500 feet of project site (excluding owners and/or occupants of the project site).

² Includes the project applicant, owners and/or occupants of the project site, and owners and/or occupants of a property located greater than 500 feet from the project site.



HARBOR PLAZA

2790 Harbor Blvd, Costa Mesa, CA 92626

(949) 288-3381

To: Maria Herrera

Date: June 14, 2023

Re: Proposed Relocation and Lease Extension
2790 Harbor Boulevard Suite 103, Costa Mesa, CA 92626

Dear Maria,

Tri-Harmony Properties, LLC, is pleased to submit this *non-binding* letter of intent to lease space in the above referenced location based on the following terms and conditions which shall be included within a mutually acceptable agreement for the tenant referenced hereinbelow.

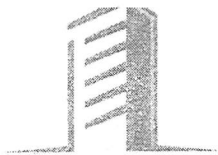
1. **Project:** 2790 Harbor Blvd, Costa Mesa, CA 92626
2. **Landlord:** Tri-Harmony Properties, LLC dba Harbor Plaza
3. **Tenant:** Maria Pilar Herrera, a married woman
4. **Tenant's Trade Name:** Angel's Beauty Salon
5. **Premises:** 2790 Harbor Blvd Ste 103, Costa Mesa, CA 92626. Gross Floor Area: Approximately 720 rentable sf, *pending remeasuring of demised space*.
6. **Intended Use:** The operation of a beauty salon and for no other purpose without Landlord's prior written consent.
7. **Initial Term:** Five (5) Years
8. **Rent:** Base Rent and Pro-Rata Share Charges shall commence on the "Rent Commencement Date" with Landlord's Work substantially completed pursuant to "Landlord's Work" paragraph, in applicable, hereinbelow.

Base Rent:

	<u>Monthly Rent</u>
Year 1	\$[REDACTED]/month
Year 2	\$[REDACTED]/month
Year 3	\$[REDACTED]/month
Year 4	\$[REDACTED]/month
Year 5	\$[REDACTED]/month

Rents above are modified gross. Tenant will be responsible for expenses subject to the following: Tenant will be responsible for insurance on the interior of the Premises; Landlord will be responsible for maintenance of the common areas, with common area charges *included* in the base rent above, although Tenant will reimburse Landlord for *specific pass through expenses* in the Project (the "Project"), Tenant's percentage of common area and pass-through expenses will be based on the relative rentable/leasable square footage in the entire Project;

Tenant will be responsible for all repairs and maintenance of the Premises due to Tenant's



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occupancy and use. Tenant's pro-rata share of property taxes, liability insurance for the building, water utility, and electrical utility.

Pro-rata Share: 3.29% *pending remeasuring of demised space.*

At Landlord's option and cost, electricity and/or water may be submetered near Tenant's space and Tenant shall pay their actual utility usage based on submeter reading, although Landlord shall not charge Tenant more than the utility cost.

9. **Annual Increases:** 3% Annual Increases starting October 1, 2024
10. **Option to Renew:** Tenant shall have one option to renew for five years at fair market rent, to be discussed further in the Landlord's lease form.
11. **Maintenance:** Following the Delivery Date, Landlord shall maintain, at its sole cost and expense, the exterior and structural components of the Premises, including but not limited to the roof, exterior columns, walls, foundation, floor slab, and utility services extending to the service connections within the Premises. Landlord shall maintain the common areas.

Tenant shall contract for and will be responsible for routine maintenance and repair of the HVAC systems. At Landlord's option, Tenant shall use a contractor approved by Landlord, or Landlord will perform maintenance and Tenant shall reimburse Landlord for HVAC maintenance and repair (estimated at \$500.00/year HVAC unit for quarterly maintenance and annual coil clean only). Tenant shall maintain the interior, non-structural improvements in the Premises, including but not limited to, the windows (interior and exterior), window tinting, doors (interior and exterior), interior plumbing, interior electrical, and the interior of the Premises.

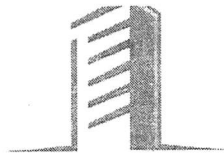
The estimated monthly costs of pass-through expenses is an additional \$0.37/sf of rent per month or \$266.40/month.

Tenant shall pay monthly base rent and estimated pass-through expenses through Zelle or ACH payment to Landlord when rent is due in the amount of \$2,384.05, each month for the first year.

Actual costs shall be reconciled and new estimated costs shall be budgeted annually. If actual costs exceed estimated costs, Tenant shall pay to Landlord the reconciled amount. If actual costs are lower than estimated costs, Landlord, at their option, shall pay the reconciled amount to Tenant or provide a credit rent to Tenant.

To be Further Discussed in Lease

12. **Security Deposit:** Existing Deposit of Twenty Five Hundred US Dollars (\$2,500.00)
13. **Delivery Date:** Tentative Delivery Date shall be October 1, 2023. Landlord, with prior written notice to Tenant, shall have the option to deliver space earlier at no cost to Tenant, or later, on November 1, 2023 at no cost to Tenant.
14. **Rent Commencement Date:** The Latter of October 1, 2023, or the Delivery Date.
15. **Signage:** Landlord shall feature Tenant's Trade name on the 1st floor directory of the building. All



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window signage and channel letter signage shall be at Tenant's cost and shall comply with Landlord's sign program, which shall be further discussed in the lease.

16. Landlord's Work: As-is and Where-Is Condition.

17. Tenant Improvements: Tenant at their sole cost shall perform their own improvements and install trade fixtures pertaining to their business. Any plumbing fixtures, light fixtures, or improvements affixed to the ceiling, walls, or floor of the Premises shall remain the property of the Landlord at the end of the lease. Any improvements shall be performed by a licensed contractor approved by Landlord. At Tenant's cost, reasonable care shall be exercised to maintain and protect against plumbing back-ups and corrosive chemicals expelled in sewer drains as a result of Tenant's use. Plans shall be submit in advance to Landlord for approval prior to construction.

18. Broker and Commissions: Landlord and Tenant agree that no broker is involved in the lease, and no commissions will be owed.

This non-binding letter of intent is intended solely as a preliminary expression of general intent and interest and is to be used for general discussions purposes only; it is neither an offer, nor an acceptance or a contract. The parties hereby agree that this non-binding letter of intent does not create any agreement, obligations, rights, duties, or otherwise by either party to negotiate a lease or other agreement and/or to continue or further discuss or negotiate a lease or any other agreement. Only upon the full and final execution and delivery of an agreement will any obligations attach with respect to the transaction outlined in this non-binding letter of intent. Without limiting the foregoing the parties may: (a) negotiate with other parties with respect to the premises (b) enter into a formal agreement with another party with respect to premises or other real property and any other subject matter of this non-binding letter of intent; (c) propose different or additional terms than those contained in this non-binding letter of intent; and (d) unilaterally terminate all negotiations with the other party at any time with respect to the subject matter of this non-binding letter of intent without liability of any kind whatsoever, and without explanation, cause or reason. Any party who takes any actions in reliance on this non-binding letter of intent does so at their own costs, expense, risk and peril. This non-binding letter of intent shall at all times remain, regardless of statements, writings, conduct, or otherwise, non-binding, unless and until the parties fully execute and deliver a formal lease agreement.

Sincerely,

Jacin Tong
Manager, Harbor Plaza

AGREED AND ACCEPTED this 28th day of June, 2023.

TENANT:

Printed Name: Maria Herrera

Signature:

LANDLORD:

Printed Name: Jacin Tong

Signature: