

Jackie Rubio, Chair
Kenneth Tang, Vice Chair
Jeff Ortiz, Commissioner
Gracie Retamoza, Commissioner
Leo Barrera, Commissioner



Gerardo Marquez, Director of Community
Development & Public Works
Tiffany Ho, Community Development
Manager
Renee Reyes, Secretary
Adrian De Leon, Assistant City Attorney

CITY OF SOUTH EL MONTE

REGULAR MEETING OF THE SOUTH EL MONTE PLANNING COMMISSION

AGENDA

April 28, 2026, 6:00 PM
1415 Santa Anita Avenue, South El Monte, CA 91733

PUBLIC COMMENT

Those wishing to participate during Public Comment may do so in person at the South El Monte City Hall Council Chambers, or may submit written public comments by emailing rreyes@soelmonte.org. Emailed public comments are due by 5:00 p.m., and should be limited to no more than 250 words. Written public comments will be provided to the Planning Commission and will be part of the record but will not be read aloud.

To participate during public comment via teleconference, see below:

Link: <https://us02web.zoom.us/j/86581711880>

Webinar ID: 865 8171 1880

Or Call In: 1 669 900 6933, when prompted, enter 86581711880#

LIVE STREAMING OF MEETINGS

The City of South El Monte live streams the Planning Commission Meetings over the Internet at <https://www.cityofsouthelmonte.org/129/Meeting-Agendas-Minutes>. After the meetings, recordings are immediately posted. NOTE: Your attendance at this public meeting may result in the streaming and recording of your image and/or voice.

AMERICANS WITH DISABILITIES ACT

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Secretary at (626) 652-3175 at least 72 hours prior to the meeting.

MEETINGS

The Planning Commission holds regular meetings on the fourth Tuesday of every month. Regular meetings start at 6 p.m. in the Council Chambers at City Hall, 1415 Santa Anita Avenue, South El Monte, California. Special and Adjourned Regular meetings start time are to be determined.

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

Regular meeting agendas will be posted at least 72 hours before the meeting (Government Code Section 54954(a)(1)).

Agenda and Cancellation Notices can be viewed online (at the link below) and are also posted at the following three (3) locations: City Hall located at 1415 Santa Anita Avenue, Senior Center located at 1556 Central Avenue and the Community Center located at 1530 Central Avenue, South El Monte, California.

VIEWING OF AGENDA PACKETS

Full agenda packet can be viewed either at <https://www.cityofsouthelmonte.org/129/Meeting-Agendas-Minutes> or in the Community Development's Office at City Hall during normal business hours Monday through Thursday 7:00 a.m. to 5:30 p.m. Closed on Fridays and major holidays.

ISSUES RELATED TO AGENDA

For issues related to the agenda, including a disability-related accommodation necessary to participate in this meeting, please contact:

Renee Reyes, Commission Secretary
Ph (626) 652-3175

AGENDA BEGINS ON THE FOLLOWING PAGE

1. ROLL CALL

Commissioners: Barrera, Ortiz, Retamoza, Vice Chair Tang, and Chair Rubio

2. PLEDGE OF ALLEGIANCE

Chair Rubio

3. PRESENTATIONS - None

4. APPROVAL OF AGENDA

By motion of the Planning Commission, this is the time to notify the public of any changes to the agenda, remove items from the consent calendar for individual consideration and/or rearrange the order of the agenda.

5. PUBLIC COMMENT

Speakers may provide public comments on any matter within the subject matter jurisdiction of the Planning Commission, including items on the agenda. Each speaker will be limited to five minutes. Unless a majority of the Commission objects, the Chair may provide speakers more or less time to speak. All comments or queries shall be addressed to the Commission as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the Planning Commission shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

6. CONSENT CALENDAR

Items on the consent calendar are considered to be routine and customary and are enacted by a single motion with the exception of items previously pulled by a member of the Planning Commission during "Approval of the Agenda" for individual consideration. Any items pulled shall be individually considered immediately after taking action on the Consent Calendar.

6.a. CONSIDERATION AND APPROVAL OF THE SPECIAL PLANNING COMMISSION MEETING MINUTES OF MARCH 25, 2026.

RECOMMENDED ACTION: CONSIDERATION AND APPROVAL OF THE SPECIAL PLANNING COMMISSION MEETING MINUTES OF MARCH 25, 2026.

7. PUBLIC HEARINGS

7.a. ADOPTION OF RESOLUTION NO. 26-09 APPROVING CONDITIONAL USE PERMIT MODIFICATION CUPMOD 26-01 AND VARIANCE MODIFICATION VARMOD 26-01 TO REQUEST TO MODIFY CONDITIONAL USE PERMIT CUP 24-04 & VARIANCE VAR 24-01 TO ALLOW FOR THE CONSTRUCTION OF A NEW 986 SQUARE FOOT DRIVE-THROUGH RESTAURANT AND TO MODIFY THE PREVIOUSLY APPROVED MAXIMUM SIGN HEIGHT AND SIGN AREA OF A POLE SIGN FROM 75 FEET AND 240 SQUARE FEET TO 97 FEET AND 1,438

SQUARE FEET, RESPECTIVELY, LOCATED AT 1127 SANTA ANITA AVENUE, SOUTH EL MONTE, CA.

RECOMMENDED ACTION: Staff recommends that the Planning Commission adopt Resolution No. 26-09, approving CUP Modification 26-01 and VAR Modification 26-01, subject to the conditions of approval contained therein.

- 7.b. ADOPTION OF RESOLUTION NO. 26-08 APPROVING A CONDITIONAL USE PERMIT CUP 26-03 TO REQUEST TO ALLOW FOR THE OFF-SALE OF BEER AND WINE WITHIN AN EXISTING CONVENIENCE STORE & GAS STATION AT 1100 SANTA ANITA AVENUE, SOUTH EL MONTE, CA.**

RECOMMENDED ACTION: Staff recommends that the Planning Commission adopt Resolution No. 26-08, approving Conditional Use Permit No. 26-03.

- 7.c. ADOPTION OF RESOLUTION NO. 26-07, RECOMMENDING THAT THE CITY COUNCIL APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND MAGELLAN VALUE PARTNERS TO DEDICATE 10.7 ACRES TO THE CITY OF SOUTH EL MONTE FOR THE FUTURE DEVELOPMENT OF A PUBLIC PARK AT 825 LEXINGTON-GALLATIN ROAD, SOUTH EL MONTE, CA.**

RECOMMENDED ACTION: Adopt Resolution No. 26-07 (**Attachment A**), recommending that the City Council approve a Development Agreement between the City of South El Monte and Magellan Value Partners to dedicate 10.7 acres to the City of South El Monte for the future development of a public park at 825 Lexington-Gallatin Road, South El Monte, CA.

- 8. GENERAL BUSINESS - None**

- 9. COMMISSIONERS REPORTS, INCLUDING AB 1234 REPORTS**

AB 1234, section 53232.3(d) requires Members of a legislative body to provide brief reports on meetings attended at the expense of the local agency (i.e., Conferences, seminars, training etc.) at the next regular meeting of the legislative body.

- 10. CORRESPONDENCE - None**

- 11. COMMISSIONERS AGENDA**

- 11.a. COMMISSIONER BARRERA**

1. Rumble plates on Michael Hunt Drive.
2. Who oversees cleaning of the storefront at the Dollar Tree?

- 12. STAFF MEMBER COMMENTS**

- 12.a. Recycling update.**

- 13. ADJOURNMENT**

NEXT REGULAR PLANNING COMMISSION MEETING:

Tuesday, May 26, 2026, at 6:00 p.m.

CERTIFICATION

I, Renee Reyes, Secretary, hereby certify under penalty of perjury that a true, accurate copy of the foregoing agenda was posted on this Thursday, April 23rd, 2026, seventy-two (72) hours prior to the meeting per Government Code 54954.2 at the following locations: City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org.

Renee Reyes
Secretary

CITY OF SOUTH EL MONTE
SPECIAL PLANNING COMMISSION MEETING MINUTES
Wednesday, March 25, 2026, 6:00 P.M.

1. **ROLL CALL** – Chair Ortiz called the meeting to order at 6:00 p.m.

PRESENT: Commissioner(s): Chair Ortiz, Vice Chair Barrera, Retamoza, Rubio, Tang

ABSENT: Commissioner(s): None

STAFF PRESENT: Adrian De Leon, Assistant City Attorney; Gerardo Marquez, Director of Community Development & Public Works; Charlize Hernandez, Assistant Planning, and Renee Reyes, Secretary.

Zoom was provided for the Public to participate during public comment via teleconference.

2. **PLEDGE OF ALLEGIANCE** – Commissioner Retamoza led the Pledge of Allegiance.

3. **PRESENTATIONS** - None

4. **APPROVAL OF AGENDA**

Gerardo Marquez, Director of Community Development and Public Works informed the Commission that there is a correction to the agenda.

He stated that 7.b. should read, “A resolution of the City of South El Monte Planning Commission recommending City Council approve the ordinance.”

A motion was made by Commissioner Rubio, seconded by Vice Chair Barrera, to approve the agenda. Motion passed 5-0 by the following vote:

AYES: Commissioner(s): Chair Ortiz, Vice Chair Barrera, Retamoza, Rubio, Tang

NAYS: Commissioner(s): None

ABSTAIN: Commissioner(s): None

ABSENT: Commissioner(s): None

5. **PUBLIC COMMENT**

Chair Ortiz opened and closed Public Comment seeing no one else wishing to speak.

6. CONSENT CALENDAR

A motion was made by Vice Chair Barrera, seconded by Commissioner Rubio, to approve the agenda. Motion passed 5-0, by the following vote:

6.a. CONSIDERATION AND APPROVAL OF THE REGULAR PLANNING COMMISSION MEETING MINUTES OF FEBRUARY 24, 2026.

RECOMMENDED ACTION: Staff is requesting approval of the Minutes of the February 24, 2026 Regular Planning Commission Meeting Minutes.

AYES: Commissioner(s): Chair Ortiz, Vice Chair Barrera, Retamoza, Rubio, Tang

NAYS: Commissioner(s): None

ABSTAIN: Commissioner(s): None

ABSENT: Commissioner(s): None

7. PUBLIC HEARING

Chair Ortiz opened Public Hearing for Item 7.a. at 6:05 pm.

7.a. CONSIDERATION OF RESOLUTION NO. 26-05 WHEREBY THE PLANNING COMMISSION RECOMMENDS THE CITY COUNCIL CONSIDER A ZONE TEXT AMENDMENT (NO. 26-01), TO AMMEND CHAPTER 17.12 "ACCESSORY DWELLING UNITS", TO COMPLY WITH NEW REQUIRMENTS SET FORTH BY THE STATE OF CALIFORNIA.

Charlize Hernandez, Assistant Planner gave a brief background on Zone Text Amendment.

Commissioners posed questions to Staff.

RECOMMENDED ACTION: Staff recommends that the Planning Commission adopt Resolution No. 26-05, recommending that the City council adopt Zone Text Amendment (No. 26-01) to amend and replace South El Monte Municipal Code ("SEMMC") Chapter 17.12 "Accessory Dwelling units" to bring the SEMMC into conformity with the newly amended State Law.

A motion was made by Vice Chair Barrera, seconded by Commissioner Retamoza, to adopt Resolution No. 26-05, recommending that the City council adopt Zone Text Amendment (No. 26-01) to amend and replace South El Monte Municipal Code ("SEMMC") Chapter 17.12 "Accessory Dwelling units" to bring the SEMMC into conformity with the newly amended State Law. Motion passed 5-0, by the following vote:

AYES: Commissioner(s): Chair Ortiz, Vice Chair Barrera, Retamoza, Rubio, Tang

NAYS: Commissioner(s): None

ABSTAIN: Commissioner(s): None

ABSENT: Commissioner(s): None

Chair Ortiz closed Public Hearing for Item 7.a. at 6:18 pm.

Chair Ortiz opened Public Hearing for Item 7.b. at 6:18 pm.

7.b. CONSIDERATION OF RESOLUTION NO. 26-06, WHEREBY THE PLANNING COMMISSION RECOMMENDS THE CITY COUNCIL ADOPTING ZONE TEXT AMENDMENT (NO. 26-02) TO AMEND SOUTH EL MONTE MUNICIPAL CODE SECTION 17.03.230 TO IMPOSE A BUFFER DISTANCE FROM JURISDICTIONAL BOUNDARIES TO 350 FEET AND 1,000 FOOT BUFFER FROM ALL SENSITIVE USES.

Gerardo Marquez, Director of Community Development and Public Works gave a presentation on the City's Municipal Code and on adopting the Zone Text Amendment.

Commissioners posed questions to Staff.

RECOMMENDED ACTION: Staff recommends that the Planning Commission:

- Initiate by motion a Zone Text Amendment (ZTA) to the South El Monte Municipal Code
- Approve Resolution No. 26-06 to recommend that the City Council approve Zone Text Amendment No. 26-02 (ZTA 26-02) to:
 - Amend the South El Monte Municipal Code Section 17.03.230 to add a sensitive use buffer and a jurisdictional boundary buffer for massage establishments.

A motion was made by Vice Chair Barrera, seconded by Commissioner Tang, to recommend that the Planning Commission:

- Initiate by motion a Zone Text Amendment (ZTA) to the South El Monte Municipal Code
- Approve Resolution No. 26-06 to recommend that the City Council approve Zone Text Amendment No. 26-02 (ZTA 26-02) to:
 - Amend the South El Monte Municipal Code Section 17.03.230 to add a sensitive use buffer and a jurisdictional boundary buffer for massage establishments.

Motion passed 5-0, by the following vote:

AYES: Commissioner(s): Chair Ortiz, Vice Chair Barrera, Retamoza, Rubio, Tang

NAYS: Commissioner(s): None

ABSTAIN: Commissioner(s): None

ABSENT: Commissioner(s): None

Chair Ortiz closed Public Hearing Item 7.b. at 6:29 pm.

8. GENERAL BUSINESS

8.a. RE-ORGANIZATION – VOTE FOR VICE CHAIR

RECOMMENDED ACTION - Staff recommended the Planning Commission elect a Vice Chair.

A motion was made by Vice Chair Barrera, seconded by Commissioner Retamoza, to nominate and elect Kenneth Tang as Vice Chair. Motion passed 5-0, by the following vote:

AYES: Commissioner(s): Chair Ortiz, Vice Chair Barrera, Retamoza, Rubio, Tang

NAYS: Commissioner(s): None

ABSTAIN: Commissioner(s): None

ABSENT: Commissioner(s): None

8.b. RE-ORGANIZATION – VOTE FOR CHAIR

RECOMMENDED ACTION - Staff recommend the Planning Commission elect a Chair.

A motion was made by Commissioner Retamoza, seconded by Vice Chair Barrera, to nominate and elect Jackie Rubio as Chair. Motion passed 5-0, by the following vote:

AYES: Commissioner(s): Chair Ortiz, Vice Chair Barrera, Retamoza, Rubio, Tang

NAYS: Commissioner(s): None

ABSTAIN: Commissioner(s): None

ABSENT: Commissioner(s): None

At this time, the newly appointed Vice Chair and Chair assumed their respective seats.

8.c. 2025 HOUSING ELEMENT ANNUAL PROGRESS REPORT

Gerado Marquez, Director of Community Development and Public Works gave a brief presentation on the 2025 Housing Element Annual Progress Report.

RECOMMENDED ACTION - Staff recommend the Planning Commission receive and forward the Housing Element Annual Progress Report for Calendar Year 2025 to the City Council. The attached report shall be forwarded to the California Department of Housing and Community Development and the Governor's office of Planning and Research.

9. COMMISSIONERS REPORTS, INCLUDING AB 1234 REPORTS

Commissioner Retamoza and Chair Rubio attended the 2026 Planning Commissioners Academy and provided a brief update to the Commission and Staff on key takeaways from the conference.

10. CORRESPONDENCE – None

11. COMMISSIONERS' AGENDA

11.a. CHAIR TANG

1. Recycling facility regulations and location review – Current zoning and operation for recycling in the City, location of existing recycling centers, future land use, safety, buffering, or policy considerations the Planning Commission should evaluate following the recent fire at a recycling yard.

Gerado Marquez, Director of Community Development and Public Works stated there are no development standards or performance standards for these recycling establishments, given that they are not noted in the City's Municipal Code.

11.b. VICE CHAIR BARRERA

1. Is Rustic & Chic still operating?

Gerado Marquez, Director of Community Development and Public Works stated that Rustic & Chic should not be operating after their revocation of their CUP.

2. Updates for speed bumps being installed on Michael Hunt Dr. and status on survey?

Gerado Marquez, Director of Community Development and Public Works stated the City sent out a survey via Geo Code Map, that was sent out as a text. Staff received 72 responses out of the 562 texts.

12. STAFF MEMBER COMMENTS - None

13. ADJOURNMENT

At 6:57 p.m., there being no more business before the Commission, Chair Rubio adjourned the meeting to a Regular Planning Commission Meeting on Tuesday, April 28, 2026, at 6:00 p.m.

I Renee Reyes, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted not less than 72 hours at the following locations: City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org on this 23rd day of April 2026.

Secretary



Planning Commission Agenda Report

Agenda Item No. 7.a.

DATE: April 28, 2026

TO: Honorable Chairman and Members of the Planning Commission

APPROVED BY: Gerardo Marquez, Director of Community Development and Public Works

SUBMITTED BY: Charlize Hernandez, Assistant Planner

SUBJECT: ADOPTION OF RESOLUTION NO. 26-09 APPROVING CONDITIONAL USE PERMIT MODIFICATION CUPMOD 26-01 AND VARIANCE MODIFICATION VARMOD 26-01 TO REQUEST TO MODIFY CONDITIONAL USE PERMIT CUP 24-04 & VARIANCE VAR 24-01 TO ALLOW FOR THE CONSTRUCTION OF A NEW 986 SQUARE FOOT DRIVE-THROUGH RESTAURANT AND TO MODIFY THE PREVIOUSLY APPROVED MAXIMUM SIGN HEIGHT AND SIGN AREA OF A POLE SIGN FROM 75 FEET AND 240 SQUARE FEET TO 97 FEET AND 1,438 SQUARE FEET, RESPECTIVELY, LOCATED AT 1127 SANTA ANITA AVENUE, SOUTH EL MONTE, CA.

PUBLIC NOTICE: Notice of public hearing was posted on April 16, 2026 and mailed to all property owners within 500 feet of the project site. Notice of the public hearing was posted on April 17, 2026 on the San Gabriel Valley Tribune.

PROJECT LOCATION: Address: 1127 Santa Anita Ave
Project Applicant: Victoria Chadbourne
Property Owner: Santa Anita Commercial Group, LLC
Zone: "C-R" (Commercial-Residential)
Lot Size: 50,094 square feet

Table 1 - Surrounding Zoning and Land Use Summary

Location	Zone	General Plan	Land Use
North	"R-1" (Single-Family Residential)	Low-Density Residential	Residential
South	"C" (Commercial)	Commercial	Chevron
East	"C-R" (Commercial-Residential)	Mixed-Use	In-N-Out

West	"C" (Commercial)	Commercial	Park Suites Hotel
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BACKGROUND: The project site is located on the northwest intersection of Santa Anita Avenue and Merced Avenue. Previously the site consisted of three separate lots that totaled 1.15 acres, with the two smaller lots located along Merced Avenue and the larger lot located along Santa Anita Avenue. The two lots along Merced Avenue were developed as single-family dwellings and the lot along Santa Anita Avenue was developed as a bank.

In October 17, 2017, the Planning Commission approved Conditional Use Permit CUP 17-08 and Variance VAR 17-09 to allow for the construction of an 8,325 square feet (sq. ft.) retail/restaurant building with drive-through service (Building A), a 5,806 sq. ft. retail building (Building B), and a pole sign. The entitlement also included a variance to allow the pole sign to deviate from the allowable maximum height and area.

By 2018, the Applicant had been unable to move forward with the project and the entitlements expired. The Applicant then merged the three subject lots and all previous structures were demolished in preparation for the new development, and the site has since lain vacant.

On August 20, 2024, the Planning Commission approved CUP 24-04 and VAR 24-01, a resubmittal of the expired entitlements (CUP 17-08 and VAR 17-09). The new submittal did not propose any changes from what was previously approved from 2017.

On May 27, 2025, the Planning Commission approved CUP 25-05 to construct and establish an In-N-Out Burger at 1221 Santa Anita Avenue, the 1.41 acre vacant site adjacent to the subject property (1127 Santa Anita Avenue). The approval affected the subject property with a lot line adjustment to accommodate the In-N-Out site, and by attracting national brand interest in the site.

To accommodate interest from the national tenant, the Applicant has submitted a CUP and VAR Modification to modify the CUP 24-04 and VAR 24-01 to allow for the construction of a new 986 square foot drive-through restaurant to be occupied by a national coffee chain, and to modify the maximum height and area of the previously approved pole sign from 75 feet and 240 square feet to 97 feet and 1,438 square feet, respectively. The two new commercial buildings (Building A&B) will remain as part of the project. The proposed drive-through restaurant will operate as a drive-through use/quick serve restaurant only; there are no designated interior or exterior seating proposed. The applicant is also proposing a 16 vehicle queuing lane which will accommodate anticipated demand for the coffee quick-service restaurant. Other improvements include a covered trash enclosure, parking lot, landscaping, and other associated site improvements.

RECOMMENDATION: Staff recommends that the Planning Commission adopt Resolution No. 26-09, approving CUP Modification 26-01 and VAR Modification 26-01, subject to the conditions of approval contained therein.

ANALYSIS:

General Plan & Zoning Consistency

The General Plan designation for the project site is “Mixed Use” and the proposed CUP is consistent with the goals and objectives of the Land Use designation. The proposed uses will promote balanced and dynamic economic growth of the area and provide for the commercial needs of the City and surrounding region. The proposed uses are compatible with existing uses in the surrounding area such as the restaurants, convenience stores, and retail stores located along Santa Anita Avenue and Fawcett Avenue/Merced Avenue. Staff has reviewed the development standards for the proposed development and has determined that the proposed commercial development with the addition of the drive-through restaurant meets all of the development standards such as setbacks, parking, landscaping, building height, lot coverage and circulation. The proposed pole sign will not be in conflict with the General Plan, and will promote the goals and objective of the Land Use Element of the General Plan by capitalizing on its prime freeway location and develop region-serving uses to draw freeway travelers into South El Monte businesses near the intersection of the project site.

Circulation and Parking

The project site is situated at the northwest corner of Santa Anita and Fawcett/Merced Avenues. The primary entrance to the new development will be along Santa Anita Avenue and will provide three access points. This site will provide reciprocal ingress and egress access to the adjacent In-N-Out site to ensure that any future development provides adequate circulation entirely on-site.

Chapter 17.16, Off-Street Parking and Loading, of the Zoning Code requires:

- One parking space for each 300 square feet of gross floor area be provided for general retail or service uses.
- One parking space for each 250 square feet of gross floor area and a minimum of five parking spaces must be provided for drive-through uses with no designated interior or exterior seating areas.
- One parking space for every four permanent seats or for every four persons of occupant load must be provided for drive-through uses, with an additional 10% of the required parking be designated for use by employees.

Table 2 contains a breakdown of the parking requirements for this project:

Table 2 - Parking Analysis

	SQ. Ft	Parking Stalls
Building A		
Retail	5,925	19.75
Drive-Thru Restaurant	2,400	20.8
Building B		
Retail	5,806	19.35

Drive-Thru (no seats)	986	3.9
Total Required		63.8=64
EV		26
Provided Parking		89

The Applicant has revised the CUP to propose an additional 26 electric-vehicle (EV) charging spaces from the original entitlements, bringing the total number of parking spaces from 64 to 89.

Additionally, a 16 vehicle queuing lane is proposed to accommodate demand for the coffee restaurant. The Applicant also provided a queuing and parking analysis for the site, using 13 existing coffee drive-through restaurants operated by national brands throughout California as examples. The stores had a maximum average queue of 13 vehicles on weekdays and 16 cars on weekends. This means that the provided 16 vehicle queuing is anticipated to satisfy future queuing demands. Additionally, during peak times, the coffee chain associates will monitor the parking lot and will dispatch a team member with a wireless handheld ordering and payment system as needed to ensure that orders and vehicles are processed in a timely manner.

Architectural Design

The two commercial buildings will provide a Spanish-Californian style architecture. Spanish-Californian style of architecture has elements that include clay roof tiles and stucco exterior walls with tile veneer. The building will incorporate a light earth tone color palette that blends with the proposed architecture and color palette of the townhome development proposed across the street. Various materials and treatments such as roof tiles, decorative cornices, awnings, decorative light fixtures and metal wrought iron work will be incorporated throughout the project to add character to the commercial buildings. These architectural features will be used to articulate the different parts of the buildings as well as enhance the aesthetics of the architecture. The design and orientation of the buildings have not been altered from what has been approved in 2017.

The proposed coffee drive-through for the national brand will provide a modern style architecture. Modern style of architecture has elements that includes clean straight lines and simple shapes. The building will provide plaster exterior walls with masonry veneer along the base of the building. The building will incorporate a grey color palette with blue accents that are traditional to the proposed coffee chain color scheme. Various materials and treatments such as awnings and decorative light fixtures will be incorporated throughout the project to add character to the drive-through building.

Landscaping

The development standards for commercial uses require that 5% of the parking lot area be designated for landscaping. Based on this 5% requirement, a total of 3,467 sq. ft. of landscape area must be provided. The Applicant is proposing to exceed the minimum requirement for landscaping by providing approximately 11,052 sq. ft. of landscaping.

CONDITIONAL USE PERMIT FINDINGS

In order to grant a CUP, the Commission must make the following finding pursuant to South El Monte Municipal Code (“SEMMC”) Section 17.03.060:

- 1. The commission shall find that the proposed use shall not be detrimental to persons or properties in the immediate vicinity nor to the city in general.**

The proposed project consists of an 8,325 sq. ft. of retail/restaurant building with drive-through service (Building A), a 5,806 sq. ft. retail building (Building B), and a new 986 square foot drive through restaurant. Building A shall be located on the lot located on Santa Anita Avenue and shall provide the restaurant tenant space fronting Santa Anita Avenue furthest away from the adjacent residential zoned lots to the west. The two commercial buildings and 986 square foot drive-through shall operate in a manner that is consistent with all applicable South El Monte Municipal Code noise limit standards as well as other conditions of approval which will address lighting, littering and loitering. Additionally, the Applicant is proposing a 16 vehicle queuing lane which will accommodate demand for the coffee drive-through. Approval of the CUP will not be detrimental to persons or properties in the immediate vicinity, nor to the City in general due to the conditions of approval in the resolution and due to the fact that many of the surrounding parcels are being utilized as commercial.

Additionally, the proposed project is compatible with the objectives, policies, general land uses, economic development and programs specified in the General Plan which includes, but is not limited to, the following goals:

Land Use Element

Goal 1.0: Maintain a balanced mix and distribution of land uses throughout South El Monte. The proposed project will provide commercial retail, restaurant, and office service tenant spaces to a lot that is currently vacant and unimproved. The project will serve adjacent residential zones and will complement adjacent commercial uses.

Policy 1.4: Maintain a balanced mix and distribution of land uses throughout South El Monte” and “create opportunities for two types of commercial development: (1) commercial uses that meet the retail and service needs of the local resident and employee populations, and (2) regional-serving retail commercial businesses that capture revenues from a broader population base. The proposed project will introduce a new nationally recognized franchise tenant on a presently vacant lot. This use will not only serve the adjacent single family residential zone and townhome condominium development across from Santa Anita Avenue but will also look to capture revenue generated from the broader population that travels the adjacent State Route 60 freeway.

VARIANCE

As part of the application submittal, the Applicant requested a Variance to deviate from the code requirements for the freestanding sign. This component of the project was also previously approved by the Planning Commission in 2017 and 2024, for a freestanding

with a height of 75 feet and 240 square feet of sign area. The applicant is now proposing a freestanding sign with a height of 97 feet and 1,438 square feet of sign area. Staff has determined that there are special circumstances applicable to the property due to topography and location of the project site. The strict application of the zoning ordinance deprives such property of privileges enjoyed by other properties in the vicinity and under identical zoning classification.

The granting of this Variance will not result in a special privilege in that all of the businesses near the intersection of the project site have freeway signs that project higher than the allowed height specified in the code. The project site is approximately 200 feet from the 60 freeway; the elevation of the property is lower than the elevation of the freeway making it near impossible to view a 20 foot high sign before passing the freeway exit to the proposed development.

Allowing the sign to deviate from the development standards will allow for the sign to be seen from the freeway which would be consistent with adjacent freestanding signs. Within 100 feet of the intersection there are four existing freestanding signs from Mobil, Chevron, Starbucks and Park Suites Hotel with heights limits of 60, 70, 100 and 110 feet respectively. The proposed height of the freestanding sign is 97 feet.

Additionally, the proposed sign will have a new, modern design that has been updated from the previously approved sign. The design was presented at the April 7th City Council meeting. Final approval is still contingent on Planning Commission approval, and a licensing agreement will also be required to allow for City branding on the proposed sign.

The granting of this Variance will not be in conflict with the General Plan, but will promote the goals and objective of the Land Use Element of the General Plan that states, "The City needs to better capitalize on its prime freeway location and develop region-serving uses to draw freeway travelers into South El Monte".

Below under Section 17.03.160 of the zoning ordinance are the required findings to approve the requested Variance area as follows:

1. *That the strict application of the zoning regulations would result in practical difficulties or unnecessary hardships, not of the applicant's making.* The project site is approximately 200 feet from the 60 freeway; the elevation of the property is lower than the elevation of the freeway would create a hardship to see a 20 foot high sign before passing the freeway exit to the proposed development. Additionally, adjacent to this property, there are four existing freestanding signs with heights limits of 60, 70, 100 and 110 feet.
2. *That there are exceptional circumstances or conditions applicable to the property involved that do not apply to other property in the vicinity and in the identical zone.* In addition to the difference of elevation in relation to the 60 freeway, the proposed location of the sign is adjacent to an intersection of the City that provides special allowances under Gateway Signs. These types of signs are allowed to exceed the maximum height and sign area allowances if they are located within 200 linear feet from specific intersections within the city. Within 100 feet of the intersection of Santa Anita Avenue and Merced Avenue there are four existing freestanding signs with heights limits of 60, 70, 100 and 110 feet.

3. *The approval of the Variance will not result in a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and in the identical zone.* The granting of this Variance will not result in a special privilege in that all of the businesses near the intersection of the project site have freeway signs that project higher than the allowed height specified in the code.
4. *That the granting of the Variance will not be in conflict with the general plan or with any approved specific plan or neighborhood plan.* Additionally, the granting of this Variance will not be in conflict with the General Plan, and will promote the goals and objective of the Land Use Element of the General Plan that states, “The City needs to better capitalize on its prime freeway location and develop region-serving uses to draw freeway travelers into South El Monte.”

CONCLUSION: The proposed project is compatible with existing uses along Santa Anita Avenue and will not create a negative impact on surrounding uses. Staff has reviewed the Applicant’s request and has determined that the proposed project meets all of the development standards as set forth in SEMMC Chapter 17.07, which sets development standards for the Commercial Residential (Mixed-Use) “C-R” zone. Approval of the Conditional Use Permit, as conditioned, will not be detrimental to persons or properties in the immediate vicinity nor to the City in general. Staff recommends the Planning Commission adopt Resolution 26-09 to approve Conditional Use Permit Modification 26-01 and Variance Modification 26-01 at 1127 Santa Anita Avenue.

ATTACHMENT(S):

- A. Resolution No. 26-09
- B. Approved Resolution No. 24-06
- C. Vicinity Aerial
- D. Project Plans

PLANNING COMMISSION

RESOLUTION NO. 26-09

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE APPROVING CONDITIONAL USE PERMIT MODIFICATION 26-01 AND VARIANCE MODIFICATION 26-01 TO ALLOW FOR THE DEVELOPMENT OF A 986 SQUARE FOOT DRIVE-THROUGH RESTAURANT AND TO MODIFY THE PREVIOUSLY APPROVED MAXIMUM SIGN HEIGHT AND AREA FOR A POLE SIGN FROM 75 FEET AND 240 SQUARE FEET TO 97 FEET AND 1,438 SQUARE FEET RESPECTIVELY, LOCATED AT 1127 SANTA ANITA AVE

THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

WHEREAS, Holladay Construction, INC (“Previous Applicant”) filed an application for Conditional Use Permit (“CUP”) No. 17-08 for the development of two (2) new commercial buildings totaling 14,131 square feet and Variance (“VAR”) No. 17-09 for a pole sign to deviate from the maximum height and area allowed located at 1127 Santa Anita Avenue (“Expired Project”); and

WHEREAS, pursuant to South El Monte Municipal Code (“SEMMC”) Sections 17.03.060 and 17.03.160, the Project requires Planning Commission review and approval because the Project consists of request for both CUP and VAR applications; and

WHEREAS, a public hearing was held before the Planning Commission on October 17, 2017 to consider the application. All evidence, both written and oral, presented during said public hearing was approved by the Planning Commission by a 4-0 vote with one commissioner being absent; and

WHEREAS, the previously approved entitlements lapsed and became void given that no form of construction pursuant to issuance of a building permit commenced within two years from the date of the October 17, 2017 approval; and

WHEREAS, Victoria Chadbourne (“Applicant”) filed a second application for Conditional Use Permit No. 24-04 for the development of two (2) new commercial buildings totaling 14,131 square feet and Variance No. 24-01 for a pole sign to deviate from the maximum height and area allowed located at 1127 Santa Anita Avenue (“Original Project”); and

WHEREAS, a public hearing was held before the Planning Commission on August 20, 2024, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination. All evidence, both written and oral, presented during said public hearing was approved by the Planning Commission by a 5-0 vote; and

WHEREAS, Victoria Chadbourne (“Applicant”) filed an application for a Conditional Use Permit Modification (“CUPMOD”) and Variance Modification (“VARMOD”) to modify CUP No. 24-04 and VAR No. 24-01 to allow for the development of a new 986 square foot drive-through restaurant and to modify the previously approved maximum sign height and area for a pole sign located at 1127 Santa Anita Avenue (“Project”);

WHEREAS, a public hearing was held before the Planning Commission on April 28,

2026, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination.

THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

SECTION 1: Pursuant to Section 15303 Class 3 of the California Environmental Quality Act the proposed project is categorically exempt from environmental review and a Notice of Exemption has been prepared. The proposed project is characterized as new construction of small structures up to 10,000 square feet in an urbanized area.

SECTION 2: A record of the public hearing indicates the following:

- A. With regard to the application for a CUP, SEMMC Section 17.03.060 requires that the Planning Commission find that the proposed use shall not be detrimental to persons or properties in the immediate vicinity nor to the City in general. State law requires that the Project be compatible with surrounding uses.
- B. All of the development standards for the commercial development have been satisfied, except for the height and size of the freestanding sign, which the Applicant has applied for a Variance to deviate from the development standards
- C. The General Plan Land Use designation for the subject site is “Mixed Use”. The Zoning Code designation is “C-R” (Commercial-Residential).
- D. The proposed Project promotes the City’s goals and objectives stated in the General Plan. No goal or policy will be impaired.
- E. The operation of the new 986 square foot drive-through restaurant should not become a nuisance to surrounding properties.

SECTION 3: Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated April 28, 2026, which is hereby incorporated into this Resolution 26-09 by reference, the Planning Commission hereby finds for CUPMOD 26-01:

- A. Pursuant to South El Monte Municipal Code (“SEMMC”) Section 17.03.060 the Commission shall find that the proposed use shall not be detrimental to persons or properties in the immediate vicinity nor to the City in general.
- B. As conditioned, the proposed project shall operate in a manner that is consistent with all applicable South El Monte Municipal Code noise limit standards as well as other conditions of approval which will address lighting, littering, and loitering. The approval of the CUP will not be detrimental to persons or properties in the immediate vicinity, nor to the City in general. This is because of the conditions of approval in the resolution and given that many of the surrounding parcels are being utilized as commercial.

- C. As conditioned, the proposed Project is compatible with the objectives, policies, general land uses, economic development and programs specified in the General Plan which includes, but is not limited to, the following goals:

Land Use Element

- Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte*; The proposed project will provide commercial retail, restaurant, and office service tenant spaces to a lot that is currently vacant and unimproved. The project will serve adjacent residential zones and will complement adjacent commercial uses.
- Policy 1.4: *Maintain a balanced mix and distribution of land uses throughout South El Monte*” and “*create opportunities for two types of commercial development: (1) commercial uses that meet the retail and service needs of the local resident and employee populations, and (2) regional-serving retail commercial businesses that capture revenues from a broader population base.* The proposed project will introduce a new nationally recognized franchise tenant on a presently vacant lot. This use will not only serve the adjacent single family residential zone and townhome condominium development across from Santa Anita Avenue but will also look to capture revenue generated from the broader population that travels the adjacent State Route 60 freeway.

SECTION 4: A record of the public hearing indicates the following:

- A. With regard to the application for a Variance, SEMMC Section 17.03.160 requires that the Planning Commission find the following in the affirmative:
- a. That the strict application of the zoning regulations would result in practical difficulties or unnecessary hardships, not of the Applicant’s making.
 - b. That there are exceptional circumstances or conditions applicable to the property involved that do not apply to other property in the vicinity and in the identical zone.
 - c. The approval of the Variance will not result in a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and in the identical zone.
 - d. That the granting of the Variance will not be in conflict with the general plan or with any approved specific plan or neighborhood plan.

SECTION 5: Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated April 28, 2024, which is hereby incorporated into this Resolution 26-09 by reference, the Planning Commission hereby finds for VARMOD 26-01:

- A. *That the strict application of the zoning regulations would result in practical difficulties or unnecessary hardships, not of the applicant's making.* The subject site is approximately 200 feet from the 60 freeway; the elevation of the property is lower than the elevation of the freeway would create a hardship to see a 20 ft. high sign before passing the freeway exit to the proposed development. Additionally, adjacent to this property, there are four existing freestanding signs with heights limits of 60, 70, 100 and 110 feet.
- B. *That there are exceptional circumstances or conditions applicable to the property involved that do not apply to other property in the vicinity and in the identical zone.* In addition to the difference of elevation in relation to the 60 freeway, the proposed location of the sign is adjacent to an intersection of the City that provides special allowances under Gateway Signs. These types of signs are allowed to exceed the maximum height and sign area allowances if they are located within 200 linear feet from specific intersections within the city. Within 100 feet of the intersection of Santa Anita Avenue and Merced Avenue there are four existing freestanding signs with heights limits of 60, 70, 100 and 110 feet.
- C. *The approval of the Variance will not result in a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and in the identical zone.* The granting of this Variance will not result in a special privilege in that all of the businesses near the intersection of the subject site have freeway signs that project higher than the allowed height specified in the code.
- D. *That the granting of the Variance will not be in conflict with the general plan or with any approved specific plan or neighborhood plan.* Additionally, the granting of this Variance will not be in conflict with the General Plan, and will promote the goals and objective of the Land Use Element of the General Plan that states, "The City needs to better capitalize on its prime freeway location and develop region-serving uses to draw freeway travelers into South El Monte."

SECTION 6: Based on the foregoing, the Planning Commission hereby approves CUPMOD 26-01 and VARMOD 26-01, pursuant to the conditions listed below.

General Conditions:

1. The Applicant and the business entity allowed for hereunder shall indemnify, defend and hold harmless the City, its officers, agents, employees, and volunteers from any and all claims, lawsuits or actions arising from the granting of, or the exercise of, the rights permitted by this approval, and from any and all claims or losses occurring or resulting to any person, firm, corporation or property for damage, injury, or death arising out of, or connected in anyway, with the performance of the use permitted hereby. The Applicant's obligation to indemnify, defend, and hold harmless the City shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City's choice in representing the City in connection with any such claims, losses, lawsuits or actions, and any award of damages or attorney's fees in any such lawsuit or action.

2. The Applicant and the business entity allowed for hereunder shall execute an Affidavit of Acceptance of these conditions in the presence of a Notary Public and return the Affidavit to the Director of Community Development within ten calendar days of the date of the Planning Commission's approval.
3. The approval shall lapse and become void if the privilege authorized is not utilized or where some form of construction pursuant to issuance of a building permit has not commenced within two (2) years from the date of this approval.
4. Applicant and its employees, agents and contractors shall comply with all Municipal Code provisions.

Planning Conditions:

1. The property owner shall ensure that future tenants are provided with the conditions of approval and that tenants sign a lease addendum confirming that they have read and understand all conditions relative to operation of the facility.
2. In the event of a violation of any of the conditions of approval, the property owner and tenant will be issued a Notice of Correction. If said violation is not remedied within a reasonable period of time and/or subsequent violations of the conditions of approval and/or City law occurs within ninety (90) days of any notice of correction, the property owner shall be held responsible for reimbursing the City for all staff time directly attributable to enforcement of the conditions of approval and/or City law including, but not limited to, revocation of the herein conditional use permit.
3. The proposed project shall be developed in accordance with the plans submitted.
4. The Applicant shall be responsible for maintaining the subject site litter free at all times.
5. The store windows shall conform to the city's signage code 17.15 (Advertising Signs) and not cover windows with more than 25% of signage.
6. All signage shall be approved separately by the Planning Division under the approved sign program under a separate sign and building permit.
7. Graffiti shall be removed from the premises within twenty-four (24) hours of discovery. The exterior painting shall include an anti-graffiti application.
8. All buildings and walls must be finished with graffiti resistant materials.
9. There shall be no outside vending machines.
10. The construction time shall be limited from 7:00 a.m. to 7:00 p.m. Monday through Friday. No construction shall be permitted on weekends and City designated holidays.
11. No person shall operate or cause or authorize the operation of any tools or equipment used in construction, drilling, repair, alteration, or demolition work between the hours of 10:00 p.m. and 7:00 a.m., or at any time on weekends or holidays, such that the sound

therefrom creates a noise disturbance across the real property line of an adjacent or nearby property developed entirely or partially for residential use.

12. No person shall sound or permit the sounding of any electronically amplified signal from any stationary bell, chime, siren, whistle, or similar device, for more than ten (10) seconds in any hourly period. Houses of religious worship shall be exempt from this provision.
13. No person shall load, unload, open, close or handle boxes, crates, containers, building materials, metal, equipment or other objects or personal property between the hours of 10:00 p.m. and 7:00 a.m. in such manner as to cause a noise disturbance across the real property line of an adjacent or nearby property developed entirely or partially for residential use.
14. During construction period, the site shall be watered down periodically to reduce fugitive dust created.
15. During the construction period, the applicant shall surround the subject site with a security fence (i.e., chain link with a lockable gate) subject to approval by the Community Development Department.
16. The applicant shall provide adequate security lighting in the parking lot. All lighting shall be directed and shielded so that all lighting is directed onto the subject site only. Applicant shall also provide a photometric plan which demonstrate that light levels in the area are directed onto the subject site only and not adjacent property.
17. Applicant shall provide security cameras and building lights with motion sensors. These fixtures shall be placed around the proposed development where feasible to reduce opportunities of criminal activities. Cameras and lighting shall be placed in such a way where law enforcement can adequately identify vehicle license plates upon entry/exit to the site.
18. All exterior doors shall be lit with a minimum of one (1) foot candle power of intensity and constructed of tamper-resistant fixtures.
19. There shall be no display or merchandise in the parking area or on walkways, except as permitted as a temporary use.
20. No vehicles shall be displayed "For sale" in the public parking lot.
21. No repair of vehicles shall occur at any time.
22. During construction of the project emergency access shall be maintained at all times.
23. Each building structure shall have numerical addresses in a font size on the corner of the building that can be easily viewed and read from the street.
24. The Applicant shall execute an Affidavit of Acceptance of these conditions in the presence of a Notary Public and return the Affidavit to the Director of Community

Development within ten (10) calendar days of the date of the Commission's approval.

25. At the time of development, the applicant shall submit a site plan and grading plan with hydrology calculations to the Building and Safety Division showing the handling of on-site drainage. Before building permit issuance, the plans shall be approved by the Public Works Department and respective departments.
26. The Applicant shall incorporate roof and surface drain to be collected on-site and terminate at the face of curb.
27. Applicant shall adhere to all provisions of South El Monte Chapter 8.44 (Stormwater Management and Discharge Control) and best management practices shall be utilized throughout the duration of the project.
28. All loading and unloading shall occur on-site at all times.
29. The applicant shall comply with the City of South El Monte Noise Ordinance. Additionally, noise levels may not exceed 70 db (a) during business hours, Monday through Friday. Should the City receive two or more complaints regarding noise levels at the site, the applicant shall, at the request of the Director of Community Development or their Designee, conduct a noise analysis of the subject site.
30. All landscaping shall be continuously maintained free of weeds, debris, litter or temporary signage.
31. The Applicant shall submit detailed landscaping and irrigation plans, prepared by a registered Landscape Architect, for the review and approval of the Planning Division before the issuance of building permits in conformance with the latest Model Water Efficiency Landscape Ordinance (MWELo).
32. Before the issuance of permits, detailed site development plans, including plot plans, floor plans and building elevations shall be submitted to the Building and Safety Division for review and approval.
33. Conformance with all included conditions of this Resolution shall be achieved before the issuance of a Certificate of Occupancy and/or the issuance of a business license.
34. No signs, advertisements, or graphics shall be painted on any building wall or placed on the roof, nor shall any pennants, flags, streamers or other type of temporary signage be allowed unless the Planning Division grants approval.
35. All utilities shall be located underground.
36. All rooftop equipment shall be screened from public view.
37. Any bollards on the site visible from the public right of way shall be decorative in nature and shall be approved by the Director of Community Development or Designee.
38. The Project shall operate and be constructed in the manner approved by the Planning Commission. Minor modifications to the project plans may be approved by the Director

of Community Development or their Designee.

39. A trash enclosure with minimum 5' X 7' interior dimensions shall be required for the proposed site. The trash enclosure shall be constructed of masonry material and painted to match the existing building. Landscaping shall be provided around the trash enclosure to screen it from public view. Applicant shall also schedule additional pick-ups or provide additional enclosures if it is determined by the Director of Community Development or their Designee that such additional enclosures and/or additional pick-ups are necessary.
40. The location of the Fire Department Connection (FDC)/Fire Water Service Backflow Device shall be subject to the approval of the Director of Community Development. The required backflow device shall be screened from public view at all times by landscaping or a decorative block wall.
41. The approval of the Variance for the freestanding sign will only allow for the deviation from the maximum height of 20' to 75' and sign area of 100 sq. ft. to 240 sq. ft. All other standards within Chapter 17.15 (Advertising Signs) of the South El Monte Municipal Code shall apply.

Fire Department Conditions:

42. Review and approval by the County of Los Angeles Fire Department, Fire Prevention Engineering Section Building Plan Check Unit may be required for this project prior to building permit issuance.

Building Conditions:

43. The second sheet of building plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
44. All construction plans shall comply with the codes in effect at the time of plan submittal to the Building and Safety Division.
45. School Developmental Fees shall be paid to School District prior to the issuance of the building permit.
46. Fees shall be paid to the County of Los Angeles Sanitation District prior to issuance of the building permit.
47. In accordance with paragraph 5538(b) of the California Business and Professions Code, plans are to be prepared and stamped by a licensed architect.
48. Structural calculations shall be prepared under the direction of an architect, civil engineer or structural engineer shall be provided.
49. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following

- a. Observation of cleared areas and benches prepared to receive fill;
 - b. Observation of the removal of all unsuitable soils and other materials;
 - c. The approval of soils to be used as fill material;
 - d. Inspection of compaction and placement of fill;
 - e. The testing of compacted fills; and
 - f. The inspection of review of drainage devices.
50. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by other soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the City, a new Preliminary Soils and/or Geotechnical Investigation.
51. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.
52. Stormwater Planning Program LID Plan Checklist (MS4-1 FORM) completed by Engineer of Record shall be copied on the first sheet of Building Plans and on the first sheet of Grading Plans. The form can be found at the following link <https://www.dropbox.com/scl/fi/xliqonam5j4jro5oklnw4/MS4-Permit-LID-Determination-Form.pdf?rlkey=zr7tu632u2staheexj6vqvxxvg&dl=0>
53. Prior submitting grading plans to Engineering Department LID review shall be completed and approved.
54. All State of California disability access regulations for accessibility and adaptability shall be complied with.
55. Approval is required from the Los Angeles County Health Department for food handling and/or storage.
56. The property shall be surveyed, and the boundaries marked by a land surveyor licensed by the State of California.
57. Foundation inspection will not be made until the excavation has been surveyed and the setbacks determined to be in accordance with the approved plans by a land surveyor licensed by the State of California. THIS NOTE IS TO BE PLACED ON THE FOUNDATION PLAN IN A PROMINENT LOCATION.
58. Foundation inspection will not be made until setback of the addition has been surveyed and the setbacks determined to be in accordance with the approved plans by a land surveyor licensed by the State of California. THIS NOTE IS TO BE PLACED ON THE FOUNDATION PLAN IN A PROMINENT LOCATION.

59. Separate application and plan review is required for Electrical plans.
60. Separate application and plan review is required for Mechanical plans.
61. Separate application and plan review is required for Plumbing plans.
62. Project shall comply with the CalGreen Non-Residential mandatory requirements.
63. No form work or other construction materials will be permitted to encroach into adjacent property without written approval of the affected property owner.

Engineering Conditions:

64. The second sheet of building plans, grading plans and/or offsite improvement plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
65. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.
66. Low Impact Development (LID) review shall be completed prior submitting grading plans for plan review through the Building and Safety Division. Grading plans shall be submitted including the proof of approval of LID or exemption of LID.

Santa Anita Ave

67. Install new driveway approach in accordance with Standard Plans for Public Works Construction (SPPWC) Standard Plan 110-2, and as directed by the City Engineer or his/her designee.
68. No portion of the driveway and/or parkway drain shall encroach to the frontage of the adjacent property.
69. Close existing driveway apron, and install necessary improvements (parkway, landscape, sidewalk, curb and gutter, any others as applicable) to match required adjacent sections, and as directed by the City Engineer or his/her designee.
70. Remove and replace sidewalk along the entire length of the property frontage in accordance with SPPWC standard plan 113-2, and as directed by the City Engineer or his/her designee.
71. Remove and replace curb and gutter along the entire length of the property frontage in accordance with SPPWC Standard Plan 120-2, and as directed by the City Engineer or his/her designee.

- 72. Relocate the water meter from the sidewalk as directed by the City Engineer or his/her designee.
- 73. Rehabilitate existing AC street pavement along the length of the property frontage and side to the centerline of the street on Santa Anita Ave and as directed by the City Engineer or his/her designee. Grind existing pavement and overlay new AC (from depth of 2" or 4" to be determined at the time of improvements). ADA, sidewalks, curb ramps, curb and gutter, and driveway approaches shall be constructed to facilitate drainage and comply with ADA regulations. However, if the street comes into moratorium during the time of these conditions to the time of the public work improvements, then the grind existing pavement to a depth of 2" and overlay new AC will be required (to centerline or full width depending on furthest excavation).

Merced Ave

- 74. Install new driveway approach in accordance with SPPWC Standard Plan 110-2, and as directed by the City Engineer or his/her designee.
- 75. No portion of the driveway and/or parkway drain shall encroach to the frontage of the adjacent property.
- 76. Close existing driveway apron, and install necessary improvements (parkway, landscape, sidewalk, curb and gutter, any others as applicable) to match required adjacent sections, and as directed by the City Engineer or his/her designee.
- 77. Remove and replace sidewalk along the entire length of the property frontage in accordance with SPPWC standard plan 113-2, and as directed by the City Engineer or his/her designee.
- 78. Remove and replace curb and gutter along the entire length of the property frontage in accordance with SPPWC Standard Plan 120-2, and as directed by the City Engineer or his/her designee.
- 79. Rehabilitate existing AC street pavement along the length of the property frontage and side to the centerline of the street on Merced Ave and as directed by the City Engineer or his/her designee. Grind existing pavement and overlay new AC (from depth of 2" or 4" to be determined at the time of improvements). ADA, sidewalk, curb ramps, curb and gutter, and driveway approaches shall be constructed to facilitate drainage and comply with ADA regulations. However, if the street comes into moratorium during the time of these conditions to the time of the public work improvements, then the grind existing pavement to a depth of 2" and overlay new AC will be required (to centerline or full width depending on furthest excavation).
- 80. Underground all utility services to the property.

81. Protect and maintain existing street tree through the duration of the project. Existing street tree must be maintained in healthy condition through the duration of any planning and construction. Trees should be deemed healthy and in good condition by City Arborist upon the conclusion of any construction in order for the project to be accepted as completed by the Public Works Department.
82. Project shall be reviewed and approved by the City Traffic Engineer, prior to the issuance of permits. Any mitigation measures shown on the traffic study if any shall be made at the sole cost to the property owner/developer.

SECTION 7: Any interested party may appeal this decision to the City Council pursuant to Section 17.03 of the South El Monte Municipal Code.

PASSED, APPROVED AND ADOPTED this 28th day of April 2026.

Chair, Jackie Rubio

ATTEST:

Secretary

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SOUTH EL MONTE)

I, Renee Reyes, Secretary to the Planning Commission of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 26-09 was duly passed and adopted by the Planning Commission of the City of South El Monte at a regular meeting of said Commission held on the 28th day of April 2026.

AYES:

NOES:

ABSENT:

ABSTAIN:

Secretary

PLANNING COMMISSION

RESOLUTION NO. 24-06

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE APPROVING CONDITIONAL USE PERMIT NO. 24-04 FOR THE DEVELOPMENT OF TWO (2) NEW COMMERCIAL BUILDINGS AND VARIANCE NO. 24-01 FOR A POLE SIGN TO DEVIATE FROM THE MAXIMUM HEIGHT AND AREA ALLOWED LOCATED AT 1127 SANTA ANITA AVE

THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

WHEREAS, Victoria Chadbourne (“Applicant”) filed an application for a Conditional Use Permit (“CUP”) for the development of two (2) new commercial buildings totaling 14,131 square feet and a Variance (“VAR”) for a pole sign to deviate from the maximum height and area allowed located at 1127 Santa Anita Avenue (“Project”); and

WHEREAS, pursuant to South El Monte Municipal Code (“SEMMC”) Sections 17.03.060 and 17.03.160, the Project requires Planning Commission review and approval because the Project consists of request for both CUP and VAR applications; and

WHEREAS, a public hearing was held before the Planning Commission on October 17, 2017 to consider the application. All evidence, both written and oral, presented during said public hearing was approved by the Planning Commission by a 4-0 vote with one commissioner being absent; and

WHEREAS, the previously approved entitlements lapsed and became void given that no form of construction pursuant to issuance of a building permit commenced within two years from the date of the October 17, 2017 approval; and

WHEREAS, a public hearing was held before the Planning Commission on August 20, 2024, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination.

THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

SECTION 1: Pursuant to Section 15303 Class 3 of the California Environmental Quality Act the proposed project is categorically exempt from environmental review and a Notice of Exemption has been prepared. The proposed project is characterized as new construction of small structures up to 10,000 square feet in an urbanized area.

SECTION 2: A record of the public hearing indicates the following:

- A. With regard to the application for a CUP, SEMMC Section 17.03.060 requires that the Planning Commission find that the proposed use shall not be detrimental to persons or properties in the immediate vicinity nor to the City in general. State law requires that the Project be compatible with surrounding uses.

- B. All of the development standards for the commercial development have been satisfied, except for the height and size of the freestanding sign, which the applicant has applied for a Variance to deviate from the development standards.
- C. The General Plan Land Use designation for the subject site is “Mixed Use”. The Zoning Code designation is “C-R” (Commercial-Residential).
- D. The proposed Project promotes the City’s goals and objectives stated in the General Plan. No goal or policy will be impaired.
- E. The operation of the two (2) new commercial buildings should not become a nuisance to surrounding properties.

SECTION 3: Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated August 20, 2024, which is hereby incorporated into this Resolution 24-06 by reference, the Planning Commission hereby finds for CUP 24-04:

- A. Pursuant to South El Monte Municipal Code (“SEMMC”) Section 17.03.060 the commission shall find that the proposed use shall not be detrimental to persons or properties in the immediate vicinity nor to the city in general.
- B. As conditioned, the proposed project shall operate in a manner that is consistent with all applicable South El Monte Municipal Code noise limit standards as well as other conditions of approval which will address lighting, littering, and loitering. The approval of the CUP will not be detrimental to persons or properties in the immediate vicinity, nor to the City in general. This is because of the conditions of approval in the resolution and given that many of the surrounding parcels are being utilized as commercial.
- C. As conditioned, the proposed Project is compatible with the objectives, policies, general land uses, economic development and programs specified in the General Plan which includes, but is not limited to, the following goals:

Land Use Element

- Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte; The proposed project will provide commercial retail, restaurant, and office service tenant spaces to a lot that is currently vacant and unimproved. The project will serve adjacent residential zones and will complement adjacent commercial uses.*
- Policy 1.4: *Maintain a balanced mix and distribution of land uses throughout South El Monte” and “create opportunities for two types of commercial development: (1) commercial uses that meet the retail and service needs of the local resident and employee populations, and (2) regional-serving retail commercial businesses that capture revenues from a broader population base. The proposed project will provide a mixture of commercial retail and service tenant spaces on a presently*

vacant lot. These uses will not only serve the adjacent single family residential zone and townhome condominium development across Santa Anita Avenue but will also look to capture revenue generated from population that travel the adjacent 60 freeway.

SECTION 4: A record of the public hearing indicates the following:

- A. With regard to the application for a Variance, SEMMC Section 17.03.160 requires that the Planning Commission find the following in the affirmative:
 - a. That the strict application of the zoning regulations would result in practical difficulties or unnecessary hardships, not of the applicant's making.
 - b. That there are exceptional circumstances or conditions applicable to the property involved that do not apply to other property in the vicinity and in the identical zone.
 - c. The approval of the Variance will not result in a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and in the identical zone.
 - d. That the granting of the Variance will not be in conflict with the general plan or with any approved specific plan or neighborhood plan.

SECTION 5: Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated August 20, 2024, which is hereby incorporated into this Resolution 24-06 by reference, the Planning Commission hereby finds for VAR 24-01:

- A. That the strict application of the zoning regulations would result in practical difficulties or unnecessary hardships, not of the applicant's making. The subject site is approximately 200 feet from the 60 freeway; the elevation of the property is lower than the elevation of the freeway would create a hardship to see a 20 ft. high sign before passing the freeway exit to the proposed development. Additionally, adjacent to this property, there are four existing freestanding signs with heights limits of 63, 68, 70 and 78 feet.
- B. That there are exceptional circumstances or conditions applicable to the property involved that do not apply to other property in the vicinity and in the identical zone. In addition to the difference of elevation in relation to the 60 freeway, the proposed location of the sign is adjacent to an intersection of the City that provides special allowances under Gateway Signs. These types of signs are allowed to exceed the maximum height and sign area allowances if they are located within 200 linear feet from specific intersections within the city. Within 100 feet of the intersection of Santa Anita Avenue and Merced Avenue there are four existing freestanding signs with heights limits of 63, 68, 70 and 78 feet.
- C. The approval of the Variance will not result in a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and in the identical zone. The granting of this Variance will not result in a special privilege in that all of the businesses near the

intersection of the subject site have freeway signs that project higher than the allowed height specified in the code.

- D. That the granting of the Variance will not be in conflict with the general plan or with any approved specific plan or neighborhood plan. Additionally, the granting of this Variance will not be in conflict with the general plan and will promote the goals and objective of the Land Use Element of the General Plan that states, “The City needs to better capitalize on its prime freeway location and develop region-serving uses to draw freeway travelers into South El Monte”.

SECTION 6: Based on the foregoing, the Planning Commission hereby approves CUP No. 24-04 and VAR No. 24-01, pursuant to the conditions listed below.

General Conditions:

1. The Applicant and the business entity allowed for hereunder shall indemnify, defend and hold harmless the City, its officers, agents, employees, and volunteers from any and all claims, lawsuits or actions arising from the granting of, or the exercise of, the rights permitted by this approval, and from any and all claims or losses occurring or resulting to any person, firm, corporation or property for damage, injury, or death arising out of, or connected in anyway, with the performance of the use permitted hereby. The Applicant’s obligation to indemnify, defend, and hold harmless the City shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City’s choice in representing the City in connection with any such claims, losses, lawsuits or actions, and any award of damages or attorney’s fees in any such lawsuit or action.
2. The Applicant and the business entity allowed for hereunder shall execute an Affidavit of Acceptance of these conditions in the presence of a Notary Public and return the Affidavit to the Director of Community Development within ten calendar days of the date of the Planning Commission’s approval.
3. The approval shall lapse and become void if the privilege authorized is not utilized or where some form of construction pursuant to issuance of a building permit has not commenced within two (2) years from the date of this approval.
4. Applicant and its employees, agents and contractors shall comply with all Municipal Code provisions.

Planning Conditions:

5. The property owner shall ensure that future tenants are provided with the conditions of approval and that tenants sign a lease addendum confirming that they have read and understand all conditions relative to operation of the facility.
6. In the event of a violation of any of the conditions of approval, the property owner and tenant will be issued a notice of correction. If said violation is not remedied within a reasonable period of time and/or subsequent violations of the conditions of approval and/or City law

occurs within ninety (90) days of any notice of correction, the property owner shall be held responsible for reimbursing the City for all staff time directly attributable to enforcement of the conditions of approval and/or City law including, but not limited to, revocation of the herein conditional use permit.

7. The proposed project shall be developed in accordance with the plans submitted.
8. The applicant shall be responsible for maintaining the subject site litter free at all times.
9. The store windows shall conform to the city's signage code 17.15 (Advertising Signs) and not cover windows with more than 25% of signage.
10. All signage shall be approved separately by the Planning Division under the approved sign program under a separate sign and building permit.
11. Graffiti shall be removed from the premises within twenty-four (24) hours of discovery. The exterior painting shall include an anti-graffiti application.
12. All buildings and walls must be finished with graffiti resistant materials.
13. There shall be no outside vending machines.
14. The construction time shall be limited from 7:00 a.m. to 7:00 p.m. Monday through Friday. No construction shall be permitted on weekends and City designated holidays.
15. No person shall operate or cause or authorize the operation of any tools or equipment used in construction, drilling, repair, alteration, or demolition work between the hours of 10:00 p.m. and 7:00 a.m., or at any time on weekends or holidays, such that the sound therefrom creates a noise disturbance across the real property line of an adjacent or nearby property developed entirely or partially for residential use.
16. No person shall sound or permit the sounding of any electronically amplified signal from any stationary bell, chime, siren, whistle, or similar device, for more than ten (10) seconds in any hourly period. Houses of religious worship shall be exempt from this provision.
17. No person shall load, unload, open, close or handle boxes, crates, containers, building materials, metal, equipment or other objects or personal property between the hours of 10:00 p.m. and 7:00 a.m. in such manner as to cause a noise disturbance across the real property line of an adjacent or nearby property developed entirely or partially for residential use.
18. The site shall be watered down periodically to reduce fugitive dust created during construction.
19. The applicant shall surround the subject site with a security fence during construction subject to approval by the Community Development Director (i.e., chain link with a lockable gate).
20. The applicant shall provide adequate security lighting in the parking lot. All lighting shall be directed and shielded so that all lighting is directed onto the subject site only. Applicant shall

also provide a photometric plan showing light levels in the area so that light is directed onto the subject site only and not adjacent property.

21. Applicant shall provide security cameras and building lights with motion sensors. They shall be placed around the proposed development where feasible to reduce opportunities of criminal activities. Cameras and lighting shall be placed in such a way where law enforcement can adequately identify vehicle license plates upon entry/exit to the site.
22. All exterior doors shall be lit with a minimum of one (1) foot candle power of intensity and constructed of tamper-resistant fixtures.
23. There shall be no display or merchandise in the parking area or on walkways, except as permitted as a temporary use.
24. No vehicles shall be displayed "For sale" in the public parking lot.
25. No repair of vehicles shall occur at any time.
26. During construction of the project emergency access shall be maintained at all times.
27. Provide numerical addresses in a font size on the corner of the building that can be easily viewed and read from the street.
28. The applicant shall execute an Affidavit of Acceptance of these conditions in the presence of a Notary Public and return the Affidavit to the Director of Community Development within ten (10) calendar days of the date of the Commission's approval.
29. Before issuance of a building permit, all applicable Lot Line Adjustments shall be finalized and recorded with the Los Angeles County Recorder's Office.
30. At the time of development, the applicant shall submit a site plan and grading plan with hydrology calculations to the Building Divisions showing the handling of on-site drainage. Before building permit issuance, the plans shall be approved by the Public Works Department and respective departments.
31. The applicant shall incorporate roof and surface drain to be collected on-site and terminate at the face of curb.
32. Applicant shall adhere to all provisions of South El Monte Chapter 8.44 entitled Storm Water and Urban Runoff Pollution Control and best management practices shall be utilized throughout the duration of the project.
33. All loading and unloading shall occur on-site at all times.
34. The applicant shall comply with the City of South El Monte Noise Ordinance. In addition noise levels may not exceed 70 db (a) during business hours, Monday through Friday. Should the City receive two or more complaints regarding noise levels at the site, the applicant shall, at the request of the Director of Community Development, conduct a noise

analysis of the subject site.

35. All landscaping shall be continuously maintained free of weeds, debris, litter or temporary signage.
36. The applicant shall submit detailed landscaping and irrigation plans, prepared by a registered Landscape Architect, for the review and approval of the Planning Division before the issuance of building permits in conformance with the latest Model Water Efficiency Landscape Ordinance (MWELo).
37. Before the issuance of permits, detailed site development plans, including plot plans, floor plans and building elevations shall be submitted to the Building Division for review and approval.
38. Conformance with all included conditions of this Resolution shall be achieved before the issuance of a Certificate of Occupancy and/or the issuance of a business license.
39. No signs, advertisements, or graphics shall be painted on any building wall or placed on the roof, nor shall any pennants, flags, streamers or other type of temporary signage be allowed unless the Planning Division grants approval.
40. All utilities shall be located underground.
41. All rooftop equipment shall be screened from public view.
42. Any bollards on the site visible from the public right of way shall be decorative in nature and shall be approved by the Director of Community Development or designee.
43. A trash enclosure with minimum 5' X 7' interior dimensions shall be required for the proposed site. The trash enclosure shall be constructed of masonry material and painted to match the existing building. Landscaping shall be provided around the trash enclosure to screen it from public view. Applicant shall also schedule additional pick-ups or provide additional enclosures if it is determined by the Director of Community Development that such additional enclosures and/or additional pick-ups are necessary.
44. The location of the FDC, Fire Water Service Backflow Device, shall be subject to the approval of the Director of Community Development. The required Backflow device shall be screened from public view at all times by landscaping or a decorative block wall.
45. The approval of the Variance for the freestanding sign will only allow for the deviation from the maximum height of 20' to 75' and sign area of 100 sq. ft. to 240 sq. ft. All other standards within section 17.15 of the South El Monte Municipal Code shall apply.

Fire Department Conditions:

46. Provide a minimum unobstructed driveway width of 26 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical

clearance “clear to sky” Fire Department vehicular access to within 150 feet of all portions of the exterior walls of the first story of the building, as measured by an approved route around the exterior of the building. Fire Code 503.1.1 and 503.2.2.

47. Fire Department apparatus access shall be extended to within 150 feet of all portions of the exterior walls of any future buildings or structures.
48. All on-site Fire Department Vehicular access roads shall be labeled as “PRIVATE DRIVEWAY AND FIRE LANE” on the site plan along with the widths clearly depicted on the plan. Labeling is necessary to assure the access availability for Fire Department use. The designation allows for appropriate signage prohibiting parking.
49. Fire Department vehicular access roads must be installed and maintained in a serviceable manner prior to and during the time of construction. Fire Code 501.4.
50. All fire lanes shall be clear of all encroachments, and shall be maintained in accordance with Title 32, County of Los Angeles Fire Code.
51. The dimensions of the approved Fire Apparatus Access Roads shall be maintained as originally approved by the fire code official. Fire Code 503.2.2.1.
52. Install one new public fire hydrant per Los Angeles County Fire Department submittal.

Water Systems Requirements:

53. All hydrants shall measure 6” x 4” x 2 ½” brass or bronze, conforming to current AWWA standard C503 or approved equal.
54. The required fire flow for public fire hydrants for the proposed development is 1,750 gallons per minute at 20 psi for minimum durations of 2 hours, over and above the maximum daily domestic demand.
55. Vehicular access must be provided and maintained serviceable throughout construction to all required fire hydrants. All required fire hydrants shall be installed, tested, and accepted prior to construction.
56. All required fire hydrants shall be tested and accepted prior to beginning construction. Fire Code 501.4.
57. Approved Automatic Sprinkler Systems in new buildings and structures shall be provided in locations described in Sections 903.2.1 through 903.2.12 of the County of Los Angeles Fire Code.

Engineering Conditions:

58. Owner/Developer shall provide the Public Works Department with an Ownership Certificate for grading prior to issuance of building permits.

59. The following plans and/or information shall be prepared and submitted in accordance with City standards:
 - a. Grading plan drawn to a scale of 1"=10' /Utility Plan
 - b. Erosion Control Plan
 - c. Street/Parkway Improvement Plan
 - d. Review of project impact on traffic safety
 - e. Water Quality Management Plan (WQMP)
 - f. Comprehensive NPDES /LID report to conform to MS4 permit and LA CO LID Manual
 - g. Topographic map prepared by a LS or RCE
 - h. Hydrology and hydraulics study. Hydrology report to include a plan showing pre and post construction drainage patterns
60. Grading and Improvement Plans shall be prepared by a Californian licensed Civil Engineer. Applicant shall submit four (4) sets of plans for plan check to the Engineering Department and post plan-check/permit fees per City Fee schedule.
61. All existing public facilities in conflict with new improvements shall be relocated at no cost to the City. Property owner shall dedicate, or cause to be dedicated all easements needed to accommodate the relocation, modification or installation of facilities to be maintained by the City or any public utility company.
 - a. The project site must be graded as not to adversely impact the adjacent properties. An Engineering Grading Certification shall be submitted to Engineering Division when grading is complete. The project RCE/geotechnical engineer shall initiate and prepare the certification, duly signed, wet stamped with date of expiration of registration.
62. Improvements conforming to the site plan shall include:
 - a. Remove the two existing driveway approaches on the east side of Santa Anita Ave. and replace with full height curb and gutter and sidewalk.
 - b. Construct new driveway approach on the East side of Santa Anita
 - c. Remove and replace substandard curb & gutter and sidewalk.
 - d. Install four 24" box tree wells to be approved by City Engineer on the East side of Santa Anita in front of the driveway. Trees shall be approved by city staff.
63. New public improvements to include the following:
 - a. Repair existing damaged AC pavement on Santa Anita Ave to the centerline of roadway. A soil engineer's recommendation for the paving design on Santa Anita shall be provided.
64. Applicant shall submit a drainage report for preexisting and proposed development storm runoff per LA County Hydrology Manual. The applicant shall submit an on-site

- grading/drainage plan showing the method of discharge to the street and adequate drainage under the sidewalk.
65. Storm drain system shall be designed and constructed for a minimum 25 year flood per LA County standards. It shall be privately owned and maintained.
 66. All utility connections, street improvements, and any other work performed in the public right of way will require a work zone traffic control plan prepared per City of South El Monte Public Works Department requirements. The cost of the design and implementation of the work zone traffic control plans shall be borne by the project proponent.
 67. All trash collection services needed during construction or after project completion shall be obtained from the City's authorized provider.
 68. Applicant shall prepare public improvement plans for the development and shall reflect exist/proposed sewer laterals, water services and trench resurfacing of new services per City standards, Plans shall be prepared by a registered civil engineer in the State of California.
 69. All off-site improvements damaged by construction of the project shall be rebuilt/reconstructed to the satisfaction of the City Engineer prior to the issuance of the Certificate of Occupancy.
 70. Applicant's plans shall indicate the location of the existing sewer line and any sewer connections located on the subject property.
 71. Applicant shall submit to the San Gabriel Valley Water Company a water development plan prepared by a Registered Civil Engineer showing all existing/new utilities and proposed realignment of any water facilities and water services. Water improvement plans to be reviewed and approved by the City Engineering Department. New services shall be reflected on the improvement plans for reference and trench resurfacing.
 72. Applicant shall be responsible for completing all trench repairs as required for any service in the City right-of-way areas as part of this project.
 73. If applicable, reduced Pressure Backflow Preventers will be required for all irrigation water services. An approved reduced pressure principal back-flow prevention device shall be installed above grade in the customer's service line by his contractor as close as practical to the water meter and shall be between the water meter and the first point of connection to the service. The device shall be located onsite fronting the property.
 74. Applicant shall adhere to all applicable Standard Urban Stormwater Mitigation Plan (SUSMP) requirements. SUSMP requirements, if any, shall be processed thru the Building Department.

75. If applicable, Applicant shall prepare and submit a Stormwater Pollution Prevention Plan (SWPPP) to the Public Works Department for approval prior to issuance of a grading permit, if applicable.
76. As part of the SUSMP, Applicant shall adhere to all provisions of the Los Angeles County Stormwater Management, LID and “Best Management Practices” shall be utilized throughout the duration of the project.
77. Prior to issuance of grading or building permits, permit applicant shall submit for approval by the City Engineer, a Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMPs) that will be used on site to control predictable pollutant run-off. Applicant shall record the approved WQMP with the Los Angeles County Clerk-Recorder at the cost of the applicant, and provide the City with a conformed copy of the recorded WQMP. This WQMP shall identify the: Structural and non-structural measures specified in Appendix G, as available at the Engineering Services Division, detailing implementation of BMP’s whenever they are applicable to the project (when the project has a below grade loading dock, for example); the assignment of long-term maintenance responsibilities (specifying the developer, parcel owner, maintenance association, lessee, etc.); and, shall reference the location(s) of structural BMP’s.
78. If applicable, Applicant may be required to file Notice of Intent with the State Water Resource Control Board (SWRCB), Division of Water Quality, and Stormwater Permit Unit. Applicant should contact the SWRCB for information in Sacramento, CA.
79. Applicant shall prepare public improvement plans for street repairs and the proposed driveway approach and shall reflect sewer laterals, water services and trench resurfacing per City standards.
80. Applicant shall submit a Soils Report prepared by a California Registered professional, to the City for review and approval, if additional materials are to be imported or a building pad is to be graded. Soils report shall include analysis of feasibility of use of native soils if proposed by applicant. Soils report shall also include a percolation test to determine percolation rate of soil.
81. Applicant shall obtain Fire Department approval prior the City approvals and permits.
82. Any existing survey monuments shall be reset by a Land Surveyor and shall file a corner record or record of survey with the County. Applicant to submit plan showing all temporary property boundary line stakes to be used during construction.
83. All fees, deposits and bonds associated with improvements required by the Public Works Department shall be paid prior to the issuance of permits for construction.
84. Before exercising any right or performing any obligation pursuant to any permit issued by the Public Works Department, the developer/contractor shall file with the City required insurance certificates.

85. Prior to the final release of the project by the Public Works Department, or the refund of any cash deposits, the developer/contractor shall provide the City with a warranty bond to be held by the City for the period of one (1) year, for all public facilities and improvements.
86. Prior to grant of occupancy by the City or commencement of the approved use, these conditions and all improvements required by the Public Works Department shall be completed to the satisfaction of the City Engineer.
87. Applicant to retain the services of civil engineer of record, and geotechnical/soils engineer of record, to observe and monitor construction and prepare an SOR, and GOR (Geotechnical Observation Report). Applicant shall also have civil engineer of record prepare an MCA (Master Covenant and Agreement) as outlined in the LA CO LID Manual, latest edition.
88. Applicant to hire an environmental or geotechnical engineer to prepare a Phase 1 assessment for the property.
89. Relocate monument sign to other side of driveway to allow view of oncoming traffic.
90. Install R5-1 (DO NOT ENTER) sign and post at drive through exit.
91. Install one-way arrows on drive through lane.
92. Install 6" concrete curb for sidewalk and patio area.
93. Replace angled curbs with curved curbs throughout the project area. Also install a straight curb at drive through entrance.

SECTION 7: Any interested party may appeal this decision to the City Council pursuant to Section 17.03 of the South El Monte Municipal Code.

PASSED, APPROVED AND ADOPTED this 20th day of August 2024.



Chairman

ATTEST:



Secretary

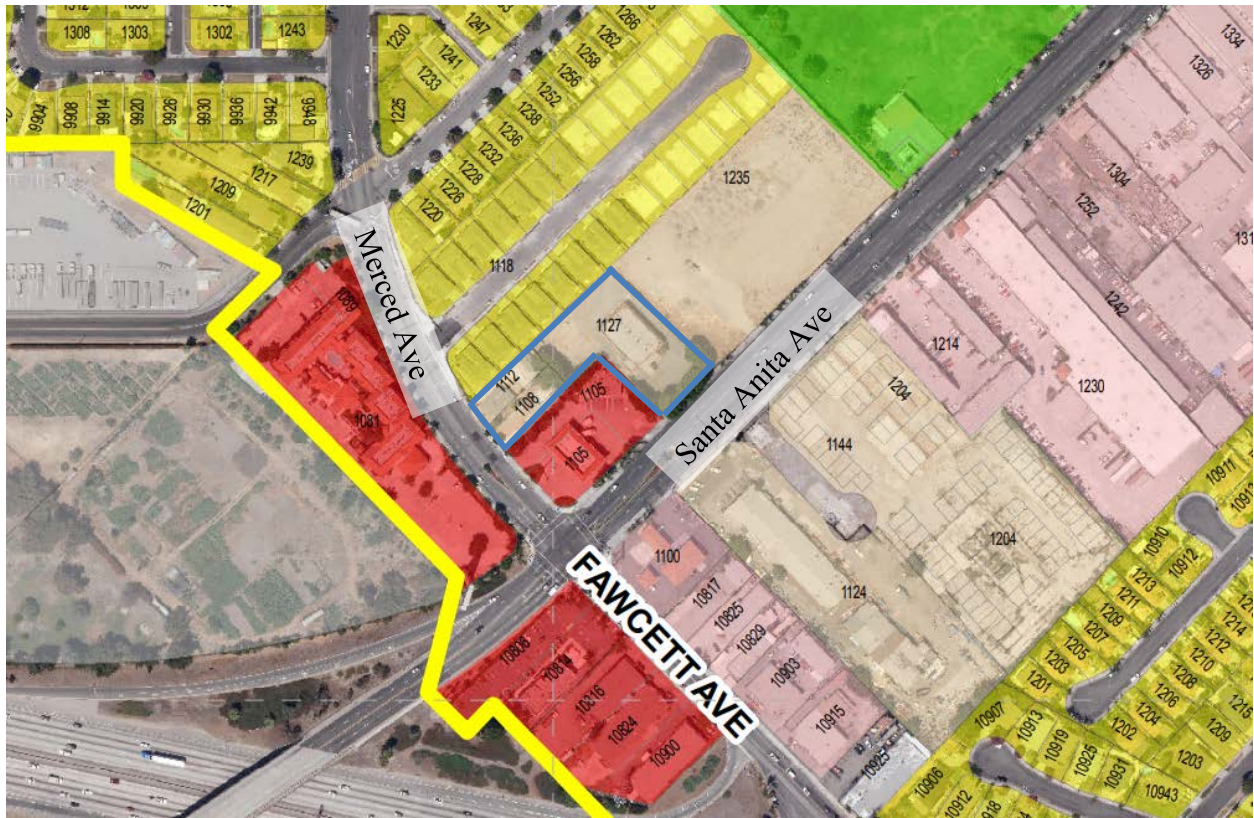
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SOUTH EL MONTE)

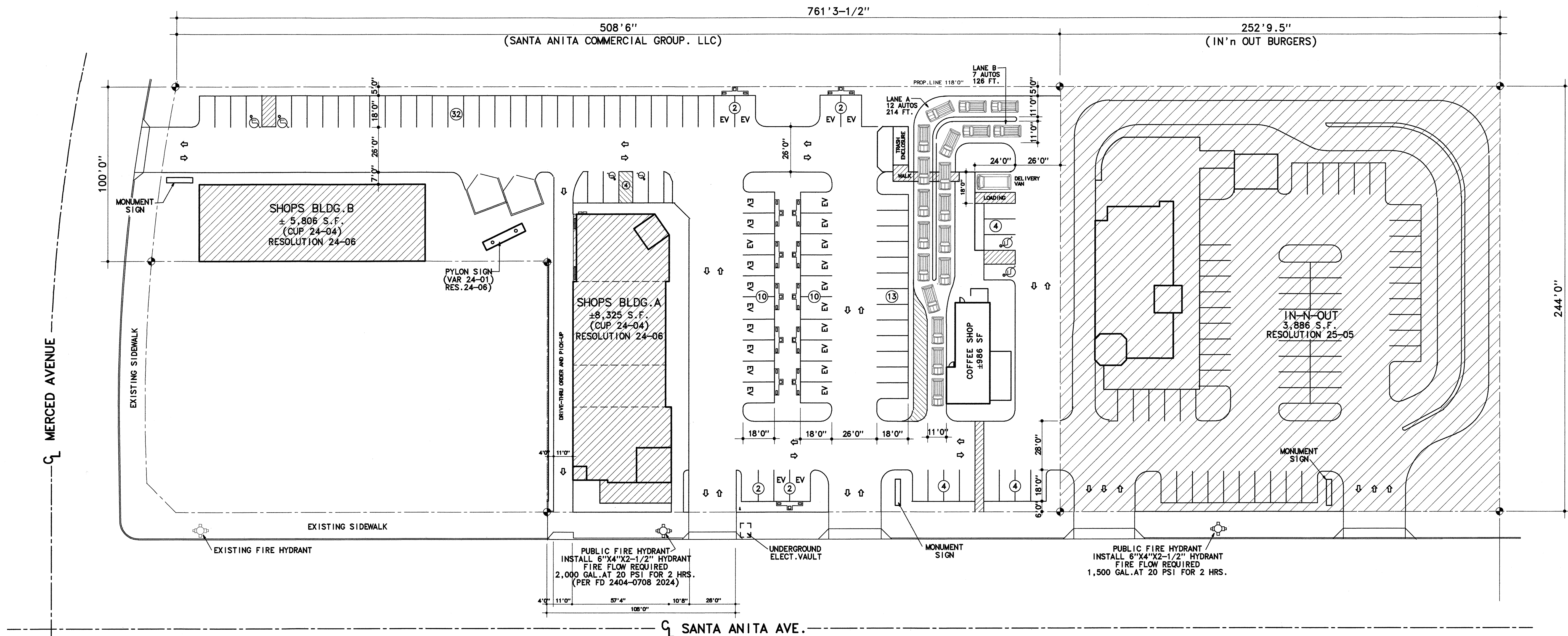
I, Renee Reyes, Secretary to the Planning Commission of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-06 was duly passed and adopted by the Planning Commission of the City of South El Monte at a regular meeting of said Commission held on the 20th day of August 2024.

AYES: Barrera, Tang, Lares, Vice Chair Ortiz
and Chair Rodriguez

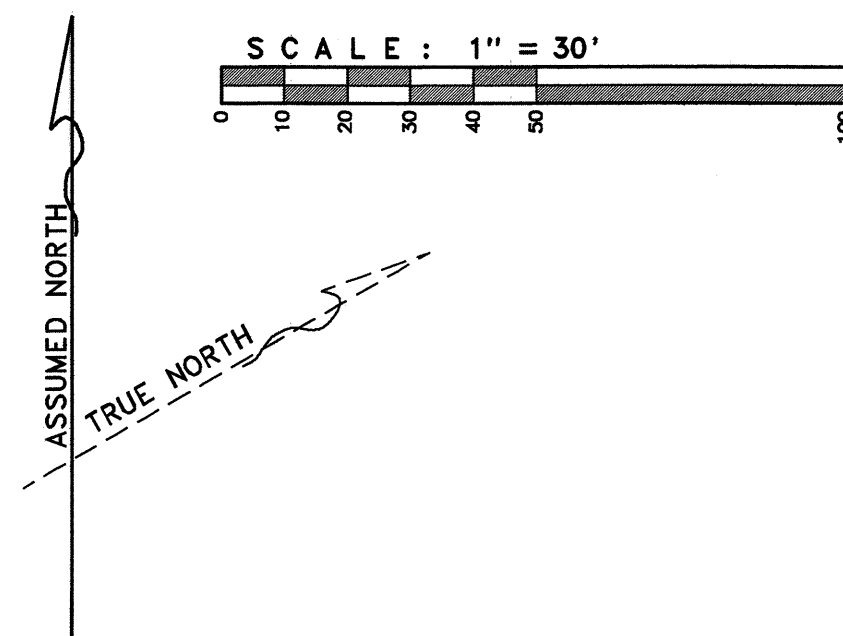
NOES: None


Secretary





SITE PLAN



BUILDING ANALYSIS

AIN# 8116-006-022 (93,992.33 SF/2.15 AC)	
SHOPS BUILDING "A"	8,325 SQ.FT.
(RESOLUTION 24-06)	
SHOPS BUILDING "B"	5,806 SQ.FT.
(RESOLUTION 24-06)	
COFFEE SHOP	986 SQ.FT.
TOTAL BUILDING AREA	15,117 SQ.FT.

PARKING ANALYSIS

STANDARD SPACES	57
(9'0"X18'0")	
DISABLED VAN PARKING	6
(17'0"X18'0")	
EV PARKING	26
(12'0"X18'0")	
TOTAL PARKING SPACES	89

LANDSCAPING

COFFEE SHOP	3,285 SF
EV STATIONS	2,196 SF
BUILDINGS A/B	5,571 SF
TOTAL LANDSCPG	11,052 SF

COFFEE SHOP SITE PLAN

DATE 04/13/26
JOB NO. 26-3-1
SHEET NO. A-1
OF 3

SANTA ANITA
COMMERCIAL GROUP, LLC
JOB SITE 1189 SANTA ANITA AVENUE
SOUTH EL MONTE, CA

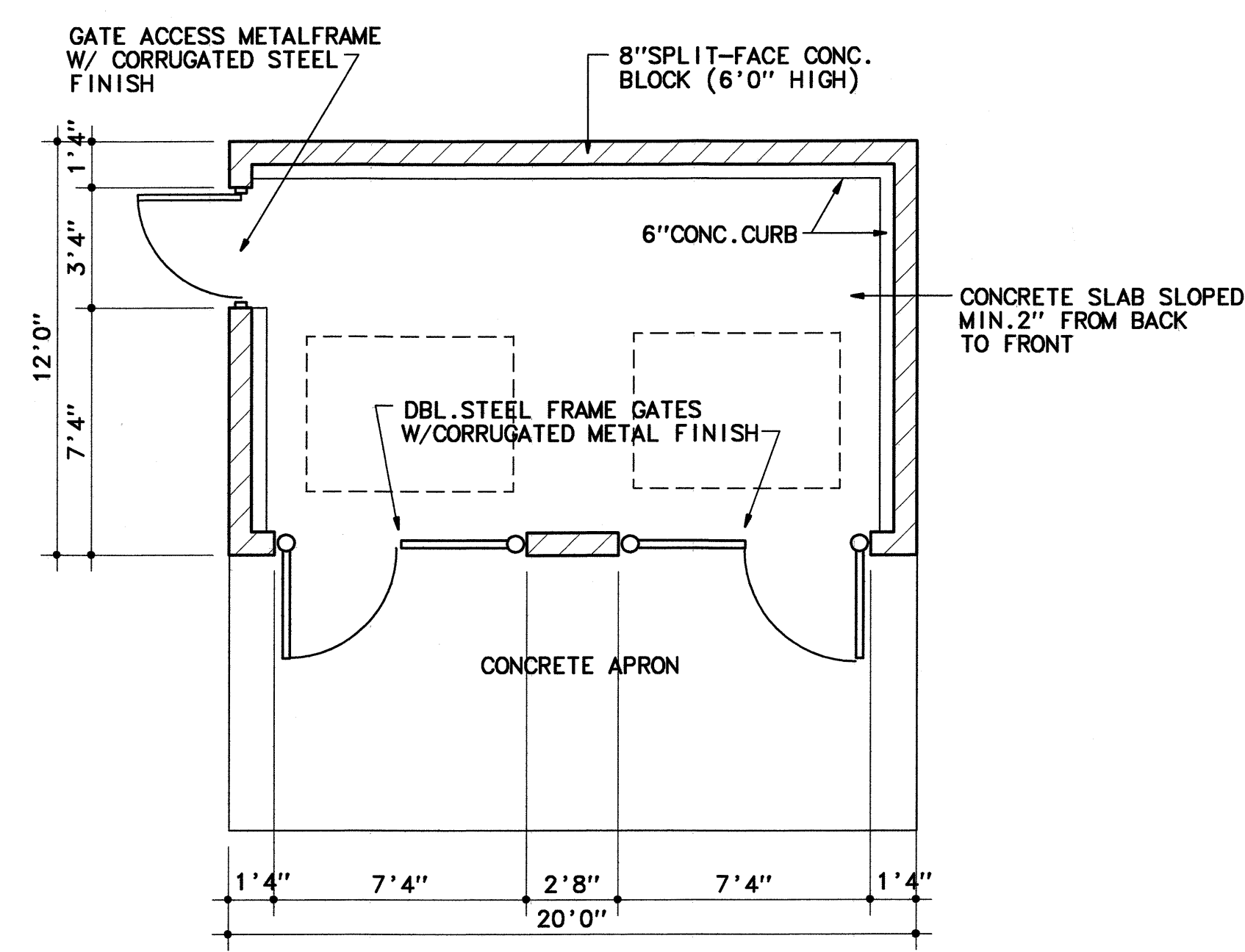
REVISIONS

ENGINEER

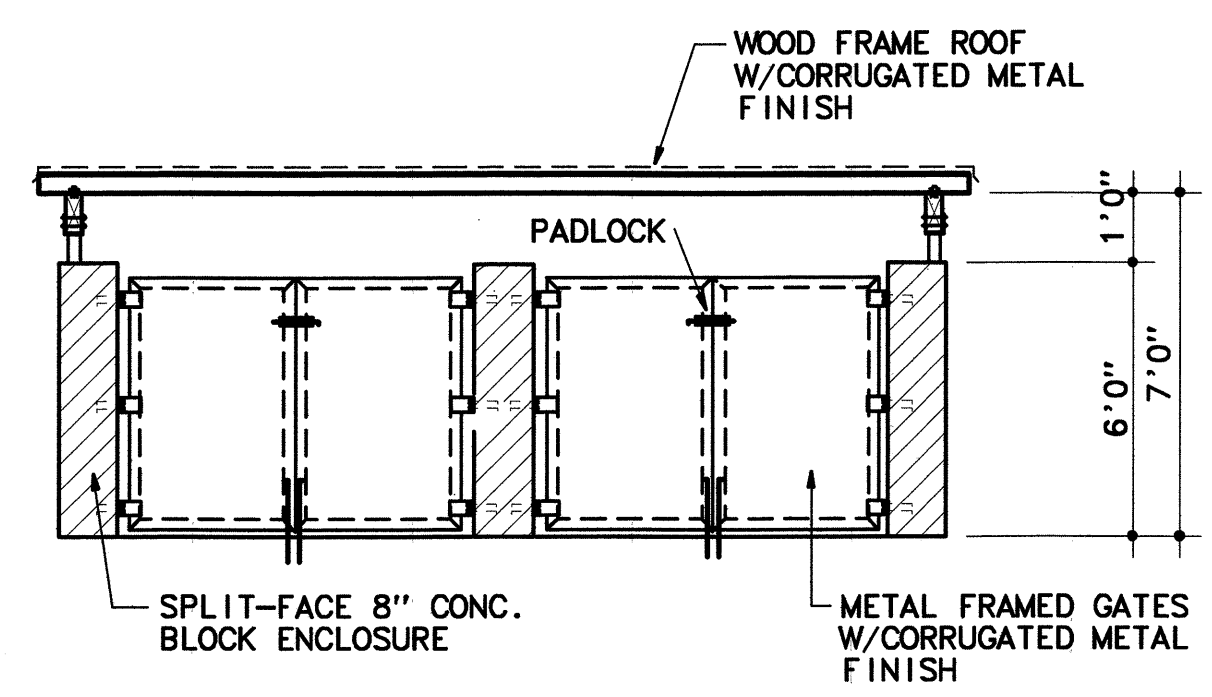
HARVEL & ASSOCIATES

C 16176

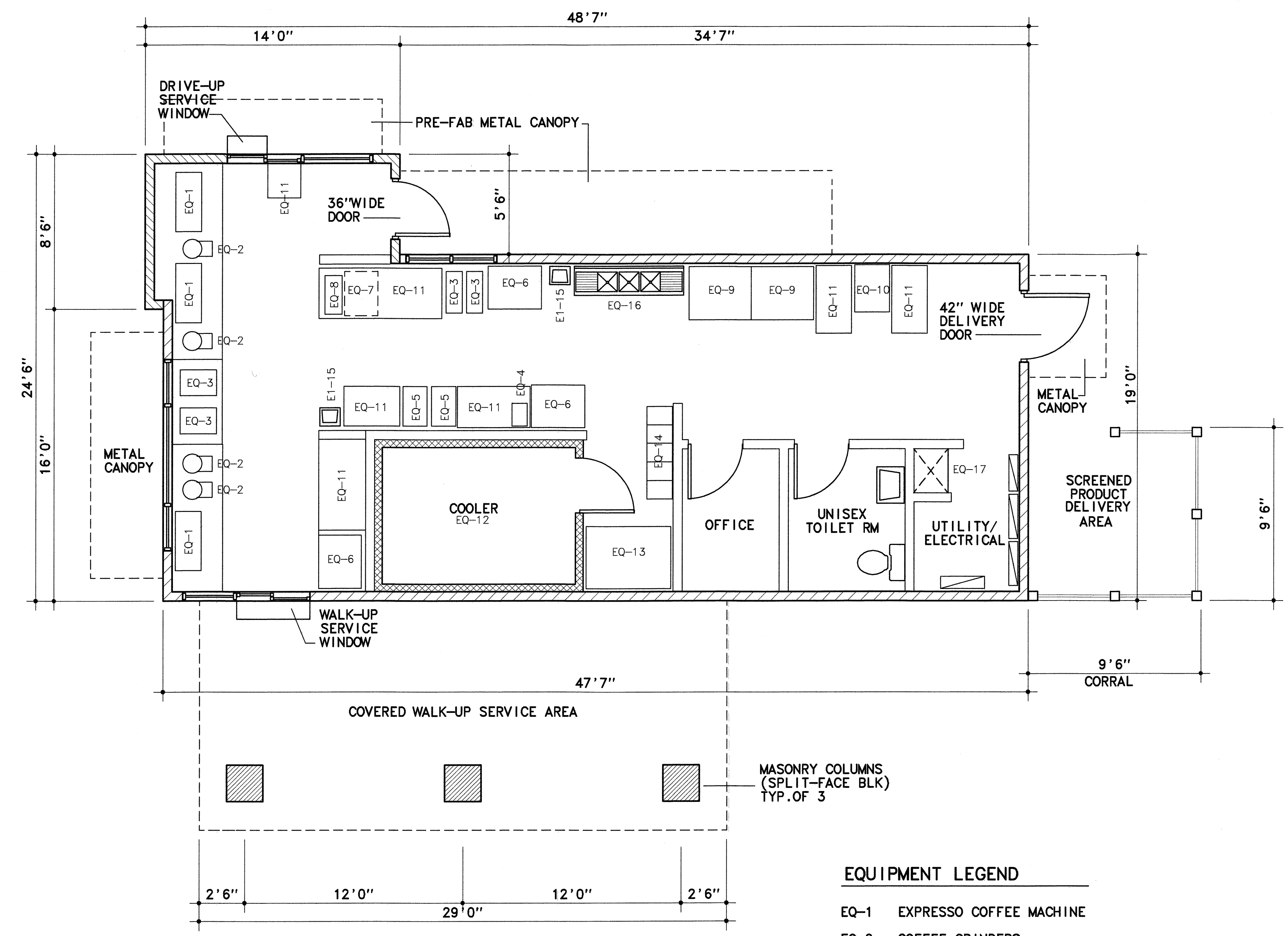
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DBL. TRASH ENCLOSURE



FRONT ELEVATION



SITE PLAN

SCALE 1/4"=1'0"

WALL LEGEND

	6" WOOD STUD WALL W/ PLASTER FINISH (EXTERIOR)
	6" WOOD STUD WALL W/ CORRUGATED METAL OVER (EXTERIOR)
	6" WOOD STUD WALL (INTERIOR)

COFFEE SHOP FLOOR PLAN

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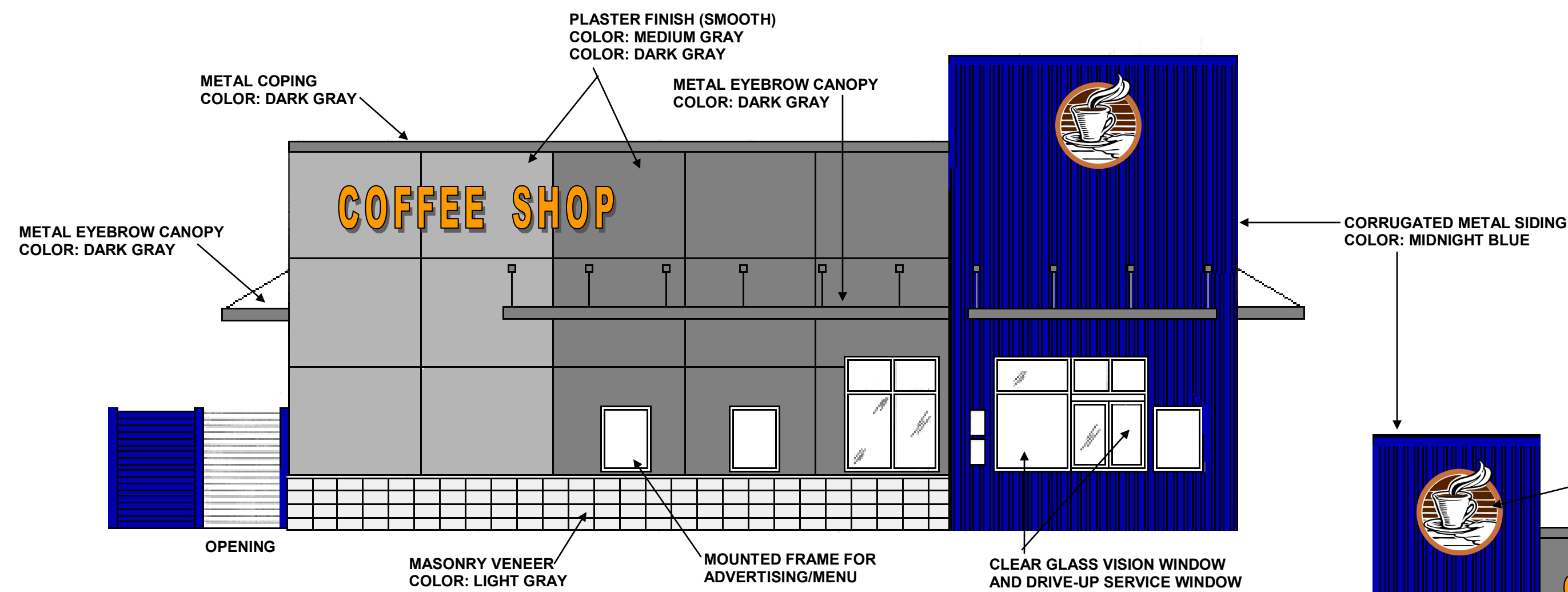
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REVISIONS	DATE	BY	DESCRIPTION

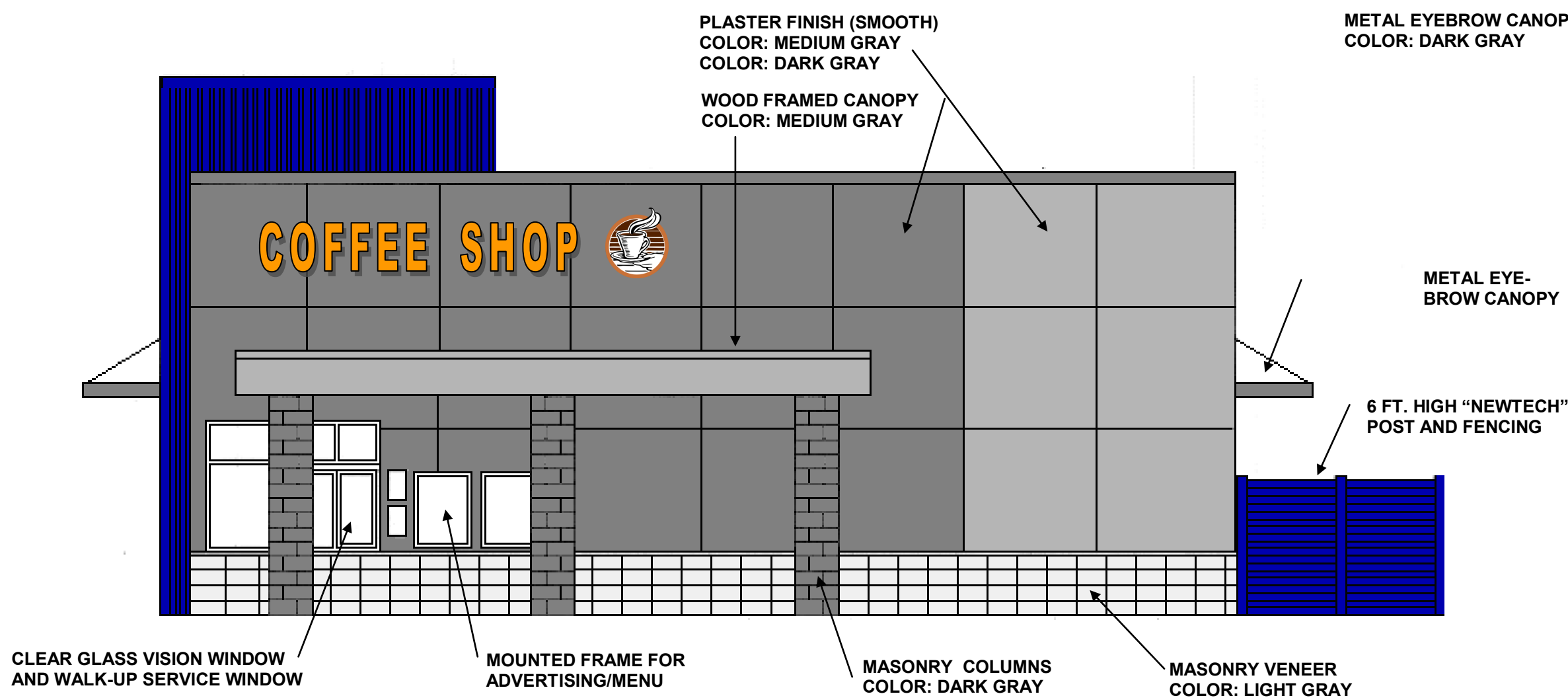
SANTA ANITA COMMERCIAL GROUP, LLC

JOB SITE 1189 SANTA ANITA AVE. SOUTH EL MONTE, CA

DATE 03/18/26	SCALE 1/4"=1'0"	DRAWN BY
JOB NO. 26-3-1	SHEET NO. A-2	OF 3



WEST ELEVATION



EAST ELEVATION

FINISH NOTES

1. EXTERIOR WALL FINISH WOOD STUD WITH SMOOTH PLASTER FINISH. (PLASTER REGLETS) HEIGHT OF WALLS: 20 FT.
2. 24 FT. HIGH WALL IS WOOD STUD WITH CORRUGATED METAL FINISH, PAINTED STEEL PANELS.
3. 24 INCH SQUARE SPLIT-FACE COLUMNS AT COVERED WALK-UP SERVICE WINDOW. CANOPY IS WOOD FRAMED WITH PLASTER FINISH.
4. MASONRY VENEER IS 36" HIGH, SPLIT-FACE FINISH.
5. 4 INCH METAL COPING AT TOP OF EXTERIOR WALLS.
6. VISION AND SERVICE WINDOWS, FRAMED SURFACE MOUNTED DISPLAY FRAMES ARE CLEAR GLASS IN FACTORY FINISH ALUMINUM FRAMES
7. EYEBROW CANOPIES ARE METAL FINISH, PAINTED.
8. 6 FT. HIGH FENCING (CORRAL) AT REAR OF BUILDING IS PRE-FABRICATED FINISH, "NEWTECH WOOD", PAINTED.
9. 42" WIDE DELIVERY DOOR HAS VISION WINDOW AND ALSO SERVES AS LEGAL EXIT, (HOLLOW METAL WALK DOOR).
10. 36" WIDE SERVICE DOOR (FOR EMPLOYEES ONLY) HAS CLEAR VISION GLASS WINDOW (ALSO SERVES AS LEGAL EXIT).

COLOR PALLET: MIDNIGHT BLUE
DARK GRAY
MEDIUM GRAY
LIGHT GRAY

NOTE: SIGNAGE SHOW IS FOR REFERENCE ONLY. FUTURE TENANT TO SUBMIT SIGN DESIGN AND REQUIREMENTS UNDER SEPARATE PERMIT.



SOUTH ELEVATION



NORTH ELEVATION

SANTA ANITA PYLON V1

Prepared for:

Santa Anita Commercial Group, LLC
"Pylon - S. El Monte"

1112 Merced Avenue
South El Monte, CA 91733

Project Scope:

SIGN TYPE	SIGN NUMBER	ILLUM	DIMENSIONS	QTY	SQ FT
PYLON	A	Y	97'-0" OAH	1	1438.54

SIGN AREA CALCULATIONS

Tenant ID Panels(4x): 34' x 8' = 272.00 sq. ft.
City/Project ID Panel: 34' x 8' = 272.00 sq. ft.
City Logo: (10'dia) πr^2 = 78.54 sq. ft.
272 x 5 = 1360 + 78.54 = 1438.54 sq.ft.

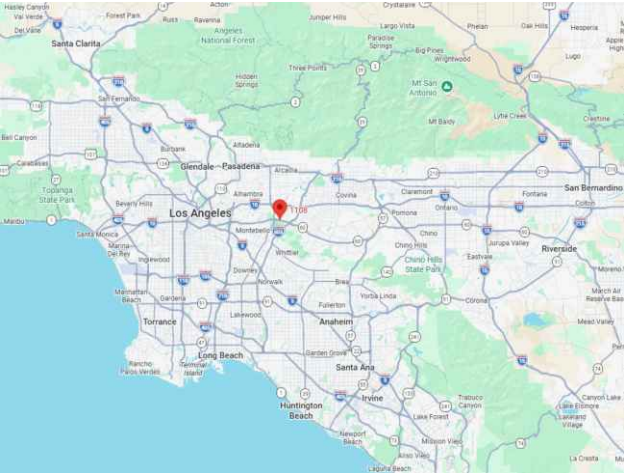
All work shall comply with the
2025 Edition of California Building
Standards Codes (a/k/a Title 24 of
the California Code of Regulations)

- ☒ Conceptual Package
- ☐ Permit Package
- ☐ Production Package

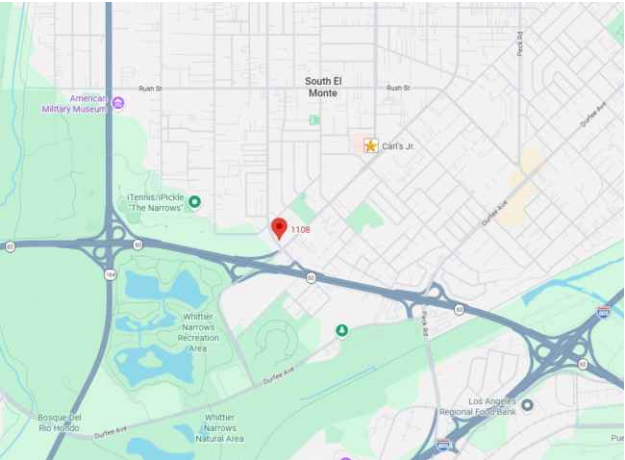
BIDDER ACCEPTS ALL SPECIFICATIONS, date: _____
Officer Name: _____
Officer Signature: _____
California Contractor License #: _____

Client Name (Please Print) _____ Date ____/____/____
Client Name (Signature) _____
PLEASE INITIAL ALL PAGES Project Reference# 1040503
Drawing: 158282-R17(conc) Date: 2026-03-24 Sheets: 8

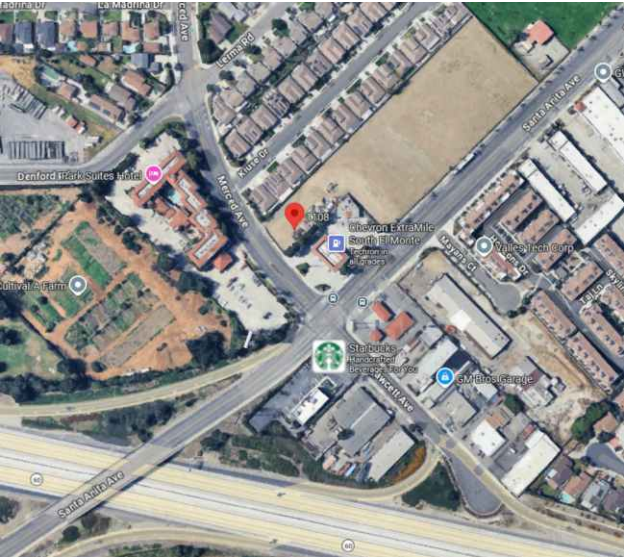
- ☐ Approved
- ☐ Approved as Noted
- ☐ Revise & Resubmit
- ☐ Rejected



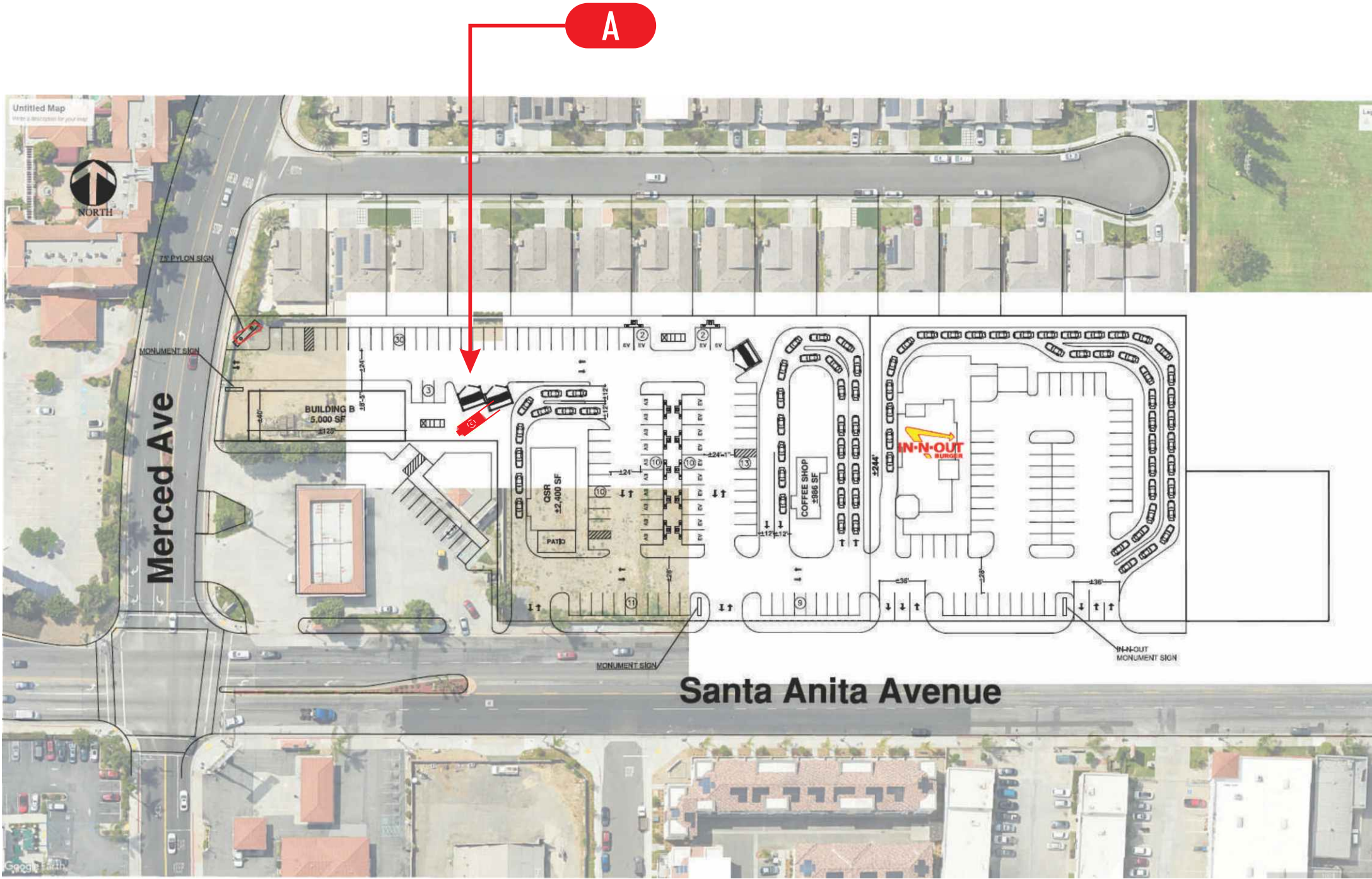
1 REGIONAL MAP
SCALE: NTS



2 VICINITY MAP
SCALE: NTS



3 PLAN VIEW OF PROJECT SITE
SCALE: NTS



4 SITE PLAN OVER MAP
SCALE: NTS

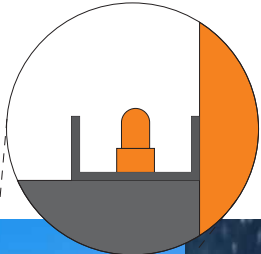
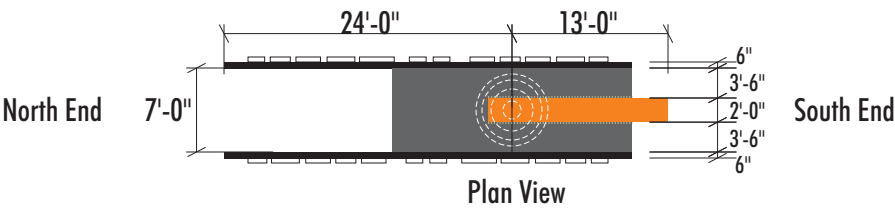
BIDDER ACCEPTS ALL SPECIFICATIONS, date: _____

Officer Name: _____

Officer Signature: _____

California Contractor License #: _____

Client:	Project:	Revisions:	Project Reference # : 1040503	Project No: 158282-R17(conc) RB/x/MS-sh
Santa Anita Commercial Group, LLC	Pylon - S. El Monte	△ 1 A		Date: 2026-03-24
1990 Santa Anita Avenue	1112 Merced Avenue	△		Sign Type: Sign Location Plan
South El Monte, CA 91733	South El Monte, CA 91733	△		Sheet No: SLP 1.00 2 of 8



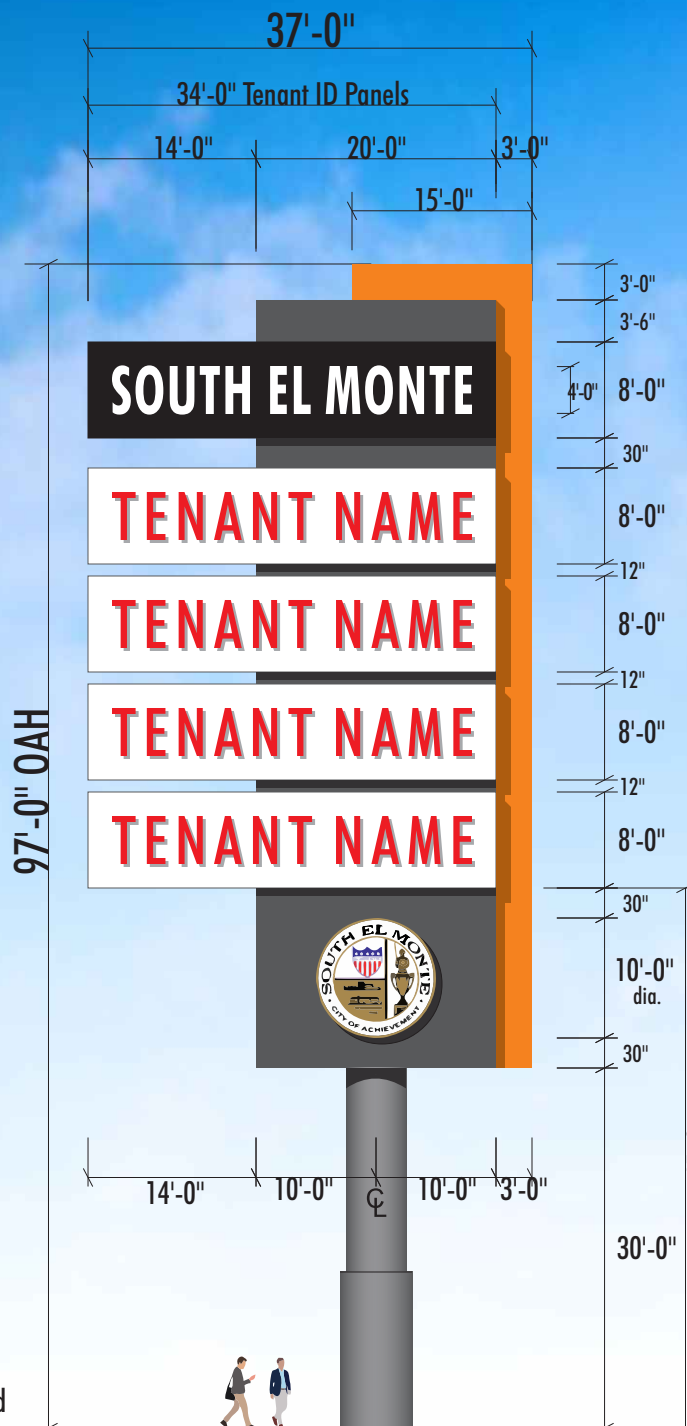
LED accent lighting is in 2"x 1" aluminum channel

Qty. One (1) Pylon Sign

A

SPECIFICATIONS:

- Double faced, multi-tenant, project ID pylon sign with illuminated elements
- Sign body is fabricated aluminum: 3"x3"x1/4" angle framing, 1/8"thick exterior/skin, welded construction and non-corrosive hardware as required, build per LA Fabricator specifications.
- Paint colors are MPC (Matthews Paint Color) system, medium texture finish for sign body.
- Sign post is HSS steel pipe(s) embedded in concrete footing per Engineer, see sheet 1.40.
- Sign body frame shall attach to sign post mechanically with Grade 5 hardware thru-bolting aluminum angle frame to 3"x3"x1/4" steel angle saddles (welded to post), with neoprene as required to prevent electrolysis of dissimilar metals (per Engineer).
- Project ID is 5" deep channel letters: 3/16" thick #7328 white acrylic faces, illumination is Principal/Sloan "QwikMod" white LED's at 6,500 Kelvin "daylight/cool white", returns are 0.040" thk. alum., painted white, trim cap is 1" white Jewelite, backs are 3mm thick ACM, 60w/12v power supply(s) as req'd shall be inside tenant panel/sign body and tie into sign's primary power, see sheet 1.10.
- Tenant ID's are channel letters as separate projects from this pylon project, and specifications shall be same as Project ID, except coloration shall be per national brand standards.
- City logo is face illuminated via Principal/Sloan QwikMod LED's and specifications per sheet 1.30.
- All channel letters and city logo anchor to the pylon sign's 1/8" thick alum. skin with non-corrosive, 1"lg. 1/4"x20 non-corrosive self-tapping screws.
- Principal/Sloan "ColorLINE" (orange) accent lighting (see sheet 1.30) on south end of sign body shall be inset in 2"x 1" alum. channel (see detail this sheet) so that light only "washes" onto orange painted sign area, it shall be on same circuit at City logo, and req'd power supply (60w/12v) and shall be located near City logo's.
- Primary electrical power to base of sign shall be supplied by GC (general contractor) in a dedicated lockable circuit box, then travel in GRC (galvanized rigid conduit) by sign installer up along sign post into sign body, and shall be painted to match post color.
- Six (6) circuits required: (1) Project ID, (4) Tenant ID's, (1) City logo & accent lighting.
- Access to sign is 3'x 3' panels at bottom of sign body on both sides of post to non-slip catwalks and to internal ladder with safety clip-on traveling up to top of sign (see sheet 1.01).
- Vent panels as req'd shall be on ends of sign body.



Daytime

Nighttime

LED accent lighting



All work shall comply with the 2025 Edition of California Building Standards Codes (a/k/a Title 24 of the California Code of Regulations)

SIGN AREA CALCULATIONS		
Tenant ID Panels(4x):	34' x 8' =	272.00 sq. ft.
City/Project ID Panel:	34' x 8' =	272.00 sq. ft.
City Logo: (10'dia)	πr^2 =	78.54 sq. ft.
272 x 5 = 1360 + 78.54 =		1438.54 sq.ft.

REQUIREMENTS FOR ELECTRICAL ILLUMINATION:

PRIMARY ELECTRICAL TO SIGN LOCATIONS TO BE PROVIDED BY OTHERS. A DEDICATED CIRCUIT WITH NO SHARED NEUTRALS AND A GROUND RETURNING TO THE PANEL IS REQUIRED FOR INSTALLATION.

NOTE: THIS PERTAINS TO THE SIGN'S INTERNAL WIRING ONLY, NOT THE PRIMARY WIRING. ALL TRANSFORMERS/DRIVERS/POWER SUPPLIES SHALL BE (GFI) GROUND FAULT-INTERRUPTED.

ALL SIGNS HAVE:

- DEDICATED BRANCH CIRCUIT
- THREE WIRES : LINE, NEUTRAL, & GROUND
- WIRE SIZE : MINIMUM OF 12 GA. THHN COPPER WIRE

ALSO NOTE: GAUGE OF WIRE IS DETERMINED BY THE LENGTH OF RUN & AMPERAGE AS PER NEC ARTICLE 300.

- GROUND WIRE MUST BE CONTINUOUS AND GO FROM THE SIGN TO THE PANELBOARD GROUND BUS.
- VOLTAGE SHOULD READ NO MORE THAN 3 VOLTS BETWEEN GROUND AND NEUTRAL.
- CONDUIT CAN NOT BE USED AS GROUND PATH.
- POWER TO SIGN MUST BE DONE BY A LICENSED ELECTRICIAN OR ELECTRICAL CONTRACTOR.

- This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

- The location of the Disconnect Switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

E-Note #1: All requirements not in sign company's scope of work must be in place prior to installation.

E-Note #2: Electrical to be brought to base of sign (by others) and not in sign company's scope of work.

E-Note #3: Timers and/or photocells for signs to be furnished and installed by the customer's electrician, who should also ensure that the completed electrical system is code compliant.

ALL COMPONENTS TO BE APPROVED

ALL SIGNS TO BE LISTED

6 Dedicated 20 Amp Circuit at 240 Volts

1 SIGN A - PYLON
SCALE: 1/16" = 1' - 0"

West Face

South End

East Face / Night View

BIDDER ACCEPTS ALL SPECIFICATIONS, date: _____

Officer Name: _____

Officer Signature: _____

California Contractor License #: _____

Client:
Santa Anita Commercial Group, LLC
1990 Santa Anita Avenue
South El Monte, CA 91733

Project:
Pylon - S. El Monte
1112 Merced Avenue
South El Monte, CA 91733

Revisions:
 1 A

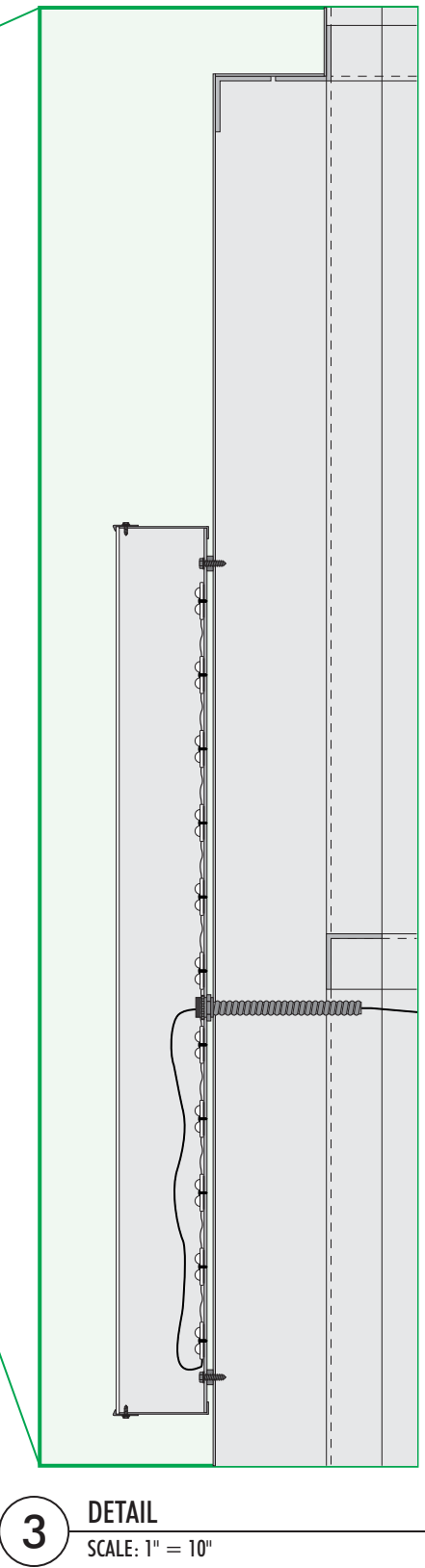
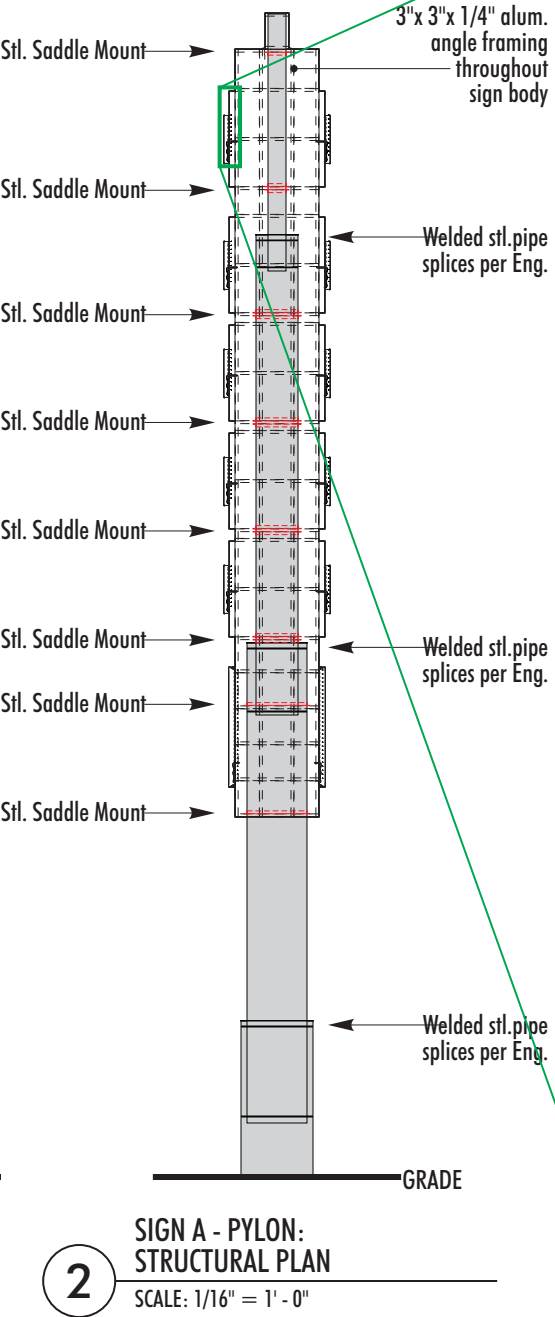
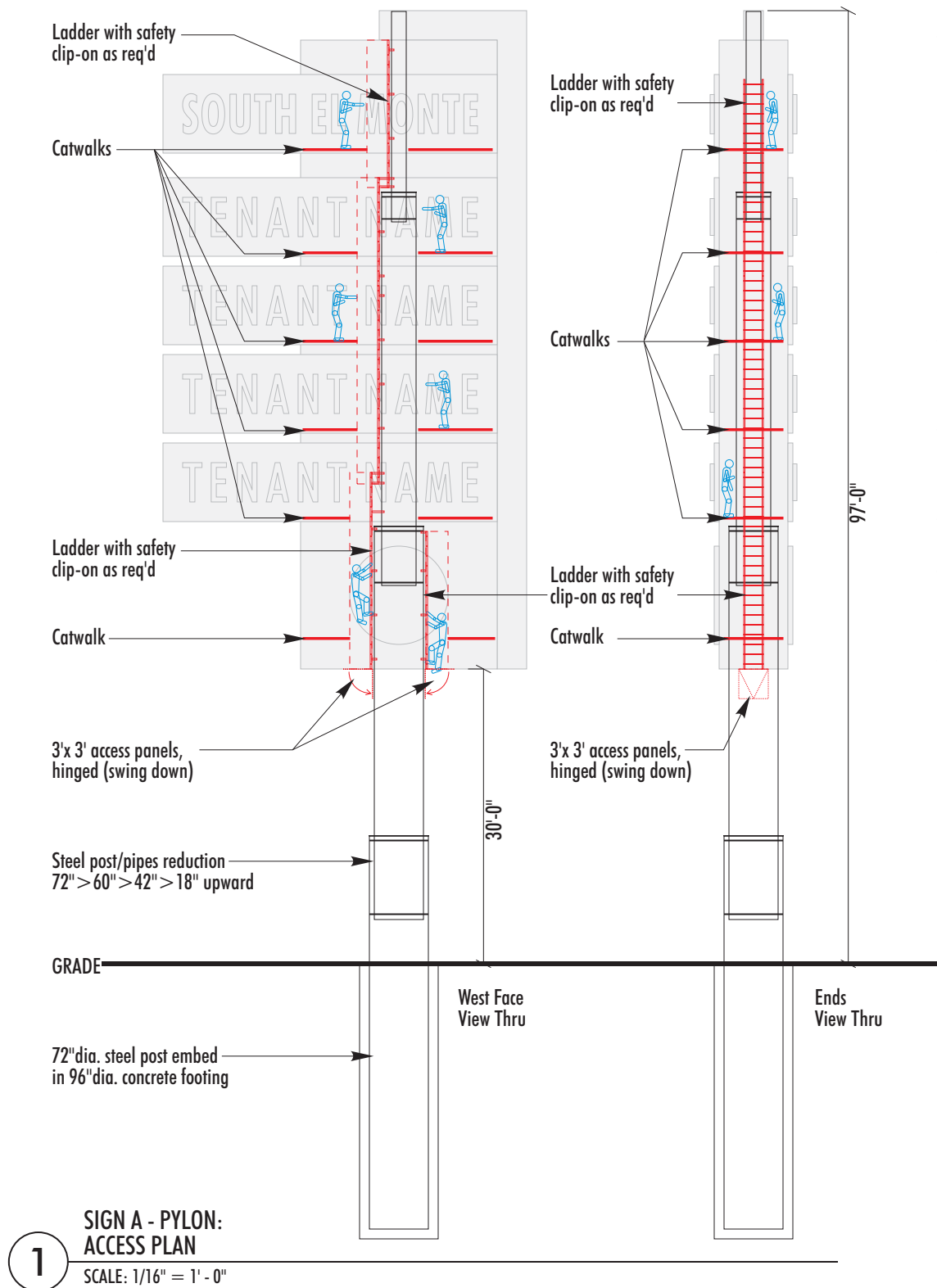
Project Reference #: 1040503

Project No: 158282-R17(conc) RB/x/MS-sh

Date: 2026-03-24

Sign Type: A: Pylon

Sheet No: 1.00 3 of 8



REQUIREMENTS FOR ELECTRICAL ILLUMINATION:

PRIMARY ELECTRICAL TO SIGN LOCATIONS TO BE PROVIDED BY OTHERS. A DEDICATED CIRCUIT WITH NO SHARED NEUTRALS AND A GROUND RETURNING TO THE PANEL IS REQUIRED FOR INSTALLATION.

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ALSO NOTE: GAUGE OF WIRE IS DETERMINED BY THE LENGTH OF RUN & AMPERAGE AS PER NEC ARTICLE 300. - GROUND WIRE MUST BE CONTINUOUS AND GO FROM THE SIGN TO THE PANELBOARD GROUND BUS. - VOLTAGE SHOULD READ NO MORE THAN 3 VOLTS BETWEEN GROUND AND NEUTRAL. - CONDUIT CAN NOT BE USED AS GROUND PATH. - POWER TO SIGN MUST BE DONE BY A LICENSED ELECTRICIAN OR ELECTRICAL CONTRACTOR.

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ALL COMPONENTS TO BE  APPROVED

ALL SIGNS TO BE  LISTED

All work shall comply with the 2025 Edition of California Building Standards Codes (a/k/a Title 24 of the California Code of Regulations)

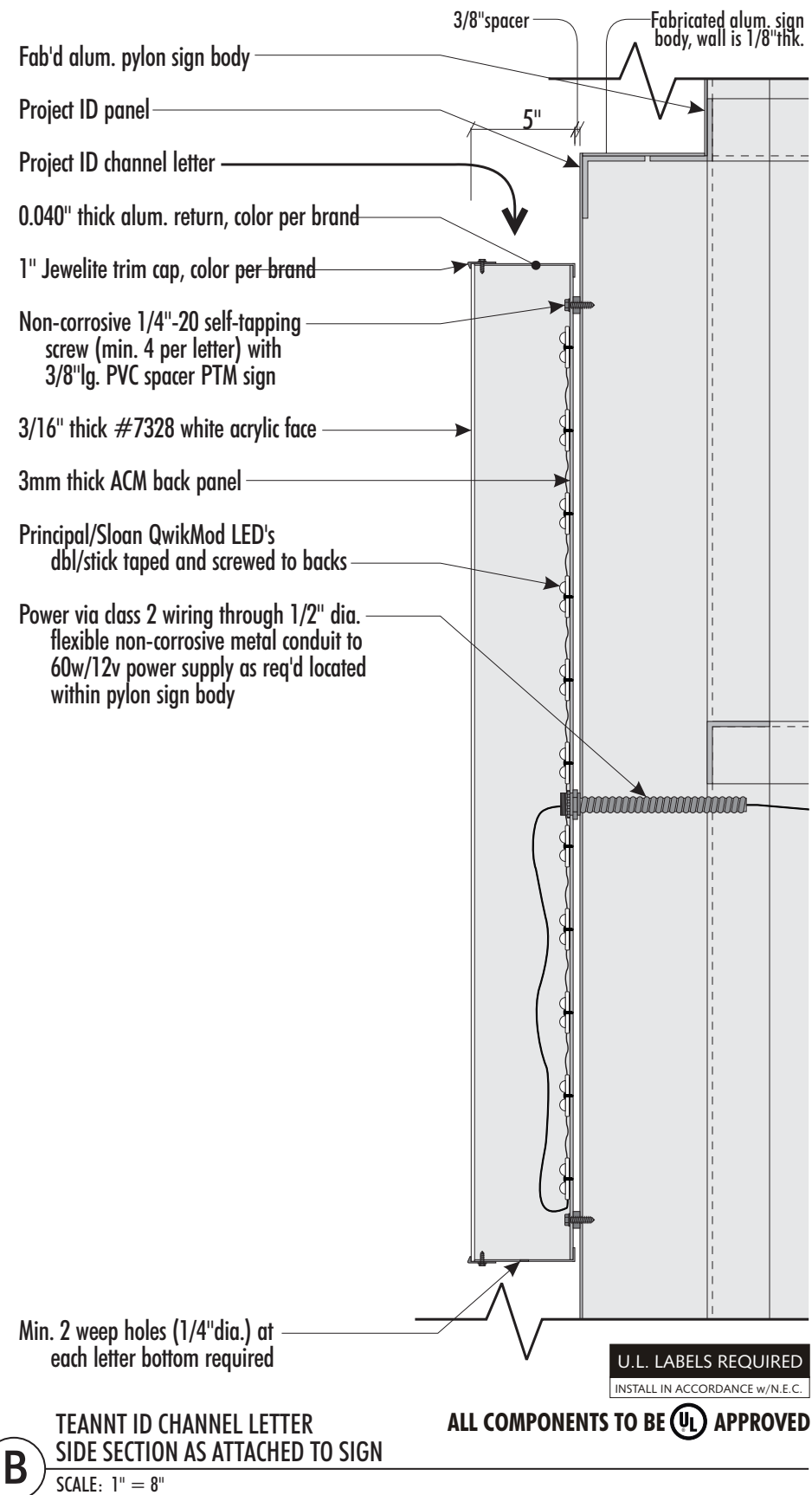
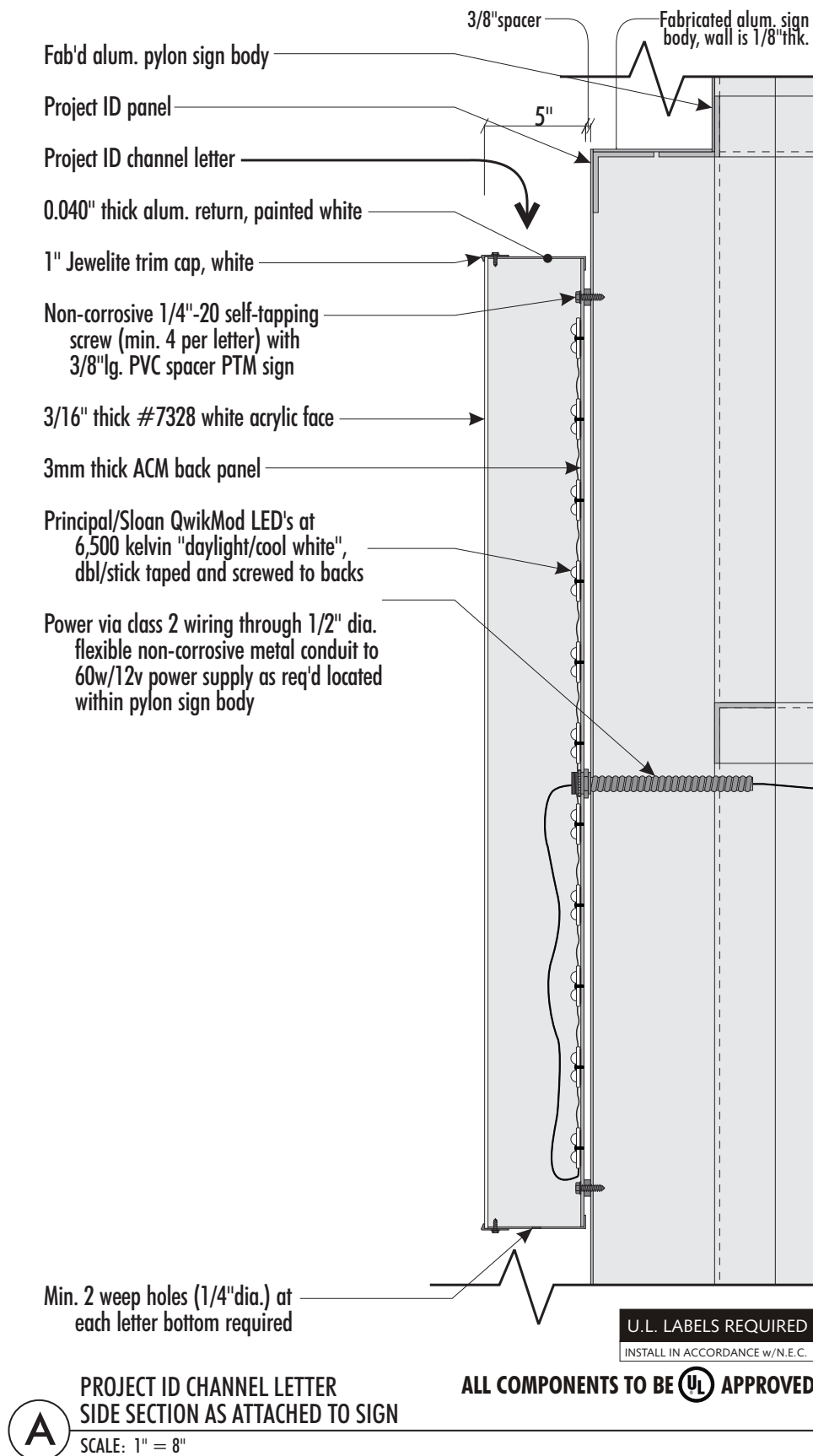
BIDDER ACCEPTS ALL SPECIFICATIONS, date: _____

Officer Name: _____

Officer Signature: _____

California Contractor License #: _____

Client:	Project:	Revisions:	Project Reference # : 1040503	Project No: 158282-R17(conc)
Santa Anita Commercial Group, LLC	Pylon - S. El Monte	 1 A		Date: 2026-03-24
1990 Santa Anita Avenue	1112 Merced Avenue			Sign Type: Details
South El Monte, CA 91733	South El Monte, CA 91733			Sheet No: 1.01



All work shall comply with the 2025 Edition of California Building Standards Codes (a/k/a Title 24 of the California Code of Regulations)

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ALL COMPONENTS TO BE APPROVED

ALL SIGNS TO BE LISTED

BIDDER ACCEPTS ALL SPECIFICATIONS, date: _____

Officer Name: _____

Officer Signature: _____

California Contractor License #: _____

Client: Santa Anita Commercial Group, LLC
1990 Santa Anita Avenue
South El Monte, CA 91733

Project: Pylon - S. El Monte
1112 Merced Avenue
South El Monte, CA 91733

Revisions:

1 A

Project Reference #: 1040503

Project No: 158282-R17(conc) RB/x/MS-sh

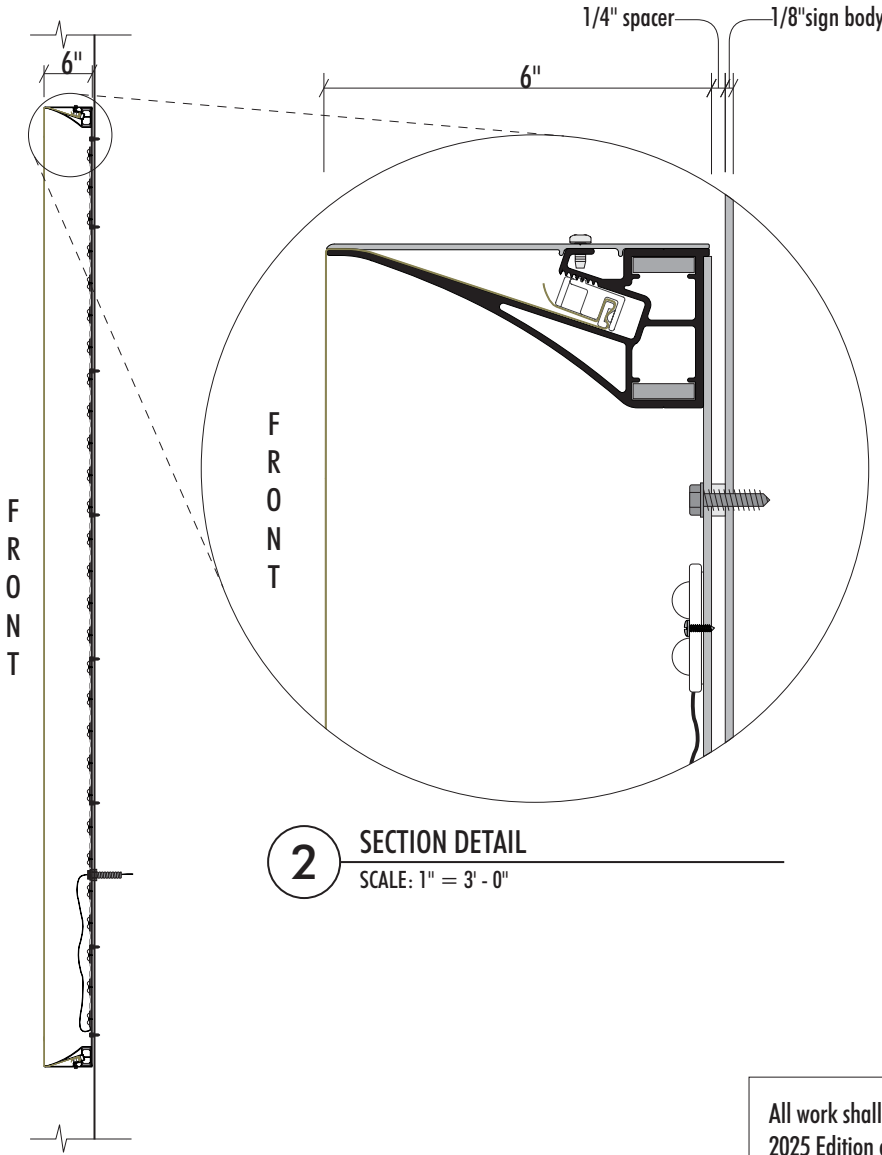
Date: 2026-03-24

Sign Type: Channel Letters

Sheet No: 1.10 5 of 8

City Logo Specifications:

- Logo structure is SignComp aluminum extrusion, custom shaped to 10'-0" diameter per manufacturer with 1/8" aluminum back panel and welded angle reinforcement by sign company as req'd., returns are painted white, satin finish, including visible hardware as req'd.
- SignComp specification sheet at right for reference.
- Face is 3M Envision Flexible Substrate with applied 3M 3630-series translucent cut vinyl films in colors per City logo.
- Face is illuminated via internal LED's (Principle/Sloan QwikMod, see sheet 1.30) with required power supply inside logo structure and connection to primary power within pylon sign body, on their (qty. 2) own circuit, per sheet 1.00 specifications.
- Logo structure anchor to sign body with 1" long 1/4"-20 non-corrosive, self-tapping screws (min. 16) with 1/4" long PVC spacers painted to match sign body.

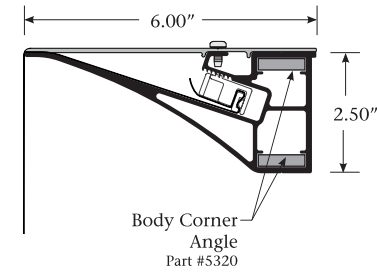


2 SECTION DETAIL
SCALE: 1" = 3' - 0"

PRODUCT INFORMATION SHEET:
6" Flat Bleed Single Face Tension Body & Cover

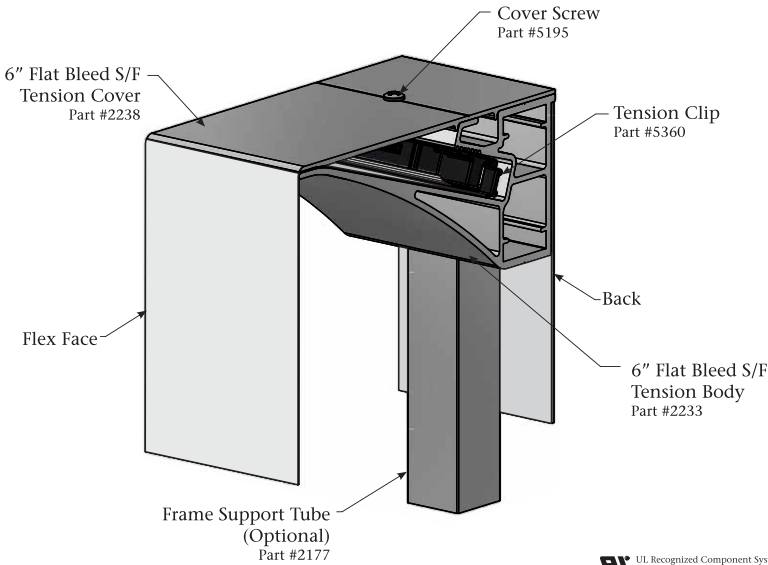


Part Number	Part	Length	Finish
2233	6" Flat Bleed S/F Tension Body	24'-6"	Mill
2238	6" Flat Bleed S/F Tension Cover	24'-6"	Mill



Features & Benefits

- 1 piece *body* and bleed tension *frame* combination.
- Curved inner bleed frame for optimal perimeter lighting to help diminish shadows.
- Structurally designed and engineered to eliminate gussets and frame braces.
- Can be *kerf* cut to create custom shapes.
- Ideal for LED applications.



UL Recognized Component Systems
The Underwriters Laboratory file number is E136850

REQUIREMENTS FOR ELECTRICAL ILLUMINATION:

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ALL COMPONENTS TO BE APPROVED
ALL SIGNS TO BE LISTED

All work shall comply with the
2025 Edition of California Building
Standards Codes (a/k/a Title 24 of
the California Code of Regulations)

1 CITY LOGO - Illuminated Flex-Face, Alum. Sign Body FRONT VIEW
SCALE: 1/2" = 1' - 0"

SIDE SECTION VIEW

BIDDER ACCEPTS ALL SPECIFICATIONS, date: _____

Officer Name: _____

Officer Signature: _____

California Contractor License #: _____

Client:
Santa Anita Commercial Group, LLC
1990 Santa Anita Avenue
South El Monte, CA 91733

Project:
Pylon - S. El Monte
1112 Merced Avenue
South El Monte, CA 91733

Revisions:

- 1 A
-
-

Project Reference #: 1040503

Project No: 158282-R17(conc) RB/x/MS-sh

Date: 2026-03-24

Sign Type: City Logo

Sheet No: 1.20

QWIK MOD™ 12V 61 12 VDC

12V LED channel letter illumination

Specifications

Qwik Mod

Dimensions L x W x H Qwik Mod 11.4" x 0.69" x 0.25"
Qwik Mod 22.2" x 0.69" x 0.25"
Qwik Mod 33.14" x 0.69" x 0.25"
Qwik Mod 41.77" x 1.7" x 0.25"
Beam angle170° Ultra-wide low dome batwing optic with diamondback optic lens technology
Mounting optionsPeel & Stick and mechanical screw hole
Operating temp.....-30° C to +60° C
EnvironmentIP68
Spacing Qwik Mod 12.5 mods/ft
(fully-stretched) Qwik Mod 21.7 mods/ft
Qwik Mod 3 & 41.5 mods/ft

Qwik Mod 4

Qwik Mod 3

Qwik Mod 2

Qwik Mod 1

Qwik Release Tab reduces labor time

Wire colorWhitesWhite solid (+) / White/Black stripe (-)*
Colors.....Gray, Red, Green, or Blue solid (+) / White/Black stripe (-)

Warranty10-Year Product / 5-year Limited Labor

Product	Max. mods (series) [§]	CCT/Wavelength	SKU	Intensity	Efficacy	Packaging	UL number
Qwik Mod 1	75 mods (30 ft)	7100 K	M-QMSX0-71	47.2 lm/mod (118 lm/ft)	118 lm/W	Mods per bag: 150 (60 ft) Mods per case: 1500 (600 ft)	PL-QM1-TW110-P
		5000 K	M-QMSX0-50				PL-QM1-NW110-P
		4100 K*	M-QMSX0-41				PL-QM1-MW110-P
Qwik Mod 2	38 mods (22.35 ft)	7100 K	M-QMDX0-71	94.1 lm/mod (160 lm/ft)	118 lm/W	Mods per bag: 76 (44.7 ft) Mods per case: 912 (536.52 ft)	PL-QM2-TW150-P
		5700 K*	M-QMDX0-57				PL-QM2-WN150-P
		5000 K	M-QMDX0-50				PL-QM2-MW150-P
		4100 K*	M-QMDX0-41				PL-QM2-MW150-P
		3500 K*	M-QMDX0-35				PL-QM2-WW150-P
		3000 K	M-QMDX0-30				PL-QM2-DW150-P
		2700 K	M-QMDX0-27				PL-QM2-IW150-P
		Red (625 nm)	M-QMDX0-RD	22 lm/mod (37.4 lm/ft)	27.5 lm/W		PL-QM2-RD37-P
		Amber (589 nm)	M-QMDX0-AM	20.4 lm/mod (34.68 lm/ft)	22.93 lm/W		PL-QM2-AM150-P
		Red-Orange (613 nm)	M-QMDX0-RO	29.97 lm/mod (50.95 lm/ft)	34 lm/W		PL-QM2-RO150-P
		Orange (617 nm)	M-QMDX0-OR	25.66 lm/mod (43.62 lm/ft)	29.68 lm/W		PL-QM2-OR37-P
		Green (525 nm)	M-QMDX0-GR	44 lm/mod (75 lm/ft)	53.51 lm/W		PL-QM2-GR75-P
		Blue (460 nm)	M-QMDX0-BL	10 lm/mod (17 lm/ft)	12.31 lm/W		PL-QM2-BL17-P
Qwik Mod 3	25 mods (16.67 ft)	7100 K	M-QMTX0-71	136.7 lm/mod (205 lm/ft)	114 lm/W	Mods per bag: 50 (33.3 ft) Mods per case: 750 (500 ft)	PL-QM3-TW200-P
		5000 K	M-QMTX0-50				PL-QM3-NW200-P
		4100 K*	M-QMTX0-41				PL-QM3-MW200-P
		Red (625 nm)	M-QMTX0-RD	34 lm/mod (51 lm/ft)	28.33 lm/W		PL-QM3-RD51-P
		Amber (593 nm)	M-QMTX0-AM	33.44 lm/mod (50.16 lm/ft)	26.42 lm/W		PL-QM3-AM200-P
		Red-Orange (610 nm)	M-QMTX0-RO	67.86 lm/mod (101.78 lm/ft)	52.5 lm/W		PL-QM3-RO200-P
		Orange (612 nm)	M-QMTX0-OR	63.77 lm/mod (95.66 lm/ft)	50.06 lm/W		PL-QM3-OR200-P
		Green (525 nm)	M-QMTX0-GR	86 lm/mod (129 lm/ft)	68.61 lm/W		PL-QM3-GR129-P
		Blue (460 nm)	M-QMTX0-BL	18 lm/mod (27 lm/ft)	14.81 lm/W		PL-QM3-BL27-P
Qwik Mod 4	19 mods (12.67 ft)	7100 K	M-QMQX0-71	180 lm/mod (270 lm/ft)	113 lm/W	Mods per bag: 38 (25.3 ft) Mods per case: 912 (608 ft)	PL-QM4-TW260-P
		5000 K	M-QMQX0-50				PL-QM4-NW260-P
		4100 K*	M-QMQX0-41				PL-QM4-MW260-P

* Check module for polarity.
† Available in limited supply.
§ Max Mods in Series is a NOT a safety requirement; simply a recommendation to ensure even illumination across the strand of modules. Wiring more than the recommended amount in series (up to the FULL power supply load) can result in minimal light loss, but will result in no safety issues.



Specifications subject to change without notice.



COLORLINE

Neon-inspired tubing

Specifications

Dimensions Width0.44"
Base width0.59"
Height1.00"
Lengths.....2-ft; 4-ft; 6-ft; 8-ft
Factory bends9.75" radius (radial and flat bend)
Approx. cut increments2.4"
In-field bends.....Radial bend19 ft
Flat bend6 ft
Operating temperature-40° C to +70° C
Protection classIP66
BinningMacAdam Ellipse 3-Step*
Power per foot.....2.28 W
ColorsColors retain hue when non-illuminated (see "Unlit Product Color Chart" for Pantone color equivalents)
MountingDual-position mounting clips (400381-25) orient in two directions

Color	Lumens per ft
Red	28.01
Orange	35.82
Yellow	23.26
Green	21.97
Blue	6.94
White (6500 K)	49.26
Warm White (3500 K)	12.48

This color (orange) is used for this project.

Accessories

Inside corner
L: 12.625"
W: 12.625"
H: 1.000"

Outside corner
L: 12.625"
W: 12.625"
H: 1.000"

Step corner
L: 12.625"
W: 12.625"
H: 1.000"

Color	Inside corner	Outside corner	Step corner
Red, Orange, Yellow, Green, Blue	701800D-IC-Color	701800D-OC-Color	701800D-SC-Color
White (6500 K)	701800-IC-W	701800-OC-W	701800-SC-W
Warm White (3500 K)	701800A-IC-WW	701800A-OC-WW	701800A-SC-WW

Joint covers
701807
Snap-on, frosted joint covers for clean finish illuminated mitered corners

Mounting clip
400381-25



Ordering Information

Color	Part number
Red	701800D-R-X
Orange	701800D-O-X
Yellow	701800D-Y-X
Green	701800D-G-X
Blue	701800D-B-X
White (6500 K)	701800-W-X
Warm White (3500 K)	701800A-WW-X

NOTE: X = desired length. See table below for length codes.

Code	Item desc.	Actual length
2	2-ft Tube	24.66 in
4	4-ft Tube	48.66 in
6	6-ft Tube	72.66 in
8	8-ft Tube	96.66 in

How to Order

- Submit a layout request to layouts@pindustries.com.
- Principal Sloan will generate a layout and bill of materials (BOM) for your project.
- Contact your local distributor to quote the layout BOM.

Unlit Product Color Chart*

Red/Ruby Red PANTONE 485 C	Orange/ Citrus Orange PANTONE 151 C	Yellow/Noviol Gold PANTONE 3975 C
Green/Emerald Green PANTONE 355 C	Blue/Bromo Blue PANTONE 2935 C	

* White (P/N 701800-W-X) and Warm White (P/N 701800A-WW-X) only.
† "Unlit Product Color Chart" provided as a courtesy to give a general idea of product color. Colors in chart not printed using Pantone inks and may vary from actual Pantone number/color. For an accurate representation of product color, a Pantone Color Guide book should be used, or order a sample part. For more information on Pantone, visit Pantone.com.

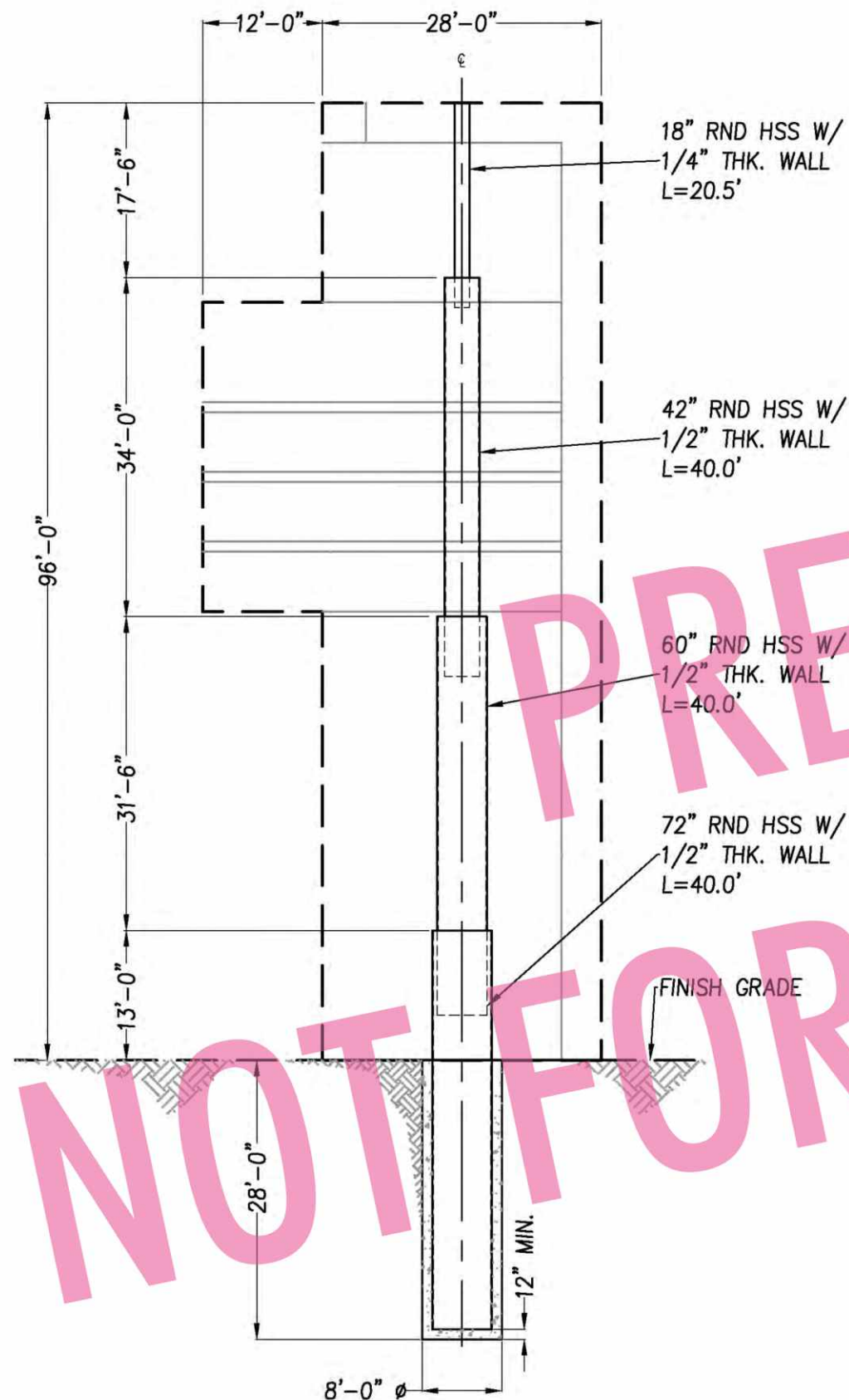


ColorLINE is covered by US and foreign patents pending and covered by the following US patents issued: 6,776,504, 6,969,179, and 7,192,157

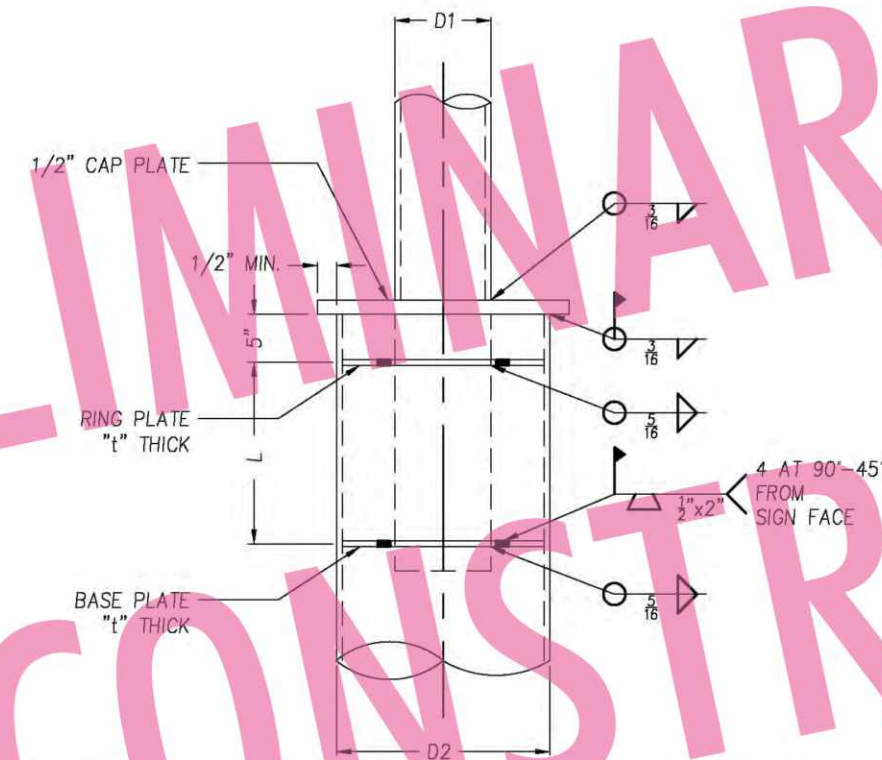


BIDDER ACCEPTS ALL SPECIFICATIONS, date: _____
Officer Name: _____
Officer Signature: _____
California Contractor License #: _____

Client:	Project:	Revisions:	Project Reference # : 1040503	Project No: 158282-R17(conc) RB/x/MS-sh
Santa Anita Commercial Group, LLC 1990 Santa Anita Avenue South El Monte, CA 91733	Pylon - S. El Monte 1112 Merced Avenue South El Monte, CA 91733	△ 1 A		Date: 2026-03-24
		△		Sign Type: LED Specifications
		△		Sheet No: 1.30 7 of 8



ELEVATION VIEW

TYPICAL PIPE/TUBE COLUMN SPLICE
DETAIL:

NOTES:

1. THIS DETAIL MAY BE USED FOR PIPE AND SQUARE/ROUND TUBE SECTIONS
2. $L = 1.5 \times D1$ OR 12", WHICHEVER IS LARGEST
3. THICKNESS (t)
 - 3.1. FOR D1 THRU 16" DIA. USE $t = 1/2"$ PL.
 - 3.2. FOR 16" DIA. < D1 < 30" DIA. USE $t = 3/4"$ PL.
 - 3.3. FOR D1 > 30" DIA. USE $t = 1"$ PL.

DESIGN CRITERIA:

1. STRUCTURE IS DESIGNED IN ACCORDANCE WITH ASCE 7-16: MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES
2. WIND LOAD:
BASIC WIND SPEED: 95 MPH
RISK CATEGORY: II
EXPOSURE CATEGORY: C
3. SEISMIC CRITERIA: NON-BUILDING STRUCTURE
EQUIVALENT LATERAL FORCE PROCEDURE
SITE CLASS: D
OCCUPANCY CATEGORY: II
SEISMIC DESIGN CATEGORY: D
IMPORTANCE FACTOR: 1.0
RESPONSE MODIFICATION FACTOR: $R_p = 3.0$
AMPLIFICATION FACTOR: $A_p = 3.0$

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, AND/OR THE 2022 CALIFORNIA BUILDING CODE (CBC).
2. ANY CONFLICTS BETWEEN THESE DRAWINGS, STANDARDS NOTED HEREIN, PROJECT REQUIREMENTS, AND/OR OTHER REFERENCE DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE CIVIL ENGINEER, WHERE CONFLICTS OCCUR, THE MOST STRINGENT REQUIREMENTS SHALL BE FOLLOWED.
3. PROVIDE ISOLATION OF DISSIMILAR MATERIALS WITH NEOPRENE.
4. ALL EXISTING ELEMENTS AND DIMENSIONS TO BE VERIFIED IN FIELD

STEEL:

1. RND. HSS: ASTM A500 GR. B $F_y = 42$ KSI MIN.
2. ANGLE STEEL: ASTM A36
3. PLATE STEEL: ASTM A36
4. STRUCTURAL STEEL MEMBERS SHALL BE SHEARED, FORMED, PUNCHED, WELDED, AND PAINTED BY THE MANUFACTURER. ALL SHOP CONNECTIONS SHALL BE WELDED IN CONFORMANCE WITH STANDARDS BASED UPON THE CURRENT EDITION OF ANSI/AWS D1.1. WELDERS AND WELDING OPERATORS SHALL BE QUALIFIED AS PROVIDED IN THE CODE.

CONCRETE:

1. DESIGN AND CONSTRUCTION IN COMPLIANCE TO ACI 318-19
2. COMPRESSIVE STRENGTH AT 28 DAYS: $f'_c = 2500$ PSI MIN.
3. PROVIDE A MINIMUM 3" CONCRETE COVER OVER ALL EMBEDDED STEEL.
4. CONCRETE MUST BE POURED AGAINST UNDISTURBED EARTH SOIL.

SOUTH EL MONTE FREEWAY PYLON

1127 SANTA ANITA AVE.
SOUTH EL MONTE, CA

SCALE: AS SHOWN	PROJECT NO: -E00	DRAWN BY:	CHECKED BY: YR
REV. DATE: 02-23-26			SHEET 01 OF 01

Sign Type: Preliminary Engineering

Sheet No: 1.40

8 of 8

BIDDER ACCEPTS ALL SPECIFICATIONS, date: _____

Officer Name: _____

Officer Signature: _____

California Contractor License #: _____

Client:

Santa Anita Commercial Group, LLC
1990 Santa Anita Avenue
South El Monte, CA 91733

Project:

Pylon - S. El Monte
1112 Merced Avenue
South El Monte, CA 91733



Planning Commission Agenda Report

Agenda Item No. 7.b.

DATE: April 28, 2026

TO: Honorable Chairman and Members of the Planning Commission

APPROVED BY: Gerardo Marquez, Director of Community Development and Public Works

SUBMITTED BY: Tiffany Ho, Community Development Manager

SUBJECT: ADOPTION OF RESOLUTION NO. 26-08 APPROVING A CONDITIONAL USE PERMIT CUP 26-03 TO REQUEST TO ALLOW FOR THE OFF-SALE OF BEER AND WINE WITHIN AN EXISTING CONVENIENCE STORE & GAS STATION AT 1100 SANTA ANITA AVENUE, SOUTH EL MONTE, CA.

PUBLIC NOTICE: Notice of public hearing was posted on April 16, 2026 and mailed to all property owners within 500 feet of the project site. Notice of the public hearing was posted on April 17, 2026 on the San Gabriel Valley Tribune.

PROJECT LOCATION: Address: 1100 Santa Anita Ave
APN: 8118-019-021
Project Applicant: Harjot Saini
Property Owner: Melody Investment, LLC
Zone: C-M (Commercial-Manufacturing)
Lot Size: 23,240 square feet

Table 1 — Surrounding Zoning and Land Use Summary

Location	Zone	General Plan	Land Use
North	"C" (Commercial)	Commercial	Chevron
South	"C" (Commercial)	Commercial	Wholesale/Manufacturing
East	"C-R" (Commercial-Residential)	Mixed Use	Vacant
West	"C" (Commercial)	"C" (Commercial)	Starbucks

BACKGROUND: The Project Site located at 1100 Santa Anita Avenue South El Monte, CA 91733 is currently developed with a gas station consisting of five (5) gas pumps covered by two (2) separate canopies and a detached convenience store. The subject site is located on the southwest corner of Santa Anita Avenue and Fawcett Avenue in the

City of South El Monte.

The existing Mobil gas station has been in operation since 1968. In 1989, Mobil applied for Conditional Use Permit (CUP) 89-388 to allow for the operation of a convenience store with food and alcohol sales in conjunction with the existing gas station and automobile service station. The Planning Commission determined they could not grant the Type 20 License with the proposed convenience store, citing the Commission's history of denying CUPs for alcohol sales at other location in the City. The previous applicant was not willing to give up approval of the convenience store if it hinged on the Type 20 license. The CUP was thus amended with the condition that only food and non-alcoholic beverages would be sold at the convenience store.

On February 7, 2024 the Applicant applied for CUP 24-06 to request approval to allow for the sale of beer and wine (ABC License Type 20) at the existing convenience store. On December 17, 2024 the Planning Commission denied to approve the CUP as the Project Site was located in an area of "undue concentration" and in a Census Tract that currently exceeds the maximum number of off-sale licenses permitted by Alcohol Beverage Control (ABC).

On March 16, 2026, the Applicant applied for CUP 26-03 to request approval to allow for the sale of beer and wine (ABC License Type 20) at the existing convenience store as part of recent remodels and in an effort to enhance the business.

RECOMMENDATION: Staff recommends that the Planning Commission adopt Resolution No. 26-08, approving Conditional Use Permit No. 26-03.

ANALYSIS:

General Plan/Zoning Consistency

The Project Site is designated as "Commercial-Manufacturing" in the City's General Plan and is zoned Commercial-Manufacturing("C-M") in the City's Zoning Code. The proposed use falls within the scope of the General Plan's "Commercial-Manufacturing" land use designation and is also a conditionally permitted use in the Commercial ("C") and Manufacturing ("M") zones. When considering consistency with the General Plan, staff determined that the project would help promote balanced and dynamic economic growth of the area and provide for the commercial needs of the City and surrounding region. The proposed use is compatible with existing uses in the surrounding area such as the restaurants, convenience stores, and retail stores located along Santa Anita Avenue and Fawcett Avenue/Merced Avenue.

The project would promote the goals and objective of the Land Use Element of the General Plan by capitalizing on its prime freeway location to draw freeway travelers into South El Monte businesses near the intersection of the project site. Staff has determined that the project would comply with all development requirements such as parking and landscaping within the Zoning Code.

Proposed Project

Under SEMMC Sections 17.03.060 and 17.11.090, a CUP is required for any type of off-sale alcohol license. The Applicant has submitted a Conditional Use Permit that involves a request to add the sale of beer and wine (ABC License Type 20) to the retail sales,

incidental to an existing Mobil gas station convenience store. Mobil's hours of operation are Monday through Sunday, twenty four hours a day. Sales of beer and wine would be prohibited between 2:00 a.m. and 6:00 a.m. The business is operated by three (3) employees. The primary operation of the convenience store is a neighborhood mini-market that serves the community, and the sale of alcohol would be incidental.

Additional Conditions

The CUP includes a number of conditions designed to limit any potential negative impacts created by the proposed use, including but not limited to:

- Condition #8 requires the Applicant to maintain un-tinted windows and limit advertising signs to 25% of the window area to allow full transparency into the retail storefront.
- Conditions #9 and #10 requires the Applicant to post signage to deter patrons from possessing open alcoholic containers, loitering, and panhandling.
- Condition #11 prohibits all alcohol consumption on the subject site.
- Condition #14 requires any employees who sell alcoholic beverages at the business to complete on-site Licensee Education on Alcohol and Drugs (LEAD) training.
- Conditions #22 and #24 requires the Applicant to install and maintain surveillance camera and alarm systems for the business.

Operational and Performance Standards

The CUP includes a number of conditions designed to limit any potential negative impacts created by the proposed use, including but not limited to:

- Noise levels measured at the property line shall not exceed the levels prescribed by the city's noise regulations as set forth in Chapter 8.20 of this Code.
- The property shall be maintained in a safe and clean condition and the owner shall ensure that no trash or litter originating from the site is deposited on neighboring properties or the public right-of-way.
- Hours of operation, including deliveries to the site, shall be compatible with the needs and character of the surrounding neighborhood. For the purpose of this section, the usual hours of operation shall be as permitted by the state regulations for the off-sale of alcoholic beverages unless the city imposes shorter hours of operation as a condition to the permit to protect the public health, safety and welfare.
- The owner and operator shall each take all necessary steps to ensure the orderly conduct of employees, patrons and visitors when they are present on the property.
- There shall be no loitering on the property. Signs shall be posted on the exterior wall of the premises and in the parking lot stating that loitering and consumption of alcohol are each prohibited.
- Video or other coin-operated games may only be permitted subject to the provisions of Section 7.90.430 of the county business license ordinance.
- There shall be no outside vending machines other than newspaper racks or public telephones.
- There shall be no adult merchandise, as that term is defined in Section 5.25.020 of this Code, visible anywhere on the property and no such merchandise shall be sold to minors.

- The permittee shall maintain all required permits and licenses in good standing.
- There shall be no sale or service of any alcoholic beverages in the event there is any lapse or breach in the good standing of any one of the permits or licenses issued for such use, or noncompliance with any conditions imposed thereon.

Floor Plan

The 1,600 square foot building is shared by the existing convenience store and a vacant auto repair shop that is currently utilized as storage space. Approximately 783 square feet is occupied by the existing convenience store, 238 square feet of which are dedicated retail sales floor area. The retail sales floor area is currently laid out with self-service coolers and freezers located on the south and east sides of the store, the cashiers area located near the only public entrance on the west side of the store, and general goods products located throughout the rest of the store. The proposed beer and wine products would be stored in two lockable self-service coolers adjacent to the non-alcoholic drinks.

Sheriff and Code Enforcement Comments

Reports from the Los Angeles County Sheriff's Department (LACSD) show that the Project Site does not have any operational issues and the Business Operator and Property Owner is willing to cooperate with local law enforcement. The LACSD did not report any concerns or issues with the Project when presented with the proposal to add beer and wine sales to the store.

Existing ABC Licenses

Under the Alcoholic Beverage Control (ABC), Census Tract 4338.03 allows one off-sale alcohol license and currently there is one existing license. 7-Eleven located at 1533 Peck Avenue has a Type 20 off-sale beer and wine license and is approximately one-mile away from the Project Site. In addition, ABC currently upholds a moratorium on the issuance of off-sale beer and wine licenses in cities and counties where the ratio of Type 20 licenses exceed one for each 2,500 inhabitants. The moratorium can be circumvented by transferring an existing Type 20 license from different counties, which is how Mobil would be able to obtain a new Type 20 license.

CONDITIONAL USE PERMIT FINDINGS

In order to grant a CUP, the Commission must make the following finding pursuant to South El Monte Municipal Code ("SEMMC") Section 17.03.060:

The commission shall find that the proposed use shall not be detrimental to persons or properties in the immediate vicinity nor to the city in general.

The neighboring parcels directly adjacent to the Project Site are developed as industrial and commercial uses. Staff has determined the approval of the CUP will not be detrimental to persons or properties in the immediate vicinity nor to the City in general with the implementation of the recommended conditions of approval that are included in the resolution. Additionally, the existing gas station and convenience store is compatible with surrounding uses.

Land Use Element

Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte.* The proposed project will allow for the establishment of off-sale beer and wine sales as an ancillary use to a local convenience store and gas station.

Policy 1.4: *Maintain a balanced mix and distribution of land uses throughout South El Monte and “create opportunities for two types of commercial development: (1) commercial uses that meet the retail and service needs of the local resident and employee populations, and (2) regional-serving retail commercial businesses that capture revenues from a broader population base.* The proposed project would serve the area by providing an ancillary use to a convenience store that would cater to residents as would as the surrounding population that travels the adjacent State Route 60 (SR-60) freeway.

Economic Development Element

Goal 1.0: *Continue to provide opportunities for a wide range of industries to operate in South El Monte.* The proposed project would allow the convenience store and gas station to expand its product offerings to include beer and wine sales.

The off-sale beer and wine sales would be an ancillary use that would support the business as a viable commercial asset to the City’s economy. The proposed addition in sales would also promote a balanced and dynamic economic growth in the area as well as the City as a whole through offering a wider selection of goods.

CONCLUSION: Staff has reviewed the Applicant’s request and has determined that the proposed Project complies with all of the development standards as set forth in SEMMC Chapters 17.03 and 17.11. Approval of the Conditional Use Permit, as conditioned, will not be detrimental to persons or properties in the immediate vicinity nor to the City in general. Staff recommends the Planning Commission adopt Resolution 26-08 to approve Conditional Use Permit No. 26-03 at 1100 Santa Anita Avenue.

ATTACHMENT(S):

- A. Resolution No. 26-08
- B. Vicinity Aerial
- C. Project Plans

PLANNING COMMISSION

RESOLUTION NO. 26-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE APPROVING CONDITIONAL USE PERMIT NO 26-03, TO ALLOW FOR THE OFF-SALE OF BEER AND WINE WITHIN AN EXISTING CONVENIENCE STORE & GAS STATION AT 1100 SANTA ANITA AVENUE

WHEREAS, the Applicant currently has CUP 89-388, per Resolution 89-731, dated July 20, 1989 allowing for the operation of a convenience store with only food and non-alcoholic beverages located at 1100 Santa Anita Avenue; and

WHEREAS, pursuant to South El Monte Municipal Code (“SEMMC”) Sections 17.03.060 and 17.11.090, Planning Commission review and approval is required for projects consisting of the off-sale of alcohol; and

WHEREAS, the Applicant filed an application for a Conditional Use Permit (“CUP”) to allow for the off-sale of beer and wine as an ancillary use to an existing convenience store and gas station located at 1100 Santa Anita Avenue; and

WHEREAS, a public hearing was held before the Planning Commission on December 17, 2024 to consider the application. All evidence, both written and oral, presented during said public hearing was denied by the Planning Commission; and

WHEREAS, as part of recent remodels the Applicant filed an application for a Conditional Use Permit (“CUP”) on March 16, 2026 to allow for the off-sale of beer and wine as an ancillary use to an existing convenience store and gas station (“Project”) located at 1100 Santa Anita Avenue; and

WHEREAS, a public hearing was held before the Planning Commission on April 28, 2026, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination.

THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

SECTION 1: Pursuant to Section 15301 (Class 1) of the California Environmental Quality Act (CEQA), the proposed Project is categorically exempt from environmental review and a Notice of Exemption has been prepared. The proposed Project qualifies for a Class 1 Categorical Exemption for the Project is proposed to be operated within existing facilities. The criteria are the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination. The Planning Commission finds that the Project is exempt from the

provisions of CEQA. The documents and other material, which constitute the record on which this decision is based, are located in the Department of Community Development and are in the custody of the Director of Community Development.

SECTION 2: A record of the public hearing indicates the following:

A. With regard to the application for a CUP, SEMMC Section 17.03.060 requires that the Planning Commission find that the proposed use shall not be detrimental to persons or properties in the immediate vicinity nor to the City in general. State law requires that the Project be compatible with surrounding uses.

B. The General Plan Land Use designation for the Property is “Commercial Manufacturing.” The Zoning Code designation is “C-M” (Commercial Manufacturing).

C. The proposed Project promotes the City’s goals and objectives stated in the General Plan. No goal or policy would be impaired.

D. The operation of the off-sale of beer and wine as an ancillary use to a convenience store should not become a nuisance to surrounding properties.

SECTION 3: Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated April 28, 2026, which is hereby incorporated into this Resolution 26-08 by reference, the Planning Commission hereby finds:

A. As conditioned, the Project meets the requirements of SEMMC Chapters 17.03 and 17.11 and would not be detrimental to the public health, safety or welfare, nor would it adversely affect property or the present or future development of the surrounding areas. This is because the Project would be compatible with the surrounding uses.

B. Pursuant to SEMMC Section 17.03.060, the approval of the CUP would not be detrimental to persons or properties in the immediate vicinity nor to the City in general. This is so because the Project would be required to operate in a way that does not negatively impact the area through the conditions imposed.

C. As conditioned, the Project represents a quality establishment that would be compatible with surrounding commercial and industrial uses, the surrounding area, and the goals of the City. The proposed Project would contribute to the general well-being of the City in that the Project benefits neighboring uses and would be an asset to the surrounding area, as well as to the rest of the City. As a result, approving this application would not adversely affect the General Plan or the Zoning Ordinance.

D. As conditioned, it has been determined the requested CUP meets the required findings to approve the request and that the issuance of the license for the off-sale of alcoholic beverages would allow the holder of that license to offer, or provide, a service or product to the general public that is not reasonably accessible, or sufficiently provided, within a specific

geographic area of reasonable proportions. The off-sale of beer and wine would provide a convenience to the public as well as the surrounding community.

E. As conditioned, the proposed Project would be consistent with the City's General Plan. The proposed Project is compatible with the objectives, policies, general land uses, economic development and programs specified in the General Plan which includes, but is not limited to, the following goals:

Land Use Element

- (1) Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte.* The proposed project will allow for the establishment of off-sale beer and wine sales as an ancillary use to a local convenience store and gas station.
- (2) Policy 1.4: *Maintain a balanced mix and distribution of land uses throughout South El Monte" and "create opportunities for two types of commercial development: (1) commercial uses that meet the retail and service needs of the local resident and employee populations, and (2) regional-serving retail commercial businesses that capture revenues from a broader population base.* The proposed project would serve the area by providing an ancillary use to a convenience store that would cater to residents as well as the surrounding population that travels the adjacent State Route 60 freeway.

Economic Development Element

- (3) Goal 1.0: *Continue to provide opportunities for a wide range of industries to operate in South El Monte.* The proposed project would allow the convenience store and gas station to expand its product offerings to include beer and wine sales.

SECTION 4: Based on the aforementioned findings, the Planning Commission hereby approves CUP (No. 26-03) to conduct off-sale of beer and wine, subject to the following conditions:

General Conditions

1. The Applicant and the business entity allowed for hereunder shall indemnify, defend and hold harmless the City, its officers, agents, employees, and volunteers from any and all claims, lawsuits or actions arising from the granting of, or the exercise of, the rights permitted by this approval, and from any and all claims or losses occurring or resulting to any person, firm, corporation or property for damage, injury, or death arising out of, or connected in anyway, with the performance of the use permitted hereby. The Applicant's obligation to indemnify, defend, and hold harmless the City shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City's choice in

representing the City in connection with any such claims, losses, lawsuits or actions, and any award of damages or attorney's fees in any such lawsuit or action.

2. The Applicant and the business entity allowed for hereunder shall execute an Affidavit of Acceptance of these conditions in the presence of a Notary Public and return the Affidavit to the Community Development Department within ten (10) calendar days of the date of the Planning Commission's approval.
3. The approval shall lapse and become void if the privilege authorized is not utilized has not commenced within two (2) years from the date of this approval.
4. Applicant and its employees, agents and contractors shall comply with all Municipal Code provisions and City policies.

Planning Conditions

5. Sales of beer and wine shall be permitted only between the hours of 6:00 a.m. to 2:00 a.m. Monday-Sunday. Coolers must be locked to prohibit customers from purchasing alcohol between the hours of 2:00 a.m. and 6:00 a.m.
6. Any modification to the location or expansion of alcoholic beverages not in compliance with the submitted floor plan (attached to the staff report) shall be brought back before Planning Commission for modification of conditions of approval.
7. Sales and deliveries of alcoholic beverages under the off-sale privileges of the license shall be restricted to the confines of the building and shall specifically exclude sales of alcoholic beverages outside of the building.
8. All windows shall provide a clear view of the interior of any buildings and structures from the exterior pursuant to SEMMC Section 17.15.070.
 - a. Window shall not be tinted or covered in any manner (e.g., advertising or signage) that obstructs 25% or more of the window.
9. The Applicant shall post signage visible to the patrons of such establishment and persons utilizing the adjacent parking area and public sidewalk informing them that it is unlawful for any person having in his or her possession a bottle, can or other receptacle containing any alcoholic beverage which has been opened, or a seal broken, or the contents of which have been partially removed to enter, be, or remain on the premises of the establishment and adjacent parking area and public sidewalk.
10. Applicant shall install signage that indicates loitering or panhandling is prohibited on the premises at any time. All signage and location of the same shall be subject to the approval of the Community Development Department.

11. Alcohol consumption inside the store or outside on-premises is prohibited.
12. Any graffiti painted or marked upon the Project Site or on any adjacent area under the control of the Applicant shall be removed or painted over within 24 hours of discovery or notice from the City.
13. At or about 7:00 p.m. every day, the Applicant shall pick up any and all litter including but not limited to large discarded items that may have collected in the Property's parking area and public right-of-way.
 - a. At about 7:00 p.m. every day, the Applicant shall pick up any and all litter including but not limited to, large, discarded items that may have collected in the Project Site's parking area and public right-of-way.
14. Any employees who sell alcoholic beverages shall be required to complete a training program in alcoholic beverage compliance, crime prevention techniques, and handling of violence. For new employees of licensees such training known as Licensee Education on Alcohol and Drugs (LEAD) training offered by the State Department of Alcoholic Beverage Control must be completed within 30 days of the date of hire. Those already employed shall complete training within 30 days from the date the ABC license is issued.
 - a. For new employees of licensees, training offered by the State Department of Alcoholic Beverage Control, including but not limited to Licensee Education on Alcohol and Drugs (LEAD), must be completed within 30 days of the date of hire.
 - b. Existing employees shall complete training within 30 days from the date the ABC license is issued.
15. The Applicant and all operators shall each take all necessary steps to assure the orderly conduct of employees, patrons, and visitors when they are present on the Project Site.
16. At no time shall the Applicant allow those under 21 years of age to sell alcoholic beverages.
17. A copy of this approved CUP/resolution shall be kept on the premises at all times and be made be available upon request to any City staff, consultants, and contractors, including but not limited to, those from by Los Angeles County Sheriff's Department (LACSD) and City of South El Monte Community Development Department.
18. The Applicant shall maintain all required permits and licenses in good standing.
19. The front of the exterior of the Project Site, as well as all adjacent parking areas under control of the Applicant, shall be illuminated at all times. The lighting shall be installed in such a fashion that persons standing outdoors at night, are identifiable by law enforcement personnel while balancing the lighting so as not to unreasonably illuminate the window area of nearby businesses.

20. All crimes occurring inside or outside of the location shall be reported to the LACSD at the time of the occurrence.
21. The Applicant shall designate a Responsible Party who can facilitate any Sheriff inquiries when the Applicant is absent from the Project Site.
22. A surveillance camera system for the Project Site shall be installed and maintained by the Applicant.
23. Security recordings shall be stored for at least 30 days to allow for local law enforcement to review for any incidents that occur on-site.
24. An alarm system that alerts the LACSD upon triggering shall be maintained for the convenience store in a good and working condition.
25. The Applicant understands that any violation of the foregoing conditions shall be grounds for the suspension, modification or revocation of the Conditional Use Permit.
26. In the event of a violation of any of the conditions of approval or applicable law, the City may issue a notice of correction to the property owner and tenant. If said violation is not remedied within 30 days, or subsequent violations of the conditions of approval or law occurs within 90 days of any notice of correction, the City may initiate enforcement proceedings, including but not limited to, nuisance abatement or revocation proceedings. The Applicant shall reimburse the City for all staff time, including attorney time, incurred in enforcing the conditions of approval or law.
27. Vending machines shall not be permitted on the Project Site.
28. Pay phones shall not be permitted on the Project Site.
29. No alcoholic beverages shall be stored, maintained, displayed or sold from an ice tub.
30. The Applicant may sell beer in pre-packaged quantities as packaged by the manufacturers of the beer.
31. The Type 20 Alcoholic Beverage License shall not be exchanged for any type of on-sale license.
32. Prior to local approvals of the any forms to the California Department of Alcoholic Beverage Control, including the Zoning Affidavit, the Applicant shall submit for all applicable permits to receive Planning and Building and Safety Division approvals for any unpermitted improvements to existing structures.
33. Licensees shall not offer, permit, or provide any type of entertainment except when permitted by a valid permit issued by the City.

34. The Applicant shall be required to conduct Live Scan background checks in addition to any other required background checks for the employees prior to their working on the premises.
35. Noise levels measured at the property line shall not exceed the levels prescribed by the city's noise regulations as set forth in Chapter 8.20 of this Code.
36. The property shall be maintained in a safe and clean condition and the owner shall ensure that no trash or litter originating from the site is deposited on neighboring properties or the public right-of-way.
37. Hours of operation, including deliveries to the site, shall be compatible with the needs and character of the surrounding neighborhood. For the purpose of this section, the usual hours of operation shall be as permitted by the state regulations for the off-sale of alcoholic beverages unless the city imposes shorter hours of operation as a condition to the permit to protect the public health, safety and welfare.
38. The owner and operator shall each take all necessary steps to ensure the orderly conduct of employees, patrons and visitors when they are present on the property.
39. There shall be no loitering on the property. Signs shall be posted on the exterior wall of the premises and in the parking lot stating that loitering and consumption of alcohol are each prohibited.
40. Video or other coin-operated games may only be permitted subject to the provisions of Section 7.90.430 of the county business license ordinance.
41. There shall be no outside vending machines other than newspaper racks or public telephones.
42. There shall be no adult merchandise, as that term is defined in Section 5.25.020 of this Code, visible anywhere on the property and no such merchandise shall be sold to minors.
43. The permittee shall maintain all required permits and licenses in good standing.
44. There shall be no sale or service of any alcoholic beverages in the event there is any lapse or breach in the good standing of any one of the permits or licenses issued for such use, or noncompliance with any conditions imposed thereon

Planning Commission Condition

45. The City shall be entitled to review the conditions of the premises and business operations approved herein in approximately six months from the date of the City's approval, and once a year after that.

SECTION 5: Any interested party may appeal this decision to the City Council pursuant to SEMMC Section 17.03.130.

ADOPTED this 28th day of April, 2026

Chair, Jackie Rubio

ATTEST:

Secretary, Renee Reyes

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SOUTH EL MONTE)

I, Renee Reyes, Secretary to the Planning Commission of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 26-08 was duly passed and adopted by the Planning Commission of the City of South El Monte at a regular meeting of said Commission held on the 28th day of April, 2026.

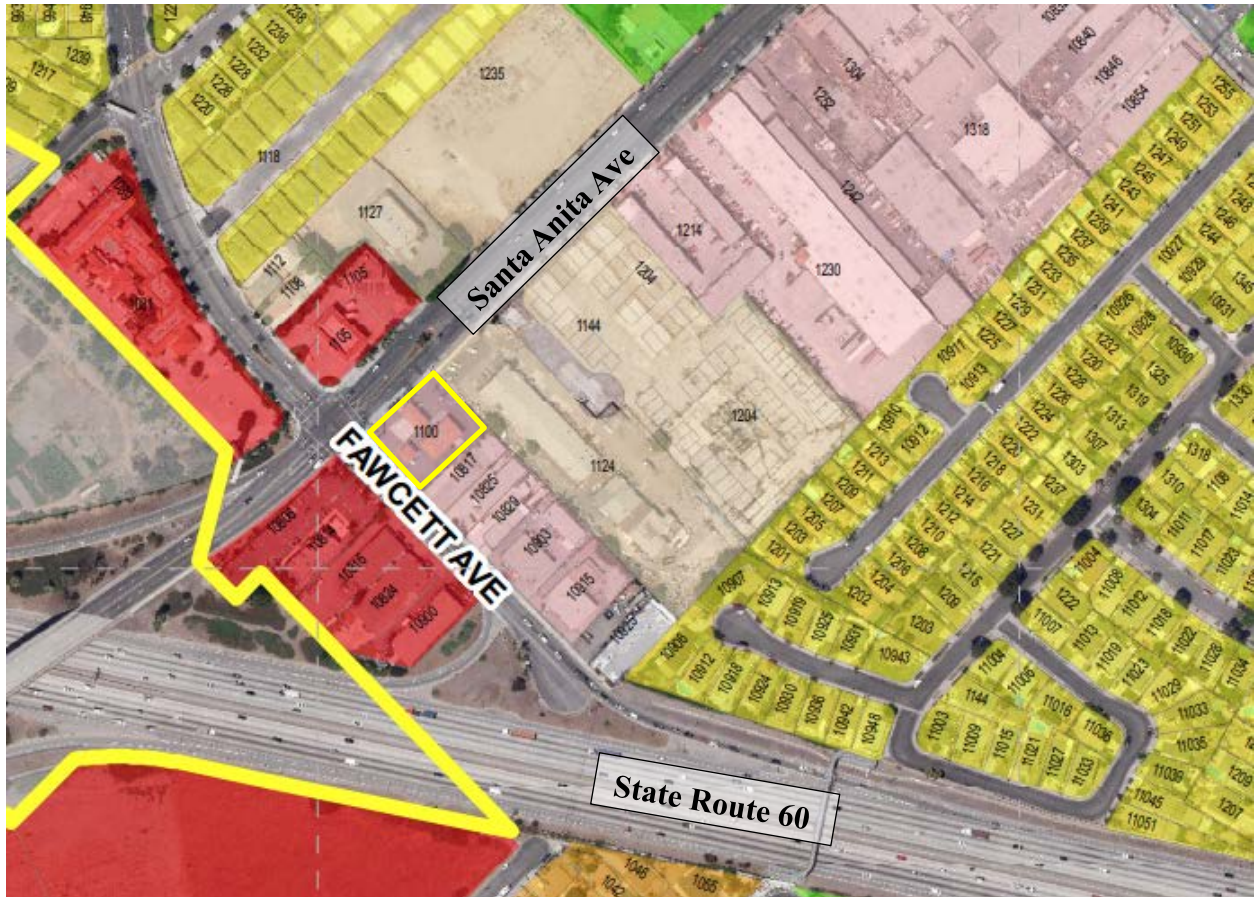
AYES:

NOES:

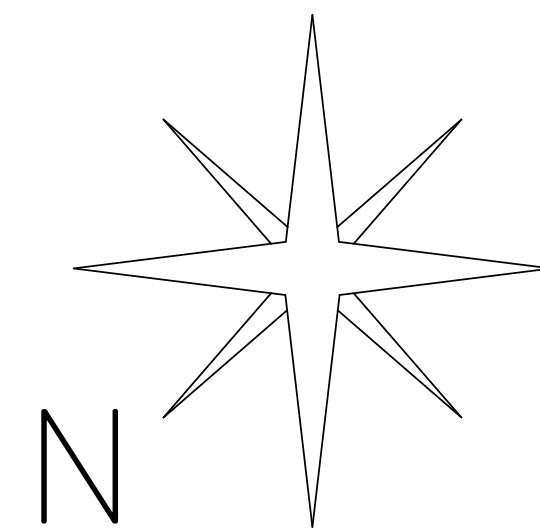
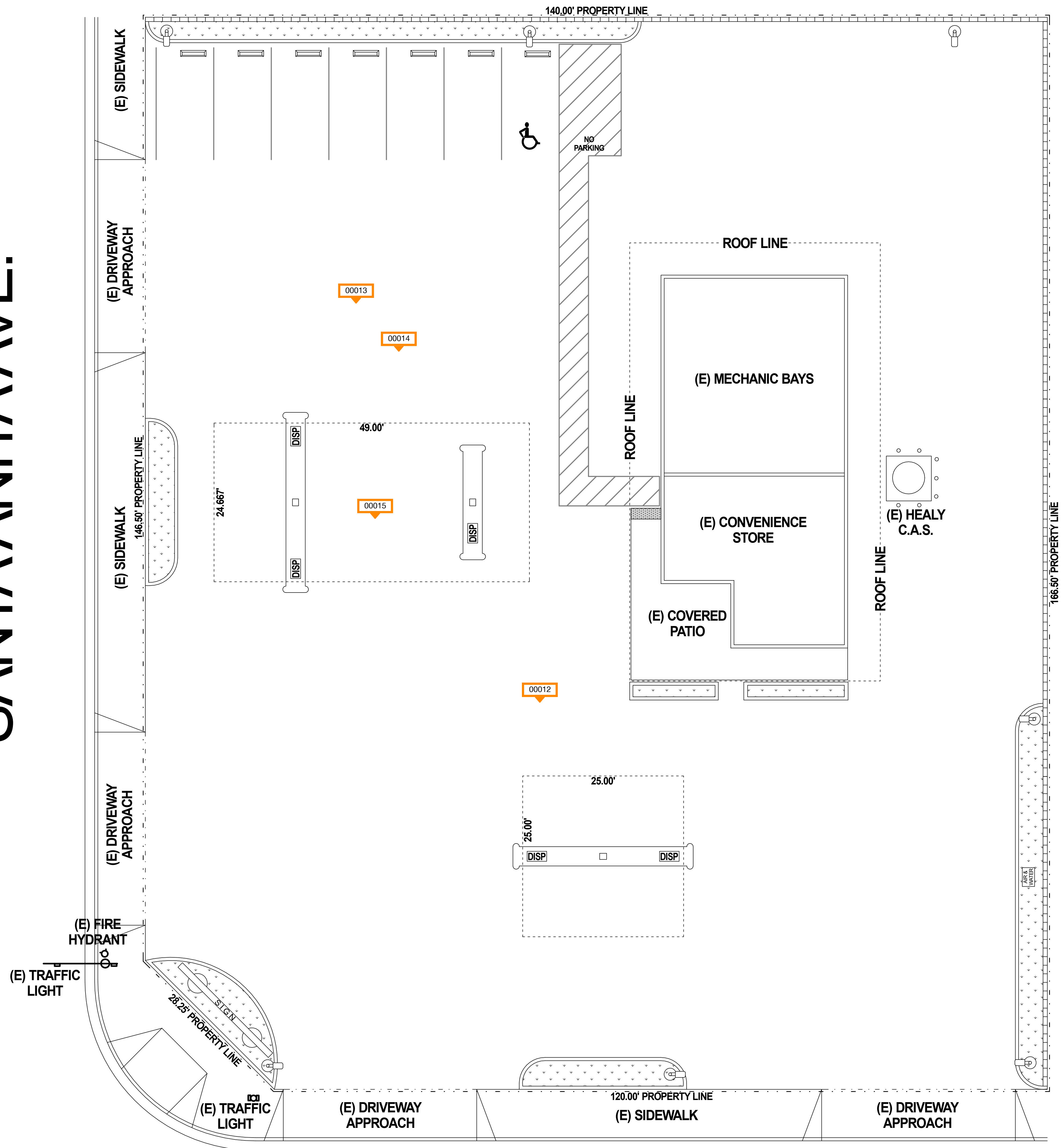
ABSENT:

ABSTAIN:

Secretary, Renee Reyes



SANTA ANITA AVE.



FUTURE SITE PLAN

MOBIL STATION
1100 Santa Anita Avenue
South El Monte, CA 91733

LEGEND

DISP — Fueling Dispenser

Scale $1/8" = 1'$

Date 06-10-2025

Sheet

A-2



2207 MERCED AVENUE
SOUTH EL MONTE, CA. 91733
OFFICE: 213-291-0778
CEL: 213-725-8011
MAIL@DARYENGINEERING.COM

ENGINEER STAMP:



PROJECT:
Mobile Gas Station
1100 Santa Anita Ave. South El Monte, CA 91733
SHEET NAME:
(E) FLOOR PLAN

REVISIONS: DATE:

△	
△	
△	

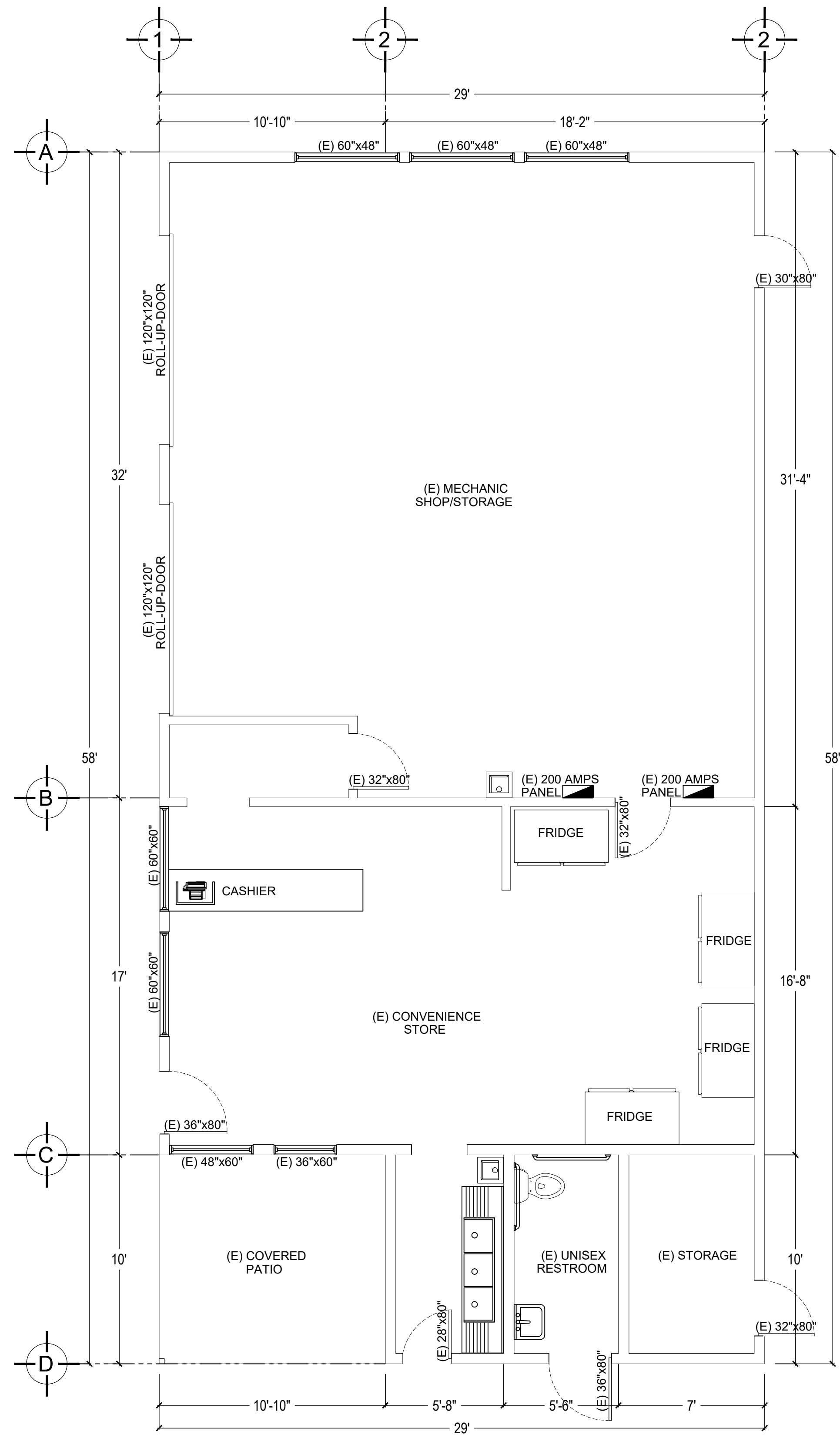
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PROJECT No. 315-24

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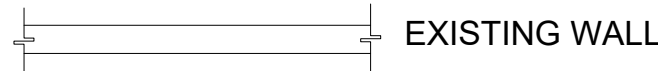
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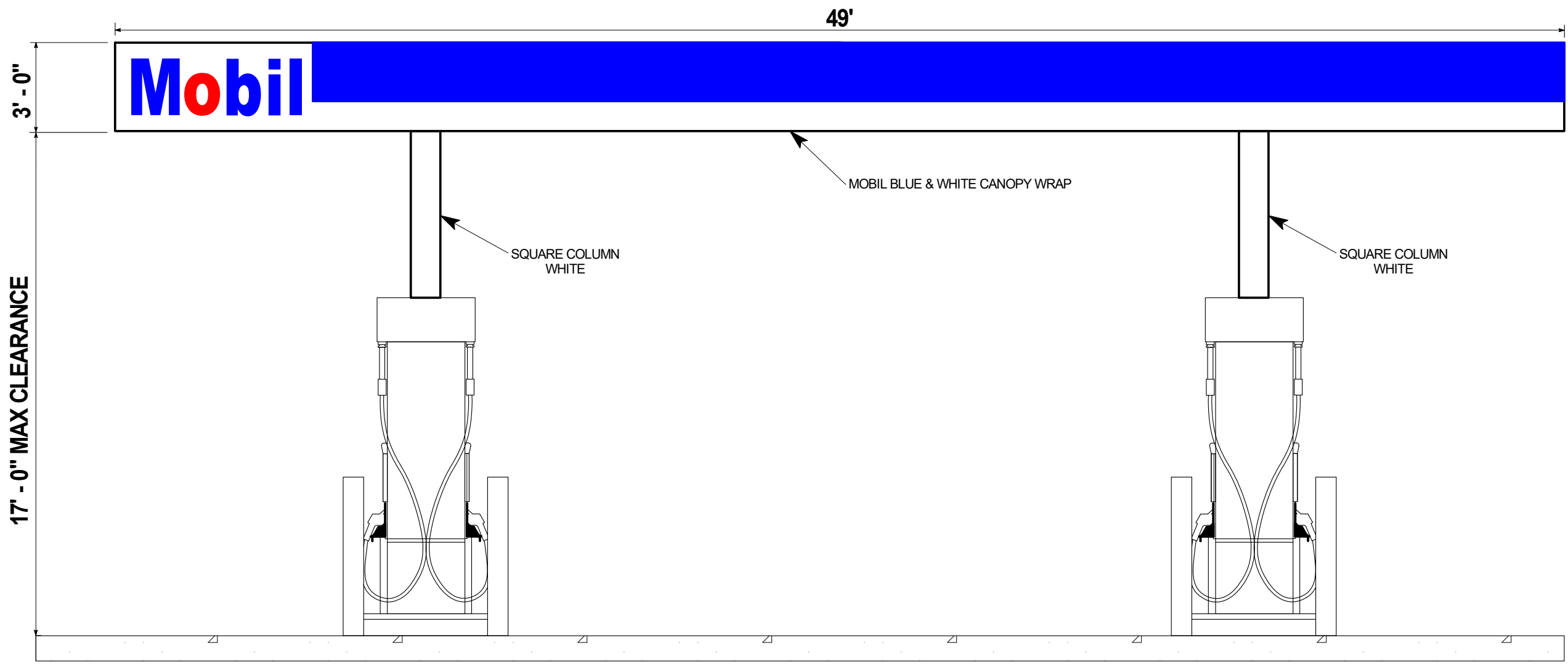
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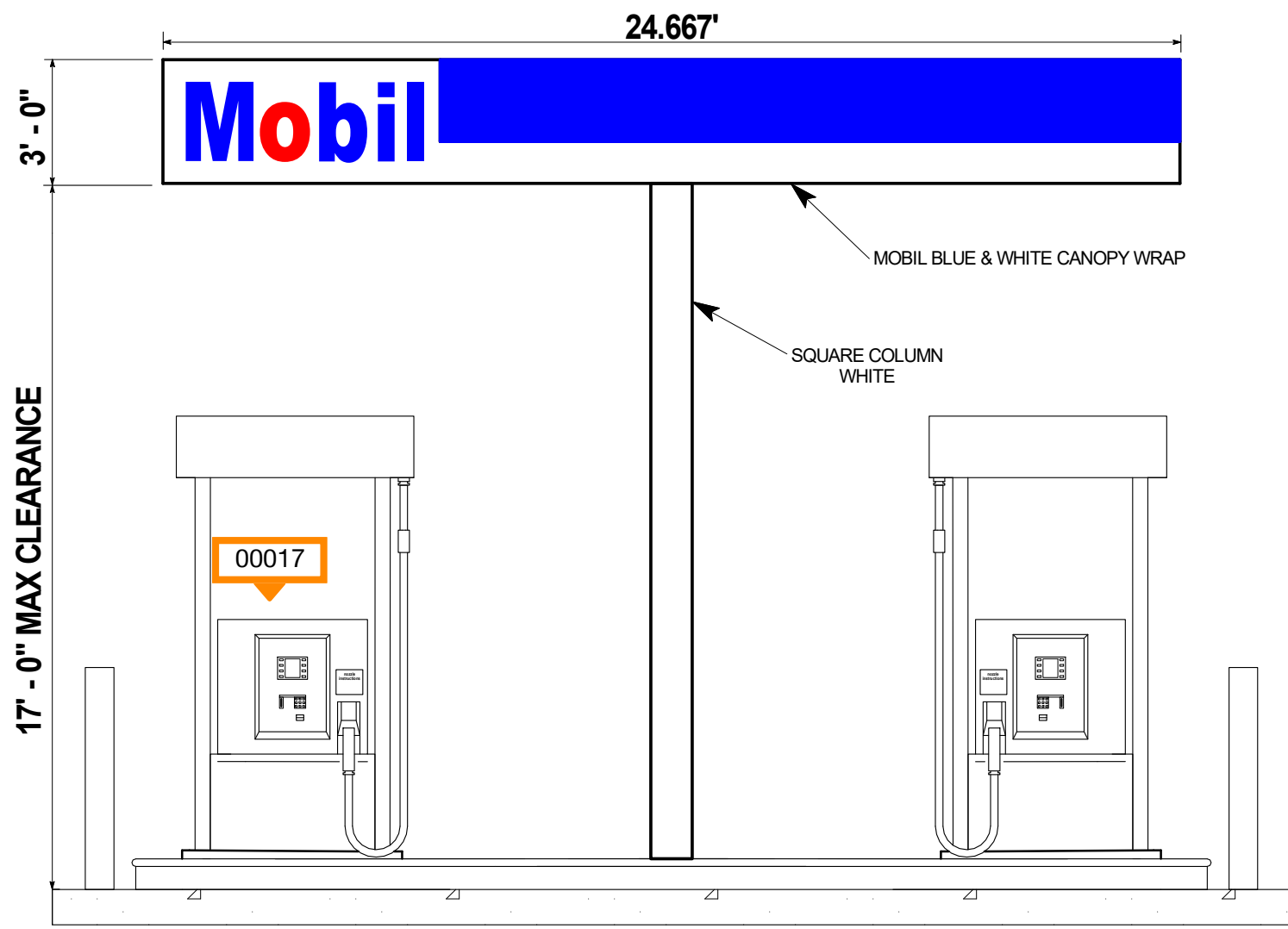
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LEGEND:

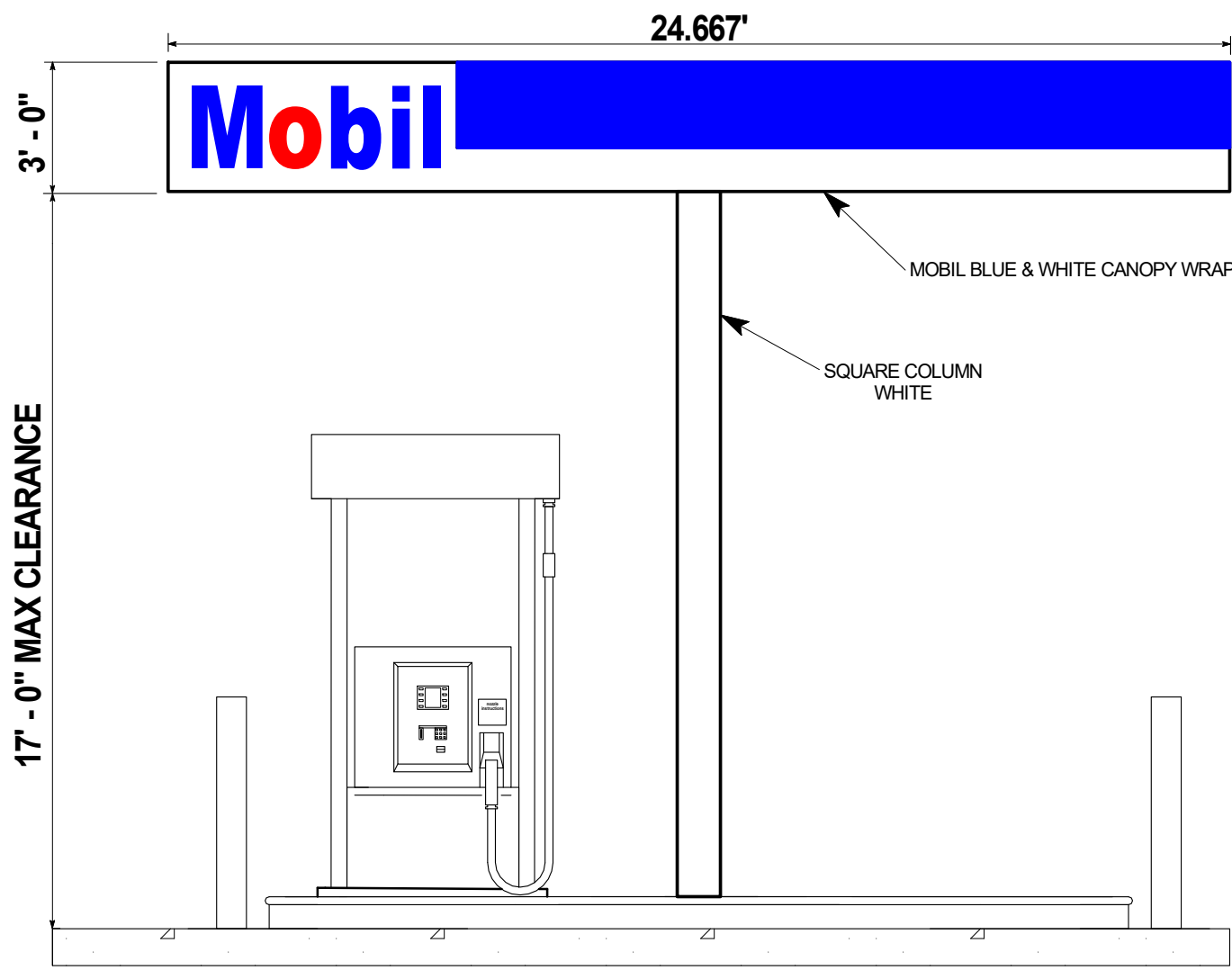




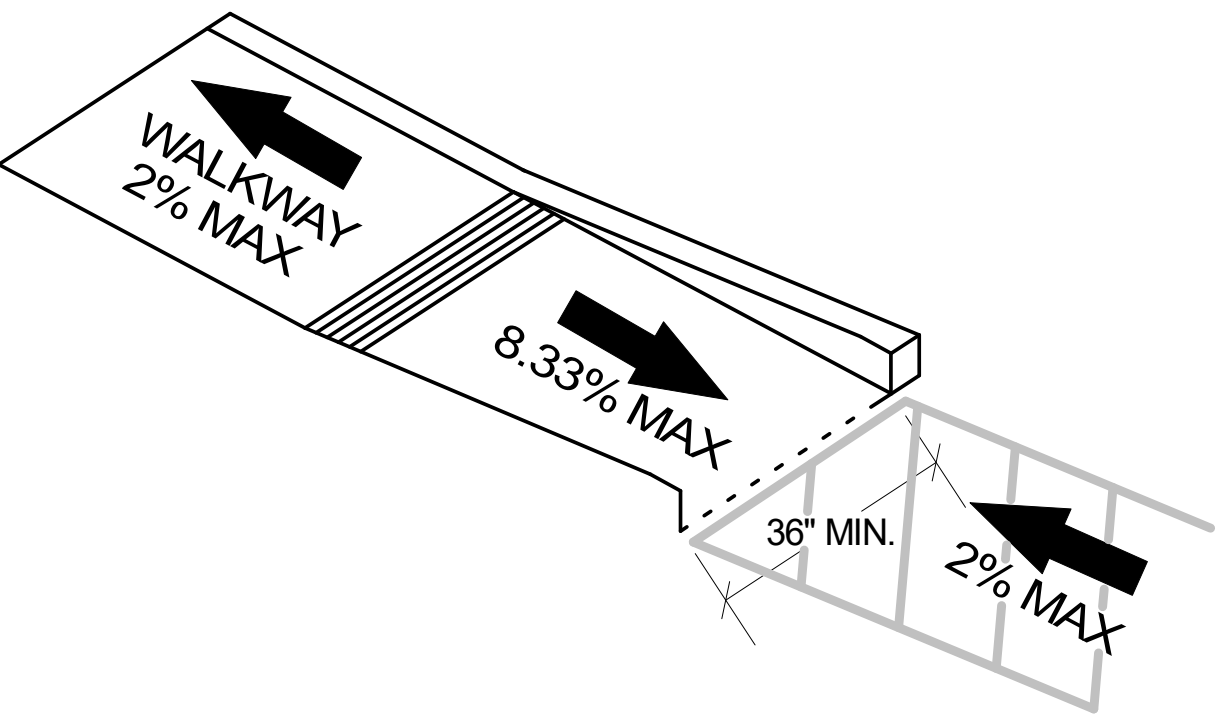
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SCALE - 1/4" = 1'



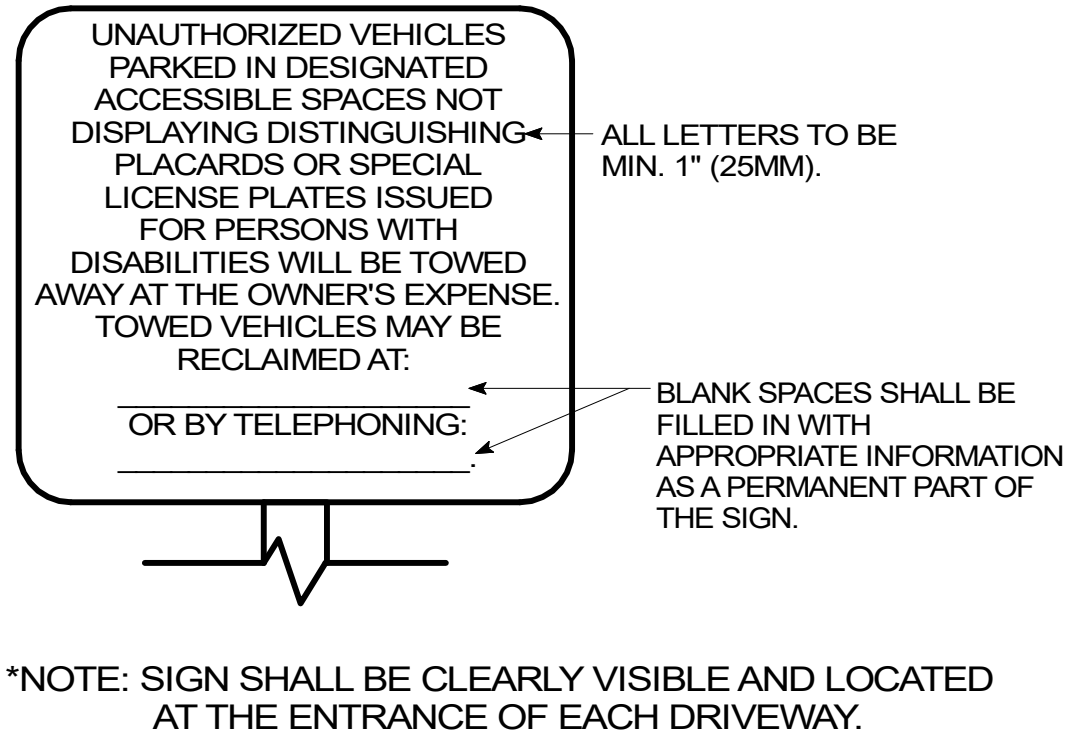
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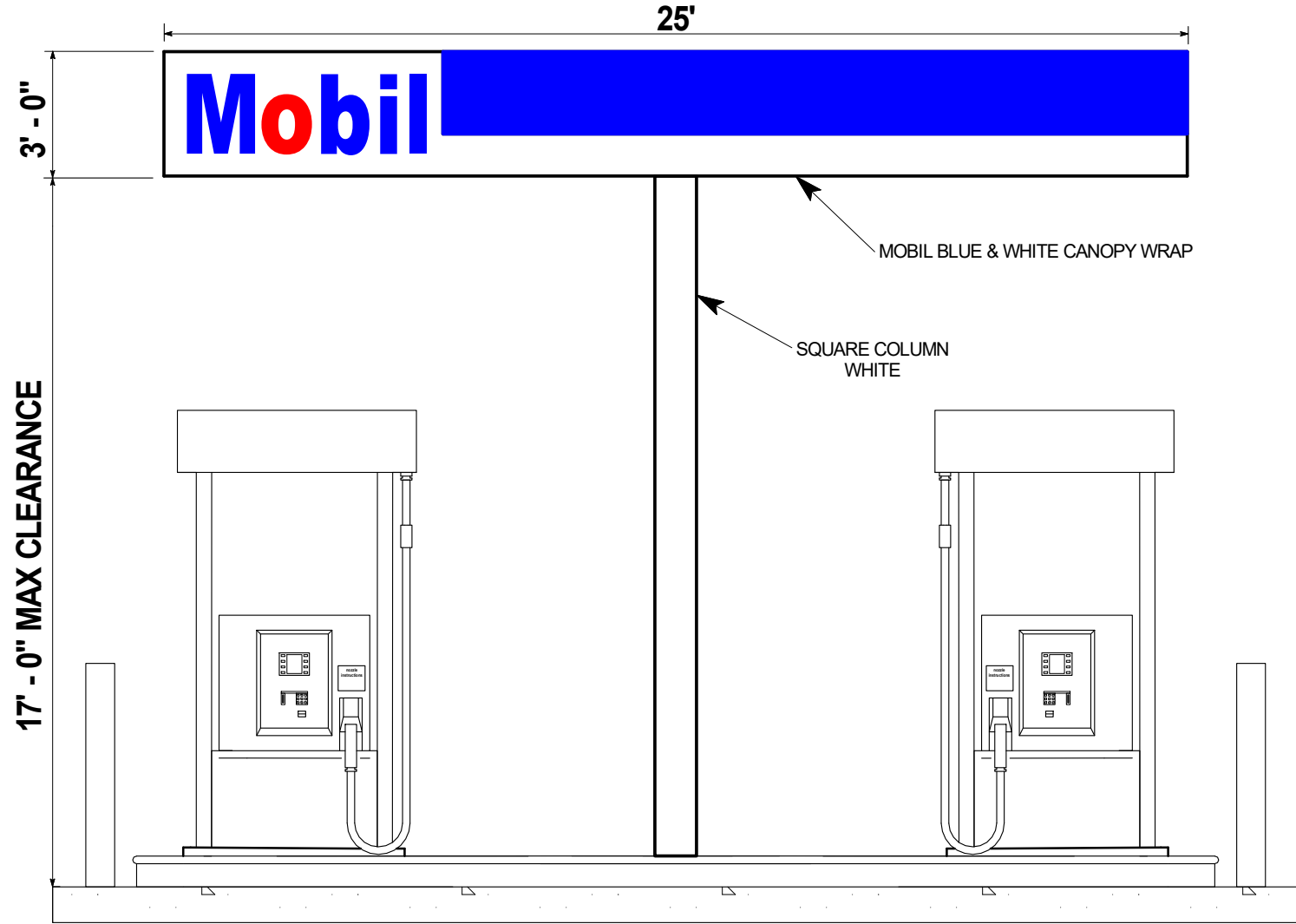
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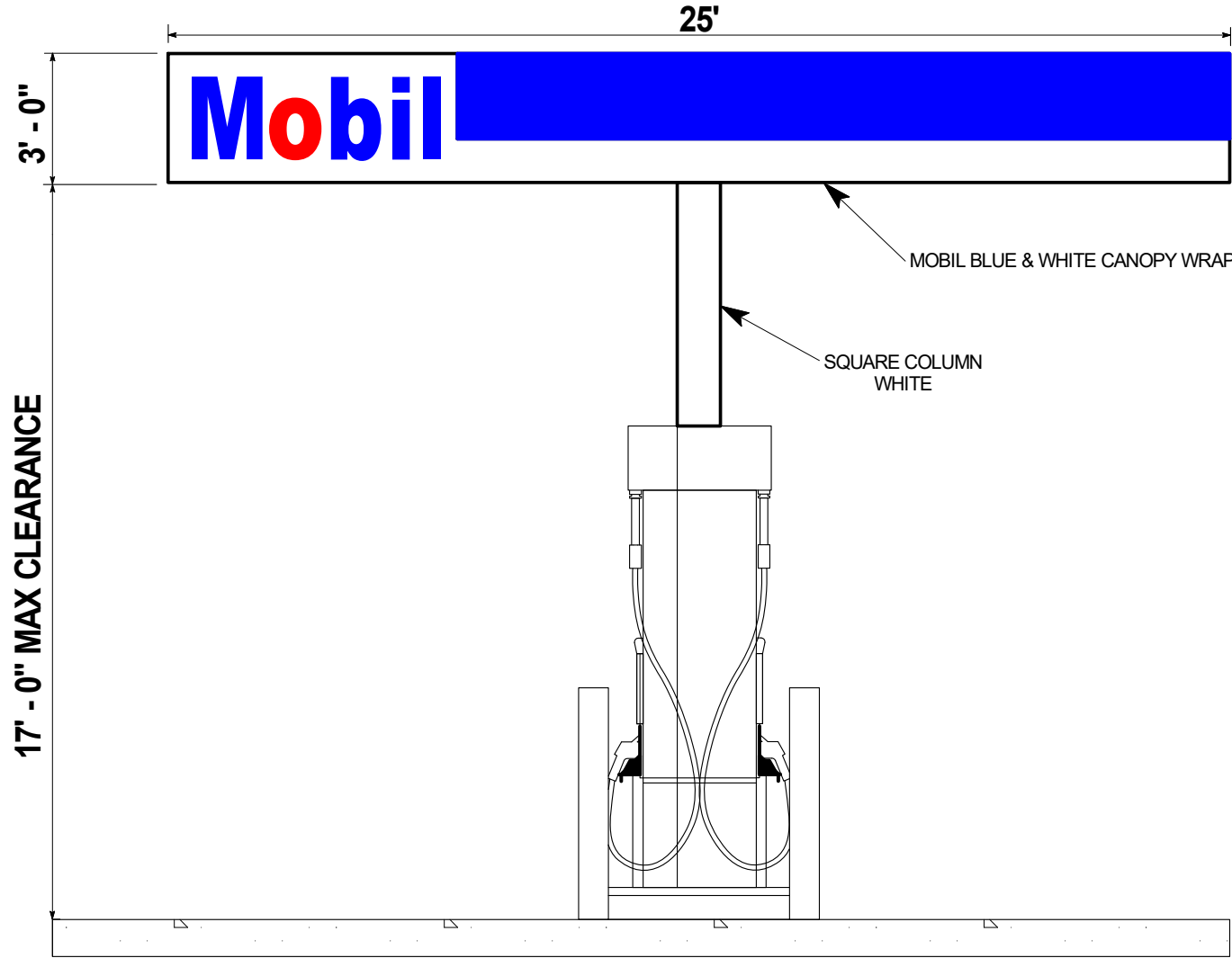
4 (E) HANDICAP RAMP
SCALE - N.T.S.



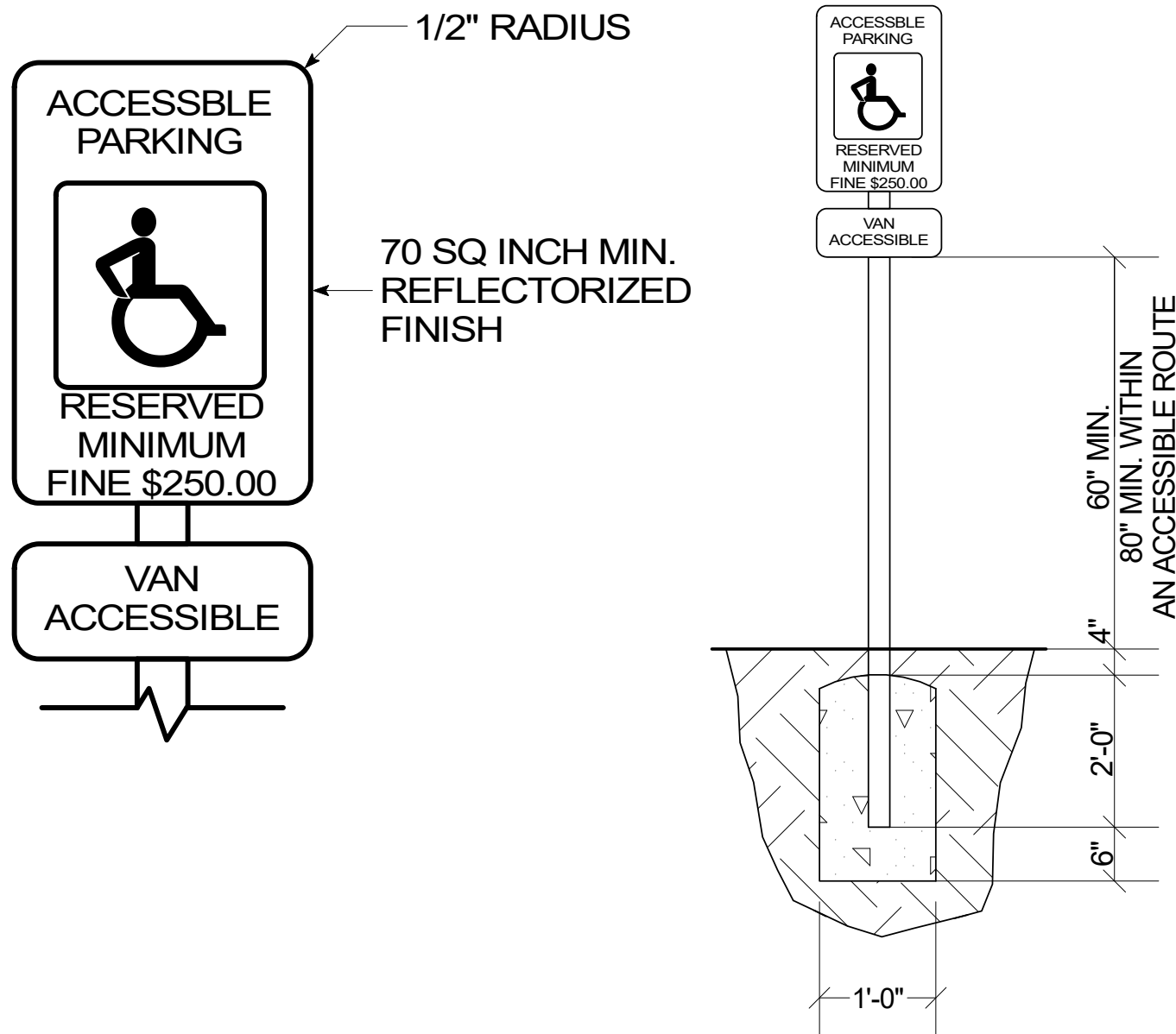
5 (E) ADDITIONAL SIGNAGE
SCALE - N.T.S.



6 EAST/WEST CANOPY B ELEVATION
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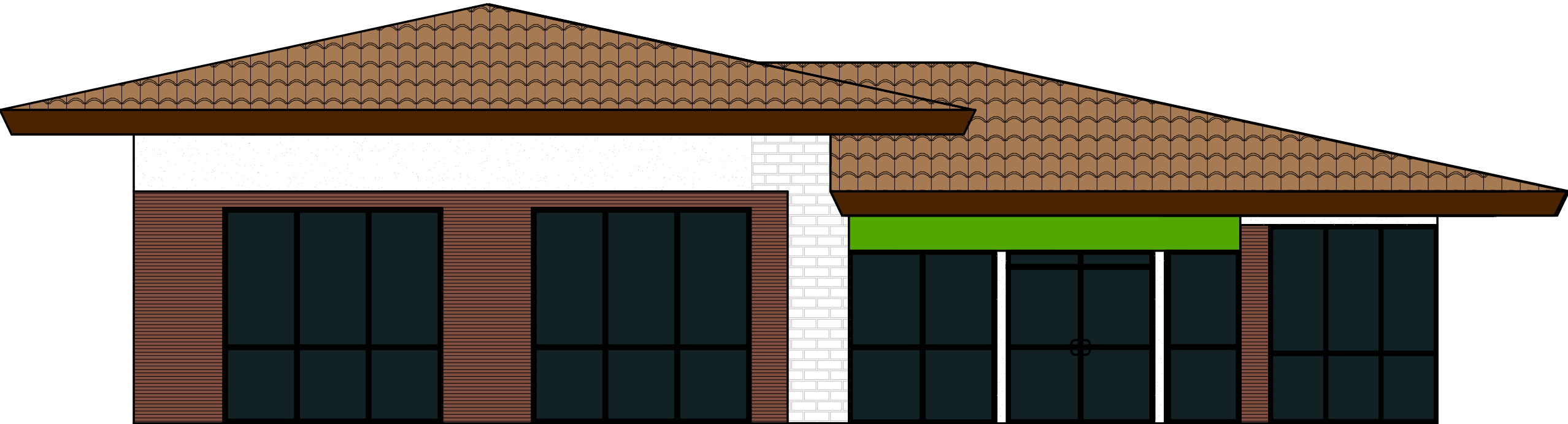
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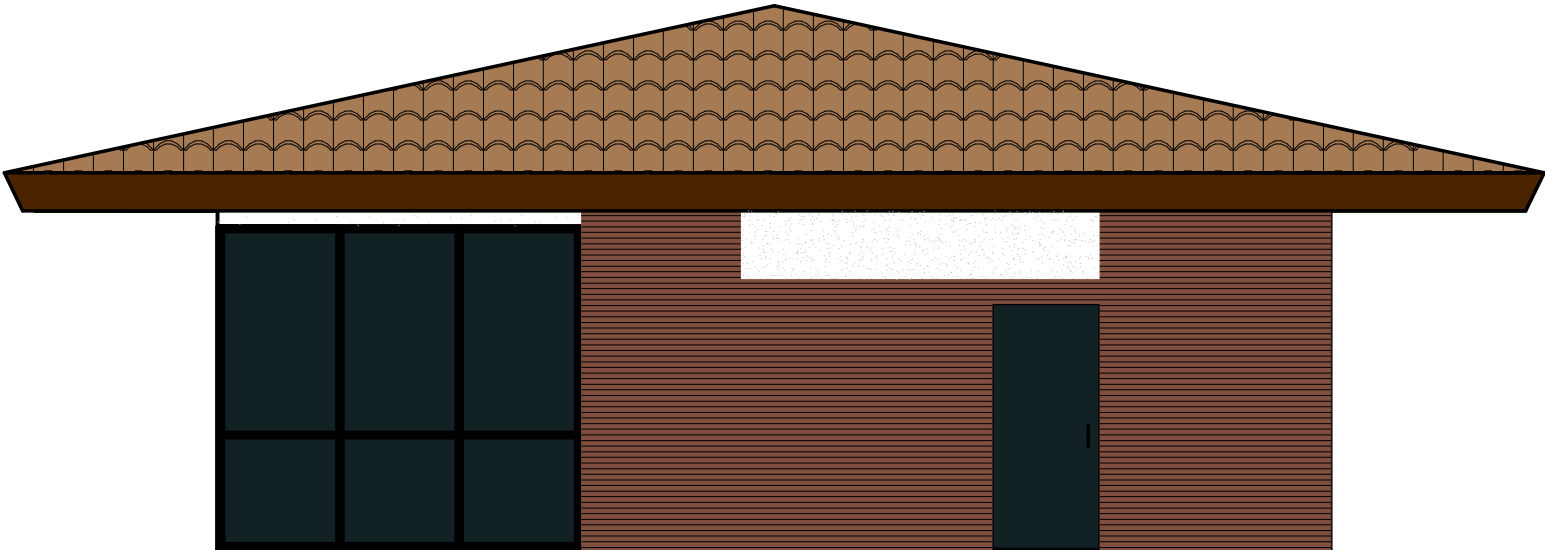
8 (E) HANDICAP SIGNAGE
SCALE - N.T.S.

ELEVATIONS & DETAILS

MOBIL STATION
1100 Santa Anita Avenue
South El Monte, CA 91733



FRONT VIEW



SIDE VIEW

ELEVATIONS

H & K SAINI INC
1100 Santa Anita Ave.
South El Monte, CA 91733

Scale 3/16" = 1'
Date 04-05-2026

Sheet
A - 1

2130 Huntington Drive Unit #310
South Pasadena, CA 91030
Cell: 951-475-0211
email: dionvelasco@gmail.com

PROJECT NAME & ADDRESS:

MOBIL-SERVICESTATION

1100 SANTA ANITA AVE.
SOUTH EL MONTE, CA 91733

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DIONICIA VELASCO.

SHEET CONTENTS:

PROPOSED LANDSCAPE PLAN

ISSUES / REVISIONS:

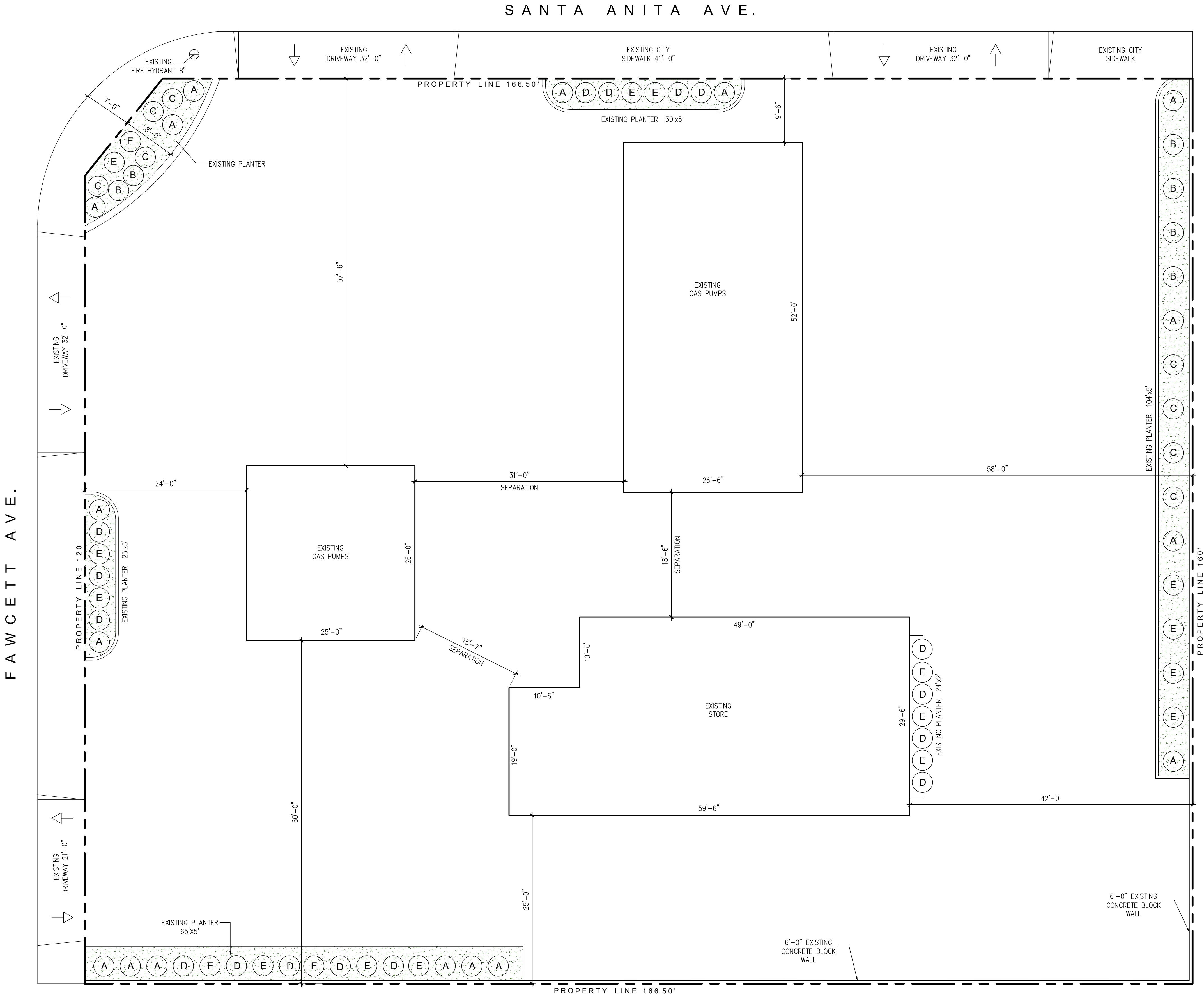
INITIAL PLAN, SEPTEMBER 2024

JOB NUMBER: DV2024-001
DRAWN BY: DIONICIA VELASCO
PLOT DATE: SEPTEMBER 2024

PERMIT #

SHEET NUMBER:

A-1.0



ADDRESS: 1100 SANTA ANITA AVE
SOUTH EL MONTE CA 91733

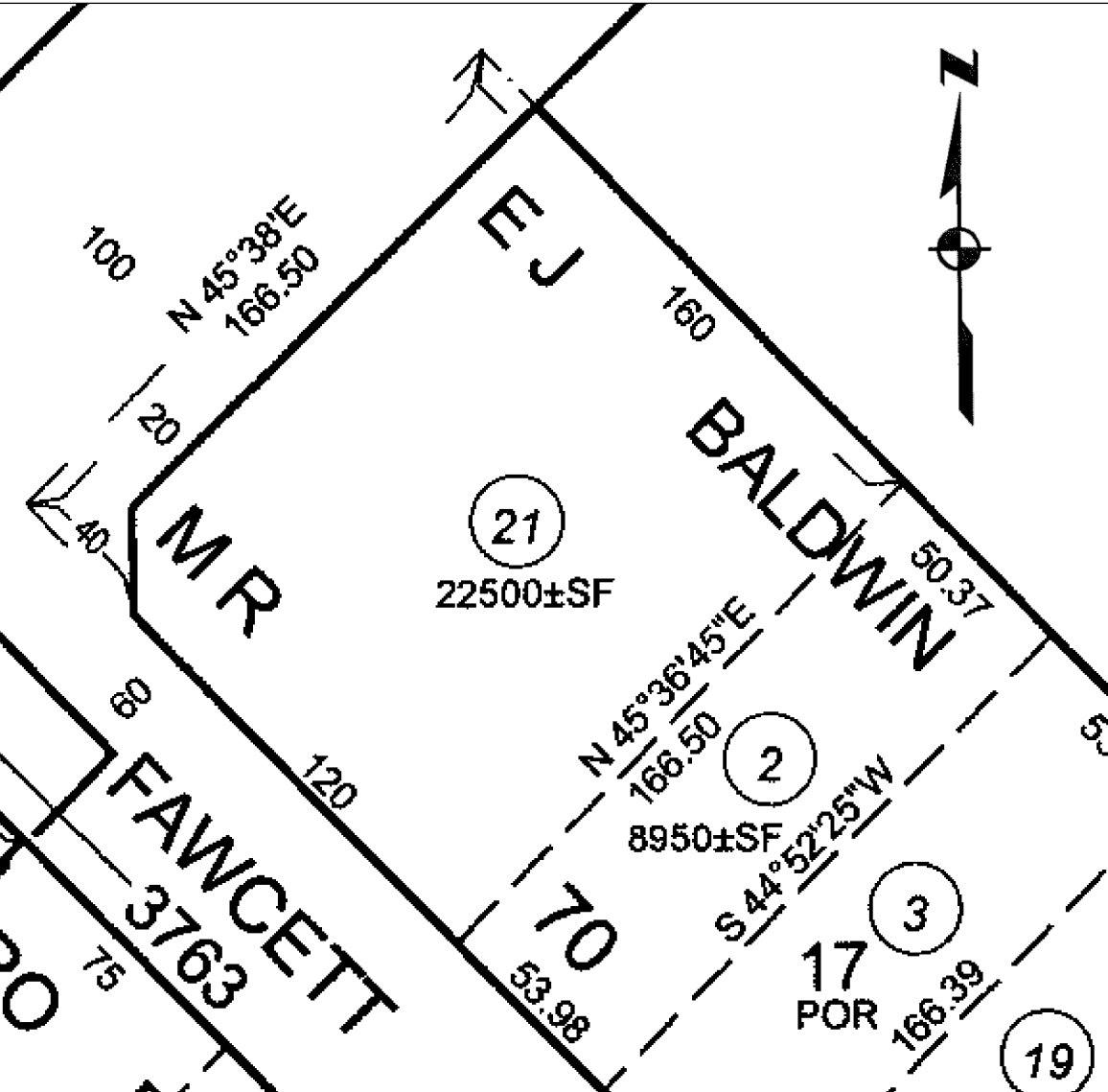
USE TYPE: COMMERCIAL

ASSESSOR'S PARCEL NO: 8118-019-021

LEGAL DESCRIPTION: E J BALDWIN'S
SECOND SUB. IN THE RANCHO POTRERO GRANDE AND
POTRERO DE FELIPE LUGO LOT (EX OF STS) COM AT MOST
W COR OF LOT 17 TH N 45 38 E 166.5 FT TH S 44 22 E
160 FT S 45 3645 W 166.5 FT LOT/SEC 17

YEAR BUILT: 1968

LAND SQ.FT: 23,240 SQ. FT.



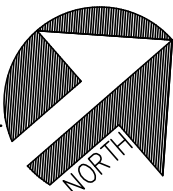
PROPOSED PLANTS LEGEND	
A	GANA KALEIDOSCOPE
B	SUNSCAPE TROPIC HYBISCUS
C	RED MUM CHRYSAN THEMUM
D	AFRICAN IRIS LIRIO AFRICANA
E	GOLDEN EUONYMUS EVONIMO DORADO
F	CHOLLIPO CHOLLIPO EUONYMUS
G	PINK OLEANDER

NOTE: SEE SHEET A-1.1 FOR IMAGES OF PROPOSED PLANTING

1

PROPOSED LANDSCAPE PLAN

SCALE : 1/8"=1'-0"



2130 Huntington Drive Unit #310
South Pasadena, CA 91030
Cell: 951-475-0211
email: dionvelasco@gmail.com

PROJECT NAME & ADDRESS:

MOBIL-SERVICESTATION
1100 SANTA ANITA AVE.
SOUTH EL MONTE, CA 91733

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SHEET CONTENTS:

PROPOSED PLANTS

ISSUES / REVISIONS:

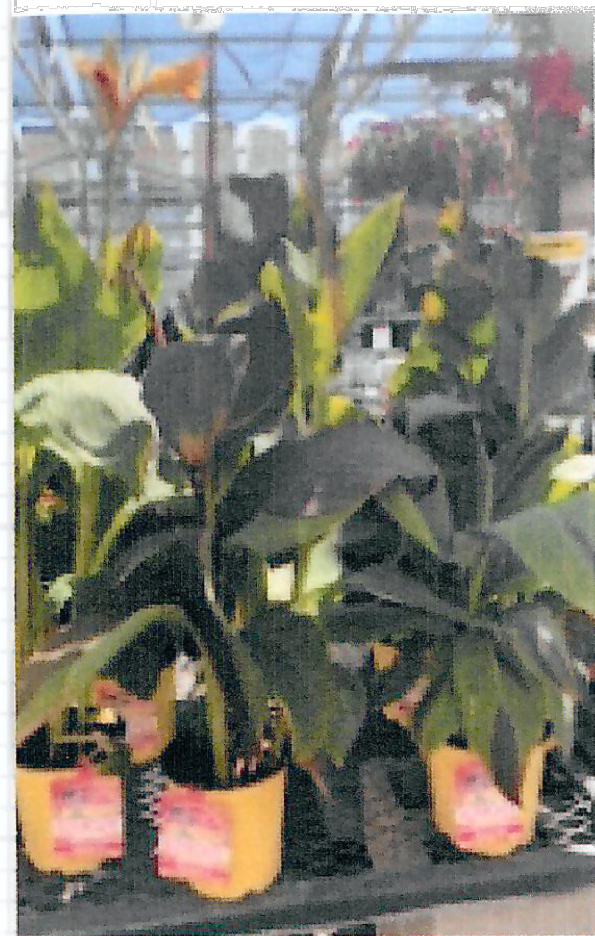
INITIAL PLAN, SEPTEMBER 2024

JOB NUMBER: DV2024--001
DRAWN BY: DIONICIA VELASCO
PLOT DATE: SEPTEMBER 2024

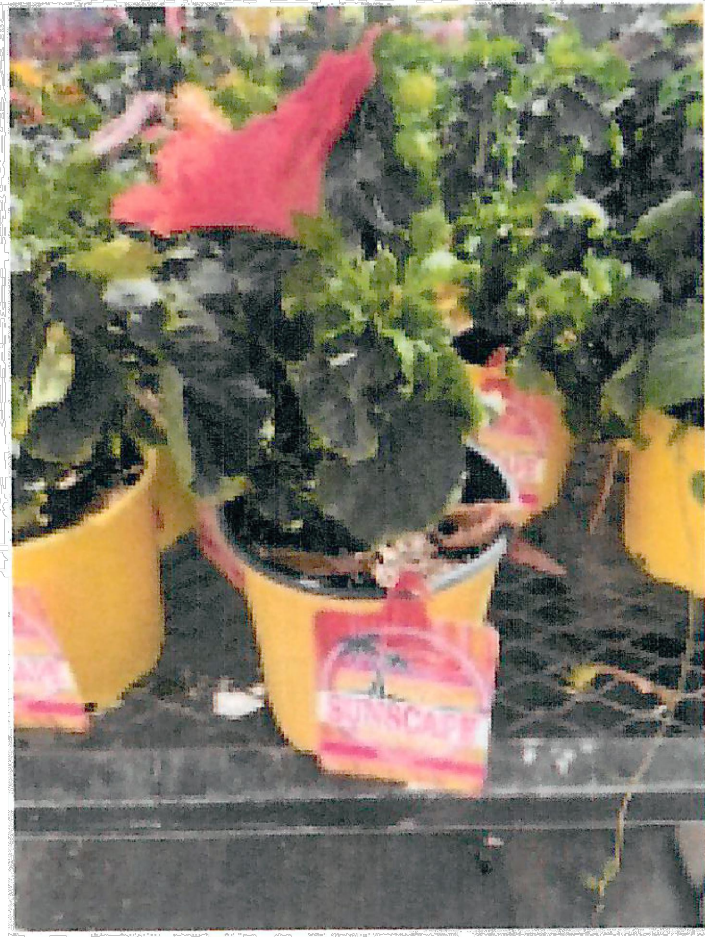
PERMIT #

SHEET NUMBER:

A-1.1



A



B



C



D



E



F



G

PROPOSED PLANTS LEGEND

A	ANA KALEIDOSCOPE
B	SUNSCAPE TROPIC HYBISCUS
C	RED MUM CHRYSAN THEMUM
D	AFRICAN IRIS LIRIO AFRICANA
E	GOLDEN EUONYMUS EVONIMO DORADO
F	CHOLLIPO CHOLLIPO EUONYMUS
G	PINK OLEANDER



Planning Commission Agenda Report

Agenda Item No. 7.c.

DATE: April 28, 2026

TO: Honorable Chairman and Members of the Planning Commission

APPROVED BY: Gerardo Marquez, Director of Community Development and Public Works

SUBMITTED BY: Tiffany Ho, Community Development Manager

SUBJECT: ADOPTION OF RESOLUTION NO. 26-07, RECOMMENDING THAT THE CITY COUNCIL APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND MAGELLAN VALUE PARTNERS TO DEDICATE 10.7 ACRES TO THE CITY OF SOUTH EL MONTE FOR THE FUTURE DEVELOPMENT OF A PUBLIC PARK AT 825 LEXINGTON-GALLATIN ROAD, SOUTH EL MONTE, CA.

PUBLIC NOTICE: Notice of the public hearing was posted and mailed to property owners within 500 feet of the project site on April 16, 2026. Notice of the public hearing was also published in the San Gabriel Valley Tribune on April 17, 2026.

PROJECT LOCATION: Address: 825 Lexington-Gallatin Road
APN: 8119-005-032
Applicant: Rick Martinez, Magellan Value Partners
Property Owner: MVP South El Monte I, LLC
Zone: C (Commercial)
Lot Size: 922,691 square feet (21.17 acres)

Table 1 - Surrounding Zoning and Land Use Summary

Location	Zone	General Plan	Land Use
North	Los Angeles County	Los Angeles County	State Route 60 (SR-60)
South	Los Angeles County R-1 (Single-Family Residential) R-3 (Multi-Family Residential)	Los Angeles County Low-Density Residential Medium-Density Residential	Whittier Narrows Park (Los Angeles County) Residential Residential

East	Los Angeles County R-1 (Single-Family Residential) R-3 (Multi-Family Residential) C (Commercial) C-M (Commercial-Manufacturing)	Los Angeles County Low-Density Residential Medium-Density Residential Commercial Commercial-Manufacturing	Whittier Narrows Park Residential Residential Commercial Industrial
West	Los Angeles County	Los Angeles County	Whittier Narrows Park

BACKGROUND: The Project Site consists of an approximately 21-acre (rounded from 21.17 acres) parcel located at 825 Lexington-Gallatin Road, identified as Assessor Parcel Number (APN) 8119-005-032. The Project Site is within the southwestern boundary of the City of South El Monte, in Los Angeles County, California.

The Project Site is generally bordered by Santa Anita Avenue to the north and west, Lexington-Gallatin Road to the south/southeast, and vacant land to the northeast. Surrounding land uses and infrastructure include SR-60 and vacant property to the north; Whittier Narrows Recreation Area to the southeast and west; limited office uses to the south at the intersection of Santa Anita Avenue and Lexington-Gallatin Road; and residential uses to the northeast. The General Land Use Designation and Zoning are summarized in **Table 1**.

The 21-acre site currently consists of remains from previous uses of the site including remnants of building foundations, a dilapidated shack, and radio tower footings. Most notably, the Project Site is located within the U.S. Army Corps of Engineers (USACE) reservoir flowage easement area which is associated with the spillway activation elevation of the Whittier Narrows Dam.

Magellan Value Partners (“Applicant”) has proposed the development of an approximately 221,815-square-foot (sf) industrial building on approximately 10.5 acres of the eastern portion of the Project Site. To allow for this development, the Project also involves a General Plan Amendment to amend the land use designation from Commercial (C) to Commercial-Manufacturing (CM) and the corresponding zone change from Commercial (C) to Manufacturing (M). The Project also involves dedicating the remaining 10.7 acres in the northwestern portion of the Project Site to the City with following approval and execution of a development agreement and property donation agreement for the future development of a public City park. The future park would include athletic fields, walking trails, picnic areas, landscaping, restrooms, parking, and a digital billboard sign. The Project was presented to the Planning Commission on February 24, 2026, wherein the Commission voted 4-0 to adopt three resolutions:

1. Resolution No. 26-02 to recommend the City Council certify the Final Environmental Impact Report (State Clearinghouse [SCH] No. 2024070062) and adopt the Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program (MMRP) pursuant to the California Environmental Quality Act (CEQA) for the Project; and, approve the General Plan Amendment and Zone Change to amend the land use designation from C to CM and zoning from C to M, respectively.

2. Resolution No. 26-03 to conditionally approve Subdivision No. 23-01, Tentative Parcel Map No. 084463, to subdivide the 21-acre parcel into a 10.5-acre parcel and 10.7-acre parcel.
3. Resolution No. 26-04 to conditionally approve Conditional Use Permit No. 23-07 to allow for the development of a 221,815-sf industrial building.

Pursuant to Resolutions No. 26-03 and 26-04, the Subdivision, Tentative Parcel Map, and Conditional Use Permit approvals would be contingent on the approval of General Plan Amendment and Zone Change, meaning that the entitlements would be null and void if the City Council did not certify the EIR and adopt the Facts of Finding, Statement of Overriding Considerations, and MMRP and/or deny the General Plan Amendment or Zone Change. The Staff Report provided analysis on the aforementioned applications and the signed resolutions are attached as **Attachments D, E, and F**, respectively.

Proposed Project

The Applicant has proposed the dedication of a 10.7-acre area for the future development of a public City Park to be facilitated by a Development Agreement. The Development Agreement is intended to provide assurance to the Applicant that a project may generally proceed subject to the policies, rules, regulations, and conditions of approval applicable to the project at the time of approval, regardless of any changes to City policies, rules, and regulations after project approval. In return, the City would provide assurance that the project will further important citywide goals and policies that have been officially recognized by the City Council, and provide the City with significant, tangible benefits beyond those that may be required by the City through project conditions of approval. In this case, the Development Agreement No. 26-01 would also authorize the City Manager to sign the Open Space Donation Agreement, the specific instrument to dedicate and convey ownership of the 10.7-acre area for the public park.

The Draft Development Agreement is attached as **Attachment B**, and the Public Open Space Donation Agreement is attached as **Attachment C** and referenced as Exhibit D to in the Development Agreement.

The following is a summary of the benefits of the Project and the City's obligations as described in the Agreement:

Benefits of the Development Agreement

1. **Donation of a 10.7-Acre Public Park Site.** The Applicant (referred to in the Development Agreement as "Owner") would donate fee title to an approximately 10.7-acre Public Open Space Site for development as a future public park. The size and location of this site provide significant community recreation and open-space benefits near existing public parks (Whittier Narrows Park) managed by the Los Angeles County.
2. **Limited Site Preparation for the Public Park.** The Applicant would conduct rough grading and potentially other site preparation (e.g., stormwater swales, installation of utilities, etc.) to support future park development.
3. **Section 408 Permitting.** The Applicant would obtain all necessary permits, including Section 408 Permits with the United States Army Corps of Engineers (USACE), to allow for development of the future park space and industrial building in connection with the underlying easements to the Whittier Flood Control Basin.
4. **Flood Control and Infrastructure Improvements.** The Applicant would design and construct Storage Basin Improvements to accommodate potential floodwaters

from the Whittier Flood Control Basin, including but not limited to, the installation of a storm drainage basin and connection to existing County Flood Control District pipeline.

5. **Industrial Building Economic and Fiscal Benefits.** The 221,815-sf industrial building would generate employment opportunities during construction and occupancy of the project and generate property tax and sales/use tax.
6. **Digital Billboard Benefits.** The proposed digital building would provide a number of economic and fiscal benefits, including:
 - **One-Time Development Fee.** The Applicant would remit a one-time Development Fee of \$30,000 to the City.
 - **Annual Payments.** The Applicant would remit an annual revenue payment of \$50,000 per digital face to the City for the first five (5) years. Payments would increase by \$10,000 every five (5) years. This payment structure would remain in place for 30 years, after which the City and Applicant would negotiate subsequent annual fees and/or revenue sharing terms.
 - **Revenue Sharing.** The Applicant would remit 6% of net profit generated by the billboard to the City.
 - **City Branding.** The digital billboard would prominently feature the City's name and logo.
 - **City Advertisement.** The City would receive dedicated advertising time and space on the billboard at no cost.
 - **Public Safety Announcements.** The digital billboard would be integrated with the Amber Alert communication network and coordinated work with local, regional, and federal agencies to display public health and safety alerts.
 - **Discounted Local Business Advertisements.** South El Monte brick and mortar businesses with current and active business licenses would be eligible for discounted advertising rates on the digital billboard.

Summary of the City's Obligations

1. **Development, Operation, and Maintenance of the Public Park.** The City would become the sole responsible party for designing, constructing, operating, maintaining, and repairing the future City Public Open Space Improvements on the donated 10.7-acre site, except for the area and improvements associated with the digital billboard.
2. **Reimbursement Obligations.** The City would reimburse the Applicant for its proportional share of the Storage Basin Improvements and any agreed-upon site preparation costs, as described in the Public Open Space Donation Agreement.
3. **Cooperation and Facilitation of Project Approvals.** The City would not obstruct the Digital Billboard's permitted visibility and issue all necessary building/electrical permits for the Applicant to obtain Caltrans approvals in compliance with local, state, and federal codes and regulations. The City would not to apply its sign prohibitions or conditional use permit requirements to the Digital Billboard on the Public Open Space Site. The City would process subsequent approvals consistent with the vested rights granted by the Agreement and would not impose new rules that conflict with previously approved entitlements.
4. **Conduct Periodic Compliance Reviews.** The City would conduct annual good-faith compliance reviews of the Applicant's performance under the agreement.

5. **Cooperation in Third-Party Litigation.** If the Agreement or entitlements are legally challenged, the City would cooperate with the Applicant in defending the approvals.
6. **Granting Easements and Executing Required Documents.** The City would grant an easement for billboard access and maintenance on the Public Open Space Site. The City Manager would be authorized to execute the Public Open Space Donation Agreement.

RECOMMENDATION: Adopt Resolution No. 26-07 (**Attachment A**), recommending that the City Council approve a Development Agreement between the City of South El Monte and Magellan Value Partners to dedicate 10.7 acres to the City of South El Monte for the future development of a public park at 825 Lexington-Gallatin Road, South El Monte, CA.

ANALYSIS: The proposed Development Agreement (Development Agreement No. 26-01) between the City of South El Monte and the Applicant is being processed pursuant to Government Code Sections 65864-65869.5. Government Code Section 65867.5(b) & (c) requires:

(b) A development agreement shall not be approved unless the legislative body finds that the provisions of the agreement are consistent with the general plan and any applicable specific plan.

(c) A development agreement that includes a subdivision, as defined in Section 66473.7, shall not be approved unless the agreement provides that any tentative map prepared for the subdivision will comply with Section 66473.7.

On February 24, 2026, the Planning Commission adopted resolutions recommending the City Council find the project consistent with the General Plan. The Project is not subject to any specific plan. Further, the Project is not subject to Government Code Section 66463.7 as it does not involve a residential subdivision. Because the proposed Development Agreement memorializes the benefits, obligations, and implementation of the Project, and the Project is consistent with the General Plan, the Development Agreement would also be consistent with the General Plan and may be considered for approval by the City Council.

ENVIRONMENTAL REVIEW: Pursuant to Section 15074(b) of the CEQA Guidelines, the Planning Commission independently reviewed and considered the contents of the Final EIR (SCH No. 2024070062) prepared for the Project, which is described and implemented in part by the proposed Development Agreement, on February 24, 2026. Pursuant to the Planning Commission's adoption of Resolution No. 26-02, the Planning Commission recommended the City Council certify the Final EIR and adopt CEQA Findings of Fact, a Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program (MMRP) for the Project in compliance with the CEQA Statute and the CEQA Guidelines.

The Final EIR, along with supporting studies, MMRP, CEQA Findings of Fact, and Statement of Overriding Considerations were attached to the February 24, 2026 Planning Commission Staff Report (**Attachment G**) and can be found on the City's website. A copy of the Final EIR can be found at the State Clearinghouse, and at the City's Community Development Department. The documents and other materials, which constitute the

record on which this decision is based, are maintained by the City's Community Development Department.

CONCLUSION: Staff recommends that the Planning Commission adopt Resolution No. 26-07, recommending that the City Council approve the Development Agreement between the City of South El Monte and Magellan Value Partners to dedicate 10.7 acres to the City of South El Monte for the future development of a public park at 825 Lexington-Gallatin Road, South El Monte, CA.

The Development Agreement implements the Project associated with General Plan Amendment No. 23-03, Zone Change No. 23-01, Subdivision No. 23-01, Tentative Parcel Map No. 084463, and Conditional Use Permit No. 23-07. On February 24, 2026, the Planning Commission found the Project consistent with the General Plan and recommended that the City Council certify the Final EIR (SCH No. 2024070062) and approve the related entitlements.

The Project would redevelop an underutilized site with a modern industrial facility appropriately located near SR-60, providing employment opportunities and generating new City revenues. In addition, the Development Agreement formalizes the Applicant's dedication of 10.7 acres for a future public park, resulting in long-term public and economic benefits to the community.

ATTACHMENT(S):

- A. Draft Resolution No. 26-07
- B. Draft Development Agreement No. 26-01
- C. Draft Public Open Space Agreement
- D. Resolution No. 26-02
- E. Resolution No. 26-03
- F. Resolution No. 26-04
- G. Feb 26, 2026 Planning Commission Staff Report

RESOLUTION NO. 26-07

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE RECOMMENDING CITY COUNCIL APPROVAL OF DEVELOPMENT AGREEMENT NO. 26-01 BY AND BETWEEN THE CITY OF SOUTH EL MONTE AND MVP SOUTH EL MONTE I, LLC

WHEREAS, California Government Code Section 65864 et seq. ("**Development Agreement Law**") authorizes the City of South El Monte ("**City**") to enter into binding Development Agreements with any person having a legal or equitable interest in real property for the development of such real property in order to establish certain vested development rights in the real property; and

WHEREAS, MVP South El Monte I, LLC ("**Owner**") possesses a legal or equitable interest in that certain real property located at 825 Lexington-Gallatin Road, which totals approximately 21.2 acres ("**Property**"); and

WHEREAS, Owner has requested approval of a Development Agreement ("**DA**") with the City for the development of the Property with two development sites: (i) a site for a future City public park on an approximately 10.7-acre portion of the Property ("**Public Open Space Site**") and (ii) a site for an industrial warehouse building on an approximately 10.5-acre portion of the Property ("**Industrial Building Site**"); and

WHEREAS, pursuant to the proposed DA, Owner will donate fee title interest in the Public Open Space Site to the City ("**Public Open Space Donation**"), subject to execution of a Real Property Donation Agreement by the Parties ("**Public Open Space Donation Agreement**"), and the Public Open Space Site will thereafter be developed by the City with public park improvements ("**City Public Open Space Improvements**"), and thereafter managed and operated by the City; and

WHEREAS, the DA will also permit Owner to construct an approximately 221,815 square foot industrial warehouse building with approximately 27 truck trailer doors; approximately 40 truck trailer parking spaces; approximately 277 passenger vehicle parking spaces; and other infrastructure, improvements and facilities ("**Industrial Building Improvements**") on the Industrial Building Site; and

WHEREAS, subject to approval from applicable state agencies, Owner proposes to install one billboard containing up to two digital displays (each display measuring up to 14 feet x 48 feet within the billboard frame) ("**Digital Billboard**") oriented toward State Route 60 on the northern portion of the Public Open Space Site, and if installed and under operation, Owner will provide financial benefits to the City related to the operation of the Digital Billboard, pursuant to the terms and conditions of the DA; and

WHEREAS, Owner will conduct limited site preparation on the Public Open Space Site, which will, at a minimum, include rough grading ("**Limited Public Open Space Site Preparation**"), prior to the City Public Open Space Improvements, and City's

reimbursement to Owner for the Limited Public Open Space Site Preparation, which could also include stormwater swale construction and certain other infrastructure improvements, is addressed in the Public Open Space Donation Agreement; and

WHEREAS, Owner will construct storage and drainage improvements on the Public Open Space Site and the Industrial Building Site for the required volume of potential flood waters from the Whittier Flood Control Basin ("**Storage Basin Improvements**"); and

WHEREAS, the Limited Public Open Space Site Preparation, Industrial Building Improvements, Digital Billboard, and Storage Basin Improvements are collectively referred to herein as the "**Owner's Project**." The City Public Open Space Improvements on the Public Open Space Site and related off-site improvements and associated costs are referred to herein as the "**City Public Open Space Project**." The Owner's Project and the City Public Open Space Project are collectively referred to herein as the "**Combined Project**;" and

WHEREAS, a Final Environmental Impact Report was prepared for the Combined Project (State Clearinghouse No. 2024070062) in accordance with the requirements of the California Environmental Act (California Public Resources Code Section 21000 et seq.) ("**CEQA**") and the CEQA Guidelines (California Code of Regulations Title 14, Section 15000 et seq.), which includes a required Mitigation Monitoring and Reporting Program ("**MMRP**") (collectively, the "**FEIR**"); and

WHEREAS, Owner's Project necessitates the following City approvals: (i) General Plan Land Use Map amendments (No. 23-03); (ii) Zoning Map amendments (No. 23-01); (iii) Conditional Use Permit (No. 23-07); (iv) certification of the FEIR; and (v) adoption of a statement of overriding considerations for the significant and unavoidable greenhouse gas emissions impact identified in the FEIR (collectively, "**Required City Project Approvals for Owner's Project**"), and Owner also proposes to subdivide the Property into two separate parcels, one for the Public Open Space Site and one for the Industrial Building Site (Subdivision No. 23-01) ("**Subdivision**"), however, no Subdivision is required for the Public Open Space Donation pursuant to the governmental agency conveyance exemption under the Subdivision Map Act (Government Code Section 66428(a)(2) and City Municipal Code Section 16.08.010(H); and

WHEREAS, on February 24, 2026, the City Planning Commission held a duly noticed public hearing on the Required City Project Approvals for Owner's Project and adopted Resolution No. 26-03, and 26-04, conditionally approving the Subdivision (No. 23-01) and Conditional Use Permit (No. 23-07) for Owner's Project, respectively ("**Planning Commission Project Approvals**"), and adopted Planning Commission Resolution No. 26-02 recommending that the City Council approve the other Required City Project Approvals for Owner's Project; and

WHEREAS, the proposed DA will provide community benefits to the City, in part because of the donation of the Public Open Space Site for a future City public park, job creation and tax revenues associated with the Industrial Building Improvements, and City's share of revenues associated with operation of the proposed Digital Billboard, and thus the

DA is in the best interests of City residents and the public health, safety, and welfare will be served by entering into the proposed DA; and

WHEREAS, on April 28, 2026, consistent with California Government Code Section 65867, the Planning Commission of the City (“**Planning Commission**”) held a duly noticed, full and fair hearing on the recommendation of approval of DA No. 26-01 to the City Council of the City (“**City Council**”).

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE HEREBY RESOLVES, DETERMINES, AND FINDS AS FOLLOWS:

SECTION 1. The Planning Commission hereby finds that the above recitals are true and correct and incorporated them herein by this reference.

SECTION 2. Pursuant to California Government Code Section 65867.5, the Planning Commission hereby recommends City Council approval of DA No. 26-01, subject to appropriate and reasonable City Council modifications to the text of the DA, based on the following findings:

- A. The provisions of DA No. 26-01 are consistent with the City’s General Plan and any applicable specific plan.

Findings of Fact:

Upon the City Council’s approval of all Required City Project Approvals for Owner’s Project, including without limitation General Plan Land Use Map amendments (No. 23-03), DA No. 26-01 shall be consistent with the City General Plan. The DA is also consistent with the City’s General Plan Land Use Element Goal 1.0 as the DA will assist in maintaining a balanced mix and distribution of land uses throughout the City by providing opportunities for continued industry and recreation associated with the Industrial Building Improvements and future City public park. Furthermore, the DA is consistent with the City’s General Plan Economic Development Element Goal 1.0 as the Industrial Building Improvements will maintain the City’s industrial base, accommodate new industrial businesses, and broaden the range of wages and skills in the City. Additionally, the Digital Billboard proposed in the DA will promote Goals 1.0 and 3.0 by advertising a wide range of business activity in the City and assisting with attraction of new local-serving commercial business.

SECTION 3. The Planning Commission hereby recommends the following condition:

1. The Development Agreement may be modified by the Director of Community Development or their Designee to the mutual consent of the City and the Applicant and as approved content and form by the City Attorney.

SECTION 4. The Planning Commission hereby adopts this Resolution recommending to the City Council the approval and execution of DA No. 26-01 through the adoption of an ordinance, and authorizes the City Attorney to make clarifying changes as necessary to effectuate the terms of the DA.

SECTION 5. In accordance with CEQA, a FEIR was prepared for the Combined Project (State Clearinghouse No. 2024070062), which includes a required MMRP. On February 24, 2026, the Planning Commission adopted Resolution No. 26-02 recommending that the City Council approve all Required City Project Approvals for Owner's Project, including without limitation, certification of the FEIR and adoption of a statement of overriding considerations for the significant and unavoidable greenhouse gas emissions impact identified in the FEIR.

SECTION 6. If any portion of this Resolution is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

SECTION 7. This Resolution shall take effect immediately upon its adoption.

SECTION 8. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 28th day of April, 2026.

Jackie Rubio, Chairperson

ATTEST:

Adrian Garcia, MMC, City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Adrian Garcia, City Clerk of the City of South El Monte, hereby certifies that the foregoing Resolution, being Resolution No. 26-07, was duly passed and approved by the Planning Commission of the City of South El Monte at a regular meeting of said Council held on the 28th day of April 2026, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Adrian Garcia, MMC, City Clerk

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL
TO:

CITY OF SOUTH EL MONTE
1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733
ATTN: CITY CLERK

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEE PER GOVERNMENT CODE SECTION 6103

**DEVELOPMENT AGREEMENT
NO. _____**

A DEVELOPMENT AGREEMENT BETWEEN

CITY OF SOUTH EL MONTE

AND

MVP SOUTH EL MONTE, LLC

DRAFT FOR PRELIMINARY DISCUSSION PURPOSES ONLY

March 12, 2025

Revised February 5, 2026

Revised April 15, 2026

TABLE OF CONTENTS

	<u>Page</u>
1. DEFINITIONS AND EXHIBITS	5
1.1 Definitions	5
1.2 Exhibits	6
2. PROVISION OF PUBLIC OPEN SPACE AND OTHER PUBLIC BENEFITS	6
3. GENERAL PROVISIONS.....	7
3.1 Recitals	7
3.2 Binding Effect of Agreement	7
3.3 Ownership of Property	7
3.4 Term	7
3.5 Transfer	7
3.6 Amendment or Cancellation of Agreement	8
3.7 Termination	8
3.8 Notices.....	9
4. DEVELOPMENT OF THE PROPERTY	10
4.1 Vested Right to Develop	10
4.2 Life of City Project Approvals.....	10
4.3 Effect of Agreement on Land Use Regulations	10
4.4 Timing of Development	11
4.5 Processing Applications for Subsequent Approvals	11
4.6 Owner's Project Modifications	11
5. DIGITAL BILLBOARD; FEES PAYABLE TO CITY	11
5.1 Ownership	11
5.2 Development Fee.....	11
5.3 Annual Fee	12
5.4 Nonliability of Individuals	12
5.6 City Sign Regulations	13
5.8 City Easement	13
5.9 Survival	13
6. PERIODIC REVIEW; NOTICE OF COMPLIANCE	13
6.1 Conducting the Periodic Review.....	13
6.2 Notice	14
6.3 Good Faith Compliance	14
6.4 Failure to Properly Conduct Periodic Review.....	14
6.5 Written Notice of Compliance	14

7.	DEFAULT; DISPUTE RESOLUTION; REMEDIES; POTENTIAL TERMINATION	14
7.1	Default and Default Cure Period	14
7.2	Dispute Resolution	15
7.3	Remedies	15
7.4	Termination of Agreement	15
7.5	Attorneys' Fees	15
8.	POTENTIAL THIRD-PARTY LITIGATION	16
8.1	Cooperation	16
8.2	Hold Harmless	16
8.3	Notice of Legal Action	16
9.	MORTGAGEE PROTECTIONS	17
9.1	Mortgagee Protection	17
9.2	Mortgagee Obligations	17
9.3	Notice of Default to Mortgagee	17
9.4	Notice of Certificate of Agreement Compliance	17
10.	MISCELLANEOUS PROVISIONS	17
10.1	Recordation of Agreement	17
10.2	Entire Agreement	17
10.3	Severability	17
10.4	Force Majeure	17
10.5	Interpretation and Governing Law	18
10.6	Section Headings	18
10.7	Other Miscellaneous Terms	18
10.8	Time of Essence	18
10.9	Waiver	18
10.10	No Third-Party Beneficiaries	18
10.11	Mutual Covenants	18
10.12	Successors in Interest	18
10.13	Counterparts	18
10.14	Jurisdiction and Venue	18
10.15	Project as a Private Undertaking	19
10.16	Further Actions and Instruments	19
10.17	Legally Binding Contract	19
10.18	Covenants Running with the Land	19
10.19	Authority to Execute	19

EXHIBIT LIST

EXHIBIT “A”	LEGAL DESCRIPTION OF PROPERTY
EXHIBIT “B”	MAP SHOWING PROPERTY AND ITS LOCATION
EXHIBIT “C”	SITE PLAN SHOWING INDUSTRIAL BUILDING SITE AND PUBLIC OPEN SPACE SITE
EXHIBIT “D”	FORM OF PUBLIC OPEN SPACE DONATION AGREEMENT
EXHIBIT “E”	DEPICTION OF INDUSTRIAL BUILDING IMPROVEMENTS ON INDUSTRIAL BUILDING SITE

DEVELOPMENT AGREEMENT NO. _____

This Development Agreement (hereinafter “**Agreement**”) is entered into as of the Effective Date, as defined below, by and among the CITY OF SOUTH EL MONTE (hereinafter “**City**”), a municipal organization, and MVP SOUTH EL MONTE I, LLC, a Delaware limited liability company (hereinafter “**Owner**”). City and Owner are, collectively, the “**Parties**,” and individually, a “**Party**”.

RECITALS

A. This Agreement pertains to the development of the property located at 825 Lexington-Gallatin Road (“**Property**”), which totals approximately 21.2 acres and is more particularly described in the legal description attached hereto as **Exhibit “A”** and shown on the map attached hereto as **Exhibit “B”**. The legal description of the Property will change following recordation of the Final Map for the proposed Subdivision (defined below).

B. The Property consists of two development sites: (i) a site for a future City public park on an approximately 10.7-acre portion of the Property (“**Public Open Space Site**”) and (ii) a site for an industrial warehouse building on an approximately 10.5-acre portion of the Property (“**Industrial Building Site**”), as shown on the site plan attached hereto as **Exhibit “C”**.

C. Owner will donate fee title interest in the Public Open Space Site to the City (“**Public Open Space Donation**”), subject to execution of a real property donation agreement by the Parties (“**Public Open Space Donation Agreement**”). A form of that agreement is attached hereto as **Exhibit “D”**. The City Manager is authorized to execute the Public Open Space Donation Agreement in substantially the same form as Exhibit D, as determined by the City Attorney. The Public Open Space Site will thereafter be developed by the City with public park improvements (“**City Public Open Space Improvements**”), and thereafter managed and operated by City pursuant to the Public Open Space Donation Agreement. As specified therein, the Public Open Space Donation Agreement includes conditions precedent that must be satisfied by the City prior to the Public Open Space Donation.

D. Owner will construct an approximately 221,815 square foot industrial warehouse building with approximately 27 truck trailer doors; approximately 40 truck trailer parking spaces; approximately 277 passenger vehicle parking spaces; and other infrastructure, improvements and facilities (“**Industrial Building Improvements**”) on the Industrial Building Site, as schematically depicted on **Exhibit “E”** attached hereto.

E. Subject to approval from applicable state agencies, Owner proposes to install one billboard containing up to two digital displays (each display measuring up to 14 feet x 48 feet within the billboard frame) (“**Digital Billboard**”). If installed, the Digital Billboard will be oriented toward State Route 60 on the northern portion of the Public Open Space Site in the general location depicted on Exhibit C. If installed and under operation, Owner will provide financial benefits to the City related to the operation of the Digital Billboard, as provided in Section 5 below.

F. Owner will conduct limited site preparation on the Public Open Space Site, which will, at a minimum, include rough grading (“**Limited Public Open Space Site Preparation**”), prior to the City Public Open Space Improvements. City reimbursement to Owner for the Limited

Public Open Space Site Preparation, which could also include stormwater swale construction and certain other infrastructure improvements, is addressed in the Public Open Space Donation Agreement.

G. Owner will construct storage and drainage improvements for the required volume of potential flood waters from the Whittier Flood Control Basin (“**Storage Basin Improvements**”). The Storage Basin Improvements will be located on the Public Open Space Site and the Industrial Building Site. The Storage Basin Improvements include but are not limited to (i) installation of a new storage basin approximately three (3) to ten (10) feet below the existing grade of Santa Anita Avenue and (ii) installation of a new gravity storm drain connection for the new storage basin, which will connect to an existing County Flood Control District pipeline along the northern Property line. The Industrial Building Improvements and City Public Open Space Improvements will be designed to accommodate the Storage Basin Improvements.

H. The Limited Public Open Space Site Preparation, Industrial Building Improvements, Digital Billboard and Storage Basin Improvements are collectively referred to herein as the “**Owner’s Project**.” The City Public Open Space Improvements on the Public Open Space Site and related off-site improvements and associated costs are referred to herein as the “**City Public Open Space Project**.” The Owner’s Project and the City Public Open Space Project are collectively referred to herein as the “**Combined Project**.”

I. The United States Army Corps of Engineers (“**USACE**”) has an easement across the Property to “overflow, flood and submerge” all or a portion of the Property in connection with the Whittier Flood Control Basin project (“**USACE Easement**”) pursuant to the covenants and conditions provided in an order and judgement entered on September 8, 1955 in an action by the United States of America in Case No. 9103, recorded October 9, 1958 in Book M131, Page 58, Official Records (“**Order**”). The Order requires written consent from the USACE for “the type and location of any structure and/or appurtenance thereto” in the USACE Easement.

J. Approval of the Combined Project by USACE is required pursuant to the USACE Section 408 Program, which is codified at United States Code Title 33 Section 40 (“**Section 408 Program**”). The purpose of the Section 408 Program is to verify that changes to an authorized USACE Civil Works project will not be injurious to the public interest and will not impair the usefulness of the applicable USACE project.

K. The Section 408 Permit application for the Combined Project was submitted to USACE on _____, 2025 and is expected to be issued by USACE in the summer of 2026 (together with any subsequent amendments thereto, the “**Section 408 Permit Approval**”) and will include various conditions of approval. Accordingly, the Parties acknowledge that both the Industrial Building Improvements and City Public Open Space Improvements will be subject to the Section 408 Permit Approval.

L. A Final Environmental Impact Report was prepared for the Combined Project (State Clearinghouse No. 2024070062) in accordance with the requirements of the California Environmental Act (California Public Resources Code Section 21000 *et seq.*) (“**CEQA**”) and the CEQA Guidelines (California Code of Regulations Title 14, Section 15000 *et seq.*), which includes a required Mitigation Monitoring and Reporting Program (“**MMRP**”) (collectively, the “**FEIR**”).

M. Owner's Project necessitates the following City approvals: (i) General Plan Land Use Map amendments (No. 23-03); (ii) Zoning Map amendments (No. 23-01); (iii) Conditional Use Permit (No. 23-07); (iv) certification of the FEIR; and (v) adoption of a statement of overriding considerations for the significant and unavoidable greenhouse gas emissions impact identified in the FEIR (collectively, "**Required City Project Approvals for Owner's Project**"). Owner also proposes to subdivide the Property into two separate parcels, one for the Public Open Space Site and one for the Industrial Building Site (Subdivision No. 23-10; Tentative Parcel Map No. XXXX) ("**Subdivision**"). No Subdivision is required for the Public Open Space Donation pursuant to the governmental agency conveyance exemption under the Subdivision Map Act (Government Code Section 66428(a)(2) and City Municipal Code Section 16.08.010(H). Even so, the Subdivision has been deemed desirable by the Parties.

N. On February 24, 2026, the City Planning Commission held a duly noticed public hearing on the Required City Project Approvals for Owner's Project and adopted Resolution No. 26-03, and 26-04, conditionally approving the Subdivision (No. 23-01) and Conditional Use Permit (No. 23-07) for Owner's Project, respectively ("**Planning Commission Project Approvals**"). The City Planning Commission also adopted Resolution No. 26-02 recommending that the City Council approve the other Required City Project Approvals for Owner's Project.

O. On _____, 2026, the City Planning Commission held a duly noticed public hearing on this Agreement and adopted Resolution No. 26-XX recommending that the City Council approve this Agreement.

P. On _____, 2026, the City Council held a duly noticed public hearing on the Required City Project Approvals for Owner's Project and adopted City Council Motion No. _____ approving the remaining Required City Project Approvals for Owner's Project ("**City Council Project Approvals**").

Q. On _____, 2026, the City Council held a duly noticed public hearing on this Agreement and introduced Ordinance No. _____ approving this Agreement.

R. On _____, 2026, the City Council held a duly noticed public hearing on this Agreement and adopted Ordinance No. _____ approving this Agreement, and that Ordinance will become effective thirty (30) calendar days thereafter on _____, 2026 ("**Effective Date**"). The City Council has conducted all necessary proceedings in accordance with the City's rules and regulations for the approval of this Agreement.

S. The City is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Article 11, Section 7 of the California Constitution and Section 65864, *et seq.* ("**Development Agreement Law**") of the California Government Code ("**Government Code**").

T. By electing to enter into this Agreement, the City shall bind current and future City Councils by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of the City.

U. The terms and conditions of this Agreement have undergone extensive review by the City, including but not limited to the City Council, and have been found to be fair, just, and reasonable.

V. The best interests of the citizens of the City and the public health, safety and welfare will be served by entering into this Agreement.

W. All of the procedures of CEQA have been met with respect to the Owner's Project and this Agreement. The Parties acknowledge that the City Public Open Space Project was conceptually analyzed in the FEIR based on conservative assumptions; however, additional environmental review under CEQA could be required depending on the final scope of the City Public Open Space Project.

X. This Agreement and Owner's Project are consistent with the City General Plan and City Municipal Code, as modified by the City Council Project Approvals for Owner's Project.

Y. All actions taken, and approvals given by the City have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters.

Z. This Agreement will confer substantial private benefits on Owner by granting vested rights to construct Owner's Project on the Property in accordance with the provisions of this Agreement.

AA. The Owner's Public Open Space Donation and related City Public Open Space Project will provide community benefits to the City, in part because of the size of the Public Open Space Site and its proximity to existing public parks and recreational facilities ("**Public Open Space Benefits**"). Owner's Project will provide additional community benefits to the City, in part because of newly created (i) employment opportunities during construction and occupancy of the Industrial Building Improvements, (ii) property and sales and use tax revenues that the City will receive as part of the Industrial Building Improvements, and (iii) the City Revenue Share (as defined in Section 5.2 below) for the Digital Billboard ("**Additional Community Benefits**"). The Public Open Space Benefits and Additional Community Benefits are hereinafter referred to collectively as the "**Public Benefits.**" The City has determined that development of Owner's Project on the Property in accordance with this Agreement and Owner's provision of Public Benefits will provide substantial benefits to the City and will further important policies and goals of the City.

BB. This Agreement will eliminate uncertainty in planning and provide for the orderly development of Owner's Project on the Property and generally serve the purposes for which a Development Agreement under the Development Agreement Law is intended.

CC. Owner wishes to avoid certain development risks and uncertainties that would, in the absence of this Agreement, deter and discourage Owner from making a commitment to implement Owner's Project and provide the Public Benefits. The following assurances are of vital concern to Owner to offset or remove the disincentives and uncertainties:

a. Assurance to Owner that, in return for Owner's commitment to Owner's Project and related Public Benefits, the City will in turn remain committed to the development of Owner's Project in accordance with the terms of this Agreement.

b. Assurances to Owner that it will be allowed to develop the types and intensities of uses proposed as part of Owner's Project on the Property.

DD. The Parties agree that the consideration to be received by City pursuant to this Agreement, including but not limited to the Public Benefits and Storage Basin Improvements on the Public Open Space Site, and the rights secured to Owner hereunder constitute sufficient consideration to support the mutual and respective covenants and agreements of the Parties. By entering into this Agreement, the City desires to vest in Owner certain rights and approvals as specified in this Agreement.

AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Law and in consideration of the above Recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS AND EXHIBITS

1.1 **Definitions.** The following terms when used in this Agreement shall be defined as follows unless otherwise defined herein.

“Development” or “Develop” means the improvement of the Property for the purposes of completing Owner's Project including, but not limited to grading and construction of the Storage Basin Improvements.

“Mortgage” means any mortgage, deed of trust, sale and leaseback arrangement (in which the Property, or a portion thereof or an interest therein, is sold by Owner and leased back concurrently therewith, which arrangement is subject to no prior contractual encumbrances securing payment of money), or other transaction in which the Property, or a portion thereof or an interest therein is pledged as security contracted in good faith and for fair value.

“Mortgagee” means the holder or beneficiary of any Mortgage covering all or part of the Property or any successor and assignee of any such Mortgage holder or beneficiary.

“Subsequent Approvals” means those certain other land use approvals, entitlements, and permits by the City other than the Planning Commission Project Approvals and City Council Project Approvals (together, **“City Project Approvals”**) for Owner's Project which are necessary or desirable for Owner's Project. The Subsequent Approvals may include, without limitation, the following: amendments to the City Project Approvals for Owner's Project, grading permits, building permits, sign permits, encroachment permits, sewer and water connection permits, certificates of occupancy, and any amendments to any of the foregoing.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A"	Legal Description of Property
Exhibit "B"	Map Showing Property and Its Location
Exhibit "C"	Site Plan Showing Industrial Building Site and Public Open Space Site
Exhibit "D"	Form of Public Open Space Donation Agreement
Exhibit "E"	Depiction of Industrial Building Improvements on Industrial Building Site

2. PROVISION OF PUBLIC OPEN SPACE AND OTHER PUBLIC BENEFITS

2.1 The Parties intend to provide consideration to the public to balance the private benefits conferred on Owner under this Agreement by requiring that Owner install the Storage Basin Improvements on the Public Open Space Site and provide the Public Open Space Donation to the City, as set forth in this Agreement, the Section 408 Permit Approval, and the Public Open Space Donation Agreement.

2.2 Owner shall be responsible for designing and constructing the Storage Basin Improvements on the Public Open Space Site pursuant to the Section 408 Permit Approval prior to construction of the City Public Open Space Project. City reimbursement to Owner for City's portion of the cost of the Storage Basin Improvements is addressed in the Public Open Space Donation Agreement.

2.3 As further provided in the Public Open Space Donation Agreement, the City shall be responsible, at its sole cost and expense, for the City Public Open Space Project, including but not limited to the design, construction, operation, maintenance and repair of City Public Open Space Improvements.

2.4 The City Council hereby determines, pursuant to Government Code Section 65402, that the City's acquisition of fee title to the Public Open Space Site pursuant to the Public Open Space Donation Agreement will be consistent with the City's General Plan.

2.5 The City Manager is authorized to execute the Public Open Space Donation Agreement in substantially the same form as **Exhibit "D"**, as determined by the City Attorney.

3. GENERAL PROVISIONS

3.1 Recitals. All of the foregoing Recitals are deemed to be true and are incorporated herein as a part of this Agreement.

3.2 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

3.3 Ownership of Property. Owner represents and covenants that, as of the Effective Date, it is the owner of a legal or equitable interest in the Property.

3.4 Term. The term of this Agreement (“**Term**”) shall commence upon the Effective Date and shall continue for a period of ten (10) years (“**Expiration**”) unless earlier terminated pursuant to Section 3.7, below.

3.5 Transfer.

3.5.1 Right to Transfer. Owner shall have the right to sell, assign, lease, sublease, or otherwise transfer legal or equitable interest in the Industrial Building Site (“**Transfer**”) in whole or in part, provided that no partial Transfer shall violate the Subdivision Map Act, to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such Transfer shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No Transfer of any right or interest under this Agreement shall be made unless made together with the Transfer of all or a part of the Industrial Building Site.

(b) Concurrent with any such Transfer, or within thirty (30) calendar days thereafter, Owner shall notify the City, in writing, of such Transfer and shall provide the City with an executed agreement by the transferee providing therein that the transferee expressly and unconditionally assumes the applicable duties and obligations of Owner under this Agreement.

(c) Notwithstanding the failure of any transferee to execute the agreement required by Paragraph (b) of this Subsection 3.5.1, the burdens of this Agreement shall be binding upon such transferee, but the benefits of this Agreement shall not inure to such transferee until and unless such agreement is executed.

3.5.2 Release of Transferring Owner.

(a) Notwithstanding any Transfer, a transferring Owner shall continue to be obligated under this Agreement until the full satisfaction by such transferring Owner of the following conditions and upon such satisfaction shall be released from the obligations under this Agreement: (i) Owner no longer has a legal or equitable interest in all or any part of the Industrial Building Site; (ii) Owner is not then in Default (as defined in Section 7.1 below) under this Agreement; and (iii) Owner has provided the City with the notice and executed agreement required under Section 3.5.1(b) above.

(b) If requested by the transferring Owner, the City shall promptly memorialize such release in writing upon satisfaction of the foregoing conditions. A Default (as defined in Section 7.1 below) under this Agreement by Owner shall not be considered or acted upon by the City as a Default by the transferee and shall not affect the transferee's rights or obligations hereunder. Likewise, a Default by a transferee relating to the transferred property shall not be considered or acted upon by the City as a Default by Owner and shall not affect Owner's rights and obligations hereunder.

3.5.3 Subsequent Transfer. Any subsequent Transfer after an initial Transfer shall be made only in accordance with and subject to the terms and conditions of this Section 3.5.

3.6 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only by written consent of all Parties in the manner provided for in Government Code Section 65868 or 65865.1. This provision shall not limit any remedy of the City or Owner as provided by this Agreement. In the case of amendments affecting portions of the Industrial Building Site, only the consent of the owner of such portion of the Industrial Building Site shall be required so long as the amendment does not diminish the rights appurtenant to or increase the burdens upon any other portion of the Industrial Building Site.

3.7 Termination.

3.7.1 This Agreement shall be deemed terminated and of no further effect ("**Termination**") upon the occurrence of any of the following events:

(a) Expiration of the stated Term of this Agreement as set forth in Section 3.4 above.

(b) Entry of a final judgment by a court of competent jurisdiction setting aside, voiding or annulling the adoption of the Ordinance approving this Agreement, provided the time for filing any return to writ has also expired.

(c) The final adoption of a referendum measure overriding or repealing the Ordinance approving this Agreement, including the entry of a final judgment in any legal challenge to such referendum or the expiration of the limitations period for filing such challenge.

(d) The termination by the City or Owner as permitted pursuant to Section 7.4 below.

(e) Owner's election to terminate this Agreement. If Owner elects not to Develop Owner's Project on the Property in accordance with the City Project Approvals, Owner shall provide notice of said election to the City. Following receipt of Owner's notice of election to terminate this Agreement in whole or in part, Owner and the City shall execute an appropriate instrument in recordable form evidencing such termination.

3.7.2 Upon Termination, no Party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such Termination or with respect to any Default (as defined in Section 7.1 below) in the performance of the

provisions of this Agreement which has occurred prior to such Termination or with respect to any obligations which are specifically set forth as surviving this Agreement.

3.8 Notices.

3.8.1 As used in this Agreement, “notice” includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment, or other communication required or permitted hereunder: (i) when hand delivered to the other Party; (ii) five (5) business days after such notice has been sent by United States mail via certified mail, return receipt requested, postage prepaid, and addressed to the other Party as set forth below; or (iii) two (2) business days after such notice has been deposited with a national overnight delivery service (Federal Express, United Parcel Service, U.S. Postal Service or such other delivery service as is approved in writing by the Parties), fees prepaid, addressed to the Party to whom notice is being sent as set forth with next Business-Day delivery guaranteed.

3.8.2 Unless otherwise provided in writing, all notices hereunder shall be addressed as follows:

If to the City:

City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733

with copies to:

City Manager
1415 Santa Anita Avenue
South El Monte, CA 91733

and to:

City Community Development Director
1415 Santa Anita Avenue
South El Monte, CA 91733

and to:

City Attorney
Olivarez Madruga Law Organization LLP
500 S. Grand Avenue
12th floor
Los Angeles, CA 90071

If to Owner:

Magellan Value Partners, Managing Director
10877 Wilshire Boulevard

Suite 1407
Los Angeles, CA 90024

with copies to:

Allen Matkins Leck Gamble Mallory & Natsis LLP
Three Embarcadero Center
12th Floor
San Francisco, CA 94111

and to:

Allen Matkins Leck Gamble Mallory & Natsis LLP
865 South Figueroa Street
Suite 2800
Los Angeles, CA 90017

3.8.3 Any Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a Party or an officer or representative of a Party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by any such change.

4. DEVELOPMENT OF THE PROPERTY

4.1 Vested Right to Develop. Subject to the terms of this Agreement, Owner shall have a vested right to Develop Owner's Project on the Property during the Term of this Agreement in accordance with the City Project Approvals. The City covenants that it will not initiate, so long as this Agreement remains in effect, any amendment to the General Plan or the zoning for the Property as established by the City Council Project Approvals in a manner that Owner reasonably deems contrary to its interest in, or use of, the Property.

4.2 Life of City Project Approvals. The term of the City Project Approvals shall automatically be extended for the longer of the Term of this Agreement (including any extensions) or the term otherwise applicable to such City Project Approvals.

4.3 Effect of Agreement on Land Use Regulations. In accordance with the terms of Government Code Section 65866, except as otherwise provided under the terms of this Agreement, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings and structures, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the City Project Approvals and any amendments thereto. The City Project Approvals shall continue to apply to Owner's Project and to the reconstruction of any Owner's Project improvements damaged or destroyed from any cause. Except as otherwise provided in this Agreement, no amendment, revision of, or addition to the City Project Approvals that would affect Owner's Project or increase the obligations or decrease the rights of Owner hereunder or under the City Project Approvals shall be made without Owner's consent, whether adopted or approved by the City Council or any office, board commission or other agency of the City.

4.4 Timing of Development. The Parties acknowledge that Owner cannot at this time predict when or the rate at which the Property will be Developed for Owner's Project. Such decisions depend upon numerous factors which are not within the control of Owner, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465 that the failure of the Parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such Parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that Owner shall have the right to Develop the Property for Owner's Project in such order and at such rate and at such times as Owner deems appropriate within the exercise of its subjective business judgment.

4.5 Processing Applications for Subsequent Approvals. By approving the City Project Approvals and this Agreement, the City has found and made a final policy decision that Owner's Project is in the best interests of the public health, safety and general welfare. Accordingly, the City shall not use its discretionary authority in considering any application for Subsequent Approvals to change the policy decisions reflected by the City Project Approvals and this Agreement, or otherwise to prevent or delay development of Owner's Project as set forth in the City Project Approvals. Instead, the Subsequent Approvals shall be deemed to be tools to implement those final policy decisions and shall be issued by the City so long as they comply with this Agreement and are in substantial conformance with the City Project Approvals.

4.6 Owner's Project Modifications. Minor modifications to the City Project Approvals may be approved by the City Community Development Director or their designee. Unless otherwise required by law, as determined in the City's reasonable discretion, a change to the City Project Approvals shall be deemed "minor" and may be approved by the City Community Development Director or their designee provided such change does not: (i) increase the square footage of the building(s) on the Industrial Building Site in excess of ten (10) percent of the gross floor area (as defined in City Municipal Code Section 17.02.020) approved by the City pursuant to the City Project Approvals; (ii) increase the height of the building(s) on the Industrial Building Site in excess of ten (10) percent of the maximum building height (as defined in City Municipal Code Section 17.02.020) approved by the City pursuant to the City Project Approvals; or (iii) constitute a project requiring a subsequent or supplemental environmental impact report pursuant to CEQA Section 21166.

5. DIGITAL BILLBOARD; FEES PAYABLE TO CITY

5.1 Ownership. Owner shall retain ownership of the Digital Billboard notwithstanding the fact that the Digital Billboard will be located on the Public Open Space Site.

5.2 Development Fee. Owner shall pay to the City a one-time fee for the Digital Billboard, which shall be thirty thousand dollars (\$30,000) ("**Development Fee**"). The Development Fee shall be payable upon issuance of all required City permits for the construction and operation of the Digital Billboard.

5.3 Annual Fee. For each calendar year or portion thereof that the Digital Billboard, if any, is in operation for paid advertising purposes, Owner shall pay to the City an annual fee for a

period of thirty (30) years, which shall be calculated per digital face of the Digital Billboard (“**Annual Fee**”). The Annual Fee for the first five (5) years shall be fifty thousand dollars (\$50,000) per digital face. The Annual Fee shall be increased every five (5) years (each, an “**Adjustment Period**”) in proportion to the adjustment over the same time to the U.S. all items Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim area, based upon the most recent month of publicly available CPI data available as of January 31 of the year of such increase; (each, a “**CPI Increase**”). Notwithstanding the foregoing, if any one or more of the digital faces of the Digital Billboard is/are permanently reduced, removed (other than removal for repair or replacement) or destroyed (in its entirety), the Annual Fee shall be prorated from the date the digital face(s) is/are permanently removed.

5.4 Revenue Sharing. For each calendar year or portion thereof that the Digital Billboard, if any, is in operation for paid advertising purposes, Owner shall pay to the City a portion of the annual profit generated by the Digital Billboard, which shall be an amount equal to six percent (6%) of the net profit advertising revenue made from Digital Billboard during the preceding calendar year (“**City Revenue Share**”).

5.5 Maintenance and Operation. Owner shall at its sole cost and expense pay for all maintenance and operation costs associated with operating the Digital Billboard. Should the Site and/or Digital Billboard not be maintained in accordance with all City laws, codes and ordinances, City shall provide Owner with thirty (30) day notice to comply with such laws, codes and ordinances before Owner shall be required to remove the Digital Billboard at its sole cost and expense. Owner will maintain and operate the Digital Billboard in such working condition so that it runs 24-hours per day, except for periods of commercially reasonable routine maintenance.

5.6 City’s Use of Billboard. During the entire Term of this Agreement, Owner shall permit the City to place public service announcements images or advertisements for City or City Business purposes including advertising or promoting City related non-profit activities pro bono and In-City businesses and related business activities and events in the current rotation of display images on either side of the Digital Billboard spread out evenly during a 24 hour day at no cost to the City; provided that in no event shall the City receive less than three percent (3%) of the total advertising flips (each flip being 8 seconds of time) per day. On a best-effort basis, Owner will provide City with additional Digital Billboard usage for vacant time whereby City will have first usage opportunities for vacant time.

5.7 Public Safety Announcements. The Digital Billboard shall be connected into and utilized in connection with the Amber Alert communications network established by the U.S. Department of Justice. Owner shall further cooperate with the City, Caltrans, the Federal Emergency Management Agency or any other federal or state emergency management or public safety authority to display public health and safety emergency alerts in the event of natural disasters or other emergency events at no cost to the City or other applicable agency or authority.

5.8 Discount Advertising. Owner shall offer a fifteen percent (15%) discount off its applicable rates for display of advertising on the Digital Billboard to any current, active City of South El Monte In-City Business (brick and mortar) holding a City-issued business license located in the City of South El Monte.

5.9 City Signage. Owner shall install and maintain on both sides of the Digital Billboard above the display panel a sign reading “City of South El Monte” or “South El Monte” and the City logo (the “**City Signage**”). The design of City Signage shall be approved by the City. City and Owner will determine the size and placement of the City Signage by mutual agreement. City Signage shall be illuminated to the satisfaction of City, and as mutually agreed, and will be illuminated from dawn until dusk.

5.10 Restricted Use. Owner shall not utilize any of the displays on the Digital Billboard to advertise for non-commercial purposes, excluding those described in Section 5.5 and 5.6. Additionally, Owner shall not advertise for any commercial or non-commercial purposes involving tobacco including e-cigarettes and vaping, marijuana, hashish, “strip clubs,” adult entertainment businesses, sexually oriented materials, or use sexually oriented images, or use sexually oriented language, unless approved by City in its sole discretion. Further, Owner shall not utilize any of the displays on the Digital Billboard to advertise or communicate any matter that may be prohibited by State or Federal law, political campaign finance law, and any City ordinance existing as of the Effective Date of this Agreement, or as may be amended or implemented from time-to-time after the Effective Date and equally-applicable to all billboard displays by any duly and valid City ordinance. The Digital Billboard shall at all times be constructed and operated in a manner consistent with the Outdoor Advertising Act of the State of California (Business & Professions Code sections 5200 *et seq.*) and other applicable State and Federal laws and regulations.

5.11 Insurance. On or prior to the Effective Date and until completion of the Term, Owner shall, at its sole cost and expense, keep or cause to be kept in force for Owner general liability insurance against claims and liabilities for bodily injury, death or property arising out of or in connection with Owner’s activities on the Site under this Agreement and for claims and liabilities. Such insurance shall name the City as an additional insured and shall have the following limits: (i) at least Two Million Dollars (\$2,000,000) for bodily injury or death to any one person, (ii) at least Four Million Dollars (\$4,000,000) for any one accident or occurrence, and (iii) at least One Million Dollars (\$1,000,000) for property damage. Within seven (7) days after written request from the City, Owner shall also furnish or cause to be furnished to the City evidence that any contractors with whom Owner has contracted for the performance of any work for which Owner is responsible maintains the same coverage required of Owner.

5.12 Further Agreements. Following the thirty (30) year Annual Fee and Revenue Share term generally described in this Agreement, Owner and City will negotiate further Digital Billboard agreement(s) (“Further Agreements”) that provide for City Annual Fee or Revenue Share, in perpetuity, and for a time equal to the operational life of the Digital Billboard. Commercial terms for the Further Agreements will be based on the customary market terms for similar Digital Billboards then in effect and negotiated and agreed by the parties at that time.

5.13

5.14 Revenue Sharing. For each calendar year or portion thereof that the Digital Billboard, if any, is in operation for paid advertising purposes, Owner shall pay to the City a portion of the annual revenue generated by the Digital Billboard, which shall be an amount equal to six percent (6%) of the gross advertising revenue made from Digital Billboard during the preceding calendar year (“**City Revenue Share**”).

5.15 Revenue Reporting. Within ninety (90) calendar days following the end of each calendar year, Owner shall furnish to the City a statement in writing, certified by Owner to be correct, showing the total gross advertising revenues made from the Digital Billboard, if any, during the preceding calendar year. Owner's gross advertising revenue specifically excludes advertising agency fees paid to the advertiser's advertising agency and/or brokerage fees paid to the sales brokers other than Owner. Furthermore, the gross advertising revenue is based solely on the basic advertising size, as recorded on the City sign permit, and does not include free form cutouts, solid extensions, back-lit displays, 3D presentations, tri-vision, stretch faces, additional artwork reproductions or any other special treatment or appurtenances as required by the advertiser.

Term of City Revenue Share. Owner's City Revenue Share obligation shall continue in full force and effect for the Term of this Agreement unless (i) this Agreement is earlier terminated pursuant to Section 3.7 above or (ii) the Digital Billboard is permanently removed (other than removal for repair or replacement).

5.16 Nonliability of Individuals. No officer, official, member, employee, agent, or representatives of Owner shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, or representative.

5.17 Regulation by Other Public Agencies; Compliance. The Parties acknowledge that other public agencies not subject to control by the City possess authority to regulate aspects of the Digital Billboard, and this Agreement does not limit the authority of such other public agencies. The Parties acknowledge and represent that Owner shall at all times comply with all applicable federal and state laws and regulations applicable to the Digital Billboard. Owner shall comply with state law regarding the limitation of light or glare, or such other standards as adopted by the Outdoor Advertising Association of America, Inc., including but not limited to, the 0.3 foot-candles limitation over ambient light levels. Owner shall, at all times, comply with the approval for the Digital Billboard from the California Department of Transportation Outdoor Advertising Division. Owner agrees not to commence construction of the Digital Billboard until it receives the applicable Caltrans approvals for the Digital Billboard.

5.18 City Sign Regulations. The Parties acknowledge that the City's Advertising Signs regulations, which are codified in City Municipal Code Chapter 17.15, prohibit signs on public property. The Parties acknowledge that the Digital Billboard will be located on the northern portion of the Property, which, as of the Effective Date of this Agreement, is owned in its entirety by Owner. The City agrees that the Public Open Space Donation contemplated by this Agreement shall not result in any future prohibition of the Digital Billboard on the Public Open Space Site or any legal nonconforming status determination by the City. The City further agrees (i) that a conditional use permit is not required for an off-site advertising sign in the City's Commercial or Manufacturing zoning districts, including the Property and (ii) the requirements set forth in City Municipal Code Section 17.15.090 (regulation of off-site signs) shall not apply to the Digital Billboard.

5.19 City Cooperation. City agrees to all building and electrical permits needed for Owner to acquire the Caltrans approvals for the Digital Billboard. City shall not obstruct the view of any portion of the digital faces of the Digital Billboard from the public right-of-way.

5.20 City Easement. City agrees to grant an easement to Owner for Owner's access, operation, and maintenance of the Digital Billboard, as set forth in the Public Open Space Donation Agreement.

5.21 Survival. The terms of this Section 5 shall survive the termination of this Agreement.

6. PERIODIC REVIEW; NOTICE OF COMPLIANCE

6.1 Conducting the Periodic Review. Throughout the Term of this Agreement, at least once every twelve (12) months following the Effective Date, the City shall review the extent of good-faith compliance by Owner with the terms of this Agreement ("**Periodic Review**"). This Periodic Review shall be conducted by the City Community Development Director or his/her designee and shall be limited in scope to compliance with the terms of this Agreement pursuant to Government Code Section 65865.1.

6.2 Notice. At least ten (10) business days prior to each Periodic Review, Owner shall be permitted an opportunity to respond to the City's evaluation of Owner's good-faith compliance, at Owner's election. Such response shall be made to the City Community Development Director.

6.3 Good Faith Compliance. During each Periodic Review, the City Community Development Director shall review Owner's good-faith compliance with the terms of this Agreement. At the conclusion of each Periodic Review, the City Community Development Director shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Owner has complied in good faith with the terms and conditions of this Agreement. The decision of the City Community Development Director shall be appealable by Owner to the City Council. If the City Community Development Director finds and determines that Owner has not complied with such terms and conditions, the City Community Development Director may recommend to the City Council that it terminate or modify this Agreement by giving written notice of its intention to do so, in the manner set forth in Government Code Sections 65867 and 65868. The costs incurred by the City in connection with the Periodic Review process described herein shall be shared equally by Owner and the City.

6.4 Failure to Properly Conduct Periodic Review. If the City fails, during any calendar year, to either (i) conduct the Periodic Review or (ii) notify Owner in writing of the City's findings and determinations, pursuant to a Periodic Review, as to Owner's good-faith compliance with the terms of this Agreement and such failure remains uncured as of December 31 of any year during the term of this Agreement, such failure shall be conclusively deemed a finding and determination by the City of Owner's compliance with the terms of this Agreement ("**Deemed Compliance**"). In no event shall any Deemed Compliance be considered a waiver of any unknown Default (as defined in Section 7.1 below) of Owner by the City.

6.5 Written Notice of Compliance. The City shall, upon request by Owner, issue a certificate of Agreement compliance to Owner within ten (10) business days after receipt of written

notice from Owner stating that upon the information known or made known to the City (i) this Agreement remains in effect and (ii) Owner is not in Default (as defined in Section 7.1 below) (“**Certificate of Agreement Compliance**”). Owner shall have the right, in Owner’s sole discretion, to record such Certificate of Agreement Compliance. Any such Certificate of Agreement Compliance may be relied upon by any prospective purchaser or Mortgagee of all or any portion of the Property.

7. DEFAULT; DISPUTE RESOLUTION; REMEDIES; POTENTIAL TERMINATION

7.1 Default and Default Cure Period. Any failure by either Party to perform any material term or provision of this Agreement shall constitute a default under this Agreement (“**Default**”), provided that the Party alleging the Default shall give the other Party advance written notice of the Default and thirty (30) calendar days to cure such Default, or, if the nature of the Default is such that it cannot be cured within thirty (30) calendar days, the Party receiving notice shall not be in Default if the Party commences performance of its obligations within the thirty (30) calendar day period and diligently completes that performance (“**Cure Period**”). The written notice of Default shall specify in detail the nature of the alleged failure, and where appropriate, the manner in which said failure might be cured. For the avoidance of any doubt, any Default cured during the Cure Period shall not be deemed a Default under this Agreement.

7.2 Dispute Resolution. With regard to any dispute involving this Agreement or Development of Owner’s Project, including but not limited to a Default that has not been cured during the Cure Period (“**Dispute**”), the Parties shall meet to attempt in good faith to resolve any such Dispute. Nothing in this Section 7.2 shall in any way be interpreted as requiring that Owner and the City and/or the City’s designee reach an agreement with regard to the Dispute, nor shall the outcome of these meetings be binding in any way on the City or Owner unless expressly agreed to by the parties to such meetings. If any Dispute is not resolved within sixty (60) calendar days after the parties first meet, or such longer period as the parties mutually agree, then each Party may pursue all legal and equitable remedies available to it pursuant to Section 7.3 below.

7.3 Remedies. The Parties acknowledge that the City and Owner would not have entered into this Agreement if the City or Owner would be liable in damages under, or with respect to, this Agreement or the application thereof. The City and Owner shall not be liable in damages to one another, or to any assignee, transferee or any other person, and both the City and Owner covenant not to sue for or claim damages under this Agreement. Each Party shall have the right to (i) bring any proceeding in the nature of specific performance, injunctive relief or mandamus, and/or (ii) bring any action at law or in equity as may be permitted by law or this Agreement. The Parties acknowledge that monetary damages and remedies at law generally are inadequate upon the occurrence of a Default. Therefore, specific performance or other extraordinary equitable relief (such as injunction) is an appropriate remedy for the enforcement of this Agreement, other remedies at law being inadequate under all the circumstances pertaining as of the Effective Date of this Agreement and any such equitable remedy shall be available to the Parties. Notwithstanding the foregoing, this Section 7.3 shall not apply to any dispute related to the Public Open Space Donation Agreement, Section 408 Permit Approval or City Revenue Share.

7.4 Termination of Agreement.

7.4.1 Subject to the Default cure process described in Section 7.1 above and the Dispute resolution process described in Section 7.2 above, the City may terminate this Agreement due to a Default of Owner. If the City elects to consider terminating this Agreement due to a Default of Owner, then the City shall provide written notice of intent to terminate this Agreement to Owner and the matter shall be scheduled for consideration and review by the City Council at a duly noticed and conducted public hearing, which hearing shall be scheduled at least thirty (30) calendar days after written notice is provided to Owner. Owner shall have the right to offer written and oral evidence prior to or at the time of said public hearing.

7.4.2 Subject to the Default cure process described in Section 7.1 above and the Dispute resolution process described in Section 7.2 above, Owner may terminate this Agreement due to a Default of the City.

7.5 Attorneys' Fees. Should any legal action be brought by either Party against the other for a Default under this Agreement or to enforce or interpret any provision hereof, the Party prevailing in such action shall be entitled to recover against the non-prevailing Party its reasonable attorneys' fees and costs incurred in such action.

8. POTENTIAL THIRD-PARTY LITIGATION

8.1 Cooperation. If any administrative, legal, or equitable action or other proceeding instituted by any person not a party to this Agreement challenges the validity of any provision of this Agreement, any of the City Project Approvals, or Subsequent Approvals, the Parties shall cooperate in defending such challenge. If, as a result of such challenge, all or any portion of this Agreement, any of the City Project Approvals, and/or Subsequent Approvals are set aside or otherwise made ineffective by any judgement in such action or proceeding based on procedural, substantive, or other deficiency (collectively, "**Deficiencies**"), the Parties agree to use their respective best efforts to amend, as applicable, and sustain and reenact or readopt, as applicable, this Agreement, the City Project Approvals, and/or Subsequent Approvals to cure the Deficiencies.

8.2 Hold Harmless. To the maximum extent permitted by law, Owner shall hold the City and its elected and appointed officers, agents, employees, and representatives harmless from claims, costs, and liabilities for any personal injury, death, or property damage which is a result of the construction of Owner's Project, or of operations performed under this Agreement by Owner or Owner's contractors, subcontractors, agents or employees, whether such operations were performed by Owner or any of Owner's contractors, subcontractors, agents or employees (collectively, "**Claims**"). Nothing in this section shall be construed to mean that Owner shall hold the City harmless from any Claims arising from, or alleged to arise from, any act, failure to act, on the part of the City, its elected and appointed representatives, offices, agents, employees and representatives. Furthermore, nothing in this section shall be construed to mean that Owner shall hold the City harmless from any Claims arising from, or alleged to arise from, the City Public Open Space Project, the Public Open Space Donation Agreement, the Section 408 Permit Approval, or City Revenue Shar.

8.3 Notice of Legal Action. With respect to any Claims falling within Owner's hold harmless obligations under Section 8.2 above:

8.3.1 The City shall promptly notify Owner of any such Claims, including any action or proceeding with respect thereto, and the City shall cooperate in the defense thereof, save and except claims for damages arising through the sole active negligence or sole willful misconduct of the City or from breach of this Agreement by the City, and if the City fails to promptly notify Owner of any such claim, action or proceeding, or if the City fails to cooperate in the defense, Owner shall not thereafter be responsible to defend, indemnify, or hold harmless the City.

8.3.2 In the event of any action or proceeding challenging the effectiveness of this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such action or proceeding, including any appellate review, is pending, unless otherwise ordered by the court. Absent issuance of an injunction, Owner may elect to continue Development of Owner's Project on the Property under this Agreement pending completion of the action or proceeding but it shall do so at its sole risk, and the City shall not be liable for any loss suffered as a result thereof.

8.4 This Section 8 shall survive the Expiration or earlier Termination of this Agreement.

9. MORTGAGEE PROTECTIONS

9.1 Mortgagee Protection. This Agreement shall be superior and senior to all liens placed upon the Property or any portion thereof after the date on which this Agreement is recorded, including a Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, or diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against all persons and entities, including any Mortgagee, who acquires title to the Property or any portion thereof by foreclosure, trustee's sale, deed in-lieu-of foreclosure, voluntary transfer or otherwise.

9.2 Mortgagee Obligations. The City, upon receipt of a written request from a foreclosed Mortgagee, shall permit the Mortgagee to succeed to the rights and obligations of Owner under this Agreement, so long as all Defaults by Owner, if any, that are reasonably susceptible of being cured are cured by the Mortgagee as soon as reasonably possible, provided, however, that in no event shall such Mortgagee personally be liable for any of Owner's Defaults arising prior to acquisition of such Property by such Mortgagee. The foreclosing Mortgagee shall have the right to find a substitute for Owner to assume Owner's obligations, which substitute shall be subject to the provisions of Section 3.5 above.

9.3 Notice of Default to Mortgagee. If the City receives notice from Mortgagee requesting a copy of any written notice of Default given to Owner and specifying the address for service thereof, the City shall, within ten (10) business days, deliver to the Mortgagee, concurrently with service thereof to Owner, all notices given to Owner describing all claims by the City that Owner has committed a Default under this Agreement. Each Mortgagee shall have the right, but not the obligation, to cure a Default during the applicable Cure Period.

9.4 Notice of Certificate of Agreement Compliance. The City shall, upon request by Owner or any Mortgagee, issue a Certificate of Agreement Compliance to the Mortgagee within ten (10) business days after receipt of written notice.

10. MISCELLANEOUS PROVISIONS

10.1 Recordation of Agreement. This Agreement and any amendment, modification, termination or cancellation thereof shall be recorded with the County Recorder by the Clerk of the City Council within the period required by Government Code Section 65868.5.

10.2 Entire Agreement. This Agreement constitutes the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements of the Parties with respect to all or any part of the subject matter hereof, with the exception of the matters addressed in the Public Open Space Donation Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

10.4 Force Majeure. In the event that any Party hereto shall be delayed or hindered or prevented from performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, riots, insurrection, terrorism, war, pandemic, or other reason of similar nature not the fault of the Party delayed in performing the work or doing the acts required under the terms of this Agreement, then the performance of such act shall be excused for the period of the delay caused by the foregoing.

10.5 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof.

10.6 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.7 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive; the term "including" shall mean "including but not limited to."

10.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.9 Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

10.10 No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.11 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

10.12 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement.

10.13 Counterparts. This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

10.14 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in Los Angeles County and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

10.15 Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the Development of Owner's Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. With the exception of the Public Open Space Donation Agreement and City Revenue Share, the only relationship between the City and Owner is that of a government entity regulating the development of private property and the owner of such property.

10.16 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The Parties further agree to mutually cooperate with one another in carrying out the purposes of this Agreement.

10.17 Legally Binding Contract. It is the intent of the City and Owner that this Agreement is a legally binding contract which shall prevail over the provisions of any subsequently enacted moratoria, statutes, ordinances, limitations, or other measures, whether or not enacted by the City, or under the authority of the City by voter initiative or referendum, and whether or not such initiative, moratorium, referendum, statute, ordinance, limitation, or other measure relates, in whole or in part, to the rate, timing of the Development of Owner's Project, building permits, occupancy certificates, or other entitlement to use the Property which are issued by the City,

subject only to the rights and powers reserved to the City under the terms of this Agreement and the requirements of California law.

10.18 Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Property, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, Civil Code Section 1468.

10.19 Authority to Execute. The person executing this Agreement on behalf of Owner warrants and represents that he has the authority to execute this Agreement on behalf of his corporation, partnership or business entity and warrants and represents that he has the authority to bind Owner to the performance of its obligations hereunder.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

City:

CITY OF SOUTH EL MONTE

Dated: _____

By: _____
Mayor, City of South El Monte

ATTEST:

City Clerk

By: _____
Deputy

(SEAL)

DRAFT FOR DISCUSSION PURPOSES ONLY

ACKNOWLEDGMENT

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 _____)

On _____, 2025, before me, _____,
Notary Public, personally appeared _____, 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 of 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.

Signature _____ (Seal)

Owner:

MVP SOUTH EL MONTE I, LLC, a Delaware limited liability company

By: Magellan Value Partners, Its Manager

By: _____

Rick Martinez, Its Managing Director

Date: _____

DRAFT FOR DISCUSSION PURPOSES ONLY

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.

On _____, 2025, before me, _____,
Notary Public, personally appeared _____, 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 of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

Development Agreement No. ____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

DRAFT FOR DISCUSSION PURPOSES ONLY

Development Agreement No. ____

EXHIBIT “B”

MAP SHOWING PROPERTY AND ITS LOCATION

EXHIBIT “B”

-1-

Development Agreement No. ____

EXHIBIT “C”

**SITE PLAN SHOWING INDUSTRIAL BUILDING SITE
AND PUBLIC OPEN SPACE SITE**

EXHIBIT “C”

-1-

Development Agreement No. ____

EXHIBIT “D”

FORM OF PUBLIC OPEN SPACE DONATION AGREEMENT

Development Agreement No. ____

EXHIBIT “E”

**DEPICTION OF INDUSTRIAL BUILDING IMPROVEMENTS
ON INDUSTRIAL BUILDING SITE**

EXHIBIT “E”

-1-

CITY OF SOUTH EL MONTE
PUBLIC OPEN SPACE DONATION AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of ____, 2026 (“**Effective Date**”) by and between the CITY OF SOUTH EL MONTE, a California municipal corporation (“**City**”) and MVP SOUTH EL MONTE I, LLC, a Delaware limited liability company (hereinafter “**Donor**”). City and Donor are, collectively, the “**Parties**,” and individually, a “**Party**”.

2. RECITALS.

2.1 City. City is a general law city incorporated and existing under the laws of the State of California and located within the County of Los Angeles.

2.2 Donated Property. Donor is the fee title owner of that certain real property located within the jurisdictional boundaries of the City, which property is legally described in **Exhibit “A”** and shown on the map attached hereto as **Exhibit “B”** attached hereto and incorporated herein by this reference (“**Donated Property**”). Reference herein to Donated Property shall include all of Donor’s right, title and interest in and to any and all rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the Donated Property.

2.3 Development Agreement. As explained in the Development Agreement by and between the Parties, which was approved by City Council Ordinance No. XXXX on ____, 2026 (“**Development Agreement**”), Owner will donate fee title interest in the Donated Property subject to execution of this Agreement. The Donated Property will thereafter be developed by the City with public park improvements (“**City Public Open Space Improvements**”), and thereafter managed and operated by the City pursuant to this Agreement.

2.4 Projects. Donor’s project is referred to in the Development Agreement as “Owner’s Project” and includes Limited Public Open Space Site Preparation, Industrial Building Improvements, a Digital Billboard, and Storage Basin Improvements (as those terms are defined in the Development Agreement) (“**Donor’s Project**”). The City Public Open Space Improvements on the Donated Property are referred to in the Development Agreement as the “**City Public Open Space Project**.” Donor’s Project and the City Public Open Space Project are together referred to in the Development Agreement and herein as the “**Combined Project**.”

2.5 Conditions of Approval. The City Project Approvals (as defined in the Development Agreement) include conditions of approval, including but not limited to the following: (i) “Sewer Study shall be reviewed and approved by the City Engineer or his/her designee, prior to the issuance of permits [and] if sewer is found to be inadequate, sewer improvement plans shall be submitted to the City for approval and required improvements shall

be made at the sole cost to the property owner/developer;” (ii) “[Donor’s] Project shall be reviewed and approved by the City Traffic Engineer, prior to the issuance of permits [and] any mitigation measures shown on the traffic study if any shall be made at the sole cost to the property owner/developer;” and (iii) implementation of required mitigation measures pursuant to the Mitigation Monitoring and Reporting Program for the Combined Project (“**Conditions of Approval**”). The City acknowledges that certain of the Conditions of Approval could also be required for and/or would also benefit the City Public Open Space Project and agrees to reimburse Donor for its pro-rata share of any related costs expended by Donor, which shall be determined based on (i) the acreage of the Donated Property and Donor’s Project site or (ii) anticipated usage as agreed upon by the Parties (“**City’s Fair Share**”). These costs are referred to herein as the “**City Conditions of Approval Costs**”.

2.6 USACE Easement. The United States Army Corps of Engineers (“**USACE**”) has an easement across the Property to “overflow, flood and submerge” all or a portion of the Property in connection with the Whittier Flood Control Basin project (“**USACE Easement**”) pursuant to the covenants and conditions provided in an order and judgement entered on September 8, 1955 in an action by the United States of America in Case No. 9103, recorded October 9, 1958 in Book M131, Page 58, Official Records (“**Order**”). The Order requires written consent from the USACE for “the type and location of any structure and/or appurtenance thereto” in the USACE Easement.

2.7 Storage Basin Improvements. Donor will construct storage and drainage improvements for the required volume of potential flood waters from the Whittier Flood Control Basin (“**Storage Basin Improvements**”). The Storage Basin Improvements will be located on the Donated Property and Donor’s Project site. The Storage Basin Improvements include but are not limited to (i) installation of a new storage basin approximately three (3) to ten (10) feet below the existing grade of Santa Anita Avenue and (ii) installation of a new gravity storm drain connection for the new storage basin, which will connect to an existing County Flood Control District pipeline along the northern property line. Donor’s Project and City Public Open Space Improvements will be designed to accommodate the Storage Basin Improvements.

2.8 Section 408 Permit. The required Section 408 Permit (as defined in the Development Agreement) for the Combined Project was issued by the United States Army Corps of Engineers (“**USACE**”) on _____, 2026 (together with any subsequent amendments thereto, the “**Section 408 Permit Approval**”) and includes various requirements for the design, construction and operation of the Combined Project, including but not limited to conditions of approval (“**Section 408 Permit Approval Requirements**”). The Section 408 Permit Approval is attached hereto as **Exhibit “C”**. The Parties hereby acknowledge that the Combined Project is subject to the Section 408 Permit Approval and Section 408 Permit Approval Requirements.

2.9 Reimbursement – Section 408 Permit. At City’s direction, Donor expended approximately \$278,000 in architectural and engineering costs on City’s behalf for the design of the City Public Open Space Improvements for the Section 408 Permit Approval, as evidenced by receipts provided by Donor (“**Section 408 Permit Costs**”). City shall reimburse Donor for that

amount, which reflects approximately ninety percent (90%) design development for the City Public Open Space Improvements.

2.10 Reimbursement – Section 408 Permit Approval Requirements. Various costs will be expended by Donor in connection with the Section 408 Permit Approval Requirements, including but not limited to the Storage Basin Improvements, rough grading, and certain infrastructure improvements (“**Section 408 Permit Improvement Costs**”). City agrees to reimburse Donor for City’s Fair Share of the Section 408 Permit Improvement Costs expended by Donor.

2.11 Reimbursement – Additional Hard Costs. Various additional costs will be expended by Donor in connection with the City Public Open Space Improvements that will not otherwise be covered under the Section 408 Permit Improvement Costs. Those additional costs are expected to include, but are not limited to, construction of a stormwater swale on the Donated Property and installation of off-site utilities such as electric, water, and sewer, which will also serve the City Public Open Space Project (“**Additional Hard Costs**”). City agrees to reimburse Donor for City’s Fair Share of the Additional Hard Costs expended by Donor.

2.12 Reimbursement – City Permits. If, at City’s direction, Donor expends additional sums in architectural and engineering costs on City’s behalf for the design of the City Public Open Space Improvements for the approval of required permits, City shall reimburse Donor for that additional amount, as evidenced by receipts provided by Donor (“**City Permit Costs**”). The current estimate for City Permit Costs, if any, is approximately \$95,000, which reflects a total of one hundred percent (100%) design development for the City Public Open Space Improvements. The foregoing dollar amount is an approximate estimate and is subject to change.

2.13 CEQA Review. A Final Environmental Impact Report (“**FEIR**”) was prepared for the Combined Project (State Clearinghouse No. 2024070062) in accordance with the requirements of the California Environmental Act (California Public Resources Code Section 21000 *et seq.*) (“**CEQA**”) and the CEQA Guidelines (California Code of Regulations Title 14, Section 15000 *et seq.*), which includes a required Mitigation Monitoring and Reporting Program (“**MMRP**”). The Parties hereby acknowledge that the Combined Project is subject to the MMRP attached hereto as **Exhibit “D”**.

2.14 City Acknowledgements and Obligations. City hereby confirms, represents and warrants that: (a) City has a commitment to protect and maintain the Donated Property as public open space, which is currently proposed to be improved with a City public park including public athletic fields; (b) preserving the Donated Property as a public open space will provide a significant public benefit; (c) the donation of the Donated Property is for the recreational, scenic and other enjoyment of the general public; and (d) the donation of the Donated Property contemplated by this Agreement furthers the City’s General Plan and other policies and goals related to open space and public parks.

2.15 Donation Agreement. The Parties desire to enter into this Agreement to establish the terms and conditions for the donation of fee title interest in the Donated Property from Donor to the City.

3. TERMS.

3.1 City's Use of the Public Open Space.

3.1.1 The City shall only use the Donated Property as public open space.

3.1.2 The City Public Open Space Improvements shall be designed, constructed and maintained in compliance with the Section 408 Permit Approval, the FEIR (including the MMRP), and any applicable conditions of approval set forth in the City Project Approvals (as defined in the Development Agreement).

3.1.3 The City shall maintain the Detention Basin Improvements described in the Section 408 Permit Approval on the Donated Property in compliance with the Section 408 Permit Approval and any other USACE requirements. The City shall be solely responsible for the repair of any damage to the Detention Basin Improvements on the Donated Property.

3.2 Escrow.

3.2.1 Opening of Escrow. Within ten (10) business days following the Effective Date, Donor and City shall open an escrow ("**Escrow**") for the conveyance of the Donated Property with First American Title Insurance Company ("**Title Company**"), using an office and agent therewith as determined by Donor ("**Escrow Holder**"). Escrow shall be deemed open on the date Escrow Holder shall have received either an original or a copy, at Escrow Holder's discretion, of this Agreement, fully executed by the Parties ("**Opening of Escrow**"). Escrow Holder shall notify City and Donor, in writing, of the date Escrow is opened ("**Opening Date**").

3.2.2 Escrow Instructions. This Agreement constitutes the joint instructions of City and Donor to Escrow Holder for the conveyance of the Donated Property. City and Donor shall execute, deliver and be bound by any reasonable or customary supplemental or additional escrow instructions ("**Additional Instructions**") of Escrow Holder or other instruments which may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. In the event of any conflict or any inconsistency between this Agreement and such Additional Instructions, this Agreement shall govern unless otherwise specifically agreed to in writing by the Parties.

3.2.3 Close of Escrow. The recordation of the deed conveying title to the Donated Property from Donor to City, in substantially the same form included in **Exhibit "E"** attached hereto ("**Grant Deed**"), and disbursement of funds and distribution of other documents by Escrow Holder as described herein, shall constitute "**Close of Escrow**" or "**Closing**," and the date thereof shall be the "**Closing Date**" as provided for herein. Close of Escrow shall occur thirty (30)

calendar days following the date of the satisfaction of the condition set forth in Section 3.2.6 and Section 3.2.7 below. City and Donor may agree to change the Closing Date to a later date solely by joint written notice to Escrow Holder (“**Extended Closing Date**”). Closing shall be conditioned upon satisfaction, or waiver by the Party for whose benefit the condition exists, of all conditions precedent thereto.

3.2.4 Costs of Escrow. All costs of any Title Policy provided for in Section 3.3 below (“**Title Costs**”) shall be paid by Donor; provided that such cost shall in no event exceed One Thousand Five Hundred Dollars (\$1,500.00). All Escrow fees and normal closing costs attributable to the conveyance of the Donated Property (“**Escrow Fees and Closing Costs**”) shall be paid by City (the Title Costs and Escrow Fees and Closing Costs may be collectively referred to herein as the “**Title and Escrow Costs**”). Donor shall be solely responsible for payment of any administrative expenses required in order to obtain the partial release or reconveyance of mortgages, deeds of trust or other monetary liens other than those created or consented to by City (collectively, “**Monetary Liens**”) and encumbrances which are required to be removed by Donor prior to Closing as set forth in Section 3.3 below, as well as any payment of real property taxes, as described in Section 3.2.5 below. Escrow Holder shall provide an estimated closing costs statement to City and Donor at least three (3) business days prior to the Closing Date, or Extended Closing Date, if any.

3.2.5 Property Taxes; Profits of Donated Property. Donor shall timely pay all real property taxes allocable to the Donated Property accruing prior to Close of Escrow. Because City is a public agency to which real property taxes do not apply, no proration of real property taxes will be made through Escrow. Donor shall have the discretion to pursue a refund of real property taxes previously paid by or on behalf of Donor with regard to the Donated Property, which may become refundable due to City’s status as a public agency. City will cooperate reasonably with Donor’s efforts to obtain any such refund, including providing information requested by Donor in writing. For avoidance of doubt, Donor is entitled to all rents, issues, and profits generated by, or paid or accrued in connection with, the Donated Property prior to the Closing, regardless of when received.

3.2.6 City’s Conditions Precedent to Close of Escrow. Close of Escrow and City’s obligation to accept title to the Donated Property are subject to the satisfaction of the following described conditions for City’s benefit (or City’s waiver thereof, it being agreed that City may waive any or all of such conditions) on or prior to the Closing Date, or Extended Closing Date, if any:

A. Payments and Documents. Donor shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

B. Obligations. Donor shall have completed in a timely fashion all of its obligations that are to be completed prior to the Close of Escrow, as provided in this Agreement.

C. Title Policy. Escrow Holder shall have received an irrevocable commitment from the Title Company to issue the Title Policy (defined below), subject only to the Permitted Exceptions, as described in Section 3.3.2 below.

D. Representations and Warranties. All representations and warranties of the Donor hereunder shall be true as of the Effective Date and as of the Close of Escrow.

E. Property Taxes and Assessments. All property taxes attributable to the Donated Property shall have been paid by Donor before delinquency (or paid at Closing) and shall be current as of Close of Escrow.

F. City Council Determination. The City Council shall have determined, pursuant to Government Code Section 65402, that the City's acquisition of fee title to the Donated Property pursuant to this Agreement is consistent with the City's General Plan. The City hereby acknowledges that the required City Council finding has been made in the Development Agreement.

G. Escrow Closing Costs Statement. The Parties shall have received, reviewed, and approved (such approval not to be unreasonably withheld, conditioned, or delayed) Escrow Holder's estimated closing costs statement.

H. Inspections. City shall have approved, in its sole and absolute discretion, that the Donated Property is suitable for its intended use following any desired examinations, inspections and investigations, all in accordance with, subject to, and as more particularly as provided for in Section 3.4 below.

3.2.7 Donor's Conditions Precedent to Close of Escrow. Close of Escrow and Donor's obligation to convey the Donated Property are subject to the satisfaction of the following conditions for Donor's benefit (or Donor's waiver thereof, it being agreed that Donor may waive any or all of such conditions) on or prior to the Closing Date, or Extended Closing Date, if any:

A. Material Progression of Donor's Project. Donor, and/or its affiliates and/or their respective successors and/or assigns, shall have obtained a vertical building permit (e.g., permit for a habitable structure) for Donor's Project.

B. City Immediate Reimbursement. City shall have remitted full payment to Donor for the Section 408 Permit Costs, any City Permit Costs, and City's Fair Share of the following costs, to the extent such costs have been expended by Donor prior to close of Escrow: Section 408 Permit Improvement Costs, City Conditions of Approval Costs, and Additional Hard Costs.

C. Section 408 Permit Approval Compliance. City shall provide written documentation evidencing that USACE has determined that the City Public Open Space Improvements have been designed in compliance with the Section 408 Permit Approval.

D. Section 408 Permit Approval; Assignment and Assumption Agreement. If authorized by the USACE, the City shall enter into an assignment and assumption agreement with Donor for the satisfaction of all conditions of Section 408 Permit Approval that apply to the Donated Property and City Public Open Space Improvements, including but not limited to operation, maintenance, and repair requirements for Detention Basin Improvements on the Donated Property.

E. Easement for Access to Storage Basin Improvements. City shall grant an easement to Donor for Donor's access to the Donated Property for the maintenance and repair of the Storage Basin Improvements ("**Storage Basin Improvements Easement Agreement**") in the event that City fails to maintain or repair the Storage Basin Improvements as required by this Agreement and the Section 408 Permit Approval. The Storage Basin Improvements Easement Agreement shall be assignable by Donor, in its sole discretion, to any third party.

F. Easement for Digital Billboard. City shall grant an easement to Donor for Donor's access to the Donated Property for the installation, operation, maintenance and repair of Owner's Digital Billboard (as defined in the Development Agreement) to be installed on the Donated Property ("**Digital Billboard Easement Agreement**"). The Digital Billboard Easement Agreement shall also allow for the installation of electric and other mechanical equipment in the easement area for the operation of the Digital Billboard. The Digital Billboard Easement Agreement shall be assignable by Donor, in its sole discretion, to any third party. The City hereby acknowledges that Donor may, in its sole discretion, cause a third-party billboard operator to operate, maintain, and repair the Digital Billboard, and the Digital Billboard Easement Agreement shall expressly authorize that arrangement.

G. Reimbursement Agreement. City and Donor shall have executed a Reimbursement Agreement for payment of any outstanding City Permit Costs expended by Donor and City's Fair Share of any of the following outstanding costs: Section 408 Permit Improvement Costs, City Conditions of Approval Costs, and Additional Hard Costs. For the avoidance of doubt, the Reimbursement Agreement shall include payment of the City's Fair Share of costs related to site preparation for the City Public Open Space Improvements, including but not limited to rough grading, installation of utilities and/or utility connections, and installation of a stormwater swale on the Donated Property. If applicable, the Reimbursement Agreement shall also include payment of City's Fair Share of the development costs, including construction management costs, for the City Public Open Space Improvements in the event that City directs Donor to complete the City Public Open Space Improvements on City's behalf.

H. Financial Assurances. City shall provide Donor with sufficient financial assurances, at Donor's sole discretion, that the City has obtained or will obtain the funding needed to complete the City Public Open Space Improvements and fulfill the reimbursement requirements of the aforementioned Reimbursement Agreement.

I. Documents. City shall have tendered into Escrow all documents required of it pursuant to this Agreement.

J. Close of Escrow Obligations. City shall have completed in a timely fashion all of its obligations which are to be completed prior to the Close of Escrow, as provided in this Agreement.

K. Escrow Closing Costs Statement. The Parties shall have received, reviewed, and approved (such approval not to be unreasonably withheld, conditioned, or delayed) Escrow Holder's estimated closing costs statement.

3.2.8 City's Documents. Not less than one (1) business day prior to Closing, City shall tender (as applicable) to Escrow Holder the following documents (in recordable form, as necessary):

A. Grant Deed and Certificate of Acceptance. The Grant Deed and Certificate of Acceptance (attached hereto as Exhibit "E") executed by the City. The Grant Deed shall include a provision that fully indemnifies Donor from any liability whatsoever related to the Donated Property upon execution of the Grant Deed.

B. Change of Ownership. Preliminary Change of Ownership form.

C. Easement Agreements. The Storm Basin Improvements Easement Agreement and the Digital Billboard Easement Agreement executed by the City.

D. Additional Documents. Such other documents required of City under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

3.2.9 Donor's Payments and Documents. Not less than one (1) business day prior to Closing, Donor shall pay or tender (as applicable) to the Escrow Holder the following funds (which amounts may be offset against funds otherwise payable to Donor through Escrow) and documents (in recordable form, as necessary):

A. Property Taxes. Funds required to pay real property taxes, as described in Section 3.2.5 above.

B. Grant Deed. The Grant Deed (attached hereto as Exhibit "E"), executed by Donor.

C. Tax Certificates and Forms. FIRPTA Certificate and California Form 593-C, using forms to be provided by Escrow Holder.

D. Additional Documents and Funds. Such other documents and funds required of Donor under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

3.2.10 Escrow Holder Responsibilities. Upon Closing, the Escrow Holder is authorized and instructed to:

A. Liens and Encumbrances. Cause the satisfaction and removal of all exceptions to title to the Donated Property representing Monetary Liens or encumbrances required to be satisfied and/or removed by Donor pursuant to Section 3.2.4, from funds provided by, or otherwise payable to, Donor at Close of Escrow, including, without limitation, any unpaid taxes, respecting the Donated Property which became due and payable prior to Close of Escrow and any penalties and interest thereon. Before such payments or charges are made, Escrow Holder shall notify Donor of the sums necessary to satisfy and remove such Monetary Liens or encumbrances.

B. Payments for Fees, Charges and Costs. Pay and charge (as applicable) Donor for any fees, charges and costs payable to or from Donor pursuant to this Agreement. Before such payments or charges are made, Escrow Holder shall notify City and Donor of such fees via circulation of draft estimated closing statements, which shall be subject to the review and reasonable approval or disapproval of each of City and Donor; provided that the Parties shall each review and provide any comments, objections, or corrections to such estimated closing statements, reasonably, promptly and in a timely manner so as not to cause any delay in the Close of Escrow as of the then-scheduled Closing Date in connection with such review, revisions, and approval.

C. Grant Deed. Record the Grant Deed, with Certificate of Acceptance attached thereto, and any other instruments, as appropriate, delivered through Escrow.

D. Funds and Documents. Disburse such other funds and deliver such other documents to the Parties entitled thereto.

E. Title Policy. Cause the Title Policy to be issued.

3.2.11 Notices. All communications from Escrow Holder to either City or Donor shall be directed to the addresses and in the manner established in Section 3.8.1 herein for notices, demands and communications between the City and Donor.

3.2.12 Electronically Transmitted/Counterpart Documents. In the event City or Donor utilizes electronically transmitted signed documents (e-mail or facsimile), the Parties hereby agree to accept and instruct Escrow Holder to rely upon such documents as if they bore original signatures. City and Donor hereby acknowledge and agree to provide to Escrow Holder, within five (5) business days after transmission (or such shorter period of time as is available so as to not cause a delay in the Close of Escrow on the then-scheduled Closing Date), such documents bearing the original signatures to the extent requested or required by either Party or

DRAFT – FOR DISCUSSION PURPOSES ONLY
SUBJECT TO ADDITIONAL REIMBURSEMENT PROVISIONS
Exhibit D: FORM OF PUBLIC OPEN SPACE DONATION AGREEMENT
February 17, 2026
Revised April 15, 2026

escrow holder. Escrow Holder is authorized to utilize documents which have been signed by City and Donor in counterparts.

3.2.13 Tax Adjustment Procedure. Escrow Agent is authorized and instructed to comply with the following tax adjustment procedure:

A. Property Taxes. Pay and charge Donor for any unpaid delinquent taxes and/or penalties and interest thereon against the Donated Property.

B. Tax Information Unavailable. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to collect from Donor an amount equal to 105% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall pay the County Tax Collector for Donor's prorated portion of taxes and shall forward a copy of the receipt for such payment, with a copy of the tax statement, to the City and Donor. Escrow agent shall simultaneously refund any difference between the amount of taxes due, and the amount collected from Donor set forth in this Section above, to the Donor. In the event the amount withheld is not sufficient to pay Donor's prorated portion of taxes due, the Donor herein agrees to immediately pay the difference.

C. Tax Information Available. In the event said tax information is available Donor's taxes shall be prorated in accordance with Section 3.2.13(D) below.

D. Proration. From the date that tax information is available, pursuant to Section 3.2.13(B) above, up to and including June 30, Donor's current taxes, if unpaid, shall be prorated to date of Close of Escrow on the basis of the actual number of days in the year of Closing, in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At the close of escrow, a check payable to the County Tax Collector for Donor's prorata portion of taxes shall be forwarded to City with the closing statement.

E. Refund. Any taxes which have been paid by Donor, prior to opening of this escrow, shall not be prorated between City and Donor, but Donor may, in its sole discretion after Close of Escrow, apply to the County Tax Collector for a refund. This refund would apply, if applicable, to the period after City's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

3.3 Title.

3.3.1 Condition of Title; Title Policy. It is a condition to the Close of Escrow for City's benefit that fee title to the Donated Property and the right to possession of the Donated Property conveyed to City pursuant to this Agreement shall be subject only to the Permitted Exceptions (defined below), as evidenced by the receipt by Escrow Holder of an irrevocable commitment from the Title Company to issue to City upon Close of Escrow its California Land

Title Association (CLTA) Standard Owner's Form Policy of Title Insurance ("**Title Policy**") with coverage in an amount equal to current market value of the Donated Property, as reasonably determined by the Parties and with the approval of Title Company (the determination of which shall not require Donor to obtain or pay for additional appraisals or incur any other costs). The Parties shall cause the Title Company to issue the Title Policy to City upon Close of Escrow.

3.3.2 Permitted Exceptions. The term "**Permitted Exceptions**" as used herein shall mean the following conditions and exceptions to title or possession:

A. Non-Delinquent Tax. A lien to secure payment of general and special real property taxes, provided they are not delinquent.

B. Supplemental Taxes. A lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code accruing on or after the Close of Escrow.

C. City Creation or Consent. Matters affecting the condition of title created by or with the consent of City.

D. Disclosed to and Approved by City. Other exceptions to title disclosed by the Title Report (defined below) which have been approved in writing by City, or deemed approved pursuant to this Agreement, prior to the Close of Escrow. Notwithstanding any other provision(s) in this Agreement, any exceptions to title to the Donated Property representing Monetary Liens or encumbrances are hereby disapproved and deemed a Disapproved Matter (defined below).

3.3.3 Preliminary Title Report. If City has not already obtained the same prior to the execution of this Agreement, promptly following the receipt of a Title Report (defined below), Escrow Holder will obtain from the Title Company and provide to the Parties a current preliminary title report for the Donated Property, and the best available copies of all title exceptions listed therein (collectively the "**Title Report**"). The parties acknowledge and agree that neither City nor Donor shall be required to take any actions with respect to any exceptions on the Title Report.

(A) Disapproved Matters. Within thirty (30) calendar days following the Effective Date, City will notify Donor and Escrow Holder in writing of any objections to the status of title as disclosed by the Title Report ("**Disapproval Notice**"). Any title matters included in City's Disapproval Notice will constitute "**Disapproved Matters**" under this Agreement. Those title exceptions not constituting Disapproved Matters, other than Monetary Liens, will be deemed Permitted Exceptions.

(B) Donor Cure. Except as provided in Section 3.3.3(C) below, Donor will cause all Disapproved Matters to be removed as title exceptions on or before Close of Escrow. If City fails to provide an initial written notice of potential Disapproved Matters within the time

permitted therefor, then all matters of record in the Title Report, other than Monetary Liens, shall be deemed to be Permitted Exceptions.

(C) Non-Cure Matters. Donor may elect not to cure any Disapproved Matters if, within seven (7) business days after Donor receives City's Disapproval Notice, Donor informs City that it elects not to cure or remove any such potential Disapproved Matters. If Donor fails to provide such a notice of election not to cure or remove within the time permitted therefor, then Donor will cause all matters disapproved by City to be removed as title exceptions on or before Close of Escrow. If Donor so notifies City in writing ("**Non-Cure Notice**") of any such potential Disapproved Matters that Donor will not cure or remove ("**Non-Cure Matters**"), then City may terminate this Agreement by providing written notice of such termination to Donor within seven (7) business days of City's receipt of such Non-Cure Notice from Donor. If City does not terminate this Agreement pursuant to this Section 3.3.3 within the time period permitted after its receipt of a Non-Cure Notice, then all Non-Cure Matters shall be deemed to be Permitted Exceptions.

3.4 Suitability and Condition of Property.

3.4.1 Inspections, Studies and Right of Entry. A Phase I ESA for the Donated Property was prepared by Partner Engineering and Science, Inc. in January 2022, which has been reviewed by the City and is attached as an appendix to the EIR for the Combined Project. As explained in the EIR, the Phase I ESA investigation included site reconnaissance, review of regulatory databases, aerial photographs, City directories, and topographic maps. For a period of one thirty (30) calendar days after the Effective Date of this Agreement ("**Due Diligence Period**"), City may conduct, at City's sole cost and expense, such additional examinations, inspections and investigations of the Donated Property as City may desire or deem appropriate in City's sole discretion in order to determine whether the physical and environmental condition of the Donated Property is acceptable to City (subject to the express limitations of this Agreement). City and its authorized employees, representatives, agents, engineers, analysts, consultants and contractors, may enter upon the Donated Property prior to the Closing Date for the purpose of conducting physical examinations, inspections and investigations of the Donated Property, except for invasive testing (which shall be subject to further approval by Donor upon City's request, which approval may be withheld in Donor's sole and absolute discretion), and preparing reports related thereto, including without limitation, those related to soils, subsurface soils, drainage, seismic and other geological and topographical matters, the location of toxic substances, hazardous materials or wastes, if any, and any other environmental or other matters as City deems prudent with respect to the Donated Property. Donor shall have the right, but not the obligation, to accompany City during examinations, inspections and investigations, but shall not interfere therewith. Prior to any entry by City or any of the City parties described above onto the Donated Property, City shall provide Donor with not less than two (2) business days' notice. Prior to the expiration of the Due Diligence Period, City may terminate this Agreement for any reason. Prior to Closing, subject to the other terms of this Agreement, City may perform an additional reasonable non-invasive inspection of the Donated Property to confirm there has been no material adverse change in the physical

condition of the Donated Property from the condition that the Donated Property was in as of the end of the Due Diligence Period.

3.4.2 Restoration of Property. City, at its sole cost and expense, agrees in a timely manner to restore the Donated Property to the condition the Donated Property was in prior to City's entry, and to indemnify, defend (using counsel reasonably acceptable to Donor) and hold harmless, the Donor Parties from all expenses, damages, claims, causes of actions, or losses suffered or incurred by the Donor Parties which are caused by the City's due diligence activities or other entry on to the Donated Property in furtherance of or relation to this Agreement. This Section shall survive any termination of this Agreement. As used in this Agreement, the **"Donor Parties"** means, collectively, Donor and each of its predecessors, members, partners, officers, directors, employees, trustees, agents, affiliates, and/or lenders, representatives, attorneys and all persons acting by, through, under, or in concert with the foregoing, or any of them, and their respective successors and/or assigns.

3.4.3 Notice. On or before the end of the Due Diligence Period, City shall notify Donor and Escrow Holder in writing of City's approval or disapproval of the condition of the Donated Property. City's failure to deliver such notice on or before the Due Diligence Period shall be deemed City's approval thereof.

3.5 Acknowledgements and General Releases.

3.5.1 Relocation Satisfaction and Waiver. Donor acknowledges that, in accordance with applicable provisions of California law, Donor is not entitled to the payment of relocation expenses, compensation for loss of goodwill, just compensation, inverse condemnation, unlawful pre-condemnation conduct, or all other benefits and claims other than those expressly provided for in this Agreement in connection with Donor's voluntary donation of, and City's acceptance of, the Donated Property.

3.5.2 Information Supplied by Donor. City specifically acknowledges and agrees that, except as expressly set forth elsewhere in this Agreement, no Donor Party has made any representation or warranty of any nature concerning the accuracy or completeness of any documents delivered or made available for inspection by Donor to City, and that City has undertaken such inspections of the Donated Property as City deems necessary and appropriate and that City is relying solely upon such investigations and not on any of the documents, materials or any other information provided to City by or on behalf of Donor. City specifically acknowledges that any documents and materials so provided to the City are provided without warranty or representation, express or implied, except as expressly set forth elsewhere in this Agreement.

Notwithstanding the foregoing, if not already provided by Donor to City, within ten (10) business days following the Effective Date, Donor shall deliver to City copies of the following materials (the **"Property Information"**) which Donor, or any affiliate of Donor, has in its actual possession:

(A) Copies of any existing title policy/commitment and any existing survey in Donor's possession that relate to the Donated Property.

(B) All environmental studies, laboratory results or analyses, surveys or drilling logs, Phase 1 or Phase 2 analyses, monitoring well reports, or any other type of report, summary, data, or information regarding any soil or groundwater condition or other environmental condition on the Donated Property or any other property of which the Donated Property is a part.

(C) Such other non-proprietary, non-confidential, non-attorney-client privileged items in Donor's possession that City may reasonably request in connection with its inspection of the Donated Property.

3.5.3 Release. AS OF THE CLOSE OF ESCROW, CITY HEREBY FULLY AND IRREVOCABLY RELEASES AND FOREVER DISCHARGES DONOR OF AND FROM ANY AND ALL MANNER OF ACTION OR ACTIONS, CAUSE OR CAUSES OF ACTION, AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, IN TORT), SUITS, DEBTS, LIENS, CONTRACTS, AGREEMENTS, PROMISES, LIABILITIES, CLAIMS, DEMANDS, DAMAGES, LOSSES, COSTS OR EXPENSES, OF ANY NATURE WHATSOEVER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT (COLLECTIVELY, "CLAIMS") THAT CITY MAY HAVE OR HEREAFTER ACQUIRE AGAINST ANY DONOR PARTY ARISING FROM OR RELATED TO IN ANY WAY THE DONATED PROPERTY, THE CONDITION OF THE DONATED PROPERTY, THIS AGREEMENT, OR ANY DOCUMENTS EXECUTED PURSUANT HERETO OR IN CONNECTION HERewith, INCLUDING, WITHOUT LIMITATION, THE EXHIBITS ATTACHED HERETO (THE "OTHER DOCUMENTS") AND THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING, WITHOUT LIMITATION, ANY LATENT OR PATENT CONSTRUCTION DEFECTS, ERRORS OR OMISSIONS, COMPLIANCE WITH LAW MATTERS, THE PRESENCE, DISCOVERY OR REMOVAL OF HAZARDOUS SUBSTANCES AND OTHER ENVIRONMENTAL MATTERS WITHIN, UNDER OR UPON, OR IN THE VICINITY OF THE DONATED PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS. THE FOREGOING RELEASE BY CITY SHALL INCLUDE, WITHOUT LIMITATION, ANY CLAIMS CITY MAY HAVE PURSUANT TO ANY STATUTORY OR COMMON LAW RIGHT CITY MAY HAVE TO RECEIVE DISCLOSURES FROM ANY DONOR PARTY, INCLUDING, WITHOUT LIMITATION, ANY DISCLOSURES AS TO THE DONATED PROPERTY'S LOCATION WITHIN AREAS DESIGNATED AS SUBJECT TO FLOODING, FIRE, SEISMIC OR EARTHQUAKE RISKS BY ANY FEDERAL, STATE OR LOCAL ENTITY, THE PRESENCE OF HAZARDOUS SUBSTANCES ON OR BENEATH THE DONATED PROPERTY, THE NEED TO OBTAIN FLOOD INSURANCE, AND/OR THE ADVISABILITY OF OBTAINING TITLE INSURANCE, OR ANY OTHER CONDITION OR CIRCUMSTANCE AFFECTING THE DONATED PROPERTY, ITS FINANCIAL VIABILITY, USE OR OPERATION, OR ANY PORTION THEREOF. THIS RELEASE INCLUDES CLAIMS OF WHICH CITY IS

PRESENTLY UNAWARE OR WHICH CITY DOES NOT PRESENTLY SUSPECT TO EXIST IN ITS FAVOR WHICH, IF KNOWN BY CITY, WOULD MATERIALLY AFFECT CITY’S RELEASE OF THE DONOR PARTIES. IN CONNECTION WITH THE GENERAL RELEASE SET FORTH IN THIS SECTION, CITY SPECIFICALLY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

City’s Initials

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS SECTION 3.5, THE FOREGOING RELEASE IS NOT INTENDED TO AND DOES NOT COVER, IN EACH CASE TO THE EXTENT THE SAME WAS NOT ACTUALLY KNOWN BY CITY PRIOR TO OR AT THE CLOSING: (I) ANY CLAIMS ARISING DURING THE SURVIVAL PERIOD (DEFINED BELOW) FROM A BREACH OF ANY OF DONOR’S EXPRESS REPRESENTATIONS OR WARRANTIES SET FORTH IN SECTION 3.6 OF THIS AGREEMENT OR (II) ANY OTHER BREACH BY DONOR OF AN EXPRESS OBLIGATION OF DONOR UNDER THIS AGREEMENT (HEREIN COLLECTIVELY THE “EXCLUDED CLAIMS”).

3.5.4 Natural Hazards. Donor may be required to disclose if the Donated Property lies within the following natural hazard areas or zones: (i) a special flood hazard area designated by the Federal Emergency Management Agency (California Civil Code Section 1102.17); (ii) an area of potential flooding (California Government Code Section 8589.4); (iii) a very high fire hazard severity zone (California Government Code Section 51183.5); (iv) a wild land area that may contain substantial forest fire risks and hazards (Public Resources Code Section 4136); (v) an earthquake fault zone (Public Resources Code Section 2621.9); or (vi) a seismic hazard zone (Public Resources Code Section 2694). City and Donor acknowledge that City has engaged or will engage the services of Escrow Holder (which, in such capacity, is herein called “**Natural Hazard Expert**”) to examine the maps and other information specifically made available to the public by government agencies for the purposes of enabling Donor to fulfill its disclosure obligations, if and to the extent such obligations exist, with respect to the natural hazards referred to in California Civil Code Section 1102.6c(a) and to report the result of its examination to City and Donor in writing. The written report prepared by the Natural Hazard Expert regarding the results of its full examination fully and completely discharges Donor from its disclosure obligations referred to herein, if and to the extent any such obligations exist, and, for the purpose

of this Agreement, the provisions of Civil Code Section 1102.4 regarding non-liability of Donor for errors or omissions not within its personal knowledge shall be deemed to apply and the Natural Hazard Expert shall be deemed to be an expert, dealing with matters within the scope of its expertise with respect to the examination and written report regarding the natural hazards referred to above.

3.5.5 Survival. This Section 3.5 shall survive any termination of this Agreement and the Closing.

3.6 Termination, Defaults and Remedies.

3.6.1 Automatic Termination. In the event that: (i) Donor has not obtained final, non-appealable City Project Approvals, including but not limited to recordation of the Final Map for the Subdivision (as defined in the Development Agreement), for Donor's Project by the date that is six (6) months following the mutual execution of this Agreement; (ii) after having obtained final, non-appealable City Project Approvals for Donor's Project from the City, any of the City Project Approvals lapse or expire; (iii) any of the City Project Approvals are subject to litigation and that litigation has not been resolved in Donor's favor by the date that is one (1) year following the mutual execution of this Agreement; or (iv) any of the City Project Approvals are subject to a valid voter referendum and are overturned by that referendum; then this Agreement shall automatically terminate on the applicable date, and the Parties shall have no further obligations hereunder, except for those obligations that expressly survive termination. In such event, the City and Donor shall each pay fifty (50) percent of the costs of any Escrow Holder and Title Company termination fees and charges (collectively, "**Termination Costs**"), unless the failure of such condition was caused by either Party, in which case such Party shall bear all such Termination Costs.

3.6.2 Exercise of City's Termination Rights. If City's conditions precedent to Closing do not occur as required in Section 3.2.6 herein, and if City thereby elects to exercise its rights to terminate this Agreement and the Escrow, City may do so by giving written notice of such termination to Donor and Escrow Holder prior to the Close of Escrow. In such event, the City and Donor shall each pay fifty (50) percent of the costs of any Escrow Holder and Title Company Termination Costs, unless the failure of such condition was caused by either Party, in which case such Party shall bear all such Termination Costs. Upon such termination, all other obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate.

3.6.3 Exercise of Donor's Termination Rights. If Donor's conditions precedent to close of escrow do not occur as required in Section 3.2.7 herein, and if Donor thereby elects to exercise its rights to terminate this Agreement and the Escrow, Donor may do so by giving written notice of such termination to City and Escrow Holder prior to the Close of Escrow. In such event, Donor and City shall each pay fifty (50) percent of the Termination Costs, unless the failure of such condition was caused by either Party, in which case such Party shall bear all such Termination Costs shall pay all Termination Costs. Upon such termination, all other obligations and liabilities

of the Parties under this Agreement that do not specifically survive termination shall cease and terminate.

3.6.4 City's Breach. If City materially breaches any of its obligations to perform under this Agreement and fails to cure such breach within a reasonable period of time following written notice from Donor (not to exceed thirty (30) calendar days), then Donor, as its sole and exclusive remedy, may terminate this Agreement and the Escrow by giving written notice to City and Escrow Holder. In such event, City shall pay all Termination Costs and shall reimburse Donor for all of Donor's actual costs and expenses paid or incurred, including, without limitation, attorney's fees, in connection with this Agreement and/or the transactions contemplated hereby in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00), within ten (10) calendar days of Donor's delivery of an invoice to City therefor. Upon such termination, all obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate. Donor shall have no right to seek specific performance of this Agreement.

3.6.5 Donor's Breach. If Donor materially breaches any of its obligations to perform under this Agreement, and fails to cure such breach within a reasonable period of time following written notice from City (not to exceed thirty (30) calendar days), then City, in addition to pursuing any other rights or remedies which City may have at law or in equity, may, at City's option, elect to pursue one (but not both) of the following:

A. Termination. City may terminate this Agreement and the Escrow by giving written notice to Donor and Escrow Holder. In such event, Donor shall pay all Termination Costs and shall reimburse City for all of City's actual costs and expenses paid or incurred, including, without limitation, attorney's fees, in connection with this Agreement and/or the transactions contemplated hereby in an amount not to exceed Ten Thousand Dollars (\$10,000.00), within ten (10) calendar days of City's delivery of an invoice to Donor therefor. Upon such termination, all obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate.

B. Specific Performance. City may immediately seek enforcement of this Agreement by means of specific performance or injunction, without any requirement to post a bond or other security, provided that any action seeking specific performance must be filed within ninety (90) calendar days after the applicable breach (after applicable notice and cure rights). If no such action is filed within such time period, City's right to seek specific performance shall be deemed waived and released with respect to the applicable breach and failure to cure.

3.6.6 Return of Documents and Funds; Release of Liability as to Escrow Holder. In the event Escrow Holder receives written notice from City or Donor, prior to Close of Escrow, of its election to terminate the Escrow as provided for in this Agreement, then Escrow Holder shall promptly terminate the Escrow and return all documents and funds, less Termination Costs, as appropriate, to the Party depositing the same. The Parties hereby release Escrow Holder, and shall hold Escrow Holder free and harmless, from all liabilities associated with such termination, excepting for Escrow Holder's obligations to return documents and funds as provided herein.

3.7 Donor's Representations and Warranties. Donor hereby represents and warrants to City that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Close of Escrow, and the truth and accuracy of such statements shall constitute a condition precedent to all of City's obligations under this Agreement:

3.7.1 Authority. Donor has full power and authority to own, sell and convey the Donated Property to City and to perform its obligations pursuant to this Agreement. This Agreement and all other documents delivered by Donor to City now or at Close of Escrow have been or will be duly executed and delivered by Donor and are or will be legal, valid and binding obligations of Donor, sufficient to convey to City good and marketable title to the Donated Property and are enforceable in accordance with their respective terms.

3.7.2 No Unrecorded Possessory Interests; No Agreements or Undertakings. To Donor's current actual knowledge, Donor is not a party to any agreements for occupancy in effect for the Donated Property. During the term of this Agreement, Donor will not enter into any agreements or undertake any obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Donated Property following the Closing Date without the prior written consent of City (which will not be unreasonably withheld or delayed), including, without limitation, any agreements for occupancy of the Donated Property.

3.7.3 Hazardous Materials. Donor is aware of its obligation under California Health and Safety Code Section 25359.7 to disclose information to City regarding the environmental status of the Donated Property. Donor represents to City, and City relies on Donor's representation that, to Donor's knowledge, Donor has nothing to disclose in connection therewith other than matters which are identified or disclosed in any environmental studies or site assessments provided by Donor to City in connection with the Donated Property as provided in Section 3.5.2(B) above. Donor has not used, generated, manufactured, stored or disposed of on, under or about the Donated Property or transported to or from the Donated Property any "Hazardous Materials" as defined in any state, federal or local statute, ordinances, rules or regulation applicable to the Donated Property, including without limitation any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances.

3.7.4 Litigation. Donor is not a party to any pending claims, actions, suits or proceedings against or affecting Donor or the Donated Property, and Donor has no knowledge of any pending claims, nor potential claims threatened in writing, involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by Donor at Close of Escrow, at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau, City or instrumentality. Donor is not subject to or in default under any notice, order, writ, injunction, decree or demand of any court or any governmental department, board, commission, bureau, City or instrumentality.

3.7.5 No Breach. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not violate or result in any breach of or

constitute a default under or conflict with or cause any acceleration of any obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or, according to Donor's knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind or character to which Donor is a party or by which Donor or the Donated Property are bound.

3.7.6 Donor's Knowledge. Whenever phrases such as "to Donor's knowledge" or "Donor has no knowledge" or similar phrases are used in the foregoing representations and warranties, they will be deemed to refer exclusively to matters within the current actual knowledge of _____. In no event shall such individual have any personal liability therefor.

3.7.7 Survival. The representations and warranties contained in Sections 3.7.1 through 3.7.5 above, as updated as of the Closing in accordance with the terms of this Agreement, will survive Closing for a period of twelve (12) months after the Closing Date (the "**Survival Period**"). No claim for a breach of any representation or warranty of Donor will be actionable or payable if (i) City does not notify Donor in writing of such breach and commence a "legal action" thereon within the Survival Period, or (ii) the breach in question results from or is based on a condition, state of facts or other matter which was actually known to City prior to Closing (without limiting the foregoing, City shall be deemed to know of all matters contained or disclosed in any information, documents, or materials provided or made available by any Donor Parties).

3.8 Miscellaneous.

3.8.1 Notices and Demands. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by email with acknowledgment of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, email transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To City:

With Copy to:

To Donor:

To Title Company:

3.8.2 Possession; Risk of Loss. City shall be entitled to sole possession of the Donated Property immediately upon Close of Escrow. All risk of loss or damage to the Donated Property will pass from the Donor to the City at the Close of Escrow. Donor covenants and agrees that it will keep the Donated Property insured in a manner consistent with its practices as of the Effective Date, through Close of Escrow. If the Donated Property is materially damaged or destroyed prior to the Close of Escrow due to an uninsured casualty, then City may elect to terminate this Agreement as provided in Section 3.6.1 above.

3.8.3 Survival of Covenants. The covenants, representations and warranties of both City and Donor set forth in this Agreement shall not survive, and shall merge into, the recordation of the Grant Deed and the Close of Escrow, except as expressly set forth to the contrary in this Agreement.

3.8.4 Required Actions of City and Donor. City and Donor agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

3.8.5 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

3.8.6 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

3.8.7 Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

3.8.8 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

3.8.9 Exhibits. The Exhibits attached hereto are hereby incorporated herein by this reference.

3.8.10 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

3.8.11 Applicable Law. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of California. Any and all legal actions sought to enforce the terms and provisions of the Agreement shall be brought in the courts of the County of Los Angeles.

3.8.12 Assignment. Donor shall have the right, in its sole discretion, to assign this Agreement as it relates to the Donated Property to any party. The City shall not assign this Agreement as it relates to the Donated Property to any party without the prior written consent of Donor, which consent may be given or withheld in Donor's sole discretion.

3.8.13 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

3.8.14 Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

3.8.15 Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had an equal opportunity to participate in the drafting thereof.

3.8.16 Legal Fees. Each Party shall be responsible for payment of its own attorneys' fees with respect to the negotiation and preparation of this Agreement and processing of the escrow. In the event of the bringing of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other Party all reasonable costs and expenses of suit.

3.8.17 Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

3.8.18 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between City and Donor as to the donation of the Donated Property from Donor to City. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer,

agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

3.8.19 Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

3.8.20 Limited Liability. Notwithstanding anything to the contrary herein, City on its own behalf and on behalf of its agents, members, partners, employees, representatives, officers, directors, agents, related and affiliated entities, successors and assigns (collectively, the “**City Parties**”) hereby agrees that in no event or circumstance shall any of the Donor Parties (other than Donor as a collective responsible party) have any personal liability under this Agreement. City agrees to look solely to Donor and the assets of Donor for the satisfaction of any liability or obligation arising under this Agreement and the transactions contemplated hereby, or for the performance of any of the covenants, warranties or other agreements contained herein, and further agrees not to sue or otherwise seek to enforce any personal obligation against any of Donor Parties (other than Donor as a collective responsible party) with respect to any matters arising out of or in connection with this Agreement or the transactions contemplated hereby. Notwithstanding anything to the contrary contained within this Agreement: (a) the maximum aggregate liability of Donor, and the maximum aggregate amount which may be awarded to and collected by City (including, without limitation, for any breach of any representation, warranty and/or covenant of Donor) under this Agreement or any documents executed pursuant hereto or in connection herewith, including, without limitation, the Exhibits attached hereto (collectively, the “**Other Documents**”) shall, under no circumstances whatsoever, exceed Fifty Thousand Dollars (\$50,000.00) (the “**Cap Amount**”); and (b) City shall notify Donor in writing of any claim of any breach of any representation, warranty and/or covenant of Donor under the Agreement or the Other Documents and commence a “legal action” thereon within the Survival Period.

3.8.21 Environmental Review. Subject to the limitations on the use of the Donated Property set forth in this Agreement, City acknowledges that City’s ultimate use of the Donated Property could require additional environmental review under CEQA, which shall be at City’s sole cost and expense.

3.8.22 Recordation. This Agreement shall not be recorded against the Donated Property or otherwise. No memorandum of this Agreement shall be recorded against the Donated Property (or otherwise), except as follows: (a) the Parties shall reasonably agree to a form of memorandum of this Agreement to be recorded against the Donated Property upon the expiration of the Due Diligence Period (“**Memo**”); and (b) a fully executed, notary acknowledged, recordable termination/satisfaction of such Memo, in a form reasonably agreed to by the Parties, shall be concurrently deposited with Escrow Holder. At any time after this Agreement is terminated/satisfied, either Party may deliver written notice of objection to such recording to Escrow Holder and the other Party requesting that the termination/satisfaction be recorded. If the non-requesting Party does not deliver written notice to Escrow Holder within five (50 business days of receiving such request, then Escrow Holder shall be irrevocably authorized to record such termination/satisfaction.

DRAFT – FOR DISCUSSION PURPOSES ONLY
SUBJECT TO ADDITIONAL REIMBURSEMENT PROVISIONS
Exhibit D: FORM OF PUBLIC OPEN SPACE DONATION AGREEMENT
February 17, 2026
Revised April 15, 2026

3.8.23 Charity; Tax Deduction. The Parties acknowledge that Donor would not make the donation of the Donated Property contemplated hereby but for Donor's expectation of realizing certain tax deductions as a result thereof. City agrees to reasonably cooperate with Donor in obtaining any and all applicable tax deductions. The Parties do not believe that the City is providing any goods or services in consideration, in whole or in part, for any of the Donated Property transferred to the City pursuant to this Agreement. However, the City believes this Agreement will better align the interests of the City with the Project. If such alignment of interests is determined to be "goods and services," then the Parties believe that the value is immaterial. The provisions of this Section 3.8.23 shall survive the termination of this Agreement and/or the Closing.

3.8.24 Voluntary Action. For avoidance of doubt, Donor's development and construction of Donor's Project, including, without limitation, pursuit of any additional necessary permits related thereto and/or the commencement and/or completion of the foregoing are at Donor's sole and absolute discretion. Donor owes no duty or obligation to City for any of the foregoing, and may suspend, cease, abandon, or terminate any and all of the foregoing such activities at any time, and from time to time, in its sole and absolute discretion. No action contemplated in this Section shall result in, or be deemed to be, any breach or default by Donor under this Agreement or with respect to any obligations or duties Donor may owe to City by virtue of this Agreement or otherwise, including, without limitation, even if any such action results in any failure of a condition precedent to Donor's obligations under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

City:

CITY OF SOUTH EL MONTE

Dated: _____

By: _____
City of South El Monte

ATTEST:

City Clerk

By: _____
Deputy

(SEAL)

ACKNOWLEDGMENT

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 _____)

On _____, 2025, before me, _____,
Notary Public, personally appeared _____, 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 of 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.

Signature _____ (Seal)

DRAFT – FOR DISCUSSION PURPOSES ONLY
SUBJECT TO ADDITIONAL REIMBURSEMENT PROVISIONS
Exhibit D: FORM OF PUBLIC OPEN SPACE DONATION AGREEMENT
February 17, 2026
Revised April 15, 2026

Owner:

MVP SOUTH EL MONTE I, LLC, a Delaware limited liability company

By: Magellan Value Partners, Its Manager

By: _____

Martin Slusser, Its Managing Director

Date: _____

ACKNOWLEDGMENT

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 _____)

On _____, 2025, before me, _____,
Notary Public, personally appeared _____, 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 of 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.

Signature _____ (Seal)

EXHIBIT “A”

LEGAL DESCRIPTION FOR DONATED PROPERTY

DRAFT FOR DISCUSSION PURPOSES ONLY

EXHIBIT “B”

MAP SHOWING DONATED PROPERTY AND ITS LOCATION

DRAFT FOR DISCUSSION PURPOSES ONLY

EXHIBIT “C”

SECTION 408 PERMIT APPROVAL

DRAFT FOR DISCUSSION PURPOSES ONLY

EXHIBIT “D”

MMRP

DRAFT FOR DISCUSSION PURPOSES ONLY

EXHIBIT “E”

FORM OF GRANT DEED AND CERTIFICATE OF ACCEPTANCE

DRAFT FOR DISCUSSION PURPOSES ONLY

PLANNING COMMISSION

RESOLUTION NO. 26-02

A RESOLUTION OF THE SOUTH EL MONTE PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL CERTIFY THE FINAL ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2024070062), INCLUDING A MITIGATION MONITORING AND REPORTING PROGRAM; ADOPT CEQA FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS RELATED THERETO; AND APPROVE A GENERAL PLAN AMENDMENT (NO. 23-03) AND ZONE CHANGE (NO. 23-01) TO CHANGE THE EXISTING GENERAL PLAN LAND USE DESIGNATION FROM COMMERCIAL TO COMMERCIAL-MANUFACTURING AND THE EXISTING ZONING DESIGNATION FROM COMMERCIAL TO MANUFACTURING FOR AN INDUSTRIAL PROJECT IN THE CITY OF SOUTH EL MONTE AT 825 LEXINGTON-GALLATIN ROAD

WHEREAS, Magellan Value Partners (“Applicant”) has filed applications for a General Plan Amendment (No. 23-03) and Zone Change (No. 23-01) to change the land use designation from “Commercial” to “Commercial-Manufacturing” and the zoning designation from “Commercial” to “Manufacturing,” in order to allow for the development of an approximately 221,815 square-foot industrial building (“Project”) on an approximately 10.7-acre portion of the property located at 825 Lexington-Gallatin Road, South El Monte, CA (“Property”). The legal description of the Property will change following recordation of the Final Map for the Project, which will establish two separate legal lots on the Property.

WHEREAS, pursuant to the Development Agreement for the Project, an approximately 10.7-acre portion of the Property will be donated by the Applicant to the City of South El Monte (“City”) for the future development of a public park by the City upon satisfaction of certain conditions precedent, as specified therein (“City Park Project”).

WHEREAS, concurrently herewith, Applicant has filed applications for Planning Commission approval of Subdivision (No. 23-01) (Tentative Parcel Map No. 084463), and Conditional Use Permit (No. 23-07).

WHEREAS, the City has undertaken review under the California Environmental Quality Act (“CEQA”), Public Resources Code Sections 21000, *et seq.* and California Code of Regulations (“CEQA Guidelines”) Title 14, Sections 15000, *et seq.*

WHEREAS, pursuant to South El Monte Municipal Code (“SEMMC”) Section 17.03.030, the Project in part requires Planning Commission review and recommendation to City Council because certification of the Final EIR (defined below), adoption of CEQA Findings of Fact and a Statement of Overriding Considerations related thereto, General Plan Amendment, and Zone Change approval require City Council action.

WHEREAS, a public hearing was held before the Planning Commission on February 24, 2026, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination.

THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

SECTION 1: The Planning Commission of the City of South El Monte hereby finds that the above recitals are true and correct and are incorporated herein by this reference.

SECTION 2: State CEQA Guidelines Section 15063 provides that if a lead agency determines that an EIR will clearly be required for a project, an Initial Study is not required. Pursuant to CEQA Guidelines Section 15082, the City of South El Monte prepared and circulated a Notice of Preparation (NOP) to affected agencies and interested parties for a public review period beginning on July 2, 2024. The deadline to submit comments on the NOP was August 1, 2024. The NOP was distributed to the State Clearinghouse, as well as agencies, organizations, and persons considered likely to be interested in the Project and the potential impacts. Six comment letters were received during the comment period: South Coast Air Quality Management District (SCAQMD), California Department of Transportation (Caltrans), Los Angeles County Sanitation Districts, and three members of the public. Pursuant to Section 21083.9 of the CEQA Statute, the City held a Scoping Meeting on July 22, 2024, at 6:30 p.m. at the City of South El Monte in the City Hall Council Chambers. Four members of the public were present. Each of the comments received were subsequently addressed in the preparation of the Draft EIR. The completed Draft EIR concluded that the Project would result in a significant unavoidable impact related to greenhouse gas emissions (GHG) emissions. All other impacts would be less than significant or less than significant with mitigation.

With respect to GHG emissions, while the South Coast Air Quality Management District (SCAQMD) has not adopted its proposed 3,000 metric tons of CO₂e (MTCO₂e) threshold, the EIR's analysis conservatively uses the proposed 3,000 MTCO₂e screening threshold. Project construction and operation would generate approximately 7,977 MTCO₂e per year, and therefore exceed the 3,000 MTCO₂e per year threshold despite implementing mitigation measures. The Project would also be required to comply with Laws, Ordinances, and Regulations (LOR) which would be required by local, State, or federal regulations or laws (i.e., California Code of Regulations and California Green Building Standards Code). The majority of the unmitigated GHG emissions (89%) are associated with non-construction related mobile sources. Additional mitigation to reduce the Project's mobile emissions is not feasible due to the limited ability of the City to address emissions resulting from mobile sources and/or emissions generated by cars and trucks outside of the City's limits. As such, the Project would generate GHG emissions, either directly or indirectly, that would exceed SCAQMD thresholds despite all feasible mitigation measures, resulting in a significant and unavoidable impact.

Five comment letters were received during the comment period: California Department of Fish and Wildlife (CDFW; 2 letters), SCAQMD (2 letters), and Caltrans (1 letter). Responses to comments were prepared and did not require any changes to the conclusions of the Draft EIR. The Draft EIR, Responses to Comments, as well as the Mitigation Monitoring and Reporting

Program (MMRP) are collectively referred to as the “Final EIR”. Planning staff determined that the Final EIR prepared for the Project satisfies the requirements of CEQA and the Planning Commission concurs with that determination.

The Final EIR (State Clearinghouse No. 2024070062), with supporting studies, is incorporated herein by reference, and can be found on the City’s website. A copy of the Final EIR can be found at the State Clearinghouse, and at the City’s Community Development Department. The Project’s Mitigation Monitoring & Reporting Program is attached hereto as Exhibit “B.” The documents and other materials, which constitute the record on which this decision is based, are maintained by the City’s Community Development Department.

SECTION 3: Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated February 24, 2026, which is hereby incorporated into this Resolution 26-02 by reference, the Planning Commission hereby finds:

The proposed amendment to the General Plan changing the Property’s land use designation from Commercial to Commercial-Manufacturing would allow the site to be developed with an industrial use, which is consistent with the area, including similar uses around Santa Anita Avenue. Pursuant to the Development Agreement for the Project, it will also provide for the opportunity for needed recreational and open space to serve residents in the City via the City Park Project. Furthermore, the General Plan amendment is intended to promote balanced and dynamic economic growth in the area and address the economic and open space and recreation needs of the City and surrounding region. The General Plan amendment would also be consistent with the following goals and objectives of the Land Use and Resource Elements of the General Plan:

Land Use Element

- (1) Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte.* Allowing for the development of a long vacant property into productive industrial use would expand and diversify the economic and employment opportunities in the City. Pursuant to the Development Agreement for the Project, it will also provide for the opportunity for needed recreational and open space to serve residents in the City via the City Park Project.
- (2) Policy 1.5: *Continue to provide opportunities for establishment and expansion of a broad range of industrial businesses within those areas of the City designated for industrial.* The new development will serve the area by creating a sole location for new industrial businesses to establish their operations within the area. This new industrial development along with the General Plan Amendment and Zone Change will allow new businesses to flourish in the City in an appropriate location within close proximity to State Route 60.
- (3) Goal 2: *Focus new revenue-generating development in those areas of the City with high visibility.* The proposed project will utilize a vacant parcel and provide a new revenue-generating industrial development with close access to the State Route 60.
- (4) Goal 3.0: *Accommodate new development that is compatible with and*

complements existing land uses. The Project would allow for the establishment of a new industrial building in an underutilized site that is compatible with the adjacent uses around Santa Anita Avenue.

- (5) Goal 6.0: *Provide for the revitalization of deteriorating land uses and properties.* The new development will not only provide a new industrial building and public park uses on a property that has lain vacant for many years but, will also provide off-site public improvements and improve the property's flood storage capacity via storage basin improvements (as defined in the EIR and Development Agreement for the Project) in the United States Army Corps of Engineers (USACE) easement area. Pursuant to the proposed Development Agreement for the Project will also allow for the City Public Park Project. These public and private improvements will revitalize the surrounding area.

Resources Element

- (1) Goal 1: *Provide local public park space at a ratio of two acres of park land per 1,000 City residents.* This desired ratio is not currently met. Once developed by the City, the City Public Park Project facilitated by the proposed Development Agreement for the Project will result in a net increase of park space of approximately 10.7 acres.
- (2) Goal 2.0: *Provide a comprehensive recreation program, adequate facilities, and proper maintenance of the parks and recreational facilities in the City.* The City Public Park Project facilitated by the proposed Development Agreement for the Project will increase the range of park and recreational facilities and programming in the City once developed by the City.

SECTION 4: The Planning Commission has determined that the following findings can be made in favor of the proposed Zone Change pursuant to Section 17.03.150 (Planning Commission Procedure) of the South El Monte Municipal Code:

1. *Substantial proof exists that the proposed change will promote the public health, safety, convenience and general welfare of the citizens of the City.* The Project will allow for the development of the property with a revenue and employment generating industrial use that will benefit the City as a whole. Currently, the Property is underdeveloped and underutilized and the proposed zone change will allow for improvements to the property that will address the City's economic and employment needs. The Project will also improve the Property's flood storage capacity via Storage Basin improvements (as defined in the Final EIR and Development Agreement for the Project) in the United States Army Corps of Engineers (USACE) easement area, which will benefit the City. Pursuant to the Development Agreement for the Project, the Project will also allow for the City Public Park Project, which will help meet the City's recreational needs.
2. *The proposed change is in conformance with the purpose of Chapter 17.03 of the SEMMC, and with all applicable, officially adopted policies and plans.* The proposed

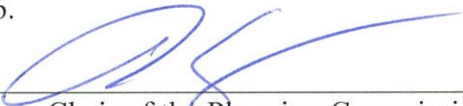
Project will change the Property from its existing zoning of Commercial to Manufacturing to ensure the industrial use proposed as part of the Project will conform to the Zoning Code and General Plan.

3. *Streets and public facilities existing or proposed are adequate to serve all uses permitted when the property is reclassified.* As detailed in the Final EIR for the Project, the use will not change the level of service of the surrounding streets and wastewater generation, storm drainage facilities, and water services all are anticipated to meet project demands.
4. *All uses permitted when the Property is reclassified will be compatible with present and potential future uses, and further, existing regulations applying to the property in question.* Since the Property is currently undeveloped with no present uses, the proposed zone change from Commercial to Manufacturing would be compatible with present and future uses, including the industrial use proposed as part of the Project.

SECTION 5: The Planning Commission of the City of South El Monte hereby **recommends** that the City Council certify the Final Environmental Impact Report; adopt the Findings of Fact and Statement of Overriding Consideration, approve the General Plan Amendment No. 23-03, and Zone Change No. 23-01 for the Project.

SECTION 6: Exhibits “A” and “B” hereto are incorporated herein by reference.

ADOPTED this 24th day of February 2026.


Chair of the Planning Commission

ATTEST:


Secretary, Renee Reyes

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SOUTH EL MONTE)

I, Renee Reyes, Secretary to the Planning Commission of the City of South El Monte, do hereby certify that Resolution No. 26-02 was duly passed and adopted by the Planning Commission of the City of South El Monte at a regular meeting of said Commission held on the 24th day of February, 2026.

AYES: Commissioner(s): Retamoza, Rubio, Vice Chair Barrera, and Chair Ortiz

NOES: Commissioner(s): None

ABSENT: Commissioner(s): Tang

ABSTAIN: Commissioner(s): None


Secretary, Renee Reyes

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT “B”

MITIGATION MONITORING & REPORTING PROGRAM

PLANNING COMMISSION

RESOLUTION NO. 26-03

A RESOLUTION OF THE SOUTH EL MONTE PLANNING COMMISSION APPROVING SUBDIVISION NO. 23-01, TENTATIVE PARCEL MAP NO. 084463, TO SUBDIVIDE ONE PARCEL INTO TWO SEPARATE LOTS IN THE CITY OF SOUTH EL MONTE AT 825 LEXINGTON-GALLATIN ROAD

WHEREAS, Magellan Value Partners (“Applicant”), filed an application for a Subdivision (SUBPRE No. 23-01) to subdivide one parcel into two separate lots in order to allow for the future development of an approximately 10.7-acre public city park by the City of South El Monte (“City”) (“City Park Project”) and development of an approximately 221,815 square-foot industrial building on an approximately 10.5-acre lot (“Project”) located at 825 Lexington-Gallatin Road, South El Monte, CA (“Property”) into two separate lots (“Subdivision”). The legal description of the Property will change following recordation of the Final Map. For purposes of this Tentative Parcel Map approval, the term “Project Site” means the portion of the Property upon which the Project will be located and does not include the approximately 10.5-acre portion of the Property that is proposed to be developed by the City as part of the City Park Project.

WHEREAS, pursuant to the proposed Development Agreement for the Project, the approximately 10.7-acre lot will be donated by the Applicant to the City for the future development of the City Park Project upon satisfaction of certain conditions precedent, as specified therein, pursuant to a Public Open Space Donation Agreement by and between the Applicant and the City.

WHEREAS no Subdivision is required for the Public Open Space Donation pursuant to the governmental agency conveyance exemption under the Subdivision Map Act (Government Code Section 66428(a)(2)) and City Municipal Code Section 16.08.010(H). Even so, the Subdivision has been deemed desirable by the Applicant and the City.

WHEREAS, concurrently herewith, Applicant has filed applications for: a General Plan Amendment (No. 23-03) and Zone Change (No. 23-01) and Conditional Use Permit (No. 23-07); and

WHEREAS, pursuant to South El Monte Municipal Code (“SEMMC”) Section 16.04.015, the Project, in part, requires Planning Commission review and approval because the Project consists of a Tentative Parcel Map application; and

WHEREAS, a public hearing was held before the Planning Commission on February 24, 2026, to consider the application. All evidence, both written and oral including the staff report and all related documents, presented during said public hearing was considered by the Planning Commission in making its determination.

THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

SECTION 1: The Planning Commission of the City of South El Monte hereby finds that the above recitals are true and correct and are incorporated herein by this reference.

SECTION 2: Pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. (“CEQA”), the State CEQA Guidelines (“CEQA Guidelines” and California Code of Regulations, Title 14, Sections 15000, et seq.), and the City’s Local CEQA Guidelines, an Environmental Impact Report (“EIR”) was prepared for the Project because it was determined there was substantial evidence that approval of the Project may have significant environmental impacts, with mitigation measures. Accordingly, the City prepared a Draft EIR in accordance with CEQA and the CEQA Guidelines, which was made available for public review and comment from August 28, 2025, to October 13, 2025. Pursuant to Section 15074(b) of the CEQA Guidelines, the Planning Commission independently reviewed and considered the contents of the Final EIR, which includes the Draft EIR, Responses to Comments, and the Mitigation Monitoring and Reporting Program (“MMRP”). Pursuant to the Planning Commission’s adoption of Resolution No. 26-02, the Planning Commission recommends approval by the City Council to certify the Final EIR, adopt CEQA Findings of Fact, and adopt a Statement of Overriding Considerations for the Project in compliance with CEQA and the CEQA Guidelines.

The Final EIR (State Clearinghouse No. 2024070062), with supporting studies, is incorporated herein by reference, and can be found on the City’s website. A copy of the Final EIR can be found at the State Clearinghouse, and at the City’s Community Development Division. The documents and other materials, which constitute the record on which this decision is based, are maintained by the City’s Department of Community Development.

SECTION 3: A record of the public hearing indicates the following:

A. With regard to the application for Vesting Tentative Parcel Map No. 084463 (“TPM”), attached hereto as Exhibit “A”, SEMMC Section 16.16.025 provides that the Planning Commission shall not approve a tentative map where:

- i. *The proposed subdivision, including design and improvements, is not consistent with the general plan or any applicable specific or precise plan.* The General Plan Land Use designation for the Property upon approval by the City Council of General Plan Amendment No. 23-03 will be “Commercial-Manufacturing”. The Project is permitted under that General Plan Land Use designation. The City Park Project, including athletic fields, is permitted under both the existing and proposed General Plan Land Use designations. There is no Specific Plan that applies to the Property.
- ii. *The site is not physically suitable for the type or proposed density of development.* The grade of the Property is flat and suitable for the Project and can support new development as proposed or in accordance with city regulations.
- iii. *The design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or injure fish or wildlife or their habitat.* The Property is undeveloped and covered by non-native grasses with sparse patches of ornamental vegetation. The Final EIR prepared for the Project and the City Public Park Project did not identify any threatened or endangered species on the Property

but nevertheless includes seven (7) required mitigation measures for biological resources requiring stadium light shielding features for the future City Public Park Project, pre-construction surveys for burrowing owl and pallid bat, construction best management practices to avoid impacts to special-status species, purchase of grassland habitat at an approved mitigation bank, and compliance with the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code (CFGF) Sections 3503, 3503.5, and 3513. Implementation of those seven (7) mitigation measures will reduce any potential impacts on biological resources to a less than significant level.

- iv. *The design of the subdivision or type of improvements is likely to cause serious public health problems.* As articulated in the Final EIR for the Project before the Planning Commission (Resolution No. 26-02), the CEQA analysis in the Final EIR to be certified by the City Council determined mitigation measures addressing potential significant impacts and the findings in the Statement of Overriding Considerations to be adopted by the City Council address the significant and unavoidable greenhouse gas (GHG) emissions impacts, which are not likely to cause serious public health problems.
- v. *The design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large for access through or use of, property within the proposed subdivision. The city may approve the subdivision if the city finds that the subdivider will provide alternate easements for access or use that are substantially equivalent to the easements previously acquired by the public. This subsection shall apply only to easements of record, or to easements established by judgment of a court of competent jurisdiction.* There are no conflicts of existing easements since the Applicant incorporated these easements into the design of the Project.
- vi. *The discharge of sewage from the proposed subdivision into the community sewer system would result in violation of existing requirements prescribed by the California Regional Water Quality Control Board.* Per the Final EIR, a sewer study was conducted and found that no violations would occur.
- vii. *A preliminary soils report or geological hazard report indicates adverse soil or geological conditions and the subdivider has failed to provide sufficient information to the satisfaction of the city engineer that the subdivider can correct such conditions.* All preliminary reports were submitted to the satisfaction of the City and will be confirmed by the City Engineer.
- viii. *The proposed subdivision is not consistent with all applicable provisions of the municipal code and the Subdivision Map Act.* Staff has determined that the Project meets all the requirements of the Subdivision Map Act as well as Title 16 (Subdivisions) of the SEMMC as detailed in the Staff Report.

B. The Project promotes the City's goals and objectives stated in the General Plan as detailed in Section 4. No goal or policy will be impaired.

C. The subdivision of one parcel into two separate lots with public park facilities and

industrial uses as designed and conditioned will not become a nuisance to surrounding properties.

SECTION 4: Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated February 24, 2026, which is hereby incorporated into this Resolution 26-03 by reference, the Planning Commission hereby finds:

A. As conditioned below at Section 7, the Project meets the requirements of the SEMMC, including Title 16, and will not be detrimental to the public health, safety or welfare, nor will it adversely affect nearby properties or the present or future development of the surrounding areas. The conditions that are included in this resolution, as well as the fact that many of the surrounding parcels include a range of uses including public parks, residential, industrial and commercial uses, ensure that this will hold true in the future.

B. As conditioned, the Project is consistent with the City's General Plan, provided the City Council accepts Planning Commission's recommendation in Resolution No. 26-02 (certifying the Project EIR, approving General Plan Amendment No. 23-03 and Zone Change No. 23-01). The proposed Project is compatible with the objectives, policies, general land uses, economic development and programs specified in the General Plan which includes, but is not limited to, the following goals:

Land Use Element

- (1) Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte.* Allowing for the development of a long vacant property into a productive industrial use would expand and diversify the economic and employment opportunities in the City. Pursuant to the Development Agreement for the Project, it will also provide for the opportunity for needed recreational and open space to serve residents in the City via the City Park Project.
- (2) Policy 1.5: *Continue to provide opportunities for establishment and expansion of a broad range of industrial businesses within those areas of the City designated for industrial.* The new development will serve the area by creating a sole location for new industrial businesses to establish their operations within the area. This new development along with the General Plan Amendment and Zone Change will allow new industrial businesses to flourish in the City in an appropriate location within close proximity to State Route 60.
- (3) Goal 2: *Focus new revenue-generating development in those areas of the City with high visibility.* The proposed Project will utilize a vacant parcel and provide a new revenue-generating industrial development with close access to the State Route 60.
- (4) Goal 3.0: *Accommodate new development that is compatible with and complements existing land uses.* The proposed Project would allow for the establishment of a new industrial building in an underutilized site that is compatible with the adjacent uses around Santa Anita Avenue.

- (5) Goal 6.0: *Provide for the revitalization of deteriorating land uses and properties.* The new development will not only provide a new industrial building on a property that has lain vacant for many years and will also provide off-site public improvements and will improve the Property's flood storage capacity via Storage Basin improvements (as defined in the EIR and Development Agreement for the Project) in the United States Army Corps of Engineers (USACE) easement area. Pursuant to the proposed Development Agreement for the Project, the Project will also allow for the City Public Park Project. These public and private improvements will revitalize the surrounding area.

Resources Element

- (1) Goal 1: *Provide local public park space at a ratio of two acres of park land per 1,000 City residents.* This desired ratio is not currently met. Once developed by the City, the City Public Park Project facilitated by the proposed Development Agreement for the Project will result in a net increase of park space of approximately 10.7 acres.
- (2) Goal 2.0: *Provide a comprehensive recreation program, adequate facilities, and proper maintenance of the parks and recreational facilities in the City.* The City Public Park Project facilitated by the proposed Development Agreement for the Project will increase the range of park and recreational facilities and programming in the City once developed by the City.

SECTION 5: Concurrently with the approval of the Tentative Parcel Map, the Applicant is requesting the approval of a Zone Change (No. 23-01) and General Plan Amendment (No. 23-03) which requires final approval by City Council. Thus, the Planning Commission's approval of this Subdivision will be contingent on the approval of the General Plan Amendment and Zone Change by City Council and shall not be effective until such approval by the City Council. The Planning Commission's approval of this Subdivision is also contingent on the City Council's certification of the Final EIR, adoption of CEQA Findings of Fact, and adoption of a Statement of Overriding Considerations for the Project and shall not be effective until such actions are taken by the City Council, which are prerequisites to City Council approval of the Zone Change and General Plan Amendment.

SECTION 6: Exhibits "A" and "B" hereto are incorporated herein by reference.

SECTION 7: Based on the aforementioned findings, the Planning Commission hereby **approves** Subdivision No. 23-01, Tentative Parcel Map No. 084463, subject to the following conditions:

General Conditions

1. The Applicant and the business entity allowed for hereunder shall indemnify, defend, and hold harmless the City, its officers, agents, employees, and volunteers from any and all claims, lawsuits, or actions arising from the granting of, or the exercise of, the rights permitted by this approval, and from any and all claims or losses occurring or resulting to

any person, firm, corporation, or property for damage, injury, or death arising out of, or connected in anyway, with the performance of the use permitted hereby. The Applicant's obligation to indemnify, defend, and hold harmless the City shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City's choice in representing the City in connection with any such claims, losses, lawsuits, or actions, and any award of damages or attorney's fees in any such lawsuit or action.

2. The Applicant and the business entity allowed for hereunder shall execute an Affidavit of Acceptance of these conditions in the presence of a Notary Public and return the Affidavit to the Director of Community Development & Public Works within 20 calendar days of the date of the City Council's approval of the Zone Change (No. 23-01) and General Plan Amendment (No. 23-03) for the Project.
3. The Subdivision approval shall lapse and become void if the privilege authorized is not utilized or where some form of construction pursuant to issuance of a building permit has not commenced within two years from the date of this approval or per the Development Agreement, whichever is longer.
4. Applicant and its employees, agents and contractors shall comply with all Municipal Code provisions, and county, state and federal regulations applicable to the project.

Planning Conditions

5. All buildings and walls must be finished with graffiti resistant materials. Any graffiti painted or marked upon the Property or on any adjacent area under the control of the Applicant shall be removed or painted over within 48 hours of discovery or notice from the City.
6. The Property shall be maintained in a safe and clean condition and the Applicant shall ensure that no trash or litter originating from the site is deposited on neighboring properties or the public right-of-way. At the end of each business day, the Applicant shall pick up any and all litter including but not limited to large, discarded items that may have collected in the Property's parking area and public right-of-way.
7. The Applicant shall maintain all required permits and licenses in good standing.
8. The Applicant understands that any violation of the foregoing conditions shall be grounds for the suspension, modification, or revocation of the Conditional Use Permit.
9. The construction site shall always be kept in a clean manner prior, during, and after construction.
10. The Applicant shall develop the Property as shown in the site plan and landscaping plan approved by the City Council.
11. The Applicant shall provide a detailed landscape and irrigation plan, prepared by a registered Landscape Architect to the Director of Community Development & Public

Works for review and approval prior to submitting the plans to the Building Division.

12. The Applicant shall install drought tolerant landscaping in strict compliance with a landscape plan prepared by a Landscape Architect drawn at a minimum scale of 1"=10' which will include all proposed softscape elements (included areas of ornamental plantings and turf areas), with the perimeter planting design for the exterior of building. The Applicant shall incorporate the following into the landscape plan:
 - a. Enclose all planters within parking lot areas with raised six-inch P.C.C. curbs, except at sidewalks, or as approved for stormwater retention plan.
 - b. Provide an automated underground irrigation system for all landscaped areas.
 - c. Provide adequate landscaping to completely screen all ground mounted mechanical equipment.
13. All exterior doors shall be lit with a minimum of one-foot candle power of intensity and constructed of tamper-resistant fixtures.
14. The Applicant shall have no outside storage of material or equipment during or after hours in the required parking lot areas or near the front entrance of the Property visible from Lexington-Gallatin Road.
15. There shall be no loading or unloading of materials on the public right of way (Lexington-Gallatin Road).
16. There shall be no queuing or parking of vehicles on or along Lexington-Gallatin Road as a result of this development.
17. At no time shall the site store inoperable freight trucks or vehicles in its parking areas either within the vehicle spaces or the freight truck spaces.
18. No repair of vehicles or freight trucks shall occur at any time.
19. All exterior lights on the property shall be LED and shall be directed, positioned, and/or shielded such that they do not illuminate surrounding properties and/or the public right of way.
20. For security purposes, lighting shall be place in such a way as to illuminate the area surrounding the trash enclosure(s), transformer, and all vehicle parking spaces. This lighting shall be un-switched and photo sensor controlled.
21. Any bollards on the site visible from the public right of way shall be decorative in nature and shall be approved by the Director of Community Development & Public Works or designee.
22. Noise generated from the site shall comply with the South El Monte Municipal Code 8.20.
23. The applicant shall incorporate a copy of these conditions of approval and mitigation measures into the approved set of building plans.

24. The final subdivision parcel map shall be finalized and recorded prior to the issuance of building permits, unless the City Attorney determines that a final subdivision parcel map is not required.
25. The applicant understands and agrees that if changes to the original plans (as approved and on file) are required during construction, revised plans shall be provided to the Community Development Department for review and approval prior to the implementation of such changes. Please note that certain changes may also require approvals from other departments/agencies.
26. Subdivision No. 23-01 shall be null and void if General Plan Amendment No. 23-03 and Zone Change 23-01 were to be denied by the City Council.

Public Works Conditions

The following are Engineering/Public Works conditions and shall be incorporated into submittal plans, show the conditions on site plans and on grading plans (No handwritten notes, stickers etc. shall be accepted).

- PW1. The second sheet of building plans, grading plans and/or offsite improvement plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
- PW2. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
 - a) Observation of cleared areas and benches prepared to receive fill;
 - b) Observation of the removal of all unsuitable soils and other materials;
 - c) The approval of soils to be used as fill material;
 - d) Inspection of compaction and placement of fill;
 - e) The testing of compacted fills; and
 - f) The inspection of review of drainage devices.
- PW3. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by another soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the Public Works Department, a new Preliminary Soils and/or Geotechnical Investigation.
- PW4. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.
- PW5. LID review shall be completed prior submitting grading plans for plan review. Grading plans shall be submitted including the proof of approval of LID or exemption of LID.

- PW6. Install new driveway approach in accordance with SPPWC Standard Plan 110-2, and as directed by the City Engineer or his/her designee. No portion of the driveway and/or parkway drain shall encroach to the frontage of the adjacent property.
- PW7. Install new concrete sidewalk behind landscaped parkway along the length of the property frontage in accordance with SPPWC Standard Plan 113-2, and as directed by the City Engineer and/or his/her designee.
- PW8. Install an irrigation system and landscape the designated parkway area, and as directed by the City Engineer and/or his/her designee.
- PW9. Install new curb and gutter along the length of the property frontage in accordance with SPPWC standard plan 120-2, and as directed by the City Engineer or his/her designee.
- PW10. Relocate vault from the sidewalk as directed by the City Engineer or his/her designee.
- PW11. Rehabilitate existing AC street pavement along the length of the property frontage to the centerline of the street as directed by the City Engineer or his/her designee.
- PW12. Underground all utility services to the property.
- PW13. Sewer Study shall be reviewed and approved by the City Engineer or his/her designee, prior to the issuance of permits. If sewer is found to be inadequate, sewer improvement plans shall be submitted to the City for approval and required improvements shall be made at the sole cost to the property owner/developer.
- PW14. Project shall be reviewed and approved by the City Traffic Engineer, prior to the issuance of permits. Any mitigation measures shown on the traffic study if any shall be made at the sole cost to the property owner/developer.

PARCEL MAP REQUIREMENTS

- PW15. A final parcel map prepared by or under the direction of a registered civil engineer or licensed land surveyor shall be submitted to and approved by the City prior to being filed with the Los Angeles County Recorder.
- PW16. A soils report is required.
- PW17. A preliminary parcel map guarantee shall be provided which indicates all trust deeds (to include the name of the trustee), all easement holders, all fee interest holders, and all interest holders whose interest could result in a fee. The account for this title report shall remain open until the final parcel map is filed with the Los Angeles County Recorder.
- PW18. Easements shall not be granted or recorded within any area proposed to be dedicated, offered for dedication, or granted for use as a public street, alley, highway, right of access,

building restriction, or other easements until after the final parcel map is approved by the City and filed with the Los Angeles County Recorder; unless such easement is subordinated to the proposed dedication or grant. If easements are granted after the date of tentative approval, a subordination shall be executed by the easement holder prior to the filing of the final parcel map.

PW19. Monumentation of parcel map boundaries, street centerlines, and lot boundaries is required if the map is based on a field survey.

PW20. All conditions from City Departments and Divisions shall be incorporated into the parcel map prior to submitting the parcel map for review.

PW21. In accordance with California Government Code Sections 66442 and/or 66450, documentation shall be provided indicating the mathematical accuracy and survey analysis of the parcel map and the correctness of all certificates. Proof of ownership and proof of original signatures shall also be provided.

PW22. Proof of Tax clearance shall be provided at the time of parcel map review submittal.

PW23. Upon submittal of the parcel map for review by the City, a letter signed by both the subdivider and the engineer shall be provided which indicates that these individuals agree to submit five (5) blueprints and one sepia mylar of the recorded map to the City Public Works Department.

PW24. A reciprocal easement for ingress and egress, sanitary sewer, utility, drainage, water shall be provided for each property that does not front on or have direct access to the public way. Services to each property shall be underground and shall be located in a trench within this easement.

Building Division Conditions

- B1. The second sheet of building plans is to list all conditions of approval and to include a copy of the Planning Commission and City Council Resolutions. This information shall be incorporated into the plans prior to the first submittal for plan check.
- B2. Plans prepared in compliance with the current Building Code shall be submitted to Building Division for review prior permit issuance.
- B3. Fees shall be paid to the County of Los Angeles Sanitation District prior to issuance of the building permit.
- B4. The building shall be addressed as 825 Lexington-Gallatin RD, and an application to assign unit numbers shall be filed with the City prior to plan check submittal.

- B5. In accordance with paragraph 5538(b) of the California Business and Professions Code, plans are to be prepared and stamped by a licensed architect.
- B6. Structural calculations prepared under the direction of an architect, civil engineer or structural engineer shall be provided.
- B7. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
 - a) Observation of cleared areas and benches prepared to receive fill;
 - b) Observation of the removal of all unsuitable soils and other materials;
 - c) The approval of soils to be used as fill material;
 - d) Inspection of compaction and placement of fill;
 - e) The testing of compacted fills; and
 - f) The inspection of review of drainage devices.
- B8. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by other soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the City, a new Preliminary Soils and/or Geotechnical Investigation.
- B9. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.
- B10. Stormwater Planning Program LID Plan Checklist (MS4-1 FORM) completed by Engineer of Record shall be copied on the first sheet of Building Plans and on the first sheet of Grading Plans. The form can be found at the following link <https://www.dropbox.com/scl/fi/xliqonam5j4jro5oklnw4/MS4-Permit-LID-Determination-Form.pdf?rlkey=wr7tu632u2staheexj6vqvsvg&dl=0>
- B11. Prior to submitting grading plans to Engineering Department, LID review shall be completed and approved.
- B12. All State of California disability access regulations for accessibility shall be complied with.
- B13. The property shall be surveyed, and the boundaries marked by a land surveyor licensed by the State of California.

- B14. Foundation inspection will not be made until the excavation has been surveyed and the setbacks determined to be in accordance with the approved plans by a land surveyor licensed by the State of California. THIS NOTE IS TO BE PLACED ON THE FOUNDATION PLAN IN A PROMINENT LOCATION.
- B15. Separate application and plan review is required for Electrical plans.
- B16. Separate application and plan review is required for Mechanical plans.
- B17. Separate application and plan review is required for Plumbing plans.
- B18. Plumbing fixtures shall be provided as required by the Chapter 4 of the California Plumbing Code. Additional fixtures may be required if not in compliance.
- B19. Project shall comply with the CalGreen Non-Residential mandatory requirements.
- B20. Prior to the issuance of building permit, a written consent shall be obtained from the current easement holder(s) for any proposed development encroaching into existing easement(s).
- B21. All fire sprinkler hangers must be designed, and their location approved by an engineer or an architect. Calculations must be provided indicating that the hangers are designed to carry the tributary weight of the water filled pipe plus a 250-pound point load. A plan indication this information must be stamped by the engineer or the architect and submitted for approval prior to issuance of the building permit.
- B22. Separate permit is required for Fire Sprinklers.
- B23. Building permits shall not be issued until the final map has been prepared to the satisfaction of the Building Official.

Los Angeles County Fire Department Conditions

- 1. Submitted plans shall correspond with the plans approved by the County of Los Angeles Fire Department Fire Prevention Division Land Development Unit.
- 2. Access as noted on the Tentative and the Exhibit Maps shall comply with Title 21 (County of Los Angeles Subdivision Code) and Section 503 of the Title 32 (County of Los Angeles Fire Code), which requires an all-weather access surface to be clear to sky.
- 3. The Final Map shall be submitted to the Land Development Unit for review and approval prior recordation.

4. The driveways required for Fire Apparatus Access Roads shall be indicated on the Final Map as "Private Driveway and Fire Lane" with the widths clearly depicted.
5. Fire hydrant improvement plans shall be submitted for review and approval prior to the clearance of the final map.
6. Review and approval by the County of Los Angeles Fire Department, Fire Prevention Engineering Section Building Plan Check Unit may be required for this project prior to building permit issuance. Please contact the Fire Prevention Engineering Section at (323) 890-4125 for information on EPICLA submittals.

County of Los Angeles Sheriff's Department Conditions

1. The Department recommends that the principles of Crime Prevention through Environmental Design (CPTED) are incorporated in the design plans. The goal of CPTED is to reduce opportunities for criminal activities by employing physical design features that discourage anti-social behavior, while encouraging the legitimate use of the site. The overall tenant of CPTED include defensible space, territoriality, surveillance, lighting, landscaping, and physical security. The Department recommends installation of security cameras to reduce opportunities for criminal activities, where feasible.
2. The proposed Project will benefit from a landscaping maintenance program that would minimize opportunities for individuals to hide. The Station also recommends limiting the height of hedge-type plants around security gates that would allow visibility from the street. Trees should not block building addresses from street patrol car line of sight.
3. The installation of security cameras for a video monitoring system and building lights with motion sensors is beneficial, where feasible. Appropriate gate hardware such as keypad/keycard access and automatic gate closers can be implemented where feasible to limit unauthorized access and for easy monitoring. In addition, the proposed locations of exterior building security cameras shall be considered in areas where law enforcement can adequately identify vehicle license plates upon entry/exit into the proposed Project with adequate lighting to enhance visibility. Installation of security cameras inside the secured area, at each entry/exit points, at the loading dock, at the rear and at the office, along with interior keypad/keycard access should be considered where feasible. An alarm system is also recommended to discourage criminal activity and generate response calls. Alarms should be considered to be installed on all access points and fences, with motion detection on the interior of the warehouse & office.
4. Provide numerical addresses in font size on the corner of the building that can be easily viewed and read from the street.
5. A Construction Traffic Management Plan should also be established as part of the proposed Project to address construction-related traffic congestion and emergency access issues. If temporary lane closures are necessary for the installation of utilities, emergency access should be maintained at all times. Flag persons and/or detours should be provided as needed

to ensure safe traffic operations, and construction signs should be posted to advise motorists of reduced construction zone speed limits.

6. Effective traffic and security plans should be developed to address potential issues from criminal activity at the proposed Project site, in coordination with all jurisdictional approvals.
7. The Project Applicant will be required to pay all applicable development fees associated with the Project.

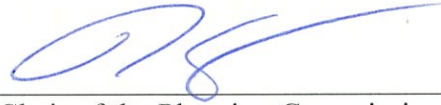
Mitigation Measures

1. The Mitigation Monitoring and Reporting Program, which was prepared for the proposed project and certified by the City Council upon completion of the Environmental Impact Report, shall be made part of the conditions of approval.
2. The applicant and any successor owners shall be responsible for implementing the mitigation measures and conditions of approval and provide all necessary documentation.

SECTION 8: Any interested party may appeal this decision to the City Council pursuant to SEMMC Section 17.03.130.

[SIGNATURES ON FOLLOWING PAGE]

ADOPTED this 24th day of February, 2026.



Chair of the Planning Commission

ATTEST:



Secretary, Renee Reyes

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SOUTH EL MONTE)

I, Renee Reyes, Secretary to the Planning Commission of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 26-03 was duly passed and adopted by the Planning Commission of the City of South El Monte at a regular meeting of said Commission held on the 24th day of February 2026.

AYES: Commissioner(s): Retamoza, Rubio, Vice Chair Barrera, and Chair Ortiz

NOES: Commissioner(s): None

ABSENT: Commissioner(s): Tang

ABSTAIN: Commissioner(s): None



Secretary, Renee Reyes

EXHIBIT “A”

LEGAL DESCRIPTION OF THE PROPERTY

The APNs and legal description of the Property will change with the filing of TPM No. 084463

EXHIBIT “B”

TENTATIVE PARCEL MAP NO. 084463

PLANNING COMMISSION

RESOLUTION NO. 26-04

A RESOLUTION OF THE SOUTH EL MONTE PLANNING COMMISSION APPROVING CONDITIONAL USE PERMIT (NO. 23-07) ALLOWING FOR THE DEVELOPMENT OF A 221,815 SQUARE-FOOT INDUSTRIAL BUILDING IN THE CITY OF SOUTH EL MONTE AT 825 LEXINGTON-GALLATIN ROAD

WHEREAS, Magellan Value Partners (“Applicant”) has filed an application for a Conditional Use Permit (“CUP”) to allow for the development of a 221,815 square-foot industrial building (“Project”) on an approximately 10.5-acre portion of the property located at 825 Lexington-Gallatin Road, South El Monte, CA (“Property”). The legal description of the Property attached hereto as Exhibit “A” will change following recordation of the Final Map for the Project, which will establish two separate legal lots on the Property.

WHEREAS, concurrently herewith, Applicant has filed applications for: a General Plan amendment (No. 23-03), Zone Change (No. 23-01), Subdivision (No. 23-01), (Tentative Parcel Map No. 084463); and certification of an Environmental Impact Report.

WHEREAS, pursuant to the proposed Development Agreement for the Project, an approximately 10.7-acre portion of the Property will be donated by the Applicant to the City for the future development of a public park by the City upon satisfaction of certain conditions precedent, as specified therein (“City Park Project”). For purposes of this CUP, the term “Project Site” means the portion of the Property upon which the Project will be located and does not include the approximately 10.5-acre portion of the Property that is proposed to be developed by the City as part of the City Park Project.

WHEREAS, a public hearing was held before the Planning Commission on February 24, 2026, to consider the application. All evidence, both written and oral, presented during said public hearing including the staff report and all related documents were considered by the Planning Commission in making its determination.

THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

SECTION 1: The Planning Commission of the City hereby finds that the above recitals are true and correct and are incorporated herein by this reference.

SECTION 2: Pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. (“CEQA”), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, et seq.), and the City’s Local CEQA Guidelines, an Initial Study was prepared to determine the potential environmental effects of the proposed Project, including but not limited to the adoption of a General Plan Amendment and Zone Change. Based on the information contained in the Initial Study, it was determined there was substantial evidence that approval of the Project may have significant environmental impacts with

implementation of required mitigation measures. Accordingly, the City prepared an Environmental Impact Report (“EIR”) and public notices in accordance with State CEQA Guidelines and was made available for public review and comment from August 28, 2025, to October 13, 2025. Pursuant to Section 15074(b) of said Guidelines, the Planning Commission independently reviewed and considered the contents of the Initial Study and the EIR. Pursuant to the Planning Commission’s adoption of Resolution No. 26-02, the Planning Commission recommends to the City Council to certify the EIR and Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations for the Project in compliance with CEQA Guidelines.

The EIR (State Clearing House No. 2024070062), with supporting studies, is incorporated herein by reference, and can be found on the City’s website. A copy of the EIR can also be found at the State Clearinghouse, and at the City’s Community Development Division. The documents and other materials, which constitute the record on which this decision is based, are maintained by the City’s Department of Community Development.

SECTION 3: A record of the public hearing indicates the following:

A. The application for a CUP, SEMMC Section 17.03.060 requires that the Planning Commission “find that the proposed Project shall not be detrimental to persons or properties in the immediate vicinity nor to the City in general.”

B. The General Plan Land Use designation and Zoning Code designation for the Property upon approval by the City Council of General Plan Amendment No. 23-03 and Zone Change No. 23-01 will be “Commercial-Manufacturing,” and “Manufacturing,” respectively. The Project is permitted under those General Plan and Zoning Code designations.

C. The Project promotes the City’s goals and objectives stated in the General Plan. No goal or policy will be impaired.

D. As conditioned, the construction and operation of the Project will not be a nuisance to surrounding properties.

SECTION 4: Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated February 24, 2026, which is hereby incorporated into this Resolution 26-04 by reference, the Planning Commission hereby finds:

A. As conditioned, the Project meets the requirements of SEMMC Chapter 17.03.060 and will not be detrimental to the public health, safety, or welfare, nor will it adversely affect property values or the present or future development of the surrounding areas. The conditions that are included in this resolution, as well as the fact that various screening and buffering methods are proposed with the Project ensures this will hold true in the future.

B. Pursuant to SEMMC Section 17.03.060, the approval of the CUP will not be detrimental to persons or properties in the immediate vicinity nor to the City in general. This is because the Project, as conditioned, will be required to operate in a way that does not negatively impact the surrounding area through conditions imposed herein.

C. As conditioned, the Project represents a modern, quality industrial establishment on an underutilized site that will be compatible with the surrounding area, including similar uses around Santa Anita Avenue. The Project will result in positive and productive changes to vacant land and contribute to the general economic well-being of the City, consistent with various General Plan policies and goals, as detailed below

D. As conditioned, the Project is consistent with the City's General Plan, provided the City Council adopts the amendments to the General Plan (No. 23-03) and Zone Change (No. 23-01), respectively. The Project is compatible with the objectives, policies, general land uses, economic development and programs specified in the General Plan which includes, but is not limited to, the following goals:

Land Use Element

- (1) Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte.* Allowing for the development of a vacant site into a productive industrial use would expand and diversify the economic and employment opportunities in the City. Pursuant to the Development Agreement for the Project, it will also provide for the opportunity for needed recreational and open space to serve residents in the City via the City Park Project.
- (2) Policy 1.5: *Continue to provide opportunities for establishment and expansion of a broad range of industrial businesses within those areas of the City designated for industrial.* The new development will serve the area by creating a sole location for new industrial businesses to establish their operations within the area. This new development along with the General Plan Amendment and Zone Change will allow new industrial businesses to flourish in the City in an appropriate location within close proximity to State Route 60.
- (3) Goal 2: *Focus new revenue-generating development in those areas of the City with high visibility.* The proposed project will utilize a vacant parcel and provide a new revenue-generating industrial development with close access to the State Route 60.
- (4) Goal 3.0: *Accommodate new development that is compatible with and complements existing land uses.* The Project would allow for the establishment of a new industrial building in an underutilized site that is compatible with the adjacent uses around Santa Anita Avenue.
- (5) Goal 6.0: *Provide for the revitalization of deteriorating land uses and properties.* The Project will provide a new industrial building on a property that has lain vacant for many years and will also provide off-site public improvements and will improve the Property's flood storage capacity via Storage Basin improvements (as defined in the EIR and Development Agreement for the Project) in the United States Army Corps of Engineers (USACE) easement area. Pursuant to the proposed Development Agreement for the Project, the Project will also allow for the City Public Park Project. These public and private improvements will

revitalize the surrounding area.

Resources Element

- (1) Goal 1: *Provide local public park space at a ratio of two acres of park land per 1,000 City residents.* This desired ratio is not currently met. Once developed by the City, the City Public Park Project facilitated by the proposed Development Agreement for the Project will result in a net increase of park space of approximately 10.7 acres.
- (2) Goal 2.0: *Provide a comprehensive recreation program, adequate facilities, and proper maintenance of the parks and recreational facilities in the City.* The City Public Park Project facilitated by the proposed Development Agreement for the Project will increase the range of park and recreational facilities and programming in the City once developed by the City.

SECTION 5: Concurrently with the approval of the Tentative Parcel Map, the Applicant is requesting the approval of a Zone Change (No. 23-01) and General Plan Amendment (No. 23-03) which requires final approval by City Council. Thus, the Planning Commission's approval of this CUP is contingent on the approval of the General Plan Amendment and Zone Change by City Council and shall not be effective until such approval by the City Council. The Planning Commission's approval of this CUP is also contingent on the City Council's certification of the Final EIR, adoption of CEQA Findings of Fact, and adoption of a Statement of Overriding Considerations for the Project and shall not be effective until such actions are taken by the City Council, which are prerequisites to City Council approval of the Zone Change and General Plan Amendment.

SECTION 6: Exhibits "A" hereto are incorporated herein by reference.

SECTION 7: Based on the aforementioned findings, the Planning Commission hereby **approves** Conditional Use Permit (No. 23-07) to develop the Project subject to the following conditions:

General Conditions

1. The Applicant and the business entity allowed for hereunder shall indemnify, defend, and hold harmless the City, its officers, agents, employees, and volunteers from any and all claims, lawsuits, or actions arising from the granting of, or the exercise of, the rights permitted by this approval, and from any and all claims or losses occurring or resulting to any person, firm, corporation, or property for damage, injury, or death arising out of, or connected in anyway, with the performance of the use permitted hereby. The Applicant's obligation to indemnify, defend, and hold harmless the City shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City's choice in representing the City in connection with any such claims, losses, lawsuits, or actions, and any award of damages or attorney's fees in any such lawsuit or action.
2. The Applicant and the business entity allowed for hereunder shall execute an Affidavit of Acceptance of these conditions in the presence of a Notary Public and return the Affidavit

to the Director of Community Development & Public Works within 20 calendar days of the date of the City Council's approval of the Zone Change (No. 23-01) and General Plan Amendment (No. 23-03) for the Project.

3. The Conditional Use Permit approval shall lapse and become void if the privilege authorized is not utilized or where some form of construction pursuant to issuance of a building permit has not commenced within two years from the date of this approval or per the Development Agreement for the Project, whichever is longer.
4. Applicant and its employees, agents and contractors shall comply with all Municipal Code provisions, and county, state and federal regulations applicable to the project.

Planning Conditions

5. All buildings and walls must be finished with graffiti resistant materials. Any graffiti painted or marked upon the Project Site or on any adjacent area under the control of the Applicant shall be removed or painted over within 48 hours of discovery or notice from the City.
6. The Project Site shall be maintained in a safe and clean condition and the Applicant shall ensure that no trash or litter originating from the site is deposited on neighboring properties or the public right-of-way. At the end of each business day, the Applicant shall pick up any and all litter including but not limited to large, discarded items that may have collected in the parking area on the Project Site and public right-of-way (Lexington-Gallatin Road).
7. The Applicant shall maintain all required permits and licenses in good standing.
8. The Applicant understands that any violation of the foregoing conditions shall be grounds for the suspension, modification, or revocation of the Conditional Use Permit.
9. The construction site shall always be kept in a clean manner prior, during, and after construction.
10. The Applicant shall develop the Project in substantial conformance with the site plan and landscaping plan approved by the City Council, as determined by the Director of Community Development.
11. The Applicant shall provide a detailed landscape and irrigation plan for the Project Site, prepared by a registered Landscape Architect to the Director of Community Development & Public Works for review and approval prior to submitting the plans to the Building Division.
12. The Applicant shall install drought tolerant landscaping on the Project Site in strict compliance with a landscape plan prepared by a Landscape Architect drawn at a minimum scale of 1"=10' which will include all proposed softscape elements (included areas of ornamental plantings and turf areas), with the perimeter planting design for the exterior of building. The Applicant shall incorporate the following into the landscape plan:

- a. Enclose all planters within parking lot areas with raised six-inch P.C.C. curbs, except at sidewalks, or as approved for stormwater retention plan.
 - b. Provide an automated underground irrigation system for all landscaped areas.
 - c. Provide adequate landscaping to completely screen all ground mounted mechanical equipment.
13. All exterior doors shall be lit with a minimum of one-foot candle power of intensity and constructed of tamper-resistant fixtures.
14. The Applicant shall have no outside storage of material or equipment during or after hours in the required parking lot areas or near the front entrance of the Project Site visible from Lexington-Gallatin Road.
15. There shall be no loading or unloading of materials on the public right of way (Lexington-Gallatin Road).
16. There shall be no queuing or parking of vehicles on or along Lexington-Gallatin Road as a result of the Project.
17. At no time shall the Project Site store inoperable freight trucks or vehicles in its parking areas either within the vehicle spaces or the freight truck spaces.
18. No repair of vehicles or freight trucks shall occur at any time on the Project Site.
19. All exterior lights on the Project Site shall be LED and shall be directed, positioned, and/or shielded such that they do not illuminate surrounding properties and/or the public right of way.
20. For security purposes, lighting on the Project Site shall be place in such a way as to illuminate the area surrounding the trash enclosure(s), transformer, and all vehicle parking spaces. This lighting shall be un-switched and photo sensor controlled.
21. Any bollards on the Project Site visible from the public right of way shall be decorative in nature and shall be approved by the Director of Community Development & Public Works or designee.
22. Noise generated from the Project Site shall comply with the South El Monte Municipal Code 8.20.
23. The applicant shall incorporate a copy of these conditions of approval and mitigation measures into the approved set of building plans.
24. The final subdivision parcel map shall be finalized and recorded prior to the issuance of building permits, unless the City Attorney determines that a final subdivision parcel map is not required.
25. The applicant understands and agrees that if changes to the original plans (as approved and on file) are required during construction, revised plans shall be provided to the Community Development Department for review and approval prior to the implementation of such

changes. Please note that certain changes may also require approvals from other departments/agencies.

26. Conditional Use Permit No. 23-07 shall be null and void if the General Plan Amendment No. 23-03 and Zone Change 23-01 were to be denied by the City Council.

Public Works Conditions

The following are Engineering/Public Works conditions and shall be incorporated into submittal plans, show the conditions on site plans and on grading plans (No handwritten notes, stickers etc. shall be accepted).

- PW1. The second sheet of building plans, grading plans and/or offsite improvement plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
- PW2. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
- a) Observation of cleared areas and benches prepared to receive fill;
 - b) Observation of the removal of all unsuitable soils and other materials;
 - c) The approval of soils to be used as fill material;
 - d) Inspection of compaction and placement of fill;
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- PW3. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by another soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the Public Works Department, a new Preliminary Soils and/or Geotechnical Investigation.
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- PW6. Install new driveway approach on the Project Site in accordance with SPPWC Standard Plan 110-2, and as directed by the City Engineer or his/her designee. No portion of the driveway and/or parkway drain shall encroach to the frontage of the adjacent property.

- PW7. Install new concrete sidewalk on the Project Site behind landscaped parkway along the length of the Project Site frontage in accordance with SPPWC Standard Plan 113-2, and as directed by the City Engineer and/or his/her designee.
- PW8. Install an irrigation system and landscape the designated parkway area on the Project Site, and as directed by the City Engineer and/or his/her designee.
- PW9. Install new curb and gutter along the length of the Project Site frontage in accordance with SPPWC standard plan 120-2, and as directed by the City Engineer or his/her designee.
- PW10. Relocate vault from the sidewalk as directed by the City Engineer or his/her designee.
- PW11. Rehabilitate existing AC street pavement along the length of the Project Site frontage to the centerline of the street as directed by the City Engineer or his/her designee.
- PW12. Underground all utility services to the Project Site.
- PW13. Sewer Study shall be reviewed and approved by the City Engineer or his/her designee, prior to the issuance of permits. If sewer is found to be inadequate, sewer improvement plans shall be submitted to the City for approval and required improvements shall be made at the sole cost to the property owner/developer.
- PW14. The Project shall be reviewed and approved by the City Traffic Engineer, prior to the issuance of permits. Any mitigation measures shown on the traffic study if any shall be made at the sole cost to the property owner/developer.

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- PW16. A soils report is required.
- PW17. A preliminary parcel map guarantee shall be provided which indicates all trust deeds (to include the name of the trustee), all easement holders, all fee interest holders, and all interest holders whose interest could result in a fee. The account for this title report shall remain open until the final parcel map is filed with the Los Angeles County Recorder.
- PW18. Easements shall not be granted or recorded within any area proposed to be dedicated, offered for dedication, or granted for use as a public street, alley, highway, right of access, building restriction, or other easements until after the final parcel map is approved by the City and filed with the Los Angeles County Recorder; unless such easement is subordinated to the proposed dedication or grant. If easements are granted after the date of tentative approval, a subordination shall be executed by the easement holder prior to the filing of the final parcel map.

- PW19. Monumentation of parcel map boundaries, street centerlines, and lot boundaries is required if the map is based on a field survey.
- PW20. All conditions from City Departments and Divisions shall be incorporated into the parcel map prior to submitting the parcel map for review.
- PW21. In accordance with California Government Code Sections 66442 and/or 66450, documentation shall be provided indicating the mathematical accuracy and survey analysis of the parcel map and the correctness of all certificates. Proof of ownership and proof of original signatures shall also be provided.
- PW22. Proof of Tax clearance shall be provided at the time of parcel map review submittal.
- PW23. Upon submittal of the parcel map for review by the City, a letter signed by both the subdivider and the engineer shall be provided which indicates that these individuals agree to submit five (5) blueprints and one sepia mylar of the recorded map to the City Public Works Department.

Building Division Conditions

- B1. The second sheet of building plans is to list all conditions of approval and to include a copy of the Planning Commission and City Council Resolutions. This information shall be incorporated into the plans prior to the first submittal for plan check.
- B2. Plans prepared in compliance with the current Building Code shall be submitted to Building Division for review prior permit issuance.
- B3. Fees shall be paid to the County of Los Angeles Sanitation District prior to issuance of the building permit.
- B4. The building shall be addressed as 825 Lexington-Gallatin RD, and an application to assign unit numbers shall be filed with the City prior to plan check submittal.
- B5. In accordance with paragraph 5538(b) of the California Business and Professions Code, plans are to be prepared and stamped by a licensed architect.
- B6. Structural calculations prepared under the direction of an architect, civil engineer or structural engineer shall be provided.
- B7. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
- a) Observation of cleared areas and benches prepared to receive fill;
 - b) Observation of the removal of all unsuitable soils and other materials;

- c) The approval of soils to be used as fill material;
 - d) Inspection of compaction and placement of fill;
 - e) The testing of compacted fills; and
 - f) The inspection of review of drainage devices.
- B8. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation for the Project Site accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by other soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the City, a new Preliminary Soils and/or Geotechnical Investigation.
- B9. A grading and drainage plan for the Project Site shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.
- B10. Stormwater Planning Program LID Plan Checklist (MS4-1 FORM) completed by Engineer of Record shall be copied on the first sheet of Building Plans and on the first sheet of Grading Plans. The form can be found at the following link <https://www.dropbox.com/scl/fi/xliqonam5j4jro5oklnw4/MS4-Permit-LID-Determination-Form.pdf?rlkey=zc7tu632u2staheexj6vqvsvg&dl=0>
- B11. Prior to submitting grading plans to Engineering Department, LID review shall be completed and approved.
- B12. All State of California disability access regulations for accessibility shall be complied with.
- B13. The property shall be surveyed, and the boundaries marked by a land surveyor licensed by the State of California.
- B14. Foundation inspection will not be made until the excavation has been surveyed and the setbacks determined to be in accordance with the approved plans by a land surveyor licensed by the State of California. THIS NOTE IS TO BE PLACED ON THE FOUNDATION PLAN IN A PROMINENT LOCATION.
- B15. Separate application and plan review is required for Electrical plans.
- B16. Separate application and plan review is required for Mechanical plans.
- B17. Separate application and plan review is required for Plumbing plans.

- B18. Plumbing fixtures shall be provided as required by the Chapter 4 of the California Plumbing Code. Additional fixtures may be required if not in compliance.
- B19. The Project shall comply with the CalGreen Non-Residential mandatory requirements.
- B20. Prior to the issuance of building permit, a written consent shall be obtained from the current easement holder(s) for any proposed development encroaching into existing easement(s).
- B21. All fire sprinkler hangers must be designed, and their location approved by an engineer or an architect. Calculations must be provided indicating that the hangers are designed to carry the tributary weight of the water filled pipe plus a 250-pound point load. A plan indication this information must be stamped by the engineer or the architect and submitted for approval prior to issuance of the building permit.
- B22. Separate permit is required for Fire Sprinklers.
- B23. Building permits shall not be issued until the final map has been prepared to the satisfaction of the Building Official, unless the City Attorney determines that a final map is not required.

Los Angeles County Fire Department Conditions

- 1. Submitted plans shall correspond with the plans approved by the County of Los Angeles Fire Department Fire Prevention Division Land Development Unit.
- 2. Access as noted on the Tentative and the Exhibit Maps shall comply with Title 21 (County of Los Angeles Subdivision Code) and Section 503 of the Title 32 (County of Los Angeles Fire Code), which requires an all-weather access surface to be clear to sky.
- 3. The Final Map shall be submitted to the Land Development Unit for review and approval prior recordation.
- 4. The driveways required for Fire Apparatus Access Roads shall be indicated on the Final Map as "Private Driveway and Fire Lane" with the widths clearly depicted.
- 5. Fire hydrant improvement plans shall be submitted for review and approval prior to the clearance of the final map.
- 6. Review and approval by the County of Los Angeles Fire Department, Fire Prevention Engineering Section Building Plan Check Unit may be required for the Project prior to

building permit issuance. Please contact the Fire Prevention Engineering Section at (323) 890-4125 for information on EPICLA submittals.

County of Los Angeles Sheriff's Department Conditions

1. The Department recommends that the principles of Crime Prevention through Environmental Design (CPTED) are incorporated in the design plans. The goal of CPTED is to reduce opportunities for criminal activities by employing physical design features that discourage anti-social behavior, while encouraging the legitimate use of the site. The overall tenant of CPTED include defensible space, territoriality, surveillance, lighting, landscaping, and physical security. The Department recommends installation of security cameras on the Project Site to reduce opportunities for criminal activities, where feasible.
2. The Project will benefit from a landscaping maintenance program that would minimize opportunities for individuals to hide. The Station also recommends limiting the height of hedge-type plants around security gates that would allow visibility from the street. Trees should not block building addresses from street patrol car line of sight.
3. The installation of security cameras for a video monitoring system and building lights with motion sensors is beneficial, where feasible. Appropriate gate hardware such as keypad/keycard access and automatic gate closers can be implemented where feasible to limit unauthorized access and for easy monitoring. In addition, the proposed locations of exterior building security cameras shall be considered in areas where law enforcement can adequately identify vehicle license plates upon entry/exit into the proposed Project with adequate lighting to enhance visibility. Installation of security cameras inside the secured area, at each entry/exit points, at the loading dock, at the rear and at the office, along with interior keypad/keycard access should be considered where feasible. An alarm system is also recommended to discourage criminal activity and generate response calls. Alarms should be considered to be installed on all access points and fences, with motion detection on the interior of the warehouse & office.
4. Provide numerical addresses in font size on the corner of the building that can be easily viewed and read from the street.
5. A Construction Traffic Management Plan should also be established as part of the Project to address construction-related traffic congestion and emergency access issues. If temporary lane closures are necessary for the installation of utilities, emergency access should be maintained at all times. Flag persons and/or detours should be provided as needed to ensure safe traffic operations, and construction signs should be posted to advise motorists of reduced construction zone speed limits.
6. Effective traffic and security plans should be developed to address potential issues from criminal activity at the Project Site, in coordination with all jurisdictional approvals.
7. The Project Applicant will be required to pay all applicable development fees associated with the Project.

Mitigation Measures

1. The Mitigation Monitoring and Reporting Program, which was prepared for the proposed project and certified by the City Council upon completion of the Environmental Impact Report, shall be made part of the conditions of approval.
2. The applicant and any successor owners shall be responsible for implementing the mitigation measures and conditions of approval and provide all necessary documentation.

SECTION 8: Any interested party may appeal this decision to the City Council pursuant to SEMMC Section 17.03.060.

ADOPTED this 24th day of February 2026.



Chair of the Planning Commission

ATTEST:



Secretary, Renee Reyes

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SOUTH EL MONTE)

I, Renee Reyes, Secretary to the Planning Commission of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 26-04 was duly passed and adopted by the Planning Commission of the City of South El Monte at a regular meeting of said Commission held on the 24th day of February, 2026.

AYES: Commissioner(s): Retamoza, Rubio, Vice Chair Barrera, and Chair Ortiz

NOES: Commissioner(s): None

ABSENT: Commissioner(s): Tang

ABSTAIN: Commissioner(s): None



Secretary, Renee Reyes

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The APN and legal description of the Property will change with the filing of TPM No. 084463

FEBRUARY 24, 2026 PLANNING COMMISSION STAFF REPORT

The February 24, 2026 Planning Commission Staff Report, including all associated attachments, are available on the City's website under "Meeting Agendas and Minutes." The Direct Link to all viewable documents can be found here:

<https://southelmonteca.portal.civicclerk.com/event/449/files/report/2235>