Gloria Olmos, Mayor
Rudy Bojorquez, Mayor Pro Tem
Manuel Acosta, Councilmember
Hector Delgado, Councilmember
Larry Rodriguez, Councilmember

Rene Salas, City Manager
Susie A. Altamirano, City Attorney
Adrian Garcia, City Clerk
Masami Higa, Finance Director

CITY OF SOUTH EL MONTE

CALL AND NOTICE OF SPECIAL MEETING

CALLED BY MAYOR PRO TEM RUDY BOJORQUEZ, COUNCILMEMBER HECTOR DELGADO, AND COUNCILMEMBER LARRY RODRIGUEZ

AGENDA

August 18, 2026, 6:00 PM
1415 Santa Anita Avenue, South El Monte, CA 91733

NOTICE IS HEREBY GIVEN that a Special Meeting of the City Council of the City of South El Monte will be held on August 18, 2026, at City Hall in the Council Chambers, 1415 Santa Anita Avenue, South El Monte, CA 91733

PUBLIC COMMENT

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 6833, when prompted, enter 86581711880#

Each speaker will be limited to five minutes. Time limits may not be shared with other speakers. This is the only opportunity for public input except for scheduled public hearing items. All comments or queries shall be addressed to the Council 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 City Council 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.

LIVE STREAMING OF MEETINGS

The City of South El Monte live streams the City Council Meetings over the Internet at https://www.cityofsouthelmonte.org/129/City-Council-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 City Clerk's office at (626) 579-6540 at least 72 hours prior to the meeting.

GENERAL COMMENT

Members of the public wishing to submit a general comment or a comment on any item listed on agenda, can email sem.cityclerk@soelmonte.org or call (626) 579-6540 to leave a voicemail message. Written public comments will be provided to the City Council and will be part of the record but will not be read aloud.

MEETINGS

The City Council holds regular meetings on the first and third 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 (GC 54954(a)(1)).

Agenda and Cancellation Notices can be viewed online 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 www.cityofsouthelmonte.org/129/City-Council-Agendas-Minutes or in the City Clerk's Office 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:

Adrian Garcia, MMC, City Clerk
Ph (626) 443-4928
Cell (626) 926-3071

Sabrina A. Muhne, Deputy City Clerk
Ph (626) 652-3121
Cell (626) 374-1998

AGENDA BEGINS ON THE FOLLOWING PAGE

1. ROLL CALL

Councilmembers: Acosta, Delgado, Rodriguez, Mayor Pro Tem Bojorquez, and Mayor Olmos

2. PLEDGE OF ALLEGIANCE

Mayor Gloria Olmos

3. INVOCATION

Mayor Gloria Olmos

4. APPROVAL OF THE AGENDA AND WAIVER OF FULL READING OF ORDINANCES

By motion of the City Council, 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. CLOSED SESSION

5.a. CONFERENCE WITH LEGAL – ANTICIPATED LITIGATION – Pursuant to California Government Code Section 54956.9(d)(2) and 54969(e)(1): One Matter

5.b. CONFERENCE WITH LEGAL – ANTICIPATED LITIGATION – Pursuant to California Government Code Section 54956.9(d)(2) and 54969(e)(1): One Matter

6. PUBLIC COMMENT

Speakers may only provide public comments on items listed on the agenda. Each speaker will be limited to five minutes, and time limits may not be shared with other speakers. Unless a majority of the Council objects, the Mayor may provide speakers more or less time to speak. All comments or queries shall be addressed to the Council 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 City Council 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.

7. PUBLIC HEARINGS

7.a. PUBLIC HEARING TO CONSIDER GENERAL PLAN AMENDMENT NO. GPA 23-03 TO CHANGE THE LAND USE DESIGNATION FROM COMMERCIAL (C) TO COMMERCIAL-MANUFACTURING (C-M); ZONE CHANGE NO. ZC 23-01 TO CHANGE THE ZONING FROM COMMERCIAL (C) TO MANUFACTURING (M); AND, DEVELOPMENT AGREEMENT NO. DA 26-01 BETWEEN THE CITY OF SOUTH EL MONTE AND MAGELLAN VALUE PARTNERS, IN RELATION TO CONDITIONAL USE PERMIT NO. CUP 23-07 AND TENTATIVE PARCEL MAP NO. TPM 23-01

Public Hearing Item 7.a. continued next page.

The Project is a request that involves a General Plan Amendment to change the land use designation from Commercial (C) to Commercial-Manufacturing (C-M), and a Zone Change from Commercial (C) to Manufacturing (M) of 21.17-acre parcel located at 825 Lexington-Gallatin Road in South El Monte, California and identified as Assessor Parcel Number (APN) 8119-005-032.

Approval of the General Plan Amendment and Zone Change would effectuate a conditionally approved Subdivision/Tentative Map and Conditional Use Permit to subdivide the existing parcel into 10.5-acre parcel and 10.7-acre parcel and develop a 221,815-square-foot industrial building and a public park featuring athletic fields, walking trails, and other amenities.

An Environmental Impact Report (EIR) was prepared pursuant to the California Environmental Quality Act (CEQA). The Planning Commission has reviewed the Project and recommended certification of the Final EIR and approval of these actions, with further details available in the staff reports.

RECOMMENDED ACTION: Staff recommends City Council:

1. Conduct a public hearing;
2. Take public testimony;
3. Adopt Resolution No. 26-059, denying General Plan Amendment No. GPA 23-03 to amend the General Plan designation of the project site from Commercial (C) to Commercial-Manufacturing (C-M), Zone Change No. ZC 23-01 to amend the zone from Commercial (C) to Manufacturing (M) and Development Agreement No. DA 26-01; or,
4. Adopt Resolution No. 26-031, certifying 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 approving General Plan Amendment No. GPA 23-03 to amend the General Plan designation of the project site from Commercial (C) to Commercial-Manufacturing (C-M); and
5. Waive full reading and introduce Ordinance No. 1290 to approve Zone Change No. ZC 23-01 to amend the zone from Commercial (C) to Manufacturing (M); and
6. Waive full reading and introduce Ordinance No. 1291 to approve Development Agreement No. DA 26-01 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.

General Business next page.

8. GENERAL BUSINESS

8.a. AN INTERIM URGENCY ORDINANCE OF THE CITY OF SOUTH EL MONTE IMPOSING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT, APPROVAL, AND EXPANSION OF SUBSTANCE USE DISORDER TREATMENT FACILITIES WITHIN CITY LIMITS PURSUANT TO GOVERNMENT CODE SECTION 65858

The proposed urgency ordinance would establish a temporary moratorium on the establishment, approval, and expansion of substance use disorder treatment facilities while the City evaluates appropriate land use classifications and development standards. The moratorium would provide time to address potential compatibility, parking, traffic, security, noise, and public health and safety considerations while ensuring the City's regulations remain consistent with evolving State law.

RECOMMENDED ACTION:

1. Determine that the adoption of this Urgency Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3); and
2. Introduce by title only, and waive further reading of, Urgency Ordinance No. 1297-U, imposing a 45-day moratorium on the establishment, approval, and expansion of Substance Use Disorder Treatment Facilities within City limits, subject to the terms and exemptions contained in the Ordinance.

9. ADJOURNMENT

CERTIFICATION

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, or my designee, hereby certify under penalty of perjury that a true, accurate copy of the foregoing agenda was posted on this August 17, 2026, twenty-four (24) 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.



Adrian Garcia, MMC

City Council Agenda Report

Agenda Item No. 5.a.

DATE: August 18, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: **CONFERENCE WITH LEGAL – ANTICIPATED LITIGATION –** Pursuant to California Government Code Section 54956.9(d)(2) and 54969(e)(1): One Matter

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SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None

City Council Agenda Report

Agenda Item No. 5.b.

DATE: August 18, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: **CONFERENCE WITH LEGAL – ANTICIPATED LITIGATION** – Pursuant to California Government Code Section 54956.9(d)(2) and 54969(e)(1): One Matter

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SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None

City Council Agenda Report
Agenda Item No. 7.a.

DATE: August 18, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Gerardo Marquez, Director of Community Development & Public Works

SUBJECT: PUBLIC HEARING TO CONSIDER GENERAL PLAN AMENDMENT NO. GPA 23-03 TO CHANGE THE LAND USE DESIGNATION FROM COMMERCIAL (C) TO COMMERCIAL-MANUFACTURING (C-M); ZONE CHANGE NO. ZC 23-01 TO CHANGE THE ZONING FROM COMMERCIAL (C) TO MANUFACTURING (M); AND, DEVELOPMENT AGREEMENT NO. DA 26-01 BETWEEN THE CITY OF SOUTH EL MONTE AND MAGELLAN VALUE PARTNERS, IN RELATION TO CONDITIONAL USE PERMIT NO. CUP 23-07 AND TENTATIVE PARCEL MAP NO. TPM 23-01

SUMMARY: The Project is a request that involves a General Plan Amendment to change the land use designation from Commercial (C) to Commercial-Manufacturing (C-M), and a Zone Change from Commercial (C) to Manufacturing (M) of 21.17-acre parcel located at 825 Lexington-Gallatin Road in South El Monte, California and identified as Assessor Parcel Number (APN) 8119-005-032.

Approval of the General Plan Amendment and Zone Change would effectuate a conditionally approved Subdivision/Tentative Map and Conditional Use Permit to subdivide the existing parcel into 10.5-acre parcel and 10.7-acre parcel and develop a 221,815-square-foot industrial building and a public park featuring athletic fields, walking trails, and other amenities.

An Environmental Impact Report (EIR) was prepared pursuant to the California Environmental Quality Act (CEQA). The Planning Commission has reviewed the Project and recommended certification of the Final EIR and approval of these actions, with further details available in the staff reports.

RECOMMENDED ACTION: Staff recommends City Council:

1. Conduct a public hearing;
2. Take public testimony; and

3. Adopt Resolution No. 26-059, denying General Plan Amendment No. GPA 23-03 to amend the General Plan designation of the project site from Commercial (C) to Commercial-Manufacturing (C-M), Zone Change No. ZC 23-01 to amend the zone from Commercial (C) to Manufacturing (M) and Development Agreement No. DA 26-01; or,
4. Adopt Resolution No. 26-031, certifying 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 approving General Plan Amendment No. GPA 23-03 to amend the General Plan designation of the project site from Commercial (C) to Commercial-Manufacturing (C-M); and
5. Waive full reading and introduce Ordinance No. 1290 to approve Zone Change No. ZC 23-01 to amend the zone from Commercial (C) to Manufacturing (M); and
6. Waive full reading and introduce Ordinance No. 1291 to approve Development Agreement No. DA 26-01 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.

FISCAL/FINANCIAL IMPACT: The Project would generate both immediate and long-term revenue for the City. An upfront one-time payment of $30,000 would be received upon approval. Ongoing revenue includes annual payments of $50,000 per digital billboard face for the first five (5) years, increasing by $10,000 every five (5) years over a 30-year term. In addition, the City would receive 6% of gross profits generated by the billboard. After 30 years, future payment terms would be subject to renegotiation, allowing for potential revenue adjustments based on market conditions.

DISCUSSION: The Project Site consists of an approximately 21.17-acre 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.

Magellan Value Partners (the “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 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 proposed Project was presented to the Planning Commission on February 24, 2026, and April 28, 2026. Detailed information and analysis of the Project are available in the respective staff reports (Attachments D and E). This staff report for the City Council serves as a summary, and readers of this staff report are encouraged to refer to the attachments for more comprehensive details.

On February 24, 2026, the Planning Commission unanimously voted to adopt three resolutions:

1. Resolution No. 26-02 to recommend the City Council to 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. TPM 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. CUP 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 does 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.

On April 28, 2026, the Planning Commission unanimously voted to adopt Resolution No. 26-07 to recommend 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.

On May 5, 2026, the City Council unanimously voted to continue in order to address concerns raised by council and residents during the public hearing. Subsequently, at the May 19, 2026, meeting, the Project was continued to a date uncertain to allow the applicant additional time to address input and concerns provided by council and residents.

In response to feedback received at the May 5, 2026, City Council meeting, as well as subsequent comments and concerns raised by residents during subsequent council meetings, the Applicant has undertaken the following efforts to address concerns related to Project screening, site visibility, and truck circulation:

- **Enhanced Screening:** The Applicant is willing to increase the height of the proposed screen wall to provide additional visual screening of the Project.
- **Additional Landscaping:** The Applicant is willing to provide additional landscaping along the Lexington-Gallatin Road frontage to further screen the Project and improve the appearance of the site.
- **Coordination with Los Angeles County:** The Applicant has met with Los Angeles County, which owns the south side of Lexington-Gallatin Road, to discuss roadway circulation and potential improvements.
- **Roadway Striping Concept:** Through coordination with Los Angeles County, the Applicant has developed a preliminary concept for restriping Lexington-Gallatin

Road to improve traffic circulation and accommodate truck movements associated with the Project.

- **Retention of Existing Loading Lane:** The concept would retain the existing **8-foot loading lane on the south side** of Lexington-Gallatin Road, consistent with Los Angeles County's desire to maintain the existing condition.
- **Dedicated Travel Lanes:** The concept would provide a **10-foot eastbound lane** and a **10-foot westbound lane** along the north side of Lexington-Gallatin Road.
- **Center Turn Lane:** A **12-foot center lane** would be established to facilitate truck turning movements into the Project Site and not interfere with ingress and egress to the nearby residential tract.
- **Elimination of North-Side Parking:** The proposed configuration would eliminate parking along the north side of Lexington-Gallatin Road, including parking by cars and trucks, in order to reduce conflicts with traffic and truck movements and improve overall roadway circulation.

Collectively, these measures demonstrate the Applicant's continued efforts to respond to concerns raised by the City Council and residents and identify feasible modifications that address community concerns while maintaining the operational needs of the proposed development.

PUBLIC NOTICE

All notices for public hearings for the Project, which includes two (2) Planning Commission meetings, the May 5, 2026 City Council meeting, and this August 18, 2026 Special City Council Meeting, were circulated in compliance with City of South El Monte Municipal Code and California State Law. Notices are posted at City Hall, the Community Center, and the Senior Center and published in the San Gabriel Tribune, and mailed to property owners within 500 feet of the Project Site. Additionally, public notices were also mailed to property owners of the neighboring residential subdivision. The specific dates for posting, publication, and mailings are as follows:

- February 24, 2026 Planning Commission:
  - Notices were published in the newspaper on 1/30/2026
  - Notices were posted and mailed on 1/30/2025
- April 28, 2026 Planning Commission:
  - Notices were published in the newspaper on 4/17/2026
  - Notices were posted and mailed on 4/16/2026
- May 5, 2026 City Council:
  - Notices were published in the newspaper on 4/20/2026
  - Notices were posted and mailed on 4/20/2026
- August 18, 2026 City Council:
  - Notices were published in the newspaper on 8/6/2026
  - Notices were posted and mailed on 8/6/2026
  - Additionally, 24"x36" public hearing notices were posted at the Project Site
  - Text messages were sent to the residential block east of the Project Site using the Everbridge notification system.

ENVIRONMENTAL REVIEW ANALYSIS/DETERMINATION

Pursuant to Section 15074(b) of the California Environmental Quality Act (CEQA)

Guidelines, the Planning Commission independently reviewed and considered the contents of the Final Environmental Impact Report ([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 CEQA Guidelines Section 15082, the City of South El Monte prepared and circulated a Notice of Preparation (NOP) and Scoping Meeting 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 (6) 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 (3) 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 (4) members of the public were present. Each of the comments received during the NOP comment period and scoping meeting were subsequently addressed in the preparation of the Draft EIR.

Following the completion of the Draft EIR, a Notice of Availability (NOA) was prepared and circulated on August 28, 2025. The 45+-day public review period ended on October 13, 2025, five (5) 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 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.

Pursuant to Section 15074(b) of the CEQA Guidelines, the Planning Commission independently reviewed and considered the contents of the Final EIR. Pursuant to the Planning Commission's adoption of Resolution No. 26-02, the Planning Commission recommended 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 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 E), 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.

OTHER CONSIDERATIONS:

There is concern with the General Plan's goal of ensuring the local street system provides safe and efficient travel routes for City residents and the business population. The proposed development would introduce a large-scale use with substantial truck and vehicle activity, including truck maneuvering and loading activities and specifically two

driveways serving the warehouse from Lexington-Gallatin Road. The administrative record includes concerns regarding truck activity and conflicts between project related vehicles and students traveling to and from South El Monte High School. The El Monte Union High School District specifically identified Lexington-Gallatin Road, Santa Anita Avenue, and Durfee Avenue as routes used by students and requested enforceable measures to address pedestrian safety, truck routes, school hour traffic activity and truck traffic volume.

The proposed amendment may not adequately advance the General Plan's key goal of protecting residents and employees of local businesses from natural and human induced hazards affecting the community. The administrative record identifies concerns regarding project related truck activity, air quality, noise, pedestrian and bicycle safety, and potential exposure to students, employees, residents and other members of the community to these effects.

The Project's proposed greenhouse gas emissions in determining whether the proposed General Plan Amendment is in the public interest was also considered. The environmental analysis identifies greenhouse gas emissions as a significant and unavoidable impact. The analysis estimates that the Project would generate approximately 8,665 metric tons of carbon dioxide equivalent emissions annually without the identified mitigation measures. The analysis also estimates that even after mitigation measures are implemented the Project would still produce approximately 7,928 metric tons of carbon dioxide equivalent emissions annually and thus has been identified as a significant and unavoidable environmental effect. The environmental analysis also concludes that additional mitigation is not feasible because of the City's limited ability to address emissions generated by cars and trucks. Thus, the records demonstrate that the identified mitigation measures would not reduce the Projects' greenhouse emissions to a less-than-significant level

ATTACHMENT(S):

A. Resolution No. 26-059 Denial
B. Resolution No. 26-031 to Certify an EIR and and Adopt a General Plan Amendment No. 23-03
C. Ordinance No. 1290 to Approve Zone Change No. 23-01
D. Ordinance No. 1291 to Approve Development Agreement No. 26-01
E. April 28, 2026 Planning Commission Staff Report
F. February 24, 2026 Planning Commission Staff Report
G. Final EIR, Mitigation Monitoring Reporting Program, CEQA Findings of Fact and Statement of Overriding Considerations and Responses to Comments
H. Public Notice Mailing Radius Map

ATTACHMENT A

RESOLUTION NO. 26-059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DENYING GENERAL PLAN AMENDMENT NO. GPA 23-03 CHANGING THE DESIGNATION OF THE PROPERTY LOCATED AT 825 LEXINGTON-GALLATIN ROAD FROM COMMERCIAL TO COMMERCIAL-MANUFACTURING; ZONE CHANGE NO. ZC 23-01 TO CHANGE THE ZONING FROM COMMERCIAL TO MANUFACTURING; AND, DEVELOPMENT AGREEMENT NO. DA 26-01 TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND MVP SOUTH EL MONTE I, LLC FOR THE PROPERTY LOCATED AT 825 LEXINGTON GALLATIN ROAD

WHEREAS, Magellan Value Partners, or MVP South El Monte I, LLC ("Applicant"), filed an application for a General Plan Amendment (GPA 23-03) AND Zone Change (ZC 23-01) to change the general plan designation and zone from "Commercial" to "Commercial-Manufacturing" and "Commercial" to "Manufacturing," respectively, 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"); and

WHEREAS, on February 24, 2026, the City Planning Commission held a duly noticed public hearing and thereafter adopted Resolution No. 26-02, recommending City Council certify the Environmental Impact Report (EIR) (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 No. GPA 23-03 and Zone Change No. ZC 23-01; and

WHEREAS, California Government Code Section 65864 et seq. 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, on April 28, 2026, the City Planning Commission held a duly noticed public hearing and thereafter adopted Resolution No. 26-07, recommending City Council approval of Development Agreement No. DA 26-001 between the City and MVP South El Monte I, LLC ("MVP"); and

WHEREAS, on May 5, 2026, the City Council held a duly noticed public hearing to consider the Planning Commission's recommendation, staff report, application materials, and received evidence, both written and oral, and thereafter deliberated on and considered these applications; and

WHEREAS, the City Council continued the public hearing to May 19, 2026; and

WHEREAS, on May 19, 2026, the City Council continued to the public hearing to a date uncertain; and

WHEREAS notice of the City Council public hearing was published in the San Gabriel Valley Tribune on August 6, 2026.

WHEREAS, on August 18, 2026, at a Special Meeting, the City Council held a duly noticed public hearing where it received evidence, both written and oral, and thereafter deliberated on and considered these applications; and

WHEREAS, the City Council is the final decision making body for the proposed General Plan Amendment, Zone Change, and Development Agreement and is not required to adopt the Planning Commission's recommendation; and

WHEREAS, Government Code section 65358(a) provides that a General Plan amendment may be adopted only when determined to be in the public interest; and

WHEREAS, the South El Monte Municipal Code Section 17.03.050 provides additional findings to a proposed zoning amendment, including findings concerning the public health, safety, convenience, and general welfare; conformance with applicable policies and plans; adequacy of streets and public facilities; and compatibility with present and potential future uses; and

WHEREAS, Government Code section 65867.5 provides that a development agreement is a legislative act that must be approved by ordinance, and may be adopted only if the City Council finds that the agreement is consistent with the City's General Plan amongst other requirements; and

WHEREAS, during the public hearings the City Council considered the environmental effects found to be significant and unavoidable including significant greenhouse gas emissions; and

WHEREAS, during the public hearings the City Council considered testimony during public comment where residents expressed concerns with traffic congestion to neighboring residential communities, concerns of environmental hazards and air quality, and concerns for the health and welfare of South El Monte High School Students; and

WHEREAS, after independently considering the applications and the administrative record, the City Council determines that the required findings for approval of the proposed General Plan Amendment and Zone Change cannot be made; and

WHEREAS, the City Council further determines that the required findings for approval of the proposed Development Agreement under Government Code section 65867.5 cannot be made; and

WHEREAS, based on the entire administrative record and the findings set forth below, the City Council determines that the applications should be denied.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The recitals set forth above are true and correct and are hereby incorporated by reference.

Section 2. General Plan Amendment – Required Findings.
The City Council may approve a General Plan Amendment only if it finds that the amendment is in the public interest pursuant to Government Code Section 65358(a).

Based on the administrative record, the City Council finds that these required findings cannot be made for the following reasons:

A. Public Interest.
The City Council cannot find that the proposed General Plan Amendment is in the public interest because the proposed amendment would change the property's existing Commercial land use designation to Commercial-Manufacturing in order to facilitate development of a large scale industrial warehouse use, which is inconsistent with the intent and objectives of the City's adopted General Plan for commercial development at this location.

While the City's General Plan expresses the intent of the City to continue to build its industrial base, the plan also expresses the City's goal to create more housing opportunities and provide more commercial businesses and services to meet the needs of local residents. As it currently stands, the City almost completely built out. General Plan expresses the intent to provide additional commercial businesses and services to meet the needs of local residents and the daytime business population and identifies as a key goal the facilitation and encouragement of local and regional serving commercial uses that at key sites within the City. The proposed General Plan Amendment would instead facilitate an approximately 221,815 square-foot industrial warehouse use and would move the property from the General Plan's stated objective of providing commercial businesses and services that serve the City's residents and daytime business population,

The City Council further finds that the proposed amendment is not consistent with the General Plan's goal of ensuring the local street system provides safe and efficient travel routes for City residents and the business population. The proposed development would introduce a large-scale use with substantial truck and vehicle activity, including truck maneuvering and loading activities and specifically two driveways serving the warehouse from Lexington-Gallatin Road. The administrative record includes concerns regarding truck activity and conflicts between project related vehicles and students traveling to and from South El Monte High School. The El Monte Union High School District specifically identified Lexington-Gallatin Road, Santa Anita Avenue, and Durfee Avenue as routes used by students and requested enforceable measures to address pedestrian safety, truck routes, school hour traffic activity and truck traffic volume.

The City Council also finds that the proposed amendment does not adequately advance the General Plan's key goal of protecting residents and employees of local businesses from natural and human induced hazards affecting the community. The administrative record identifies concerns regarding project related truck activity, air quality, noise, pedestrian and bicycle safety, and potential exposure to students, employees, residents and other members of the community to these effects.

The City Council also considers the project's proposed greenhouse gas emissions in determining whether the proposed General Plan Amendment is in the public interest. The environmental analysis identifies greenhouse gas emissions as a significant and unavoidable impact. The analysis estimates that the Project would generate approximately 8,665 metric tons of carbon dioxide equivalent emissions annually without the identified mitigation measures. The analysis also estimates that even after mitigation measures are implemented the Project would still produce approximately 7,928 metric tons of carbon dioxide equivalent emissions annually and thus has been identified as a significant and unavoidable environmental effect. The environmental analysis also concludes that additional mitigation is not feasible because of the City's limited ability to address emissions generated by cars and trucks. Thus, the records demonstrate that the identified mitigation measures would not reduce the Projects' greenhouse emissions to a less-than-significant level.

The City Council has considered this significant and unavoidable environmental impact together with the Project's characteristics, its transportation demands, surrounding land uses, the City's General Plan objectives, and the public comments and testimony presented concerning the project. The City Council finds that the proposed change in land use designation is not in the public interest.

Accordingly, the City Council hereby denies General Plan Amendment No. GPA 23-03.

Section 3. Zone Change- Required Findings.

Pursuant to the South El Monte Municipal Code sections 17.03.150 the City Council must make the required findings before approving a Zone Change. The City Council finds that the required findings cannot be made for the following reasons:

A. The City Council cannot find that substantial evidence exists that the proposed zone change will promote the public health, safety, convenience and general welfare of the City because the proposed change from the existing Commercial zoning designation to the Manufacturing zone would facilitate a large-scale industrial warehouse use, including truck circulation, loading and unloading activities, and potentially continuous operations in an area where students, pedestrians, residents and other members of the public travel.

The community has raised significant concerns during public testimony regarding pedestrian safety, efficient travel and effects of greenhouse emissions. The City Council has considered the General Plan's goal of ensuring that the local street system provides safe and efficient travel routes for City residents and the business population and its goal of protecting residents and employees of local businesses from natural and human-induced hazards affecting the community. The administrative record also contains concerns regarding the Projects truck activity, noise, and the relationship between warehouse operations and nearby sensitive uses.

The City Council considers that the significant and unavoidable impact of greenhouse emissions of approximately 8,665 metric tons of carbon dioxide together with the Project's transportation demands and other operational characteristics weigh against a finding that the proposed Manufacturing zone would promote the public health, safety,

convenience and general welfare of the City. Accordingly, the City Council cannot make the required finding.

B. The City Council cannot find that the proposed zone change is in conformance with the General Plan and other applicable policies and plans because the proposed Zone Change is dependent upon approval of General Plan Amendment No. GPA 23-03, which would change the property's existing Commercial land use designation to Commercial-Manufacturing.

The City Council has denied General Plan Amendment No. GPA 23-03. Accordingly, the property's existing Commercial land use designation remains in effect, and the proposed Manufacturing zoning would not conform to the General Plan.

The proposed Zone Change also would not further the General Plan's stated intent to provide additional commercial businesses and services to meet the needs of local residents and daytime business population or its goal of encouraging development of local and regional serving commercial uses at key sites in the City.

The City Council therefore cannot make the required finding that the proposed Zone Change conforms to the General Plan and other applicable policies and plans.

C. The City Council cannot find that existing or planned streets, utilities, and public facilities are adequate to serve the uses permitted under the proposed zoning because the proposed Manufacturing zoning would facilitate a large-scale industrial warehouse use generating substantial truck and vehicle activity in an area where the existing transportation network is also used by students, pedestrians, and bicyclists. The administrative record identifies concerns regarding truck circulation and conflicts between project-related vehicles and students traveling to and from South El Monte High School, including along Lexington-Gallatin Road, Santa Anita Avenue, and Durfee Avenue. The record also includes Caltrans recommendations for pedestrian and bicycle improvements intended to reduce exposure to vehicles

Based on the entire administrative record, the City Council cannot conclude that the existing and planned street system is adequate to safely and efficiently serve the intensity and type of industrial activity that would be permitted under the proposed Manufacturing zoning.

D. The City Council cannot find that the uses permitted under the proposed zoning would be compatible with existing and anticipated future uses in the surrounding area because the proposed Manufacturing Zoning would facilitate industrial uses with operational characteristics that differ materially from the commercial, educational, recreational and residential uses in the surrounding area.

The City Council finds that the Project's greenhouse gas emissions and the inability to fully mitigate those emissions are relevant to the City's determination of whether the proposed industrial use is appropriately located and compatible with surrounding and anticipated future uses. These considerations are significant given the proximity of the project site to recreational uses, South El Monte High School, residential uses and established pedestrian and bicycle routes.

Based upon the totality of the administrative record, the City Council cannot find that the uses permitted under the proposed Manufacturing zoning would be compatible with existing and anticipated future uses in the surrounding area. Accordingly, the City Council hereby denies Zone Change No. ZC 23-01.

Section 4. Development Agreement.

Pursuant to Government Code section 65867.5 requires that a development agreement be consistent with the General Plan and any applicable specific plans.

Based on the City Council's findings that the proposed General Plan Amendment and Zone Change are inconsistent with the General Pan and cannot be approved, the City Council further finds that the proposed Development Agreement is also inconsistent with the General Plan.

Accordingly, the City Council denies the proposed Development Agreement.

Section 5. A Final Environmental Impact Report ("FEIR") was prepared for the project (SCH No. 2024070062) in accordance with the requirements of the California Environmental Quality 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").

Section 6. The denial of the Project negates the need for the certification of the FEIR under CEQA, as CEQA does not apply to projects in which a public agency rejects or disapproves per Section 15270 (a) ("Projects Which Are Disapproved) of the CEQA Guidelines.

Section 7. City Council's denial of General Plan Amendment No. GPA 23-03, Zone Change No. ZC 23-01, and Development Agreement No. DA 26-01 also nullifies all approvals by the Planning Commission related to this Project.

Section 8. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Resolution, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, or portions might subsequently be declared invalid or unconstitutional.

Section 9. The City Clerk shall certify the passage and adoption of this Resolution and shall cause this Resolution to be published and/or posted as required by law, which shall take full force and effect thirty (30) days from its adoption.

[*Signatures on the following page*]

PASSED, APPROVED AND ADOPTED this 18th day of August 2026.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

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, do hereby certify that the above and foregoing Resolution No. 26-059 was duly passed and approved by not less than a majority of the City Council of the City of South El Monte at a special meeting of said Council held on this 18th day of August 2026, and that said Resolution was adopted by the following vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSTAIN: Councilmember(s):
ABSENT: Councilmember(s):

_____
Adrian Garcia, MMC, City Clerk

ATTACHMENT B

RESOLUTION NO. 26-031

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2024070062) FOR THE PROJECT LOCATED AT 825 LEXINGTON-GALLATIN ROAD, AND ADOPTING GENERAL PLAN AMENDMENT NO. 23-03 TO CHANGE THE LAND USE DESIGNATION FROM COMMERCIAL TO COMMERCIAL-MANUFACTURING

WHEREAS, Magellan Value Partners ("Applicant") filed an application for a General Plan Amendment (No. 23-03) to change the land use designation of the property located at 825 Lexington-Gallatin Road, South El Monte, CA ("Property"), from "Commercial" to "Commercial-Manufacturing" to allow for the development of an approximately 221,815 square-foot industrial building on an approximately 10.5-acre portion of the Property ("Project"). 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; and

WHEREAS, an environmental assessment of the Project was conducted in accordance with the California Environmental Quality Act ("CEQA") (Pub. Res. Code § 21000 *et seq*.) and the CEQA Guidelines (Cal. Code Regs., tit 14. § 15000 *et seq.*), and pursuant to Section 15074(b), the City's Planning Commission independently reviewed and considered the contents of the Final Environmental Impact Report ("Final EIR") (SCH No. 2024070062) prepared for the Project; and

WHEREAS, on February 24, 2026, the City's Planning Commission held a duly noticed public hearing at which evidence, both written and oral, was presented to and considered by the Planning Commission before it approved Resolution No. 26-02 recommending City Council approval of General Plan Amendment No. 23-03, the certification of the Final EIR, and adoption of CEQA Findings of Fact, a Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program for the Project in compliance with CEQA and the CEQA Guidelines; and

WHEREAS, pursuant to South El Monte Municipal Code ("SEMMC") Section 17.03.150 and Government Code Section 65350 *et seq.*, the Planning Commission made the relevant findings required before it approved Resolution No. 26-02 and General Plan Amendment No. 23-03; and

WHEREAS, pursuant to CEQA and the CEQA Guidelines, the Planning Commission made the relevant findings required before it approved Resolution No. 26-02 recommending the City Council's certification of the Final EIR; and

WHEREAS, the City Council has reviewed Resolution No. 26-02, the accompanying staff report, Planning Commission's findings and recommendations, General Plan Amendment No. 23-03, and the Final EIR; and

WHEREAS, on May 5, 2026, pursuant to SEMMC Section 17.03.150(F), the City Council held a duly noticed public hearing, at which it received evidence, both written and oral, made the required findings, and thereafter deliberated on and considered General Plan Amendment No. 23-03, the certification of the Final EIR and adoption of CEQA Findings of Fact, a Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program for the Project in compliance with the CEQA and the CEQA Guidelines; and

WHEREAS, the project was continued to the May 19, 2026, meeting and subsequently continued to a date uncertain; and

WHEREAS, on August 18, 2026, pursuant to SEMMC Section 17.03.150(F), the City Council held a duly noticed public hearing, at which it received evidence, both written and oral, made the required findings, and thereafter deliberated on and considered General Plan Amendment No. 23-03, the certification of the Final EIR and adoption of CEQA Findings of Fact, a Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program for the Project in compliance with the CEQA and the CEQA Guidelines; and

WHEREAS, notice of the City Council public hearing was published pursuant to SEMMC Section 17.03.130 in the San Gabriel Valley Tribune on August 6, 2026.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The Recitals set forth above are true and correct, are hereby adopted as findings, and are incorporated into this Resolution.

SECTION 2. Pursuant to Public Resources Code Section 21082.1, the City Council hereby incorporates into this Resolution the Planning Commission Resolution No. 26-02, the accompanying staff report, and the findings of fact provided therein, and finds and determines that the Final EIR was completed in accordance with CEQA and that the Final EIR reflects the City's independent judgment and analysis.

SECTION 3. Based on the foregoing, the City Council hereby adopts this Resolution No. 26-031, certifying the Final EIR and adopting the Findings of Fact, the Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program for the Project in compliance with CEQA and CEQA Guidelines.

SECTION 4. The City Council hereby finds, in accordance with SEMMC Section 17.03.150(A), the proposed General Plan Amendment No. 23-03 is consistent with the City's General Plan, and other officially adopted policies and plans, and the goals and objectives stated therein. No goal or policy will be impaired.

General Plan Land Use Element

Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte*.

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.*

Goal 2: *Focus new revenue-generating development in those areas of the City with high visibility*.

Goal 3.0: *Accommodate new development that is compatible with and complements existing land uses*.

Goal 6.0: *Provide for the revitalization of deteriorating land uses and properties.*

SECTION 5. Based on the record of the hearing held on May 5, 2026, including all information presented at the hearing, the Planning Commission Staff Report dated February 24,

2026, and Planning Commission Resolution No. 26-02, which is hereby incorporated into this Resolution No. 26-031 by reference, the City Council adopts as its own the following Planning Commission findings made pursuant to SEMMC Section 17.03.150(E)(3):

A. Substantial proof exists that the proposed change will promote the public health, safety, convenience and general welfare of the citizens of the City; and
B. The proposed change is in conformance with the purpose of Chapter 17.03 (Permit Approval Procedures) and with all applicable, officially adopted policies and plans; and
C. Streets and public facilities existing or proposed are adequate to serve all uses permitted when the property is reclassified; and
D. 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.

SECTION 6. Based on the above and pursuant to Government Code Section 65356, the City Council hereby adopts this Resolution No. 26-031 by not less than a majority of the City Council approving General Plan Amendment No. 23-03, changing the Property's land use designation from "Commercial" to "Commercial-Manufacturing."

SECTION 7. The City Council's approval of General Plan Amendment No. 23-03 is dependent on the City Council's 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 8. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof might subsequently be declared invalid or unconstitutional.

SECTION 9. The City Clerk shall certify the passage and adoption of this Ordinance and shall cause this Ordinance to be published and/or posted as required by law, which shall take full force and effect thirty days from its adoption.

[*Signatures on following page*]

PASSED, APPROVED AND ADOPTED this 18th day of August 2026.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

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, do hereby certify that the above and foregoing Resolution No. 26-031, was duly passed and approved by not less than a majority of the City Council of the City of South El Monte at a special meeting of said Council held on this 18th day of August 2026, and that said Resolution was adopted by the following vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSTAIN: Councilmember(s):
ABSENT: Councilmember(s):

_____
Adrian Garcia, MMC, City Clerk

ATTACHMENT C

ORDINANCE NO. 1290

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE APPROVING ZONE CHANGE NO. 23-01, CHANGING THE DESIGNATION OF THE PROPERTY LOCATED AT 825 LEXINGTON-GALLATIN ROAD FROM COMMERCIAL TO MANUFACTURING TO ALLOW DEVELOPMENT OF AN INDUSTRIAL USE.

WHEREAS, Magellan Value Partners, or MVP South El Monte I, LLC ("Applicant"), filed an application for a Zone Change (No. 23-01) to change 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"); and

WHEREAS, on February 24, 2026, the City Planning Commission held a duly noticed public hearing and thereafter adopted Resolution No. 26-02, recommending City Council approval of No. 23-01; and

WHEREAS, concurrently, the Applicant filed applications for a General Plan Amendment No. 23-03, Subdivision No. 23-01, Tentative Parcel Map No. 084463, Conditional Use Permit No. 23-07, and a Development Agreement, which allow the Applicant to develop the Project and to dedicate 10.7 acres of the subject property located at 825 Lexington-Gallatin Road to the City for future development as a public park; and

WHEREAS, approval of No. 23-01 is dependent on City Council's review and approval of General Plan Amendment No. 23-03, certification of the Final Environmental Impact Report ("FEIR") for the Project, and approval of the Development Agreement; and

WHEREAS, the City Council has reviewed No. 23-01 and the Planning Commission's findings and recommendations; and

WHEREAS, on May 5, 2026, pursuant to South El Monte Municipal Code ("SEMMC") section 17.03.150(F), the City Council held a duly noticed public hearing, at which it received evidence, both written and oral, made the required findings, and thereafter deliberated on and considered this Ordinance; and

WHEREAS, the project was continued to the May 19, 2026, meeting and subsequently continued to a date uncertain; and

WHEREAS, on August 18, 2026, pursuant to South El Monte Municipal Code ("SEMMC") section 17.03.150(F), the City Council held a duly noticed public hearing, at which it received evidence, both written and oral, made the required findings, and thereafter deliberated on and considered this Ordinance; and

WHEREAS, notice of the City Council public hearing was published pursuant to SEMMC section 17.03.130 in the San Gabriel Valley Tribune on August 6, 2026.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The Recitals set forth above are true and correct and are hereby adopted as findings and are incorporated into this Ordinance.

Section 2. The City Council hereby approves the first reading of Ordinance No. 1290, which approves Zone Change No. 23-01 as set forth below.

Section 3. Based on the record of the hearing held on May 5, 2026, including all information presented at the hearing, the Planning Commission Staff Report dated February 24, 2026, and Planning Commission Resolution No. 26-02, which is hereby incorporated into this Ordinance No. 1290 by reference and included at Attachment "A," the City Council approves the Planning Commission's recommendation to adopt Zone Change No. 23-01 and approves the following Planning Commission findings made pursuant to SEMMC Section 17.03.150 (E)(3):

A. Substantial proof exists that the proposed change will promote the public health, safety, convenience and general welfare of the citizens of the City; and

B. The proposed change is in conformance with the purpose of Chapter 17.03 (Permit Approval Procedures) and with all applicable, officially adopted policies and plans; and

C. Streets and public facilities existing or proposed are adequate to serve all uses permitted when the property is reclassified; and

D. 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.

Section 4. In accordance with SEMMC Section 17.03.150(A), the proposed Zone Change No. 23-01 is consistent with the City's General Plan and other officially adopted policies and plans, and the goals and objectives stated therein. No goal or policy will be impaired.

General Plan Land Use Element

Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte*.

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.*

Goal 2: *Focus new revenue-generating development in those areas of the City with high visibility*.

Goal 3.0: *Accommodate new development that is compatible with and complements existing land uses*.

Goal 6.0: *Provide for the revitalization of deteriorating land uses and properties.*

Section 5. An FEIR was prepared for the Project (State Clearinghouse No. 2024070062) associated with this Zone Change No. 23-01 in accordance with the requirements of the California Environmental Quality 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. The City Council's approval of this Zone Change No. 23-01 is dependent on the City Council's 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. City Council's approval of No. 23-01 is also dependent on City Council's review and approval of General Plan Amendment No. 23-03 and the Development Agreement.

Section 7. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions might subsequently be declared invalid or unconstitutional.

Section 8. The City Clerk shall certify the passage and adoption of this Ordinance and shall cause this Ordinance to be published and/or posted as required by law, which shall take full force and effect thirty days from its adoption.

[*Signatures on the following page*]

PASSED, APPROVED AND ADOPTED this 18 day of August 2026.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:

_____
Susie A. Altamirano, City Attorney

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 certify that the foregoing Ordinance, being Ordinance No. 1290 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the ___ day of ____ 2026, and that thereafter, said Ordinance was duly passed and adopted by the City Council of the City of South El Monte at a regular meeting of said Council held on the ___ day of ____ 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Adrian Garcia, MMC, City Clerk

ATTACHMENT “A”

PLANNING COMMISSION RESOLUTION NO. 26-02

AND STAFF REPORT DATED FEBRUARY 24, 2026

ATTACHMENT D

ORDINANCE NO. 1291

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SOUTH EL MONTE AND MVP SOUTH EL MONTE I, LLC, FOR THE PROPERTY LOCATED AT 825 LEXINGTON-GALLATIN ROAD.

WHEREAS, California Government Code Section 65864 et seq. 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, on April 28, 2026, the City Planning Commission held a duly noticed public hearing and thereafter adopted Resolution No. 26-07, recommending City Council approval of a Development Agreement between the City and MVP South El Monte I, LLC ("MVP"), incorporated herein and attached hereto as Attachment "A"; and

WHEREAS, 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, and allows MVP to dedicate 10.7 acres of the subject property located at 825 Lexington-Gallatin Road to the City for future development as a public park; and

WHEREAS, approval of the Development Agreement is dependent on City Council's review and approval of General Plan Amendment No. 23-03 and Zone Change No. 23-01, and City Council's certification of the EIR for the project; and

WHEREAS, the City Council has reviewed the Development Agreement and Planning Commission's findings and recommendations; and

WHEREAS, on May 5, 2026, the City Council held a duly noticed public hearing where it received evidence, both written and oral, and thereafter deliberated on and considered this Ordinance; and

WHEREAS, the project was continued to the May 19, 2026, meeting and subsequently continued to a date uncertain; and

WHEREAS, on August 18, 2026, the City Council held a duly noticed public hearing where it received evidence, both written and oral, and thereafter deliberated on and considered this Ordinance; and

WHEREAS, notice of the City Council public hearing was published in the San Gabriel Valley Tribune on August 6, 2026.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The recitals set forth above are true and correct and are hereby incorporated by reference.

Section 2. The City Council hereby adopts as its own, the evidence and findings in Planning Commission Resolution No. 26-07 and the accompanying staff report, incorporated herein and attached hereto as Attachment "B," and finds, pursuant to Government Code Section 65867.5, that the Development Agreement is consistent with the City's General Plan and any applicable specific plan.

Section 3. The City Council hereby approves the Development Agreement and authorizes and directs the Mayor to execute the Development Agreement in the City's name.

Section 4. A Final Environmental Impact Report was prepared for the project (State Clearinghouse No. 2024070062) associated with this Development Agreement in accordance with the requirements of the California Environmental Quality 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 (collectively, the "FEIR"). The City Council's approval of this Development Agreement is dependent on City Council's 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 5. City Council's approval of the Development Agreement is also dependent on City Council's review and approval of General Plan Amendment No. 23-03 and Zone Change No. 23-01.

Section 6. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions might subsequently be declared invalid or unconstitutional.

Section 7. The City Clerk shall certify the passage and adoption of this Ordinance and shall cause this Ordinance to be published and/or posted as required by law, which shall take full force and effect thirty days from its adoption. The City Clerk is also directed to record a copy of this Development Agreement with the county recorder pursuant to Government Code Section 65868.5.

[*Signatures on the following page*]

PASSED, APPROVED AND ADOPTED this 18th day of August 2026.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:

_____
Susie A. Altamirano, City Attorney

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 certify that the foregoing Ordinance, being Ordinance No. 1291 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the ___ day of ____ 2026, and that thereafter, said Ordinance was duly passed and adopted by the City Council of the City of South El Monte at a regular meeting of said Council held on the ____ day of ____ 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Adrian Garcia, City Clerk

ATTACHMENT “A”

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE

AND MVP SOUTH EL MONTE I, LLC

ATTACHMENT “B”

PLANNING COMMISSION RESOLUTION NO. 26-07

AND STAFF REPORT DATED FEBRUARY 24, 2026

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 Whitter 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

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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

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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

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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**").

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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.

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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:

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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.

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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.

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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.

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(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

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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

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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.

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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

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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.

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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**").

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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.

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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

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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.

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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:

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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.

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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.

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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,

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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.]

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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)

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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)

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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: _____

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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)

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Development Agreement No.___

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

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Development Agreement No.___

EXHIBIT "B"

MAP SHOWING PROPERTY AND ITS LOCATION

Development Agreement No.___

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

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

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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

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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.

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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)

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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.

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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.

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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.

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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.

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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

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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

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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

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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

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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:

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(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**

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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

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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

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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.

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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

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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:

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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.

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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,

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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.

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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)

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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)

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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: _____

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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 DISCUSSIO PURPOSES ONLY

EXHIBIT "A"

LEGAL DESCRIPTION FOR DONATED PROPERTY

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EXHIBIT "B"

MAP SHOWING DONATED PROPERTY AND ITS LOCATION

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EXHIBIT "C"

SECTION 408 PERMIT APPROVAL

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EXHIBIT "D"

MMRP

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EXHIBIT "E"

FORM OF GRANT DEED AND CERTIFICATE OF ACCEPTANCE

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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 aloe 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 (CFGC) 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=zr7tu632u2staheexj6vqvxvg&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;
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 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.

PW5. LID review shall be completed prior to submitting grading plans for plan review. Grading plans for the Project Site shall be submitted including the proof of approval of LID or exemption of LID.

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.

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.

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=zr7tu632u2staheexj6vqvxvg&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

Planning Commission Agenda Report

Agenda Item No. 7.b.

DATE: February 24, 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: CONSIDERATION OF RESOLUTION NO. 26-02, RECOMMENDING THAT THE CITY COUNCIL CERTIFY AN ENVIRONMENTAL IMPACT REPORT (ENVIRONMENTAL ASSESSMENT REVIEW NO. 25-01), INCLUDING MITIGATION MONITORING AND REPORTING PROGRAM, ADOPT CEQA FINDINGS OF FACT AND A STATEMENT OF OVERRIDING CONSIDERATIONS, GENERAL PLAN AMENDMENT (NO. 23-03), ZONE CHANGE (NO. 23-01), AND RESOLUTION NO. 26-03 AND 26-04, CONDITIONALLY APPROVING A SUBDIVISION (NO. 23-01) AND CONDITIONAL USE PERMIT (NO. 23-07), IN ORDER TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION FROM (C) COMMERCIAL TO (C-M) COMMERCIAL-MANUFACTURING, AND CHANGE THE ZONING DESIGNATION FROM (C) COMMERCIAL TO (M) MANUFACTURING, AND SUBDIVIDE ONE PARCEL INTO TWO SEPARATE LOTS, TO ALLOW FOR THE DEVELOPMENT OF A FUTURE PUBLIC CITY PARK ON AN APPROXIMATELY 10.7-ACRE LOT BY THE CITY AND DEVELOPMENT OF AN APPROXIMATELY 221,815 SQUARE-FOOT INDUSTRIAL BUILDING BY THE DEVELOPER ON AN APPROXIMATELY 10.5-ACRE LOT FOR THE PROPERTY LOCATED AT 825 LEXINGTON-GALLATIN ROAD, SOUTH EL MONTE, CA.

PUBLIC NOTICE: Notice of public hearing was posted on February 4, 2026

PROJECT LOCATION:

Address:	825 Lexington-Gallatin Road
Project Applicant:	Rick Martinez, Magellan Value Partners
Property Owner:	MVP South El Monte I, LLC
Zone:	“C” (Commercial)
Lot Size:	922,691 square feet (21.18 acres)

SURROUNDING ZONING AND LAND USE

	Zone	General Plan	Land Use
North	Los Angeles County	Los Angeles County	State Route 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 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 subject property constitutes one parcel that is approximately 21.17-acres (rounded to 21 acres) located at 825 Lexington-Gallatin Road (Assessor Parcel Number [APN] 8119-005-032), within the southwestern boundary of the City of South El Monte and Los Angeles County, California. The property 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 State Route (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 21-acre property currently consists of remains from previous uses of the site including remnant building foundations, remnants of a dilapidated shack, and remnant radio tower footings. The property is located within the U.S. Army Corps of Engineers (USACE) reservoir flowage easement area associated with the spillway activation elevation of the Whittier Narrows Dam.

Proposed Project

Magellan Value Partners ("Applicant") is proposing the development of an approximately 221,815-square-foot (sf) industrial building on approximately 10.5 acres of the eastern portion of the property, which is the project site. Pursuant to the Development Agreement for the project, the remaining approximately 10.7 acres in the northwestern portion of the property would be dedicated to the City pursuant to a property donation agreement for the future development of a public City park by the City.

RECOMMENDATION: Staff recommends that the Planning Commission:

(i) Adopt Resolution No. 26-02, forwarding to the City Council a recommendation to certify the Final EIR, approve General Plan Amendment (No. 23-03), and approve Zone Change (No. 23-01), and

(ii) Adopt Resolution No. 26-03, and 26-04, conditionally approving a Subdivision (No.

23-01) and Conditional Use Permit (No. 23-07) for the development of a future public city park on an approximately 10.7-acre lot by the City and development of an approximately 221,815 square-foot industrial building by the developer on an approximately 10.5-acre lot.

ANALYSIS:

General Plan Amendment

The subject property has a (C) Commercial Land Use Designation in the City's General Plan; the Applicant is requesting a General Plan Amendment to allow for a change in land use designation from Commercial to (C-M) Commercial-Manufacturing to allow for the proposed industrial use on the project site. The proposed amendment would allow the long-vacant site to be developed with a modern industrial facility. The proposed General Plan Amendment will promote balanced and dynamic economic growth in the area and address the employment and economic needs of the City and surrounding region. The proposed amendment would also be consistent with the following goals and objectives of the Land Use and Resources Elements of the General Plan. The future City public park, including athletic fields, is permitted under the existing and proposed General Plan land use designation. Even so, the General Plan land use designation change would apply to the entirety of the property.

Land Use Element

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.

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.

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.

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 use in an underutilized site that is compatible with the adjacent uses around Santa Anita Avenue.

Goal 6.0: *Provide for the revitalization of deteriorating land uses and properties.* The Project will not only provide a new industrial building on a property that has lain vacant for many years, but 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

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.

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.

Zone Change

In order to allow for the proposed industrial use, a change to the zoning designation will also be required. Currently, the zoning of the property is Commercial (C) which would have to be amended to be consistent with the property's new General Plan land use designation. Therefore, the request includes a zone change from Commercial to Manufacturing in order to allow for the development of the industrial use on the property. Industrial buildings are permitted uses in the M-zone. The future City public park, including athletic fields, is a permitted use in the C-zone and the M-zone. Even so, the zone change would apply to the entirety of the property. The rezoning of the property would allow for the creation of a quality industrial development and public park at the site to provide economic and recreational benefits to the City.

As analyzed by staff and the CEQA review, the proposed change is compatible with the existing uses in the surrounding area along Lexington-Gallatin Road and Santa Anita Avenue. The nearby surrounding area is made up of a range of public facilities, parks, residential, commercial, and industrial uses which complement the proposed project.

Therefore, staff has determined that the following findings can be made in favor of the proposed zone change pursuant to South El Monte Municipal Code ("SEMMC") Section 17.03.150 (Planning Commission Procedure) of the SEMMC:

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 are all 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.

Tentative Parcel Map

Tentative Parcel Map No. 084463 will allow for the subdivision of the existing parcel into two lots for the separate development of the industrial use by the developer and the future public park use by the City. The proposed subdivision of the property is consistent with the General Plan and Zoning Ordinance upon adoption of the aforementioned changes by the City Council.

Per SEMMC Section 16.16.025, the Planning Commission shall not approve a tentative map where:

1. *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.

2. *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.

3. *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 (CFGC) 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.

4. *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.

5. *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.

6. *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 violation would occur.

7. *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.

8. *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. As proposed, the requested Tentative Parcel Map meets all of the development standards of the State Subdivision Map Act and Title 16 of the Municipal Code for the City of South El Monte. The proposed subdivision is consistent with the proposed General Plan Amendment and meets the development standards for the industrial and public park development.

Proposed Industrial Project

The Applicant is proposing to build an approximately 221,815 square foot industrial building on approximately 10.5 acres of the property, which will become a newly created lot. The building will mainly be utilized as a warehouse with approximately 201,815 square feet (sf) being dedicated to warehouse space, approximately 10,000 sf of ancillary

office space on the ground level and approximately 10,000 sf of ancillary office space on the mezzanine level. Additional site components will include bike racks to be located near the ancillary offices and an outdoor employee break area near the northeast corner of the warehouse.

Circulation and Parking

Vehicular access to the industrial parcel would be provided via two 40-foot-wide driveways on Lexington-Gallatin Road which would allow for truck and passenger vehicle ingress/egress to the site and allow for truck turning movements. As conceptually proposed, access to the future public park, which would be developed by the City, would be provided via one new driveway from Santa Anita Avenue located in the southern corner of the future City park area. The City currently does not have applicable requirements for the number of parking stalls for recreational areas. The Final EIR predicts the future public park component would provide 154 standard parking stalls. All drive aisles for both developments will accommodate standard fire lane turning radiuses and hammerhead turnaround maneuvers for emergency vehicles and fire services.

SEMMC Section 17.16 (Off-Street Parking and Loading), requires parking one parking space for every one thousand square feet of floor area for warehousing uses and one parking space per every three hundred square feet of floor area for ancillary office uses (if conservatively calculated separately). The proposed industrial project satisfies the minimum parking requirements per the following breakdown below:

Proposed Use	Size of Area	Required
Warehouse	201,815 sq. ft.	(1/1,000) = 202
Office	20,000 sq. ft.	(1/300) = 67
	Total Proposed Total Required	277 269

Landscaping

The industrial project proposes landscaping along the lot's frontage, the perimeters on the north and west, and along the parking area. Per SEMMC Section 17.09.070, the front five feet of the property and a minimum of five percent or 22,230 square feet of the parking area must be landscaped. The industrial project proposes approximately 12.7 percent or 56,470 square feet of landscaping for the site, which exceeds that requirement.

CONDITIONAL USE PERMIT

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 nearest residential properties to the east across the Project are over 200 feet from the nearest property line, with various screening and buffering methods implemented for the industrial building to ensure the use will not result in significant aesthetic impacts. The truck dock area for the industrial development will be secured and shielded by a 14-foot-high concrete screen wall and a landscaped perimeter along the lot lines. The CEQA analyses included a health risk assessment taking into account the nearby residential

neighborhoods and concluded there would not be significant impacts. Many of the surrounding parcels adjacent to the subject property are currently utilized with a range of uses including residential, industrial, commercial and park uses. The approval of the CUP will not be detrimental to persons or properties in the immediate vicinity nor to the City in general because the industrial project, as conditioned, will be required to operate in a way that does not negatively impact the area through conditions imposed, including pursuant to the Final EIR MMRP, and complements existing adjacent land uses.

Development Agreement

The project will be facilitated by a Development Agreement (DA) by and between the City and the Applicant for the project. The DA requires approval by the City Council by Ordinance. The DA will include, among other things, a Public Open Space (City Park) Donation Agreement for the public park component to be dedicated to the City for future development by the City upon City satisfaction of certain conditions precedent, as specified therein. The DA would also include any requirements for a freeway adjacent digital billboard and where the billboard would be required to comply with all applicable federal, State, and local laws and regulations including, but not limited to, Caltrans requirements under the Highway Beautification Act of 1965 (23 U.S.C. 131), the California Outdoor Advertising Act, and the California Vehicle Code.

ENVIRONMENTAL REVIEW: 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 CO_2e ($MTCO_2e$) threshold, the EIR's analysis conservatively uses the proposed 3,000 $MTCO_2e$ screening threshold. Project construction and operation would generate approximately 7,977 $MTCO_2e$ per year, and therefore exceed the 3,000 $MTCO_2e$ 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 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.

Pursuant to Section 15074(b) of the CEQA Guidelines, the Planning Commission independently reviewed and considered the contents of the Final EIR. 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 the CEQA Statute 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 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: The proposed industrial project is consistent with the proposed General Plan Amendment and Zone Change. The industrial project, including the Subdivision, meets all of the development standards of the California Subdivision Map Act and the South El Monte Municipal Code, subject to final City Council approvals. The proposed industrial project will provide a beneficial modern employment and revenue generating industrial development on an underutilized site appropriately located within close proximity to State Route 60. Pursuant to the Development Agreement, the project will also facilitate the future construction of a public park by the City, which would help meet the recreational needs of the City. The proposed industrial project is a high-quality modern development, and the partnership created by the Development Agreement will provide positive economic and public benefits to the City, as detailed in the Development Agreement. Staff recommends that the Planning Commission: (i) adopt Resolution No. 26-02, recommending that the City Council certify the Final EIR, adopt CEQA Findings of Fact, adopt a Statement of Overriding Considerations, approve General Plan Amendment (No. 23-03), approve Zone Change (No. 23-01), and (ii) adopt Resolution No. 26-03, and 26-04, conditionally approving a Subdivision (No. 23-01) and Conditional Use Permit (No. 23-07) for the project.

ATTACHMENT(S):

A. Resolution No. 26-02
B. Resolution No. 26-03
C. Resolution No. 26-04
D. Vicinity Aerial
E. Project Plans

F. Final EIR, Mitigation Monitoring Reporting Program, CEQA Findings of Fact and Statement of Overriding Considerations and Responses to Comments

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 aloe 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:
NOES:
ABSENT:
ABSTAIN:

_____
Secretary, Renee Reyes

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Commitment No. NCS-1215033-SA1

EXHIBIT A

The Land referred to herein below is situated in the City of South El Monte, County of Los Angeles, State of California, and is described as follows:

A PARCEL OF LAND IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, INCLUDING PORTIONS OF LOTS 110 AND 120 OF TRACT NO. 621, AS SHOWN ON THE MAP RECORDED IN BOOK 15, PAGE 182 OF MAPS, A PORTION OF THE RANCHO POTRERO GRANDE AS DESCRIBED IN THE PATENT RECORDED IN BOOK 1, PAGE 3 OF PATENTS AND PORTIONS OF LOTS 1 AND 2 IN BLOCK "K" OF SUBDIVISIONS OF THE RANCHO POTRERO DE FELIPE LUGO AS SHOWN ON THE MAP RECORDED IN BOOK 43, PAGE 43 ET SEQ. OF MISCELLANEOUS RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 1 IN BLOCK "K" THAT IS DISTANT THEREON SOUTH 45° 02' 49" WEST 1080.64 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 1; THENCE NORTH 25° 33' 24" WEST 710 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 64° 26' 36" WEST 1200 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF SAID LOT 120 THAT IS DISTANT SOUTH 0° 17' 11" EAST 1180.57 FEET FROM THE NORTHWEST CORNER OF LOT 111 OF SAID TRACT NO. 621; THENCE SOUTH 25° 33' 24" EAST 710 FEET; THENCE NORTH 64° 26' 36" EAST 454.17 FEET TO A LINE AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF SAID LOT 2 IN BLOCK "K" WHICH PASSES THROUGH A POINT IN SAID SOUTHEASTERLY LINE THAT IS DISTANT SOUTH 45° 02' 49" WEST 703.50 FEET FROM THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT ANGLE LINE SOUTH 44° 57' 11" EAST 247.69 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 2; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 2 AND 1 IN SAID BLOCK "K" NORTH 45° 02' 49" EAST TO THE INTERSECTION OF THAT CERTAIN LINE IN THE SIDELINE OF THE POMONA FREEWAY AS DESCRIBED IN THAT CERTAIN EASEMENT DOCUMENT TO THE STATE OF CALIFORNIA RECORDED ON AUGUST 27, 1963 AS INSTRUMENT NO. 1546 IN BOOK D2159, PAGE 922 ET SEQ. OF OFFICIAL RECORDS OF SAID COUNTY, SAID CERTAIN LINE DESCRIBED THEREON AS HAVING A BEARING AND LENGTH OF "NORTH 80° 22' 48" WEST 692.44 FEET"; THENCE ALONG SAID CERTAIN LINE NORTH 80° 22' 48" WEST TO THE NORTHWESTERLY TERMINUS OF SAID LINE AND THE BEGINNING OF A TANGENT CURVE THEREIN CONCAVE SOUTHERLY AND HAVING A RADIUS OF 250.00 FEET; THENCE WESTERLY ALONG SAID TANGENT CURVE TO THE NORTHWEST LINE OF SAID LOT 1; THENCE SOUTHWEST ALONG SAID NORTHWEST LINE TO SAID LINE HAVING A BEARING OF NORTH 25° 33' 24" WEST AND WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE NORTH 25° 33' 24" WEST 14.55 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION LYING NORTHEASTERLY OF THAT CERTAIN LINE AND ITS NORTHWESTERLY AND SOUTHEASTERLY PROLONGATIONS THEREOF DESCRIBED ABOVE AS "NORTH 25° 33' 24" EAST 710 FEET".

ALSO EXCEPT THEREFROM THAT PORTION LYING NORTHWESTERLY AND WESTERLY OF THE SOUTHEASTERLY AND EASTERLY LINE OF THE 80 FOOT STRIP OF LAND KNOWN AS SANTA ANITA AVENUE AND DESCRIBED IN PARCEL 16-4 OF FINAL ORDER OF CONDEMNATION OF SUPERIOR COURT CASE NO. 908.498, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK D3995, PAGE 73 ON MAY

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07, 1968 AS INSTRUMENT NO. 3953 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN PARCELS 16-4D-1, 16-4S.1 AND 16-4S.2 OF FINAL ORDER OF CONDEMNATION OF SUPERIOR COURT CASE NO. 908.498, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK D3995, PAGE 73 ON MAY 07, 1968 AS INSTRUMENT NO. 3953 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING FROM THE PORTION OF SAID LOT 120 OF TRACT NO. 621 INCLUDED IN THE ABOVE DESCRIBED LAND, ONE-HALF OF ALL OIL RIGHTS IN AND UNDER SAID LAND, AS RESERVED BY JOE CAGLIERO AND WIFE AND GEORGE VISSIO AND HIS WIFE IN THE DEED RECORDED IN BOOK 18263, PAGE 169 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING FROM THE PORTION OF SAID LAND WHICH WAS FORMERLY REGISTERED LAND, ONE-HALF OF ALL THE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR THEREUNDER, AS RESERVED IN THE DEED FROM THOMAS W. BELL, FILED APRIL 08, 1942, IN THE OFFICE OF THE REGISTRAR OF LAND TITLES AS INSTRUMENT NO. 5621-K.

For conveyancing purposes only: APN 8119-005-032

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EXHIBIT "B"

MITIGATION MONITORING & REPORTING PROGRAM

MITIGATION MONITORING AND REPORTING PROGRAM

SOUTH EL MONTE FIELDS AND BUSINESS PARK PROJECT

(SCH NO. 2024070062)

Prepared for	City of South El Monte Community Development Department 11333 Valley Blvd 2nd Floor El Monte, California 91731
Prepared by	Kimley-Horn and Associates, Inc. 1100 W. Town & Country Road, Suite 700 Orange, California 92868

February 2026

Kimley»Horn

PURPOSE OF MITIGATION MONITORING AND REPORTING PROGRAM

The California Environmental Quality Act (CEQA) requires that all public agencies establish monitoring and/or reporting procedures for mitigation adopted as conditions of approval in order to mitigate or avoid significant environmental impacts. This Mitigation Monitoring and Reporting Program (MMRP) has been developed to provide a vehicle by which to monitor the Mitigation Program outlined in the South El Monte Athletic Fields and Business Park Project Environmental Impact Report (EIR), State Clearinghouse No. 2024070062. The MMRP has been prepared in conformance with Section 21081.6 of the Public Resources Code. Specifically, Section 21081.6 states:

(a) When making findings required by paragraph (1) of subdivision (a) of Section 21081 or when adopting a mitigated negative declaration pursuant to paragraph (2) of subdivision (c) of Section 21080, the following requirements shall apply:

(1) The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of a responsible agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead or responsible agency, prepare and submit a proposed reporting or monitoring program.

(2) The lead agency shall specify the location and custodian of the documents or other material which constitute the record of proceedings upon which its decision is based.

CEQA Guidelines Section 15097 provides clarification of mitigation monitoring and reporting requirements and guidance to local lead agencies on implementing strategies. The reporting or monitoring program must be designed to ensure compliance during project implementation. The City of South El Monte is the Lead Agency for the Project and is therefore responsible for ensuring the implementation of the MMRP. The MMRP has been drafted to meet the requirements of Public Resources Code Section 21081.6 as a fully enforceable monitoring program.

BACKGROUND

The Mitigation Program identified in the EIR outlines the standard conditions of approval and mitigation measures for which implementation of the Project would be consistent with.

The MMRP defines the following for each Mitigation Program element:

- **Definition.** The Mitigation Program element contains the criteria for mitigation, either in the form of adherence to certain adopted regulations or identification of the steps to be taken in mitigation.
- **Time Frame.** In each case, a time frame is provided for performance of the mitigation or the review of evidence that mitigation has taken place. The performance points selected are designed to ensure that impact-related components of Project implementation do not proceed without

establishing that the mitigation is implemented or ensured. All activities are subject to the approval of all required permits from agencies with permitting authority over the specific activity.

- **Monitoring/Reporting Method.** The actions required to ensure the measure is implemented are noted.
- **Responsible Party or Designated Representative.** Unless otherwise indicated, an applicant would be the party responsible for implementing the mitigation, and the City South El Monte or designated representative would be responsible for monitoring the performance and implementation of the mitigation measure. To guarantee that the mitigation will not be inadvertently overlooked, a supervising public official acting as the Designated Representative is the official who grants the permit or authorization called for in the performance. Where more than one official is identified, permits or authorization from all officials shall be required.

The last column of the MMRP table will be used by the parties responsible for documenting when implementation of the measure has been completed. The ongoing documentation and monitoring of mitigation compliance will be completed by the City of South El Monte. The completed MMRP and supplemental documents will be kept on file at the City of South El Monte Community Development Department, Planning Division.

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
				Date	**Initials**
Aesthetics					
MM AES-1: Stadium lights at the future City park athletic fields shall comply with the following requirements: a. **Orientation.** Fixtures shall be oriented in such a way that they direct light downward and toward the field, ensuring that no direct light is emitted towards adjacent lands. b. **Full Cutoff Fixtures.** Fixtures shall be "full cutoff" type to direct light exclusively onto the playing surface and avoid light spill and glare beyond the field boundaries. c. **Shielding.** Shielding or deflectors shall be installed to reduce light spill. d. **Lighting Intensity.** The lighting intensity shall not exceed necessary levels for safety and visibility. e. **Dimming Capabilities.** Lights shall be dimmable to adjust levels based on the activity or time of day. f. **Scheduling Controls.** The lighting system shall have an automatic timer to turn off all lights promptly after events and practices, and to limit unnecessary lighting during non-use periods (e.g., after 10:00 PM). g. **Maintenance and Adjustments.** The lighting system shall be subject to annual inspection and adjustments to ensure ongoing compliance with the requirements outlined above. In the event that the above requirements are no longer being met, corrective measures, including re-aiming lights, upgrading fixtures, or adjusting light levels, shall be implemented immediately.	Prior to installation of stadium lighting	Verify compliance on Project plans On-site inspections	City of South El Monte Community Development Department, Planning Division; Building & Safety Division		
MM AES-2: Digital Billboard. The billboard shall comply with the following requirements: • The display brightness shall be controlled by a photocell or light sensor that adjusts the brightness to the required level based on ambient light conditions without the need for human input. Use of other brightness adjustment methods, such as timer- or calendar-based systems, shall only be used as a backup system. • The billboard shall comply with outdoor advertising requirements under the Caltrans Federal Highway Beautification Act and the California Outdoor Advertising Act. • The display shall be factory-certified as capable of complying with the City's illumination requirements. • The sign shall be equipped with a control system that, in the event of a display or control malfunction, "freezes" the display on either a single, unchanging message, or a blank screen. • Any sign area not comprising the digital display panel is prohibited. This area includes, but is not limited to, static sign area, appendages, cutout letters, and figures.	Prior to installation of digital billboard	Verify compliance on Project plans On-site inspections	City of South El Monte Community Development Department, Planning Division; Building & Safety Division Caltrans		

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
				Date	**Initials**
• Where screen transitions are used, the transitions shall not give the appearance of moving text or images. The sign copy shall not use flashing, intermittent, or moving lights or produce the optical illusion of movement. • Each sign copy shall be displayed for a minimum of four seconds. The still images shall move or present the appearance of motion and shall not use flashing, scintillating, blinking, or traveling lights or any other means not providing constant illumination. Transition or blank screen time between one still image and the next shall not exceed one second. • The digital billboard shall comply with all applicable laws and regulations concerning brightness, including, without limitation, California Vehicle Code Section 21466.5, as amended.					
Biological Resources					
MM BIO-1: Regardless of the results of focused burrowing owl surveys, a qualified biologist shall conduct a take avoidance preconstruction survey no less than 14 days prior to the onset of construction activities within the construction limits of the project site and a 500-foot buffer. A second survey shall be conducted within 24 hours prior to the onset of construction activities. Surveys shall be conducted at least seven days apart. The surveys shall assess the presence of burrowing owls and occupied nest burrows and be conducted in accordance with the most current California Department of Fish and Wildlife (CDFW) survey methods. If burrowing owls are not observed during the preconstruction survey, no additional conditions may be required to avoid impacts to burrowing owl. A preconstruction survey shall be repeated if Project activities are suspended or delayed more than 14 days from the second survey. If burrowing owl is documented on site, occupied burrowing owl burrows shall not be disturbed without CDFW authorization. Disturbance avoidance buffers shall be determined and set up by a qualified biologist in accordance with the recommendations included in the BUOW Guidelines (CDFW 2012). A biologist shall be contracted to perform monitoring during all construction activities approximately every other day. The definitive frequency and duration of monitoring shall be dependent on whether it is the breeding versus non-breeding season and the efficacy of the exclusion buffers, as determined by a qualified biologist and in coordination with CDFW. The project applicant shall submit at least one burrowing owl preconstruction survey report to the satisfaction of the City of South El Monte and CDFW to document compliance with this avoidance and minimization measure. For the purposes of this avoidance and minimization measure, "qualified biologist" is a biologist who meets the requirements set forth in the BUOW Guidelines (CDFW 2012).	Preconstruction survey conducted no less than 14 days prior to the onset of construction activities A second survey shall be conducted within 24 hours prior to the onset of construction activities If burrowing owl is documented on-site, biological monitoring	Verify preconstruction survey report	Qualified Biologist City of South El Monte Community Development Department, Planning Division		

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
				Date	**Initials**
MM BIO-2: If take avoidance pre-construction burrowing owl surveys are positive and avoidance is not possible, either directly or indirectly, the California Department of Fish and Wildlife (CDFW) shall be consulted and, if necessary, a California Endangered Species Act Incidental Take Permit (CESA ITP) shall be obtained authorizing take of burrowing owl incidental to approved project activities. All Conditions of Approval outlined in the CESA ITP shall be fully implemented and strictly followed. Conditions of Approval may include, but are not limited to, worker education program, construction/compliance monitoring, best management practices, CDFW notifications, compliance reporting, final mitigation reporting, take minimization measures, burrowing owl mortality reduction plan, burrow replacement plan, pre-construction surveys, burrow avoidance measures, burrow blockage requirements, burrow excavation requirements, operations and maintenance take avoidance measures, habitat management land acquisition, and endowment fund. If the burrowing owl is no longer a candidate or listed species under CESA at the time of Project construction, an ITP would not be required.	If burrowing owl are present and cannot be avoided during preconstruction surveys	Verification of CESA ITP, if burrowing owls are detected	Qualified Biologist California Department of Fish and Wildlife (CDFW) City of South El Monte Community Development Department, Planning Division		
MM BIO-3: To avoid impacts to special-status resources and inadvertent disturbance to areas outside the limits of the Project activities, the following monitoring requirements and Best Management Practices (BMPs) shall be implemented: a. To prevent inadvertent disturbance to areas outside the limits of work, the construction limits shall be clearly demarcated (e.g., installation of flagging or temporary visibility construction fence) prior to ground-disturbance activities, and all construction activities, including equipment staging and maintenance, shall be conducted within the marked disturbance limits. The work limit delineation shall be maintained throughout project construction. The use of whiskers with stakes or marking paint is recommended to maintain integrity of work limits. b. With the exception of any burrowing owls, the qualified biologist shall flush any special-status wildlife species (i.e., avian or other mobile species) from suitable habitat areas within the project development footprint to the maximum extent practicable immediately (e.g., within 24 hours) prior to initial vegetation removal activities. The biologist shall flush wildlife by walking through habitat to be imminently removed. c. Construction vehicles shall not exceed 15 miles per hour on unpaved roads adjacent to the project site or the right-of-way accessing the site. d. To the degree feasible, construction activities shall occur during daytime hours. Permissible nighttime activities could include pouring of concrete for the warehouse foundation during early and/or nighttime hours. e. If trash and debris need to be stored overnight during maintenance activities, fully covered trash receptacles that are animal-proof and weather-proof shall be used by the maintenance contractor to	Prior to ground-disturbance activities Ongoing during grading and construction	Verify compliance on Project plans On-site inspections	Project Applicant or its contractors Qualified Biologist City of South El Monte Community Development Department, Planning Division		

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
				Date	**Initials**
contain all food, food scraps, food wrappers, beverage containers, and other miscellaneous trash. Alternatively, standard trash receptacles may be used during the day, but must be removed each night. f. The operator shall not permit pets on or adjacent to construction sites. g. At the end of each workday during construction and in the morning prior to the start of each workday during construction, the applicant or its contractors, shall cover all excavated, steep-sided holes or trenches more than eight inches deep and that have sidewalls steeper than 1:1 (45 degree) slope with plywood or similar materials, or provide a minimum of one escape ramp per 100 feet of trenching (with slopes no greater than 3:1) constructed of earth fill or wooden planks. The project biologist shall thoroughly inspect holes and trenches for trapped animals during biological monitoring. h. The applicant, or its contractors, shall screen, cover, or elevate at least one foot above ground, all construction pipe, culverts, or similar structures with a diameter of three inches or greater that are stored on site overnight. These pipes, culverts, and similar structures shall be inspected by the project biologist for wildlife before such material is moved, buried, or capped. i. The applicant, or its contractors, shall avoid the use of invasive plant species in the landscaping associated with the development. Invasive species with Moderate or High on the California Invasive Plant Council (Cal-IPC) list (https://www.cal-ipc.org/plants/inventory) are prohibited from use and shall be removed if found on site. The applicant or contractor shall refer to state resources for lists of appropriate native plant replacements (e.g., Calscape [https://www.calscape.org] and CNPS [https://www.cnps.org/gardening]).					
MM BIO-4: Project impacts on non-native grassland (21.6 acres) shall be mitigated at a 0.5:1 ratio through the purchase of 10.8 acre of grassland habitat at an approved mitigation bank, such as the Petersen Ranch Mitigation Bank. Confirmation of the purchase of grassland habitat at an approved mitigation bank shall be provided to the City of South El Monte Community Development Department prior to the issuance of the first action or permit for site disturbance.	Prior to the issuance of the first action or permit for site disturbance	Verification of purchase of grassland habitat at approved mitigation bank	City of South El Monte Community Development Department, Planning Division		
MM BIO-5: To ensure compliance with the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code (CFGC) Sections 3503, 3503.5, and 3513 and to avoid potential impacts to nesting birds, vegetation clearing, and ground-disturbing activities shall be conducted outside of the bird nesting season (generally January 15 to August 31 for raptors and February 15 to August 31 for other bird species). If avoidance of the nesting season is not feasible, then a qualified biologist shall conduct a nesting bird survey within seven days prior to any disturbance of the site, including but not limited to vegetation clearing, disking, demolition	If within nesting bird season, within seven days prior to any disturbance of the site Biological monitoring ongoing during construction	Verify nesting bird survey conducted	Qualified Biologist City of South El Monte Community Development Department, Planning Division		

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
				Date	**Initials**
activities, and grading. If the qualified biologist determines that no active bird or raptor nests occur, the activities shall be allowed to proceed without any further requirements. If active nests of any species protected by the MBTA or CFGC are identified, the biologist shall establish suitable disturbance limit buffers around the nests marked using flagging or staking. The disturbance limit buffer size shall depend on the site conditions, level of activity within the buffer, and species observed. The disturbance limit buffer zones shall be avoided until the nests are no longer occupied. Any active nests shall be monitored by a qualified biologist during active construction, at a frequency determined using their best professional judgment, but not less than twice per week. If potential affects to nesting birds are observed, avoidance and minimization measures may be adjusted, and construction activities stopped or redirected by the qualified biologist using their best professional judgement to avoid take of nesting birds. Once a nest is no longer occupied and the juvenile birds can survive independently from the nest, the project can proceed without further regard to the nest site.					
MM BIO-6: To avoid impacts on the pallid bat, any on-site abandoned structures and all trees with suitable roosting cavities shall be surveyed by a qualified biologist prior to demolition or removal. Pre-construction surveys shall take place no more than 14 days prior to the start of demolition activities. If active roosts are identified, a biological monitor shall be employed to direct avoidance measures. If bats are detected during pre-construction surveys, biological monitoring shall be conducted by a qualified biologist to ensure that project activities do not result in direct take. The biologist shall be present for all demolition or tree removal activities in areas known or suspected to support roosting bats as determined by the qualified biologist. The biological monitor shall perform clearance surveys at the start of each workday in areas scheduled for immediate demolition. The monitor shall direct project activities away from special-status bat species, should they be found on site, to ensure that impacts on these species are avoided to the fullest extent possible. If present, bats are expected to flush from the project site at the onset of demolition activities. However, if they persist on site through demolition of non-roost site areas, consultation with the CDFW may be required.	Preconstruction surveys no more than 14 days prior to start of demolition or removal of any on-site abandoned structures or trees Ongoing biological monitoring, if bats are detected	Verify preconstruction survey conducted	Qualified Biologist City of South El Monte Community Development Department, Planning Division		
Cultural Resources					
MM CUL-1: In the event that cultural resources (archaeological or historical) are inadvertently unearthed or encountered during excavation and grading activities, all work within 60 feet of the find shall cease and an archaeologist, the Gabrieleño Band of Mission Indians – Kizh Nation, the Gabrielino Tongva Indians of California, and any other consulting tribes, shall be contacted. The archaeologist shall meet the Secretary of Interior	During excavation and grading activities.	Verify retention of a Qualified Archeologist Field record and of resource significance	Qualified Archeologist Consulting tribes City of South El Monte, Community		

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
				Date	**Initials**
professional qualifications in archaeology and will record and evaluate the resource for potential significance. The City of South El Monte, as the lead agency shall consult with the Gabrieleño Band of Mission Indians – Kizh Nation, the Gabrielino Tongva Indians of California, and any other consulting tribes regarding the significance of the resource and its potential as a Tribal Cultural Resource (TCR) under CEQA. In the event of the discovery of a TCR, refer to Mitigation Measure (MM) TCR-2. The archaeologist shall determine if the resource meets the CEQA definition of historical (State CEQA Guidelines §15064.5(a)) and/or unique archaeological resources (Public Resources Code [PRC] §21083.2(g)). Should the archaeologist have concerns that the find is potentially significant, the archaeologist shall prepare a mitigation plan for review and approval by the City. If avoidance of the resource(s) is not feasible, salvage operation requirements pursuant to State CEQA Guidelines Section 15064.5 shall be followed.		Consult with consulting Tribes Archaeologist determination of historical and/or unique archaeological resources Mitigation plan by Archaeologist	Development Department, Planning Division		
SC CUL-1: If human remains are encountered during the undertaking, California State Health and Safety Code Section 7050.5 states that excavation shall stop and no further disturbance shall occur within 100 feet of the discovery until the County Coroner has made a determination of origin and disposition of the remains pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery within 48 hours of notification. If the NAHC is unable to identify an MLD, the MLD fails to make a recommendation, or the landowner or his/her authorized representative rejects the recommendation, the human remains and associated items will be interred on the property with appropriate dignity in a location that will not be subject to future disturbance.	During excavation	Determination of deposition and origin Field Inspection NAHC MLD determination and recommendation	County Coroner Native American Heritage Commission (NAHC) Most Likely Descendant (MLD) City of South El Monte, Community Development Department, Planning Division		
Geology and Soils					
SC GEO-1: The Applicant shall submit to the City of South El Monte Building and Safety Department for review and approval, a site-specific design-level geotechnical investigation prepared for the project site by a registered geotechnical engineer. The investigation shall comply with all applicable State and local code requirements and: a) Include an analysis of the expected ground motions at the site from known active faults using accepted methodologies;	Prior to the issuance of the first grading permit for ground-disturbing activities	Design-level geotechnical investigation City's registered geotechnical engineer or third-party registered engineer approval	Project Applicant Registered Geotechnical Engineer City of Rialto's registered geotechnical engineer or third-party registered engineer		

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
				Date	**Initials**
b) Determine structural design requirements as prescribed by the most current version of the California Building Code, including applicable City amendments, to ensure that structures can withstand ground accelerations expected from known active faults; and c) Determine the final design parameters for walls, foundations, foundation slabs, utilities, roadways, parking lots, sidewalks, and other surrounding related improvements. Project plans for foundation design, earthwork, and site preparation shall incorporate all of the mitigation in the site-specific investigations. The structural engineer shall review the site-specific investigations, provide any additional necessary measures to meet Building Code requirements, and incorporate all applicable recommendations from the investigation in the structural design plans and shall ensure that all structural plans for the Project meet current Building Code requirements. The City's registered geotechnical engineer or third-party registered engineer retained to review the geotechnical reports shall review each site-specific geotechnical investigation, approve the final report, and require compliance with all geotechnical requirements contained in the investigation in the plans submitted for the grading, foundation, structural, infrastructure and all other relevant construction permits. The City shall review all Project plans for grading, foundations, structural, infrastructure and all other relevant construction permits to ensure compliance with the applicable geotechnical investigation and other applicable Code requirements.			City of South El Monte, Community Development Department, Building and Safety Division		
MM GEO-1: Prior to the issuance of the first grading permits, the City of South El Monte Building and Safety Department shall review all Project plans for grading, foundation, structural, infrastructure, and all other relevant construction permits to ensure compliance with the applicable recommendations from the Geotechnical Investigation. This shall include recommendations related to the discovery of groundwater, wet soils, or unstable soils during grading, stabilization, dewatering, fill materials, and foundations.	Prior to the issuance of the first grading permit	Verify compliance on Project plans	City of South El Monte, Community Development Department, Building and Safety Division		
MM GEO-2: Prior to the issuance of the first grading permit for ground-disturbing activities, the Applicant shall provide evidence to the City of South El Monte Building and Safety Department that a qualified paleontologist has been retained. The selection of the qualified paleontologist shall be subject to the acceptance of the City. If paleontological resources are encountered, the contractor shall immediately cease all earth-moving activities within a 100-foot radius of the area of discovery. The qualified paleontologist shall be contacted to evaluate the significance of the finding and determine an appropriate course of action. If avoidance of the resource(s) is not feasible, salvage operation requirements under State CEQA Guidelines Section 15064.5 shall be followed. After the find has been appropriately avoided or mitigated, work in the area may resume.	Prior to the issuance of the first grading permit for ground-disturbing activities If paleontological resources are encountered, during	Verify retention of a qualified Paleontologist If paleontological resources are unearthed; evaluate significance of findings	Project Applicant Qualified Paleontologist City of South El Monte, Community Development Department, Building and Safety Division		

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
				Date	**Initials**
	construction earth moving activities				
Greenhouse Gas Emissions					
LOR GHG-1. Require diesel powered construction equipment to turn off when not in use per Title 13 of the California Code of Regulations, Section 2449.	Ongoing during construction	Verify compliance on project plans	City of South El Monte, Community Development Department, Building and Safety Division		
LOR GHG-2. Limit idling time for commercial vehicles to no more than five minutes per Title 13 of the California Code of Regulations, Section 2485.	Ongoing during construction	Verify compliance on project plans	City of South El Monte, Community Development Department, Building and Safety Division		
LOR GHG-3. In accordance with California Title 24 Standards, buildings will be designed to have 15 percent of the roof area "solar ready" that will structurally accommodate later installation of rooftop solar panels. If future building operators pursue providing rooftop solar panels, they will submit plans for solar panels prior to occupancy.	Condition of issuance of Building Permit Prior to issuance of Occupancy Permit	Verify compliance on project plans	City of South El Monte, Community Development Department, Building and Safety Division		
LOR GHG-4. Design buildings to be water-efficient. Install water-efficient fixtures in accordance with Section 5.303 of the California Green Building Standards Code Part 11.	Condition of issuance of Building Permit Prior to issuance of Occupancy Permit	Verify compliance on project plans	City of South El Monte, Community Development Department, Building and Safety Division		
LOR GHG-5. Recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste in accordance with Section 5.408.1 of the California Green Building Standards Code Part 11.	Ongoing during demolition and construction	Verify compliance on project plans	City of South El Monte, Community Development Department, Building and Safety Division		

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
				Date	**Initials**
LOR GHG-6. Provide storage areas for recyclables and green waste and adequate recycling containers located in readily accessible areas in accordance with Section 5.410 of the California Green Building Standards Code Part 11.	Condition of issuance of Building Permit Prior to issuance of Occupancy Permit	Verify compliance on project plans	City of South El Monte, Community Development Department, Building and Safety Division		
LOR GHG-7. To facilitate future installation of electric vehicle supply equipment (EVSE), construction shall comply with Section 5.106.5.3 (nonresidential electric vehicle charging) of the California Green Building Standards Code Part 11.	Condition of issuance of Building Permit Prior to issuance of Occupancy Permit	Verify compliance on project plans	City of South El Monte, Community Development Department, Building and Safety Division		
LOR GHG-8. Tenants of the warehouse shall comply with the South Coast Air Quality Management District (SCAQMD) Warehouse Indirect Source Rule (Rule 2305). This rule is expected to reduce NO_X and PM_{10} emissions during operations. Compliance with Rule 2305 is enforced by the SCAQMD through their reporting process and is required for all warehouse projects greater than 100,000 square feet.	Condition of issuance of Building Permit Prior to issuance of Occupancy Permit	Verify compliance on project plans	City of South El Monte, Community Development Department, Building and Safety Division		
MM GHG-1: Electric Landscape Equipment. Prior to the issuance of a tenant occupancy permit for the warehouse, the City of South El Monte Community Development Department, Building and Safety Division shall confirm that tenant lease agreements include contractual language that all handheld landscaping equipment used on site shall be 100 percent electrically powered. The warehouse building, as well as the parking lots for the future City park and warehouse components, shall be equipped with exterior electrical outlets to accommodate this requirement. This requirement shall be included in the third-party vendor agreements for landscape services for the building owner and tenants, as applicable. Therefore, this mitigation measure is applicable to the warehouse and City park.	Prior to the issuance of a tenant occupancy permit for the warehouse.	Review of tenant lease agreements	City of South El Monte Community Development Department, Building and Safety Division		
MM GHG-2: On-Site Renewable Electricity Generation. The Project shall install solar photovoltaic (PV) panels or other source of renewable energy generation on the site or otherwise acquire energy from the local utility that has been generated by renewable sources, that would provide 100 percent of the expected building load.	During the development review process; Prior to issuance of the first to demolition, grading, or building permit	Verify compliance on Project plans and/or renewable energy source documentation	Project Applicant City of South El Monte Community Development Department, Building and Safety Division		

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
				Date	**Initials**
(i.e., the Title 24 electricity demand and the plug-load, anticipated to be approximately 5.75 kilowatt hours per year [kWh/year] per square foot).[1] This mitigation measure is only applicable to the warehouse.					
MM GHG-3: CALGreen Tier 2. Prior to the issuance of a building permit, the Project Applicant or successor in interest, and the City (as applicable) shall provide documentation to the City of South El Monte Community Development Department, Building and Safety Division demonstrating the following: ▪ The warehouse shall be designed to achieve Leadership in Energy and Environmental Design (LEED) certification to meet or exceed CALGreen Tier 2 standards in effect at the time of building permit application. ▪ The Project (warehouse and City park) shall provide facilities to support electric charging stations per the Tier 2 standards in Section A5.106.5.3 (Nonresidential Voluntary Measures) of the 2022 CALGreen Code.	Prior to the issuance of a building permit	Verify compliance on Project plans	Project Applicant City of South El Monte Community Development Department, Building and Safety Division		
MM GHG-4: On-site Electricity Efficiency. Prior to the issuance of tenant occupancy permits for the warehouse, the Planning Division shall confirm that tenant lease agreements include contractual language that appliances used on site shall be ENERGY-STAR Certified. This mitigation measure is only applicable to the warehouse.	Prior to the issuance of tenant occupancy permits for the warehouse	Review of tenant lease agreements	Project Applicant City of South El Monte, Community Development Department, Planning Division		
MM GHG-5: Require All-Electric Development. Prior to the issuance of building permits for the warehouse, the City of South El Monte Community Development Department, Building and Safety Division shall confirm that building plans require the Project to use all-electric appliances and end uses instead of natural gas. The Project shall not include natural gas utility lines or connections. This mitigation measure is only applicable to the warehouse.	Prior to the issuance of building permits for the warehouse	Verify compliance on Project plans	Project Applicant City of South El Monte Community Development Department, Building and Safety Division		
MM GHG-6: Solid Waste Diversion. The warehouse shall divert a minimum of 75 percent of landfill waste. Prior to issuance of a tenant occupancy permit for the warehouse by the City of South El Monte Community Development Department, Planning Division, a recyclables collection and load area shall be constructed in compliance with City standards for recyclable collection and loading areas. This mitigation measure applies only	Prior to issuance of a tenant occupancy permit for the warehouse	On-site inspections Review of diversion plan	Project Applicant City of South El Monte Community Development		

[1] The expected electricity demand is based on CalEEMod; refer to **Appendix I** of the EIR.

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
				Date	**Initials**
to tenant permits for the warehouse and not the warehouse building shell[2] approvals. The diversion plan shall also comply with the established solid waste and recycling laws including AB 939 and AB 341. The City park shall divert a minimum of 50 percent of land fill waste in compliance with AB 75 and AB 939. In addition, a recyclables collection and load area shall be constructed in compliance with City standards for recyclable collection and loading areas.			Department, Planning Division		
MM GHG-7: Prior to issuance of tenant occupancy permits for the warehouse, the tenant/facility operator shall prepare and submit a Transportation Demand Management (TDM) program detailing strategies that would reduce the use of single occupant vehicles by employees by increasing the number of trips by walking, bicycle, carpool, vanpool and transit. The TDM shall include, but is not limited to the following: ▪ Provide a transportation information center and on-site TDM coordinator to educate residents, employers, employees, and visitors of surrounding transportation options. ▪ Promote bicycling and walking through design features such as showers for employees, self-service bicycle repair area, etc. around the project site. ▪ Promote and support carpool/vanpool/rideshare use through parking incentives and administrative support, such as ride-matching services. ▪ Incorporate incentives for using alternative travel modes, such as preferential load/unload areas or convenient designated parking spaces for carpool/vanpool users. This mitigation measure applies only to tenant occupancy and not the building shell[3] approvals. Therefore, this mitigation measure is only applicable to the warehouse.	Prior to issuance of tenant occupancy permits for the warehouse	Review of TDM program	Tenant/Facility Operator City of South El Monte Community Development Department, Building and Safety Division		
MM GHG-8: Non-Diesel Off-road And Emergency Equipment. Prior to the issuance of a tenant occupancy permit for the warehouse, the City of South El Monte Community Development Department, Building and Safety Division shall confirm that the Project plans and specifications show the following: ▪ All outdoor cargo handling equipment (including yard trucks, hostlers, yard goats, pallet jacks, and forklifts) are zero emission/powered by electricity. The building shall include the necessary charging stations for cargo handling equipment. Note that SCAQMD Rule 2305 (Warehouse Indirect Source Rule) Warehouse	Prior to the issuance of a tenant occupancy permit for the warehouse	Verify compliance on Project plans	Project Applicant City of South El Monte Community Development Department, Building and Safety Division		

[2] Components of the building shell include the floor, walls, roof, doors, and windows.
[3] Ibid.

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
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Actions and Investments to Reduce Emissions (WAIRE) points may be earned for electric/zero emission yard truck/hostler usage. This mitigation measure applies only to tenant improvements and not the building shell approvals. ▪ Any and all standard emergency generators shall meet California Air Resources Board Tier 4 Final emissions standards. A copy of each unit's Best Available Control Technology (BACT) documentation (certified tier specification) and CARB or SCAQMD operating permit (if applicable) shall be provided to the City. This mitigation measure is only applicable to the warehouse.					
MM GHG-9: Water Use Efficiency and Conservation Plan. The Project Applicant or designee shall implement a Water Use Efficiency and Conservation Plan that includes the following minimum requirements: **Indoor Conservation Features and Operations*:*** ▪ **Install low-flow Fixtures**: Install low-flow toilets at 1.28 gallons per flush, faucets at 1.2 gallons per minute, showerheads at 1.8 gallons per minute, kitchen faucets at 1.8 gallons per minute. In common areas, install faucets at 0.5 gallon per minute and urinals at max of 0.25 gallon per minute/flush. (These fixtures use less water while maintaining efficient performance.) ▪ **Install dual-flush toilets**: These toilets offer two flush options: one for liquid waste less than 1 gallons per minute and another for solid waste at 1.28 gallons per minute. (This allows the appropriate use of water for flushing needs.) ▪ **Use water-efficient appliances**: The Project Applicant or designee shall install energy-efficient and water-saving appliances with the ENERGY STAR label only. ▪ **The Project will capture and reuse HVAC condensation**: The Project Applicant or designee shall direct condensation from air conditioning units to water plants or for other non-potable uses. ▪ **Good housekeeping and regular maintenance**: The Project Applicant or designee shall regularly check and maintain plumbing fixtures, irrigation systems, and appliances to ensure they are functioning efficiently and not wasting water. **Outdoor Conservation Features and Operations:** ▪ **Install only "Smart Irrigation Systems" for community landscaping**: The Project Applicant or designee shall use smart sprinkler systems that adjust watering schedules based on weather conditions, soil moisture, and plant needs to avoid over or wasteful watering. The Project Applicant or designee shall also incorporate seasonal specific controls to ensure watering occurs during the most efficient times of day.	Condition of issuance of Building Permit Confirmation prior to Certificate of Occupancy	Review of Water Use Efficiency and Conservation Plan On-site inspection	Project Applicant City of South El Monte Community Development Department, Building and Safety Division		

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
				Date	**Initials**
▪ **Adjustable Water Pressure Regulator**: The Project Applicant or designee shall install pressure regulators to maintain optimal water pressure, preventing overuse and leaks. ▪ **Drought-tolerant landscaping**: The Project Applicant or designee shall include native and drought-tolerant vegetation that requires less water to thrive and is known to survive in the City of South El Monte. The Project Applicant or designee shall replace drought-tolerant landscaping if it dies through enforceable Project CC&Rs. This mitigation measure is applicable to the warehouse and City park (i.e., restroom facilities and landscaped areas).					
4.9: Hydrology and Water Quality					
SC HYD-1: Prior to issuance of any grading or demolition permits, the Applicant shall provide the City Building and Safety Division evidence of compliance with the NPDES (National Pollutant Discharge Elimination System) requirement to obtain a construction permit from the State Water Resources Control Board (SWRCB). The permit requirement applies to grading and construction sites of one acre or larger. The Project applicant/proponent shall comply by submitting a Notice of Intent (NOI) and by developing and implementing a Stormwater Pollution Prevention Plan (SWPPP) and a monitoring program and reporting plan for the construction site.	Prior to issuance of any grading or demolition permits	Verify permit	Project Applicant City of South El Monte Community Development Department, Building and Safety Division		
SC HYD-2: Prior to issuance of the first grading permit, the Applicant shall submit to the City Engineer for approval, a Standard Urban Stormwater Mitigation Plan (SUMP) in compliance with South El Monte Municipal Code Section 8.44.110, specifically identifying Best Management Practices (BMPs) that shall be incorporated into the Project to control storm water and non-storm water pollutants during and after construction. To ensure compliance, a legal and fiduciary enforcement mechanism in the form of a SUMP shall be executed with the City. This agreement shall additionally be recorded in the office of the County Recorder for the County of Los Angeles. It shall specify BMPs specific to the project site, which shall be integrated into the storm water conveyance plan.	Prior to issuance of the first grading permit	Verify compliance on project plans	Project Applicant City of South El Monte Engineer County Recorder for the County of Los Angeles		
MM HYD-1: Groundwater Dewatering Permits. Prior to initiation of excavation activities, the Project Applicant shall obtain coverage under the Los Angeles Regional Water Resource Control Board (RWQCB) Waste Discharge Requirements for Discharges of Groundwater from Construction and Project Dewatering to Surface Waters in Coastal Watersheds of Los Angeles And Ventura Counties (Order No. R4-2023-0429, NPDES No. CAG994004), or any other subsequent permit for dewatering activities, and provide evidence of coverage to the City of South El Monte Building and Safety Department. This shall include submission of a Notice of Intent (NOI) for coverage	Prior to initiation of excavation activities	Verify permit	Project Applicant City of South El Monte Community Development Department, Building and Safety Division		

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
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under the permit to the Los Angeles RWQCB at least 45 days prior to the start of excavation activities and anticipated discharge of dewatered groundwater to surface waters. Groundwater dewatering activities shall comply with all applicable provisions in the permit, including water sampling, analysis, treatment (if required), and reporting of dewatering-related discharges. Upon completion of groundwater dewatering activities, a Notice of Termination shall be submitted to the Los Angeles RWQCB.					
Noise					
SC NOI-1: Prior to issuance of a building permit, the applicant shall demonstrate, to the satisfaction of the City of South El Monte Building Official or Chief Engineer, that the construction contracts include the following: ▪ Noise Shielding and Muffling. The Project will include the installation of noise dampening material and muffling devices consistent with manufacturer's standards or the Best Available Control Technology. Noise dampening material will be installed in equipment hoods, shielding engine noise. Mufflers will be installed on equipment exhaust. All equipment will be properly maintained, and the construction contractor will be required to keep documentation on-site during any earthwork or construction activities demonstrating that the equipment has been maintained in accordance with manufacturer's specifications. ▪ Enclosure of Outdoor Mechanical Equipment. All stationary outdoor mechanical equipment (e.g., generators, compressors) used during construction will be enclosed to reduce the level of noise between the equipment and off-site noise-sensitive uses. ▪ Location of Construction Staging Areas. Construction staging areas will be located as far from noise-sensitive uses as reasonably possible and technically feasible in consideration of site boundaries, topography, intervening roads and uses, and operational constraints.	Prior to issuance of a building permit Ongoing during any earthwork or construction activities	Verify compliance on construction contracts	Project Applicant City of South El Monte Building Official or Chief Engineer		
MM NOI-1: Prior to issuance of a building permit, the applicant shall demonstrate, to the satisfaction of the City of South El Monte Building Official or Chief Engineer, that the construction contracts include the installation of a 10-foot-high temporary construction noise barrier along the portion of the southwest project site boundary line that is within approximately 20 feet of the office/commercial uses within Whittier Narrows Recreation area (as depicted in Figure 4.11-3 of the EIR). The temporary construction noise barrier shall have a sound transmission class (STC) of 25 or greater in accordance with the American Society for Testing and Materials (ASTM) Test Method E90, or a density of at least two pounds per sf to ensure adequate transmission loss characteristics. To achieve this, the barrier may consist of steel tubular framing, welded joints, a layer of 18-ounce tarp, a two-inch thick fiberglass blanket, a half-inch thick weatherwood asphalt sheathing, and 7/16-inch sturdy board siding. An alternate design may be proposed by the applicant provided that the noise	Prior to issuance of a building permit Ongoing during any earthwork or construction activities	Verify compliance on construction contracts	Project Applicant City of South El Monte Building Official or Chief Engineer		

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
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attenuation requirements above are met. The temporary construction noise barrier shall be free of degrading holes or gaps and shall be designed to prevent structural failure due to factors such as wind, shear, shallow soil failure, earthquakes, and erosion.					
Public Services					
SC PS-1: Prior to issuance of building permits, the Los Angeles County Sheriff's Department (LASD) shall review development plans for the incorporation of defensible space concepts. Public safety planning recommendations shall be incorporated into the Project plans. The Applicant shall prepare a list of project features and design components that demonstrate responsiveness to defensible space design concepts. The LASD shall review and approve all defensible space design features incorporated into the Project prior to initiating the building plan check process.	Prior to issuance of building permits	Verify compliance on Project plans	Project Applicant Los Angeles County Sheriff's Department (LASD) City of South El Monte, Community Development Department, Planning Division		
SC PS-2: Prior to the issuance of the first grading permit and/or action that would permit site disturbance, the Applicant shall provide evidence to the Los Angeles County Sheriff's Department (LASD) that a construction security service or equivalent service shall be established at the construction site along with other measures, as identified by the LASD, to be instituted during the grading and construction phase of the Project.	Prior to the issuance of the first grading permit and/or action that would permit site disturbance	Verify compliance on Project plans	Project Applicant Los Angeles County Sheriff's Department (LASD) City of South El Monte, Community Development Department, Planning Division		
Tribal Cultural Resources					
MM TCR-1: Retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities. The project applicant/City of South El Monte shall retain a Native American Monitor approved by the Gabrieleño Band of Mission Indians – Kizh Nation, the Gabrielino Tongva Indians of California, and any other consulting tribes. The monitor shall be retained prior to the commencement of any "ground-disturbing activity" for the Project inclusive of the warehouse and future City park at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project,	Monitor shall be retained prior to commencement of any "ground-disturbing activity"	Executed monitoring agreement Daily monitoring logs Written documentation of the conclusion of monitoring	Project Applicant Consulting tribes Native American Monitor City of South El Monte, Community		

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
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such as public improvement work). "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching. A copy of the executed monitoring agreement shall be submitted to the City of South El Monte (lead agency) prior to the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity. The monitor shall complete daily monitoring logs that shall provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs shall identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs shall be provided to the project applicant/lead agency upon written request to the Tribe. On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Gabrieleño Band of Mission Indians – Kizh Nation, the Gabrielino Tongva Indians of California, and any other consulting tribes from a designated point of contact for the project applicant/City of South El Monte that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the consulting tribes to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact TCRs.	Monitoring during ground disturbing activity		Development Department, Planning Division		
MM TCR-2: Discovery of Tribal Cultural Resources. Upon discovery of any tribal cultural resources (TCRs), all construction activities in the immediate vicinity (i.e., not less than the surrounding 50 feet) of the discovery shall cease. The Gabrieleño Band of Mission Indians – Kizh Nation, the Gabrielino Tongva Indians of California, and any other consulting tribes shall be immediately informed of the discovery, and the Native American Monitor shall promptly evaluate the TCR. The City shall consult with the Gabrieleño Band of Mission Indians – Kizh Nation, the Gabrielino Tongva Indians of California, and any other consulting tribes to determine the appropriate treatment and/or final disposition for the TCR, which may include one of the following options: preservation in place/avoidance, on-site reburial/relocation, data recovery/excavation, curation, or transfer to the consulting tribes. No project construction activities shall resume in the surrounding 50 feet of the discovered TCR unless and until its assessment/evaluation/recovery has been completed.	During ground-disturbing and excavation activities	Field evaluation by Native American Monitor Consultation with consulting tribes Assessment/determination of appropriate treatment	Consulting Tribes Native American Monitor City of South El Monte, Community Development Department, Planning Division		

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 (CFGC) 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=zr7tu632u2staheexj6vqvxvg&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:
NOES:
ABSENT:
ABSTAIN:

_____
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

Commitment No. NCS-1215033-SA1

EXHIBIT A

The Land referred to herein below is situated in the City of South El Monte, County of Los Angeles, State of California, and is described as follows:

A PARCEL OF LAND IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, INCLUDING PORTIONS OF LOTS 110 AND 120 OF TRACT NO. 621, AS SHOWN ON THE MAP RECORDED IN BOOK 15, PAGE 182 OF MAPS, A PORTION OF THE RANCHO POTRERO GRANDE AS DESCRIBED IN THE PATENT RECORDED IN BOOK 1, PAGE 3 OF PATENTS AND PORTIONS OF LOTS 1 AND 2 IN BLOCK "K" OF SUBDIVISIONS OF THE RANCHO POTRERO DE FELIPE LUGO AS SHOWN ON THE MAP RECORDED IN BOOK 43, PAGE 43 ET SEQ. OF MISCELLANEOUS RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 1 IN BLOCK "K" THAT IS DISTANT THEREON SOUTH 45° 02' 49" WEST 1080.64 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 1; THENCE NORTH 25° 33' 24" WEST 710 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 64° 26' 36" WEST 1200 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF SAID LOT 120 THAT IS DISTANT SOUTH 0° 17' 11" EAST 1180.57 FEET FROM THE NORTHWEST CORNER OF LOT 111 OF SAID TRACT NO. 621; THENCE SOUTH 25° 33' 24" EAST 710 FEET; THENCE NORTH 64° 26' 36" EAST 454.17 FEET TO A LINE AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF SAID LOT 2 IN BLOCK "K" WHICH PASSES THROUGH A POINT IN SAID SOUTHEASTERLY LINE THAT IS DISTANT SOUTH 45° 02' 49" WEST 703.50 FEET FROM THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT ANGLE LINE SOUTH 44° 57' 11" EAST 247.69 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 2; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 2 AND 1 IN SAID BLOCK "K" NORTH 45° 02' 49" EAST TO THE INTERSECTION OF THAT CERTAIN LINE IN THE SIDELINE OF THE POMONA FREEWAY AS DESCRIBED IN THAT CERTAIN EASEMENT DOCUMENT TO THE STATE OF CALIFORNIA RECORDED ON AUGUST 27, 1963 AS INSTRUMENT NO. 1546 IN BOOK D2159, PAGE 922 ET SEQ. OF OFFICIAL RECORDS OF SAID COUNTY, SAID CERTAIN LINE DESCRIBED THEREON AS HAVING A BEARING AND LENGTH OF "NORTH 80° 22' 48" WEST 692.44 FEET"; THENCE ALONG SAID CERTAIN LINE NORTH 80° 22' 48" WEST TO THE NORTHWESTERLY TERMINUS OF SAID LINE AND THE BEGINNING OF A TANGENT CURVE THEREIN CONCAVE SOUTHERLY AND HAVING A RADIUS OF 250.00 FEET; THENCE WESTERLY ALONG SAID TANGENT CURVE TO THE NORTHWEST LINE OF SAID LOT 1; THENCE SOUTHWEST ALONG SAID NORTHWEST LINE TO SAID LINE HAVING A BEARING OF NORTH 25° 33' 24" WEST AND WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE NORTH 25° 33' 24" WEST 14.55 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION LYING NORTHEASTERLY OF THAT CERTAIN LINE AND ITS NORTHWESTERLY AND SOUTHEASTERLY PROLONGATIONS THEREOF DESCRIBED ABOVE AS "NORTH 25° 33' 24" EAST 710 FEET".

ALSO EXCEPT THEREFROM THAT PORTION LYING NORTHWESTERLY AND WESTERLY OF THE SOUTHEASTERLY AND EASTERLY LINE OF THE 80 FOOT STRIP OF LAND KNOWN AS SANTA ANITA AVENUE AND DESCRIBED IN PARCEL 16-4 OF FINAL ORDER OF CONDEMNATION OF SUPERIOR COURT CASE NO. 908.498, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK D3995, PAGE 73 ON MAY

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07, 1968 AS INSTRUMENT NO. 3953 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN PARCELS 16-4D-1, 16-4S.1 AND 16-4S.2 OF FINAL ORDER OF CONDEMNATION OF SUPERIOR COURT CASE NO. 908.498, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK D3995, PAGE 73 ON MAY 07, 1968 AS INSTRUMENT NO. 3953 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING FROM THE PORTION OF SAID LOT 120 OF TRACT NO. 621 INCLUDED IN THE ABOVE DESCRIBED LAND, ONE-HALF OF ALL OIL RIGHTS IN AND UNDER SAID LAND, AS RESERVED BY JOE CAGLIERO AND WIFE AND GEORGE VISSIO AND HIS WIFE IN THE DEED RECORDED IN BOOK 18263, PAGE 169 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING FROM THE PORTION OF SAID LAND WHICH WAS FORMERLY REGISTERED LAND, ONE-HALF OF ALL THE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR THEREUNDER, AS RESERVED IN THE DEED FROM THOMAS W. BELL, FILED APRIL 08, 1942, IN THE OFFICE OF THE REGISTRAR OF LAND TITLES AS INSTRUMENT NO. 5621-K.

For conveyancing purposes only: APN 8119-005-032

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EXHIBIT "B"

TENTATIVE PARCEL MAP NO. 084463

TENTATIVE PARCEL MAP NO. 084463

825 LEXINGTON-GALLATIN ROAD
SOUTH EL MONTE, CA 91733

SITE INFORMATION

SITE ADDRESS:	825 LEXINGTON–GALLATIN ROAD SOUTH EL MONTE, CA 91733
APN:	8119–005–032
DATE PREPARED:	6/11/2024
TOTAL SITE AREA:	22.18 AC
GROSS LAND AREA:	21.14 AC
FLOOD ZONE:	X
ZONING CLASSIFICATION:	COMMERCIAL
EXISTING USE:	VACANT
PROPOSED USE:	INDUSTRIAL
TOTAL LOTS:	2

PARCEL AREA		
PARCEL 1	455,311 SF	10.45 AC
PARCEL 2	467080 SF	10.72 AC
TOTAL	922,391 SF	21.17 AC

OWNER/DEVELOPER:

MVP SOUTH EL MONTE I, LLC
C/O MAGELLAN VALUE PARTNERS
RICK MARTINEZ
1900 AVENUE OF THE STARS SUITE 2470
LOS ANGELES, CA 90067
(310) 507–9791
RMARTINEZ@MAGELLANVP.COM

CIVIL ENGINEER:

KIMLEY–HORN AND ASSOCIATES, INC.
HUNTER STARKEY, PE (#C87821)
1100 TOWN AND COUNTRY
ORANGE, CA 92868
(714) 705–1360
HUNTER.STARKEY@KIMLEY–HORN.COM

ARCHITECT:

HPA, INC
JAMIE CRUZ, AIA LEED AP BD+C
18831 BARDEEN AVENUE, SUITE 100
(949) 862–2110

LEGAL DESCRIPTION PER TITLE REPORT

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SOUTH EL MONTE, IN THE COUNTY OF LOS ANGELES STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, INCLUDING PORTIONS OF LOTS 110 AND 120 OF TRACT NO. 621, AS SHOWN ON THE MAP RECORDED IN BOOK 15, PAGE 182 OF MAPS, A PORTION OF THE RANCHO POTRERO GRANDE AS DESCRIBED IN THE PATIENT RECORDED IN BOOK 1, PAGE 3 OF PATENTS AND PORTIONS OF LOTS 1 AND 2 IN BLOCK "K" OF SUBDIVISIONS OF THE RANCHO POTRERO DE FELIPE LUGO AS SHOWN ON THE MAP RECORDED IN BOOK 43, PAGE 43 ET SEQ. OF MISCELLANEOUS RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:
LINE:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 1 IN BLOCK "K" THAT IS DISTANT THEREON SOUTH 45° 02' 49" WEST 1080.64 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 1; THENCE NORTH 25° 33' 24" WEST 710 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 64° 26' 36" WEST 1200 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF SAID LOT 120 THAT IS DISTANT SOUTH 0° 17' 11" EAST 1180.57 FEET FROM THE NORTHWEST CORNER OF LOT 111 OF SAID TRACT NO. 621; THENCE SOUTH 25° 33' 24" EAST 710 FEET; THENCE NORTH 64° 26' 36" EAST 454.17 FEET TO A LINE AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF SAID LOT 2 IN BLOCK "K" WHICH PASSES THROUGH A POINT IN SAID SOUTHEASTERLY LINE THAT IS DISTANT SOUTH 45° 02' 49" WEST 703.50 FEET FROM THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT ANGLE LINE SOUTH 44° 57' 11" EAST 247.69 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 2; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 2 AND 1 IN SAID BLOCK "K" NORTH 45° 02' 49" EAST TO THE INTERSECTION OF THAT CERTAIN LINE IN THE SIDELINE OF THE POMONA FREEWAY AS DESCRIBED IN THAT CERTAIN EASEMENT DOCUMENT TO THE STATE OF CALIFORNIA RECORDED ON AUGUST 27, 1963 AS INSTRUMENT NO. 1546 IN BOOK D2159, PAGE 922 ET SEQ. OF OFFICIAL RECORDS OF SAID COUNTY, SAID CERTAIN LINE DESCRIBED THEREON AS HAVING A BEARING AND LENGTH OF "NORTH 80° 22' 48" WEST 692.44 FEET"; THENCE ALONG SAID CERTAIN LINE NORTH 80° 22' 48" WEST TO THE NORTHWESTERLY TERMINUS OF SAID LINE AND THE BEGINNING OF A TANGENT CURVE THEREIN CONCAVE SOUTHERLY AND HAVING A RADIUS OF 250.00 FEET; THENCE WESTERLY ALONG SAID TANGENT CURVE TO THE NORTHWEST LINE OF SAID LOT 1; THENCE SOUTHWEST ALONG SAID NORTHWEST LINE TO SAID LINE HAVING A BEARING OF NORTH 25° 33' 24" WEST AND WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE NORTH 25° 33' 24" WEST 14.55 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION LYING NORTHEASTERLY OF THAT CERTAIN LINE AND ITS NORTHWESTERLY AND SOUTHEASTERLY PROLONGATIONS THEREOF DESCRIBED ABOVE AS "NORTH 25° 33' 24" EAST 710 FEET".

ALSO EXCEPT THEREFROM THAT PORTION LYING NORTHWESTERLY AND WESTERLY OF THE SOUTHEASTERLY AND EASTERLY LINE OF THE 80 FOOT STRIP OF LAND KNOWN AS SANTA ANITA AVENUE AND DESCRIBED IN PARCEL 16–4 OF FINAL ORDER OF CONDEMNATION OF SUPERIOR COURT CASE NO. 908.498, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK D3995, PAGE 73 ON MAY 07, 1968 AS INSTRUMENT NO. 3953 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN PARCELS 16–4D–1, 16–4S.1 AND 16–4S.2 OF FINAL ORDER OF CONDEMNATION OF SUPERIOR COURT CASE NO. 908.498, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK D3995, PAGE 73 ON MAY 07, 1968 AS INSTRUMENT NO. 3953 OF OFFICIAL RECORDS OF SAID COUNTY.

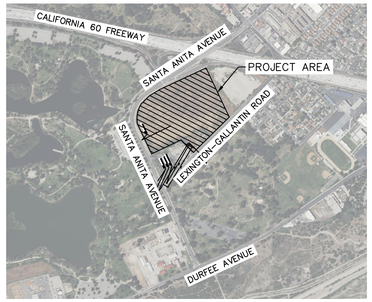
ALSO EXCEPTING FROM THE PORTION OF SAID LOT 120 OF TRACT NO. 621 INCLUDED IN THE ABOVE DESCRIBED LAND, ONE–HALF OF ALL OIL RIGHTS IN AND UNDER SAID LAND, AS RESERVED BY JOE CAGLIERO AND WIFE AND GEORGE VISSIO AND HIS WIFE IN THE DEED RECORDED IN BOOK 18263, PAGE 169 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING FROM THE PORTION OF SAID LAND WHICH WAS FORMERLY REGISTERED LAND, ONE–HALF OF ALL THE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR THEREUNDER, AS RESERVED IN THE DEED FROM THOMAS W. BELL, FILED APRIL 08, 1942, IN THE OFFICE OF THE REGISTRAR OF LAND TITLES AS INSTRUMENT NO. 5621–K.

GENERAL NOTES

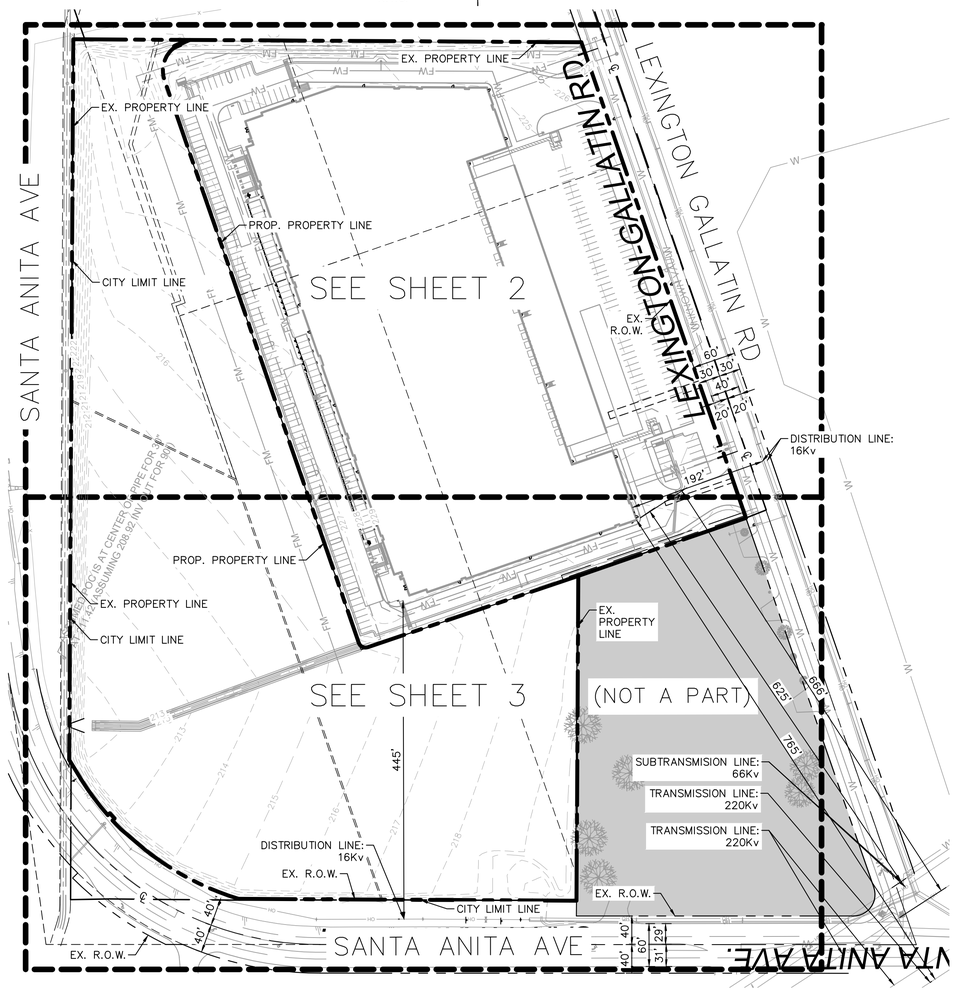
1. GRADE ELEVATIONS SHOWN ON THE TPM ARE APPROXIMATE. THE ELEVATIONS MAY CHANGE BY 10 FEET. ELEVATION CHANGES MAY BE GREATER THAN 10 FEET BUT ONLY IF DETERMINED BY THE CITY OF SOUTH EL MONTE THAT THE REVISIONS ARE CONSISTENT WITH THE INTENT OF THE SUBDIVISION MAP APPROVAL.
2. PARCEL LINES AND PARCEL SIZES CAN BE ADJUSTED PROVIDED NO ADDITIONAL LOTS ARE CREATED. THE DEGREE OF ADJUSTMENT SHALL BE CONSISTENT WITH THE INTENT OF THE SUBDIVISION MAP APPROVAL AND THE SUBDIVISION MAP ACT.
3. ALIGNMENT AND GEOMETRICS OF STREETS, SIDEWALKS, AND UTILITIES ARE APPROXIMATE. ADJUSTMENTS TO STREETS CAN BE MADE PROVIDED THE DEPARTMENTS OF PUBLIC WORKS AND PLANNING DETERMINE THAT THE ADJUSTMENTS ARE CONSISTENT WITH THE INTENT OF THE SUBDIVISION APPROVAL.
4. BUILDING FOOTPRINTS AND ENVELOPES THAT ARE SHOWN ON THE SUBDIVISION MAP OR ACCOMPANYING SITE PLAN ARE ONLY FOR ILLUSTRATIVE PURPOSES. ACTUAL BUILDING LOCATIONS AND FOOTPRINTS MAY VARY AND WILL BE PREVIEWED DURING INDIVIDUAL PROJECT SITE PLAN APPROVAL PROCESSES AND SHALL BE GRANTED PROVIDED THE PROPOSED BUILDING SATISFIES ALL EXISTING CODES AND ORDINANCES.
5. THE LOCATIONS OF APPURTENANT STRUCTURES (E.G., PASEOS, PEDESTRIAN BRIDGES, TRANSIT SHELTERS, WATER QUALITY BASINS, ETC.) MAY BE RELOCATED TO THE SATISFACTION OF PLANNING AND PUBLIC WORKS.
6. PERMISSION GRANTED TO MASS/BULK GRADE.
7. ALL DIMENSIONS SHOWN ARE APPROXIMATE.
8. THIS PROJECT WILL PROCESS AND RECORD CC&RS OR EQUIVALENT FOR THE MAINTENANCE AND COST SHARING RESPONSIBILITY THE FUTURE COMMON UTILITY FACILITIES SERVING THIS SITE, INCLUDING BUT NOT LIMITED TO PRIVATE WATER, FIRE, IRRIGATION, SEWER, DRAINAGE. ETC.
9. ON–SITE SEWER SYSTEMS ARE PRIVATE. ONSITE STORM DRAIN SYSTEMS ARE PRIVATE.
10. ANY EXCAVATION WITHIN THE SIDEWALK SHALL BE REPLACED IN KIND TO THE SATISFACTION OF THE PUBLIC WORKS AGENCY.

811 Know what's below. Call 811 before you dig.



VICINITY MAP
N.T.S.

NORTH



EASEMENT NOTES

SEE PRELIMINARY REPORT BY FIRST AMERICAN TITLE INSURANCE COMPANY, ORDER NO. NCS–1063311–SA1 DATED JULY 26, 2021 ITEMS LISTED BELOW ARE SHOWN IN THE TITLE COMMITMENT AND PLOTTABLE ITEMS ARE DENOTED THUS: [X] WITH LOCATIONS KEYED THE SAME HEREON.

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I–REQUIREMENTS ARE MET

4. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS.

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AFFECTS: SUBJECT PROPERTY; PLOTTED HEREON.

[11] AN EASEMENT FOR WATER DITCHES AND PIPES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED IN BOOK 634 OF DEEDS, PAGE 1.
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[13] AN EASEMENT FOR UNDERGROUND DRAIN AND INCIDENTAL PURPOSES IN THE DOCUMENT REGISTERED APRIL 08, 1942 AS DOCUMENT NO. 5621–K OF TORRENS. IN BOOK 34628, PAGE 106 OFFICIAL RECORDS AND REGISTERED OCTOBER 23, 1950 AS DOCUMENT NO. 33495–S, APPEARS THE RECORD OF A DEED OF EASEMENT FROM THOMAS W. BELL, WHO ACQUIRED TITLE AS THOMAS BELL, JR. AND AUDREY P. BELL, HUSBAND AND WIFE, TO THE UNITED STATES OF AMERICA, GRANTING THE RIGHT TO FLOOD AND SUBMERGE THE EASEMENT FOR AN UNDERGROUND DRAIN, RESERVED BY GRANTORS IN A DEED REGISTERED APRIL 08, 1942 AS DOCUMENT NO. 5621–K, IN THE OFFICE OF THE LAND REGISTRAR OF LOS ANGELES COUNTY, CALIFORNIA, INSOFAR AS THE RESERVED INTEREST DESCRIBED THEREIN ARE CONCERNED, IN FURTHERANCE OF THE CONSTRUCTION, OPERATION AND MAI OF THE WHITTIER NARROWS FLOOD CONTROL BASIN PROJECT AND THE GRANTORS RESERVE, HOWEVER, ALL OTHER RIGHT ACQUIRED OR HELD BY THEM, IN THE AFOREMENTIONED DEED REGISTERED APRIL 08, 1942 AS DOCUMENT NO. 5621–K ON CERTIFICATE NO. PT–29368, IN THE OFFICE OF THE LAND REGISTRAR, LOS ANGELES COUNTY, CALIFORNIA, TOGETHER WITH THE RIGHT TO MAINTAIN, REPAIR, RENEW AND/OR REMOVE UNDERGROUND DRAIN ON THE EASEMENT RESERVED IN THE AFOREMENTIONED DOCUMENT.
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AFFECTS: DOES NOT AFFECT SUBJECT PROPERTY; PLOTTED HEREON.

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
1	COVER
2	TENTATIVE MAP 1
3	TENTATIVE MAP 2

NORTH

GRAPHIC SCALE IN FEET
0 50 100 200
1" = 50'

No.	REVISIONS	DATE	BY

Kimley»Horn

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180 EAST OCEAN BLVD.SUITE 1200
LONG BEACH, CA 90802
(562) 549 -2200
WWW.KIMLEY-HORN.COM

KHA PROJECT	194550001
DATE	10/16/2025
SCALE	AS SHOWN
DESIGNED BY	KG
DRAWN BY	KG/JM
CHECKED BY	HS

SOUTH EL MONTE ATHLETIC FIELDS AND BUSINESS PARK
PREPARED FOR
MVP SOUTH EL MONTE I, LLC
CITY OF SOUTH EL MONTE CA

REGISTERED PROFESSIONAL ENGINEER HUNTER STARKEY NO. C87821 CIVIL STATE OF CALIFORNIA
NOT FOR CONSTRUCTION

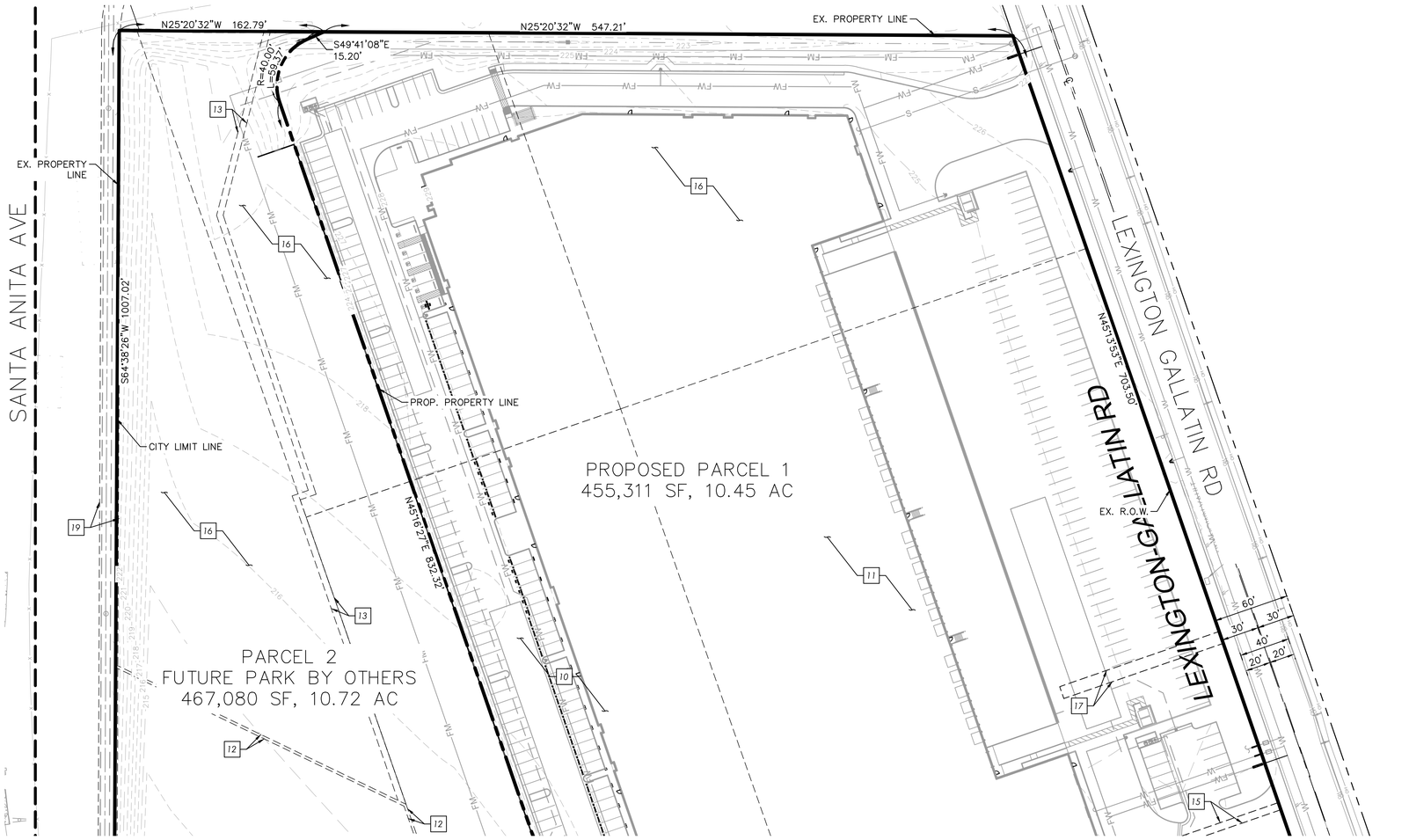
COVER

SHEET NUMBER 1 OF 3

Plotted By:Gutierrez, Kevin Sheet Set:Kha Layout:COVER October 16, 2025 05:16:51pm K:\ORA_LDEV\194550001 - whittier narrows - south el monte - lexington rd\CAD\plansheets - onsite\PreliminTentative Map.dwg
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TENTATIVE PARCEL MAP NO. 084463

825 LEXINGTON-GALLATIN ROAD
SOUTH EL MONTE, CA 91733



SEE SHEET 3

LEGEND

- PROPERTY LINE
- PROPOSED PARCEL LINE
- EASEMENT
- ROAD CENTERLINE
- RIGHT-OF-WAY
- X" W — EXISTING WATER LINE
- EXISTING TREE

EASEMENT NOTES

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NORTH

GRAPHIC SCALE IN FEET
0 25 50 100
1" = 50'

No.	REVISIONS	DATE	BY

Kimley»Horn
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180 EAST OCEAN BLVD.SUITE 1200
LONG BEACH, CA 90802
(562) 549-2200
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KHA PROJECT	194550001
DATE	10/16/2025
SCALE	AS SHOWN
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SOUTH EL MONTE ATHLETIC FIELDS AND BUSINESS PARK
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REGISTERED PROFESSIONAL ENGINEER HUNTER CIVIL STATE OF CALIFORNIA NOT FOR CONSTRUCTION

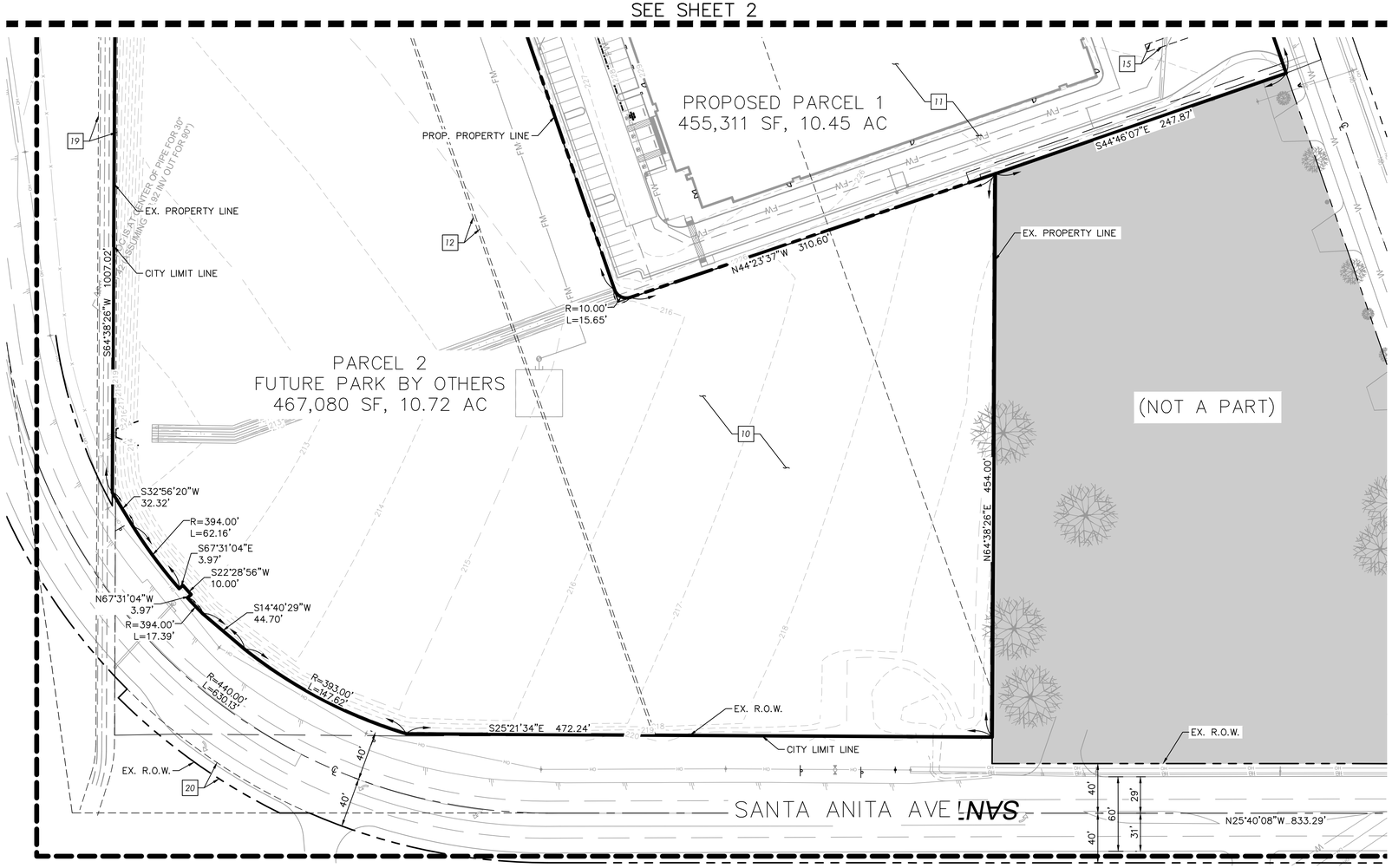
TENTATIVE MAP 1

SHEET NUMBER 2 OF 3

Plotted By:Gutierrez, Kevin Sheet Set:Kha Layout:Layout1 October 16, 2025 08:16:58pm K:\ORA_LDEV\194550001 - whittier narrows - south el monte - lexington rd\CAD\plansheets - onsite\PhillimTentative Map.dwg
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TENTATIVE PARCEL MAP NO. 084463

825 LEXINGTON-GALLATIN ROAD
SOUTH EL MONTE, CA 91733



LEGEND

- PROPERTY LINE
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- ROAD CENTERLINE
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[12] AN EASEMENT FOR SEWERS, DRAINS, DITCHES, WATER PIPES OR OTHER CONDUITS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED IN BOOK 4549 OF DEEDS, PAGE 119.
AFFECTS: SUBJECT PROPERTY; PLOTTED HEREON.

[13] AN EASEMENT FOR UNDERGROUND DRAIN AND INCIDENTAL PURPOSES IN THE DOCUMENT REGISTERED APRIL 08, 1942 AS DOCUMENT NO. 5621-K OF TORRENS. IN BOOK 34628, PAGE 106 OFFICIAL RECORDS AND REGISTERED OCTOBER 23, 1950 AS DOCUMENT NO. 33495-S, APPEARS THE RECORD OF A DEED OF EASEMENT FROM THOMAS W. BELL, WHO ACQUIRED TITLE AS THOMAS BELL, JR. AND AUDREY P. BELL, HUSBAND AND WIFE, TO THE UNITED STATES OF AMERICA, GRANTING THE RIGHT TO FLOOD AND SUBMERGE THE EASEMENT FOR AN UNDERGROUND DRAIN, RESERVED BY GRANTORS IN A DEED REGISTERED APRIL 08, 1942 AS DOCUMENT NO. 5621-K, IN THE OFFICE OF THE LAND REGISTRAR OF LOS ANGELES COUNTY, CALIFORNIA, INSOFAR AS THE RESERVED INTEREST DESCRIBED THEREIN ARE CONCERNED, IN FURTHERANCE OF THE CONSTRUCTION, OPERATION AND MAI OF THE WHITTIER NARROWS FLOOD CONTROL BASIN PROJECT AND THE GRANTORS RESERVE, HOWEVER, ALL OTHER RIGHT ACQUIRED OR HELD BY THEM, IN THE AFOREMENTIONED DEED REGISTERED APRIL 08, 1942 AS DOCUMENT NO. 5621-K ON CERTIFICATE NO. PT-29368, IN THE OFFICE OF THE LAND REGISTRAR, LOS ANGELES COUNTY, CALIFORNIA, TOGETHER WITH THE RIGHT TO MAINTAIN, REPAIR, RENEW AND/OR REMOVE UNDERGROUND DRAIN ON THE EASEMENT RESERVED IN THE AFOREMENTIONED DOCUMENT.
AFFECTS: SUBJECT PROPERTY; PLOTTED HEREON.

[15] AN EASEMENT FOR SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED IN BOOK 38422, PAGE 309, OFFICIAL RECORDS.
AFFECTS: SUBJECT PROPERTY; PLOTTED HEREON.

[16] THE RIGHT TO FLOOD AND SUBMERGE THE INTEREST RESERVED BY THOMAS W. BELL, A MARRIED MAN, WHO ACQUIRED TITLE AS THOMAS BELL, JR., AN UNMARRIED MAN, IN VARIOUS DEEDS INSOFAR, AS THE RESERVED INTERESTS DESCRIBED THEREIN ARE CONCERNED, IN FURTHERANCE OF THE CONSTRUCTION, OPERATION AND MAINTENANCE OF THE WHITTIER NARROWS FLOOD CONTROL BASIN PROJECT, SAID INTERESTS BEING THE UNDIVIDED ONE-HALF OF OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN THE FORMER REGISTERED PORTION OF SAID LAND, AS GRANTED BY THE DEED FROM THOMAS W. BELL, A MARRIED MAN TO THE UNITED STATES OF AMERICA REGISTERED OCTOBER 27, 1953 AS INSTRUMENT NO. 19549-V TORRENS. SAID DEED RECITES:
IN THE EXERCISE OF THE RIGHTS RESERVED UNDER THE AFOREMENTIONED DEEDS, THE GRANTOR IN THE EXPLORATION AND/OR DEVELOPMENT OF SUCH RESERVED INTERESTS, SHALL NOT ERECT NOR MAINTAIN ANY WOODEN STRUCTURES, OILS, SUMPS, MUD OR WATER SUMPS, STORAGE TANKS OR OTHER STRUCTURES, WHICH MAY RESULT IN FLOATABLE DEBRIS AND THE RESERVED RIGHTS SHALL NOT BE EXERCISED SO AS TO CAUSE POLLUTION OF THE SOILS AND WATERS OF THE WHITTIER NARROWS FLOOD CONTROL BASIN.
AFFECTS: SUBJECT PROPERTY; PLOTTED HEREON.

[17] AN EASEMENT FOR SOUTHERN CALIFORNIA EDISON COMPANY FOR POLE LINES AND INCIDENTAL PURPOSES, RECORDED ON SEPTEMBER 01, 1955 IN BOOK 48844, PAGE 377, OFFICIAL RECORDS.
AFFECTS: SUBJECT PROPERTY; PLOTTED HEREON.

18. AN EASEMENT AND PERPETUAL RIGHT FOR THE UNITED STATES OF AMERICA TO OVERFLOW, FLOOD AND SUBMERGE SAID LAND DESIGNATED AS PARCEL Q-1409, PURSUANT TO THE COVENANTS AND CONDITIONS, AS PROVIDED IN AN ORDER AND JUDGMENT ENTERED SEPTEMBER 08, 1955, IN AN ACTION BY UNITED STATES OF AMERICA IN CASE NO. 9103, UNITED STATES DISTRICT COURT CIVIL. A CERTIFIED COPY OF SAID ORDER WAS RECORDED OCTOBER 09, 1958 IN BOOK M131, PAGE 58, OFFICIAL RECORDS.
AFFECTS: SUBJECT PROPERTY; BLANKET IN NATURE.

[19] AN EASEMENT FOR LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, A BODY CORPORATE AND POLITIC OF THE STATE OF CALIFORNIA, FOR STORM DRAIN AND SLOPE AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 05, 1965 AS INSTRUMENT NO. 3954 IN BOOK D2790, PAGE 298, OFFICIAL RECORDS.
AFFECTS: SUBJECT PROPERTY; PLOTTED HEREON.

[20] THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "RESOLUTION SETTING ASIDE PORTION OF COUNTY-OWNED PROPERTY FOR PUBLIC ROAD AND HIGHWAY PURPOSES – SANTA ANITA AVENUE (17-4B), VICINITY OF SOUTH EL MONTE – R-5326300295" RECORDED AUGUST 28, 1986 AS INSTRUMENT NO. 86-1130744, OFFICIAL RECORDS.
AFFECTS: DOES NOT AFFECT SUBJECT PROPERTY; PLOTTED HEREON.

NORTH

GRAPHIC SCALE IN FEET
0 25 50 100
1" = 50'

No.	REVISIONS	DATE	BY

Kimley»Horn

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180 EAST OCEAN BLVD.SUITE 1200
LONG BEACH, CA 90802
(562) 549 -2200
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KHA PROJECT	194550001
DATE	10/16/2025
SCALE	AS SHOWN
DESIGNED BY	KG
DRAWN BY	KG/JM
CHECKED BY	HS

SOUTH EL MONTE ATHLETIC FIELDS AND BUSINESS PARK
PREPARED FOR
MVP SOUTH EL MONTE I, LLC
CITY OF SOUTH EL MONTE CA

REGISTERED PROFESSIONAL ENGINEER HUNTER C. NOT FOR CONSTRUCTION CIVIL 35 STATE OF CALIFORNIA

TENTATIVE MAP 2

SHEET NUMBER
3
OF
3

Plotted By:Gutierrez, Kevin Sheet Set:Kha Layout:Layout1 (2) October 16, 2025 08:17:03pm K:\ORA_LDEV\194550001 - whittier narrows - south el monte - lexington rd\CAD\plotsheets - onsite\PrelimTentative Map.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

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;
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 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.

PW5. LID review shall be completed prior to submitting grading plans for plan review. Grading plans for the Project Site shall be submitted including the proof of approval of LID or exemption of LID.

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.

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.

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=zr7tu632u2staheexj6vqvxvg&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:
NOES:
ABSENT:
ABSTAIN:

_____
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

Commitment No. NCS-1215033-SA1

EXHIBIT A

The Land referred to herein below is situated in the City of South El Monte, County of Los Angeles, State of California, and is described as follows:

A PARCEL OF LAND IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, INCLUDING PORTIONS OF LOTS 110 AND 120 OF TRACT NO. 621, AS SHOWN ON THE MAP RECORDED IN BOOK 15, PAGE 182 OF MAPS, A PORTION OF THE RANCHO POTRERO GRANDE AS DESCRIBED IN THE PATENT RECORDED IN BOOK 1, PAGE 3 OF PATENTS AND PORTIONS OF LOTS 1 AND 2 IN BLOCK "K" OF SUBDIVISIONS OF THE RANCHO POTRERO DE FELIPE LUGO AS SHOWN ON THE MAP RECORDED IN BOOK 43, PAGE 43 ET SEQ. OF MISCELLANEOUS RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 1 IN BLOCK "K" THAT IS DISTANT THEREON SOUTH 45° 02' 49" WEST 1080.64 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 1; THENCE NORTH 25° 33' 24" WEST 710 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 64° 26' 36" WEST 1200 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF SAID LOT 120 THAT IS DISTANT SOUTH 0° 17' 11" EAST 1180.57 FEET FROM THE NORTHWEST CORNER OF LOT 111 OF SAID TRACT NO. 621; THENCE SOUTH 25° 33' 24" EAST 710 FEET; THENCE NORTH 64° 26' 36" EAST 454.17 FEET TO A LINE AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF SAID LOT 2 IN BLOCK "K" WHICH PASSES THROUGH A POINT IN SAID SOUTHEASTERLY LINE THAT IS DISTANT SOUTH 45° 02' 49" WEST 703.50 FEET FROM THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT ANGLE LINE SOUTH 44° 57' 11" EAST 247.69 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 2; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 2 AND 1 IN SAID BLOCK "K" NORTH 45° 02' 49" EAST TO THE INTERSECTION OF THAT CERTAIN LINE IN THE SIDELINE OF THE POMONA FREEWAY AS DESCRIBED IN THAT CERTAIN EASEMENT DOCUMENT TO THE STATE OF CALIFORNIA RECORDED ON AUGUST 27, 1963 AS INSTRUMENT NO. 1546 IN BOOK D2159, PAGE 922 ET SEQ. OF OFFICIAL RECORDS OF SAID COUNTY, SAID CERTAIN LINE DESCRIBED THEREON AS HAVING A BEARING AND LENGTH OF "NORTH 80° 22' 48" WEST 692.44 FEET"; THENCE ALONG SAID CERTAIN LINE NORTH 80° 22' 48" WEST TO THE NORTHWESTERLY TERMINUS OF SAID LINE AND THE BEGINNING OF A TANGENT CURVE THEREIN CONCAVE SOUTHERLY AND HAVING A RADIUS OF 250.00 FEET; THENCE WESTERLY ALONG SAID TANGENT CURVE TO THE NORTHWEST LINE OF SAID LOT 1; THENCE SOUTHWEST ALONG SAID NORTHWEST LINE TO SAID LINE HAVING A BEARING OF NORTH 25° 33' 24" WEST AND WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE NORTH 25° 33' 24" WEST 14.55 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION LYING NORTHEASTERLY OF THAT CERTAIN LINE AND ITS NORTHWESTERLY AND SOUTHEASTERLY PROLONGATIONS THEREOF DESCRIBED ABOVE AS "NORTH 25° 33' 24" EAST 710 FEET".

ALSO EXCEPT THEREFROM THAT PORTION LYING NORTHWESTERLY AND WESTERLY OF THE SOUTHEASTERLY AND EASTERLY LINE OF THE 80 FOOT STRIP OF LAND KNOWN AS SANTA ANITA AVENUE AND DESCRIBED IN PARCEL 16-4 OF FINAL ORDER OF CONDEMNATION OF SUPERIOR COURT CASE NO. 908.498, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK D3995, PAGE 73 ON MAY

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07, 1968 AS INSTRUMENT NO. 3953 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN PARCELS 16-4D-1, 16-4S.1 AND 16-4S.2 OF FINAL ORDER OF CONDEMNATION OF SUPERIOR COURT CASE NO. 908.498, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK D3995, PAGE 73 ON MAY 07, 1968 AS INSTRUMENT NO. 3953 OF OFFICIAL RECORDS OF SAID COUNTY.

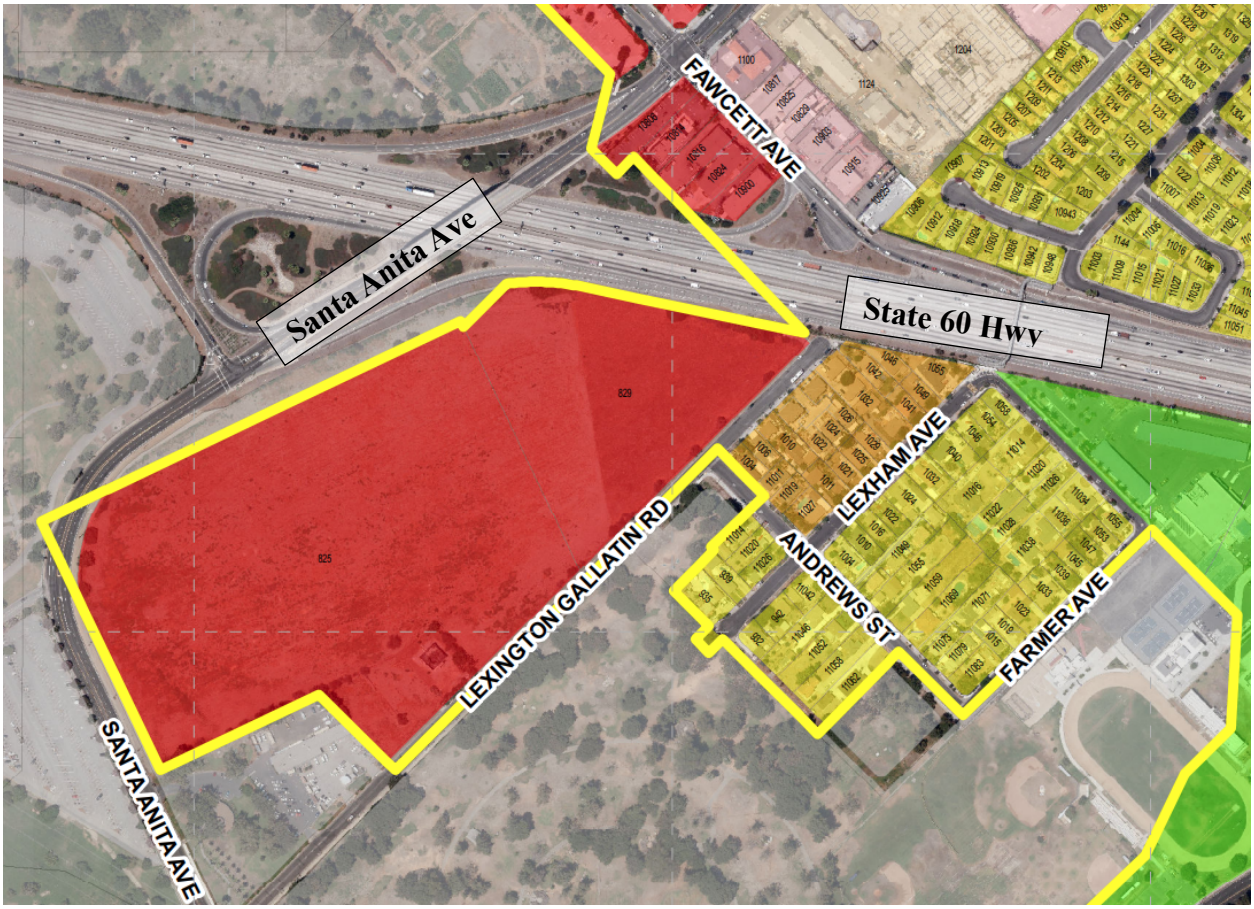
ALSO EXCEPTING FROM THE PORTION OF SAID LOT 120 OF TRACT NO. 621 INCLUDED IN THE ABOVE DESCRIBED LAND, ONE-HALF OF ALL OIL RIGHTS IN AND UNDER SAID LAND, AS RESERVED BY JOE CAGLIERO AND WIFE AND GEORGE VISSIO AND HIS WIFE IN THE DEED RECORDED IN BOOK 18263, PAGE 169 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING FROM THE PORTION OF SAID LAND WHICH WAS FORMERLY REGISTERED LAND, ONE-HALF OF ALL THE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR THEREUNDER, AS RESERVED IN THE DEED FROM THOMAS W. BELL, FILED APRIL 08, 1942, IN THE OFFICE OF THE REGISTRAR OF LAND TITLES AS INSTRUMENT NO. 5621-K.

For conveyancing purposes only: APN 8119-005-032

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VICINITY AERIAL





Source: HPA, Inc., 2024

Figure 3-11a: Conceptual Rendering

South El Monte Athletic Fields and Business Park Project

Not to scale



PARK LEGEND

1. DOUBLE SWING ENTRY GATE
2. PARK MONUMENTATION
3. ASPHALT PARKING LOT AND DRIVEWAYS
4. RESTROOM BLDG. W/ STORAGE
5. BILLBOARD
6. SITE LIGHTING, TYP. (25FT POLE HEIGHT)
7. LOOP WALKING TRAIL
8. LANDSCAPE CHANNEL AS NATURAL "DRY CREEK" FEATURE
9. PICNIC AREA
10. PEDESTRIAN BRIDGES

LAWN AREAS

TREES, SHRUBS AND GROUND COVER (PERIMETER SLOPES / PARKING LOT ISLANDS)

PARKING MATRIX

TOTAL PARKING PROVIDED = 154 SPACES
** DOES NOT INCLUDE BREAKDOWN OF REQUIRED ACCESSIBLE STALLS, EV CHARGING STALLS, CAR/VANPOOL STALLS. **

LEGEND

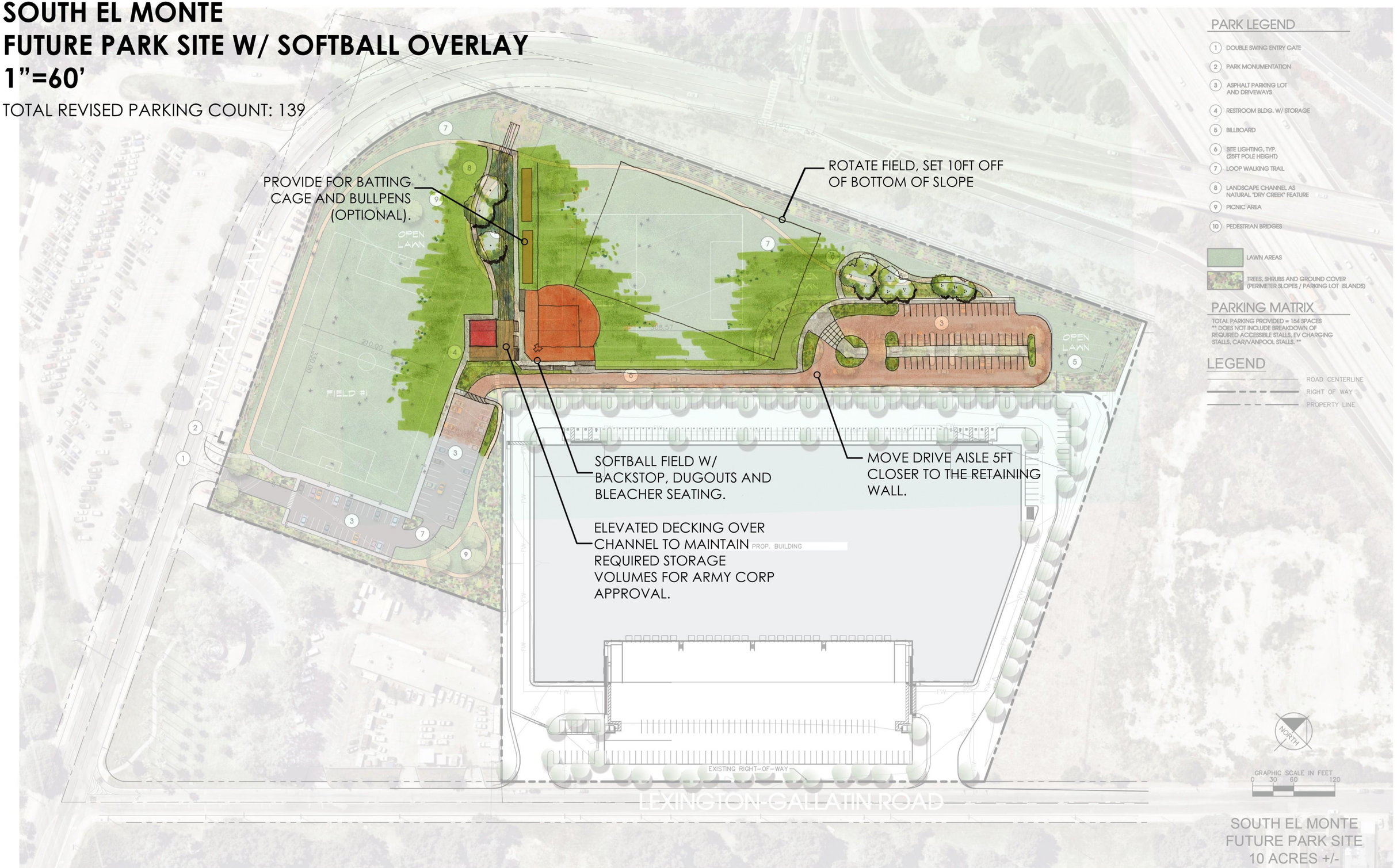
ROAD CENTERLINE
RIGHT OF WAY
PROPERTY LINE

Kimley»Horn

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
1100 W TOWN AND COUNTRY ROAD, SUITE 700, ORANGE, CA 92868
PHONE: 714-939-1030 FAX: 714-938-9488

SOUTH EL MONTE
FUTURE PARK SITE W/ SOFTBALL OVERLAY
1"=60'

TOTAL REVISED PARKING COUNT: 139



PARK LEGEND

1. DOUBLE SWING ENTRY GATE
2. PARK MONUMENTATION
3. ASPHALT PARKING LOT AND DRIVEWAYS
4. RESTROOM BLDG. W/ STORAGE
5. BILLBOARD
6. SITE LIGHTING, TYP. (25FT POLE HEIGHT)
7. LOOP WALKING TRAIL
8. LANDSCAPE CHANNEL AS NATURAL "DRY CREEK" FEATURE
9. PICNIC AREA
10. PEDESTRIAN BRIDGES

LAWN AREAS

TREES, SHRUBS AND GROUND COVER (PERIMETER SLOPES / PARKING LOT ISLANDS)

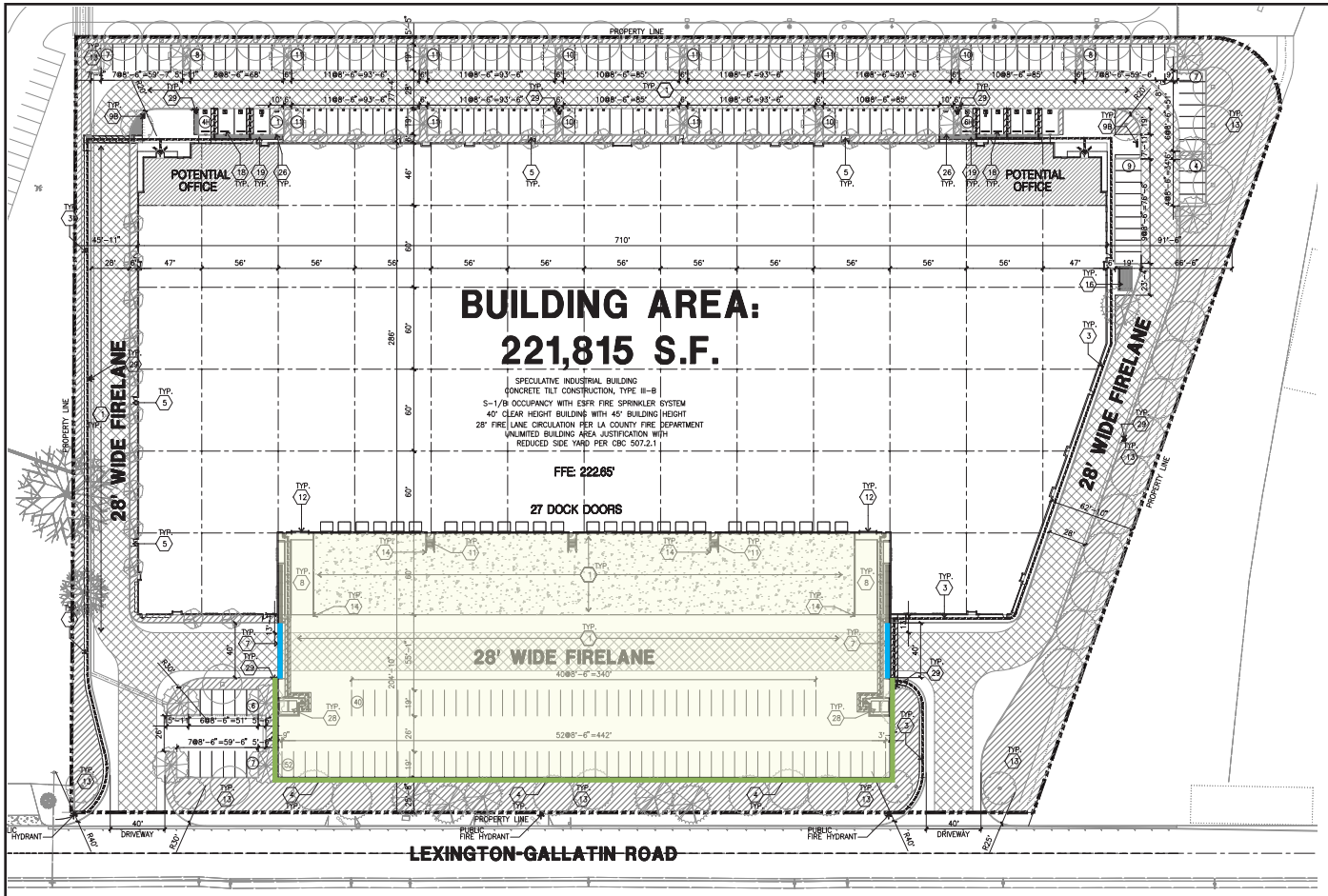
PARKING MATRIX

TOTAL PARKING PROVIDED = 154 SPACES
** DOES NOT INCLUDE BREAKDOWN OF REQUIRED ACCESSIBLE STALLS, EV CHARGING STALLS, CAR/VANPOOL STALLS. **

LEGEND

ROAD CENTERLINE
RIGHT OF WAY
PROPERTY LINE

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PHONE: 714-939-1030 FAX: 714-938-9488



Secured Lot/Truck Loading Area
14' Concrete Screen Wall
8' Metal Gate with Knox-Box



PROJECT DATA

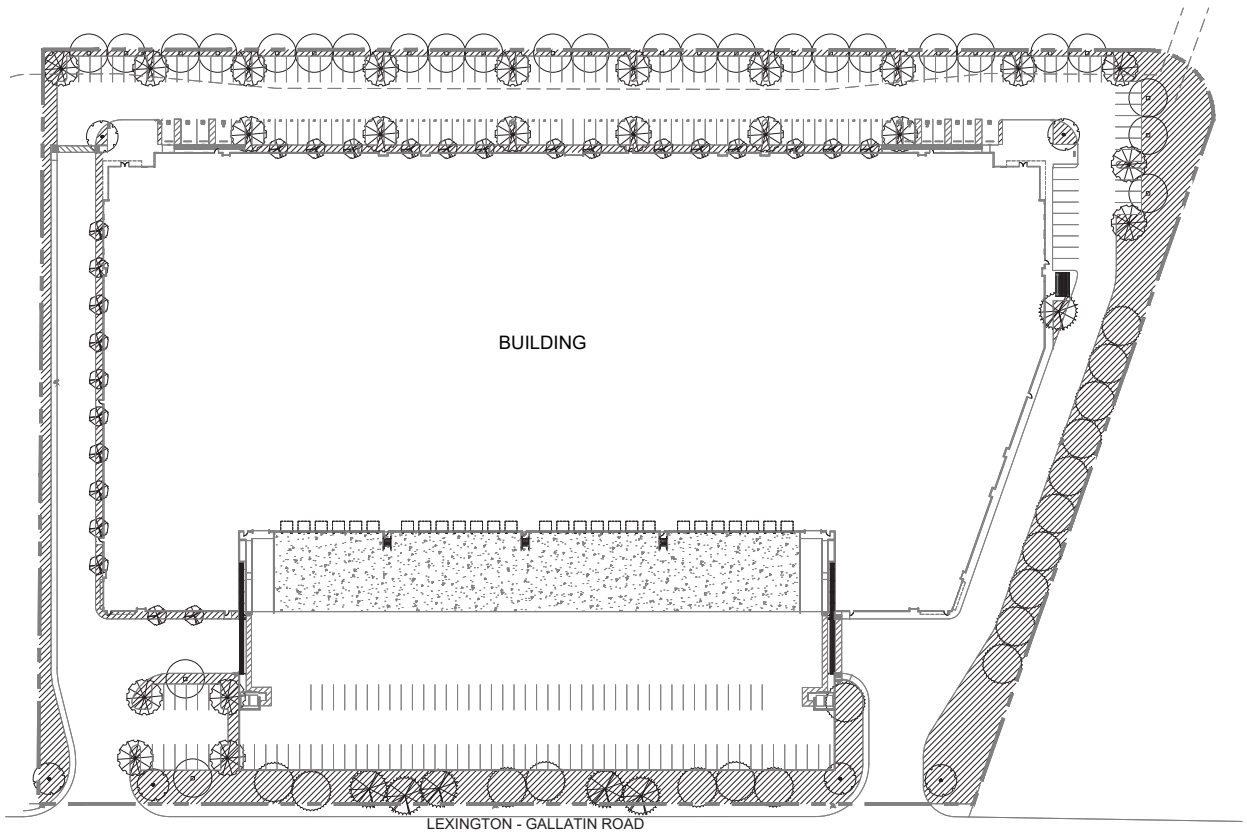
SITE AREA	
In s.f.	454,765 s.f.
In acres	10.44 ac
BUILDING AREA	
Office - 1st Floor	10,000 s.f.
Warehouse	201,815 s.f.
Total Building Footprint	211,815 s.f.
Office - 2nd Floor	10,000 s.f.
TOTAL BUILDING AREA	221,815 s.f.
COVERAGE	46.6%
AUTO PARKING REQUIRED	
Office: 1/300 s.f.	67 stalls
Whse: 1/1,000 s.f.	202 stalls
TOTAL	268 stalls
EV AUTO REQUIRED	
EV Capable with EVSE (8'-6" x 18')	14 stalls
EV Capable w/o EVSE (8'-6" x 18')	37 stalls
ADA EV Van Parking (12' x 18')	1 stalls
ADA EV Std. Parking (9' x 18')	2 stalls
Ambulatory Parking (10' x 18')	2 stalls
Total Required	56 stalls
ADA REQUIRED	
ADA Van Parking (12' x 18')	2 stalls
ADA Std. Parking (9' x 18')	5 stalls
Total Required	7 stalls
AUTO PARKING PROVIDED	
Standard (8'-6" x 18')	122 stalls
ADA Van (12' x 18')	2 stalls
ADA Std (9' x 18')	5 stalls
EV Capable with EVSE (8'-6" x 18')	14 stalls
EV Capable w/o EVSE (8'-6" x 18')	37 stalls
ADA EV Van Parking (12' x 18')	1 stalls
ADA EV Std. Parking (9' x 18')	2 stalls
Ambulatory Parking (10' x 18')	2 stalls
TOTAL	185 stalls
Additional Parking Plan:	
Standard (8'-6" x 18')	92 stalls
TOTAL	277 stalls
ZONING ORDINANCE FOR CITY	
Proposed Zoning Designation - Commerical - Manufacturing	
MAXIMUM BUILDING HEIGHT ALLOWED	
None	
MINIMUM LANDSCAPE REQ.	
5%	22,738 s.f.
LANDSCAPE PROVIDED	
12.4%	56,470 s.f.
MAXIMUM FLOOR AREA RATIO	
FAR - to be verified	
SETBACKS	
Front - 5'	
Interior/Side/Rear - none	

Source: Kimley-Horn and Associates, Inc., 2024

Figure 3-8: Conceptual Warehouse Site Plan

South El Monte Athletic Fields and Business Park Project

Not to scale



PLANTING LEGEND

TREES

SYMBOL	BOTANICAL/COMMON NAME	SIZE	QTY	WUCOLS	REMARKS
	Chitalpa tashkentensis Chitalpa	24" Box	22	L	Standard
	Olea europaea Olive	36" Box	6	L	Multi
	Pinus eldarica Afghan Pine	24" Box	18	L	Standard
	Prosopis chilensis Chilean Mesquite	24" Box	6	L	Multi
	Rhus lancea African Sumac	24" Box	27	L	Standard
	Tristania conferta Brisbane Box	15 Gal	26	M	Standard

SHRUBS

SYMBOL	BOTANICAL/COMMON NAME	SIZE	QTY	WUCOLS	SPACING
	Agave americana Century Plant	5 Gal	15	L	
	Callistemon 'Little John' Dwarf Bottle Brush	5 Gal	143	M	3' OC 2' from hardscape
	Carissa m. 'Green Carpet' Prostrate Natal Plum	5 Gal	77	M	
	Cassia phyllodenia Silverleaf Cassia	5 Gal	103	L	4' OC 2.5' from hardscape
	Dietes bicolor Fortnight Lily	5 Gal	235	M	3' OC 2' from hardscape
	Lantana 'Gold Mound' Yellow Lantana	5 Gal	41	L	
	Ligustrum j. Texanum Texas Privet	5 Gal	410	M	3' OC 2' from hardscape
	Westringia fruticosa Coast Rosemary	5 Gal	127	L	5' OC 3' from hardscape

GROUNDCOVER

SYMBOL	BOTANICAL/COMMON NAME	SIZE	SPACING	WUCOLS	REMARKS
	Bougainvillea 'La Jolla' Bougainvillea	1 Gal	6' O.C.	L	
	Carissa m. 'Green Carpet' Prostrate Natal Plum	1 Gal	36" O.C.	M	
	Myoporum parvifolium Myoporum	1 Gal	36" O.C.	L	
	Rosmarinus o. 'Huntington Carpet' Prostrate Rosemary	1 Gal	48" O.C.	L	
	Trachelospermum jasminiodes Star Jasmine	1 Gal	24" O.C.	M	

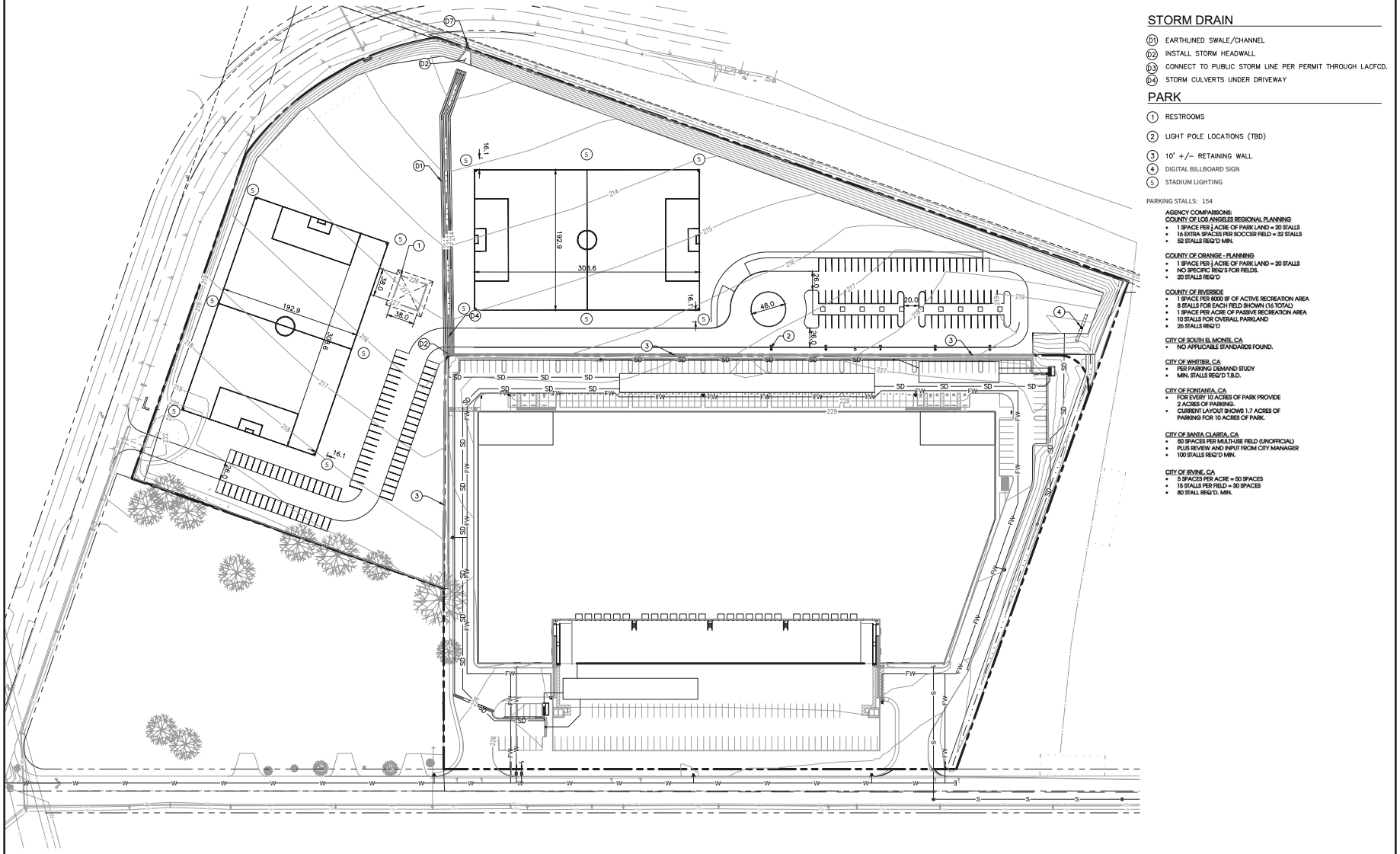
Source: Hunter Landscape, 2024

Figure 3-12: Conceptual Landscape Plans

South El Monte Athletic Fields and Business Park Project

Not to scale

Kimley»Horn

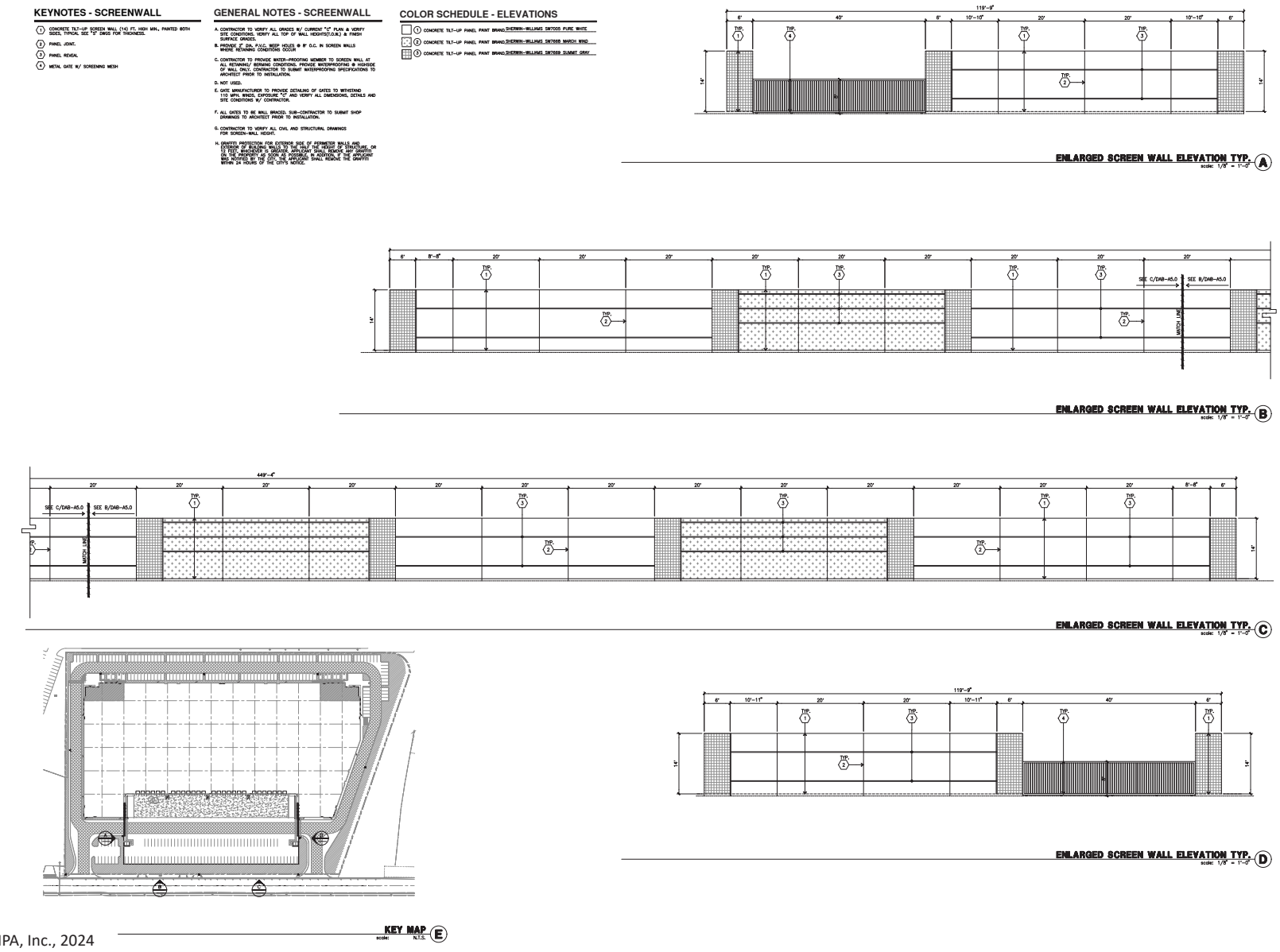


Source: Kimley-Horn and Associated, Inc., 2024

Figure 3-9: Conceptual Future City Park Plan

South El Monte Athletic Fields and Business Park Project

Not to scale



Source: HPA, Inc., 2024

Figure 3-11b: Conceptual Rendering

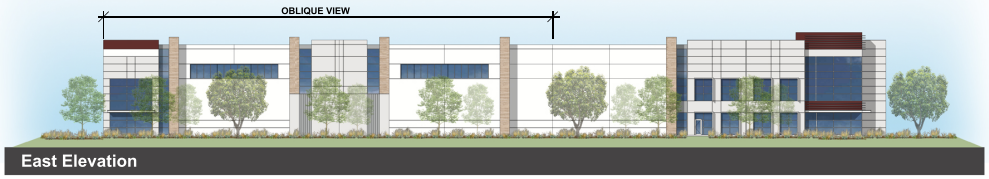
South El Monte Athletic Fields and Business Park Project

Not to scale









Source: HPA, Inc., 2023

Figure 3-10: Conceptual Warehouse Elevations

South El Monte Athletic Fields and Business Park Project

Not to scale

FINAL ENVIRONMENTAL IMPACT REPORT; MITIGATION MONITORING & REPORTING PROGRAM; CEQA FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS AND RESPONSES TO COMMENTS

The Final Environmental Impact Report, Mitigation Monitoring and Reporting Program, CEQA Findings of Fact and Statement of Overriding Considerations and Responses to Comments are available on the City of South El Monte website under the "Current Projects" page. All documents may be viewed with the link: https://www.cityofsouthelmonte.org/606/Current-Projects

FINAL ENVIRONMENTAL IMPACT REPORT; MITIGATION MONITORING & REPORTING PROGRAM; CEQA FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS AND RESPONSES TO COMMENTS

The Final Environmental Impact Report, Mitigation Monitoring and Reporting Program, CEQA Findings of Fact and Statement of Overriding Considerations and Responses to Comments are available on the City of South El Monte website under the "Current Projects" page. All documents may be viewed with the link: https://www.cityofsouthelmonte.org/606/Current-Projects


Lerma Rd
Merced Ave
Lerma
Esteban Torres Dr
Cogswell Rd
Mapl
Santa Anita Ave
500 ft
Lexham Ave
Lexington Gallatin Rd
Santa Anita Ave
500 ft
SOUTH EL MONTE HIGH SCHOOL
WHITTIER NARROWS RECREATION AREA
Durfee Ave
Santa Anita Ave

City Council Agenda Report

Agenda Item No. 8.a.

DATE: August 18, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Gerardo Marquez, Director of Community Development & Public Works

SUBJECT: AN INTERIM URGENCY ORDINANCE OF THE CITY OF SOUTH EL MONTE IMPOSING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT, APPROVAL, AND EXPANSION OF SUBSTANCE USE DISORDER TREATMENT FACILITIES WITHIN CITY LIMITS PURSUANT TO GOVERNMENT CODE SECTION 65858

SUMMARY: The proposed urgency ordinance would establish a temporary moratorium on the establishment, approval, and expansion of substance use disorder treatment facilities while the City evaluates appropriate land use classifications and development standards. The moratorium would provide time to address potential compatibility, parking, traffic, security, noise, and public health and safety considerations while ensuring the City's regulations remain consistent with evolving State law.

RECOMMENDED ACTION:

1. Determine that the adoption of this Urgency Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3); and
2. Introduce by title only, and waive further reading of, Urgency Ordinance No. 1297-U, imposing a 45-day moratorium on the establishment, approval, and expansion of Substance Use Disorder Treatment Facilities within City limits, subject to the terms and exemptions contained in the Ordinance.

FISCAL/FINANCIAL IMPACT: No fiscal impact.

DISCUSSION: California has enacted a series of laws intended to expand access to behavioral health and substance use disorder treatment services and to accelerate the development of treatment facilities. These provisions are part of a broader trend in California land use law in which the State Legislature has established development rights and streamlined approval processes that can supersede or limit otherwise applicable

local zoning and discretionary land use authority.

State licensing and regulation of treatment services does not necessarily address all local land use considerations associated with the physical location and operation of a facility. Depending on the type and intensity of use, treatment facilities may involve residential treatment, outpatient services, recovery services, medication-assisted treatment, counseling, and other activities with operational characteristics that differ from conventional residential or commercial uses.

The City's General Plan and Zoning Code do not currently establish a comprehensive land use classification or development standards specifically addressing Substance Use Disorder Treatment Facilities. As a result, the City has not comprehensively evaluated where these facilities should be located, how they should be classified, or what objective standards may be appropriate to address potential land use compatibility, parking, traffic, security, building occupancy, property management, noise, and other public health, safety, and general welfare considerations. Therefore, absent specific development standards to prevent or mitigate potential adverse impacts associated with the establishment and operation of such facilities may create a current and immediate and current threat to the public health, safety and general welfare of the City’s residents and businesses which warrants proactive evaluation of the City's regulatory framework.

In order to protect public safety, health, and welfare, the City may adopt an urgent measure, an interim ordinance to protect the public health, safety, and welfare by prohibiting any uses that may conflict with the contemplated land use regulations that the City is considering, studying, or intends to study within a reasonable time. Such an interim ordinance requires a four-fifths vote of the City Council for adoption. An interim ordinance is only effective for an initial period of 45 days. Prior to its expiration, the City Council may after a public hearing, extend the interim ordinance for up to 10 months and 15 days.

The interim moratorium will provide the City with a limited period to evaluate the evolving State regulatory framework, examine how other jurisdictions classify and regulate Substance Use Disorder Treatment Facilities, and determine whether amendments to the City's land use regulations and development standards are necessary and legally permissible. As detailed in the Ordinance's findings, the moratorium is intended as a temporary and proactive planning measure to allow the City to establish an appropriate regulatory framework for these uses, consistent with State law and, to the maximum extent permitted by law, address potential impacts to surrounding properties and the public health, safety, and general welfare.If adopted, the proposed interim ordinance will prohibit the establishment, approval, and/or expansion of Substance Use Disorder Treatment.

ENVIRONMENTAL REVIEW ANALYSIS/DETERMINATION

Staff has determined the proposed Ordinance does not constitute a project pursuant to Section 15378 of the CEQA Guidelines as there is no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Additionally, there would be no possibility that the adoption of this Ordinance and establishment of a moratorium hereby, may have a significant effect on the environment, because the moratorium will maintain the current environmental conditions arising from the current land use regulatory structure and is therefore exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

ATTACHMENT(S):

A. Interim Urgency Ordinance No. 1297-U

ORDINANCE NO. 1297-U

AN INTERIM URGENCY ORDINANCE OF THE CITY OF SOUTH EL MONTE IMPOSING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT, APPROVAL, AND EXPANSION OF SUBSTANCE USE DISORDER TREATMENT FACILITIES WITHIN CITY LIMITS PURSUANT TO GOVERNMENT CODE SECTION 65858

WHEREAS, the City of South El Monte ("City") is a general law city, incorporated under the laws of the State of California; and

WHEREAS, pursuant to Article XI, section 7 of the California Constitution, the City may enact and enforce laws and regulations within its boundaries which promote the public health, morals, safety, or general welfare of the community, and are not in conflict with general laws; and

WHEREAS, California Government Code Section 65858 authorizes the City Council to adopt, as an urgency measure, an interim ordinance to protect the public health, safety, and welfare by prohibiting land uses that may conflict with contemplated land use regulations that the City is studying or considering or intends to study within a reasonable time, provided that such urgency ordinance is passed by a four-fifths vote of the City Council; and

WHEREAS, the City regulates land uses and development through its General Plan, Municipal Code, zoning regulations, and other applicable land use regulations; and

WHEREAS, the City's Municipal Code currently defines "Clinic, dental or medical" as a building or group of buildings in which a group of physicians and/or dentists and professional assistants allied therewith are associated for the purpose of carrying on their profession and providing group medical services, and which may include a dental or medical laboratory, but does not include inpatient care or operating rooms for major surgery; and

WHEREAS, the City's Municipal Code does not currently contain a specific land use classification comprehensively addressing facilities whose primary use is the provision of substance use disorder treatment services, including facilities that provide such services on a residential, inpatient, or outpatient basis; and

WHEREAS, substance use disorder treatment facilities may operate under a variety of models and provide various services on a residential, inpatient, or outpatient basis; and

WHEREAS, for purposes of this Ordinance "Substance Use Disorder Treatment Facility" means a facility where the primary use of the premises is the provision of treatment, counseling, therapy, rehabilitation, recovery, detoxification or related services to persons with substance use disorder, whether provided on a residential, inpatient, or outpatient basis; and

WHEREAS, the City Council finds that the existing zoning regulations do not adequately address the appropriate classification, location and operation of Substance Use Disorder Treatment Facilities before the City completes a comprehensive review could result in incompatible land use patterns, inadequate parking and public infrastructure, inconsistent application of land use regulations, and other conditions thereby creating a current and immediate threat to public health, safety, and welfare; and

WHEREAS, the City Council finds that, absent specific development standards designed to prevent or mitigate potential adverse impacts associated with the establishment and operation of Substance Use Disorder Treatment Facilities, the approval and establishment of such facilities may create a current and immediate threat to the public health, safety and general welfare of the City's residents and businesses; and

WHEREAS, the City Council further finds that, depending upon size, location, occupancy, hours of operation, and other operational characteristics or a particular Substance Use Disorder Treatment Facility, the use may create or contribute to impacts affecting surrounding properties and neighborhoods, including loitering, unauthorized activity, disturbances of the peace, trespass, and the peaceful enjoyment and use of neighboring properties, increased vehicular activity, parking and circulation impacts, noise, and other conditions that may adversely impact surrounding residential neighborhoods, sensitive uses and businesses; and

WHEREAS, the City's General Plan establishes policies intended to maintain a balanced mix and distribution of land uses throughout the City and to protect stable residential areas from encroachment by incompatible uses and through traffic; and

WHEREAS, General Plan Goal 1.0 calls for maintaining a balanced mix and distribution of land uses through the City, and Policy 1.4 directs the City to create opportunities for commercial development that meets the retail and service needs of the local resident and employee populations; and

WHEREAS, the General Plan further recognizes existing circulation concerns within the City, including nonresidential traffic using local streets; and

WHEREAS, the City Council finds that the establishment or expansion of Substance Use Disorder Treatment Facilities, may generate a pattern of traffic and circulation activity different from that associated with a conventional neighborhood-serving commercial or medical-office use, including trips associated with residents or patients, employees, visitors, service providers, deliveries, transportation services, and emergency or specialized transportation; and

WHEREAS, the City Council finds that the City's existing zoning regulations do not presently provide sufficiently specific development, operational, or locational standards to adequately prevent or mitigate potential impacts associated with Substance Use Disorder Treatment Facilities; and

WHEREAS, in light of these concerns, the City Council finds it necessary to conduct a study on the impact of Substance Use Disorder Treatment Facilities within the City and consider comprehensive zoning and regulatory measures to address their potential effects on the community; and

WHEREAS, to preserve the public peace, health, safety, and welfare during the period in which the City conducts this study and considers permanent regulations, the City Council desires to adopt a temporary, citywide moratorium on the establishment, approval, and expansion of new Substance Use Disorder Treatment Facilities within the City pursuant to Government Code Section 65858; and

NOW THEREFORE, THE CITY COUNCIL OF SOUTH EL MONTE DOES FIND, DETERMINE, DECLARE AND ORDAIN AS FOLLOWS:

SECTION 1. The recitals set forth above are true and correct and are hereby incorporated by reference in full herein.

SECTION 2. The City of South El Monte has a significant interest in preserving the threat to the public health, safety, or welfare of its residents in considering enactment of additional regulations on the establishment, approval and expansion of new Substance Use Disorder Treatment Facilities.

SECTION 3. Pursuant to Government Code Section 65858, a temporary citywide moratorium is hereby established for a period forty-five (45) days from the effective date of this Ordinance on the establishment, approval, or expansion of any new Substance Use Disorder Treatment Facility.

SECTION 4. No applicant shall apply for, obtain for, or be entitled by the City, in any zone, or any parcel, or at any place, public or private, within the City to operate a Substance Use Disorder Treatment Facility. No application for any permit, license, or other entitlement shall be granted or approved for any new Substance Use Disorder Treatment Facility.

A. This moratorium shall not impact, any person who lawfully holds an existing permit, license, and/or land use entitlement for an existing and lawfully operating a Substance Use Disorder Treatment Facility in the City of South El Monte as of the effective date of this ordinance, so long as the operator is in full compliance with all City and state requirements, inclusive of state laws, and the South El Monte Municipal Code.

SECTION 5. Pursuant to the California Environmental Quality Act ("CEQA") (Pub. Res. Code § 21000 *et seq.*) and CEQA Guidelines (Cal. Code Regs., tit. 14, 15000 *et seq.*), there is no possibility that the adoption of this Ordinance and establishment of a moratorium hereby, may have a significant effect on the environment, because the moratorium will maintain the current environmental conditions arising from the current land use regulatory structure and is therefore exempt from CEQA pursuant to CEQA Guidelines Sections 15378 and 15061(b)(3).

SECTION 6. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions might subsequently be declared invalid or unconstitutional.

SECTION 7. This Ordinance shall expire, and the moratorium established shall terminate, 45 days after the date of adoption, unless extended by the City Council, at a regularly noticed public hearing, pursuant to California Government Code Section 65858.

SECTION 8. The Mayor shall sign, and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published or posted as required by law, which shall take full force and effect immediately upon its adoption by a four-fifths vote of the City Council.

[*Signatures on the following page*]

PASSED, APPROVED AND ADOPTED this 18th day of August 2026.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:

_____
Susie A. Altamirano, City Attorney

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 certify that the foregoing Ordinance, being Ordinance No. 1297-U, was duly passed and adopted by the City Council of the City of South El Monte, by a vote of four-fifth (4/5th) of the members thereof, at a special meeting of said Council held on the 18th day of August 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Adrian Garcia, City Clerk