MONTEBELLO PLANNING COMMISSION
MEETING AGENDA

TUESDAY, MARCH 1, 2022 AT 6:30 P.M.

VIA ZOOM

PLANNING COMMISSION MEMBERS

ALEXANDRA BRISENO, CHAIRPERSON
MARLENE RAMIREZ, VICE CHAIR
NATALIA LOMELI, PLANNING COMMISSIONER
VICTOR CUEVAS, PLANNING COMMISSIONER
BERJ ALIKSANIAN, PLANNING COMMISSIONER

CITY STAFF

JOSEPH PALOMBI, DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT
MONICA MERCADO-RODRIGUEZ, PLANNING MANAGER
GLORIA V. RAMIREZ, LEGAL COUNSEL
SAMANTHA NEVAREZ, ADMINISTRATIVE SECRETARY

NOTICES

COVID-19 NOTICE: Pursuant to Assembly Bill (SB) 361, Planning Commissioners may attend Planning Commission meetings via teleconferencing and make public meetings accessible telephonically or electronically to all members of the public seeking to observe and address the Planning Commission. **To ensure the health and safety of the public during the local, state, and federally declared COVID-19 Emergency, City Hall Council Chambers will be closed to the public and all *real time* public participation, pursuant to AB 361, will continue to occur in writing, telephonically and/or in person until further notice.** Consistent with the Executive Order, the Planning Commission meeting will be live streamed and can be watched on the City's website at: https://www.cityofmontebello.com/government/live-streaming.html, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act (ADA) any person with a disability who requires special accommodations in order to participate in a meeting should contact Samantha Nevarez at (323) 887- 1200 Ext: 493 Monday-Thursday from 7:30 a.m.-5:30 p.m. Please call 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II 1203). If you require translation services, please contact us 24 hours before this meeting.

STATEMENT OF PUBLIC COMMENTS AND PARTICIPATION: Members of the public may address the Commission on any items listed on the Agenda. Anyone wishing to address the Commission on an item not listed on the Agenda (Non-Agenda Items) that is within subject matter jurisdiction may do so during the "Public Comments" period. State Law prohibits the Commission from taking action or entertaining extended discussion on a topic not listed on the agenda. In order to conduct a timely meeting, the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per person. "Public Comments" may be limited to 30-minutes. Please show courtesy to others and direct all of your comments to the Commission.

For those interested in making public comments, you may call up until the day of the meeting **prior to the start of the Public Comments period**, **Tuesday, March 1, 2022 at (323) 887-1200 Ext: 494.** Staff will complete the speaker cards and the public will be called during the Commission meeting. The City has also created an email address, pcpubliccomment@cityofmontebello.com, where the public can submit public comments up until the day of the meeting, prior to the start of the Public Comments period. A summary of the comments will be read aloud and submitted for the record. As part of the City's security measures, those members of the public wishing to merely observe the meeting will not have an opportunity to speak unless they have contacted City staff, as indicated above, stating they wish to comment during the meeting.

AGENDA MATERIALS: The agenda and agenda packet related to items on this agenda are available for public inspection at City's website at: https://www.cityofmontebello.com/government/commission.html. The agenda cover sheets may also be emailed upon request.

IN CONSIDERATION OF OTHERS, PLEASE TURN OFF, OR MUTE, ALL CELL PHONES AND PAGERS
THANK YOU FOR YOUR COOPERATION

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA – PLANNING AND COMMUNITY DEVELOPMENT DIRECTOR

PUBLIC COMMENTS

Speakers wishing to address the Planning Commission on an item that is not on the agenda will be called upon in the order that their speaker card was received. Those persons not accommodated during this period will have an opportunity to speak under "Oral Communications – Continued" after all scheduled matters have been discussed.

Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per person. State Law prohibits the Planning Commission from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Planning Commissioner Chair.

STAFF COMMUNICATIONS

PUBLIC HEARING(S)

1. CASE NO. PC-2021-0008-PD-PMP-SPR FOR A PLANNED DEVELOPMENT DISTRICT, PARKING MANAGEMENT PLAN, SITE PLAN REVIEW, AND DEVELOPMENT AGREEMENT TO CONSTRUCT 140 APARTMENT UNITS AT PROJECT SITE A (116, 128, AND 136 N POPLAR AVE) AND CONSTRUCT 16 APARTMENT UNITS AT PROJECT SITE B (129-133 N POPLAR AVE) FOR A TOTAL OF 156 UNITS.

RECOMMENDATION: It is recommended that the Planning Commission conduct a public hearing and take the following action:

A. RECOMMENDING that the City Council approve the following: Case No. PC-2021-0008-PD-PMP-SPR with conditions to construct 140 apartment units at Project Site A (116, 128, and 136 N Poplar Avenue) and construct 16 apartment units at Project Site B (129-133 N Poplar Avenue) for a total of 156 units; and

B. RECOMMENDING City Council approve the Development agreement between the City of Montebello and Magna & Magna, Inc.; and

C. RECOMMENDING that the City Council find and determine that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to the Sustainable Communities Project

Exemption per California Public Resources Code Section 21155.1 (ENV No. 04-22-CE).

PLANNING COMMISSIONER ORALS

A. Chair, Alexandra Briseno
B. Vice Chair, Marlene Ramirez
C. Commissioner, Berj Aliksanian
D. Commissioner, Victor Cuevas
E. Commissioner, Natalia Lomeli

ADJOURNMENT

The City of Montebello Planning Commission will adjourn to the next Regular Meeting on March 15, 2022 at 6:30 p.m. which can be live streamed at www.cityofmontebello.com (Click on Live Stream)

I, Samantha Nevarez, Administrative Secretary for the City of Montebello Planning and Community Development department hereby certify that a copy of this agenda has been posted on or before Thursday, February 24, 2022 at 5:30 p.m.

Samantha Nevarez

Samantha Nevarez, Administrative Secretary

CITY OF MONTEBELLO
PLANNING COMMISSION

STAFF REPORT

ITEM NO. 1

MEETING DATE: MARCH 1, 2022

MEETING: Regular Meeting

CASE NO.(S): PC-2021-0008-PD-PMP-SPR and DA 04-21 & ENV No. 04-22-CE

Subject: Case No. PC-2021-0008-PD-PMP-SPR for a Planned Development District, Parking Management Plan, Site Plan Review, and Development Agreement to construct 140 apartment units at Project Site A (116, 128, and 136 N Poplar Ave) and construct 16 apartment units at Project Site B (129-133 N Poplar Ave) for a total of 156 units.

Location: 116, 128, & 136 N. Poplar Ave (Project Site A) and 129 & 133 N. Poplar Ave (Project Site B)

Submitted By: Michael Donovan, Assistant Planner

RECOMMENDATION

It is recommended that the Planning Commission conduct a public hearing and ADOPT the Planning Commission Resolution:

1. RECOMMENDING that the City Council approve the following: Case No. PC-2021-0008-PD-PMP-SPR with conditions to construct 140 apartment units at Project Site A (116, 128, and 136 N Poplar Avenue) and construct 16 apartment units at Project Site B (129-133 N Poplar Avenue) for a total of 156 units; and
2. RECOMMENDING City Council approve the Development agreement between the City of Montebello and Magna & Magna, Inc.; and
3. RECOMMENDING that the City Council find and determine that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to the Sustainable Communities Project Exemption per California Public Resources Code Section 21155.1 (ENV No. 04-22-CE).

BACKGROUND

On February 17, 2021, Magna & Magna, Inc. (“Applicant”) filed an application (PC-2021-0008-PD-PMP-SPR) for a Planned Development District, Parking Management Plan, Site Plan Review, and Development Agreement to construct 140 apartment units at Project Site A (116, 128, and 136 N

Poplar Avenue) and construct 16 apartment units at Project Site B (129-133 N Poplar Avenue) for a total of 156 units.

On July 1, 2021, the Applicant submitted a revised application to the Planning & Community Development Department.

PROJECT DESCRIPTION

The proposed project will consist of two sites, Project Site A (116, 128, and 136 N Poplar Avenue) and Project Site B (129-133 N Poplar Ave). Project Site A will involve the construction of 140 apartment units (including 30 units affordable to lower-income households) within an approximately 73,807 square foot (1.69 acres) development area and Project Site B will involve the construction of 16 apartment units (including 2 units affordable to lower-income households) within an approximately 12,500 square foot (0.28 acres) development area. The proposed development is seeking entitlements for a Planned Development District, Site Plan Review, and a Parking Management Plan.

Project Site A

Project Site A is located north of East Whittier Blvd and is comprised of three (3) parcels: 116 N. Poplar Avenue (APN 6347-012-008), 128 N. Poplar Avenue (APN 6347-011-019), and 136 N. Poplar Avenue (APN 6347-011-013) for a combined lot area of approximately 73,807 square feet. Each parcel is located in the R-3 (Multi-Family Residential Zone) with a General Plan Land Use designation of High-Density Residential. The proposed apartment building will consist of four (4) floors and include a total of 140 dwelling units (including 30 units affordable to lower-income households). In addition, two (2) subterranean parking levels containing a total of 298 off-street parking spaces will be provided. The building will have a total floor area of approximately 170,161 square feet and will have a maximum height of 47 feet. The project will have a Floor Area Ratio (FAR) of approximately 2.31 to 1, lot coverage of 57%, and a density of approximately 83 units per acre. The project entitlements will address deviations from the Montebello Municipal Code (MMC) standards, including, but not limited to, height, density, number of bedrooms, setbacks, open space, trash, and parking.

First Floor – Project A. The first floor will have a floor area of approximately 40,325 square feet and will contain 35 units ranging in size from 616 square feet to 1,780 square feet. Of the total units to be provided, one unit will be a studio unit; 15 units will feature one bedroom and one bathroom; 17 units will feature two bedrooms and two bathrooms; and 2 units will feature three bedrooms and two bathrooms. A number of amenities will be provided on the first-floor deck including the leasing office, courtyard, swimming pool, gym, and children's play area.

Second Floor – Project A. The second floor will have a floor area of approximately 43,279 square feet and will contain 35 units ranging in size from 730 square feet to 1,780 square feet. Of the total number of units provided, 13 units will be equipped with one bedroom and one bathroom, 18 units will feature two bedrooms and two bathrooms; and 4 units will feature three bedrooms and two

bathrooms.

Third Floor – Project A. The third floor will have a floor area of approximately 43,279 square feet and will contain 35 units ranging in size from 730 square feet to 1,780 square feet. Of the total of units that will provided, 13 units will be equipped with one bedroom and one bathroom; 18 units will feature two bedrooms and two bathrooms; and 4 units will consist of three bedrooms and two bathrooms.

Fourth Floor – Project A. The fourth floor will have a floor area of approximately 43,279 square feet and will contain 35 units ranging in size from 730 square feet to 1,780 square feet. Of the total of units that will be provided, 13 units will be equipped with one bedroom and one bathroom; 18 units will feature two bedrooms and two bathrooms; and 4 units will consist of three bedrooms and two bathrooms.

Access and Parking – Project A. Access to the new apartment building will be provided via two 20-foot-wide driveways located at the northwestern and southwestern corners of the site. These driveways will provide access to the subterranean parking levels from Poplar Avenue. Parking will be provided within two subterranean parking levels totaling 124,514 gross square feet. Per Section 17.52.050 of the MMC, the 140-unit project will require 327 off-street parking spaces. Pursuant to the State of California's Density Bonus Law (Cal. Govt. Code Section 65915), because the project would include at least 10% of the units for lower-income households, the project is not required to provide more than one on-site parking space per studio unit and one-bedroom unit, and 1.5 on-site parking spaces per two-bedroom unit and three-bedroom units (including parking for persons with a disability and guest parking). Based on these ratios, Project A is required to provide a minimum of 182 total parking spaces. Project A will exceed this requirement and provide a total of 298 parking spaces, including 132 tandem parking spaces and 72 compact parking spaces. A Parking Management Plan is required through the proposed tandem and compact parking spaces. Project A also includes a total of 14 short-term and 140 long- term bicycle spaces.

Amenities and Open Space – Project A. A total of 31,360 square feet of open space will be provided. Private open space will consist of 14,578 square feet of balcony space, with each private balcony approximately 100-106 square feet in size. Public open space will consist of a 982 square foot rear yard, a 14,760 square foot courtyard, and a 1,040 square foot gym. The project will also include various amenities such as barbeque areas, a water feature and swimming pool, and a 1,100 square foot children's play area. Section 17.10.020 of the MMC requires projects to provide a minimum of 150 square feet of private open space per unit and a minimum of 100 square feet of common open space per unit. The overall total requirement for open space is 300 square feet per unit or 42,000 square feet. Due to the unique site configuration, the project will provide 100 square feet of private open space per unit. The proposed amount of private open space per unit and approximate 25% reduction in open space compared to MMC requirements are requested through the Planned Development application. Finally, Project A will include 140 storage units totaling 136.9 cubic feet of storage space for each unit.

Architecture – Project A. The project design will be Mediterranean modern architecture. The exterior structure will comprise white and tan stucco. Red tile roofs will be provided. Meanwhile, the garage doors will be dark brown in color, which will provide visual contrast.

Infrastructure – Project A. All applicable building and fire codes will be adhered to. In addition, utilities will be upgraded, i.e., water, electric, gas, and sewer, to provide for additional capacity. All applicable Low Impact Development (LID) requirements will be incorporated into the project design

Project Site B

Project Site B is located north of East Whittier Blvd and will consist of two (2) parcels: 129 N. Poplar Avenue (APN 6346-020-012) and 133 N. Poplar Ave (APN 6346-020-013) for a combined lot area of approximately 12,500 square feet. Each parcel is located in the R-3 (Multi-Family Residential Zone) with a General Plan Land Use designation of Medium-Density Residential. The proposed apartment building will consist of three floors and include 16 dwelling units (including 2 units affordable to lower-income households). The project will provide 30 off-street parking spaces, including 20 tandem parking spaces and 11 compact spaces. The building will have a total floor area of approximately 23,859 square feet and will have a height of 34 feet and six inches. The building will have a Floor Area Ratio (FAR) of 2.0 to 1, lot coverage of 73%, and a density of 55.74 units per acre.

First Floor – Project B. The first floor will have a floor area of approximately 7,889 square feet and will contain a total of 30 parking spaces, including 20 tandem parking spaces and 11 compact parking spaces.

Second Floor – Project B. The second floor will have a floor area of approximately 7,985 square feet and will contain 8 units ranging in size from 910 square feet to 1,260 square feet. Of the total units that will be provided, two units will be equipped with one bedroom and one bathroom; five units will feature two bedrooms and two bathrooms; and one unit will consist of three bedrooms and two bathrooms.

Third Floor – Project B. The third floor will have a floor area of approximately 7,985 square feet and will contain 8 units ranging in size from 910 square feet to 1,260 square feet. Of the total units that will be provided, 2 units will be equipped with one bedroom and one bathroom; 5 units will feature two bedrooms and two bathrooms; and 1 unit will consist of three bedrooms and two bathrooms.

Access and Parking – Project B. Access to new apartment building will be provided by a 22-foot-wide curb-cut along the west side of Poplar Avenue. A garage door will provide controlled access to the parking area, which will contain a mixed of side-by-side and tandem tuck under parking 4 spaces. Certain of these tuck under spaces will have direct access to the alley that extends along the project site's western boundary. These spaces will have user-controlled gated access to the alley. Per Section 17.52.050 of the MMC, the 16-unit project will require 37 off-street parking spaces. Pursuant

to the State of California's Density Bonus Law (Cal. Govt. Code Section 65915), because the project would include at least 10% of the units for lower income households, the project is not required to provide more than one on-site parking space per studio unit and one-bedroom unit, and 1.5 on-site parking spaces per two-bedroom unit and three-bedroom units (including parking for persons with a disability and guest parking). Based on these ratios, Project B is required to provide a minimum of 22 total parking spaces. Project B will exceed this requirement and provide a total of 30 parking spaces, including 20 tandem parking spaces and 11 compact parking spaces. The proposed tandem and compact parking design for some of the parking spaces is being requested through the Planned Development and Parking Management Plan applications. Project B also includes a total of 16 bicycle spaces.

Amenities and Open Space – Project B. A total of 3,650 square feet of open space will be provided. Private open space will consist of 1,650 square feet of balcony space, with each private balcony approximately 100-110 square feet in size. Public open space will consist of a 2,000 square feet roof deck with patio furniture. Section 17.10.020 of the MMC requires projects to provide a minimum of 150 square feet of private open space per unit and a minimum of 100 square feet of common open per unit. The overall total requirement for open space is 300 square feet per unit or 4,800 square feet. Due to the unique site configuration, the project will provide 100 square feet of private open space per unit. The proposed amount of private open space per unit and approximate 25% reduction in open space compared to MMC requirements are requested through the Planned Development application. Finally, a total of 16 storage units totaling 1,600 cubic feet (or 100 cubic feet per unit) will be provided.

Architecture – Project B. The project design will be Mediterranean modern architecture. The exterior structure will comprise white stucco with dark brown trim. Meanwhile, the garage doors will be brown in color, which will provide visual contrast.

Infrastructure – Project B. All applicable building and fire codes will be adhered to. In addition, utility lines will be upgraded, i.e., water, electric, gas, and sewer, to provide for additional capacity. All applicable Low Impact Development (LID) requirements will be incorporated into the project design

Pursuant to a request from the Applicant, the Planning Commission shall be the recommending body on the proposed entitlements: Planned Development District, Parking Management Plan, Site Plan Review and Development Agreement.

Construction Characteristics

Project A's construction is anticipated to last for approximately 21 months and will include the demolition of the existing buildings.

Demolition/Site Clearance – Project A. The demolition phase will involve the demolition of the existing on-site structures and the clearance of the project site. This phase will last for two 5 months. Up to two excavators, two skid loaders, and a dump truck may be present during this phase.

Grading – Project A. The grading phase will involve the removal of approximately 26,750 cubic yards of earth from of the project site. This phase will last for one month. Up to two excavators and two skid loaders may be present during this phase. In addition, a total of 1,337 haul trucks will be required.

Shoring – Project A. The shoring phase will involve the installation of piles and foundation support. This phase will last for two months. Up to two drill rigs and one crane may be present during this phase.

Building Construction – Project A. This phase will involve the construction of the building and parking garage. This phase will last for 12 months. Typical equipment used during this phase includes cranes scaffolding equipment, generators, cement trucks, excavators, aerial lifts, and forklifts.

Finishing – Project A. This phase will involve the planting of landscaping, the application of architectural coatings, and the installation of various amenities. This phase will last for four months. Typical equipment used during this phase includes air compressors.

Project B's construction is anticipated to last for approximately 12 months and will include the demolition of the existing buildings.

Demolition/Site Clearance – Project B. The demolition phase will involve the demolition of the existing on-site structures and the clearance of the project site. This phase will last for one month. Up to one excavator and two skid loaders may be present during this phase.

Trenching/Foundations – Project B. This phase will involve the trenching of the site and the establishment of the building foundations. This phase will last for one month. Up to one mini -excavator and two backhoes may be present during this phase.

Building Construction – Project B. This phase will involve the construction of the building and parking garage. This phase will last for eight months. Typical equipment used during this phase includes cranes, scaffolding equipment, generators, aerial lifts, forklifts, excavators, and cement trucks.

Finishing – Project B. This phase will involve the planting of landscaping, the application of architectural coatings, and the installation of various amenities. This phase will last for two months. Typical equipment used during this phase includes air compressors.

PROJECT /APPLICANT INFORMATION

Project Location: 116, 128, & 136 N. Poplar Ave and 129 & 133 N. Poplar Ave

Project Applicant: Mark Magna – Magna & Magna, Inc.
Property Owner: Magna & Magna, Inc.
General Plan Designation: Medium/High-Density Residential
Zoning: R-3 (Multiple-Family Residential Zone)
Existing Use on Property: Residential uses

PROJECT SITE

PROJECT SITE A

The surrounding zoning and land uses are listed as follows:

Direction	Zone	Land Use
North	R-3	Multiple-Family Residential
South	C-2	Boulevard Commercial
East	R-3/M-1	Multiple-Family Residential/Light Manufacturing
West	R-3	Multiple-Family Residential

PROJECT SITE B

The surrounding zoning and land uses are listed as follows:

Direction	Zone	Land Use
North	R-3	Multiple-Family Residential
South	R-3	Multiple-Family Residential
East	R-3	Multiple-Family Residential
West	R-3	Multiple-Family Residential

GENERAL PLAN

Staff believed the proposed Project would be consistent with, among other things, the following goals and policies of the General Plan:

1. Land Use Element:

A. Goals:

a. Land Use Element, Goal #1, “To formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development;”

B. Policies
    a. Policy Residential #2, “Residential development of varying densities and housing types should be compatible among themselves and with adjacent commercial and industrial development,”.
    b. Policy Residential #3, “Opportunities for a variety of living needs should be available in various locations throughout the City”.

1. Housing Element:

A. Policies:
    a. Policy #4.1 “The City will continue to encourage the development of affordable housing throughout the community.”
    b. Policy #4.5 “The City will continue to encourage development of new housing in proximity to public services, transportation routes, and other community facilities”.
    c. Police #4.6 “The City will encourage the establishment of a variety of affordability levels in multiple-projects”.

The proposed project conforms with the City of Montebello General Plan, Land Use Element in that the proposed project will provide for much needed housing, in particular affordable housing within close proximity to public transportation.

PLANNED DEVELOPMENT DISTRICT

Pursuant to Section 17.38.010 of the MMC, a plan development district ("PD") is a master planning mechanism for the development of larger parcels of land in residential, commercial and manufacturing zones where the existing underlying development standards do not functionally allow for reasonable development. This master planning mechanism allows for a comprehensive approach to development on a single parcel or contiguous parcels of land under single or joint ownership, and allow for flexibility in land use controls typically required by another zoning designation. The planned development mechanism encourages the use of modern planning and development techniques thereby ensuring more efficient utilization of land in the community.

Pursuant to Section 17.38.110, the Planning Commission and City Council must make the following findings:

A. The site for the proposed use is in compliance with the provisions of this chapter;

The proposed Planned Development is in compliance with Chapter 17.38 of the Zoning Code. Consistent with MMC Section 17.38.010, the Planned Development would allow for flexibility in land use controls, as the existing underlying development standards do not functionally allow for reasonable development of the project sites. The projects proposed for Project Site A and Project Site B are in substantial compliance with the MMC; however, inefficiencies in the MMC do not recognize current residential building and market trends or site specific conditions. Therefore, relief is sought for certain development standards

contained in the MMC through a Planned Development approval.

As detailed below, consistent with MMC Chapter 17.38, the Planned Development would, among other things: provide for sound and efficient development of project sites with unique topographic land features and/or having irregular shape; allow the development of large residential projects in such a manner to ensure that the projects are consistent with the elements of the general plan, and to assure that the projects will be compatible with surrounding existing and proposed land uses; reduce or eliminate the rigidity, delays, and inequities that otherwise may result from the application of land use regulations; and encourage architectural design diversity and avoid monotony by allowing greater freedom in the design of architectural elements to provide access, light, open space, and amenities in an aesthetically pleasing manner. Consistent with MMC Section 17.38.040, the project sites comprising the Planned Development would have a total area of more than one-half acre. With approval of the Planned Development, the projects will be in compliance with the MMC.

Project A

Project Site A is an approximately 73,807 square foot trapezoidal irregularly-shaped site. The topography of the site trends downwards towards the south and east and presents unique challenges to the development of a MMC compliant, modern, and architecturally uniform structure. This is reflected in the irregular and inefficient location of the current buildings including carports on the site. The R-3 Multiple Family Residential Zone standards provide a significant impediment to the development of modern and efficient residential units. In this case, there will be three separate parcels held together as one for a single building site. The MMC allows one unit per 3,000 square feet of lot area; therefore, the site could only yield 24 units under the current density standards. There are currently 41 units located on the project site, almost double the number permitted under the MMC. As part of the required Planned Development approval, the project includes 140 units (including 30 units affordable to lower-income households) at a density of approximately 83 units per acre. This density is consistently found in many communities in the region. Project A's design and layout are efficient and self-contained with on-site amenities and parking.

The MMC allows a maximum of 1 bedroom per 1,000 square feet of lot area; therefore, the site could only yield 74 bedrooms under this standard. Project A would include a total of 237 bedrooms, exceeding this requirement. The project includes a mix of studio, one, two, and three-bedroom units and units that will range in size as follows: 616 square feet for the studio units; one-bedroom units from 730 square feet to 900 square feet; two-bedroom units from 1,100 square feet to 1,500 square feet; and three-bedroom units from 1,472 to 1,780 square feet. These unit sizes are ample and spacious for the market and match or exceed square footages seen in similar projects. The building is integrated into the landscape and takes into account the sloping topography, unique shape of the lot,

and constrained access to the site from Poplar Avenue. Applying the MMC standards for density and bedroom count would negatively impact the unit count and unit sizes of the project and discourage flexibility and design innovation of the project floor plans, ultimately reducing the number, variety, and quality of units that could be provided.

Per the MMC, the maximum lot coverage in the R-3 Zone is 60%. Lot coverage standards exist to regulate the number and size of structures on a lot to allow for open space and adequate light and ventilation. Typically, lot coverage represents the percentage of building area-generally measured by the building footprint or roof lines as a proportion to the land area of the site. The existing site is developed with structures of varying sizes and shapes and currently has a lot coverage of approximately 42%. The proposed project would have a lot coverage of 57%, in compliance with the MMC standard.

The maximum height allowed in the R-3 zone is 25 feet. The Planned Development is proposing to exceed the height limit of 25 feet. The MMC height regulation is overly restrictive and is lower than the height limit of 35 feet set forth in Single Family Residential (R-1) zones. The height of the proposed building is 47 feet and 4 stories, as measured under the MMC, and does not include stepbacks. The topography of the site slopes to the south and east, necessitating the zoning code deviations sought through the Planned Development for the project to integrate all parking, open space, and amenities into one cohesive building. The south elevation of the proposed building would be partially obscured from Whittier Boulevard due to southward sloping conditions including the closed off but non-vacated portion of Poplar Avenue and existing buildings along the street. The site to the east immediately abutting the project is significantly lower in elevation and views of the proposed building would be partially obstructed by an existing retaining wall on that site. The building setbacks and articulation will serve to adequately relate the building to adjacent properties.

The MMC requires a minimum open space of 150 square feet per unit for private open space and 100 square feet per unit for common open space with a total of 300 square feet open space per unit thus requiring 42,000 square feet in total. The nature of the topography of the site and its shape precludes the project from providing the minimum open space distribution between private and common open space; therefor, the project requests an approximate 25% reduction in required open space and would provide a total of 31,360 square feet of open space. The requested open space reduction is appropriate because the project would still provide ample private and public on-site open space, especially compared to the existing development which includes very little on-site open space. The project features state-of-the-art amenities, including balconies for each unit, a courtyard with a pool, water feature, kids play area, barbeques, cabanas, seating areas, and a solar panel zone designed for the installation of future solar panels. Therefore, the project provides abundant open space and high-quality open space and recreation areas for residents, and the triangular design of the building with a large central open courtyard will provide all units

in the building ample light and ventilation.

Pursuant to the State of California's Density Bonus Law (Cal. Govt. Code Section 65915), because the project would include at least 10% of the units for lower-income households, the project is not required to provide more than one on-site parking space per studio unit and one-bedroom unit, and 1.5 on-site parking space per two-bedroom unit and three-bedroom units (including parking for persons with a disability and guest parking). Per Section 17.52.050 of the MMC, the 140-unit project will require 327 off-street parking spaces Based on the ratios provided under the State of California's Density Bonus Law, Project A is required to provide a minimum of 182 total parking spaces. The project will exceed this requirement and provide a total of 298 parking spaces located in two subterranean levels. In addition, the project will provide 14 short-term bicycle racks and 140 long-term bicycle racks. The proposed building provides an efficient design and layout considering the site constraints and is designed to be fully self-contained as it relates to parking including the use of tandem and compact parking spaces. The project would include the approval of a Parking Management Plan for the tandem and compact parking spaces. Public transportation options exist for residents of the project. For example, Project Site A is located within 1,000 feet of a Montebello Bus Lines #10 line stop and the Montebello Transportation Department administers a "Dial a Taxi" program to residents that are disabled or over age 62. Finally, the project is well-served by other modes of public transportation including Metro Bus lines and offers its residents many choices for access to the aforementioned bike parking and to ride-share services.

The MMC requires building setbacks of 20 feet from the front property line, 5 feet along the side yard setback and 10 feet from the rear yard property line. The MMC also requires a one-foot stepback for every three feet over 15 feet. In this case, the project meets all the required building setbacks, except it does not include the one-foot stepback. The setbacks are building facades and elevations is sufficient given the building's contemporary Mediterranean architectural style and inviting residential appearance, main entryway to the courtyard with a direct visual line of sight, and abundant landscaping along the front setback. If the stepback requirement were observed, it would require the reduction of the courtyard area and would reduce the overall number of units.

The MMC requires 100 cubic feet of storage per residential unit. The building's subterranean garage is the most efficient and effective location for these storage units given the site topographical and access constraints. The project offers storage units for each unit in the building conveniently located at both garage levels. The project includes storage units that are generally stacked and include 136.9 cubic feet per unit. In addition, each residential unit has ample interior closet space offsetting the need for such extensive storage requirements.

The MMC requires trash areas for multiple-family dwellings to provide the equivalent of not

less than seventy-five gallon capacity container per dwelling unit. Where commercial trash containers (three cubic yards or more) are used, one container is required for every seven dwelling units and trash areas are required to be located within one hundred fifty feet of the units which they serve. Under the MMC, the project would be required to provide 20 commercial trash containers, and the project includes trash rooms with trash bin areas located at three locations in the upper parking level with a total of 24 trash bins. These bins are served by trash chutes for convenient and easy access by the residents. The project will have frequent trash pickup service throughout the week to ensure that the project's trash demands are adequately served. With 24 commercial trash bins and frequent trash pickup service, the project will include adequate trash facilities.

The project will be fully code compliant with all applicable fire/life/safety and California Title 24 building energy efficiency standards. In addition, the project will be responsible for paying all applicable fees and will upgrade all utilities and infrastructure to serve the projects thereby not negatively impacting the surrounding area or the City as a whole. The new construction will positively enhance property values and the property tax base of the City. With approval of the Planned Development, Project A will be in compliance with the MMC.

Project B

Project Site B comprises two parcels with approximately 12,500 square feet that is rectangularly-shaped. While the shape of the lot is not irregular, the density and other regulatory standards set forth in the R-3 Multiple Family Residential Zone would allow for the construction of a maximum of four units and as such is not conducive to the encouragement of reinvestment in housing stock. In this case, there will be two separate parcels held together as one for a uniform project. The MMC allows one unit per 3,000 square feet of lot area; therefore, the site could only yield four units under the density standards and allows bedroom per 1,000 square feet of lot area. The site is currently improved with two single-family residences. As part of the required Planned Development approval, the project includes 16 units (including 2 units affordable to lower-income households) at a density of approximately 56 units per acre. This density is consistently found in many communities in the region. Project B's design and layout are efficient and self-contained with on-site amenities and parking.

The MMC allows a maximum of 1 bedroom per 1,000 square feet of lot area; therefore, the site could only yield 12 bedrooms under this standard. Project A would include a total of 30 bedrooms, exceeding this limit. The project includes a mix of one-, two-, and three-bedroom units and unit will range in size as follows: 825 square feet for the one-bedroom units; 891 square feet to 1,083 feet for the two-bedroom units; and 1,179 square feet for the three-bedroom units. These unit sizes are ample and spacious for the market and match or exceed square footages seen in similar projects. The building is integrated into the landscape and small size and limited access to the site from Poplar Avenue and the alley. Applying the

MMC standards for density and bedroom count would negatively impact the unit count and unit sizes of the project and discourage flexibility and design innovation of the project floor plans, ultimately reducing the number, variety, and quality of units that could be provided.

Per the MMC, the maximum lot coverage is 60%. Lot coverage standards exist to regulate the number and size of structures on a lot to allow for open space and adequate light and ventilation. Typically, lot coverage represents the percentage of building area-generally measured by the building footprint or roof lines as a proportion to the land area of the site. The building is designed as a single, integrated structure and meets the MMC side and rear yard setbacks. The project has a lot coverage of 74% which is necessary to accommodate the proposed density. The building is inviting and spacious and strict adherence to the lot coverage standard based on the site's small size would result in unique challenges that would compromise the integrity of the building's design and reduce the number of units that could be provided.

The maximum height allowed in the R-3 zone is 25 feet. The Planned Development will propose to exceed the height limit of 25 feet. The MMC height regulation is overly restrictive and is lower than the height limit of 35 feet set forth in Single Family Residential (R-1) zones. The height of the proposed building is 34 feet and 6 inches and 3 stories (including one parking level), as measured under the MMC, and does not include stepbacks. All elevations of the building feature architectural details including brow pieces and trellis structures over the upper balconies, score lines on the walls, a decorative tile mansard roof, and vine pockets along the south and north elevations to soften the buildings appearance. The building setbacks and articulation will serve to adequately relate the building to adjacent properties.

The MMC requires a minimum open space of 150 square feet for private open space and 100 square feet for common open space and a total of 300 square feet per unit thus requiring 4,800 square feet in total. The small size of the site precludes the project from providing the MMC minimum required open space or meeting the minimum open space distribution between private and common open space; therefore, the project requests an approximate 25% reduction in required open space and would provide a total of 3,650 square feet of open space. The requested open space reduction is appropriate because the project would still provide ample private and public on-site open space. The project features state-of-the art, high-quality amenities including balconies for each unit and a rooftop deck with patio furniture.

Pursuant to the State of California's Density Bonus Law (Cal. Govt. Code Section 65915), because the project would include at least 10% of the units for lower-income households, the project is not required to provide more than one on-site parking space per studio unit and one-bedroom unit, and 1.5 on-site parking spaces per two-bedroom unit and three-

bedroom units (including parking for persons with a disability and guest parking). Per Section 17.52.050 of the MMC, the 16-unit project will require 37 off-street parking spaces Based on the ratios provided under the State of California's Density Bonus Law, Project A is required to provide a minimum of 22 total parking spaces. The project will exceed this requirement and provide a total of 30 parking spaces. The project will provide a combination of side-by-side and tandem parking spaces in a controlled tuck under garage. In addition, the project will provide 16 bicycle parking spaces. The proposed building provides an efficient design and layout considering the site constraints and is designed to be fully self-contained as it relates to parking including the use of tandem and compact parking spaces. The project would include the approval of a Parking Management Plan for the tandem and compact parking spaces. Public transportation options exist for residents of the project. For example, Project Site B is located within 1,000 feet of a Montebello Bus Lines #10 line stop and the Montebello Transportation Department administers a "Dial a Taxi" program to residents that are disabled or over age 62. Finally, the project is well-served by other modes of public transportation including Metro Bus lines and offers its residents many choices for access to the aforementioned bike parking and to ride-share services.

The MMC requires building setbacks of 20 feet from the front property line, 5 feet along the side yard setback and 10 feet from the rear yard property line. The MMC also requires a one-foot stepback for every three feet over 15 feet. In this case, the project exceeds the side yard setbacks. The front property line (east elevation facing Poplar Avenue) is proposed at 15 feet and the building does not include the one-foot stepback. The 15-foot setback is sufficient given the building's contemporary Mediterranean architectural style and inviting residential appearance, main entryway, and abundant landscaping along the front setback. If the stepback requirement were observed, it would require the reduction of the rooftop deck and would reduce the overall number of units. The rear yard setback is proposed at 5 feet where 10 feet is required; however, the rear yard faces the alley so the effective setback from the properties across the alley is 15 feet.

The MMC requires 100 cubic feet of storage per residential unit. The building's garage is the most efficient and effective location for these storage units given small size of the site. The project includes storage units that are stacked above the front ends of parking spaces and provide 100 cubic feet overall for each unit. In addition, each residential unit has ample interior closet space.

The MMC requires trash areas for multiple-family dwellings to provide the equivalent of not less than seventy-five gallon capacity container per dwelling unit. Where commercial trash containers (three cubic yards or more) are used, one container is required for every seven dwelling units and trash areas are required to be located within one hundred fifty feet of the units which they serve. Under the MMC, the project would be required to provide two commercial trash bins, and the project includes a dedicated trash and recycling area located

at the ground level. The project will have frequent trash pickup throughout the week to ensure that the project's trash demands are adequately served. With a dedicated trash and recycling area and frequent trash pickup service, the project will include adequate trash facilities.

The project will be fully code compliant with all applicable fire/life/safety and California Title 24 building energy efficiency standards. In addition, the project will be responsible for paying all applicable fees and will upgrade all utilities and infrastructure to serve the projects thereby not negatively impacting the surrounding area or the City as a whole. The new construction will positively enhance property values and the property tax base of the City.

With approval of the Planned Development, the project on Project Site B will be in compliance with the MMC.

B. *Is consistent with the subdivision regulations, with the general intent of the zoning regulations, with the general plan, and with any applicable specific plan;*

The projects, including the proposed Planned Development with Density Overlay and Height Overlay, would be consistent with the general intent of the zoning regulations and with the City's General Plan. The projects do not propose any subdivision and there is no applicable specific plan.

Per Section 17.02.020 of the MMC, the purpose of the zoning code is "to permit the most compatible use of land within the city, consistent with the needs of residential, commercial and industrial developments, and the promotion of the public health, safety, welfare and general prosperity of the city and its residents." Both projects are of the high-quality design and have a layout with a scale and massing harmonious with the area, and represent a significant reinvestment in the City. They would be compatible with the existing residential uses in the vicinity of the project sites, and would contribute to the City's residential needs.

One policy of the Land Use Element of the General Plan is that "Residential development of varying densities and housing types should be compatible among themselves and with adjacent commercial and industrial development". Another policy of the same element states "Opportunities for a variety of living needs should be available in various locations throughout the City". For both project sites, separate parcels will be combined to form a single building site which in turn creates opportunities for excellence in design, site layout, and more efficient vehicular and pedestrian access. Both Project A and Project B are of high-quality architectural design and offer amenity-rich rental housing opportunities not commonly found in the City of Montebello. This would be consistent with the General Plan's policy of provide varying housing types and opportunities for a variety of living needs

in the City.

A stated purpose of the 2016-2021 Housing Element is "to review development standards to improve site design, architectural quality, and livability of multi-family units". The 2016-2021 Housing Element contemplated updating the Zoning Standards for the R-3 zone to accommodate the additional housing needs identified in the Regional Housing Needs Assessment (RHNA); however, these revised standards have not been codified. The project design for both sites' layout is efficient and self-contained with on-site amenities and parking. The projects utilize efficient design concepts and are integrated into the neighborhood and are therefore compatible with the surrounding uses. In addition, the new residents will support and enhance demand for commercial services from the nearby business districts in the City.

Other stated purposes of the 2016-2021 Housing Element are "to minimize governmental constraints, market constraints, and environmental constraints that may impede the development of new housing," and "to address future housing needs by expanding housing opportunities in the City." The R-3 Multiple Family Residential Zone standards provide a significant impediment to the development of modern and efficient residential units. The projects would utilize the MMC's Planned Development provisions to achieve additional density and certain deviations from the R-3 development standards to expand housing opportunities in the City and meet the goals of the City's Housing Element. The projects would make a substantial contribution towards meeting the City's RHNA allocation, including its affordable housing allocation, consistent with the goals and policies of the General Plan Housing Element.

The projects would also support the following policies of the 2016-2021 Housing Element related to affordable housing:

> Policy 4.1. The City will continue to encourage the development of affordable housing throughout the community.
> Policy 4.5. The City will continue to encourage development of new housing in proximity to public services, transportation routes, and other community facilities.
> Policy 4.6. The City will encourage the establishment of a variety of affordability levels in multiple-projects.

Consistent with Policy 4.1, the projects would include a total of 32 units affordable to lower-income households (30 in Project A and 2 in Project B). Consistent with Policy 4.5, these units would be constructed in proximity to nearby public transportation routes and other community facilities. Consistent with Policy 4.6, the projects would be mixed-income projects with a variety of affordability levels, both market-rate and affordable to lower-income households.

C. Is compatible with present and future development of the property within the immediate vicinity;

Project A

The maximum height allowed in the R-3 zone is 25 feet. The proposed Planned Development will look to exceed the permitted height under the R-3 Zone development standards. The MMC height regulation is overly restrictive and is lower than the height limit of 35 feet set forth in Single Family Residential (R-1) zones. The height of the proposed building is 47 feet and 4 stories, as measured under the MMC, and does not include stepbacks. The topography of the site slopes to the south and east, necessitating the zoning code deviations sought through the Planned Development for the project to integrate all parking, open space, and amenities into one cohesive building. The south elevation of the proposed building would be partially obscured from Whittier Boulevard due to southward sloping conditions including the closed off but non-vacated portion of Poplar Avenue and existing buildings along the street. The site to the east immediately abutting the project is significantly lower in elevation and views of the proposed building would be partially obstructed by an existing retaining wall on that site. The building setbacks and articulation will serve to adequately relate the building to adjacent properties. Therefore, the project physically relates to the adjacent and surrounding properties in the vicinity.

Project B

The maximum height allowed in the R-3 zone is 25 feet. The Planned Development will propose to exceed to height limit set forth in the R-3 Zone. The MMC height regulation is overly restrictive and is lower than the height limit of 35 feet set forth in Single Family Residential (R-1) zones. The height of the proposed building is 34 feet and six inches and 3 stories (including one level of parking), as measured under the MMC, and does not include stepbacks. While the site is relatively flat and rectangular-shaped, the small size of the site necessitates the zoning code deviations sought through the Planned Development for the project to integrate all parking, open space, and amenities into one cohesive building. The site abuts Poplar Avenue to the east, an alley to the west, two-story multi-family buildings to the north and while some of the adjoining properties to the south and east across the alley are improved with single-family homes, the building setbacks and articulation will serve to adequately relate the building to adjacent properties. Therefore, the project physically relates to the adjacent and surrounding properties in the vicinity.

As discussed above, given the building's contemporary Mediterranean architectural style and inviting residential appearance, and abundant landscaping along the front setback, the projects' setbacks are sufficient and would also be compatible with present and future development of property within the immediate vicinity.

D. Is consistent with the general peace, health, safety and general welfare;

Section 17.02.020 of the MMC, allows in part for the regulation of land uses to promote compatibility consistent with the needs of the respective land use type and to promote the public health, safety, welfare and general prosperity of the city and its residents. Both projects are of high-quality design and have a layout with a scale and massing harmonious with the area, and represent a significant reinvestment in the City.

The topography of the Project Site A slopes to the south and east, necessitating the zoning code deviations sought through the Planned Development for the project to integrate all parking, open space, and amenities into one cohesive building. The south elevation of the proposed building would be partially obscured from Whittier Boulevard due to southward sloping conditions including the closed off but non-vacated portion of Poplar Avenue and existing buildings along the street. The site to the east immediately abutting the project is significantly lower in elevation and views of the proposed building would be partially obstructed by an existing retaining wall on that site. While Project Site B is relatively flat, the small size of the site necessitates the zoning code deviations sought through the Planned Development for the project in order to integrate all parking, open space, and amenities into one cohesive building.

Both buildings' setbacks and articulation will serve to adequately relate the buildings to adjacent properties. Except for the relief being sought by the Planned Development approval to exceed in density and height, both projects are designed to be fully compliant with the intent of the required codes and standards and will pay all required development-related fees. Both projects will be assets to the City, will address the severe shortage of quality housing (including quality affordable housing) in the rental market in the region with convenient access to the job market, and will provide the residents a greater variety of housing options (including affordable housing).

In addition, the projects would not adversely affect the general peace, health, safety, and welfare of surrounding residents, because the projects will be constructed in accordance with all applicable City regulations. Construction will occur within the permitted hours. Furthermore, the projects will comply with all Low Impact Development (LID) and building code requirements

E. That the permitted uses and development standards adopted as part of the PD will not be detrimental to present and potential surrounding uses, but will have a beneficial effect which could not have been adequately achieved under the pre-existing zoning district;

The projects proposed for Project Site A and Project Site B are in substantial compliance with the MMC; however, inefficiencies in the MMC do not recognize current residential building and market trends or site specific conditions. Therefore, relief is sought for certain development standards contained in the MMC through a Planned Development approval. With approval of the Planned Development, the projects will be in compliance with the MMC.

Project Site A is an approximately 73,807 square foot trapezoidal irregularly-shaped site. The topography of the site trends downwards towards the south and east and presents unique challenges to the development of a MMC compliant, modern, and architecturally uniform structure. This is reflected in the irregular and inefficient location of the current buildings including carports on the site. The MMC allows one unit per 3,000 square feet of lot area; therefore, the site could only yield 24 units under the density standards. There are currently 41 units located on the project site, almost double the number permitted under the MMC. Utilizing the Planned Development approval, the project will exceed the permitted density and propose 140 units (including 30 units affordable to lower-income households) at a density of approximately 83 units per acre. This density is consistently found in many communities in the region. Project A's design and layout are efficient and self-contained with on-site amenities and parking. The building is integrated into the landscape and takes into account the sloping topography, unique shape of the lot, and constrained access to the site from Poplar Avenue. Applying the MMC standards for density would negatively impact the unit count of the project and discourage flexibility and design innovation of the project floor plans, ultimately reducing the number of units that could be provided.

Project Site B comprises two parcels with approximately 12,500 square feet that is rectangular-shaped. While the shape of the lot is not irregular, the density and other regulatory standards set forth in the R-3 Multiple Family Residential Zone would allow for the construction of a maximum of four units and as such is not conducive to the encouragement of reinvestment in housing stock. In this case, there will be two separate parcels held together as one for a uniform project. The MMC allows one unit per 3,000 square feet of lot area; therefore, the site could only yield four units under the density standards and allows bedroom per 1,000 square feet of lot area. The site is currently improved with two single-family residences. Utilizing the Planned Development approval, the project will exceed the permitted density and propose 16 units (including 2 units affordable to lower-income households) at a density of approximately 56 units per acre. This density is consistently found in many communities in the region. Project B's design and layout are efficient and self-contained with on-site amenities and parking. The building is integrated into the landscape and takes into account the small size and limited access to the site from Poplar Avenue and the alley. Applying the MMC standards for density would negatively impact the unit count of the project and discourage flexibility and design innovation of the project floor plans, ultimately reducing the number of units that could be provided.

The projects will be constructed in accordance with all pertinent building code requirements. Construction will occur during the permitted hours of operation. In addition, the projects will include energy and water efficient fixtures, LID appurtenances, bicycle racks, and designated areas for solar panels. The trips generated by the proposed project

will not exceed the capacity of the adjacent streets, nor will the projects' trips result in a deterioration of any intersection levels of service. The new development will increase property values in the area and will assist the City in achieving its RHNA goals by providing necessary rental housing (including affordable housing). The implementation of the Planned Development is essential, because the current zoning conditions do not permit an increase in density. The existing conditions presently limit the City's ability to meet its RNHA targets. In addition, the 2016-2021 Housing Element contemplated updating the Zoning Standards for the R-3 zone to accommodate the additional housing needs identified in the RHNA; however, these revised standards have not been codified. The projects would make a substantial contribution towards meeting the City's RHNA allocation, and would also provide a substantial share of affordable housing, consistent with the goals and policies of the General Plan Housing Element.

For all of these reasons, the Planned Development with will not be detrimental to present and potential surrounding uses, and will have beneficial effects which could not have been adequately achieved under the pre-existing zoning district.

F. That the proposed on-site streets and thoroughfares are adequate in size to accommodate the traffic volume generated by the proposed PD, and increased densities will not generate traffic in such amounts as to overload the street network outside the PD boundary;

The existing roadways are adequate in size to accommodate the projects' trip generation. According to the traffic impact analysis that was prepared for the project, each of the roadway segments nearest the project sites operate at a Level of Service (LOS) C or better, both with and without the project. As a result, the addition of project traffic would not result in any of the roadway segments exceeding their available capacities. In addition, the roadways are wide enough to accommodate construction and project traffic.

In addition, the projects will provide on-site bicycle parking, and public transportation options also exist for residents of the projects. For example, the project sites are located within 1,000 feet of a Montebello Bus Lines #10 line stop and the Montebello Transportation Department administers a "Dial a Taxi" program to residents that are disabled or over age 62. Finally, the projects are well-served by other modes of public transportation including Metro Bus lines. These alternative transportation options will reduce vehicle trips and further ensure that increased densities do not generate traffic that overloads the surrounding street network

G. That the exceptions, if any, from the development standards of the zoning code are warranted by the design and amenities, as incorporated, are in accord with adopted policies of the planning commission and the city council;

As discussed in Finding 1 above, the projects would include certain exceptions from

the development standards of the Zoning Code to provide high-quality architectural design and offer amenity-rich rental housing opportunities not commonly found in the City of Montebello, in addition to helping the City meet its housing needs.

At Project Site A, architectural projections at key locations along the building which create visual interest and articulation, both of which are desirable design features. At Project Site B, the building elevations will feature architectural details including brow pieces and trellis structures over the upper balconies, score lines on the walls, a decorative tile mansard roof, and vine pockets along the south and north elevations to soften the buildings appearance. The Planned Development for the projects will allow each building to integrate all parking, open space, and amenities into one cohesive building for each project site.

The projects will include new LID appurtenances; energy and water efficient fixtures; bicycle parking; designated solar areas; abundant recreational amenities including a gym, pool, and children's play area; and electric vehicle charging stations.

The projects will assist the City in meeting or exceeding their RNHA allocation by providing more rental housing (including affordable housing) than the existing development standards would permit, consistent with the City's policies as identified in its General Plan.

H. That the existing or proposed utility services and facilities are adequate for the proposed population densities and nonresidential uses;

The two project sites are currently occupied by existing residential units. The implementation of the projects will result in an increase in water consumption and sewage and solid waste generation over the present conditions. Nevertheless, the new apartment units will be equipped with water and energy efficient fixtures and appliances. In addition, the two buildings will include a designated solar area for future solar panels. New utility lines will be provided to accommodate the increase in demand and usage for utility services. These new water and sewer lines will be large enough to accommodate the increase in volume of effluent discharged from the project area

I. That the proposed buildings and structures are situated in such a manner to minimize impacting the privacy of existing abutting residential uses;

The new buildings at Project Site A and Project Site B will be adequately set back from the adjacent residential units.

The height of the proposed building at Project Site A is 47 feet and 4 stories, as measured under the MMC, and does not include stepbacks. The topography of the site slopes to the south and east, necessitating the zoning code deviations sought through the Planned Development for the project to integrate all parking, open space, and amenities into one

cohesive building. The south elevation of the proposed building would be partially obscured from Whittier Boulevard due to southward sloping conditions including the closed off but non-vacated portion of Poplar Avenue and existing buildings along the street. The site to the east immediately abutting the project is significantly lower in elevation and views of the proposed building would be partially obstructed by an existing retaining wall on that site. The building setbacks and articulation will adequately relate the building to adjacent properties.

The height of the proposed building at Project Site B is 34 feet and six inches and 3 stories (including one level of parking), as measured under the MMC, and does not include stepbacks. While the site is relatively flat and rectangular-shaped, the small size of the site necessitates the zoning code deviations sought through the Planned Development for the project to integrate all parking, open space, and amenities into one cohesive building. The site abuts Poplar Avenue to the east, an alley to the west, two-story multi-family buildings to the north and while some of the adjoining properties to the south and east across the alley are improved with single-family homes, the building setbacks and articulation will serve to adequately relate the building to adjacent properties.

The projects' building setbacks and articulation will serve to minimize impacts on the privacy of existing abutting residential uses.

SITE PLAN REVIEW

Pursuant to Section 17.74.030 of the MMC, a site plan review is required for all residential projects resulting in three or more dwelling units. The proposed construction exceeds two dwelling units and will therefore require a Site Plan Review.

Pursuant to Section 17.74.070 of the MMC, before any site plan review shall be granted, all of the following findings must be made:

A. That the proposed design for improvement complies with all requirements of the MMC;

The projects proposed for Project Site A and Project Site B are in substantial compliance with the MMC; however, inefficiencies in the MMC do not recognize current residential building and market trends or site specific conditions. Therefore, relief is sought for certain development standards contained in the MMC through a Planned Development approval. With approval of the Planned Development, the projects will be in compliance with the MMC.

Project A

Project Site A is an approximately 73,807 square foot trapezoidal irregularly-shaped site. The topography of the site trends downwards towards the south and east and presents unique challenges to the development of a MMC compliant, modern, and

architecturally uniform structure. This is reflected in the irregular and inefficient location of the current buildings including carports on the site. The R-3 Multiple Family Residential Zone standards provide a significant impediment to the development of modern and efficient residential units. In this case, there will be three separate parcels held together as one for a single building site. The MMC allows one unit per 3,000 square feet of lot area; therefore, the site could only yield 24 units under the density standards. There are currently 41 units located on the project site, almost double the number permitted under the MMC. Utilizing the Planned Development approval, the project will exceed the permitted density and propose 140 units (including 30 units affordable to lower-income households) at a density of approximately 83 units per acre. This density is consistently found in many communities in the region. Project A's design and layout are efficient and self-contained with on-site amenities and parking.

The MMC allows a maximum of 1 bedroom per 1,000 square feet of lot area; therefore, the site could only yield 74 bedrooms under this standard. Project A would include a total of 237 bedrooms, exceeding this limit. The project includes a mix of studio, one-, two-, and three-bedroom units and units will range in size as follows: 616 square feet for the studio units; one-bedroom units from 730 square feet to 900 square feet; two-bedroom units from 1,100 square feet to 1,500 square feet; and three-bedroom units from 1,472 to 1,780 square feet. These unit sizes are ample and spacious for the market and match or exceed square footages seen in similar projects. The building is integrated into the landscape and takes into account the sloping topography, unique shape of the lot, and constrained access to the site from Poplar Avenue. Applying the MMC standards for density and bedroom count would negatively impact the unit count and unit sizes of the project and discourage flexibility and design innovation of the project floor plans, ultimately reducing the number, variety, and quality of units that could be provided.

Per the MMC, the maximum lot coverage is 60%. Lot coverage standards exist to regulate the number and size of structures on a lot to allow for open space and adequate light and ventilation. Typically, lot coverage represents the percentage of building area-generally measured by the building footprint or roof lines as a proportion to the land area of the site. The existing site is developed with structures of varying sizes and shapes and currently has a lot coverage of approximately 42%. The proposed project would have a lot coverage of 57%, in compliance with the MMC standard.

The maximum height allowed in the R-3 zone is 25 feet. The Planned Development is proposing to exceed the permitted height of 25 feet. The MMC height regulation is overly restrictive and is lower than the height limit of 35 feet set forth in Single Family Residential (R-1) zones. The height of the proposed building is 47 feet, as measured under the MMC, and does not include stepbacks. The topography of the site slopes to the south and east, necessitating the zoning code deviations sought through the Planned Development for the project to integrate all parking, open space, and amenities into one cohesive

building. The south elevation of the proposed building would be partially obscured from Whittier Boulevard due to southward sloping conditions including the closed off but non-vacated portion of Poplar Avenue and existing buildings along the street. The site to the east immediately abutting the project is significantly lower in elevation and views of the proposed building would be partially obstructed by an existing retaining wall on that site. The building setbacks and articulation will serve to adequately relate the building to adjacent properties.

The MMC requires a minimum open space of 150 square feet for private open space and 100 square feet for common open space and a total of 300 square feet per unit thus requiring 42,000 square feet in total. The nature of the topography of the site and its shape precludes the project from providing the MMC minimum required open space or meeting the minimum open space distribution between private and common open space; therefore, the project requests an approximate 25% reduction in required open space and would provide a total of 31,360 square feet of open space. The requested open space reduction is appropriate because the project would still provide ample private and public on-site open space, especially compared to the existing development which includes very little on-site open space. The project features state-of-the-art amenities, including balconies for each unit, a courtyard with a pool, water feature, kids play area, barbeques, cabanas, seating areas, cabanas, and a solar panel zone designed for installation for future solar panels. Therefore, the project provides abundant and high-quality open space and recreation areas for residents and the triangular design of the building with a large central open courtyard will provide all units in the building ample light and ventilation.

Pursuant to the State of California's Density Bonus Law (Cal. Govt. Code Section 65915), because the project would include at least 10% of the units for lower-income households, the project is not required to provide more than one on-site parking space per studio unit and one-bedroom unit, and 1.5 on-site parking spaces per two-bedroom unit and three-bedroom units (including parking for persons with a disability and guest parking). Based on these ratios, Project A is required to provide a minimum of 182 total parking spaces. The project will exceed this requirement and provide a total of 298 parking spaces located in two subterranean levels. In addition, the project will provide 14 short-term bicycle racks and 140 long-term bicycle racks. The proposed building provides an efficient design and layout considering the site constraints and is designed to be fully self-contained as it relates to parking including the use of tandem and compact parking spaces. The project would include the approval of a Parking Management Plan for the tandem and compact parking spaces. Public transportation options exist for residents of the project. For example, Project Site A is located within 1,000 feet of a Montebello Bus Lines #10 line stop and the Montebello Transportation Department administers a "Dial a Taxi" program to residents that are disabled or over age 62. Finally, the project is well-served by other modes of public transportation including Metro Bus lines and offers its residents many choices for access to the aforementioned bike parking and to ride-share services.

The MMC requires building setbacks of 20 feet from the front property line, 5 feet along the side yard setback and 10 feet from the rear yard property line. The MMC also requires a one-foot stepback for every three feet over 15 feet. In this case, the project meets all the required building setbacks, except it does not include the one-foot stepback. The setbacks and building facades and elevations are sufficient given the building's contemporary Mediterranean architectural style and inviting residential appearance, main entryway to the courtyard with a direct visual line of sight, and abundant landscaping along the front setback. If the stepback requirement were observed, it would require the reduction of the courtyard area and would reduce the overall number of units.

The MMC requires 100 cubic feet of storage per residential unit. The building's subterranean garage is the most efficient and effective location for these storage units given the site topographical and access constraints. The project offers storage units for each unit in the building conveniently located at both garage levels. The project includes storage units that are generally stacked and include 136.9 cubic feet per unit. In addition, each residential unit has ample interior closet space offsetting the need for such extensive storage requirements.

The MMC requires trash areas for multiple-family dwellings to provide the equivalent of not less than seventy-five gallon capacity container per dwelling unit. Where commercial trash containers (three cubic yards or more) are used, one container is required for every seven dwelling units and trash areas are required to be located within one hundred fifty feet of the units which they serve. Under the MMC, the project would be required to provide 20 commercial trash containers, and the project includes trash rooms with trash bin areas located at three locations in the upper parking level with a total of 24 trash bins. These bins are served by trash chutes for convenient and easy access by the residents. The project will have frequent trash pickup throughout the week to ensure that the project's trash demands are adequately served. With 24 commercial trash bins and frequent trash pickup service, the project will include adequate trash facilities.

The project will be fully code compliant with all applicable fire/life/safety and California Title 24 building energy efficiency standards. In addition, the project will be responsible for paying all applicable fees and will upgrade all utilities and infrastructure to serve the projects thereby not negatively impacting the surrounding area or the City as a whole. The new construction will positively enhance property values and the property tax base of the City.

With approval of the Planned Development, Project A will be in compliance with the MMC.

Project B

Project Site B comprises two parcels with approximately 12,500 square feet that is

rectangular-shaped. While the shape of the lot is not irregular, the density and other regulatory standards set forth in the R-3 Multiple Family Residential Zone would allow for the construction of a maximum of four units and as such is not conducive to the encouragement of reinvestment in housing stock. In this case, there will be two separate parcels held together as one for a uniform project.

The MMC allows one unit per 3,000 square feet of lot area; therefore, the site could only yield four units under the density standards and allows bedroom per 1,000 square feet of lot area. The site is currently improved with two single-family residences. Utilizing the Planned Development approval, the project will exceed the permitted density and propose 16 units (including 2 units affordable to lower-income households) at a density of approximately 56 units per acre. This density is consistently found in many communities in the region. Project B's design and layout are efficient and self-contained with on-site amenities and parking. The MMC allows a maximum of 1 bedroom per 1,000 square feet of lot area; therefore, the site could only yield 12 bedrooms under this standard. Project A would include a total of 30 bedrooms, exceeding this limit. The project includes a mix of one-, two-, and three-bedroom units and unit will range in size as follows: 825 square feet for the one-bedroom units; 891 square feet to 1,083 feet for the two-bedroom units; and 1,179 square feet for the three-bedroom units. These unit sizes are ample and spacious for the market and match or exceed square footages seen in similar projects. The building is integrated into the landscape and takes into account the small size and limited access to the site from Poplar Avenue and the alley. Applying the MMC standards for density and bedroom count would negatively impact the unit count and unit sizes of the project and discourage flexibility and design innovation of the project floor plans, ultimately reducing the number, variety, and quality of units that could be provided.

Per the MMC, the maximum lot coverage is 60%. Lot coverage standards exist to regulate the number and size of structures on a lot to allow for open space and adequate light and ventilation. Typically, lot coverage represents the percentage of building area-generally measured by the building footprint or roof lines as a proportion to the land area of the site. The building is designed as a single, integrated structure and meets the MMC side and rear yard setbacks. The project has a lot coverage of 74% which is necessary to accommodate the proposed density. The building is inviting and spacious and strict adherence to the lot coverage standard based on the site's small size would result in unique challenges that would compromise the integrity of the building's design and reduce the number of units that could be provided.

The maximum height allowed in the R-3 zone is 25 feet. The Planned Development is proposing to exceed the permitted height of 25 feet. The MMC height regulation is overly restrictive and is lower than the height limit of 35 feet set forth in Single Family Residential (R-1) zones. The height of the proposed building is 34 feet and 6 inches and 3 stories (including one parking level), as measured under the MMC, and does not include stepbacks.

All elevations of the building feature architectural details including brow pieces and trellis structures over the upper balconies, score lines on the walls, a decorative tile mansard roof, and vine pockets along the south and north elevations to soften the buildings appearance. The building setbacks and articulation will serve to adequately relate the building to adjacent properties.

The MMC requires a minimum open space of 150 square feet for private open space and 100 square feet for common open space and a total of 300 square feet per unit thus requiring 4,800 square feet in total. The small size of the site precludes the project from providing the MMC minimum required open space or meeting the minimum open space distribution between private and common open space; therefore, the project requests an approximate 25% reduction in required open space and would provide a total of 3,650 square feet of open space. The requested open space reduction is appropriate because the project would still provide ample private and public on-site open space. The project features state-of-the art, high-quality amenities including balconies for each unit and a rooftop deck with patio furniture.

Pursuant to the State of California's Density Bonus Law (Cal. Govt. Code Section 65915), because the project would include at least 10% of the units for lower-income households, the project is not required to provide more than one on-site parking space per studio unit and one-bedroom unit, and 1.5 on-site parking spaces per two-bedroom unit and three-bedroom units (including parking for persons with a disability and guest parking). Based on these ratios, Project A is required to provide a minimum of 22 total parking spaces. The project will exceed this requirement and provide a total of 30 parking spaces. The project will provide a combination of side-by-side and tandem parking spaces in a controlled tuck under garage. In addition, the project will provide 16 bicycle parking spaces. The proposed building provides an efficient design and layout considering the site constraints and is designed to be fully self-contained as it relates to parking including the use of tandem and compact parking spaces. The project would include the approval of a Parking Management Plan for the tandem and compact parking spaces. Public transportation options exist for residents of the project. For example, Project Site B is located within 1,000 feet of a Montebello Bus Lines #10 line stop and the Montebello Transportation Department administers a "Dial a Taxi" program to residents that are disabled or over age 62. Finally, the project is well-served by other modes of public transportation including Metro Bus lines and offers its residents many choices for access to the aforementioned bike parking and to ride-share services.

The MMC requires building setbacks of 20 feet from the front property line, 5 feet along the side yard setback and 10 feet from the rear yard property line. The MMC also requires a one-foot stepback for every three feet over 15 feet. In this case, the project exceeds the side yard setbacks. The front property line (east elevation facing Poplar Avenue) is proposed at 15 feet and the building does not include the one-foot stepback. The

15-foot setback is sufficient given the building's contemporary Mediterranean architectural style and inviting residential appearance, main entryway, and abundant landscaping along the front setback. If the stepback requirement were observed, it would require the reduction of the rooftop deck and would reduce the overall number of units. The rear yard setback is proposed at 5 feet where 10 feet is required; however, the rear yard faces the alley so the effective setback from the properties across the alley is 15 feet.

The MMC requires 100 cubic feet of storage per residential unit. The building's garage is the most efficient and effective location for these storage units given small size of the site. The project includes storage units that are stacked above the front ends of parking spaces and provide 100 cubic feet overall for each unit. In addition, each residential unit has ample interior closet space.

The MMC requires trash areas for multiple-family dwellings to provide the equivalent of not less than seventy-five gallon capacity container per dwelling unit. Where commercial trash containers (three cubic yards or more) are used, one container is required for every seven dwelling units and trash areas are required to be located within one hundred fifty feet of the units which they serve. Under the MMC, the project would be required to provide two commercial trash bins, and the project includes a dedicated trash and recycling area located at the ground level. The project will have frequent trash pickup throughout the week to ensure that the project's trash demands are adequately served. With a dedicated trash and recycling area and frequent trash pickup service, the project will include adequate trash facilities.

The project will be fully code compliant with all applicable fire/life/safety and California Title 24 building energy efficiency standards. In addition, the project will be responsible for paying all applicable fees and will upgrade all utilities and infrastructure to serve the projects thereby not negatively impacting the surrounding area or the City as a whole. The new construction will positively enhance property values and the property tax base of the City.

With approval of the Planned Development, the project on Project Site B will be in compliance with the MMC

B. That the proposed design for improvement is consistent with the general plan;

The projects and proposed design for improvement would be consistent with the City's General Plan.

One policy of the Land Use Element of the General Plan is that "Residential development of varying densities and housing types should be compatible among themselves and with adjacent commercial and industrial development". Another policy of the same

element states "Opportunities for a variety of living needs should be available in various locations throughout the City". For both project sites, separate parcels will be combined to form a single building site which in turn creates opportunities for excellence in design, site layout, and more efficient vehicular and pedestrian access. Both Project A and Project B are of high-quality architectural design and offer amenity-rich rental housing opportunities not commonly found in the City of Montebello. This would be consistent with the General Plan's policy of provide varying housing types and opportunities for a variety of living needs in the City.

A stated purpose of the 2016-2021 Housing Element is "to review development standards to improve site design, architectural quality, and livability of multi-family units". The 2016-2021 Housing Element contemplated updating the Zoning Standards for the R-3 zone to accommodate the additional housing needs identified in the Regional Housing Needs Assessment (RHNA); however, these revised standards have not been codified. The project design for both sites' layout is efficient and self-contained with on-site amenities and parking. The projects utilize efficient design concepts and are integrated into the neighborhood and are therefore compatible with the surrounding uses. In addition, the new residents will support and enhance demand for commercial services from the nearby business districts in the City.

Other stated purposes of the 2016-2021 Housing Element are "to minimize governmental constraints, market constraints, and environmental constraints that may impede the development of new housing," and "to address future housing needs by expanding housing opportunities in the City." The R-3 Multiple Family Residential Zone standards provide a significant impediment to the development of modern and efficient residential units. The projects would utilize the MMC's Planned Development provisions to achieve additional density and certain deviations from the R-3 development standards to expand housing opportunities in the City and meet the goals of the City's Housing Element. The projects would make a substantial contribution towards meeting the City's RHNA allocation, including its affordable housing allocation, consistent with the goals and policies of the General Plan Housing Element.

The projects would also support the following policies of the 2016-2021 Housing Element related to affordable housing:

> Policy 4.1. The City will continue to encourage the development of affordable housing throughout the community.
> Policy 4.5. The City will continue to encourage development of new housing in proximity to public services, transportation routes, and other community facilities.
> Policy 4.6. The City will encourage the establishment of a variety of affordability levels in multiple-projects.

Consistent with Policy 4.1, the projects would include a total of 32 units affordable to lower-income households (30 in Project A and 2 in Project B). Consistent with Policy 4.5, these units would be constructed in proximity to nearby public transportation routes and other community facilities. Consistent with Policy 4.6, the projects would be mixed-income projects with a variety of affordability levels, both market-rate and affordable to lower-income households

C. *That the proposed design for improvement will not have any significant adverse impact on the surrounding properties or on the general public welfare;*

Section 17.02.020 of the MMC, allows in part for the regulation of land uses to promote compatibility consistent with the needs of the respective land use type and to promote the public health, safety, welfare and general prosperity of the city and its residents. Both projects are of high-quality design and have a layout with a scale and massing harmonious with the area, and represent a significant reinvestment in the City.

The topography of the Project Site A slopes to the south and east, necessitating the zoning code deviations sought through the Planned Development for the project to integrate all parking, open space, and amenities into one cohesive building. The south elevation of the proposed building would be partially obscured from Whittier Boulevard due to southward sloping conditions including the closed off but non-vacated portion of Poplar Avenue and existing buildings along the street. The site to the east immediately abutting the project is significantly lower in elevation and views of the proposed building would be partially obstructed by an existing retaining wall on that site. While Project Site B is relatively flat, the small size of the site necessitates the zoning code deviations sought through the Planned Development for the project in order to integrate all parking, open space, and amenities into one cohesive building.

Both buildings' setbacks and articulation will serve to adequately relate the buildings to adjacent properties. Except for the relief being sought by the Planned Development approval to exceed in density and height, and the Parking Management Plan, both projects are designed to be fully compliant with the intent of the required codes and standards and will pay all required development-related fees. Both projects will be assets to the City, will address the severe shortage of quality housing (including quality affordable housing) in the rental market in the region with convenient access to the job market, and will provide the residents a greater variety of housing options (including affordable housing).

PARKING MANAGEMENT PLAN

The proposed project is requesting approval of a Parking Management Plan to allow tandem parking and compact parking as part of the multi-family projects.

Pursuant to Section 17.52.310 (B) of the MMC, a parking management plan may be approved or conditionally approved by the planning commission if the following findings can be made:

A. *The proposed use is consistent with the general plan, any applicable specific plans, and the general intent of the zoning code;*

The projects, including the proposed Parking Management Plan to allow self-managed tandem parking, would be consistent with the general intent of the zoning regulations and with the City's General Plan. The projects do not propose any subdivision and there is no applicable specific plan.

Per Section 17.02.020 of the MMC, the purpose of the zoning code is "to permit the most compatible use of land within the city, consistent with the needs of residential, commercial and industrial developments, and the promotion of the public health, safety, welfare and general prosperity of the city and its residents." Both projects are of the high-quality design and have a layout with a scale and massing harmonious with the area, and represent a significant reinvestment in the City. They would be compatible with the existing residential uses in the vicinity of the project sites, and would contribute to the City's residential needs.

One policy of the Land Use Element of the General Plan is that "Residential development of varying densities and housing types should be compatible among themselves and with adjacent commercial and industrial development". Another policy of the same element states "Opportunities for a variety of living needs should be available in various locations throughout the City". For both project sites, separate parcels will be combined to form a single building site which in turn creates opportunities for excellence in design, site layout, and more efficient vehicular and pedestrian access. Both Project A and Project B are of high-quality architectural design and offer amenity-rich rental housing opportunities not commonly found in the City of Montebello. This would be consistent with the General Plan's policy of provide varying housing types and opportunities for a variety of living needs in the City.

A stated purpose of the 2016-2021 Housing Element is "to review development standards to improve site design, architectural quality, and livability of multi-family units". The 2016-2021 Housing Element contemplated updating the Zoning Standards for the R-3 zone to accommodate the additional housing needs identified in the Regional Housing Needs Assessment (RHNA); however, these revised standards have not been codified. The project design for both sites' layout is efficient and self-contained with on-site amenities and parking. The projects utilize efficient design concepts and are integrated into the neighborhood and are therefore compatible with the surrounding uses. In addition, the new residents will support and enhance demand for commercial services from the

nearby business districts in the City.

Other stated purposes of the 2016-2021 Housing Element are "to minimize governmental constraints, market constraints, and environmental constraints that may impede the development of new housing," and "to address future housing needs by expanding housing opportunities in the City." The R-3 Multiple Family Residential Zone standards provide a significant impediment to the development of modern and efficient residential units. The projects would utilize the MMC's Planned Development provisions to achieve additional density and certain deviations from the R-3 development standards to expand housing opportunities in the City and meet the goals of the City's Housing Element. The projects would make a substantial contribution towards meeting the City's RHNA allocation, including its affordable housing allocation, consistent with the goals and policies of the General Plan Housing Element.

The projects would also support the following policies of the 2016-2021 Housing Element related to affordable housing:

> Policy 4.1. The City will continue to encourage the development of affordable housing throughout the community.
> Policy 4.5. The City will continue to encourage development of new housing in proximity to public services, transportation routes, and other community facilities.
> Policy 4.6. The City will encourage the establishment of a variety of affordability levels in multiple-projects.

Consistent with Policy 4.1, the projects would include a total of 32 units affordable to lower-income households (30 in Project A and 2 in Project B). Consistent with Policy 4.5, these units would be constructed in proximity to nearby public transportation routes and other community facilities. Consistent with Policy 4.6, the projects would be mixed-income projects with a variety of affordability levels, both market-rate and affordable to lower-income households

B. The surrounding properties will not be adversely affected by the approval of the proposed parking management plan;

The proposed building represents an efficient design and layout and is designed to be fully self-contained as it relates to parking, including through the use of tandem and compact parking spaces.

Approval of the proposed Parking Management Plan would not adversely affect surrounding properties. All vehicular parking for both projects would be located on-site and would be enclosed. All tandem and compact parking spaces would be self-managed by individual tenants.

C. The proposed parking management plan is appropriate for the proposed land use;

Self-managed tandem parking and use of compact parking spaces are typical and appropriate for multi-family residential developments with enclosed on-site parking. The projects are designed to make the most efficient use of each site. Due to site constraints and changes in topography, the buildings have been designed to be fully self-contained, including through the use of tandem and compact parking. Drive aisles have been designed to provide ample circulation and access. Public transportation options exist for residents of the project. The project sites are located within 1,000 feet of a Montebello Bus Lines #10 line stop and the Montebello Transportation Department administers a "Dial a Taxi" program to residents that are disabled or over age 62. Finally, the projects are well-served by other modes of public transportation including Metro Bus lines and offers its residents many choices for access to the aforementioned bike parking and to ride-share services.

D. That adequate off-street parking for customers, clients, visitors, and employees will be available for the proposed land use;

The projects are both multi-family residential buildings that will provide adequate parking for residents and guests. The buildings have been designed to be fully self-contained, including through the use of tandem and compact parking, to increase the amount of parking than could otherwise be provided without eliminating units. The projects include adequate short-term and long-term bicycle parking to supplement the vehicular parking. Therefore, adequate off-street parking will be available for the proposed land use.

E. The parking management plan includes provisions for periodic monitoring by the city to identify any problems associated with implementation of the plan and to adjust the plan as necessary. Any costs to the city incurred as a result of such monitoring shall be paid by the property owner upon request of the city.

As stated above, the proposed Parking Management Plan includes provisions for periodic monitoring by the city, and costs will be reimbursed by the property owner upon request of the city.

ENVIRONMENTAL

Case No. PC-2021-0008-PD-PMP-SPR is considered a "project," per the California Environmental Quality Act (CEQA) definition of a "project." The Planning Commission finds and recommends that the City Council determine and find that Project is exempt under CEQA per the California Public Resources Code (PRC) Section 21155.1 under the Sustainable Communities Project Exemption (SCPE) if the City Council finds, after conducting a public hearing, that the transit priority project

meets all of the requirements of subdivisions (a) and (b) and one of the requirements of subdivision (c). The Project is a transit priority project and meets the requirements of PRC Section 21155 subdivisions (a) and (b) and Section 21155.1 subdivisions (a) and (b) and one of the requirements of subdivision (c). Refer to "Attachment B" for additional findings and details on the Sustainable Communities Project Exemption, which are incorporated herein by this reference. Additionally, the Planning Commission's recommendation to the City Council is further exempt under CEQA because its recommendation will not result in a direct or reasonably foreseeable indirect or direct physical change in the environment and in light of the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and since it can be seen with certainty that there is no possibility that its recommendation to the City Council may have a significant effect on the environment, the Planning Commission's recommendation is not subject to CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

REPORTS RECEIVED

The application for PC-2021-0009-CUP was forwarded to the Fire Department, Police Department, Building Division, and Public Works Department for review, comments, and conditions. Comments were received from all divisions/departments and have been incorporated into the Conditions of the proposed Resolution ("Attachment A").

FISCAL IMPACT

None

PUBLIC NOTIFICATION

Pursuant to MMC Section 17.78 (Public Hearings, Notices, and Appeals), the following noticing was performed:

- On February 17, 2022, Public Hearing Notice was published in the Daily Journal (Whittier Daily News); and

- On February 17, 2022 Public Hearing Notice was mailed to all property owners within a 300-foot radius from the exterior boundaries of project site.

ATTACHMENTS:

A. Resolution for PC-2021-0008-PD-PMP-SPR
B. Sustainable Communities Strategy Exemption
C. Notice of Exemption
D. Development Agreement No. 04-21

ATTACHMENT A

CITY OF MONTEBELLO
PLANNING COMMISSION

RESOLUTION NO. 05-22

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVAL OF: A PLANNED DEVELOPMENT DISTRICT, A PARKING MANAGEMENT PLAN, A SITE PLAN REVIEW (CASE NO. PC-2021-008-PD-PMP-SPR);A DEVELOPMENT AGREEMENT (DA 04-21) AND RECOMMENDING ADOPTION OF A CEQA EXEMPTION (ENV NO. 04-22-CE) TO ALLOW THE CONSTRUCTION OF 140 DWELLING UNITS AT 116, 128, AND 136 N. POPLAR AVE ("PROJECT A") AND 16 DWELLING UNITS AT 129 AND 133 N. POPLAR AVE ("PROJECT B").

WHEREAS, the City of Montebello ("City") received an application from Magna & Magna, Inc. ("Applicant") for a Planned Development District ("PD"), Site Plan Review ("SPR"), and Parking Management Plan ("PMP") (Case No. PC-2021-0008-PD-PMP-SPR) to allow the construction of 156 apartment units combined with parking and related amenities ("Project") consisting of two (2) locations: 116 , 128 ,and 136 N. Poplar Avenue ("Project A") and 129, and 133 N. Poplar Avenue ("Project B"). Project A, consists of the construction of a four (4)-story residential building approximately 73,807 square feet with a hundred-forty (140) dwelling units, including thirty (30) affordable housing units, together with parking and related amenities. Project B, consists of the construction of a three (3)-story residential building approximately 12,500 square feet with sixteen (16) dwelling units, including two (2) affordable housing units, together with parking and related amenities; and

WHEREAS, pursuant to Section 17.38.010 of the Montebello Municipal Code ("MMC"), a PD is a master planning mechanism for the orderly development of larger parcels of land in residential, commercial and manufacturing zones where the existing underlying development standards do not functionally allow for reasonable development; and

WHEREAS, Section 17.38.070(F) of the MMC authorizes the Planning Commission and City Council to allow exceptions to standards or baseline development requirements in Planned Development Districts; and

WHEREAS, pursuant to Section 17.74.030 of the MMC, a SPR is required for all residential projects resulting in three or more dwelling units and for all commercial and industrial projects involving the construction of five thousand square feet or more of building area; and

WHEREAS, pursuant to Section 17.52.280 of the MMC, tandem, stacked, valet and attended off-street parking are subject to approval of a PMP by the planning commission; and

WHEREAS, the California Legislature adopted the "Development Agreement Statute," section 65864 of the Government Code, to strengthen the public planning process, encourage

private participation in comprehensive planning, and reduce the economic risk of development; and

WHEREAS, the City of Montebello (the "City") is authorized pursuant to the Development Agreement Statute to enter into development agreements with persons having legal or equitable interests in real property for the purpose of establishing certainty for both the City and the owner of the development process; and

WHEREAS, the Development Agreement Statute requires development agreements to be approved by an ordinance adopted by the City Council of the City of Montebello ("City Council"), and following public hearings conducted by the Planning Commission and the City Council; and

WHEREAS, the Applicant and the City have negotiated a development agreement in the form attached as Attachment X: "Draft Development Agreement No. 04-21" ("Development Agreement") to "An Ordinance of the City Council of the City of Montebello Approving a Development Agreement ("DA 04-21") between the City of Montebello and Magna & Magna, Inc.," as such ordinance is attached hereto this Resolution as Attachment X: "Draft Ordinance" (the "Ordinance"); and

WHEREAS, the Development Agreement ("DA No. 04-21") and Ordinance approving the Project are considered a "project" per the California Environmental Quality Act ("CEQA"); and

WHEREAS, the Application is a discretionary action of the City and a "project" within the meaning of the California Environmental Quality Act ("CEQA"), and the City of Montebello is the lead agency for the proposed Project; and

WHEREAS, consistent with the requirements of CEQA, the project is exempt under CEQA per the California Public Resources Code ("PRC") Section 21155.1 under the Sustainable Communities Project Exemption ("SCPE") if the City Council finds, after conducting a public hearing, that the transit priority project meets all of the requirements of subdivisions (a) and (b) and one of the requirements of subdivision (c). The Project is a transit priority project and meets the requirements of PRC Section 21155 subdivisions (a) and (b) and Section 21155.1 subdivisions (a) and (b) and one of the requirements of subdivision (c). Refer to "Attachment B" for additional details on the Sustainable Communities Project Exemption; and

WHEREAS, a duly noticed public hearing has been held, and the Planning Commission has received and considered the Application, staff presentations, recommendations, public testimony, and all other substantial evidence presented at the public hearing and included in the record for this matter; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the Planning Commission of the City of Montebello hereby finds, declares, and resolves as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are hereby incorporated as substantive findings of this Resolution.

SECTION 2. FINDINGS.

1. Based on the substantial evidence presented to and considered by the Planning Commission at the public hearing on the Application, the Planning Commission makes the following findings pursuant to Section 17.38.110 of the Montebello Municipal Code:

    a. Is in compliance with the provisions of MMC Chapter 17.38;

    The proposed Planned Development is in compliance with Chapter 17.38 of the Zoning Code. Consistent with MMC Section 17.38.010, the Planned Development would allow for flexibility in land use controls, as the existing underlying development standards do not functionally allow for reasonable development of the project sites. The projects proposed for Project Site A and Project Site B are in substantial compliance with the MMC; however, inefficiencies in the MMC do not recognize current residential building and market trends or site specific conditions. Therefore, relief is sought for certain development standards contained in the MMC through a Planned Development approval.

    As detailed below, consistent with MMC Chapter 17.38, the Planned Development would, among other things: provide for sound and efficient development of project sites with unique topographic land features and/or having irregular shape; allow the development of large residential projects in such a manner to ensure that the projects are consistent with the elements of the general plan, and to assure that the projects will be compatible with surrounding existing and proposed land uses; reduce or eliminate the rigidity, delays, and inequities that otherwise may result from the application of land use regulations; and encourage architectural design diversity and avoid monotony by allowing greater freedom in the design of architectural elements to provide access, light, open space, and amenities in an aesthetically pleasing manner. Consistent with MMC Section 17.38.040, the project sites comprising the Planned Development would have a total area of more than one-half acre. With approval of the Planned Development, the projects will be in compliance with the MMC.

    Project A
    Project Site A is an approximately 73,807 square foot trapezoidal irregularly-shaped site. The topography of the site trends downwards towards the south and east and presents unique challenges to the development of a MMC compliant, modern, and architecturally uniform

structure. This is reflected in the irregular and inefficient location of the current buildings including carports on the site. The R-3 Multiple Family Residential Zone standards provide a significant impediment to the development of modern and efficient residential units. In this case, there will be three (3)separate parcels held together as one for a single building site. The MMC allows one unit per 3,000 square feet of lot area; therefore, the site could only yield 24 units under the current density standards. There are currently 41 units located on the project site, almost double the number permitted under the MMC. As part of the required Planned Development approval, the project includes 140 units (including 30 units affordable to lower-income households) at a density of approximately 83 units per acre. This density is consistently found in many communities in the region. Project A's design and layout are efficient and self-contained with on-site amenities and parking.

The MMC allows a maximum of 1 bedroom per 1,000 square feet of lot area; therefore, the site could only yield 74 bedrooms under this standard. Project A would include a total of 237 bedrooms, exceeding this requirement. The project includes a mix of studio, one, two, and three-bedroom units and units that will range in size as follows: 616 square feet for the studio units; one-bedroom units from 730 square feet to 900 square feet; two-bedroom units from 1,100 square feet to 1,500 square feet; and three-bedroom units from 1,472 to 1,780 square feet. These unit sizes are ample and spacious for the market and match or exceed square footages seen in similar projects. The building is integrated into the landscape and takes into account the sloping topography, unique shape of the lot, and constrained access to the site from Poplar Avenue. Applying the MMC standards for density and bedroom count would negatively impact the unit count and unit sizes of the project and discourage flexibility and design innovation of the project floor plans, ultimately reducing the number, variety, and quality of units that could be provided.

Per the MMC, the maximum lot coverage in the R-3 Zone is 60%. Lot coverage standards exist to regulate the number and size of structures on a lot to allow for open space and adequate light and ventilation. Typically, lot coverage represents the percentage of building area-generally measured by the building footprint or roof lines as a proportion to the land area of the site. The existing site is developed with structures of varying sizes and shapes and currently has a lot coverage of approximately 42%. The proposed project would have a lot coverage of 57%, in compliance with the MMC standard.

The maximum height allowed in the R-3 zone is 25 feet. The Planned Development is proposing to exceed the permitted height of 25 feet. The MMC height regulation is overly restrictive and is lower than the height limits set forth in Single- Family Residential (R-1) zones. The height of the proposed building

is 47 feet and 4 stories, as measured under the MMC, and does not include stepbacks. The topography of the site slopes to the south and east, necessitating the zoning code deviations sought through the Planned Development for the project to integrate all parking, open space, and amenities into one cohesive building. The south elevation of the proposed building would be partially obscured from Whittier Boulevard due to southward sloping conditions including the closed off, but non-vacated portion of Poplar Avenue and existing buildings along the street. The site to the east immediately abutting the project is significantly lower in elevation and views of the proposed building would be partially obstructed by an existing retaining wall on that site. The building setbacks and articulation will serve to adequately relate the building to adjacent properties.

The MMC requires a minimum open space of 150 square feet per unit for private open space and 100 square feet per unit for common open space with a total of 300 square feet open space per unit thus requiring 42,000 square feet in total. The nature of the topography of the site and its shape precludes the project from providing the minimum open space distribution between private and common open space; therefore, the project requests an approximate 25% reduction in required open space and would provide a total of 31,360 square feet of open space. The requested open space reduction is appropriate because the project would still provide ample private and public on-site open space, especially compared to the existing development which includes very little on-site open space. The project features state-of-the-art amenities, including balconies for each unit, a courtyard with a pool, water feature, kids play area, barbeques, cabanas, seating areas, and a solar panel zone designed for the installation of future solar panels. Therefore, the project provides abundant open space and high-quality open space and recreation areas for residents, and the triangular design of the building with a large central open courtyard will provide all units in the building ample light and ventilation.

Pursuant to the State of California's Density Bonus Law (Cal. Govt. Code Section 65915), because the project would include at least 10% of the units for lower-income households, the project is not required to provide more than one on-site parking space per studio unit and one-bedroom unit, and 1.5 on-site parking space per two-bedroom unit and three-bedroom units (including parking for persons with a disability and guest parking). Per Section 17.52.050 of the MMC, the 140-unit project will require 327 off-street parking spaces. Based on the ratios provided under the State of California's Density Bonus Law, Project A is required to provide a minimum of 182 total parking spaces. The project will exceed this requirement and provide a total of 298 parking spaces located in two subterranean levels. In addition, the project will provide 14 short-term bicycle racks and 140 long-term bicycle racks.

The proposed building provides an efficient design and layout considering the site constraints and is designed to be fully self-contained as it relates to parking including the use of tandem and compact parking spaces. The project would include the approval of a Parking Management Plan for the tandem and compact parking spaces. Public transportation options exist for residents of the project. For example, Project Site A is located within 1,000 feet of a Montebello Bus Lines #10 line stop and the Montebello Transportation Department administers a "Dial a Taxi" program to residents that are disabled or over age 62. Finally, the project is well-served by other modes of public transportation including Metro Bus lines and offers its residents many choices for access to the aforementioned bike parking and to ride-share services.

The MMC requires building setbacks of 20 feet from the front property line, 5 feet along the side yard setback and 10 feet from the rear yard property line. The MMC also requires a one-foot stepback for every three feet over 15 feet. In this case, the project meets all the required building setbacks, except it does not include the one-foot stepback. The setbacks are building facades and elevations is sufficient given the building's contemporary Mediterranean architectural style and inviting residential appearance, main entryway to the courtyard with a direct visual line of sight, and abundant landscaping along the front setback. If the stepback requirements were observed, it would require the reduction of the courtyard area and would reduce the overall number of units.

The MMC requires 100 cubic feet of storage per residential unit. The building's subterranean garage is the most efficient and effective location for these storage units given the site topographical and access constraints. The project offers storage units for each unit in the building conveniently located at both garage levels. The project includes storage units that are generally stacked and include 136.9 cubic feet per unit. In addition, each residential unit has ample interior closet space offsetting the need for such extensive storage requirements.

The MMC requires trash areas for multiple-family dwellings to provide the equivalent of not less than seventy-five (75) gallon capacity container per dwelling unit. Where commercial trash containers (three cubic yards or more) are used, one container is required for every seven (7) dwelling units and trash areas are required to be located within one hundred fifty feet of the units which they serve. Under the MMC, the project would be required to provide twenty (20) commercial trash containers, and the project includes trash rooms with trash bin areas located at three locations in the upper parking level with a total of twenty-four (24) trash bins. These bins are served by trash chutes for convenient and easy access by the residents. The project will have frequent trash pickup service throughout the week to ensure that the project's trash demands are adequately served. With twenty-four (24) commercial trash bins

and frequent trash pickup service, the project will include adequate trash facilities.

The project will be fully code compliant with all applicable fire/life/safety and California Title 24 building energy efficiency standards. In addition, the project will be responsible for paying all applicable fees and will upgrade all utilities and infrastructure to serve the projects thereby not negatively impacting the surrounding area or the City as a whole. The new construction will positively enhance property values and the property tax base of the City. With approval of the Planned Development, Project A will be in compliance with the MMC.

Project B

Project Site B comprises two parcels with approximately 12,500 square feet that is rectangularly-shaped. While the shape of the lot is not irregular, the density and other regulatory standards set forth in the R-3 Multiple Family Residential Zone would allow for the construction of a maximum of four (4) units and as such is not conducive to the encouragement of reinvestment in housing stock. In this case, there will be two (2) separate parcels held together as one for a uniform project. The MMC allows one (1) unit per 3,000 square feet of lot area; therefore, the site could only yield four (4) units under the density standards and allows bedroom per 1,000 square feet of lot area. The site is currently improved with two (2) single-family residences. Utilizing the Planned Development approval, the project will exceed the permitted density and propose sixteen (16) units (including 2 units affordable to lower-income households) at a density of approximately fifty-six (56) units per acre. This density is consistently found in many communities in the region. Project B's design and layout are efficient and self-contained with on-site amenities and parking.

The MMC allows a maximum of one (1) bedroom per 1,000 square feet of lot area; therefore, the site could only yield twelve (12) bedrooms under this standard. Project A would include a total of thirty (30) bedrooms, exceeding this limit. The project includes a mix of one-, two-, and three-bedroom units and unit will range in size as follows: 825 square feet for the one-bedroom units; 891 square feet to 1,083 feet for the two-bedroom units; and 1,179 square feet for the three-bedroom units. These unit sizes are ample and spacious for the market and match or exceed square footages seen in similar projects. The building is integrated into the landscape and small size and

limited access to the site from Poplar Avenue and the alley. Applying the MMC standards for density and bedroom count would negatively impact the unit count and unit sizes of the project and discourage flexibility and design innovation of the project floor plans, ultimately reducing the number, variety, and quality of units that could be provided.

Per the MMC, the maximum lot coverage is 60%. Lot coverage standards exist to regulate the number and size of structures on a lot to allow for open space and adequate light and ventilation. Typically, lot coverage represents the percentage of building area-generally measured by the building footprint or roof lines as a proportion to the land area of the site. The building is designed as a single, integrated structure and meets the MMC side and rear yard setbacks. The project has a lot coverage of 74% which is necessary to accommodate the proposed density. The building is inviting and spacious and strict adherence to the lot coverage standard based on the site's small size would result in unique challenges that would compromise the integrity of the building's design and reduce the number of units that could be provided.

The maximum height allowed in the R-3 zone is 25 feet. The Planned Development is proposing to exceed the permitted height of 25 feet. The MMC height regulation is overly restrictive and is lower than the height limits set forth in Single Family Residential (R-1) zones. The height of the proposed building is 34 feet and 6 inches and three (3) stories (including one parking level), as measured under the MMC, and does not include stepbacks. All elevations of the building feature architectural details including brow pieces and trellis structures over the upper balconies, score lines on the walls, a decorative tile mansard roof, and vine pockets along the south and north elevations to soften the buildings appearance. The building setbacks and articulation will serve to adequately relate the building to adjacent properties.

The MMC requires a minimum open space of 150 square feet for private open space and 100 square feet for common open space and a total of 300 square feet per unit thus requiring 4,800 square feet in total. The small size of the site precludes the project from providing the MMC minimum required open space or meeting the minimum open space distribution between private and common open space; therefore, the project requests an approximate 25% reduction in required open space and would provide a total of 3,650 square feet of open space. The requested open space reduction is appropriate because the project would still provide ample private and public on-site open space. The project features state-of-the art, high-quality amenities including balconies for each unit and a rooftop deck with patio furniture.

Pursuant to the State of California's Density Bonus Law (Cal. Govt. Code Section 65915), because the project would include at least 10% of the units for lower-income households, the project is not required to provide more than one

on-site parking space per studio unit and one-bedroom unit, and 1.5 on-site parking spaces per two-bedroom unit and three-bedroom units (including parking for persons with a disability and guest parking). Per Section 17.52.050 of the MMC, the 16-unit project will require 37 off-street parking spaces Based on the ratios provided under the State of California's Density Bonus Law, Project A is required to provide a minimum of 22 total parking spaces. The project will exceed this requirement and provide a total of 30 parking spaces. The project will provide a combination of side-by-side and tandem parking spaces in a controlled tuck under garage. In addition, the project will provide 16 bicycle parking spaces. The proposed building provides an efficient design and layout considering the site constraints and is designed to be fully self-contained as it relates to parking including the use of tandem and compact parking spaces. The project would include the approval of a Parking Management Plan for the tandem and compact parking spaces. Public transportation options exist for residents of the project. For example, Project Site B is located within 1,000 feet of a Montebello Bus Lines #10 line stop and the Montebello Transportation Department administers a "Dial a Taxi" program to residents that are disabled or over age 62. Finally, the project is well-served by other modes of public transportation including Metro Bus lines and offers its residents many choices for access to the aforementioned bike parking and to ride-share services.

The MMC requires building setbacks of 20 feet from the front property line, five (5) feet along the side yard setback and 10 feet from the rear yard property line. The MMC also requires a one-foot stepback for every three (3) feet over 15 feet. In this case, the project exceeds the side yard setbacks. The front property line (east elevation facing Poplar Avenue) is proposed at fifteen (15) feet and the building does not include the one-foot stepback. The 15-foot setback is sufficient given the building's contemporary Mediterranean architectural style and inviting residential appearance, main entryway, and abundant landscaping along the front setback. If the stepback requirement were observed, it would require the reduction of the rooftop deck and would reduce the overall number of units. The rear yard setback is proposed at five (5) feet where ten (10) feet is required; however, the rear yard faces the alley so the effective setback from the properties across the alley is fifteen (15) feet.

The MMC requires 100 cubic feet of storage per residential unit. The building's garage is the most efficient and effective location for these storage units given small size of the site. The project includes storage units that are stacked above the front ends of parking spaces and provide 100 cubic feet overall for each unit. In addition, each residential unit has ample interior closet space.

The MMC requires trash areas for multiple-family dwellings to provide the equivalent of not less than seventy-five (75) gallon capacity container per dwelling unit. Where commercial trash containers (three cubic yards or more) are used, one container is required for every seven (7) dwelling units and trash areas are required to be located within one hundred fifty feet of the units which they serve. Under the MMC, the project would be required to provide two (2) commercial trash bins, and the project includes a dedicated trash and recycling area located at the ground level. The project will have frequent trash pickup throughout the week to ensure that the project's trash demands are adequately served. With a dedicated trash and recycling area and frequent trash pickup service, the project will include adequate trash facilities.

The project will be fully code compliant with all applicable fire/life/safety and California Title 24 building energy efficiency standards. In addition, the project will be responsible for paying all applicable fees and will upgrade all utilities and infrastructure to serve the projects thereby not negatively impacting the surrounding area or the City as a whole. The new construction will positively enhance property values and the property tax base of the City.

With approval of the Planned Development, the project on Project Site B will be in compliance with the MMC.

b. Is consistent with the subdivision regulations, with the general intent of the zoning regulations, with the general plan, and with any applicable specific plan;

The projects, including the proposed Planned Development with Density Overlay and Height Overlay, would be consistent with the general intent of the zoning regulations and with the City's General Plan. The projects do not propose any subdivision and there is no applicable specific plan.

Per Section 17.02.020 of the MMC, the purpose of the zoning code is "to permit the most compatible use of land within the city, consistent with the needs of residential, commercial and industrial developments, and the promotion of the public health, safety, welfare and general prosperity of the city and its residents." Both projects are of the high-quality design and have a layout with a scale and massing harmonious with the area, and represent a significant reinvestment in the City. They would be compatible with the existing residential uses in the vicinity of the project sites, and would contribute to the City's residential needs.

One policy of the Land Use Element of the General Plan is that "Residential development of varying densities and housing types should be compatible among themselves and with adjacent commercial and industrial

development". Another policy of the same element states "Opportunities for a variety of living needs should be available in various locations throughout the City". For both project sites, separate parcels will be combined to form a single building site which in turn creates opportunities for excellence in design, site layout, and more efficient vehicular and pedestrian access. Both Project A and Project B are of high-quality architectural design and offer amenity-rich rental housing opportunities not commonly found in the City of Montebello. This would be consistent with the General Plan's policy of provide varying housing types and opportunities for a variety of living needs in the City.

A stated purpose of the 2016-2021 Housing Element is "to review development standards to improve site design, architectural quality, and livability of multi-family units". The 2016-2021 Housing Element contemplated updating the Zoning Standards for the R-3 zone to accommodate the additional housing needs identified in the Regional Housing Needs Assessment (RHNA); however, these revised standards have not been codified. The project design for both sites' layout is efficient and self-contained with on-site amenities and parking. The projects utilize efficient design concepts and are integrated into the neighborhood and are therefore compatible with the surrounding uses. In addition, the new residents will support and enhance demand for commercial services from the nearby business districts in the City.

Other stated purposes of the 2016-2021 Housing Element are "to minimize governmental constraints, market constraints, and environmental constraints that may impede the development of new housing," and "to address future housing needs by expanding housing opportunities in the City." The R-3 Multiple Family Residential Zone standards provide a significant impediment to the development of modern and efficient residential units. The projects would utilize the MMC's Planned Development provisions to achieve additional additional density and certain deviations from the R-3 development standards to expand housing opportunities in the City and meet the goals of the City's Housing Element. The projects would make a substantial contribution towards meeting the City's RHNA allocation, including its affordable housing allocation, consistent with the goals and policies of the General Plan Housing Element.

The projects would also support the following policies of the 2016-2021 Housing Element related to affordable housing:

> *Policy 4.1. The City will continue to encourage the development of affordable housing throughout the community.*

Policy 4.5. The City will continue to encourage development of new housing in proximity to public services, transportation routes, and other community facilities.

Policy 4.6. The City will encourage the establishment of a variety of affordability levels in multiple-projects.

Consistent with Policy 4.1, the projects would include a total of 32 units affordable to lower-income households (30 in Project A and 2 in Project B). Consistent with Policy 4.5, these units would be constructed in proximity to nearby public transportation routes and other community facilities. Consistent with Policy 4.6, the projects would be mixed-income projects with a variety of affordability levels, both market-rate and affordable to lower-income households.

c. Is compatible with present and future development of the property within the immediate vicinity;

Project A

The maximum height allowed in the R-3 zone is 25 feet. The Planned Development is proposing to exceed the permitted height of 25 feet. The MMC height regulation is overly restrictive and is lower than the height limits set forth in Single Family Residential (R-1) zones. The height of the proposed building is 47 feet and 4 stories, as measured under the MMC, and does not include stepbacks. The topography of the site slopes to the south and east, necessitating the zoning code deviations sought through the Planned Development for the project to integrate all parking, open space, and amenities into one cohesive building. The south elevation of the proposed building would be partially obscured from Whittier Boulevard due to southward sloping conditions including the closed off but non-vacated portion of Poplar Avenue and existing buildings along the street. The site to the east immediately abutting the project is significantly lower in elevation and views of the proposed building would be partially obstructed by an existing retaining wall on that site. The building setbacks and articulation will serve to adequately relate the building to adjacent properties. Therefore, the project physically relates to the adjacent and surrounding properties in the vicinity.

Project B

The maximum height allowed in the R-3 zone is 25 feet. The Planned Development is proposing to exceed the permitted height of 25 feet. The MMC height regulation is overly restrictive and is lower than the height limits set forth in Single Family Residential (R-1) zones. The height of the proposed building is 34 feet and six inches and 3 stories (including one level of parking), as measured under the MMC, and does not include stepbacks. While the site

is relatively flat and rectangular-shaped, the small size of the site necessitates the zoning code deviations sought through the Planned Development for the project to integrate all parking, open space, and amenities into one cohesive building. The site abuts Poplar Avenue to the east, an alley to the west, two-story multi-family buildings to the north and while some of the adjoining properties to the south and east across the alley are improved with single-family homes, the building setbacks and articulation will serve to adequately relate the building to adjacent properties. Therefore, the project physically relates to the adjacent and surrounding properties in the vicinity.

As discussed above, given the building's contemporary Mediterranean architectural style and inviting residential appearance, and abundant landscaping along the front setback, the projects' setbacks are sufficient and would also be compatible with present and future development of property within the immediate vicinity.

d. Is consistent with the general peace, health, safety and general welfare;

Section 17.02.020 of the MMC, allows in part for the regulation of land uses to promote compatibility consistent with the needs of the respective land use type and to promote the public health, safety, welfare and general prosperity of the city and its residents. Both projects are of high-quality design and have a layout with a scale and massing harmonious with the area, and represent a significant reinvestment in the City.

The topography of the Project Site A slopes to the south and east, necessitating the zoning code deviations sought through the Planned Development for the project to integrate all parking, open space, and amenities into one cohesive building. The south elevation of the proposed building would be partially obscured from Whittier Boulevard due to southward sloping conditions including the closed off but non-vacated portion of Poplar Avenue and existing buildings along the street. The site to the east immediately abutting the project is significantly lower in elevation and views of the proposed building would be partially obstructed by an existing retaining wall on that site. While Project Site B is relatively flat, the small size of the site necessitates the zoning code deviations sought through the Planned Development for the project in order to integrate all parking, open space, and amenities into one cohesive building.

Both buildings' setbacks and articulation will serve to adequately relate the buildings to adjacent properties. Except for the relief being sought by the Planned Development approval to exceed in density and height, both projects are designed to be fully compliant with the intent of the required codes and

standards and will pay all required development-related fees. Both projects will be assets to the City, will address the severe shortage of quality housing (including quality affordable housing) in the rental market in the region with convenient access to the job market, and will provide the residents a greater variety of housing options (including affordable housing).

In addition, the projects would not adversely affect the general peace, health, safety, and welfare of surrounding residents, because the projects will be constructed in accordance with all applicable City regulations. Construction will occur within the permitted hours. Furthermore, the projects will comply with all Low Impact Development (LID) and building code requirements

e. That the permitted uses and development standards adopted as part of the Amended Precise Plan of Development will not be detrimental to present and potential surrounding uses, but will have a beneficial effect which could not have been adequately achieved under the pre-existing zoning district;

The projects proposed for Project Site A and Project Site B are in substantial compliance with the MMC; however, inefficiencies in the MMC do not recognize current residential building and market trends or site specific conditions. Therefore, relief is sought for certain development standards contained in the MMC through a Planned Development approval. With approval of the Planned Development, the projects will be in compliance with the MMC.

Project Site A is an approximately 73,807 square foot trapezoidal irregularly-shaped site. The topography of the site trends downwards towards the south and east and presents unique challenges to the development of a MMC compliant, modern, and architecturally uniform structure. This is reflected in the irregular and inefficient location of the current buildings including carports on the site. The MMC allows one unit per 3,000 square feet of lot area; therefore, the site could only yield 24 units under the density standards. There are currently 41 units located on the project site, almost double the number permitted under the MMC. Utilizing the Planned Development approval, the project will exceed the permitted density and propose 140 units (including 30 units affordable to lower-income households) at a density of approximately 83 units per acre This density is consistently found in many communities in the region. Project A's design and layout are efficient and self-contained with on-site amenities and parking. The building is integrated into the landscape and takes into account the sloping topography, unique shape of the lot, and constrained access to the site from Poplar Avenue. Applying the MMC standards for density would negatively impact the unit count of the project and discourage flexibility and design innovation of

the project floor plans, ultimately reducing the number of units that could be provided.

Project Site B comprises two parcels with approximately 12,500 square feet that is rectangularly-shaped. While the shape of the lot is not irregular, the density and other regulatory standards set forth in the R-3 Multiple Family Residential Zone would allow for the construction of a maximum of four units and as such is not conducive to the encouragement of reinvestment in housing stock. In this case, there will be two separate parcels held together as one for a uniform project. The MMC allows one unit per 3,000 square feet of lot area; therefore, the site could only yield four units under the density standards and allows bedroom per 1,000 square feet of lot area. The site is currently improved with two single-family residences. Utilizing the Planned Development approval, the project will exceed the permitted density and propose 16 units (including 2 units affordable to lower-income households) at a density of approximately 56 units per acre. This density is consistently found in many communities in the region. Project B's design and layout are efficient and self-contained with on-site amenities and parking. The building is integrated into the landscape and takes into account the small size and limited access to the site from Poplar Avenue and the alley. Applying the MMC standards for density would negatively impact the unit count of the project and discourage flexibility and design innovation of the project floor plans, ultimately reducing the number of units that could be provided.

The projects will be constructed in accordance with all pertinent building code requirements. Construction will occur during the permitted hours of operation. In addition, the projects will include energy and water efficient fixtures, LID appurtenances, bicycle racks, and designated areas for solar panels. The trips generated by the proposed project will not exceed the capacity of the adjacent streets, nor will the projects' trips result in a deterioration of any intersection levels of service. The new development will increase property values in the area and will assist the City in achieving its RHNA goals by providing necessary rental housing (including affordable housing). The implementation of the Planned Development is essential, because the current zoning conditions do not permit an increase in density. The existing conditions presently limit the City's ability to meet its RNHA targets. In addition, the 2016-2021 Housing Element contemplated updating the Zoning Standards for the R-3 zone to accommodate the additional housing needs identified in the RHNA; however, these revised standards have not been codified. The projects would make a substantial contribution towards meeting the City's RHNA allocation, and would also provide a substantial share of affordable housing, consistent with the goals and policies of the General Plan Housing Element.

For all of these reasons, the Planned Development will not be detrimental to present and potential surrounding uses, and will have beneficial effects which could not have been adequately achieved under the pre-existing zoning district.

f. That the proposed on-site streets and thoroughfares are adequate in size to accommodate the traffic volume generated by the proposed PD, and increased densities will not generate traffic in such amounts as to overload the street network outside the PD boundary;

The existing roadways are adequate in size to accommodate the projects' trip generation. According to the traffic impact analysis that was prepared for the project, each of the roadway segments nearest the project sites operate at a Level of Service (LOS) C or better, both with and without the project. As a result, the addition of project traffic would not result in any of the roadway segments exceeding their available capacities. In addition, the roadways are wide enough to accommodate construction and project traffic.

In addition, the projects will provide on-site bicycle parking, and public transportation options also exist for residents of the projects. For example, the project sites are located within 1,000 feet of a Montebello Bus Lines #10 line stop and the Montebello Transportation Department administers a "Dial a Taxi" program to residents that are disabled or over age 62. Finally, the projects are well-served by other modes of public transportation including Metro Bus lines. These alternative transportation options will reduce vehicle trips and further ensure that increased densities do not generate traffic that overloads the surrounding street network.

g. That the exceptions, if any, from the development standards of the zoning code are warranted by the design and amenities, as incorporated, are in accord with adopted policies of the planning commission and the city council;

As discussed in Finding 1 above, the projects would include certain exceptions from the development standards of the Zoning Code to provide high-quality architectural design and offer amenity-rich rental housing opportunities not commonly found in the City of Montebello, in addition to helping the City meet its housing needs.

At Project Site A, architectural projections at key locations along the building which create visual interest and articulation, both of which are desirable design features. At Project Site B, the building elevations will feature architectural details including brow pieces and trellis structures over the upper balconies, score lines on the walls, a decorative tile mansard roof, and vine pockets along the south and north elevations to soften the buildings appearance. The Planned Development for the projects will allow each building to integrate all

parking, open space, and amenities into one cohesive building for each project site.

The projects will include new LID appurtenances; energy and water efficient fixtures; bicycle parking; designated solar areas; abundant recreational amenities including a gym, pool, and children's play area; and electric vehicle charging stations.

The projects will assist the City in meeting or exceeding their RNHA allocation by providing more rental housing (including affordable housing) than the existing development standards would permit, consistent with the City's policies as identified in its General Plan

h. That the existing or proposed utility services and facilities are adequate for the proposed population densities and nonresidential uses; and

The two project sites are currently occupied by existing residential units. The implementation of the projects will result in an increase in water consumption and sewage and solid waste generation over the present conditions. Nevertheless, the new apartment units will be equipped with water and energy efficient fixtures and appliances. In addition, the two buildings will include a designated solar area for future solar panels. New utility lines will be provided to accommodate the increase in demand and usage for utility services. These new water and sewer lines will be large enough to accommodate the increase in volume of effluent discharged from the project area.

i. That the proposed buildings and structures are situated in such a manner to minimize impacting the privacy of existing abutting residential uses.

The new buildings at Project Site A and Project Site B will be adequately set back from the adjacent residential units.

The height of the proposed building at Project Site A is 47 feet and 4 stories, as measured under the MMC, and does not include stepbacks. The topography of the site slopes to the south and east, necessitating the zoning code deviations sought through the Planned Development for the project to integrate all parking, open space, and amenities into one cohesive building. The south elevation of the proposed building would be partially obscured from Whittier Boulevard due to southward sloping conditions including the closed off but non-vacated portion of Poplar Avenue and existing buildings along the street. The site to the east immediately abutting the project is significantly lower in elevation and views of the proposed building would be partially obstructed by an existing retaining wall on that site. The building setbacks and articulation will adequately relate the building to adjacent properties.

The height of the proposed building at Project Site B is 34 feet and six inches and 3 stories (including one level of parking), as measured under the MMC, and does not include stepbacks. While the site is relatively flat and rectangular-shaped, the small size of the site necessitates the zoning code deviations sought through the Planned Development for the project to integrate all parking, open space, and amenities into one cohesive building. The site abuts Poplar Avenue to the east, an alley to the west, two-story multi-family buildings to the north and while some of the adjoining properties to the south and east across the alley are improved with single-family homes, the building setbacks and articulation will serve to adequately relate the building to adjacent properties.

The projects' building setbacks and articulation will serve to minimize impacts on the privacy of existing abutting residential uses.

2. Pursuant to Section 17.74.070 of the MMC, before any site plan review shall be granted, all of the following findings must be made:

    a. That the proposed design for improvement complies with all requirements of the MMC;

    The projects proposed for Project Site A and Project Site B are in substantial compliance with the MMC; however, inefficiencies in the MMC do not recognize current residential building and market trends or site specific conditions. Therefore, relief is sought for certain development standards contained in the MMC through a Planned Development approval. With approval of the Planned Development, the projects will be in compliance with the MMC.

    <u>Project A</u>
    Project Site A is an approximately 73,807 square foot trapezoidal irregularly-shaped site. The topography of the site trends downwards towards the south and east and presents unique challenges to the development of a MMC compliant, modern, and architecturally uniform structure. This is reflected in the irregular and inefficient location of the current buildings including carports on the site. The R-3 Multiple Family Residential Zone standards provide a significant impediment to the development of modern and efficient residential units. In this case, there will be three separate parcels held together as one for a single building site. The MMC allows one unit per 3,000 square feet of lot area; therefore, the site could only yield 24 units under the density standards. There are currently 41 units located on the project site, almost double the number

permitted under the MMC. Utilizing the Planned Development approval, the project will exceed the permitted density and propose 140 units (including 30 units affordable to lower-income households) at a density of approximately 83 units per acre. This density is consistently found in many communities in the region. Project A's design and layout are efficient and self-contained with on-site amenities and parking.

The MMC allows a maximum of 1 bedroom per 1,000 square feet of lot area; therefore, the site could only yield 74 bedrooms under this standard. Project A would include a total of 237 bedrooms, exceeding this limit. The project includes a mix of studio, one-, two-, and three-bedroom units and units will range in size as follows: 616 square feet for the studio units; one-bedroom units from 730 square feet to 900 square feet; two-bedroom units from 1,100 square feet to 1,500 square feet; and three-bedroom units from 1,472 to 1,780 square feet. These unit sizes are ample and spacious for the market and match or exceed square footages seen in similar projects. The building is integrated into the landscape and takes into account the sloping topography, unique shape of the lot, and constrained access to the site from Poplar Avenue. Applying the MMC standards for density and bedroom count would negatively impact the unit count and unit sizes of the project and discourage flexibility and design innovation of the project floor plans, ultimately reducing the number, variety, and quality of units that could be provided.

Per the MMC, the maximum lot coverage is 60%. Lot coverage standards exist to regulate the number and size of structures on a lot to allow for open space and adequate light and ventilation. Typically, lot coverage represents the percentage of building area-generally measured by the building footprint or roof lines as a proportion to the land area of the site. The existing site is developed with structures of varying sizes and shapes and currently has a lot coverage of approximately 42%. The proposed project would have a lot coverage of 57%, in compliance with the MMC standard.

The maximum height allowed in the R-3 zone is 25 feet. The Planned Development is proposing to exceed the permitted height of 25 feet. The MMC height regulation is overly restrictive and is lower than the height limits set forth in Single Family Residential (R-1) zones. The height of the proposed building is 47 feet, as measured under the MMC, and does not include stepbacks. The topography of the site slopes to the south and east, necessitating the zoning code deviations sought through the Planned Development for the project to integrate all parking, open space, and amenities into one cohesive building. The south elevation of the proposed building would be partially obscured from Whittier Boulevard due to southward sloping conditions including the closed off but non-vacated portion

of Poplar Avenue and existing buildings along the street. The site to the east immediately abutting the project is significantly lower in elevation and views of the proposed building would be partially obstructed by an existing retaining wall on that site. The building setbacks and articulation will serve to adequately relate the building to adjacent properties.

The MMC requires a minimum open space of 150 square feet for private open space and 100 square feet for common open space and a total of 300 square feet per unit thus requiring 42,000 square feet in total. The nature of the topography of the site and its shape precludes the project from providing the MMC minimum required open space or meeting the minimum open space distribution between private and common open space; therefore, the project requests an approximate 25% reduction in required open space and would provide a total of 31,360 square feet of open space. The requested open space reduction is appropriate because the project would still provide ample private and public on-site open space, especially compared to the existing development which includes very little on-site open space. The project features state-of-the-art amenities, including balconies for each unit, a courtyard with a pool, water feature, kids play area, barbeques, cabanas, seating areas, cabanas, and a solar panel zone designed for installation for future solar panels. Therefore, the project provides abundant and high-quality open space and recreation areas for residents and the triangular design of the building with a large central open courtyard will provide all units in the building ample light and ventilation.

Pursuant to the State of California's Density Bonus Law (Cal. Govt. Code Section 65915), because the project would include at least 10% of the units for lower-income households, the project is not required to provide more than one on-site parking space per studio unit and one-bedroom unit, and 1.5 on-site parking spaces per two-bedroom unit and three-bedroom units (including parking for persons with a disability and guest parking). Based on these ratios, Project A is required to provide a minimum of 182 total parking spaces. The project will exceed this requirement and provide a total of 298 parking spaces located in two subterranean levels. In addition, the project will provide 14 short-term bicycle racks and 140 long-term bicycle racks. The proposed building provides an efficient design and layout considering the site constraints and is designed to be fully self-contained as it relates to parking including the use of tandem and compact parking spaces. The project would include the approval of a Parking Management Plan for the tandem and compact parking spaces. Public transportation options exist for residents of the project. For example, Project Site A is located within 1,000 feet of a Montebello Bus Lines #10 line stop and the Montebello Transportation Department administers a "Dial a Taxi" program to residents that are disabled or over age 62. Finally, the project is well-served by other

modes of public transportation including Metro Bus lines and offers its residents many choices for access to the aforementioned bike parking and to ride-share services.

The MMC requires building setbacks of 20 feet from the front property line, 5 feet along the side yard setback and 10 feet from the rear yard property line. The MMC also requires a one-foot stepback for every three feet over 15 feet. In this case, the project meets all the required building setbacks, except it does not include the one-foot stepback. The setbacks and building facades and elevations are sufficient given the building's contemporary Mediterranean architectural style and inviting residential appearance, main entryway to the courtyard with a direct visual line of sight, and abundant landscaping along the front setback. If the stepback requirement were observed, it would require the reduction of the courtyard area and would reduce the overall number of units.

The MMC requires 100 cubic feet of storage per residential unit. The building's subterranean garage is the most efficient and effective location for these storage units given the site topographical and access constraints. The project offers storage units for each unit in the building conveniently located at both garage levels. The project includes storage units that are generally stacked and include 136.9 cubic feet per unit. In addition, each residential unit has ample interior closet space offsetting the need for such extensive storage requirements.

The MMC requires trash areas for multiple-family dwellings to provide the equivalent of not less than seventy-five (75) gallon capacity container per dwelling unit. Where commercial trash containers (three cubic yards or more) are used, one container is required for every seven dwelling units and trash areas are required to be located within one hundred fifty feet of the units which they serve. Under the MMC, the project would be required to provide twenty (20) commercial trash containers, and the project includes trash rooms with trash bin areas located at three locations in the upper parking level with a total of twenty-four (24) trash bins. These bins are served by trash chutes for convenient and easy access by the residents. The project will have frequent trash pickup throughout the week to ensure that the project's trash demands are adequately served. With twenty-four (24) commercial trash bins and frequent trash pickup service, the project will include adequate trash facilities.

The project will be fully code compliant with all applicable fire/life/safety and California Title 24 building energy efficiency standards. In addition, the project will be responsible for paying all applicable fees and will upgrade all utilities and infrastructure to serve the projects thereby not negatively

impacting the surrounding area or the City as a whole. The new construction will positively enhance property values and the property tax base of the City.

With approval of the Planned Development, Project A will be in compliance with the MMC.

Project B

Project Site B comprises two parcels with approximately 12,500 square feet that is rectangular-shaped. While the shape of the lot is not irregular, the density and other regulatory standards set forth in the R-3 Multiple Family Residential Zone would allow for the construction of a maximum of four units and as such is not conducive to the encouragement of reinvestment in housing stock. In this case, there will be two separate parcels held together as one for a uniform project.

The MMC allows one (1) unit per 3,000 square feet of lot area; therefore, the site could only yield four units under the density standards and allows bedroom per 1,000 square feet of lot area. The site is currently improved with two single-family residences. Utilizing the Planned Development approval, the project will exceed the permitted density and propose sixteen (16) units (including 2 units affordable to lower-income households) at a density of approximately 56 units per acre. This density is consistently found in many communities in the region. Project B's design and layout are efficient and self-contained with on-site amenities and parking. The MMC allows a maximum of 1 bedroom per 1,000 square feet of lot area; therefore, the site could only yield twelve (12) bedrooms under this standard. Project A would include a total of thrity (30) bedrooms, exceeding this limit. The project includes a mix of one-, two-, and three-bedroom units and unit will range in size as follows: 825 square feet for the one-bedroom units; 891 square feet to 1,083 feet for the two-bedroom units; and 1,179 square feet for the three-bedroom units. These unit sizes are ample and spacious for the market and match or exceed square footages seen in similar projects. The building is integrated into the landscape and takes into account the small size and limited access to the site from Poplar Avenue and the alley. Applying the MMC standards for density and bedroom count would negatively impact the unit count and unit sizes of the project and discourage flexibility and design innovation of the project floor plans, ultimately reducing the number, variety, and quality of units that could be provided.

Per the MMC, the maximum lot coverage is 60%. Lot coverage standards exist to regulate the number and size of structures on a lot to allow for open space and adequate light and ventilation. Typically, lot coverage represents the percentage of building area-generally measured by the building

footprint or roof lines as a proportion to the land area of the site. The building is designed as a single, integrated structure and meets the MMC side and rear yard setbacks. The project has a lot coverage of 74% which is necessary to accommodate the proposed density. The building is inviting and spacious and strict adherence to the lot coverage standard based on the site's small size would result in unique challenges that would compromise the integrity of the building's design and reduce the number of units that could be provided.

The maximum height allowed in the R-3 zone is twenty-five (25) feet. The Planned Development is proposing to exceed the permitted height of twenty-five (25) feet. The MMC height regulation is overly restrictive and is lower than the height limits set forth in Single Family Residential (R-1) zones. The height of the proposed building is 34 feet and 6 inches and three (3) stories (including one parking level), as measured under the MMC, and does not include stepbacks. All elevations of the building feature architectural details including brow pieces and trellis structures over the upper balconies, score lines on the walls, a decorative tile mansard roof, and vine pockets along the south and north elevations to soften the buildings appearance. The building setbacks and articulation will serve to adequately relate the building to adjacent properties.

The MMC requires a minimum open space of 150 square feet for private open space and 100 square feet for common open space and a total of 300 square feet per unit thus requiring 4,800 square feet in total. The small size of the site precludes the project from providing the MMC minimum required open space or meeting the minimum open space distribution between private and common open space; therefore, the project requests an approximate 25% reduction in required open space and would provide a total of 3,650 square feet of open space. The requested open space reduction is appropriate because the project would still provide ample private and public on-site open space. The project features state-of-the art, high-quality amenities including balconies for each unit and a rooftop deck with patio furniture.

Pursuant to the State of California's Density Bonus Law (Cal. Govt. Code Section 65915), because the project would include at least 10% of the units for lower-income households, the project is not required to provide more than one on-site parking space per studio unit and one-bedroom unit, and 1.5 on-site parking spaces per two-bedroom unit and three-bedroom units (including parking for persons with a disability and guest parking). Based on these ratios, Project A is required to provide a minimum of twenty-two (22) total parking spaces. The project will exceed this requirement and provide a total of thirty (30) parking spaces. The project will provide a combination of side-by-side and tandem parking spaces in a controlled tuck under garage.

In addition, the project will provide sixteen (16) bicycle parking spaces. The proposed building provides an efficient design and layout considering the site constraints and is designed to be fully self-contained as it relates to parking including the use of tandem and compact parking spaces. The project would include the approval of a Parking Management Plan for the tandem and compact parking spaces. Public transportation options exist for residents of the project. For example, Project Site B is located within 1,000 feet of a Montebello Bus Lines #10 line stop and the Montebello Transportation Department administers a "Dial a Taxi" program to residents that are disabled or over age 62. Finally, the project is well-served by other modes of public transportation including Metro Bus lines and offers its residents many choices for access to the aforementioned bike parking and to ride-share services.

The MMC requires building setbacks of twenty (20) feet from the front property line, five (5) feet along the side yard setback and ten (10) feet from the rear yard property line. The MMC also requires a one-foot stepback for every three feet over fifteen (15) feet. In this case, the project exceeds the side yard setbacks. The front property line (east elevation facing Poplar Avenue) is proposed at fifteen (15) feet and the building does not include the one-foot stepback. The 15-foot setback is sufficient given the building's contemporary Mediterranean architectural style and inviting residential appearance, main entryway, and abundant landscaping along the front setback. If the stepback requirement were observed, it would require the reduction of the rooftop deck and would reduce the overall number of units. The rear yard setback is proposed at five (5) feet where ten (10) feet is required; however, the rear yard faces the alley so the effective setback from the properties across the alley is fifteen (15) feet.

The MMC requires 100 cubic feet of storage per residential unit. The building's garage is the most efficient and effective location for these storage units given small size of the site. The project includes storage units that are stacked above the front ends of parking spaces and provide 100 cubic feet overall for each unit. In addition, each residential unit has ample interior closet space.

The MMC requires trash areas for multiple-family dwellings to provide the equivalent of not less than seventy-five (75) gallon capacity container per dwelling unit. Where commercial trash containers (three cubic yards or more) are used, one container is required for every seven dwelling units and trash areas are required to be located within one hundred fifty (150) feet of the units which they serve. Under the MMC, the project would be required to provide two commercial trash bins, and the project includes a dedicated trash and recycling area located at the ground level. The project will have frequent trash pickup throughout the week to ensure that the project's trash demands

are adequately served. With a dedicated trash and recycling area and frequent trash pickup service, the project will include adequate trash facilities.

The project will be fully code compliant with all applicable fire/life/safety and California Title 24 building energy efficiency standards. In addition, the project will be responsible for paying all applicable fees and will upgrade all utilities and infrastructure to serve the projects thereby not negatively impacting the surrounding area or the City as a whole. The new construction will positively enhance property values and the property tax base of the City.

With approval of the Planned Development, the project on Project Site B will be in compliance with the MMC

b. That the proposed design for improvement is consistent with the general plan;

The projects and proposed design for improvement would be consistent with the City's General Plan.

One policy of the Land Use Element of the General Plan is that "Residential development of varying densities and housing types should be compatible among themselves and with adjacent commercial and industrial development". Another policy of the same element states "Opportunities for a variety of living needs should be available in various locations throughout the City". For both project sites, separate parcels will be combined to form a single building site which in turn creates opportunities for excellence in design, site layout, and more efficient vehicular and pedestrian access. Both Project A and Project B are of high-quality architectural design and offer amenity-rich rental housing opportunities not commonly found in the City of Montebello. This would be consistent with the General Plan's policy of provide varying housing types and opportunities for a variety of living needs in the City.

A stated purpose of the 2016-2021 Housing Element is "to review development standards to improve site design, architectural quality, and livability of multi-family units". The 2016-2021 Housing Element contemplated updating the Zoning Standards for the R-3 zone to accommodate the additional housing needs identified in the RHNA; however, these revised standards have not been codified. The project design for both sites' layout is efficient and self-contained with on-site amenities and parking. The projects utilize efficient design concepts and are integrated into the neighborhood and are therefore compatible with the surrounding uses. In

addition, the new residents will support and enhance demand for commercial services from the nearby business districts in the City.

Other stated purposes of the 2016-2021 Housing Element are "to minimize governmental constraints, market constraints, and environmental constraints that may impede the development of new housing," and "to address future housing needs by expanding housing opportunities in the City." The R-3 Multiple Family Residential Zone standards provide a significant impediment to the development of modern and efficient residential units. The projects would utilize the MMC's Planned Development provisions to achieve additional density and certain deviations from the R-3 development standards to expand housing opportunities in the City and meet the goals of the City's Housing Element. The projects would make a substantial contribution towards meeting the City's RHNA allocation, including its affordable housing allocation, consistent with the goals and policies of the General Plan Housing Element.

The projects would also support the following policies of the 2016-2021 Housing Element related to affordable housing:

> *Policy 4.1. The City will continue to encourage the development of affordable housing throughout the community.*
> *Policy 4.5. The City will continue to encourage development of new housing in proximity to public services, transportation routes, and other community facilities.*
> *Policy 4.6. The City will encourage the establishment of a variety of affordability levels in multiple-projects.*

Consistent with Policy 4.1, the projects would include a total of 32 units affordable to lower-income households (30 in Project A and 2 in Project B). Consistent with Policy 4.5, these units would be constructed in proximity to nearby public transportation routes and other community facilities. Consistent with Policy 4.6, the projects would be mixed-income projects with a variety of affordability levels, both market-rate and affordable to lower-income households

c. Tha the proposed design for improvement will not have any significant adverse impact on the surrounding properties or on the general public welfare;

Section 17.02.020 of the MMC, allows in part for the regulation of land uses to promote compatibility consistent with the needs of the respective land use type and to promote the public health, safety, welfare and general prosperity of the city and its residents. Both projects are of high-quality

design and have a layout with a scale and massing harmonious with the area, and represent a significant reinvestment in the City.

The topography of the Project Site A slopes to the south and east, necessitating the zoning code deviations sought through the Planned Development for the project to integrate all parking, open space, and amenities into one cohesive building. The south elevation of the proposed building would be partially obscured from Whittier Boulevard due to southward sloping conditions including the closed off but non-vacated portion of Poplar Avenue and existing buildings along the street. The site to the east immediately abutting the project is significantly lower in elevation and views of the proposed building would be partially obstructed by an existing retaining wall on that site. While Project Site B is relatively flat, the small size of the site necessitates the zoning code deviations sought through the Planned Development for the project in order to integrate all parking, open space, and amenities into one cohesive building.

Both buildings' setbacks and articulation will serve to adequately relate the buildings to adjacent properties. Except for the relief being sought by the Planned Development approval to exceed in density and height, and the Parking Management Plan, both projects are designed to be fully compliant with the intent of the required codes and standards and will pay all required development-related fees. Both projects will be assets to the City, will address the severe shortage of quality housing (including quality affordable housing) in the rental market in the region with convenient access to the job market, and will provide the residents a greater variety of housing options (including affordable housing).

3. Pursuant to Section 17.52.310 (B) of the MMC, a parking management plan may be approved or conditionally approved by the planning commission if the following findings can be made:

    a. The proposed use is consistent with the general plan, any applicable specific plans, and the general intent of the zoning code;

    The projects, including the proposed Parking Management Plan to allow self-managed tandem parking, would be consistent with the general intent of the zoning regulations and with the City's General Plan. The projects do not propose any subdivision and there is no applicable specific plan.

    Per Section 17.02.020 of the MMC, the purpose of the zoning code is "to permit the most compatible use of land within the city, consistent with the needs of residential, commercial and industrial developments, and the promotion of the public health, safety, welfare and general prosperity of

the city and its residents." Both projects are of the high-quality design and have a layout with a scale and massing harmonious with the area, and represent a significant reinvestment in the City. They would be compatible with the existing residential uses in the vicinity of the project sites, and would contribute to the City's residential needs.

One policy of the Land Use Element of the General Plan is that "Residential development of varying densities and housing types should be compatible among themselves and with adjacent commercial and industrial development". Another policy of the same element states "Opportunities for a variety of living needs should be available in various locations throughout the City". For both project sites, separate parcels will be combined to form a single building site which in turn creates opportunities for excellence in design, site layout, and more efficient vehicular and pedestrian access. Both Project A and Project B are of high-quality architectural design and offer amenity-rich rental housing opportunities not commonly found in the City of Montebello. This would be consistent with the General Plan's policy of provide varying housing types and opportunities for a variety of living needs in the City.

A stated purpose of the 2016-2021 Housing Element is "to review development standards to improve site design, architectural quality, and livability of multi-family units". The 2016-2021 Housing Element contemplated updating the Zoning Standards for the R-3 zone to accommodate the additional housing needs identified in RHNA; however, these revised standards have not been codified. The project design for both sites' layout is efficient and self-contained with on-site amenities and parking. The projects utilize efficient design concepts and are integrated into the neighborhood and are therefore compatible with the surrounding uses. In addition, the new residents will support and enhance demand for commercial services from the nearby business districts in the City.

Other stated purposes of the 2016-2021 Housing Element are "to minimize governmental constraints, market constraints, and environmental constraints that may impede the development of new housing," and "to address future housing needs by expanding housing opportunities in the City." The R-3 Multiple Family Residential Zone standards provide a significant impediment to the development of modern and efficient residential units. The projects would utilize the MMC's Planned Development provisions to achieve additional density and certain deviations from the R-3 development standards to expand housing opportunities in the City and meet the goals of the City's Housing Element. The projects would make a substantial contribution towards meeting the City's RHNA allocation,

including its affordable housing allocation, consistent with the goals and policies of the General Plan Housing Element.

The projects would also support the following policies of the 2016-2021 Housing Element related to affordable housing:

> *Policy 4.1. The City will continue to encourage the development of affordable housing throughout the community.*
> *Policy 4.5. The City will continue to encourage development of new housing in proximity to public services, transportation routes, and other community facilities.*
> *Policy 4.6. The City will encourage the establishment of a variety of affordability levels in multiple-projects.*

Consistent with Policy 4.1, the projects would include a total of 32 units affordable to lower-income households (30 in Project A and 2 in Project B). Consistent with Policy 4.5, these units would be constructed in proximity to nearby public transportation routes and other community facilities. Consistent with Policy 4.6, the projects would be mixed-income projects with a variety of affordability levels, both market-rate and affordable to lower-income households.

b. The surrounding properties will not be adversely affected by the approval of the proposed parking management plan;

The proposed building represents an efficient design and layout and is designed to be fully self-contained as it relates to parking, including through the use of tandem and compact parking spaces.

Approval of the proposed Parking Management Plan would not adversely affect surrounding properties. All vehicular parking for both projects would be located on-site and would be enclosed. All tandem and compact parking spaces would be self-managed by individual tenants.

c. The proposed parking management plan is appropriate for the proposed land use;

Self-managed tandem parking and use of compact parking spaces are typical and appropriate for multi-family residential developments with enclosed on-site parking. The projects are designed to make the most efficient use of each site. Due to site constraints and changes in topography, the buildings have been designed to be fully self-contained, including through the use of tandem and compact parking. Drive aisles have been designed to provide ample circulation and access. Public transportation options exist for residents

of the project. The project sites are located within 1,000 feet of a Montebello Bus Lines #10 line stop and the Montebello Transportation Department administers a "Dial a Taxi" program to residents that are disabled or over age 62. Finally, the projects are well-served by other modes of public transportation including Metro Bus lines and offers its residents many choices for access to the aforementioned bike parking and to ride-share services.

d. That adequate off-street parking for customers, clients, visitors, and employees will be available for the proposed land use;

The projects are both multi-family residential buildings that will provide adequate parking for residents and guests. The buildings have been designed to be fully self-contained, including through the use of tandem and compact parking, to increase the amount of parking than could otherwise be provided without eliminating units. The projects include adequate short-term and long-term bicycle parking to supplement the vehicular parking. Therefore, adequate off-street parking will be available for the proposed land use.

e. The parking management plan includes provisions for periodic monitoring by the city to identify any problems associated with implementation of the plan and to adjust the plan as necessary. Any costs to the city incurred as a result of such monitoring shall be paid by the property owner upon request of the city;

As stated above, the proposed Parking Management Plan includes provisions for periodic monitoring by the city, and costs will be reimbursed by the property owner upon request of the city;

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SECTION 3. CEQA. Pursuant to the California Environmental Quality Act (CEQA), Case No. PC-2021-0008-PD-PMP-SPR is considered a "project," per the CEQA definition of a "project." The Planning Commission finds and recommends that the City Council of the City of Montebello determine and find that the Project is exempt from CEQA per PRC Section 21155.1 under the Sustainable Communities Project Exemption (SCPE). The Project is a transit priority project and meets the requirements of PRC Section 21155 subdivisions (a) and (b) and Section 21155.1 subdivisions (a) and (b) and one of the requirements of subdivision (c). Refer to "Attachment B" for additional details and findings on the Sustainable Communities Project Exemption, which are incorporated herein by this reference. Additionally, the Planning Commission's recommendation to the City Council is further exempt under CEQA because its recommendation will not result in a direct or reasonably foreseeable indirect or direct physical change in the environment and in light of the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and since it can be seen with certainty that there is no possibility that the Planning Commission's recommendation to the City Council may have a

significant effect on the environment, Planning Commission's recommendation is not subject to CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

SECTION 4. RECOMMENDATIONS TO THE CITY COUNCIL. The Planning Commission hereby recommends that the City Council find, that the Project and Development Agreement is consistent with the goals, policies, and implementation measures set forth in the City's General Plan, in that it: achieves the General Plan goals of formulating a plan that is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting, and sufficient areas of development; and achieves the General Plan policy that residential development in the City be sited in appropriate locations according to need of the City and provide opportunities for a variety of living needs should be available in various locations throughout the City and are varying densities and housing types that should be compatible among themselves and with adjacent commercial and residential development. In doing so, it is the Planning Commission's recommendation that the City Council approve the Planned Development District, Parking Management Plan, Site Plan Review and Development Agreement associated with Case No. PC-2021-0008-PD-PMP-SPR subject to the conditions herein below.

SECTION 6. CONDITIONS. The Planning Commission recommends that the foregoing conditions of approval are necessary and appropriate.

A. Planning Division Conditions

1. The Applicant shall defend, indemnify, and hold harmless the City, its elected and appointed officials, agents, officers, and employees from any claim, action, or proceeding brought against the City, its elected and appointed officials, agents, officers, or employees arising out of, or which are related to the Applicant's project or application (collectively referred to as "proceedings"). The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities, and expenses incurred or awarded in connection with the proceedings whether incurred by the Applicant, the City and/or the parties initiating or bringing such proceedings. This indemnity provision shall include the Applicant's obligation to indemnify the City for all the City's costs, fees, and damages that the City incurs in enforcing the indemnification provisions set forth herein. The City shall have the right to choose its own legal counsel to represent the City's interest in the proceedings.

2. The development of the subject properties shall be consistent with all of the provisions of the Montebello Municipal Code (MMC), Approved Precise Plan of Development, Site Plan Review, and Parking Management Plan (Case No. PC-2021-0008-PD-PMP-SPR/ENV No. 04-22-CE), and the specifications of the City's Planning Division ("Planning Division" or "Planning Department").

3. Within thirty (30) days of the Planning Division transmittal of the Acceptance Form, the Applicant shall sign and return a copy of the Acceptance Form, agreeing to the conditions of approval and acknowledging that failure to comply with such conditions shall constitute

grounds for potential revocation of the permit approval. Failure to return the Acceptance Form within thirty (30) days shall constitute grounds for terminating the permit.

4. The Director of Planning & Community Development ("Director"), at any time, can call for a review of the approved conditions of approval at a duly noticed public hearing before the Planning Commission. These condition(s) may be modified, or new condition(s) added to reduce any impacts of the use.

5. The Applicant shall execute and record with the Los Angeles County a Covenant and Agreement to hold the abutting parcels located at 116,128, & 136 N. Poplar Ave (Project Site A) as one parcel and 129 & 133 N. Poplar Ave (Project Site B) as another parcel.

6. The Applicant shall enter into a Development Agreement (DA 04-21) with the City for the proposed Planned Development District (PC-2022-0008-PD-PMP-SPR).

7. The Applicant or successor in interest shall meet the applicable code requirements and all other City department regulations.

8. All applicable conditions of approval from previous entitlements on the property shall remain in full force and effect, unless otherwise specifically noted in this Resolution.

9. It is the responsibility of the Applicant to have all graffiti on the site removed within twenty-four (24) hours of its appearance, or be subject to citation from the City of Montebello Code Enforcement Division.

10. The Applicant will bear the full costs of all monitoring and inspection activities to be conducted by City staff, or its designated representative(s), as necessary to ensure compliance with the conditions of this Resolution.

11. Any change, expansion, intensification and/or modification to the proposed plans use, or mode of operations shall be subject to the review and approval by the Director who may take action or call for review by the Montebello Planning Commission ("Planning Commission") at a noticed public hearing.

12. This approval shall not supersede the approval of any other responsible agencies. The Applicant shall comply with all Federal, State and local laws.

13. The approval of this Planned Development (PC-2022-0008-PD-PMP-SPR) shall automatically expire if the rights granted are not exercised before March 1, 2023. Applicant shall be considered to have exercised its rights under this approval by having been issued a building permit by the City and Applicant actually commencing construction of the applicable Phase by completing the first required inspection.

14. The approval of this Precise Plan of Development (PC-2022-0008-PD-PMP-SPR /ENV No. 04-22-CE) can be extended not to exceed three (3) years with a written request by the property owner no less than thirty (30) days prior to the expiration date stating the reason and need for an extension and upon review and approval by the Director.

15. In the event of a violation of the conditions of approval, no further permits, licenses, approvals or certificates of occupancy shall be issued until such violation has been fully remedied.

16. Modification to Plans. Subsequent modifications to this approval shall be in conformance with the approved plans. The Director shall determine as to whether a modification to the project is allowed. The approval of such modification shall be provided in written format in the form deemed acceptable by the Director and City Attorney. Modifications which extend beyond the parameters of substantial conformance shall be subject to a Planned Development District amendment and/or new Site Plan Review, as determined by the Director. Any substantial change or modification to the proposed site plan shall be subject to review and approval by the Planning Commission.

17. The Applicant shall contact the Planning Division to arrange a Planning Inspection of the site prior to the release of occupancy/utilities. This inspection is to confirm that the conditions of approval and code requirements have been satisfied.

18. A copy of the approved Resolution shall be attached to the construction plans for any site improvement at the submittal of plans for plan check.

19. If at any time, a problem with fugitive dust arises, the Director may require a fugitive dust mitigation plan to be submitted and reviewed. The fugitive dust mitigation plan shall include a schedule of time and frequency of fugitive dust mitigation activities. Upon approval of the plan by the Director, the measures of the plan shall be implemented. This condition may require the developer to post a bond to ensure fugitive dust mitigation compliance.

20. The Director may, at any point, request remedy to fugitive dust and soil/mud spillage onto public rights-of-ways and adjacent properties due to inclement weather or other reasons.

21. All improvements to the subject property shall be in compliance with all City Ordinances.

22. The hours of construction shall be 7:00 a.m. to 8:00 p.m., Monday through Friday, and weekends and holidays 9:00 a.m. to 6:00 p.m. as restricted by the MMC Section 9.08.050.

23. The Applicant shall adhere to all residential development standards for the mitigation of noise as per MMC Section 17.22.110.

24. The street shall be swept at the end of the day if visible soil material is carried onto adjacent public sidewalks and paved roads.

25. Garage access shall be equipped with a secure door. The vehicular access-opening door shall be equipped with an automatic garage door opener.

26. Any parking space that fronts a building wall or fence with no separation between the front end of the parking space and the wall or fence, shall be provided with a concrete wheel stop or curb barrier not less than two (2) feet from such wall or fence property line. Such wheel stop or curb barrier shall be securely installed and maintained.

27. Minimum aisle widths and circulation shall be provided in accordance to the MMC Chapter 17.52- Off-street Parking requirements.

28. The site shall be attractively landscaped and maintained in accordance with the standards established in the MMC and to the satisfaction of the Planning Department.

29. Landscape and Irrigation Plan. Detailed landscape and irrigation plans, which meet the requirements set forth in the MMC shall be required as a part of the project Plan Check review and approval process. Permanent underground automated irrigation system must be provided for all landscaping on the site. Plans shall be forwarded to the Planning Division for final approval prior to issuance of building permits.

30. The landscape plan shall conform to the MMC requirements. Shrubs shall not be less than three (3) feet in height when planted and cover not less than thirty (30) percent of the landscaped area. All landscaping shall cover the designated planting areas from the outset.

31. All trees shall be at least twenty-four inch (24”) box or equivalent.

32. All landscape planters shall be surrounded by a six (6) inch concrete curb if adjacent to any public right-of-way or private road or sidewalk intended for public use.

33. A trash enclosure, if provided, shall be constructed of decorative masonry block or masonry block with decorative finish, such as stucco, and view-obscuring doors that are compatible with the main residence, subject to the final review and approval of the Planning Department. The Applicant shall reflect this requirement on the plans submitted for plan check.

34. All proposed utilities (Gas, Electricity, Communications, etc.) shall be placed underground. The Applicant shall reflect this requirement on plans submitted for “Plan Check”.

35. All outdoor utilities or machinery located outside the exterior walls, including roof-mounted equipment, shall be completely screened from view from any public right-of-way or adjacent residential use by either view obscuring landscaping or architectural features of the main building (i.e. parapet walls, façade extension, etc.), subject to the final review and approval of the Planning Department.

36. Any inevitable exposed wires shall be neatly bolted and painted to match the building color.

37. The proposed exterior colors and materials board shall be implemented as approved by the Planning Department based on the Planning Commission action. Any changes to the approved exterior colors and materials shall be subject to the review and approval of the Planning Department.

38. The Applicant shall submit a separate lighting plan (photometric study) during the plan check process, subject to the review and approval of the Montebello Police Department ("Police Department") and Planning Department.

39. The Applicant shall submit a detailed wall/fence plan which is consistent with the MMC and identifies the material(s), color(s), and dimensions of proposed fencing, subject to the review and approval of the Planning Department.

40. The Applicant shall provide a parking management plan for all assigned spaces, which will contain all notices, agreements, rules, assignments and regulations regarding tenant parking of vehicles within the project.

41. All buildings with third- and fourth-story window views overlooking adjacent residential properties shall be reviewed to ensure privacy windows are installed to protect surrounding neighbors. The Applicant shall be required to install privacy windows, and where appropriate and feasible shall also install landscaping, decorative wall extensions or any equivalent solution approved by the Director.

42. All outdoor recreation areas maintained by property owner shall be open from 8:00 a.m. to 10:00 p.m. (Pacific Standard Time). Any changes to the proposed hours shall be reviewed and approved by the Director.

43. Thirty (30) units within Project A and two (2) units whithin Project B shall be restricted to and available at affordable rent, adjusted for household size, to Lower Income Households (as defined in California Health and Safety Code Section 50079.5 and as periodically published by the California Department of Housing and Community Development for a term of fifty-five years (55).

B. <u>Building Division Conditions</u>

1. The 4-story apartment building (R-2 occupancy) shall be Type II-B or a higher type of construction, separated from the 2-story Type I-A subterranean garage (S-2 occupancy) by a 3-hour fire-resistance-rated horizontal assembly which shall also be of Type I-A construction.

2. The R-2 and S-2 occupancies shall be protected by NFPA 13 fire sprinklers throughout.

3. All of the apartment units are covered multifamily dwellings as defined in the Fair Housing Amendment Act and the California Building Code, subject to the requirements set forth in the Fair Housing Design Guidelines and Chapter 11A of the 2019 California Building Code.

4. Out of the 86 electric vehicle parking spaces, one (1) shall be van accessible, three (3) standard accessible, and three (3) ambulatory parking spaces.

5. At least 2 percent of the assigned parking spaces provided to residents shall be accessible. At least 5 percent of the unassigned parking spaces and visitor parking spaces shall be accessible.

C. Engineering Conditions

1. A traffic analysis report shall be submitted to the City for review and approval.[MM1]

2. A sewer capacity study shall be submitted to the City Department of Public Works and to the County of Los Angeles Sanitation district for review and approval.

D. Public Works Department Conditions

1. Low impact development (LID) requirements are required for city approval.

2. All broken, damaged, or substandard street improvements, shall be removed and replaced from property line to property line to the center of the street along the proposed project; such as: sidewalk, curb and gutter, driveway approach, and pavement.

    a. Grind 2” PCC Pavement and overlay with 2” AC from property line to property line to the center of the street along the proposed project or inlieu of grind and AC overlay deposit money for the cost of this improvement with the City for the future Street improvement.

3. Conduct a traffic and sewer study for the proposed development project.

4. Install new domestic water, fire and irrigation line.

5. Install a new gas line.

6. Install new sewer laterals to city sewer main with Wye connections (minimum 6” diameter, must be VCP).

7. Underground all overhead utilities entering/servicing the new development site.

8. Storm runoff mitigation measures are required.

9. Show all proposed curb drains.

10. Civil plan must shall all underground utility main lines on the street and adjacent to the project site.

11. Civil plan must show entire street right-of-way, on-site and off-site improvements including underground and overhead utility lines and all proposed and required right-of-way improvements.

E. Fire Department Conditions

1. Fire flow report based on 2019 Edition California Fire Code, Appendix B/BB.
2.
3. Provide proposed standpipe location and show hose pull distances do not exceed 150' feet.

4. Fire access plan based on 2019 Edition California Fire Code and local amendments.

5. When the height of a structure at the roof eaves exceeds 27 feet or the capability of the fire department to access the roof safely utilizing ground ladders, the location and width of access roadways shall be such that the truck mounted areal ladders may be utilized.

6. Aerial ladder access shall include the ability to maneuver apparatus, deploy outriggers and provide proper climbing angles.

7. Elevator shall meet requirements of 2019 Edition California Fire Code, Chapter 6, Building Services and Systems and California Code of Regulations, Title 8, Division 1, Chapter 4, Subchapter 6, Elevator Safety Orders.

8. Elevator will be required to be gurney compliant.

9. Knox Boxes shall be installed per the satisfaction of the Montebello Fire Department. Knox key switches for any mechanical security gates.

10. Fire flow report based on 2019 Edition California Fire Code, Appendix B/BB.

11. Provide proposed standpipe location and show hose pull distances do not exceed 150' feet.

12. Provide additional public hydrants to meet fire flow requirements.

13. Fire hydrant plan based on 2019 Edition California Fire Code and City of Montebello local amendments.

14. Underground fire main/fire sprinkler supply plan based on 2019 Edition California Fire Code and NFPA 13/24 and Montebello Fire Department's plan check submittal requirements and notes.

15. Fire Sprinkler Overhead plan based on 2019 Edition California Fire Code and NFPA 13/13R and Montebello Fire Department's plan check submittal requirements and notes.

16. Fire standpipe plan based on 2019 Edition California Fire Code and NFPA 14.

17. Fire Alarm plan based on 2019 Edition California Fire Code and NFPA 72 and Montebello Fire Department's plan check submittal requirements and notes.

18. Provide Carbon Monoxide detection in residential units.

19. Provide Carbon Monoxide in enclosed parking garage per 2019 Edition California Mechanical Code.

20. Project will meet requirements of 2019 Edition California Fire Code, Chapter 12, Energy Systems.

21. Fire extinguishers per 2019 Edition California Fire Code and CCR Title 19.

22. Additional requirements maybe added during the plan check process

PASSED AND ADOPTED this 1st day of March, 2022 by the Planning Commission.

Commissioner Lomeli:	( ) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Commissioner Aliksanian:	( ) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Commissioner Briseno:	( ) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Commissioner Cuevas:	( ) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Commissioner Ramirez:	( ) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN

_____
Alexandra Briseno, Chair

ATTEST:

_____
Joseph A. Palombi, Director
Planning & Community Development Department

CITY OF MONTEBELLO
Planning and Community Development Department
1600 W. Beverly Boulevard
Montebello, CA 90640
www.cityofmontebello.com

Sustainable Communities Project CEQA Exemption

Poplar Avenue Residential Development

LEAD AGENCY:
City of Montebello
Planning and Community Development Department
1600 W. Beverly Boulevard
Montebello, CA 90640

CONTACT PERSON:
Ms. Monica Rodriguez, Associate Planner
1600 West Beverly Boulevard, Montebello, CA 90640
(323) 887-1200 Extension 494

PROJECT ADDRESSES: Project A: 116, 128, and 136 North Poplar Avenue, Montebello, CA; Project B: 129 and 133 North Poplar Avenue, Montebello, CA

PROJECT DESCRIPTION: The Proposed Project will consist of two components, referred to herein as Project A and Project B. Project A will involve the construction of 140 apartment units (including 30 units affordable to lower-income households) within a 73,807 square foot development area, referred to as Project Site A. Project B will involve the construction of 16 units (including two units affordable to lower-income households) within a 12,500 square feet development area, referred to as Project Site B.

PROJECT SPONSOR/OWNER:
Mr. Mark Magna, President
Magna & Magna, Inc.
1520 Washington Boulevard, Suite 100
Montebello, CA 90640

PREPARED BY:
Parker Environmental Consultants
23822 Valencia Boulevard, Suite 301
Valencia, CA 91355

GENERAL PLAN DESIGNATION (Existing On-Site):
Project A: High Density Residential (HDR)
Project B: Medium Density Residential (MDR)

ZONING (Existing On-Site):
Project A: Multiple-Family Residential (R-3)
Project B: Multiple-Family Residential (R-3)

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Appendix

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Appendix B.1 ..... Project A Phase I Environmental Site Assessment
Appendix B.2 ..... Project B Phase I Environmental Site Assessment
Appendix C.1 ..... Project A Geotechnical Investigation Report
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Appendix D ..... Energy and Water Efficiency Compliance Memo

1.0 Description of Project

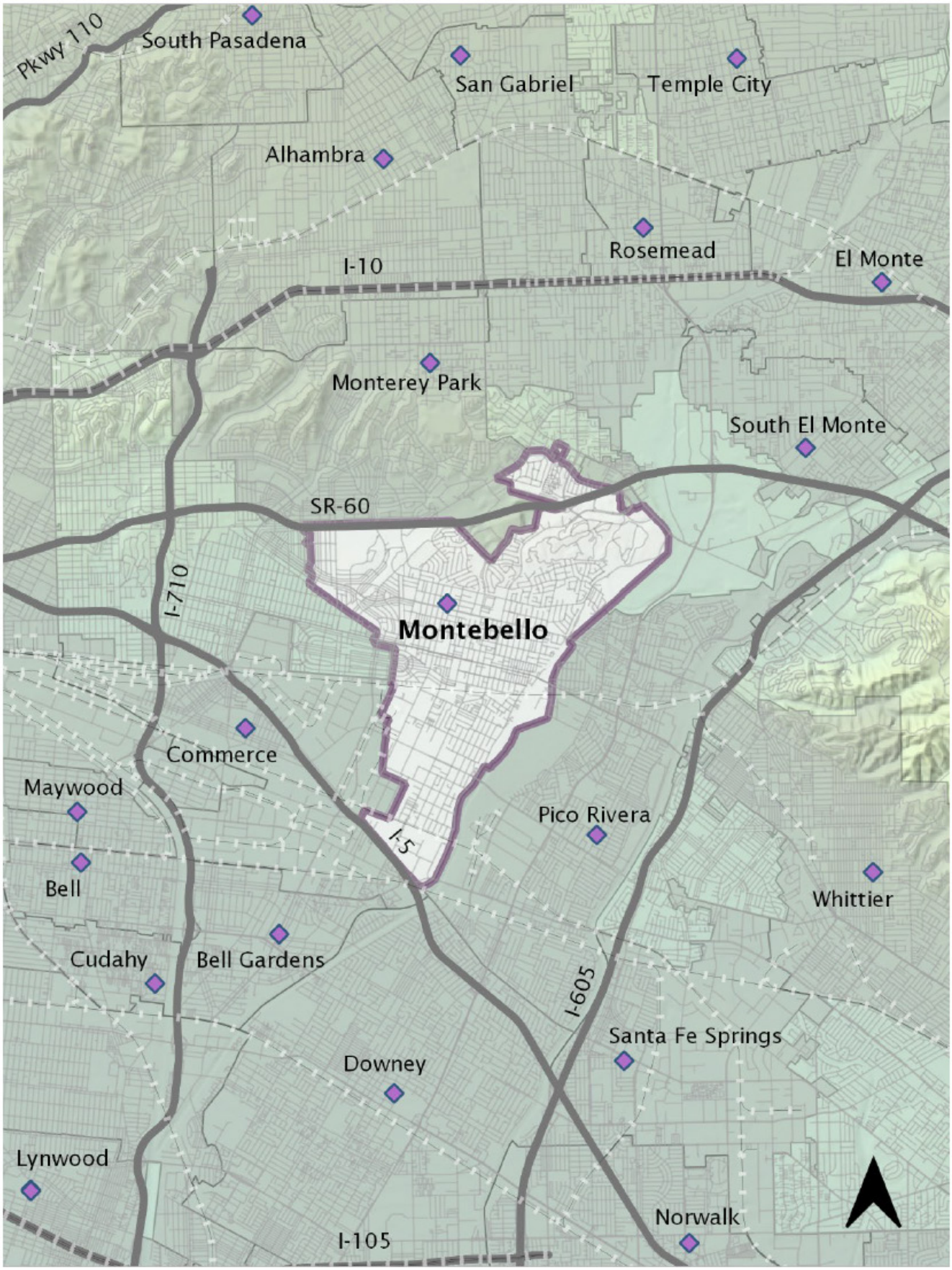
1.1 Introduction

The Proposed Project will consist of two components, referred to herein as Project A and Project B. Project A will involve the construction of 140 apartment units (including 30 units affordable to lower-income households) within a 73,807 square foot development site, referred to as Project Site A. Project B will involve the construction of 16 units (including two units affordable to lower-income households) within a 12,500 square foot development site, referred to as Project Site B.

1.2 Project Location

The Project Sites are located within the eastern portion of the City of Montebello. The City of Montebello is located six miles east of Downtown Los Angeles. The City of Montebello is bound on the north by the City of Rosemead and unincorporated County areas; on the south by the cities of Commerce and Pico Rivera; on the east by the City of Pico Rivera and the Whittier Narrows Dam Recreation Area; and on the west by the City of Commerce and unincorporated East Los Angeles. Regional access to the City is provided by the Pomona Freeway (State Route 60) and by the Santa Ana Freeway (Interstate 5). Major physiographic features in the vicinity of the Project Sites include: the Montebello Hills, located 1.3 miles to the north of the Project Sites; the Rio Hondo River, located 500 feet to the east of the Project Sites; the Puente Hills, located three miles to the east of the Project Sites; Whittier Narrows Dam, located 1.3 miles to the northeast of the sites; and the San Gabriel River, located 2 miles to the east of the Project Sites. The San Gabriel Mountains and Santa Ana Mountains are both visible from the Project Sites. The City's location in a regional context is provided in Figure 1, while a citywide map illustrating the location of the two Project Sites within the City is provided in Figure 2. A local map of the two Project Sites and the surrounding areas is shown in Figure 3.

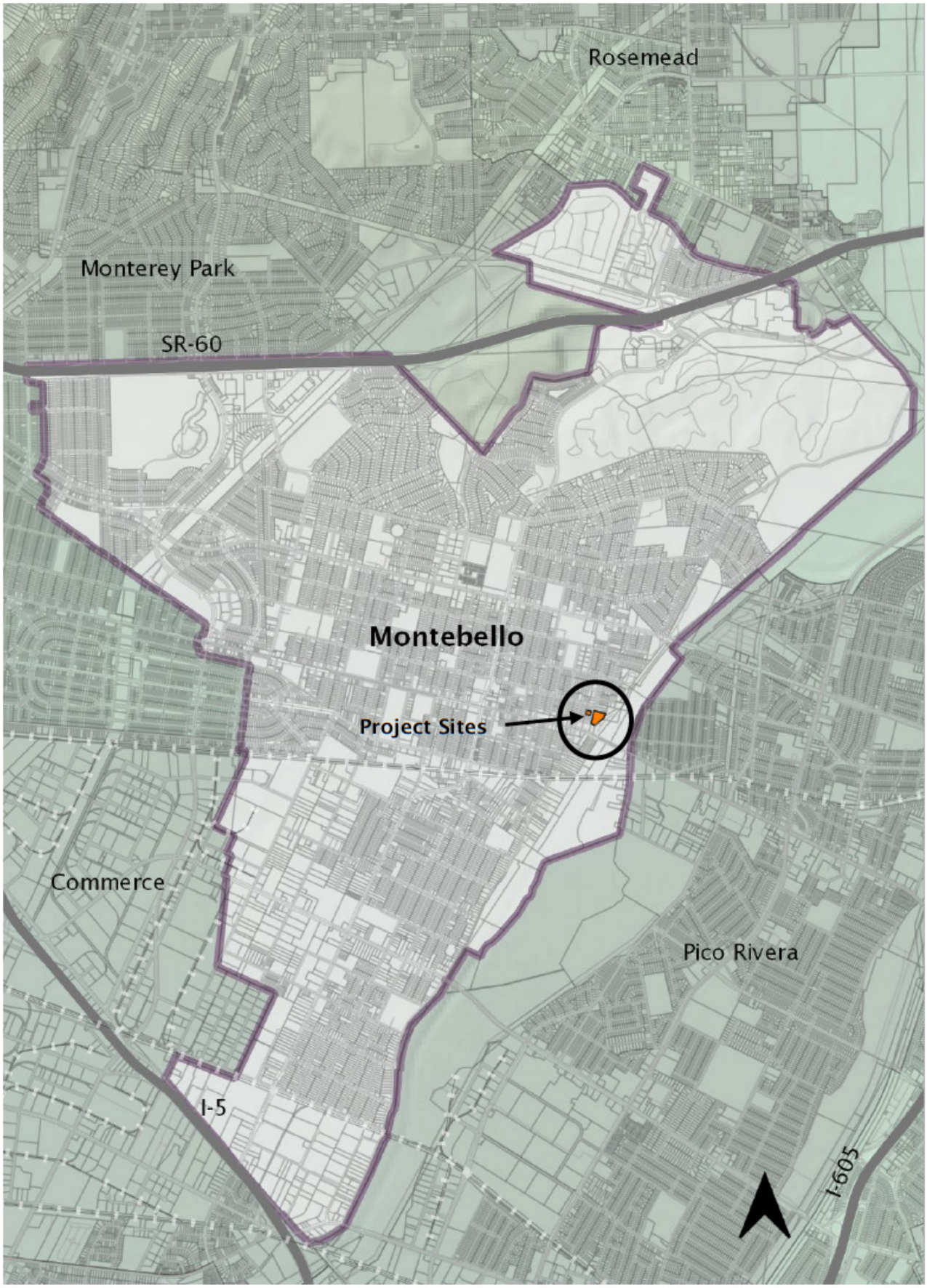
Major roadways in the vicinity of the two Project Sites include: Beverly Boulevard, located approximately 0.4 mile to the north of the Project Sites; Whittier Boulevard, located approximately 230 feet south of the Project Sites; Paramount Boulevard, located approximately 0.7 mile east of the Project Sites; and, Montebello Boulevard, located approximately 0.5 mile west of the Project Sites.



Source: Quantum GIS.

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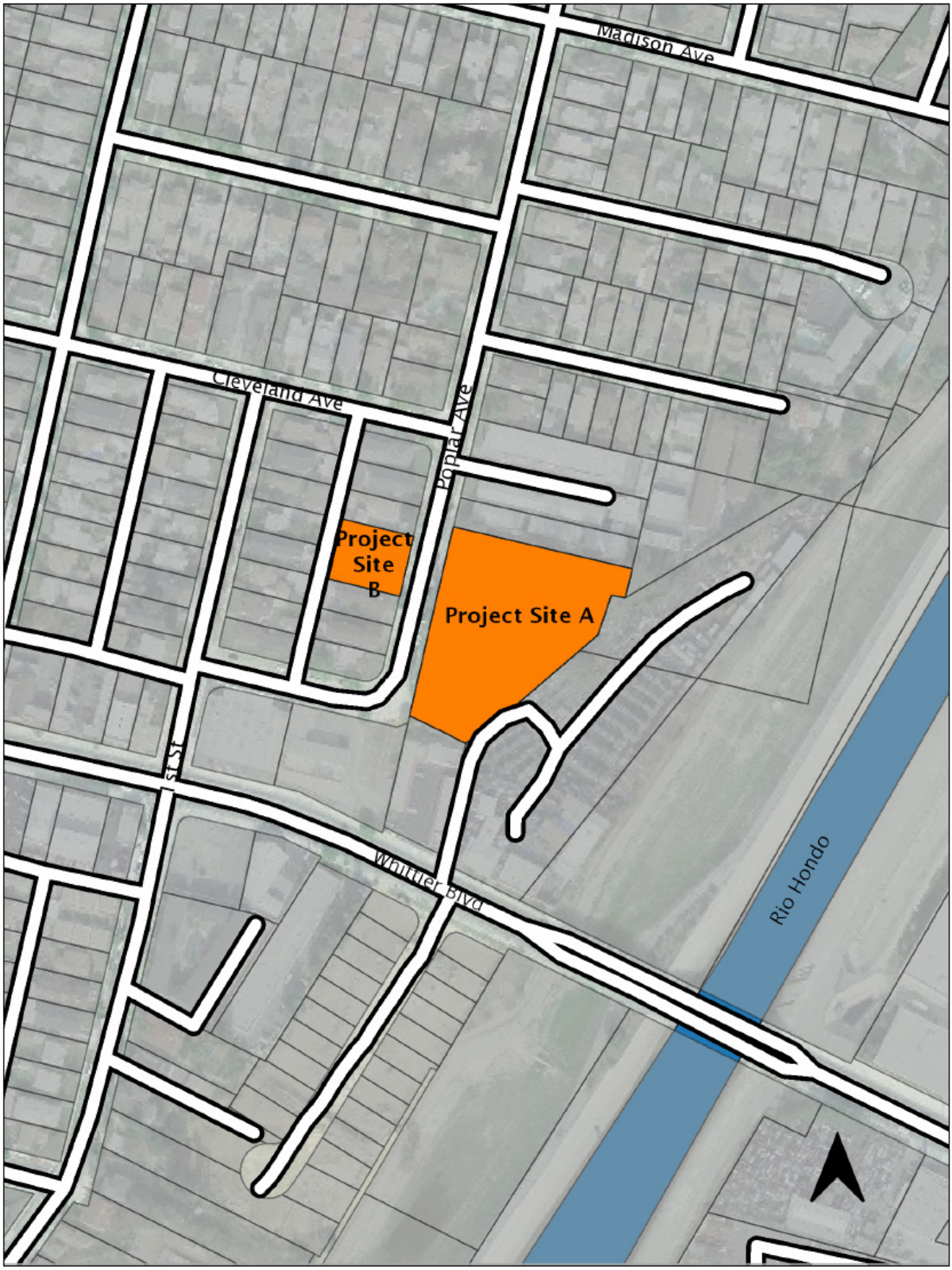
Figure 1
Regional Location Map



Source: Quantum GIS.

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Figure 2
Citywide Map



Source: Quantum GIS.

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Figure 3
Local Map

1.3 Environmental Setting

Existing Uses

Project Site A contains approximately 73,807 square feet of lot area and consists of three parcels that occupy frontage along the east side of Poplar Avenue. The 116 North Poplar Avenue parcel (Los Angeles County Assessor Parcel Number [APN] 6347-012-008) is occupied by four two-story apartment buildings containing 27 multifamily dwelling units and approximately 22,538 square feet of floor area. The 128 North Poplar Avenue parcel (APN 6347-011-019) is occupied by four single-family dwelling units and a two-story apartment complex containing eight multifamily dwelling units and approximately 11,101 square feet of floor area. The 136 North Poplar Avenue parcel (APN 6347-011-013) is occupied by two single-family dwelling units containing approximately 1,974 square feet of floor area.[1] As such, a total of 41 dwelling units currently occupy Project Site A.

Project Site B contains approximately 12,500 square feet of lot area and consists of two parcels that occupy frontage along the west side of Poplar Avenue. The 129 North Poplar Avenue parcel (APN 6346-020-012) is occupied by one approximately 1,233 square foot single-family dwelling unit. The 133 North Poplar Avenue parcel (APN 6346-020-013) is occupied by an approximately 1,090 square foot single-family dwelling unit.[2] As such, a total of two dwelling units currently occupy Project Site B.

Surrounding Land Uses

The Project Sites are located in the midst of an existing residential neighborhood. An aerial photograph is provided in Figure 4, below. The surrounding land uses and development are described in detail below:

- *North*. Multifamily residential uses abut the two Project Sites to the north.
- *South*. A motel abuts Project Site A to the south, and has frontage along Whittier Boulevard. A multifamily residential building containing four dwelling units abuts Project Site B to the south.
- *East*. Currently, there is a construction site to the east of Project Site A. This property would include the development of 80 townhomes. Poplar Avenue extends along the eastern boundary of Project Site B.
- *West*. Poplar Avenue extends along the western boundary of Project Site A, while an existing alley extends along the western boundary of Project Site B, with additional multifamily residential development located further to the west of this alley.

[1] *Los Angeles County Tax Assessor and the California Regional Multiple Listing Service.*
[2] *Los Angeles County Tax Assessor and the California Regional Multiple Listing Service.*

Current Zoning (Montebello Municipal Code [MMC] Chapter 17.04) for Surrounding Land Uses

Project Site A:
North: Multiple-family Residential (R-3)
South: General Commercial (C-2)
East: Light Manufacturing (M-1), Residential Agriculture (R-A), Multiple-family Residential (R-3)
West: Multiple-family Residential (R-3)

Project Site B:
North: Multiple-family Residential (R-3)
South: Multiple-family Residential (R-3), General Commercial (C-2)
East: Multiple-family Residential (R-3)
West: Multiple-family Residential (R-3)

Current Land Use (City of Montebello General Plan) for Surrounding Land Uses

Project Site A:
North: High Density Residential (HDR)
South: Boulevard Commercial (BC)
East: High Density Residential (HDR), General Commercial (GC)
West: Medium Density Residential (MDR)

Project Site B:
North: Medium Density Residential (MDR)
South: Boulevard Commercial (BC)
East: High Density Residential (HDR)
West: Medium Density Residential (MDR)



Source: CRMLS.

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Figure 4
Aerial Photograph

1.4 Project Description

Project Overview

A summary of the Proposed Project is provided in Table 1, Proposed Development Program, below.

Table 1
Proposed Development Program

Land Uses	Units
Project A (140 du)	
Studio	1 du
1-Bedroom	55 du
2-Bedroom	71 du
3-Bedroom	13 du
Restricted Affordable Housing	(30 du)
Building Height	47 feet
Open Space	31,360 sf
Vehicle Parking	298 spaces
Bicycle Parking	154 spaces
Project A Floor Area and Floor Area Ratio (FAR):	***170,161 sf*** [a] ***(FAR 2.31:1)***
Project B (16 du)	
1-Bedroom	4 du
2-Bedroom	10 du
3-Bedroom	2 du
Restricted Affordable Housing	(2 du)
Building Height	34 feet, 6 inches
Open Space	3,650 sf
Vehicle Parking	30 spaces
Bicycle Parking	16 spaces
Project B Floor Area and FAR:	***15,970 sf*** [a] ***(FAR 1.28:1)***

Notes: du = dwelling units; sf = square feet
[a] *Includes amenity space and common circulation areas.*
Source: GA Engineering, October 2021.

Project A Description

Project A involves the construction of 140 apartment units (including 30 units affordable to lower-income households) on a 1.69-acre (73,807 square foot) site. Project A will consist of the following elements: [3]

- *Building Overview – Project A*. The proposed apartment building will consist of four floors and will include 140 dwelling units (including 30 units affordable to lower-income households). In addition, two subterranean parking levels containing a total of 298 parking spaces will be provided. The building will have a total floor area of approximately 170,161 square feet and will have a height of 47 feet as measured from the street frontage. The project will have a Floor Area Ratio (FAR) of approximately 2.31:1, a lot coverage of 57%, and a density of approximately 83 units per acre.

- *First Floor – Project A*. The first floor will total 40,325 square feet and will contain 35 units ranging in size from 616 square feet to 1,780 square feet. Of the total units that will be provided, one unit will be a studio unit; 16 units will be equipped with one bedroom and one bathroom; 17 units will feature two bedrooms and two bathrooms; and one unit will consist of three bedrooms and two bathrooms. A number of amenities will be provided on the first-floor deck including the leasing office, a courtyard, swimming pool, gym, and children's play area.

- *Second Floor – Project A*. The second floor will total 43,279 square feet and will contain 35 units ranging in size from 730 square feet to 1,780 square feet. Of the total units that will be provided, 13 units will be equipped with one bedroom and one bathroom; 18 units will feature two bedrooms and two bathrooms; and four units will consist of three bedrooms and two bathrooms.

- *Third Floor – Project A*. The third floor will total 43,279 square feet and will contain 35 units ranging in size from 730 square feet to 1,780 square feet. Of the total units that will be provided, 13 units will be equipped with one bedroom and one bathroom; 18 units will feature two bedrooms and two bathrooms; and four units will consist of three bedrooms and two bathrooms.

- *Fourth Floor – Project A*. The fourth floor will total 43,279 square feet and will contain 35 units ranging in size from 730 square feet to 1,780 square feet. Of the total units that will be provided, 13 units will be equipped with one bedroom and

[3] *GA Engineering, Inc. 116, 128, & 136 North Poplar Avenue. Plans dated October 15, 2021.*

one bathroom; 18 units will feature two bedrooms and two bathrooms; and four units will consist of three bedrooms and two bathrooms.

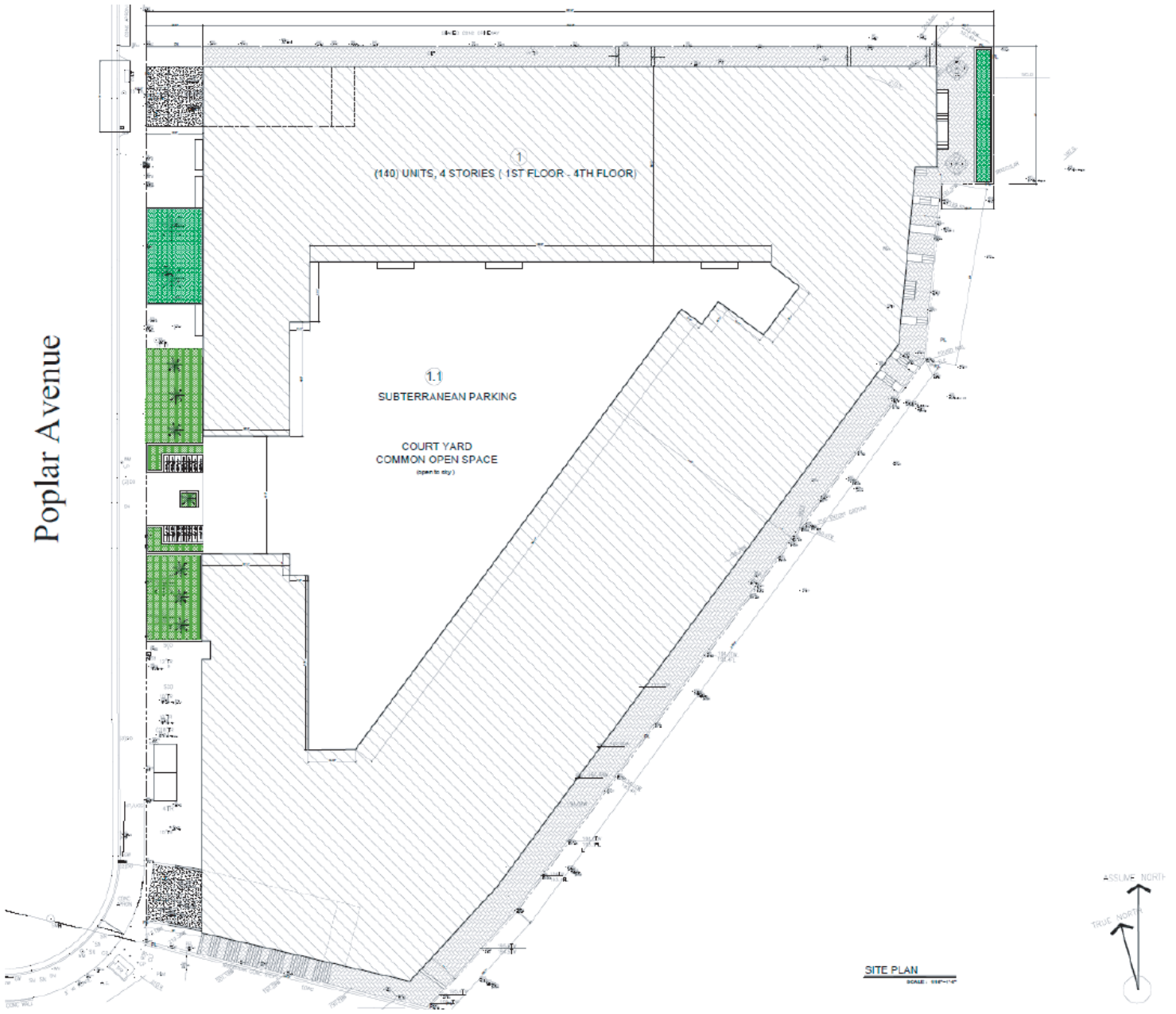
- *Access and Parking – Project A*. Access to the new apartment building will be provided by two 20-foot-wide driveways located at the northwestern and southwestern corners of the site. These driveways will provide access to the subterranean parking levels from Poplar Avenue. Parking will be provided within two subterranean parking levels. A total of 298 parking spaces will be provided, of which 136 spaces will be tandem and 162 spaces will be single. Lastly, a total of 14 short-term and 140 long-term bicycle spaces will be included.

- *Amenities and Open Space – Project A*. A total of 31,360 square feet of open space will be provided. Private open space will consist of 14,578 square feet of balcony space with each private balcony approximately 100-106 square feet in size. Public open space will consist of a 982 square foot rear yard, a 14,760 square foot courtyard, and a 1,040 square foot gym. The project will also include various amenities such as barbeque areas, a water feature and swimming pool, and a 1,100 square foot children's play area. Additional barbeques will be placed on the roof deck. Lastly, Project A will include 140 storage units totaling 136.9 cubic feet of storage space for residents.

- *Architecture – Project A*. The project design will be Mediterranean modern architecture. The exterior structure will be comprised of white and tan stucco. Red tile roofs will be provided. Meanwhile, the garage doors will be colored dark brown, which will provide a visual contrast.

- *Code Compliance – Project A*. All applicable building and fire codes will be adhered to. In addition, all applicable Low Impact Development measures (LID) will be incorporated into the Project design.

The site plan for Project A is provided in Figure 5. Floor plans are provided in Figures 6 through 9. Meanwhile, basement plans are depicted in Figures 10 and 11. A roof plan is shown in Figure 12, and the open space diagram is provided in Figure 13. Building elevations are provided on Figures 14 and 15.



Source: GA Engineering, Inc.

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Figure 5
Site Plan - Project A



Source: GA Engineering, Inc.

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Figure 6
First Floor Plan - Project A



Source: GA Engineering, Inc.

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Figure 7
Second Floor Plan - Project A



Source: GA Engineering, Inc.

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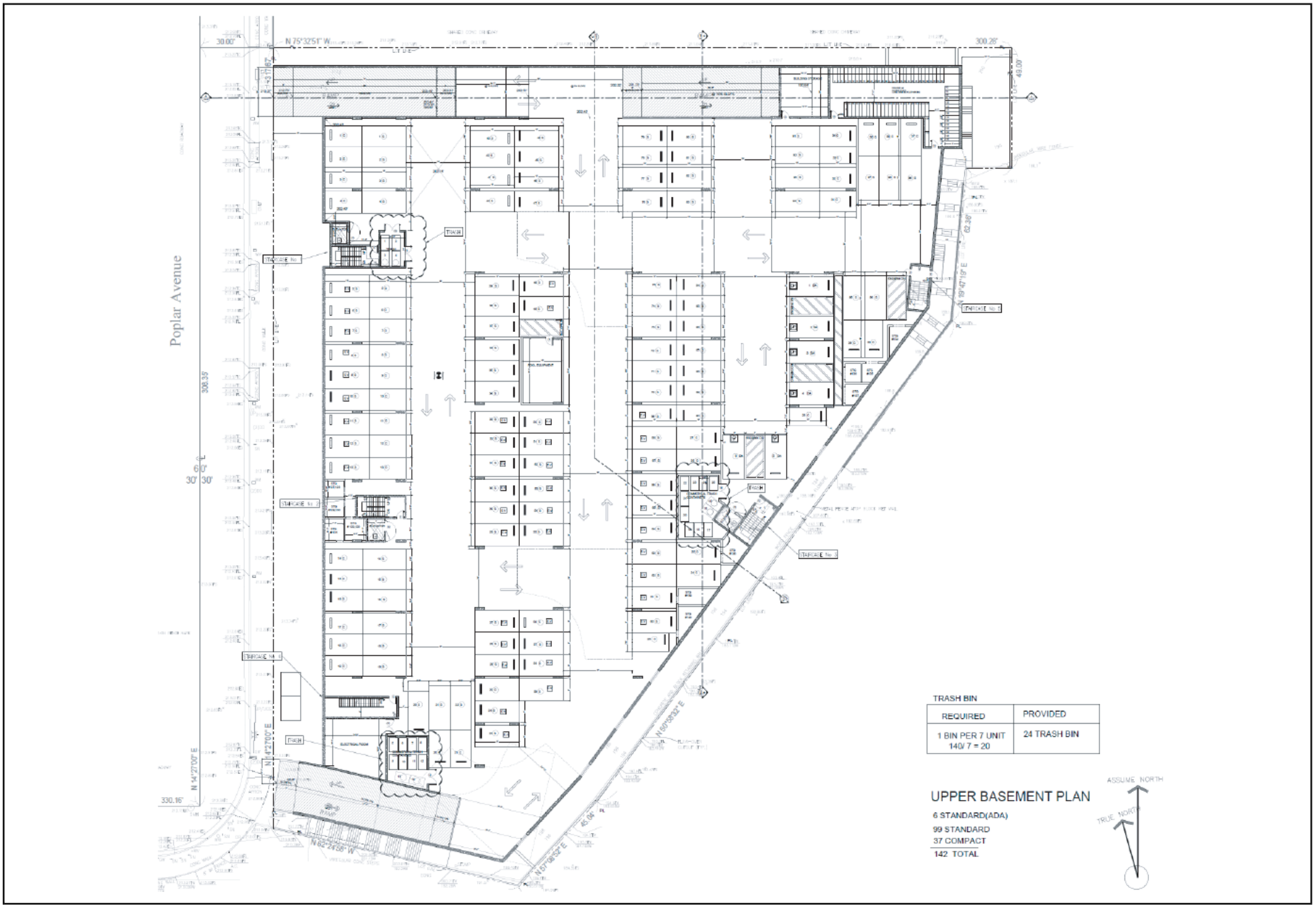
Figure 8
Third Floor Plan - Project A



Source: GA Engineering, Inc.

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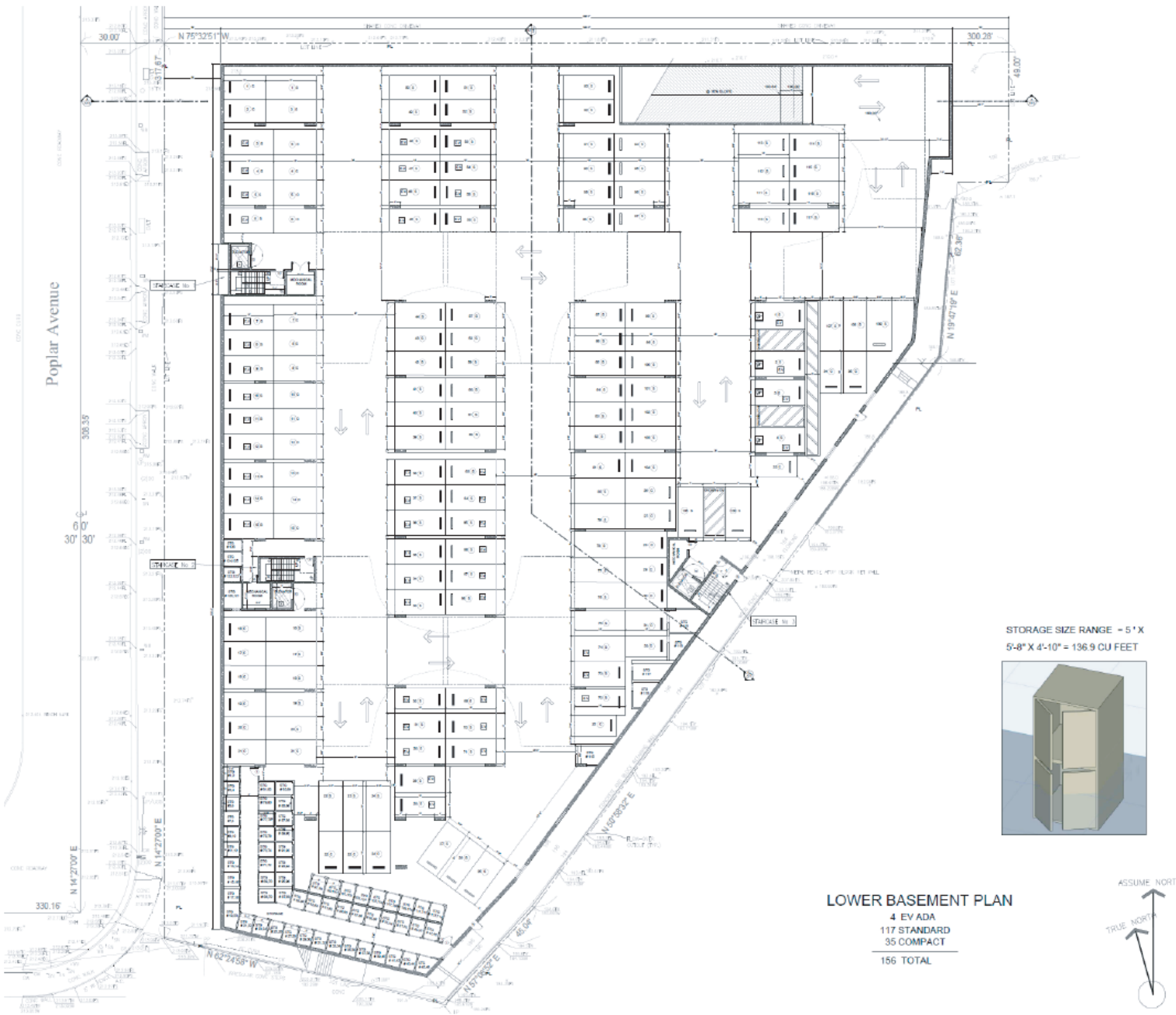
Figure 9
Fourth Floor Plan - Project A



Source: GA Engineering, Inc.

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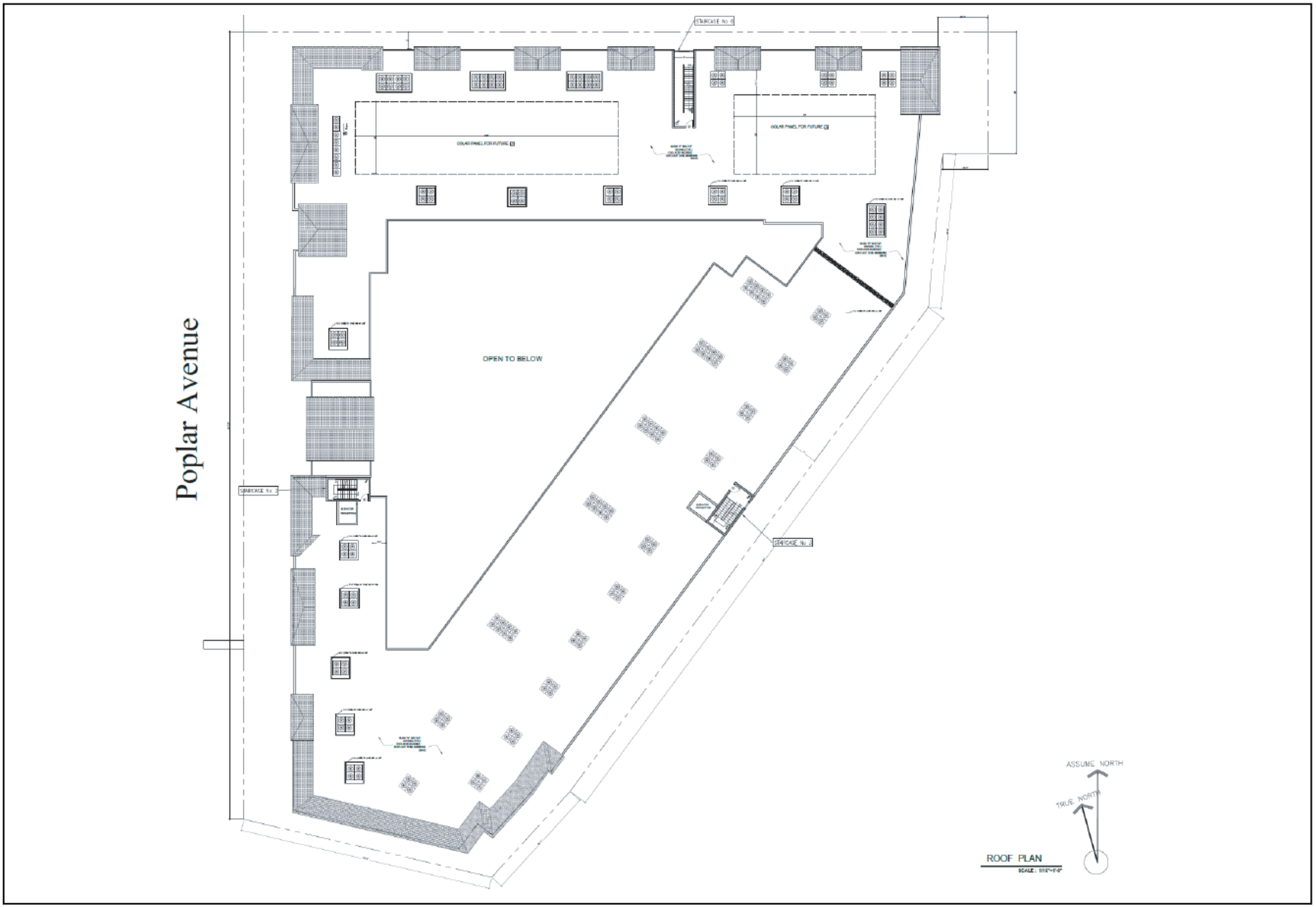
Figure 10
First Floor Basement Plan - Project A



Source: GA Engineering, Inc.

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Figure 11
Second Floor Basement Plan - Project A



Source: GA Engineering, Inc.

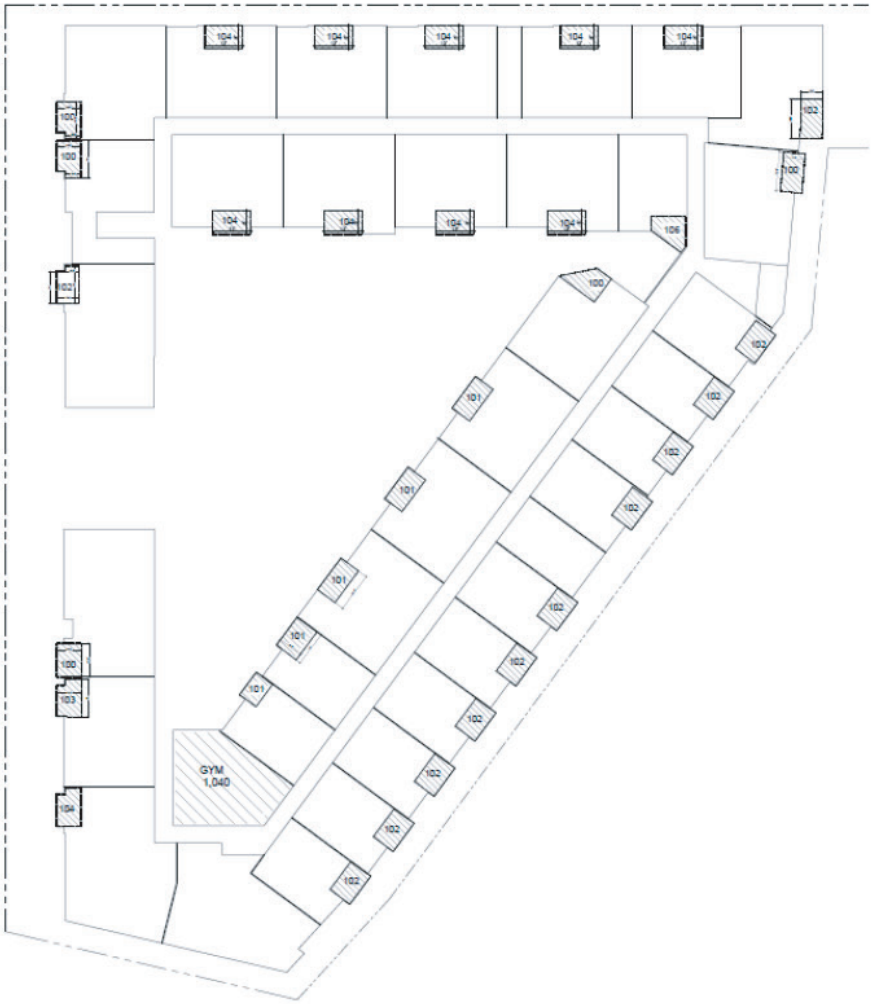
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Figure 12
Roof Plan - Project A



1ST FLOOR OPEN SPACE DIAGRAM

PRIVET	PUBLIC	OPEN SPACE
BALCONY		3,568 SQ.FT
	REAR YARD	982 SQ.FT
	COURT YARD	15,310 SQ.FT
	REC ROOM	1,040 SQ.FT



2ND, 3RD& 4TH FLOOR OPEN SPACE DIAGRAM

PRIVET	PUBLIC	OPEN SPACE
2ND FLOOR BALCONY		3,669 SQ.FT
3RD FLOOR BALCONY		3,669 SQ.FT
4TH FLOOR BALCONY		3,669 SQ.FT
TOTAL		11,007 SQ.FT

Source: GA Engineering, Inc.

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Figure 13
Open Space Diagram - Project A



WEST ELEVATION



EAST ELEVATION

Source: GA Engineering, Inc.

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Figure 14
East and West Elevations - Project A



NORTH ELEVATION



SOUTH ELEVATION

Source: GA Engineering, Inc.

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Figure 15
North and South Elevations - Project A

Project B Description

Project B is described below and will include the following elements: [4]

- *Building Overview – Project B*. The proposed apartment building will consist of three floors and will include 16 dwelling units (including two units affordable to lower-income households). The first floor will include a lobby, parking along with bicycle storage racks, and elevators, while the two remaining floors will contain the apartment units. The building will have a total floor area of approximately 15,970 square feet and will have a height of 34 feet and six inches. The building will have a FAR of approximately 1.28:1, a lot coverage of 73 percent, and a density of approximately 56 units per acre.

- *First Floor – Project B*. The first floor would have a floor area of approximately 7,889 square feet and would contain 20 tandem and 10 single vehicular parking spaces, totaling 30 parking spaces. In addition, the first floor would contain trash, recycling, electrical, and mechanical rooms, a bicycle parking area containing 16 long-term bike parking spaces, and a lobby and elevator to provide access to the upper residential units.

- *Second Floor – Project B*. The second floor would contain approximately 7,985 square feet of floor area and eight units ranging in size from 910 square feet to 1,260 square feet. Two units would be equipped with one bedroom and one bathroom; five units would feature two bedrooms and two bathrooms; and one unit would consist of three bedrooms and two bathrooms.

- *Third Floor – Project B*. The third floor would contain approximately 7,985 square feet of floor area and eight units ranging in size from 910 square feet to 1,260 square feet. Two units would be equipped with one bedroom and one bathroom; five units would feature two bedrooms and two bathrooms; and one unit would consist of three bedrooms and two bathrooms.

- *Access and Parking – Project B*. Access to the new apartment building would be provided by a 22-foot-wide curb-cut along the west side of Poplar Avenue. A garage door would provide controlled access to the parking area, which would contain a mix of side-by-side and tandem tuck-under parking spaces. Certain of these tuck-under spaces would have direct access to the alley that extends along

[4] *GA Engineering, Inc. 129 and 133 North Poplar Avenue, Plans dated October 11, 2021.*

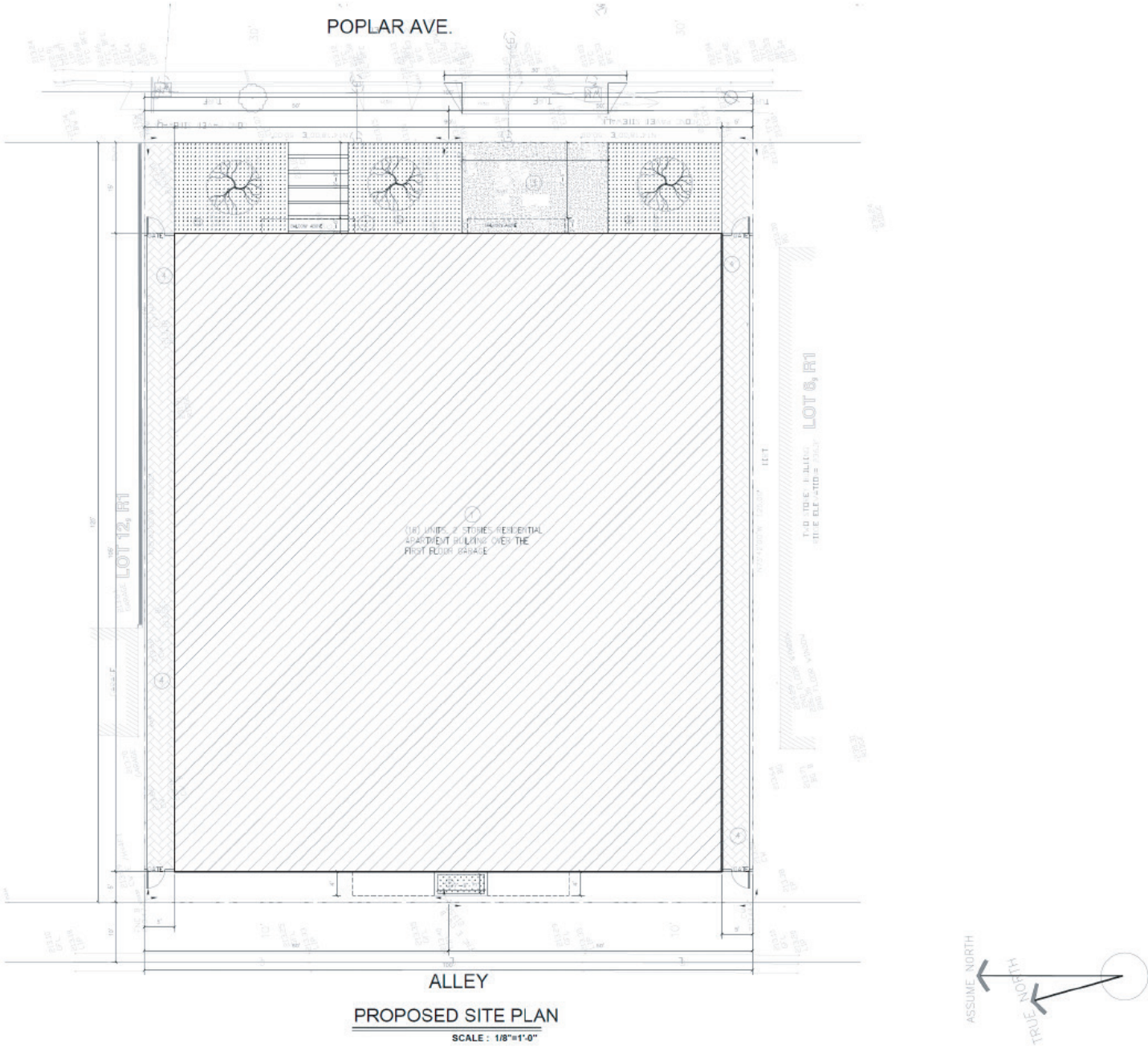
Project Site B's western boundary. These spaces would have user-controlled gated access to the alley. Lastly, a total of 16 bicycle spaces would be included.

- *Amenities and Open Space – Project B*. A total of 3,650 square feet of open space would be provided. Private open space would consist of 1,650 square feet of balcony space with each private balcony approximately 100-110 square feet in size. Public open space would consist of a 2,000 square feet roof deck with patio furniture. Lastly, a total of 16 storage units with 100 cubic feet per unit would be provided.

- *Architecture – Project B.* The project design would be Mediterranean modern architecture. The exterior structure would be comprised of white stucco with dark brown trim. Meanwhile, the garage doors would be colored brown, which would provide a visual contrast.

- *Code Compliance – Project B*. All applicable building and fire codes would be adhered to. All applicable Low Impact Development measures (LID) would be incorporated into the Project design.

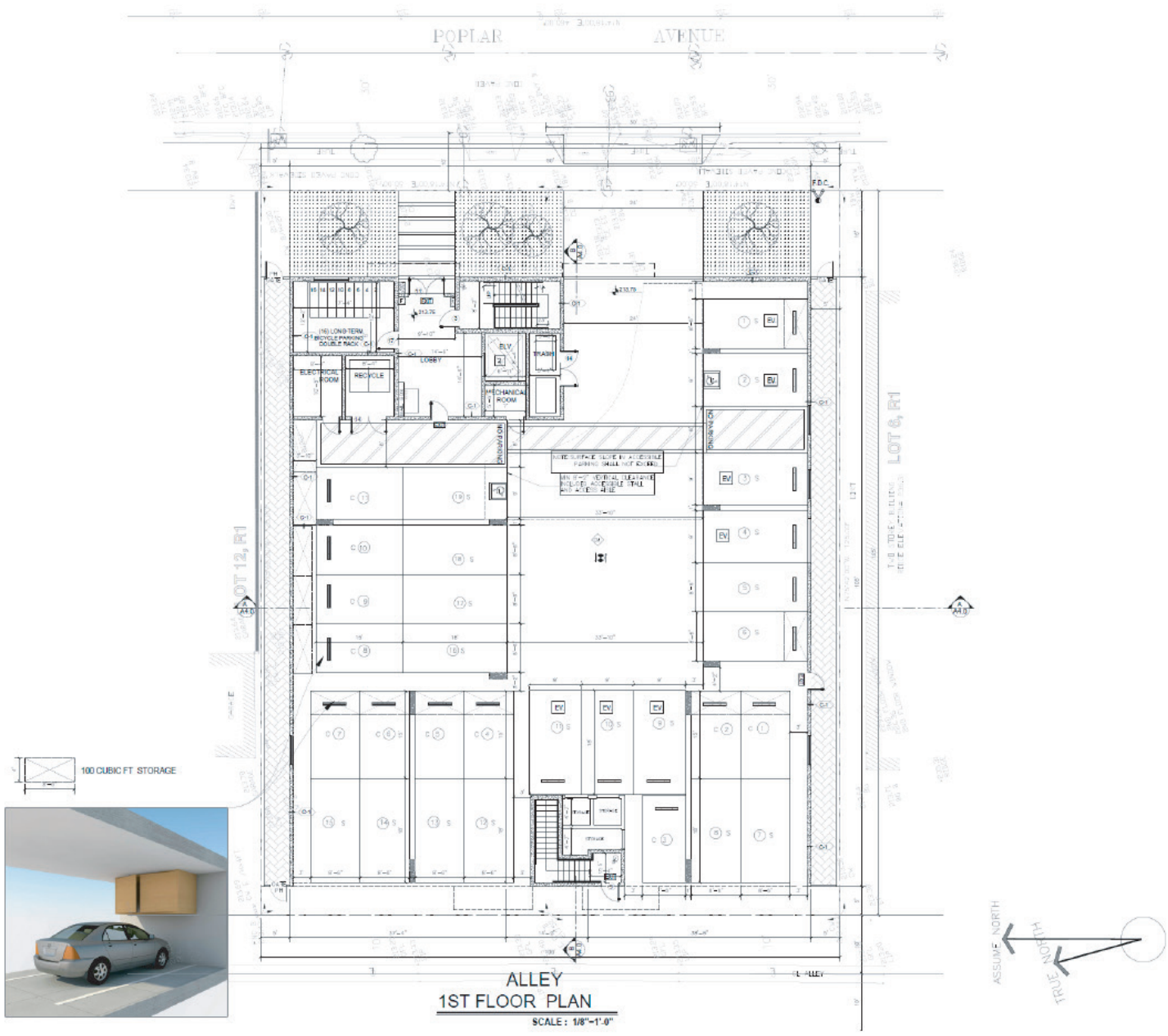
The site plan for Project B is provided in Figure 16. Floor plans are provided in Figures 17 through 19. A roof plan is shown in Figure 20, and the open space diagram is provided in Figure 21. Colored elevations are provided on Figures 22 and 23.



Source: GA Engineering, Inc.

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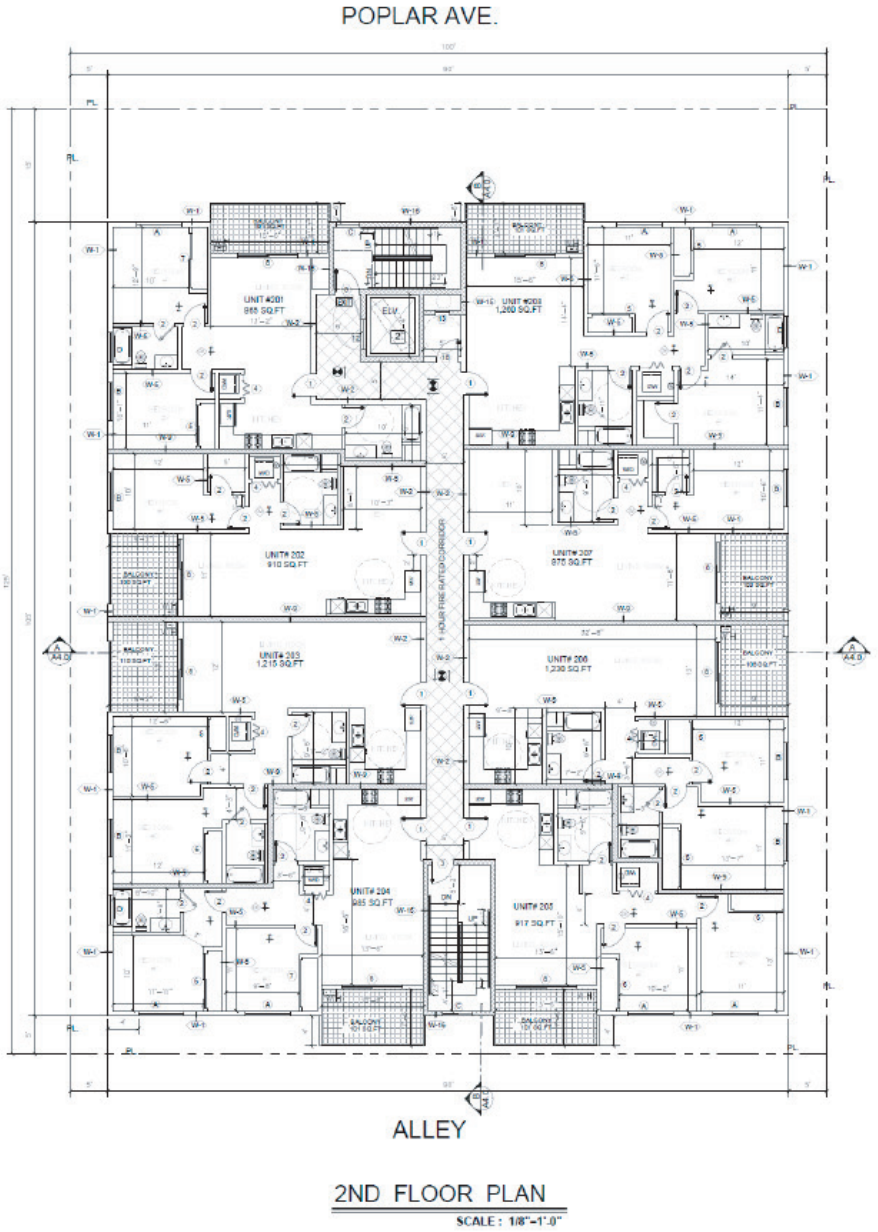
Figure 16
Site Plan - Project B



Source: GA Engineering, Inc.

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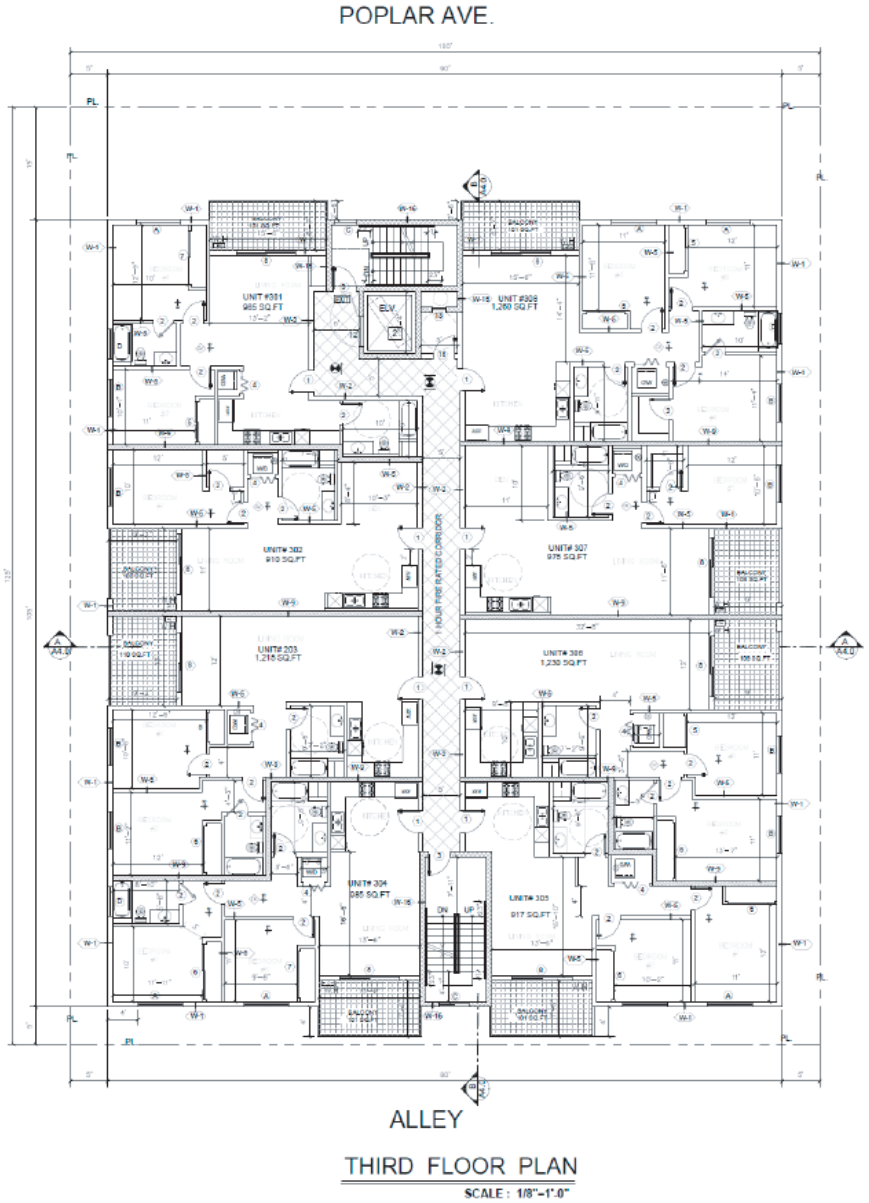
Figure 17
First Floor Plan - Project B



Source: GA Engineering, Inc.

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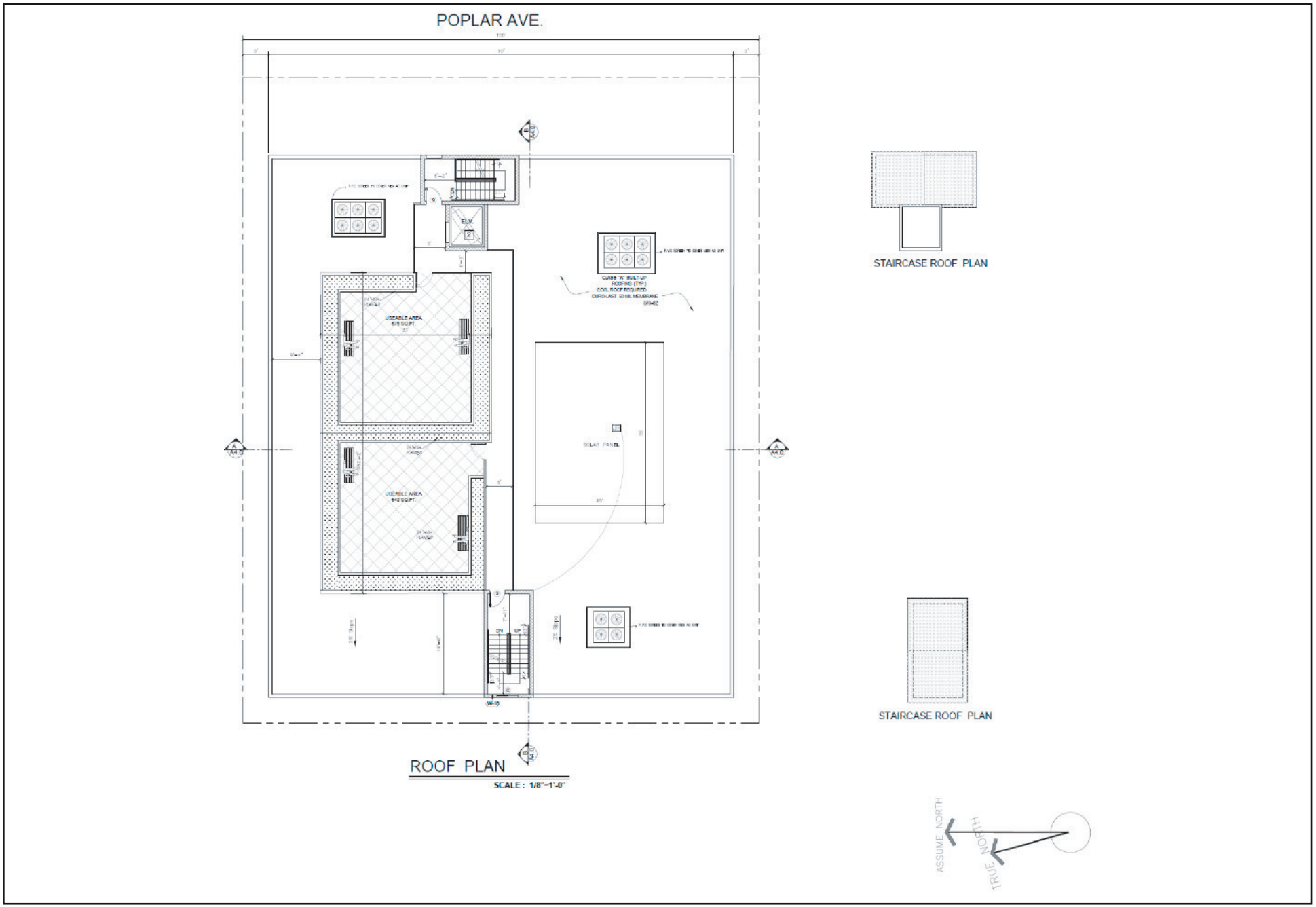
Figure 18
Second Floor Plan - Project B



Source: GA Engineering, Inc.

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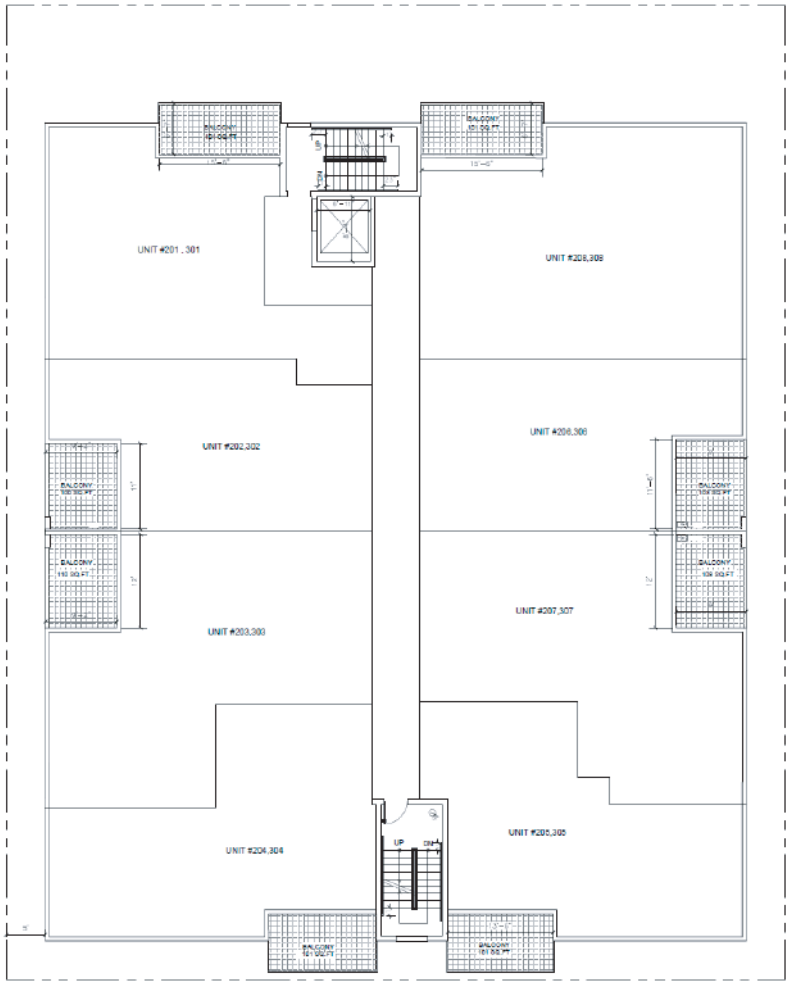
Figure 19
Third Floor Plan - Project B



Source: GA Engineering, Inc.

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Figure 20
Roof Plan - Project B

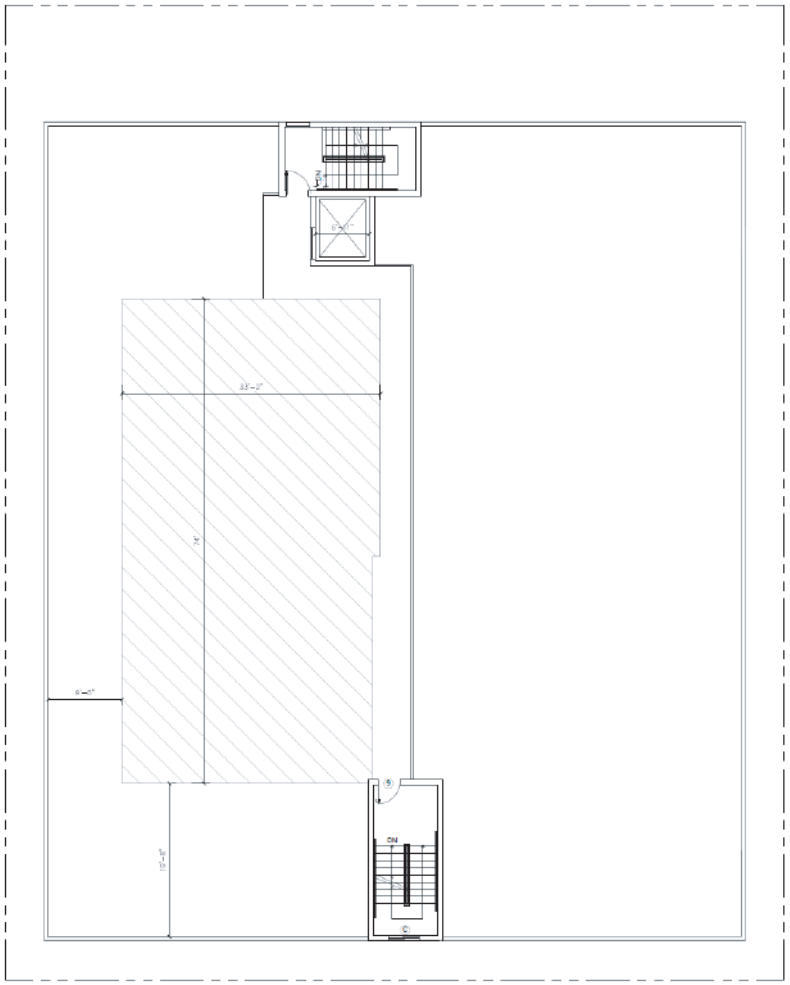


1-ST FLOOR & 2-ND FLOOR OPEN SPACE DIAGRAM

PRIVATE OPEN SPACE :

1ST FLOOR 8 BALCONY = 825 SQ.FT

2ND FLOOR 8 BALCONY = 825 SQ.FT

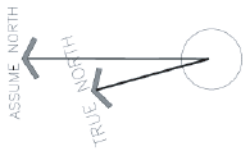


ROOF OPEN SPACE DIAGRAM

COMMON OPEN SPACE :

ROOF DECK = 2,000 SQ.FT

PROVIDED	PRIVATE : 16 BALCONY= 1,650 SQ.FT COMMON : ROOF DECK = 2,000 SQ.FT
TOTAL =	3,650 SQ.FT.



Source: GA Engineering, Inc.

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Figure 21
Open Space Diagram - Project B



EAST ELEVATION POPLAR AVE.

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



SOUTH ELEVATION

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

FLOOR	OPENING 5'X2.5'	OPENING 6'X2.5'	WINDOW 6'X5'	OPENING 9'-0"X7'	OPENING 9'-4"X7'	WINDOW 4'X3'	TOTAL PROTECTED OPENING	WALL AREA	ALLOWABLE OPENING
	12.5 SQ.FT.	20 SQ.FT.	30 SQ.FT.	68.5 SQ.FT.	65 SQ.FT.	8 SQ.FT.	SQ.FT.	SQ.FT.	25% SQ.FT.
1	12.5X2=25	20X2=40					65	1,155	288.7
2			30X4=120	68.5X1=68.5	65X1=65	8X1=8	261.5	1,050	262.5
3			30X4=120	68.5X1=68.5	65X1=65	8X1=8	261.5	1,050	262.5

FIRE SEPARATION DISTANCE =6' FEET
ALLOWABLE PROTECTED OPENING= 25%
ALLOWABLE UN-PROTECTED OPENING=25%
PER SECTION 704.8.

Source: GA Engineering, Inc.

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Figure 22
East and South Elevations - Project B



NORTH ELEVATION

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

FLOOR	DOOR 6'X8'	OPENING 5'X2.5'	OPENING 25'X8'	WINDOW 6'X5'	OPENING 9'-6"X7'	WINDOW 4'X2'	TOTAL PROVIDED OPENING	WALL AREA	ALLOWABLE OPENING
	48 SQ.FT.	12.5 SQ.FT.	208 SQ.FT.	30 SQ.FT.	66.5 SQ.FT.	8 SQ.FT.	SQ.FT.	SQ.FT.	25% SQ.FT.
1	48X1=48	12.5X2=25	208X1=208				281	1,155	288.7
2				30X4=120	66.5X2=133	8X2=16	281.5	1,050	262.5
3				30X4=120	66.5X2=133	8X2=16	281.5	1,050	262.5

FIRE SEPARATION DISTANCE =6' FEET
ALLOWABLE PROTECTED OPENING= 25%
ALLOWABLE UN-PROTECTED OPENING=25%
PER SECTION 704.8.



WEST ELEVATION (ALLEY)

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

Source: GA Engineering, Inc.

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Figure 23
North and West Elevations - Project B

1.5 Anticipated Construction Schedule

Project A

Project A's construction is anticipated to last for approximately 21 months and would include the demolition of the existing buildings, grading and excavation including the export of approximately 26,750 cubic yards of earth materials, shoring, building construction, and application of architectural coatings and installation of landscaping.

Project B

Project B's construction is anticipated to last for approximately 12 months and would include the demolition of the existing buildings, trenching and foundation work, building construction, and application of architectural coatings and installation of landscaping.

1.6 Discretionary Actions

The Proposed Project would require the approval of a Planned Development with Density Overlay and Height Overlay; a Site Plan Review; a Parking Management Plan; a Development Agreement; and other discretionary and ministerial permits and approvals that may be deemed necessary, including but not limited to temporary street closure permits, grading permits, excavation permits, foundation permits, and building permits.

2.0 Sustainable Communities Strategy Criteria

The State of California adopted Senate Bill (SB) 375, The Sustainable Communities and Climate Protection Act of 2008, which outlines growth strategies that better integrate regional land use and transportation planning and that help meet the State of California's greenhouse gas reduction mandates. SB 375 requires the State's 18 metropolitan planning organizations to incorporate a "sustainable communities strategy" (SCS) into the regional transportation plans to achieve their respective region's greenhouse gas emission reduction targets set by California Air Resources Board (CARB). The Southern California Association of Governments (SCAG) is the metropolitan planning organization that has jurisdiction over the Project Sites.

On September 3, 2020, SCAG's Regional Council adopted the 2020-2045 Regional Transportation Plan/ Sustainable Communities Strategy (2020-2045 RTP/SCS), a plan that the Regional Council now calls Connect SoCal.[5] For the SCAG region, the CARB has set greenhouse gas reduction targets at 8 percent below 2005 per capita emissions level by 2020 and 19 percent below 2005 per capita emissions levels by 2035. The Connect SoCal plan outlines strategies to meet the targets set by CARB.[6] Executive Order G-20-239, approved October 30, 2020, officially determined that the Connect SoCal plan would achieve CARB's identified GHG emission reduction targets.

In addition to requiring the preparation of SCS plans, SB 375 also created several streamlining pathways under the California Environmental Quality Act (CEQA) for qualifying residential and mixed-use projects that are adjacent to transit, deemed consistent with the applicable SCS, and meet various other statutory criteria. One such streamlining option is set forth at California Public Resources Code (PRC) Section 21155.1, which provides that a project may be statutorily exempt from CEQA if a hearing is held by the City Council and the City Council finds, based on the whole of the administrative record, that the project qualifies as a "transit priority project" (TPP) as defined by PRC Section 21155(b), and further meets all of the criteria set forth in PRC Section 21155.1 (a) and (b) and one of the criteria of subdivision (c). This exemption is referred to herein as a Sustainable Communities Project Exemption (SCPE). As set forth below, the Proposed Project meets all of the required criteria to qualify for a SCPE.

---

[5] *The RTP/SCS is now referred to as Connect SoCal by the SCAG Regional Council. The 2020-2045 RTP/SCS and the Connect SoCal plan are used interchangeably herein and refer to the same document.*

[6] *Southern California Association of Governments, Connect SoCal, 2020-2045 Regional Transportation Plan / Sustainable Communities Strategy, Chapter 1: About the Plan, September 3, 2020.*

2.1 Sustainable Communities Strategy – Public Resources Code (PRC) § 21155

PRC § 21155(a). Consistency with the general use designation, density, building intensity, and applicable policies specified for the project area in a sustainable communities strategy.

Consistent. The 2020-2045 RTP/SCS includes strategies for accommodating forecasted population, household and employment growth in the SCAG region by 2045, as well as a transportation investment strategy for the region. These land use strategies are directly tied to supporting related GHG emissions reductions through increasing transportation choices with a reduced dependence on automobiles; an increase growth within walkable, mixed-use communities, and High-Quality Transit Areas (HQTAs);[7] and by encouraging growth near destinations and mobility options, promoting diverse housing choices, leveraging technology innovations, supporting implementation of sustainability policies, and promoting a green region.

As a Land Use Tool, the 2020-2045 RTP/SCS identifies Priority Growth Areas (PGAs) throughout the SCAG region where 2020-2045 RTP/SCS strategies can be fully realized. These PGAs include Job Centers, Transit Priority Areas (TPAs), HQTAs, Neighborhood Mobility Areas (NMAs), Livable Corridors, and Spheres of Influence. These PGAs account for only 4 percent of region's total land area, but implementation of SCAG's growth strategies will help these areas accommodate an estimated 64 percent of forecasted household growth and 74 percent of forecasted employment growth between 2016 and 2045. This more compact form of regional development, if fully realized, can reduce travel distances, increase mobility options, improve access to workplaces, and conserve the region's resource areas.

- Job Centers: Areas with significantly denser employment than their surroundings. The 2020-2045 RTP/SCS prioritizes employment growth and residential growth in existing Job Centers in order to leverage existing density and infrastructure. When growth is concentrated in Job Centers, the length of vehicle trips for residents can be reduced.

- TPAs: Areas within one-half mile of a major transit stop that is existing or planned. According to the 2020-2045 RTP/SCS, focusing regional growth in areas with planned or existing transit stops is key to achieving equity, economic, and

[7] *As defined by SCAG, an HQTA is a walkable transit village or corridor, consistent with the adopted RTP/SCS, and is within one half-mile of a well- serviced transit stop or a transit corridor with 15-minute or less service frequency during peak commute hours. (SCAG, 2020-2045 RTP/SCS, Sustainable Communities Strategy Technical Report, p. 17.)*

environmental goals. Infill within TPAs can reinforce the assets of existing communities, efficiently leveraging existing infrastructure and potentially lessening impacts on natural and working lands. Growth within TPAs supports strategies outlined in the 2020-2045 RTP/SCS for preserving natural lands and farmlands and alleviates development pressure in sensitive resource areas by promoting compact, focused infill development in established communities with access to high-quality transportation.

- HQTAs: Areas within one-half mile from major transit stops and high-quality transit corridors (HQTCs).[8] New developments should be context-sensitive, responding to the existing physical conditions of the surrounding area. Sensitively designed transit-oriented developments (TODs) can preserve existing development patterns and neighborhood character while providing a balance of housing choices.

- NMAs: Areas that focus on creating, improving, restoring, and enhancing safe and convenient connections to schools, shopping, services, places of worship, parks, greenways and other destinations. NMAs have robust residential to non-residential land use connections, high roadway intersection densities and low-to-moderate traffic speeds. NMAs can encourage safer, multimodal, short trips in existing and planned neighborhoods and reduce reliance on single occupancy vehicles. NMAs support the principles of center focused placemaking. Fundamental to neighborhood scale mobility in urban, suburban, and rural settings is encouraging "walkability," active transportation and short, shared vehicular trips on a connected network through increased density, mixed land uses, neighborhood design, enhanced destination accessibility and reduced distance to transit. Targeting future growth in these areas has inherent benefits to Southern California residents – providing access to "walkable" and destination-rich neighborhoods to more people in the future.

- Livable Corridors: Livable Corridor land-use strategies include development of mixed-use retail centers at key nodes along corridors, increasing neighborhood-oriented retail at more intersections, applying a "Complete Streets" approach to roadway improvements, and zoning that allows for the replacement of underperforming auto- oriented strip retail between nodes with higher density residential and employment. Livable Corridors also encourage increased density

[8] *Pursuant to PRC Section 21155(b), an HQTC is defined as a corridor with fixed route bus service containing service intervals no longer than 15 minutes during peak commute hours. SCAG's methodology for identifying HQTCs is set forth in the 2020-2045 RTP/SCS and discussed further below herein.*

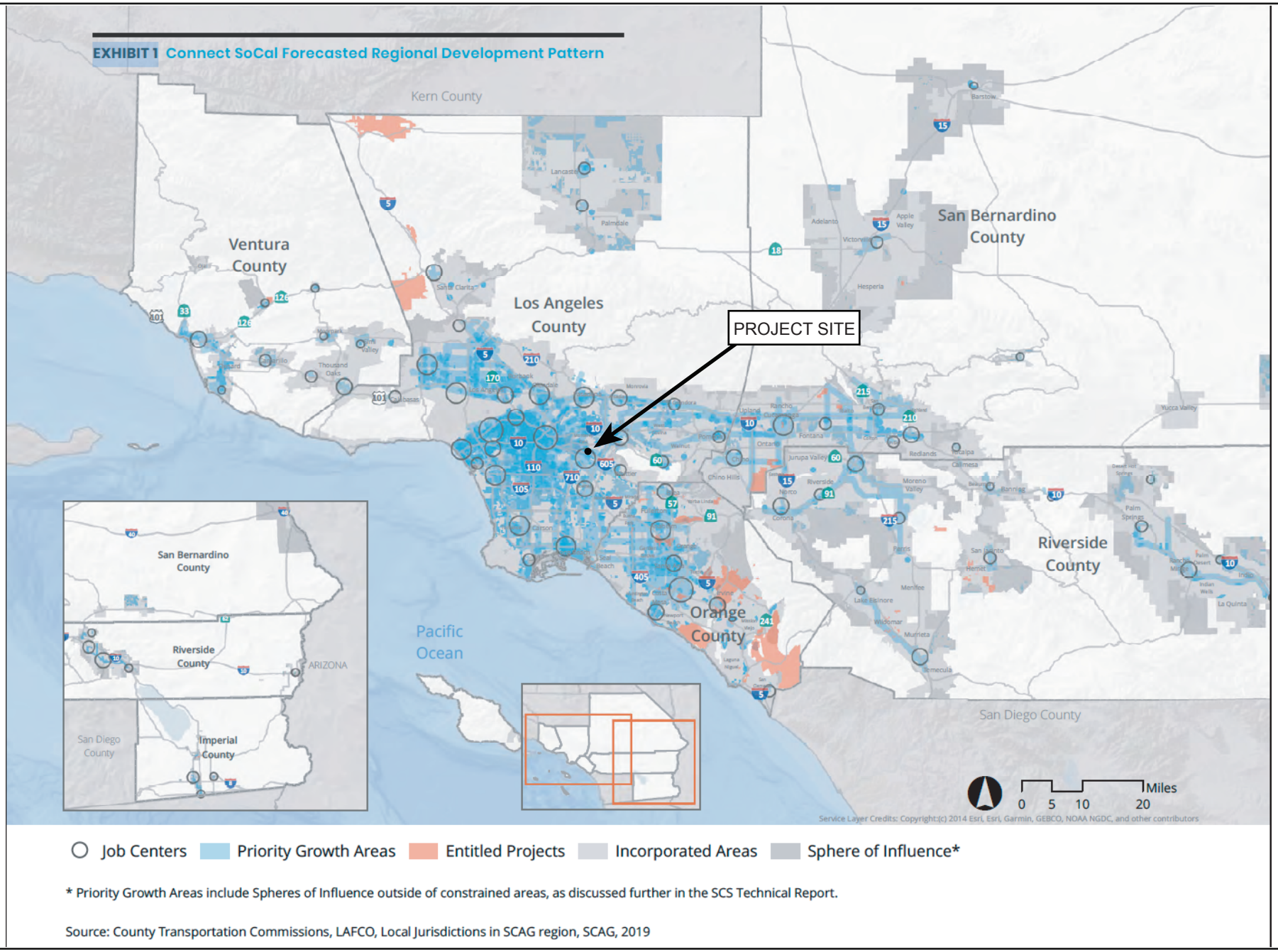
at nodes along key corridors, and redevelopment of single-story, under-performing retail with well-designed, higher density housing and employment centers.

The 2020-2045 RTP/SCS identifies these PGAs and associated designations as shown on Figures 24 through 28, below. As shown on these figures, the Project Site is located within a PGA, a HQTA, and an NMA, is immediately adjacent to a Job Center to the west, and is located adjacent to an HQTC (Whittier Boulevard).

The Proposed Project is consistent with the general use designation, density, and building intensity set forth in the 2020-2045 RTP/SCS for each of these PGAs in that the Proposed Project includes development of new multi-family and mixed-income housing on an infill site near transit and sources of employment, shopping, and entertainment, leveraging existing density and infrastructure and reducing the length of vehicle trips for residents.

Consistent with the land use policies for HQTAs, the Proposed Project constitutes compact, focused infill development in an established community with access to high-quality transportation. Given the urban nature of the Project area, Proposed Project residents would be able to walk and bike home and to work and to shop. In addition, the Project Sites are located near transit opportunities provided by Montebello Bus lines 10 and 40 along Whittier Boulevard (approximately 230 feet southwest of the Project Sites) and along Beverly Boulevard (approximately 0.4 mile to the north of the Project Sites), respectively. Due to the fact that the Montebello Bus 10 route provides service intervals of less than 15 minutes during peak commute hours, as discussed in more detail below and shown in Figure 28, Whittier Boulevard is identified as an HQTC by the 2020-2045 SCAG RTP/SCS. Access to these nearby transit options would further reduce dependence on automobile travel by the residents of the Proposed Project, reducing the need to own an automobile and pay for parking.

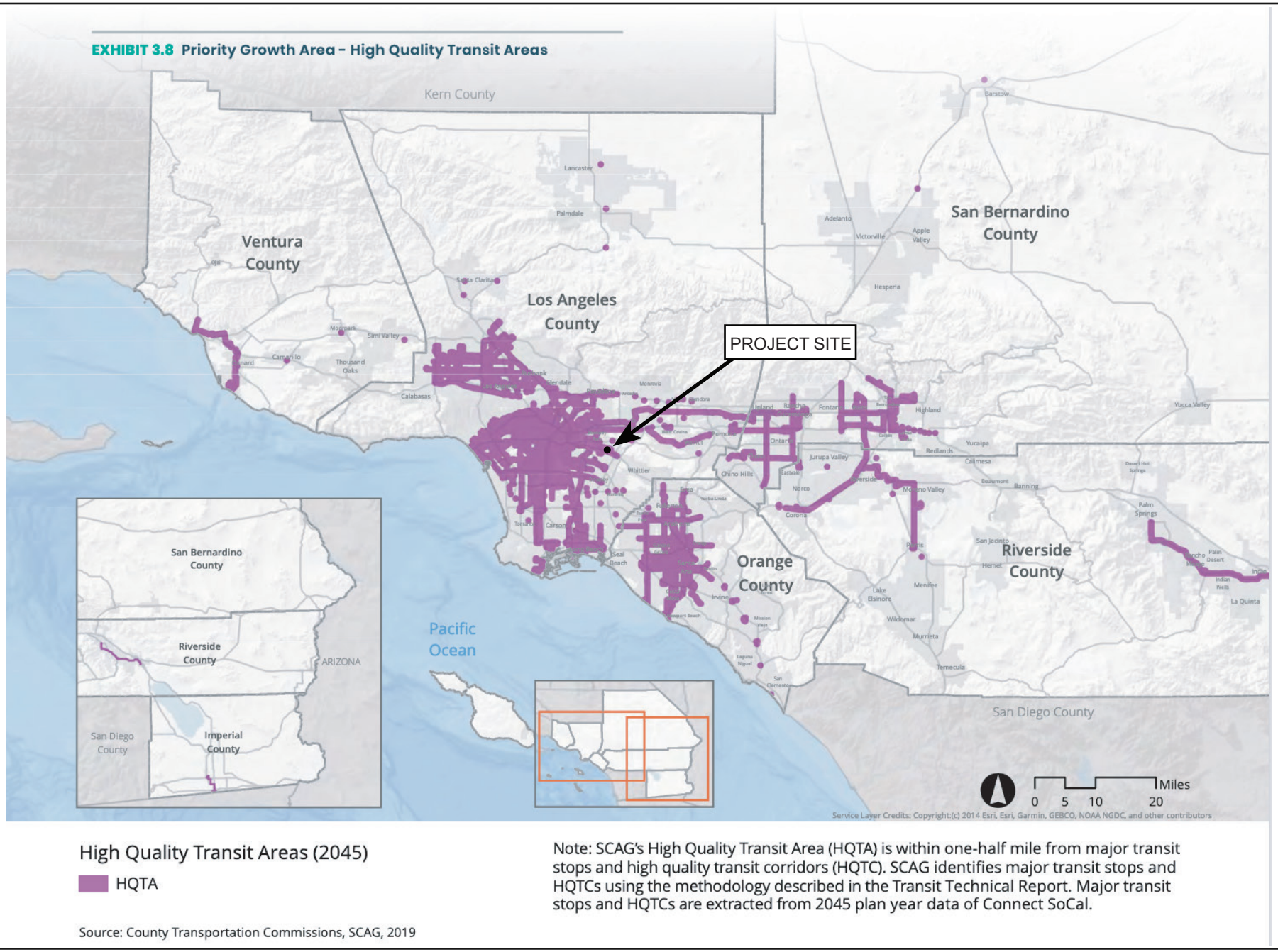
Further consistent with the land use policies for HQTAs, the Proposed Project would be context-sensitive and respond to the existing physical conditions of the surrounding area. The Proposed Project would preserve existing development patterns and neighborhood character by developing new residential uses on an infill site with existing adjacent single-family and multifamily residential uses along Poplar Avenue, while providing new and diversified housing options for residents.



Source: SCAG Connect SoCal, September 3, 2020.

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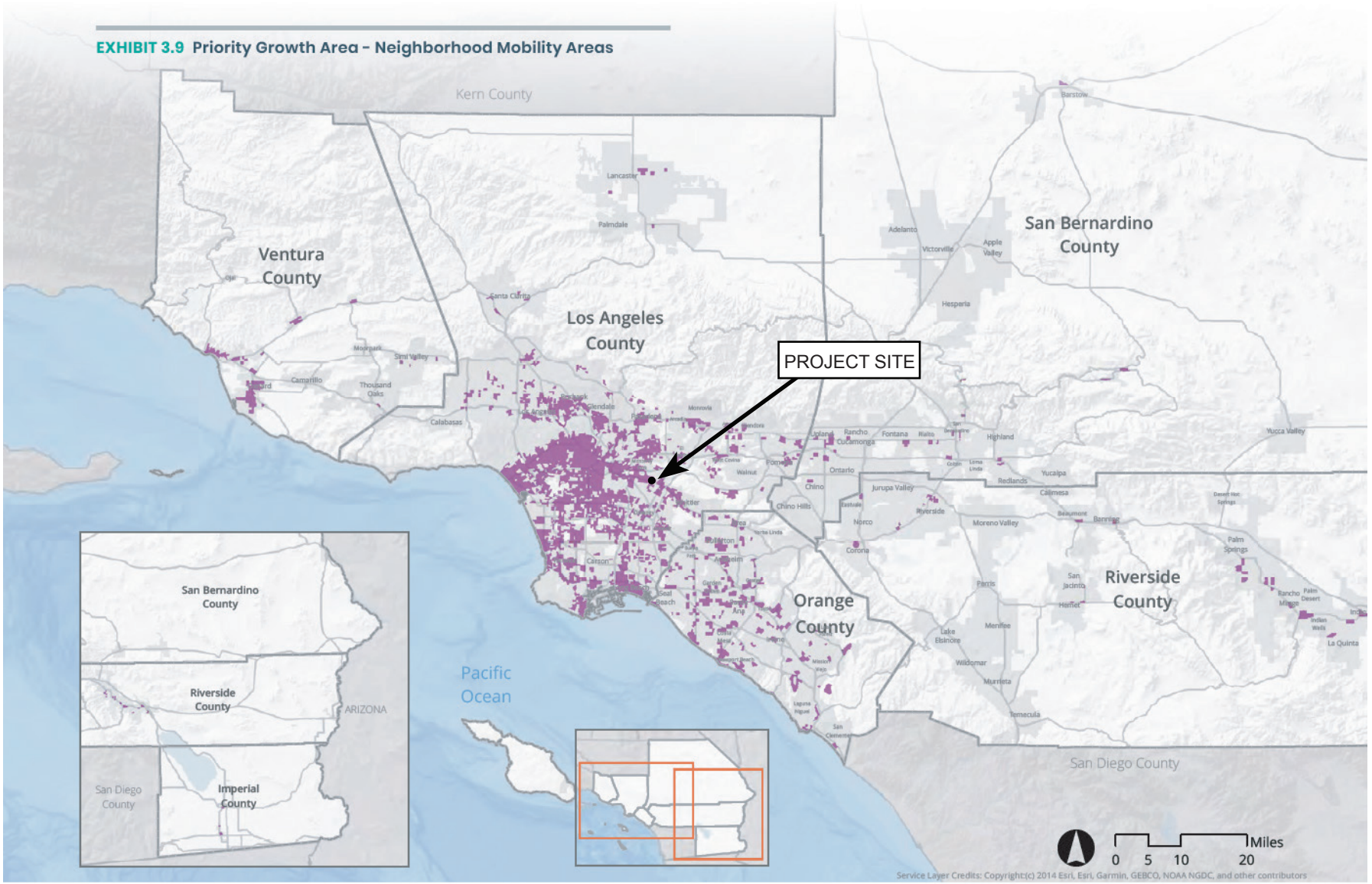
Figure 24
Connect SoCal Forecasted Regional Development Pattern



Source: SCAG Connect SoCal, September 3, 2020.

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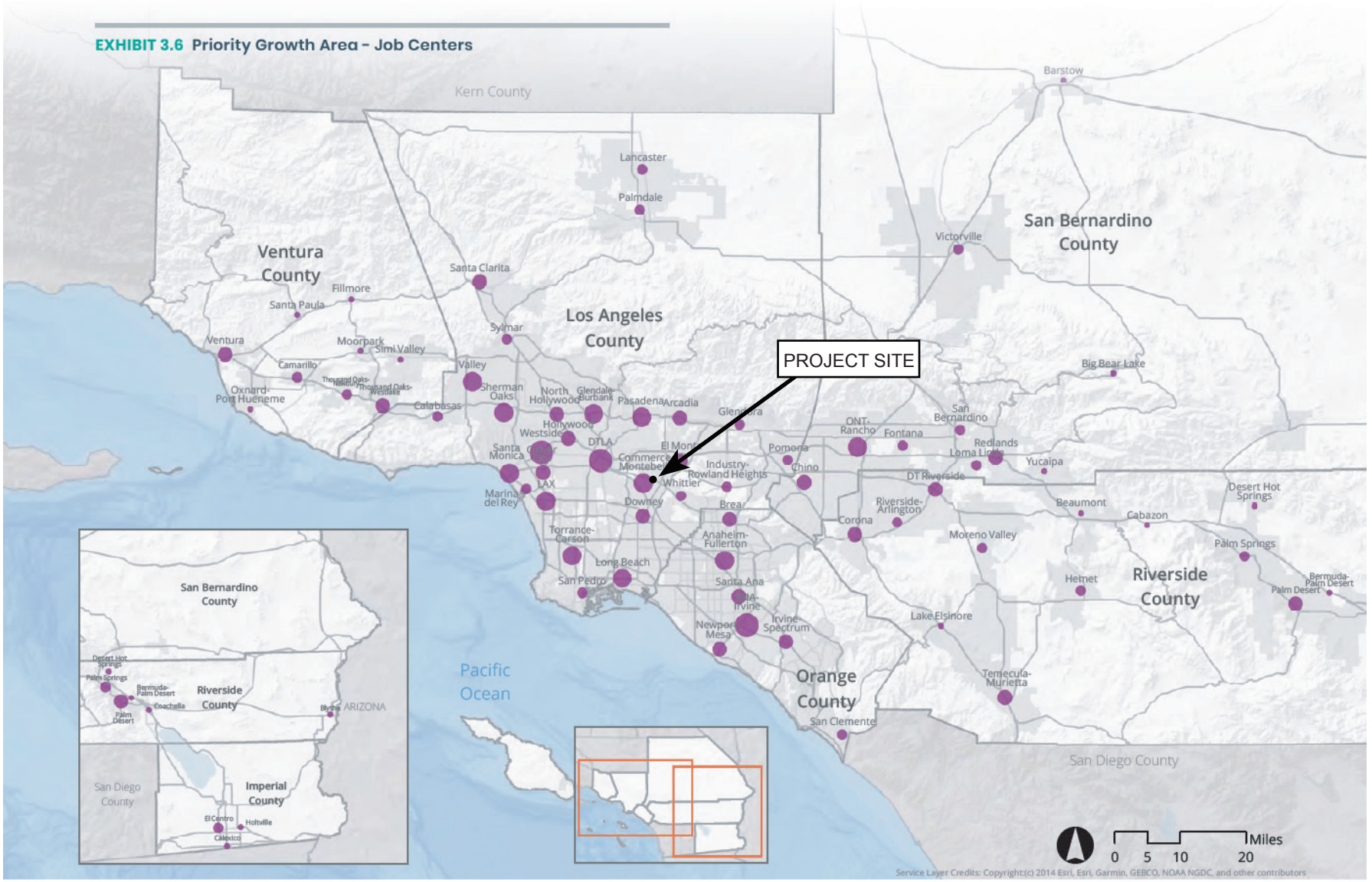
Figure 25
Connect SoCal High Quality Transit Areas (2045)



Source: SCAG Connect SoCal, September 3, 2020.

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Figure 26
Connect SoCal Neighborhood Mobility Areas



SCAG Region Proposed 2020 RTP/SCS Job Centers (Total Employment)

- Less than 10,001 (17)
- 10,001 - 25,000 (22)
- 25,001 - 50,000 (19)
- 50,001 - 150,000 (11)
- More than 150,000 (3)

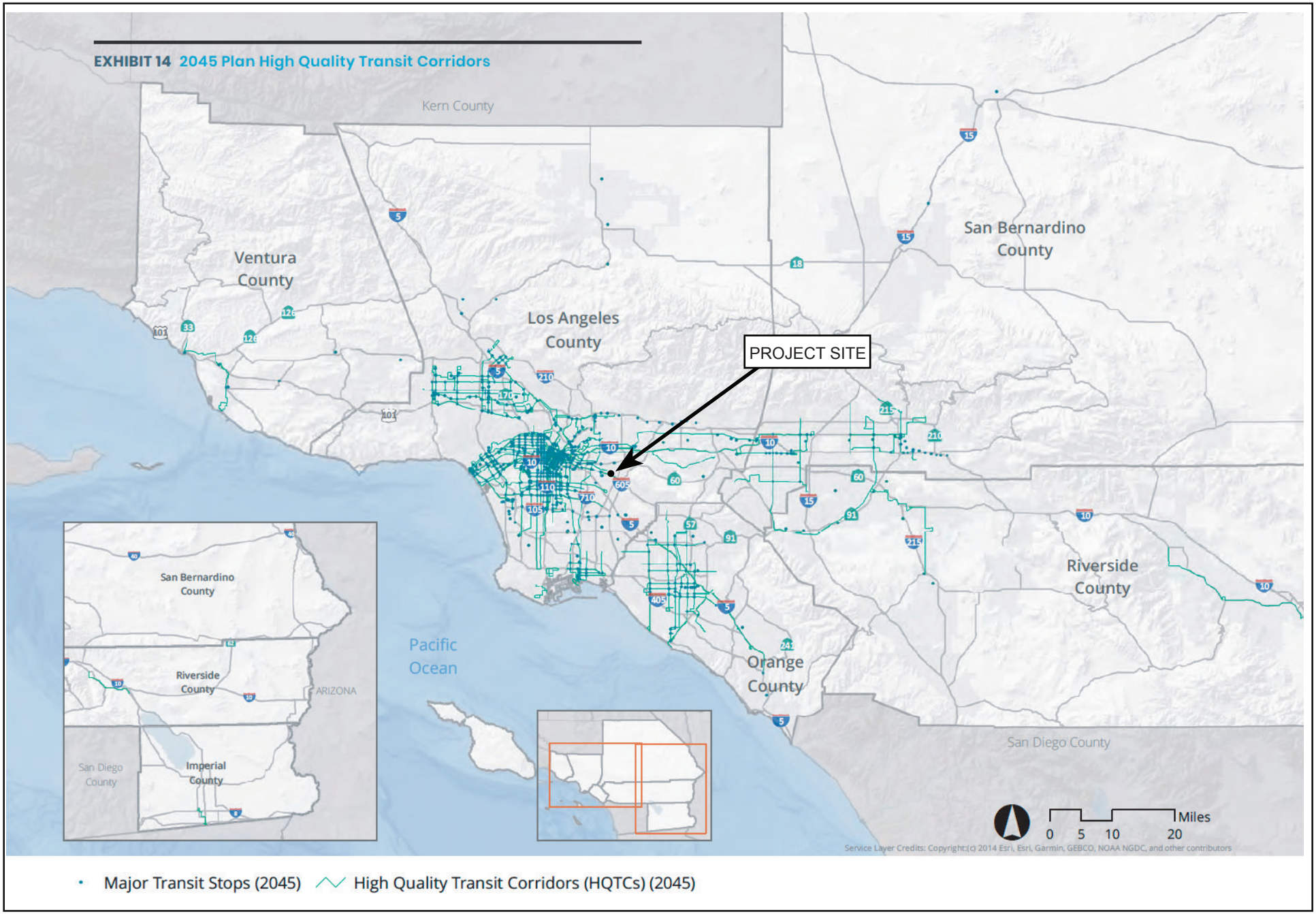
Source: SCAG, 2019

Notes:
(1) Centers are areas with denser employment than their surroundings.
(2) Dots represent the total employment in each center, not center boundaries.
(3) Names are intended to be illustrative and may not reflect all the jurisdictions in which a center fully lies.

Source: SCAG Connect SoCal, September 3, 2020.

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Figure 27
Connect SoCal Job Centers



Source: SCAG Connect SoCal, Transit Technical Report, September 3, 2020.

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Figure 28
Connect SoCal High Quality Transit Corridors (2045)

Consistent with the 2020-2045 RTP/SCS's general use designation, density, and building intensity for NMAs, the Proposed Project would develop new multi-family residential housing in a destination-rich area with robust residential to non-residential land use connections and high roadway intersection densities. The Proposed Project would also encourage "walkability" by locating a housing development near existing retail, transit, and employment. Also, the Proposed Project would include 170 bicycle parking stalls, which would encourage bicycling as a form of transportation and exercise.

This type of transit- and neighborhood-oriented housing development helps to reduce dependence on automobile travel and to reduce associated mobile-source GHG emissions. Thus, the Proposed Project is consistent with SCAG's land use strategies related to reducing GHG emissions by encouraging growth near destinations and mobility options. As such, the Proposed Project would be consistent with the land use, density, and intensity of development specified in the 2020-2045 RTP/SCS for projects within PGAs, including those projects within or adjacent to HQTAs, Job Centers, HQTCs, and NMAs.

In addition, the population growth anticipated for the Proposed Project's is consistent with the growth forecasted by the 2020-2045 RTP/SCS.

Based on the regional growth projections in Connect SoCal, the City of Montebello had an estimated permanent population of approximately 63,900 persons and approximately 19,100 residences in 2016. By the year 2045, SCAG forecasts that the City of Montebello will increase to 67,800 persons (or a 6% increase since the year 2016) and approximately 21,100 residences (or a 10% increase since the year 2016). SCAG's population and housing projections for the City of Montebello, Los Angeles County, and the SCAG region as a whole for 2016 and 2045 are further summarized in Table 2, below.

The Proposed Project is an infill development project within the City of Montebello. With respect to regional growth forecasts, SCAG forecasts the City of Montebello Subregion will experience a population increase to 67,800 persons by 2045. As shown in Table 2, above, SCAG population and housing projections from 2016 through 2045 envisions a population growth of 3,900 additional persons (an approximate 6% growth rate) in the City of Montebello and 3,672,000 additional persons (an approximate 19% growth rate) in the entire SCAG Region. The number of households within the City of Montebello is anticipated to increase by 2,000 households, or approximately 10% between 2016 and 2045. The number of households within the SCAG Region is anticipated to increase by 1,621,000 households, or approximately 27% between 2016 and 2045. The number of employment opportunities is anticipated to increase by 2,000 jobs (approximately 7%) in the City of Montebello between 2016 and 2045, and the SCAG Region is anticipated to increase by 1,660,000 jobs (approximately 20%) between 2016 and 2045.

Table 2
SCAG Population and Housing Projections for the City of Montebello, Los Angeles County, and the SCAG Region

Population			
Region	**2016**	**2045**	**%Growth (2016-2045)**
Montebello City	63,900	67,800	6%
Los Angeles County	10,110,000	11,674,000	15%
SCAG Region	18,832,000	22,504,000	19%
Households			
Region	**2016**	**2045**	**%Growth (2016-2045)**
Montebello City	19,100	21,100	10%
Los Angeles County	3,319,000	4,119,000	24%
SCAG Region	6,012,000	7,633,000	27%
Employment			
Region	**2016**	**2045**	**%Growth (2016-2045)**
Montebello City	29,300	31,300	7%
Los Angeles County	4,743,000	5,382,000	13%
SCAG Region	8,389,000	10,049,000	20%

Source: SCAG, Connect SoCal, Demographics and Growth Forecast Appendix, Table 13 – County Forecast of Population, Households, and Employment and Table 14 – Jurisdiction-Level Growth Forecast, adopted September 3, 2020.

The Proposed Project's potential growth is anticipated to be 515 persons, which is based on the ratio of 3.3 persons per household identified by the United States Census Bureau.[9] The number of residents that would be added is well within SCAG's growth forecast of 3,900 residents for the City of Montebello. In addition, as described above, the Proposed Project is in conformance with SCAG's regional sustainable development policies that promote infill development. Furthermore, the Proposed Project is consistent with the applicable goals and policies in the 2020-2045 RTP/SCS, as outlined in Section 3.0 of this SCPE, below. As such, the Proposed Project is consistent with this criterion.

PRC § 21155(b). To be considered a Transit Priority Project (TPP) as defined by PRC §21155(b), the project must meet all of the following criteria. A TPP shall:

1) **Contain at least 50 percent residential use, based on total building square footage and, if the project contains between 26 percent and 50 percent nonresidential uses, a floor area ratio of not less than 0.75;**

[9] *United States Census Bureau. QuickFacts – Montebello city, California (as of July 1, 2021). https://www.census.gov/quickfacts/montebellocitycalifornia.*

Consistent. The Proposed Project includes the development of two multi-family residential developments with a total of 156 residential dwelling units, which would comprise of 100 percent of the total proposed floor area. Therefore, as 100 percent of the Project consists of residential uses, the Proposed Project meets the criteria in PRC Section 21155(b).

2) Provide a minimum net density of at least 20 units per acre;

Consistent. Project A would include 140 residential dwelling units on the73,807 square foot (1.69 acre) Project Site A. Project A's average residential density is 83 units per acre. Project B would include 16 residential dwelling units on the 12,500 square foot (0.28 acre) Project Site B. Project B's average residential density is 56 units per acre. Collectively, the Proposed Project represents an overall density of approximately 78 units per acre. Therefore, as the Proposed Project's net density exceeds 20 units per acre, the Proposed Project would be consistent with this criterion.

(3) Be within one-half mile of a major transit stop or high-quality transit corridor included in a regional transportation plan. A major transit stop is as defined in Section 21064.3, except that, for purposes of this section, it also includes major transit stops that are included in the applicable regional transportation plan. For purposes of this section, a high-quality transit corridor means a corridor with fixed route bus service with service with service intervals no longer than 15 minutes during peak commute hours. A project shall be considered to be within one-half mile of a major transit stop or high-quality transit corridor if all parcels within the project have no more than 25 percent of their area further than one-half mile from the stop or corridor and if not more than 10 percent of the residential units or 100 units, whichever is less, in the project are farther than one-half mile from the stop or corridor.

Consistent. The Project Sites are located within a half-mile of an HQTC located along Whittier Boulevard, approximately 230 feet (direct distance) or 0.2 mile (walking distance) southwest of the Project Sites. Whittier Boulevard is identified as an HQTC by the 2020-2045 RTP/SCS (as shown in Figure 28, above) due to the fact that the Montebello Bus 10 line runs at a frequency of less than 15 minutes during the morning and afternoon peak commute periods (6-9am and 3-7pm, respectively). Additionally, as noted previously, the Project Sites are located within an HQTA as defined by SCAG (see Figure 25, above), which includes those areas within one-half mile of a major transit stop or an HQTC. Therefore, the Proposed Project is located within ½-mile of a high-quality transit corridor and is consistent with this criterion.

PRC § 21155.1(a). The transit priority project complies with all of the following environmental criteria:

(1) The transit priority project and other projects approved prior to the approval of the transit priority project but not yet built can be adequately served by existing utilities, and the transit priority project applicant has paid, or has committed to pay, all applicable in-lieu or development fees.

Consistent. The Project Sites are located within an urbanized area in the City of Montebello and are adequately serviced by the Montebello Land and Water Company (water), Southern California Edison (electricity), the Street Division of the City's Public Works Department (sewer and stormwater), the Southern California Gas Company (natural gas), and the service areas of existing telecommunications providers (e.g., cable and internet). The Project Sites are currently developed with existing residential units that are currently served by existing utility infrastructure. Thus, development of the Proposed Project would not require the extension of utilities or roads to accommodate the proposed developments.

Water

As noted above, water service is provided to the Project Sites by the Montebello Land and Water Company (MLWC). According to the MLWC's 2020 Urban Water Management Plan, the Company will have an adequate supply of water to meet the projected demand under a normal year scenario, a single dry-year scenario, and a multiple dry year scenario for years 2025 through 2045, taking into consideration population growth projections provided by SCAG and the proportion of the City's population served by MLWC.[10] As noted above, the Proposed Project's increase in residential population is well within SCAG's forecasted population growth for the region; therefore, the Proposed Project can be adequately supplied by water. In addition, pursuant to standard City code and MLWC requirements, the Proposed Project will pay all applicable development and connection fees and be required to install any necessary infrastructure improvements to ensure adequate water service to the Project Sites. Thus, the Project Sites can be adequately served by existing water utilities.

Wastewater

As noted above, the Project Sites are served by City-owned sewer lines, which convey wastewater into the Los Coyotes Water Reclamation Plant (WRP) operated by the Los Angeles County Sanitation Districts (LACSD). The WRP provides primary, secondary,

[10] *Montebello Land and Water Company, 2020 Urban Water Management Plan, Sections 3-6 and 7.*

and tertiary treatment for 37.5 million gallons of wastewater per day and serves a population of approximately 370,000 people.[11] The Proposed Project's net increase in wastewater generated from the Project Sites would represent an infinitesimal proportion of the WRP's available capacity, and in conformance with existing City and LACSD regulations, the Proposed Project will pay all applicable development and connection fees and be required to install any necessary infrastructure improvements to ensure adequate wastewater service to the Project Sites. Thus, the Project Sites can be adequately served by existing wastewater utilities.

Electricity

The Southern California Edison currently provides electricity to the City of Montebello and the Project Sites. Implementation of code compliance measures would ensure the Proposed Project meets the minimum California Title 24 and Los Angeles County Green Building Standards Code (CGBSC) energy efficiency requirements and further reduce demand for electricity, including peak power demands. More specifically, Project A and Project B would include energy efficient measures to result in 15.8% and 15.2% more energy efficient savings, respectively, than existing Title 24 (2019), Part 6 standards (see Appendix D of this SCPE). Therefore, the Proposed Project would be adequately served by existing electricity utilities.

Natural Gas

The Southern California Gas Company (SoCalGas), a subsidiary of Sempra Energy (the nation's largest natural gas supplier), provides natural gas to the City of Montebello through existing gas mains located under the streets. Gas supply available to SoCalGas from California sources averaged 87 million cubic feet (cf)/day in 2020. SoCalGas projects total natural gas demand to decrease at an annual rate of 1 percent per year from 2020 to 2035. The decline in throughput demand is due to modest economic growth, CPUC-mandated energy efficiency standards and programs and SB 350. Other factors that contribute to the downward trend are tighter standards created by revised Title 24 Codes and Standards, renewable electricity goals, a decline in commercial and industrial demand, and conservation savings linked to Advanced Metering Infrastructure (AMI). Thus, with the natural gas consumption becoming more efficient and decreasing, the SoCalGas' projection for natural gas also decreases.[12] Thus, it is anticipated SoCalGas would be able to accommodate the Proposed Project's natural gas demands, and operation of the Proposed Project would represent a very small fraction of the SoCalGas'

[11] *Los Coyotes Water Reclamation Plant information, available at: https://www.lacsd.org/services/wastewater-sewage/facilities/los-coyotes-water-reclamation-plant.*

[12] *California Gas and Electric Utilities, 2021 Supplemental California Gas Report, website: https://www.socalgas.com/sites/default/files/2021_California_Gas_Report_Supplement.pdf.*

existing natural gas storage capacity. Therefore, the Proposed Project can be adequately served by existing natural gas.

Stormwater

Existing stormwater is directed into existing stormwater inlets along the local streets surrounding the Project Site. The Proposed Project shall comply with National Pollution Discharge Elimination System (NPDES) requirements, the Low Impact Development (LID) regulations and implement Best Management Practices (BMPs) during the construction and operation of the Proposed Project. The appropriate design and application of BMPs devices and facilities shall be determined by the Street Division of the City's Public Works Department. Thus, development of the Proposed Project would not create or contribute to runoff water that would exceed the capacity of existing or planned stormwater drainage systems. Therefore, the existing stormwater drainage facilities would adequately serve the Proposed Project.

Telecommunications

The Project Sites and surrounding residential neighborhoods are currently served by existing telecommunications services that exist within the immediate Project Site vicinity. Telecommunication services would continue to be provided to the Project Sites based on demand. Construction and operation of the Proposed Project would not necessitate the construction of off-site telecommunication facilities that would have the potential to cause significant environmental impacts. As such, the Project Sites would be adequately served by telecommunication facilities.

As determined above, the Proposed Project would be consistent with this criterion.

(2) (A) The site of the transit priority project does not contain wetlands or riparian areas and does not have significant value as a wildlife habitat, and the transit priority project does not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 at seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), and the project does not cause the destruction or removal of any species protected by a local ordinance in effect at the time the application for the project was deemed complete.

(B) For the purposes of this paragraph, "wetlands" has the same meaning as in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).

(C) For the purposes of this paragraph:

(i) "Riparian areas" means those areas transitional between terrestrial and aquatic ecosystems and that are distinguished by gradients in biophysical conditions, ecological processes, and biota. A riparian area is an area through which surface and subsurface hydrology connect waterbodies with their adjacent uplands. A riparian area includes those portions of terrestrial ecosystems that significantly influence exchanges of energy and matter with aquatic ecosystems. A riparian area is adjacent to perennial, intermittent, and ephemeral streams, lakes, and estuarine marine shorelines.

(ii) "Wildlife habitat" means the ecological communities upon which wild animals, birds, plants, fish, amphibians, and invertebrates depend for their conservation and protection.

(iii) Habitat of "significant value" includes wildlife habitat of national, statewide, regional, or local importance; habitat for species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531, et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code); habitat identified as candidate, fully protected, sensitive, or species of special status by local, state, or federal agencies; or habitat essential to the movement of resident or migratory wildlife.

Consistent. The Project Sites are located in a developed neighborhood area in the City of Montebello. The Project Sites are entirely developed with existing single-family and multifamily residential land uses that do not contain any wetlands or natural drainage channels. The closest wetland or riparian area to the Project Site is the Rio Hondo River, which is located approximately 500 feet east of the Project Site. The Rio Hondo River is a designated wetland and is classified as a Riverine, which includes all inland non-tidal wetlands (wetlands that are not influenced by tidal forces) and deep water habitats contained within a channel.[13] However, the Rio Hondo River is separated from Project

[13] *United States Fish and Wildlife Service, Wetlands Mapper. https://www.fws.gov/wetlands/data/Mapper.html.*

Site A by a construction site that is currently constructing a townhome development. The development of the Proposed Project would occur exclusively within the boundaries of Project Sites A and B and be buffered from the Rio Hondo River by intervening properties. Therefore, the Proposed Project's construction would not result in any removal, filling, or hydrological interruption of protected wetland areas nor would the Proposed Project result in any substantial effects to protected wetland areas. Further, pursuant to required regulatory compliance with National Pollutant Discharge Elimination System (NPDES) permitting regulations, the applicant will need to implement best management practices as part of a stormwater pollution prevention plan (SWPPP) to control surface water runoff during construction. Compliance with the SWPPP would prevent erosion and ensure that the Proposed Project does not pollute downstream watercourses, including the Rio Hondo River. Thus, the Proposed Project would not interfere with the movement of any residents or migratory fish or wildlife or impact the quality of any riparian or wetland habitat.

The Project Site does not contain any critical habitat or support any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service. There are multiple mature trees located along both sides of the Poplar Avenue public right-of-way. These trees would remain intact with the implementation of the Proposed Project. Nevertheless, should these trees be trimmed or removed in the future to accommodate the Proposed Project, the Project Applicant would need to conform to Section 12.08.060 of the City's Municipal Code, which outlines specific instructions regarding the removal and replacement of public trees. With compliance with applicable regulatory compliance measures regarding tree removal and habitat modification, the Proposed Project would not harm any habitat of significant value. Thus, the Proposed Project would be consistent with this criterion.

(3) The site of the transit priority project is not included on any list of facilities and sites compiled pursuant to Section 65962.5 of the Government Code.

Consistent. Pursuant to Government Code Section 65962.5, the Department of Toxic Substances Control (DTSC) shall compile and update as appropriate, at least annually, a list of all hazardous waste facilities subject to corrective action (pursuant to Section 25187.5 of the Health and Safety Code), all land designated as hazardous waste property or border zone property (pursuant to Section 25220 of the Health and Safety Code), all information received by the DTSC on hazardous waste disposals on public land (pursuant to Section 25242 of the Health and Safety Code), and all sites listed pursuant to Section 25356 of the Health and Safety Code. A search of the California Department of Toxic Substances Control's EnviroStor database indicated that the Project Sites have not been included on any Federal or State clean up or Superfund lists for cleanup, permitting, or

investigation of any hazardous waste contamination. Therefore, the Project Site is not located on a site that the DTSC and the Secretary of the Environmental Protection have identified as being affected by hazardous wastes or clean-up problems, including any list compiled pursuant to Government Code Section 65932.5.[14] Accordingly the Proposed Project is consistent with this criterion.

(4) The site of the transit priority project is subject to a preliminary endangerment assessment prepared by a registered environmental assessor to determine the existence of any release of a hazardous substance on the site and to determine the potential for exposure of future occupants to significant health hazards from any nearby property or activity.

(A) If a release of a hazardous substance is found to exist on the site, the release shall be removed or any significant effects of the release shall be mitigated to a level of insignificance in compliance with state and federal requirements.

(B) If a potential for exposure to significant hazards from surrounding properties or activities is found to exist, the effects of the potential exposure shall be mitigated to a level of insignificance in compliance with state and federal requirements.

Consistent. Phase I Environmental Site Assessments (Phase I ESAs) were prepared for Project Site A and Project Site B, by EDI Consultants, dated November 8, 2021 and December 23, 2021, respectively (Appendix B.1 and B.2 to this SCPE). The purpose of the Phase I ESAs was to identify existing or potential Recognized Environmental Condition (RECs) in connection with both Project Sites as well as any requirement for further investigation or remediation.

As described in the Phase I ESAs, the two Project Sites are occupied by structures that were constructed between 1927 and 1962. Due to the age of the existing buildings on-site, lead based paint (LBP) and/or asbestos containing materials (ACMs) may be present and could be released during the demolition phase of the Proposed Project. Pursuant to existing regulatory requirements, the removal of any ACM would be performed by a certified abatement contractor in accordance with SCAQMD Rule 1403-Asbestos Emissions from Demolition/Renovation Activities. Similarly, disturbance of any LBP materials would be handled in accordance with the California Department of Public Health regulations in residential or public buildings and the US Department of Housing and Urban Development (HUD) and 2010 Toxic Substances Control Act (TSCA) Renovation, Repair and Painting Rule (RRP) in pre-1978 target housing and child-occupied facilities.

[14] *CalEPA, Cortese List Data Resources, https://calepa.ca.gov/sitecleanup/corteselist/; California Department of Toxic Substances Control. EnviroStor. https://www.envirostor.dtsc.ca.gov/public/map/?myaddress=montebello.*

Compliance with regulatory compliance measures would ensure the removal of LBP and ACMs would performed without creating a potential for exposure to hazardous materials.

As noted in the Phase I ESAs as well as above, a search of the California Department of Toxic Substances Control's EnviroStor database indicated that the Project Sites were not included on any Federal or State clean up or Superfund lists for cleanup, permitting, or investigation of any hazardous waste contamination.[15] As noted in the Phase I ESAs, the property located at 140 East Whittier Boulevard (not a part of the Project Site), approximately 340 feet southeast of Project Site A, is identified by certain regulatory databases as a leaking underground storage tank (LUST) cleanup site that involved diesel contamination present in the soil. However, as confirmed by a review of the California State Water Resources Control Board's Geotracker environmental database, this cleanup case was opened in 1990, and following site assessment activities, the case was closed in 1999.[16] In addition, this site is located down-gradient from the Project Site.

In summary, the Phase I ESAs determined that Project Site A and Project Site B are not identified in any of the State or federal databases reviewed, and that no adjacent properties were subject to a potential contamination condition suspected of impacting Project Site A or Project Site B. The Phase I ESAs also revealed no evidence of known RECs in connection with both Project Sites, and no mitigation measures or further investigatory actions are recommended for the Project Sites. Therefore, the Proposed Project's implementation would not create the potential for exposure of future occupants to significant health hazards from any nearby property or activity, and the Proposed Project would be consistent with this criterion.

(5) The transit priority project does not have a significant effect on historical resources pursuant to Section 21084.1.

Consistent. The Project Sites consists of multi-family residential buildings and single-family residences constructed between 1927 and 1962. Generally, historic structures and sites are defined by local, State, and Federal criteria. A site or structure may be historically significant if it is locally protected through a local general plan or historic preservation ordinance. A site or structure may be historically significant according to State or Federal criteria even if the locality does not recognize such significance. The State, through the State Office of Historic Preservation (OHP), maintains an inventory of those sites and structures that are considered to be historically significant.

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[15] *California Department of Toxic Substances Control. EnviroStor. https://www.envirostor.dtsc.ca.gov/public/map/?myaddress=montebello.*

[16] *California State Water Resources Control Board. GeoTracker. https://geotracker.waterboards.ca.gov/profile_report?global_id=T0603704028.*

The City of Montebello contains various historical resources including the Mission Viejo, a Spanish mission constructed in 1771; Sanchez Adobe, the first house constructed within the City in 1844; and the Montebello Women's Club, which is included on the National Register of Historic Places. Meanwhile, the Montebello Women's Club is the only federally designated historical resource located within the City.[17]

A review of the State Office of Historic Preservation's (OHP) list of State historic resources was conducted to identify the presence of any State designated sites within the City. No local resources were identified on the list of State historic resources compiled by OHP.[18] The Montebello Women's Club is located at 201 S. Park Avenue, approximately one mile west of the Project Sites, while the Sanchez Adobe, while not a designated resource, is located approximately 1.25 miles northeast of the Project Sites. The Proposed Project's construction would occur within the designated Project Sites. Therefore, the Proposed Project's implementation would not directly affect any of the aforementioned historical resources since none of those historic resources are present on-site and construction activities would be limited to the designated development areas. Moreover, none of the existing on-site structures possess unique character or design features that distinguishes them from other units that were constructed during a similar period of construction. Moreover, no known historic or otherwise significant events have been identified as being associated with the Project Sites. Therefore, no potential impacts to historical resources would occur with implementation of the Proposed Project, and no substantial adverse changes to a historical resource pursuant to Section 21084.1 of the CEQA Guidelines would result.

(6) The transit priority project site is not subject to any of the following:

(A) A wildland fire hazard, as determined by the Department of Forestry and Fire Protection, unless the applicable general plan or zoning ordinance contains provisions to mitigate the risk of a wildland fire hazard.

Consistent. The Project Sites are located in an urbanized area in the City of Montebello and there are no areas of native or natural vegetation found within the vicinity of the Project Sites. The lack of chaparral limits the area's ability to provide fuel to ignite a wild

[17] *United States National Park Service. National Register Database and Research – Search Properties Listed in the National Register of Historic Places. https://www.nps.gov/subjects/nationalregister/database-research.htm#table.*

[18] *California Office of Historic Preservation. California Historical Resources Los Angeles County. https://ohp.parks.ca.gov/ListedResources/?view=county&criteria=19.*

land fire. In addition, the Project Sites are located outside of any wildfire risk designation area.[19]

(B) An unusually high risk of fire or explosion from materials stored or used on nearby properties.

Consistent. The Project Site consists of multi-family and single-family residences. These types of land uses are not typical operations associated with high risk of fire or explosions. Additionally, the Project Sites are surrounded by residential and commercial land uses. These uses are also not typical operations associated with high risk of fire or explosions, such as industrial or warehousing facilities. According to the California Department of Conservation's Geologic Energy Management Division (CalGEM) well finder map, the Montebello Oil Field is located approximately 0.1 mile north of the Project Site.[20] There is also one plugged oil and gas well located immediately east of Project Site A, at 140 E. Whittier Boulevard. Based on resources provided by CalGEM, this well was drilled in 1919 and abandoned in 1958, and no oil was ever produced or mined from the well. As such, it is anticipated there is no risk for methane from this abandoned oil well.[21] Therefore, no methane mitigation measures would be required, and the Project Sites are not subject to an unusually high risk of fire or explosion from materials stored or used on nearby properties.

(C) Risk of a public health exposure at a level that would exceed the standards established by any state or federal agency.

Consistent. As discussed above and in the Phase I ESAs, there are no reported releases of hazardous materials that have occurred on the Project Sites or from the surrounding properties that may have impacted the Project Sites. Additionally, due to the nature of the Proposed Project (two apartment complexes), no hazardous materials beyond what is typically used in a household setting for routine cleaning and maintenance would be used once the Proposed Project is occupied. Therefore, the Proposed Project would not result in the exposure of a public health risk that would exceed any State or federal agency.

(D) Seismic risk as a result of being within a delineated earthquake fault zone, as determined pursuant to Section 2622, or a seismic hazard zone, as determined pursuant to Section 2696, unless the applicable

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[19] *Cal Fire. Fire Hazard Severity Zone Maps for Los Angeles County. https://osfm.fire.ca.gov/divisions/wildfire-planning-engineering/wildland-hazards-building-codes/fire-hazard-severity-zones-maps/.*

[20] *California Department of Conservation, Geologic Energy Management Division, Oil Well Finder, https://maps.conservation.ca.gov/doggr/wellfinder/.*

[21] *California Department of Conservation, Geologic Energy Management Division, Oil Well Finder, Well Records, API 03705699, https://filerequest.conservation.ca.gov/WellRecord?api=03705699.*

general plan or zoning ordinance contains provisions to mitigate the risk of an earthquake fault or seismic hazard zone.

Consistent. Based on information provided by the two Geotechnical Investigation Reports prepared by LK Geotechnical Engineering, Inc. for both Project Sites (see Appendix C.1 and C.2 to this SCPE), a review of the California Geological Survey 2018 seismic hazard zones map indicates that neither Project Site are located within an Earthquake Fault Zone. The closest known fault is the Elsinore Fault which is mapped approximately 2.5 miles east of the Project Site. The southern California region is seismically active and commonly experiences strong ground shaking resulting from earthquakes along active faults. Ground shaking resulting from a moderate to major earthquake (Magnitude 6.0 or greater) can be expected during the lifespan of the existing and/or proposed structures. Despite the relative proximity to known faults, the potential impacts from fault rupture are considered no greater for the Project Sites than for the surrounding areas. Furthermore, the Proposed Project would be constructed in compliance with all structural and seismic requirements of current State and City building codes, which contain standards for building design to minimize the impacts from ground shaking and earthquakes.

(E) Landslide hazard, flood plain, flood way, or restriction zone, unless the applicable general plan or zoning ordinance contains provisions to mitigate the risk of a landslide or flood.

Consistent. The Project Sites are not within an area identified as susceptible to landslides according to the United States Geological Survey and California Department of Conservation Geologic Hazards Maps. Specifically, the Project Sites are not located in the zone of required investigation for landsliding based on the seismic hazard zone map for the El Monte 7.5-Minute Quadrangle.[22] Furthermore, the Project Sites are not in an area designated as a 100-year flood hazard area as mapped by the FEMA's Flood Insurance Rate Map. The Project Sites are in a zone designated as Zone X, which signifies that the area is outside the 0.2% annual chance floodplain and located within an area of minimal flooding.[23] Therefore, the Proposed Project would have a low risk for landsliding and flooding.

(7) The transit priority project site is not located on developed open space.

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[22] *California Department of Conservation, California Geological Survey, Regulatory Maps, Seismic Hazards Zone Report for the El Monte 7.5-Minute Minute Quadrangle, Los Angeles County, California, June 15, 2017, website: https://maps.conservation.ca.gov/cgs/informationwarehouse/index.html?map=regulatorymaps.*

[23] *Federal Emergency Management Agency (FEMA), Flood Map Service Center: Search by Address, Map Number 06037C1663F, September 26, 2008, website: https://msc.fema.gov/portal/.*

(A) For the purposes of this paragraph, "developed open space" means land that meets all of the following criteria:

(i) Is publicly owned, or financed in whole or in part by public funds.

(ii) Is generally open to, and available for use by, the public.

(iii) Is predominantly lacking in structural development other than structures associated with open spaces, including, but not limited to, playgrounds, swimming pools, ballfields, enclosed child play areas, and picnic facilities.

(B) For the purposes of this paragraph, "developed open space" includes land that has been designated for acquisition by a public agency for developed open space, but does not include lands acquired with public funds dedicated to the acquisition of land for housing purposes.

Consistent. The Project Sites are entirely developed with existing residential land uses and do not contain any developed open space with any public, recreational amenities. With the exception of some landscaping typical of residential properties, the Project Sites are primarily developed with impervious surfaces. Therefore, the Project Sites do not support any developed open space. Thus, the Proposed Project would not interfere with any existing open space.

(8) The buildings in the transit priority project are 15 percent more energy efficient than required by Chapter 6 of Title 24 of the California Code of Regulations and the buildings and landscaping are designed to achieve 25 percent less water usage than the average household use in the region.

Consistent.

As part of this analysis, an Energy & Water Efficiency Compliance Memo (Efficiency Compliance Memo) was prepared by ZC Sustainability to demonstrate how the Proposed Project would meet the criteria of PRC Section 21155.1 subsection(a)(8) requirement for energy to be 15 percent more energy efficient than required by Title 24, Part 6, the California Energy Code and to reduce water usage to 25 percent less than the average household use in the region (see Appendix D of this SCPE).

1. Energy Efficiency

As described in the Efficiency Compliance Memo and utilizing the current Proposed Project plans, ZC Sustainability conducted a preliminary whole building energy modeling assessment to determine the Proposed Project's anticipated Title 24 energy code performance. The energy modeling was done using CBECC 2019 which is a software tool approved by the California Energy Commission for use in demonstrating compliance

with the 2019 California Residential Buildings Energy Efficiency Standards. Project A is subject to the 2019 High-Rise Residential Title 24 Energy Code, while Project B is subject to the 2019 Low-Rise Residential Title 24 Energy Code. As such, two separate energy models were developed, using the CBECC-Com software program for High-Rise Residential buildings (four-stories and above) and CBECC-Res software program for Low-Rise Residential buildings (up to three stories).

Key performance measures and features of the Proposed Project's design that increase the building energy efficiency include:

- High-performance Low-e windows with very low Solar Heat Gain Coefficient (SHGC) and U-value;
- Overhangs & balconies shading the glazed patio doors below;
- Wood framed walls with R-21 batt insulation;
- Wood framed roof with R-38 batt insulation;
- Cool Roof Rating Council (CRRC) certified high-reflectance cool roof;
- Central water heating system with condensing natural gas water heaters;
- High-efficiency HVAC systems serving residential units and common spaces;
- A Photovoltaic (PV) system will further reduce energy use;
- Reduced Lighting wattage from LED fixtures throughout the buildings, including Common Spaces and Amenities, with Daylight and Motion Sensor controls; and
- Low-flow fixtures (although energy savings from low-flow fixtures are not captured in the Title 24 energy analysis, this strategy significantly reduces the hot water usage and associated heating energy requirements).

As concluded by ZC Sustainability, and based on energy performance summary results, Project A would be 15.8 percent more energy efficient than current Title 24 standards, and Project B would be 15.2 percent more energy efficient than current Title 24 standards.

2. Water Efficiency

As described in the Efficiency Compliance Memo, for residential and mixed-use residential/commercial buildings, the current regional water use baseline is 120 gallons per capita per day.[24] This figure is multiplied by 3.3, the assumed residential occupancy based on the most recent census data for households in the City of Montebello, to determine the average daily water use per residential unit in the City.

[24] *Metropolitan Water District, Water Tomorrow Annual Report to the California State Legislature, Covering Fiscal Year 2019/20 (p. 28).*

The Proposed Project's estimated water use utilizes Title 24 CALGreen-permitted maximum fixture flow rates as well as accepted industry standards as follows:

1. Showerheads: 1.8 GPM (gallons per minute, as required by CALGreen)
2. Lavatory faucets: 1.2 GPM (as required by CALGreen)
3. Kitchen faucets: 1.5 GPM (as required by CALGreen)
4. Tank water closets (toilets): 1.28 GPF (gallons per flush; as required by CALGreen)
5. Commercial clothes washers: Energy Star certified, 3.5 IWF (Integrated Water Factor)
6. Dishwashers: Energy Star certified, 3.5 GPC (Gallons per Cycle)

The Water Use Analyses for the Proposed Project calculates both the baseline and projected water use, followed by the percentage savings. For Project A, water usage would be reduced from 396.0 (baseline per unit) to 172.0 gpd (projected per unit), resulting in a projected water use savings of 50.0 percent. For Project B, water usage would be reduced from 396.0 (baseline per unit) to 172.0 gpd (projected per unit), resulting in a projected water use savings 56.5 percent. The projected water use for both Projects is overall more efficient than required by Title 24, Part 11, CALGreen, which includes water efficiency measures to reduce water use. The specified water efficiency measures listed above would sufficiently reduce water use by well over 25 percent below the average household use in the region.

PRC § 21155.1(b). The transit priority project meets all of the following land use criteria:

(1) The site of the transit priority project is not more than eight acres in total area.

Consistent. Project Site A includes approximately 73,807 square feet of lot area, or 1.69 acres; and Project Site B includes approximately 12,500 square feet of los area, or 0.28 acres, totaling 1.97 acres for both sites. As such, the Project Sites are not more than eight acres in total area.

(2) The transit priority project does not contain more than 200 residential units.

Consistent. The Proposed Project would include 140 residential dwelling units on Project Site A and 16 residential dwelling units on Project Site B, for a total of 156 residential dwelling units. Therefore, the Proposed Project would provide less than 200 residential units.

(3) The transit priority project does not result in any net loss in the number of affordable housing units within the project area.

Consistent. The Project Sites are currently developed with 43 residential dwelling units across both sites, which are currently rented out at market rates and are not subject to a rent stabilization ordinance. The Proposed Project would provide a total of 156 new apartment units. The Proposed Project would include a total of 32 affordable units for lower-income households (30 units in Project A and 2 units in Project B). Therefore, the number of affordable housing units on the Project Sites would increase by 32 net new units, and development of the Proposed Project would not result in the loss of affordable housing units within the Project Site and surrounding area.

(4) The transit priority project does not include any single level building that exceeds 75,000 square feet.

Consistent. The Proposed Project would include a four-story residential development with 140 dwelling units (Project A) and a three-story development with 16 dwelling units (Project B). For Project A, the gross building floor area on Levels 1 through 4 ranges from 42,957 gsf (on Level 1) to 45,998 gsf (on Levels 2 to 4). For Project B, the gross building floor area would be 9,242 gsf on Level 2 and Level 3. Therefore, the Proposed Project would not include a single-level building that exceeds 75,000 square feet.

(5) Any applicable mitigation measures or performance standards or criteria set forth in the prior environmental impact reports, and adopted in findings, have been or will be incorporated into the transit priority project.

Consistent. There are no prior environmental impact reports (EIR) or other environmental documents prepared specifically for the Project Sites. Accordingly, the relevant prior EIR applicable to the Project Sites is the Final Program EIR prepared by SCAG in conjunction with the 2020-2045 RTP/SCS. This Final Program EIR includes a Mitigation Monitoring Reporting Program (MMRP) that provides a list of mitigation measures that SCAG determined a lead agency can and should consider, as applicable and feasible, where the agency has identified that a project has the potential for significant effects.

A discussion of applicability of these measures is contained in Section 4.0 of this SCPE. As described therein, many of the mitigation measures identified by SCAG would not apply to the Proposed Project and as such, would not be incorporated. Nonetheless, as required under this criterion, Section 4.0 contains a full discussion of the applicability of the mitigation measures identified in the MMRP to the Proposed Project. As such, the Project meets this criterion.

(6) The transit priority project is determined not to conflict with nearby operating industrial uses.

Consistent. The properties surrounding the Project Site include residential land uses. There are no industrial or warehouse buildings located in the immediate vicinity of the Project Site. Therefore, the Proposed Project would not conflict with any operating industrial uses.

(7) The transit priority project is located within one-half mile of a rail transit station or a ferry terminal included in a regional transportation plan or within one-quarter mile of a high-quality transit corridor included in a regional transportation plan.

Consistent. As noted above, the Project Sites are located within a HQTA by the 2020-2045 RTP/SCS (as depicted on Figure 25, above) and approximately 230 feet (direct distance) or 0.2 mile (walking distance) north of Whittier Boulevard, which is identified as an HQTC (as shown in Figure 28, above) due to the fact that the Montebello Bus 10 line runs at a frequency of less than 15 minutes during the morning and afternoon peak commute periods (6-9am and 3-7pm, respectively). Therefore, the Proposed Project is located within one-quarter mile of a HQTC and is consistent with this criterion.

PRC § 21155.1(c). The transit priority project meets at least one of the following three criteria:

(1) The transit priority project meets both of the following:

(A) At least 20 percent of the housing will be sold to families of moderate income, or not less than 10 percent of the housing will be rented to families of low income, or not less than 5 percent of the housing is rented to families of very low income.

(B) The transit priority project developer provides sufficient legal commitments to the appropriate local agency to ensure the continued availability and use of the housing units for very low, low-, and moderate-income households at monthly housing costs with an affordable housing cost or affordable rent, as defined in Section 50052.5 or 50053 of the Health and Safety Code, respectively, for the period required by the applicable financing. Rental units shall be affordable for at least 55 years. Ownership units shall be subject to resale restrictions or equity sharing requirements for at least 30 years.

Consistent. Of the 140 dwelling units provided in Project A, 30 units would be restricted for Low Income households, which is equivalent to 21 percent of Project A's total residential units. Of the 16 dwelling units provided in Project B, two units would be restricted for Low Income households, which is equivalent to 13 percent of Project B's total residential units. Collectively, the Proposed Project's 32 Low Income units represent just over 20 percent of the 156 total proposed units. Furthermore, the Applicant will enter into a housing regulatory agreement with the City memorializing these requirements and making them binding on any successors or assigns for the regulatory period of 55 years. Therefore, the Proposed Project will meet this criterion.

(2) The transit priority project developer has paid or will pay in-lieu fees pursuant to a local ordinance in an amount sufficient to result in the development of an equivalent number of units that would otherwise be required pursuant to paragraph (1).

Consistent. As discussed above, the Project meets criterion (1)(a). Thus, the Proposed Project meets the requirements of PRC 21155.1(c).

(3) The transit priority project provides public open space equal to or greater than five acres per 1,000 residents of the project.

Consistent. As discussed above, the Project meets criterion (1)(a). Thus, the Proposed Project meets the requirements of PRC 21155.1(c)..

3.0 Project Consistency with the Goals and Benefits of the 2020-2045 RTP/SCS

The Proposed Project would be consistent with applicable goals and policies presented within SCAG's 2020-2045 RTP/SCS. Refer to Table 3 below for the Proposed Project's consistency analysis.

Table 3
Consistency Analysis with Connect SoCal
(2020-2045 Regional Transportation Plan / Sustainable Community Strategy)

Goals and Policies	Consistency Assessment
Connect SoCal Goal 1 Encourage regional economic prosperity and global competitiveness.	**Not Applicable.** This Goal is directed towards SCAG and the City of Montebello and does not apply to the Proposed Project.
Connect SoCal Goal 2 Improve mobility, accessibility, reliability, and travel safety for people and goods.	**No Conflict.** The Project Sites are located in an urbanized area of the City of Montebello. The Proposed Project would develop a total of 156 dwelling units within a HQTA, as defined by SCAG. The Project Sites are also located less than ¼ mile from an HQTC along Whittier Boulevard. The Proposed Project would provide residents with convenient access to public transit and opportunities for walking and biking, including the provision of on-site bicycle parking spaces. Furthermore, the Proposed Project would be subject to the site plan review requirements of the City of Montebello Planning Division to ensure that all access roads, driveways and parking areas would not create a design hazard to local roadways and pedestrian walkways. Thus, the location of the Proposed Project encourages a variety of transportation options and access and therefore, would not conflict with this Goal.
Connect SoCal Goal 3 Enhance the preservation, security, and resilience of the regional transportation system.	**Not Applicable.** This goal is directed towards SCAG and does not apply to the Proposed Project. Nevertheless, the Proposed Project would support this Goal in that the Proposed Project would be subject to the site plan review requirements of the City of Montebello Planning Division to ensure that all access roads, driveways and parking areas would not create a design hazard to local roadways and pedestrian walkways. The Project Sites are located less than ¼ mile from an HQTC along Whittier Boulevard, as well as in proximity to additional transit lines on Beverly Boulevard less than one-half mile to the north. The Project Site's location in proximity to transit as well as nearby non-residential and public uses would help to reduce vehicle miles traveled (VMT). As such, the Proposed Project would not conflict with Connect SoCal's goals and policies related to a sustainable regional transportation system.
Connect SoCal Goal 4 Increase person and goods movement and travel choices within the transportation system.	**No Conflict.** The Proposed Project includes a total of 156 multi-family residential units. Given the Proposed Project's location close to transit, the Proposed Project would encourage the utilization of transit as a mode of

Table 3
Consistency Analysis with Connect SoCal
(2020-2045 Regional Transportation Plan / Sustainable Community Strategy)

Goals and Policies	Consistency Assessment
	transportation to and from the Project area. The Proposed Project would improve the public sidewalks adjacent to Project Site and to enhance the pedestrian experience and promote walkability. In addition, the Proposed Project would provide a total of 170 bicycle spaces (154 spaces in Project A and 16 spaces in Project B) to promote travel by bicycle. Thus, the Proposed Project would contribute to the productivity and use of the regional transportation system by providing housing near transit. Therefore, the Proposed Project would not create a significant impact to the surrounding circulation and would not conflict with this Goal.
Connect SoCal Goal 5 Reduce greenhouse gas emissions and improve air quality.	**No Conflict.** The Proposed Project is an infill development in an area that promotes the use of a variety of transportation options, which includes walking, biking, and the use of public transportation. The Project Site's location near mass transit and proximity to services, retail stores, and employment opportunities promotes a pedestrian-friendly environment. The Proposed Project would improve the public sidewalks along Poplar Avenue, adjacent to both Project Sites and would include active ground floor uses to enhance the pedestrian experience and promote walkability. In addition, the Proposed Project would provide a total of 170 bicycle spaces to promote travel by bicycle. Thus, the Proposed Project would reduce VMT traveled and help reduce greenhouse gas emissions and improve air quality. Therefore, the Proposed Project would not conflict with this Goal.
Connect SoCal Goal 6 Support healthy and equitable communities.	**No Conflict.** As stated above, the Project Sites are located in an urbanized area of the Montebello community within a HQTA as defined by SCAG. The Project Sites are located less than ¼ mile from an HQTC along Whittier Boulevard and in proximity to additional transit opportunities along Beverly Boulevard less than one-half mile to the north. The Proposed Project would provide residents with convenient access to public transit and opportunities for walking and biking. The Proposed Project would develop dwelling units near mass transit and in close proximity to services, retail stores, and employment opportunities, which would allow residents to live and work in the City. The location of the Proposed Project encourages a variety of transportation options and access to community services. Therefore, the Proposed Project would not conflict with this Goal.
Connect SoCal Goal 7 Adapt to a changing climate and support an integrated regional development pattern and transportation network.	**No Conflict.** This Goal is directed towards SCAG and the City of Montebello and does not apply to the Proposed Project. Nevertheless, the Proposed Project would develop a total of 156 dwelling units within a HQTA, consistent with SCAG's goal to concentrate infill development within Priority Growth Areas. The Project Site's location near mass transit and proximity to services, retail stores, and employment opportunities

Table 3
Consistency Analysis with Connect SoCal
(2020-2045 Regional Transportation Plan / Sustainable Community Strategy)

Goals and Policies	Consistency Assessment
	promotes a pedestrian-friendly environment. The location of the Proposed Project promotes the use of a variety of transportation options, which includes walking, biking, and the use of public transportation. Therefore, the Proposed Project would increase multi-family residential uses in transit-rich areas near services, retail, and employment opportunities. Thus, the Proposed Project would adapt to the changing land use and growth patterns of the local area. Therefore, the Proposed Project would not conflict with this Goal.
Connect SoCal Goal 8 Leverage new transportation technologies and data-driven solutions that result in more efficient travel.	**Not Applicable.** This Goal is directed towards SCAG and the City of Montebello and does not apply to the Proposed Project. No further discussion is required.
Connect SoCal Goal 9 Encourage development of diverse housing types in areas that are supported by multiple transportation options.	**No Conflict.** The Proposed Project would provide a variety of dwelling units of different sizes and configurations that would be available at market rate and affordable rate. The Proposed Project is increasing the housing choices available in the Montebello area. As stated above, the Project Sites are located in an urbanized area of the Montebello Community within a HQTA. The Project Sites are also located less than ¼ mile from an HQTA along Whittier Boulevard. The Proposed Project would provide residents with convenient access to public transit and opportunities for walking and biking. The Proposed Project would develop dwelling units near mass transit and in close proximity to services, retail stores, and employment opportunities. Thus, the Proposed Project would provide diverse housing types and encourages a variety of transportation options and access and therefore, would not conflict with this Goal.
Connect SoCal Goal 10 Promote conservation of natural and agricultural lands and restoration of habitats.	**Not Applicable.** This Goal is not applicable to the Proposed Project since the Project Site does not contain any natural or agricultural lands. No further discussion is required.
Connect SoCal Guiding Principal 1 Base transportation investments on adopted regional performance indicators and MAP-21/FAST Act regional targets.	**Not Applicable.** This Guiding Principal is directed towards SCAG and the City of Montebello and does not apply to the Proposed Project. No further discussion is required.
Connect SoCal Guiding Principal 2 Place high priority for transportation funding in the region on projects and programs that improve mobility, accessibility, reliability and safety, and that preserve the existing transportation system.	**Not Applicable.** This Guiding Principal is directed towards SCAG and the City of Montebello and does not apply to the Proposed Project. No further discussion is required.
Connect SoCal Guiding Principal 3 Assure that land use and growth strategies recognize local input, promote sustainable transportation options, and support equitable and adaptable communities.	**No Conflict.** This Guiding Principal is directed towards SCAG and the City of Montebello and does not apply to the Proposed Project. Nevertheless, the Proposed Project would develop 156 dwelling units near mass transit and proximity to services, retail stores, and employment opportunities promotes a pedestrian-friendly environment. The location of the Proposed Project promotes the use of a variety of transportation options,

Table 3
Consistency Analysis with Connect SoCal
(2020-2045 Regional Transportation Plan / Sustainable Community Strategy)

Goals and Policies	Consistency Assessment
	which includes walking, biking, and the use of public transportation. Therefore, the Proposed Project would increase multi-family residential uses in transit-rich areas near services, retail, and employment opportunities. Thus, the Proposed Project would adapt to the changing land use and growth patterns of the local area. Therefore, the Proposed Project would not conflict with this Guiding Principal.
Connect SoCal Guiding Principal 4 Encourage RTP/SCS investments and strategies that collectively result in reduced non-recurrent congestion and demand for single occupancy vehicle use, by leveraging new transportation technologies and expanding travel choices.	**Not Applicable.** This Guiding Policy relates to SCAG goals in supporting investments and strategies to reduce congestion and the use of single occupant vehicles. Nevertheless, the Proposed Project is located within a HQTA and adjacent to an HQTC, consistent with SCAG's goal of encouraging infill development within Priority Growth Areas. The Proposed Project would support public transportation due to its increase in residential population near transit opportunities and other alternative methods of transportation (e.g., walking and biking) through its provision of bicycle parking spaces and its proposed improvement of adjacent pedestrian rights-of-way. Therefore, the Proposed Project would not conflict with this Guiding Policy.
Connect SoCal Guiding Principal 5 Encourage transportation investments that will result in improved air quality and public health, and reduced greenhouse gas emissions.	**Not Applicable.** This Guiding Principal is directed towards SCAG and the City of Montebello and does not apply to the Proposed Project. However, as discussed under Connect SoCal Goal 5, above, the Proposed Project would not conflict with this principal as it is an infill development in an area that promotes the use of a variety of transportation options, which includes walking, biking and the use of public transportation. The Project Site's location near mass transit and proximity to services, retail stores, and employment opportunities promotes a pedestrian-friendly environment. The Proposed Project would improve the public sidewalks along Poplar Avenue, adjacent to both Project Sites and would include active ground floor uses to enhance the pedestrian experience and promote walkability. In addition, the Proposed Project would provide a total of 170 bicycle spaces to promote travel by bicycle. Thus, the Proposed Project would reduce VMT traveled and help reduce greenhouse gas emissions and improve air quality. Furthermore, the Proposed Project would comply with all regulations and policies aimed at reducing energy consumption and greenhouse gas emissions, reducing the reliance on fossil fuels, and promoting energy-efficiency standards and transportation. Therefore, the Proposed Project would not conflict with this Guiding Policy.
Connect SoCal Guiding Principal 6 Monitor progress on all aspects of the Plan, including the timely implementation of projects, programs, and strategies.	**Not Applicable.** This Guiding Principal is directed towards SCAG and does not apply to the Proposed Project. No further discussion is required.

Table 3
Consistency Analysis with Connect SoCal
(2020-2045 Regional Transportation Plan / Sustainable Community Strategy)

Goals and Policies	Consistency Assessment
Connect SoCal Guiding Principal 7 Regionally, transportation investments should reflect best-known science regarding climate change vulnerability, in order to design for long term resilience.	**Not Applicable.** This Guiding Principal is directed towards SCAG and does not apply to the Proposed Project. No further discussion is required.
Source: Southern California Association of Governments, Connect SoCal (2020-2045 RTP/SCS), September 2020.	

4.0 Project Consistency with SCAG 2020-2045 RTP/SCS Mitigation Measures

As a new multi-family residential project to be developed at an urban infill site that is within a SCAG-identified Priority Growth Area and HQTA, the 2020-2045 RTP/SCS Program EIR, which was adopted on September 3, 2020, is a relevant EIR applicable to the Project Site. As part of this Program EIR, mitigation measures were included that would reduce potentially significant impacts identified by the Program EIR. The complete list of the mitigation measures identified by the Program EIR is included in the Program EIR's Mitigation Monitoring and Reporting Program (MMRP). The MMRP includes both regional mitigation measures that would be implemented by SCAG as well as project-level measures that would be implemented by the respective lead agency (here, the City of Montebello). Because regional mitigation measures would be implemented by SCAG, they are not further discussed in this SCPE. As set forth by the Program EIR, project-level mitigation measures are those measures that SCAG determined a lead agency can and should consider, as applicable and feasible, where the lead agency has identified that a project has the potential for significant effects. This table focuses on the Project's consistency with the MMRP's project- level mitigation measures (marked as PMM in the MMRP).All Mitigation Measures identified below as applicable to the Proposed Project would me made enforceable through the City's imposition of conditions of approval.

Table 4
Applicability of Project-Level Mitigation Measures from Connect SoCal (2020-2045 Regional Transportation Plan / Sustainable Communities Strategy)

Topic	Project-Level Mitigation Measures	Applicability to the Project
AESTHETICS		
Impact AES-1 ***Potential for the Plan to Have a Substantial Adverse Effect on a Scenic Vista***	**PMM-AES-1:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to address potential aesthetic impacts to scenic vistas, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Use a palette of colors, textures, building materials that are graffiti-resistant, and/or plant materials that complement the surrounding landscape and development. b) Use contour grading to better match surrounding terrain. Contour edges of major cut-and-fill to provide a more natural looking finished profile. c) Design new corridor landscaping to respect existing natural and man-made	**No mitigation applies.** The Project Sites are located in an existing residential neighborhood. Residential development occupies frontage along both sides of Poplar Avenue. In addition, mature trees are located along both sides of Poplar Avenue. A limited view of the Montebello Hills is available facing north on Poplar Avenue. The view of the Montebello Hills is partially obstructed by the existing streetscape and development. Additionally, there are no public scenic views available looking west, south, or east from Poplar Avenue. Partially obstructed scenic views of the Santa Ana Mountains are available facing east from within Project Site A. Views of the Santa Ana Mountains from Poplar Avenue would continue to remain obstructed with the implementation of the Proposed Project. In addition, existing public views from Whittier

Table 4
Applicability of Project-Level Mitigation Measures from Connect SoCal (2020-2045 Regional Transportation Plan / Sustainable Communities Strategy)

Topic	Project-Level Mitigation Measures	Applicability to the Project
	features and to complement the dominant landscaping of the surrounding areas. d) Replace and renew landscaping along corridors with road widenings, interchange projects, and related improvements. e) Retain or replace trees bordering highways, so that clear-cutting is not evident. f) Provide new corridor landscaping that respects and provides appropriate transition to existing natural and man-made features and is complementary to the dominant landscaping or native habitats of surrounding areas. g) Reduce the visibility of construction staging areas by fencing and screening these areas with low contrast materials consistent with the surrounding environment, and by revegetating graded slopes and exposed earth surfaces at the earliest opportunity; h) Use see-through safety barrier designs (e.g. railings rather than walls)	Boulevard, a major east-west arterial, would not be impacted by the Proposed Project due to the nature of the topography of Project Site A, which rises steeply above the street to the north. Furthermore, the Proposed Project will undergo site plan review and approval by the City, and will comply with the City's applicable design and landscaping standards. There are multiple mature trees located along both sides of the Poplar Avenue public right-of-way. These trees would remain intact with the implementation of the Proposed Project. Nevertheless, should these trees be trimmed or removed in the future to accommodate the Proposed Project, the Project Applicant would need to conform to Section 12.08.060 of the City's Municipal Code, which outlines specific instructions regarding the removal and replacement of public trees. Therefore, the Proposed Project would not result in potential impacts to scenic vistas and no mitigation is required.
Impact AES-2 ***Potential to Substantially Damage Scenic Resources, Within a State Scenic Highway***	See **PMM AES-1** above.	**No mitigation applies.** See discussion of the applicability of PMM AES-1 above. Moreover, the Project Sites are not located within a state scenic highway.[25] Therefore, no mitigation is required.
Impact AES-3 ***Potential to Substantially Degrade the Existing Visual Character or Quality of Public Views***	**PMM-AES-2:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to address potential aesthetic impacts that substantially degrade visual character, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Minimize contrasts in scale and massing between the projects and surrounding natural forms and development, minimize their intrusion into important viewsheds, and use contour grading to better match	**No mitigation applies.** The Open Space Element of the City's General Plan identifies numerous significant resources within the City including the Montebello Hills, the bluff adjacent to the Rio Hondo River, and the Mission Viejo and Sanchez Adobe.[26] The Municipal Code does not contain any policies identifying and regulating scenic resources. As indicated previously, the two Project Sites are currently developed with residential units. In addition, existing views of both the Montebello Hills and the Rio Hondo basin are presently obstructed by the existing streetscape and development. The surrounding residential

[25] *California Department of Transportation (Caltrans), California State Scenic Highway System Map. Available at: https://www.arcgis.com/apps/webappviewer/index.html?id=2e921695c43643b1aaf7000dfcc19983..*

[26] *City of Montebello General Plan. Open Space Element. Plan adopted May 27, 1975.*

Table 4
Applicability of Project-Level Mitigation Measures from Connect SoCal (2020-2045 Regional Transportation Plan / Sustainable Communities Strategy)

Topic	Project-Level Mitigation Measures	Applicability to the Project
	surrounding terrain in accordance with county and city hillside ordinances, where applicable. b) Design landscaping along highway corridors to add significant natural elements and visual interest to soften the hard-edged, linear transportation corridors. c) Require development of design guidelines for projects that make elements of proposed buildings/facilities visually compatible or minimize visibility of changes in visual quality or character through use of hardscape and softscape solutions. Specific measures to be addressed include setback buffers, landscaping, color, texture, signage, and lighting criteria. d) Design projects consistent with design guidelines of applicable general plans. e) Require that sites are kept in a blight/nuisance-free condition. Remove blight or nuisances that compromise visual character or visual quality of project areas including graffiti abatement, trash removal, landscape management, maintenance of signage and billboards in good condition, and replace compromised native vegetation and landscape. f) Where sound walls are proposed, require sound wall construction and design methods that account for visual impacts as follows: • use transparent panels to preserve views where sound walls would block views from residences; • use landscaped earth berm or a combination wall and berm to minimize the apparent sound wall height; • construct sound walls of materials whose color and texture complements the surrounding landscape and development; g) Design sound walls to increase visual interest, reduce apparent height, and be visually compatible with the surrounding area; and landscape the sound walls with plants that screen the sound wall, preferably with either native vegetation or landscaping that complements the dominant landscaping of surrounding areas.	buildings vary in height from 12 to 20 feet. Therefore, the development of the Proposed Project would not impact nearby scenic resources since views of the resources are currently limited. Furthermore, the Proposed Project's development would not affect zoning regulations governing scenic quality since none have been established. Notwithstanding, the Proposed Project will undergo site plan review and approval by the City, and will comply with the City's applicable design and landscaping standards. Therefore, the Proposed Project would not result in potential impacts regarding visual character or scenic quality and no mitigation is required.

Table 4
Applicability of Project-Level Mitigation Measures from Connect SoCal (2020-2045 Regional Transportation Plan / Sustainable Communities Strategy)

Topic	Project-Level Mitigation Measures	Applicability to the Project
Impact AES-4 ***Create a New Source of Substantial Light or Glare Which Would Adversely Affect Day or Nighttime Views in the Area***	**PMM-AES-3:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to address potential aesthetic impacts that substantially degrade visual character, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Use lighting fixtures that are adequately shielded to a point below the light bulb and reflector and that prevent unnecessary glare onto adjacent properties. b) Restrict the operation of outdoor lighting for construction and operation activities to the hours of 7:00 a.m. to 10:00 p.m. c) Use high pressure sodium and/or cut-off fixtures instead of typical mercury-vapor fixtures for outdoor lighting. d) Use unidirectional lighting to avoid light trespass onto adjacent properties. e) Design exterior lighting to confine illumination to the project site, and/or to areas which do not include light-sensitive uses. f) Provide structural and/or vegetative screening from light-sensitive uses. g) Shield and direct all new street and pedestrian lighting away from light-sensitive off-site uses. h) Use non-reflective glass or glass treated with a non-reflective coating for all exterior windows and glass used on building surfaces. i) Architectural lighting shall be directed onto the building surfaces and have low reflectivity to minimize glare and limit light onto adjacent properties.	**No mitigation applies.** The Proposed Project would be subject to the following regulatory compliance measures, established in Section 15.08.100.C of the Municipal Code, that would avoid any impacts with respect to lighting: • Residential lighting is regulated under Title 15 – Buildings and Construction, Chapter 15.08, Section 15.08.100 – Special Residential Building Provisions of the City's Municipal Code. Per Section 15.08.100.C of the Municipal Code, lighting in multiple-family dwellings shall be as follows: o Aisles, passageways, and recesses related to and within the building complex shall be illuminated with an intensity of at least 0.25 foot-candles at the ground level during the hours of darkness. Lighting devices shall be protected by weather and vandalism resistant covers. o Open parking lots and carports shall be provided with a maintained minimum one foot-candle of light on the parking surface during the hours of darkness. Lighting devices shall be protected by weather and vandalism resistant covers. o All required lighting shall be designed to turn on automatically. Luminaries shall be directed or shielded to not be directly visible from any dwelling unit or cause off-site glare or nuisances. With respect to glare, the exterior façade surfaces of the Proposed Project would consist of non-reflective materials, such as concrete, masonry, and stucco components. The Proposed Project includes rooftop areas dedicated for future solar panels. These panels could potentially be a source of glare; however, any such glare could not impact the surrounding areas since the solar panels would be obstructed from view by the parapet. Therefore, the Proposed Project would not result in potential impacts regarding substantial light or glare, and no mitigation is required.
AGRICULTURE AND FORESTRY RESOURCES		
Impact AG-1 ***Conversion of Farmland to Non-Ag Use***	**PMM-AG-1:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to address potential adverse effects on	**No mitigation applies**. No farmland or agricultural activity exists on or in the vicinity of the Project Sites, which are currently fully developed with residential dwelling units. Moreover, no Prime Farmland, Unique

Table 4
Applicability of Project-Level Mitigation Measures from Connect SoCal (2020-2045 Regional Transportation Plan / Sustainable Communities Strategy)

Topic	Project-Level Mitigation Measures	Applicability to the Project
	agricultural resources, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Require project sponsors to mitigate for loss of farmland by providing permanent protection of in-kind farmland in the form of easements, fees, or elimination of development rights/potential. b) Project relocation or corridor realignment to avoid Prime Farmland, Unique Farmland, or Farmland of Local or Statewide Importance. c) Maintain and expand agricultural land protections such as urban growth boundaries. d) Provide for mitigation fees to support a mitigation bank that invests in farmer education, agricultural infrastructure, water supply, marketing, etc. that enhance the commercial viability of retained agricultural lands. e) Minimize severance and fragmentation of agricultural land by constructing underpasses and overpasses at reasonable intervals to provide property access. f) Use berms, buffer zones, setbacks, and fencing to reduce conflicts between new development and farming uses and protect the functions of farmland.	Farmland, or Farmland of Statewide Importance exists on or in the vicinity of the Project Sites.[27] As such, mitigation pertaining to the loss of agricultural land or forested areas is not applicable to the Project.
Impact AG-2 ***Potential to Conflict with Zoning for Ag Use, Williamson Act Contract***	See **PMM-AG-1**. **PMM-AG-2:** Project level mitigation measures can and should be considered by Lead Agencies as applicable and feasible. Measures to reduce substantial adverse effects on Williamson Act contracts to the maximum extent practicable, as determined appropriate by each Lead Agency, may include the following, or other comparable measures: a) Project relocation or corridor realignment to avoid lands in Williamson Act contracts. b) Establish conservation easements consistent with the recommendations of	**No mitigation applies**. The Project Sites are not zoned for agricultural production, there is no farmland on the Project Sites, and there are no Williamson Act Contracts in effect for the Project Sites.[28] As noted above, the Project Sites are currently fully developed with residential dwelling units. Thus, mitigation pertaining to the loss of agricultural land or forested areas is not applicable to the Project.

[27] *California Department of Conservation, Farmland Mapping & Monitoring Program, https://www.conservation.ca.gov/dlrp/fmmp*

[28] *California Department of Conservation, The Williamson Act Status Report, 2020, https://www.conservation.ca.gov/dlrp/wa/Documents/stats_reports/2020%20WA%20Status%20Report.pdf*

Table 4
Applicability of Project-Level Mitigation Measures from Connect SoCal (2020-2045 Regional Transportation Plan / Sustainable Communities Strategy)

Topic	Project-Level Mitigation Measures	Applicability to the Project
	the Department of Conservation, or 20-year Farmland Security Zone contracts (Government Code Section 51296 et seq.), 10-year Williamson Act contracts (Government Code Section 51200 et seq.), or use of other conservation tools available from the California Department of Conservation Division of Land Resource Protection.	
Impact AG-3 ***Conflict with Existing Zoning, Rezoning of Forest Land***	**PMM-AG-3:** Project level mitigation measures can and should be considered by Lead Agencies as applicable and feasible. Measures to reduce substantial adverse effects, through the conversion of Farmland to maximum extent practicable, as determined appropriate by each Lead Agency, may include the following, or other comparable measures: a) Minimize construction related impacts to agricultural and forestry resources by locating materials and stationary equipment in such a way as to prevent conflict with agriculture and forestry resources.	**No mitigation applies.** No farmland, forest land, or agricultural activity exists on or in the vicinity of the Project Sites. which are currently fully developed with residential dwelling units. As such, mitigation pertaining to the loss of agricultural land or forested areas is not applicable to the Project.
Impact AG-4 ***Loss of Forest Land to Non-Forest Use***	See **PMM-AG-3.**	**No mitigation applies.** No farmland, forest land, or agricultural activity exists on or in the vicinity of the Project Sites. which are currently fully developed with residential dwelling units. As such, mitigation pertaining to the loss of agricultural land or forested areas is not applicable to the Project.
Impact AG-5 ***Conversion of Farmland to Non-Ag Use, Conversion of Forest land to Non-Forest Use***	See **PMM-AG-2** and **PMM-GHG-2**. **PMM-AG-4:** Project level mitigation measures can and should be considered by Lead Agencies as applicable and feasible. Measures to reduce substantial adverse effects, through the conversion of Farmland, to the maximum extent practicable, as determined appropriate by each Lead Agency, may include the following, or other comparable measures: a) Design proposed projects to minimize, to the greatest extent feasible, the loss of the highest valued agricultural land. b) Redesign project features to minimize fragmenting or isolating Farmland. Where a project involves acquiring land or easements, ensure that the remaining non-project area is of a size sufficient to allow economically viable farming	**No mitigation applies**. No farmland, forest land, or agricultural activity exists on or in the vicinity of the Project Sites, which are currently fully developed with residential dwelling units. As such, mitigation pertaining to the loss of agricultural land or forested areas is not applicable to the Project.

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Topic	Project-Level Mitigation Measures	Applicability to the Project
	operations. The project proponents shall be responsible for acquiring easements, making lot line adjustments, and merging affected land parcels into units suitable for continued commercial agricultural management. c) Reconnect utilities or infrastructure that serve agricultural uses if these are disturbed by project construction. If a project temporarily or permanently cuts off roadway access or removes utility lines, irrigation features, or other infrastructure, the project proponents shall be responsible for restoring access as necessary to ensure that economically viable farming operations are not interrupted. **PMM-AG-5:** Project level mitigation measures can and should be considered by Lead Agencies as applicable and feasible. Measures to reduce substantial adverse effects, through the conversion of Farmland, to the maximum extent practicable, as determined appropriate by each Lead Agency, may include the following, or other comparable measures: a) Manage project operations to minimize the introduction of invasive species or weeds that may affect agricultural production on adjacent agricultural land. Where a project has the potential to introduce sensitive species or habitats or have other spill-over effects on nearby agricultural lands, the project proponents shall be responsible for acquiring easements on nearby agricultural land and/or financially compensating for indirect effects on nearby agricultural land. Easements (e.g., flowage easements) shall be required for temporary or intermittent interruption in farming activities (e.g., because of seasonal flooding or groundwater seepage). Acquisition or compensation would be required for permanent or significant loss of economically viable operations.	
AIR QUALITY		
Impact AQ-1 Conflict with or Obstruct Implementation of the Applicable Air Quality Plan	No mitigation is required.	**No mitigation applies.** For purposes of assessing a project's consistency with the AQMP, projects that are consistent with the growth forecast projections of employment and population forecasts identified in the RTP/SCS

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		are considered consistent with the AQMP, since the growth projections contained in the RTP/SCS form the basis of the land use and transportation control portions of the AQMP. As previously discussed in Section 2.0 of this SCPE, the Proposed Project is consistent with the regional growth projections for the Montebello Subregion and is consistent with the smart growth policies of the 2020-2045 RTP/SCS to increase housing density within a HQTA. Thus, the Project Site's location provides opportunities for residents, patrons, and visitors to use public transit to reduce vehicle trips. Studies by the California Department of Transportation, the U.S. Environmental Protection Agency and the Metropolitan Transportation Commission have found that focusing development in areas served by transit can result in local, regional and statewide benefits including reduced air pollution and energy consumption. The Proposed Project's close proximity to neighborhood-serving commercial/retail land uses and regional transit would result in fewer trips and a reduction to the Proposed Project's vehicle miles traveled (VMTs) as compared to the base trip rates for similar stand-alone land uses that are not located in close proximity to transit. Thus, because the Proposed Project would be consistent with the growth projections and regional land use planning policies of the 2020-2045 RTP/SCS (as discussed in greater detail in Section 2.0 and 3.0 of this SCPE, above), the Proposed Project would not conflict with or obstruct implementation of the 2016 AQMP. Therefore, no mitigation is required.
Impact AQ-2 ***Violate Any Air Quality Standard or Contribute to an Existing or Projected Air Quality Violation***	**PMM-AQ-1:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects related to violating air quality standards. Such measures may include the following or other comparable measures identified by the Lead Agency: • Minimize land disturbance. • Suspend grading and earth moving when wind gusts exceed 25 miles per hour unless the soil is wet enough to prevent dust plumes. • Cover trucks when hauling dirt.	**The Proposed Project would substantially conform to this Mitigation Measure.** The Proposed Project would be subject to regulatory compliance measures that have been identified by the California Air Resources Board (CARB) and the South Coast Air Quality Management District (SCAQMD) and other agencies as set forth below, and would implement similar comparable measures, to facilitate consistency with plans for attainment of identified air quality standards, as applicable and feasible:

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Topic	Project-Level Mitigation Measures	Applicability to the Project
	• Stabilize the surface of dirt piles if not removed immediately. • Limit vehicular paths on unpaved surfaces and stabilize any temporary roads. • Minimize unnecessary vehicular and machinery activities. • Sweep paved streets at least once per day where there is evidence of dirt that has been carried on to the roadway. • Revegetate disturbed land, including vehicular paths created during construction to avoid future off-road vehicular activities. • On Caltrans projects, Caltrans Standard Specifications 10-Dust Control, 17-Watering, and 18-Dust Palliative shall be incorporated into project specifications. • Require contractors to assemble a comprehensive inventory list (i.e., make, model, engine year, horsepower, emission rates) of all heavy-duty off-road (portable and mobile) equipment (50 horsepower and greater) that could be used an aggregate of 40 or more hours for the construction project. Prepare a plan for approval by the applicable air district demonstrating achievement of the applicable percent reduction for a CARB-approved fleet. • Ensure that all construction equipment is properly tuned and maintained. • Minimize idling time to 5 minutes – saves fuel and reduces emissions. • Provide an operational water truck on-site at all times. Use watering trucks to minimize dust; watering should be sufficient to confine dust plumes to the project work areas. Sweep paved streets at least once per day where there is evidence of dirt that has been carried on to the roadway. • Utilize existing power sources (e.g., power poles) or clean fuel generators rather than temporary power generators. • Develop a traffic plan to minimize community impacts as a result of traffic flow interference from construction activities. The plan may include advance public notice of routing, use of public transportation, and satellite parking areas with a shuttle service. Schedule operations affecting traffic for off-peak hours. Minimize obstruction of through-traffic lanes. Provide a flag person to guide traffic properly and ensure safety at construction sites. Project sponsors should consider developing	• Air Quality (Demolition, Site Clearing, Grading and Construction Activities): Compliance with provisions of SCAQMD District Rule 403. The Proposed Project will be required to comply with all applicable SCAQMD standards, including the following provisions of District Rule 403: ○ Use tarps or other suitable enclosures on haul trucks; ○ Limit vehicle speeds to 15 miles per hour; ○ Washing mud and soils from equipment at the conclusion of trenching activities; ○ Ensure that the loader bucket is close to the truck to minimize drop height while loading; ○ Empty loader buckets slowly so that no dust plumes are generated; ○ Maintain live perennial vegetation where possible; ○ Limit vehicular traffic and disturbances on soils where possible; and, ○ If interior block walls are planned, install as early as possible. • The Proposed Project shall comply with SCAQMD Rule 1403 – Asbestos Emissions from Demolition/Renovation Activities, which specify work practice requirements to limit asbestos emissions from building demolition and renovation activities, including the removal and associated disturbance of asbestos-containing materials (ACM). • In accordance with Sections 2485 in Title 13 of the California Code of Regulations, the idling of all diesel fueled commercial vehicles (weighing over 10,000 pounds) during construction shall be limited to five minutes at any location. • In accordance with Section 93115 in Title 17 of the California Code of Regulations, operation of any stationary, diesel-fueled, compression-ignition engines shall meet specified fuel and fuel additive requirements and emission standards. • The Proposed Project shall comply with SCAQMD Rule 1113 limiting the volatile organic compound content of architectural coatings. • The Proposed Project shall comply with SCAQMD Rule 1108 limiting the volatile

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Topic	Project-Level Mitigation Measures	Applicability to the Project
	a goal for the minimization of community impacts. • As appropriate require that portable engines and portable engine-driven equipment units used at the project work site, with the exception of on-road and off-road motor vehicles, obtain CARB Portable Equipment Registration with the state or a local district permit. Arrange appropriate consultations with the CARB or the District to determine registration and permitting requirements prior to equipment operation at the site. • Require projects to use Tier 4 Final equipment or better for all engines above 50 horsepower (hp). In the event that construction equipment cannot meet to Tier 4 Final engine certification, the Project representative or contractor must demonstrate through future study with written findings supported by substantial evidence that is approved by SCAG before using other technologies/strategies. Alternative applicable strategies may include, but would not be limited to, construction equipment with Tier 4 Interim or reduction in the number and/or horsepower rating of construction equipment and/or limiting the number of construction equipment operating at the same time. All equipment must be tuned and maintained in compliance with the manufacturer's recommended maintenance schedule and specifications. All maintenance records for each equipment and their contractor(s) should make available for inspection and remain on-site for a period of at least two years from completion of construction, unless the individual project can demonstrate that Tier 4 engines would not be required to mitigate emissions below significance thresholds. Project sponsors should also consider including ZE/ZNE technologies where appropriate and feasible. • Projects located within the South Coast Air Basin should consider applying for South Coast AQMD "SOON" funds which provides funds to applicable fleets for the purchase of commercially available low-emission heavy-duty engines to achieve near-term reduction of NOx emissions from in-use off-road diesel vehicles. • Projects located within AB 617 communities should review the applicable Community	organic compound content from cutback asphalt. • New on-site facility nitrogen oxide emissions shall be minimized through the use of emission control measures (e.g., use of best available control technology for new combustion sources such as boilers and water heaters) as required by SCAQMD Regulation XIII, New Source Review. • The Proposed Project shall use Tier 4 Final equipment or better for all engines above 50 horsepower (hp), provided such equipment is commercially available and feasible to utilize. In the event that construction equipment cannot meet to Tier 4 Final engine certification, the Project representative or contractor must demonstrate through future study with written findings supported by substantial evidence that is approved by SCAG before using other technologies/strategies. Alternative applicable strategies may include, but would not be limited to, construction equipment with Tier 4 Interim or reduction in the number and/or horsepower rating of construction equipment and/or limiting the number of construction equipment operating at the same time. All equipment must be tuned and maintained in compliance with the manufacturer's recommended maintenance schedule and specifications. All maintenance records for each equipment and their contractor(s) should make available for inspection and remain on-site for a period of at least two years from completion of construction, unless the individual project can demonstrate that Tier 4 engines would not be required to mitigate emissions below significance thresholds. Project sponsors should also consider including ZE/ZNE technologies where appropriate and feasible. In addition, the Proposed Project would not introduce sensitive receptors within 500 feet of freeways. Accordingly, with implementation of all applicable CARB and SCAQMD regulatory requirements, the Proposed Project would minimize emissions and would therefore be substantially in conformance with PMM-AQ-1.

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Topic	Project-Level Mitigation Measures	Applicability to the Project

	Emissions Reduction Plan (CERP) for additional mitigation that can be applied to individual projects.
	• Where applicable, projects should provide information about air quality related programs to schools, including the Environmental Justice Community Partnerships (EJCP), Clean Air Ranger Education (CARE), and Why Air Quality Matters programs.
	• Projects should work with local cities and counties to install adequate signage that prohibits truck idling in certain locations (e.g., near schools and sensitive receptors).
	• As applicable for airport projects, the following measures should be considered:
	  • Considering operational improvements to reduce taxi time and auxiliary power unit usage, where feasible. Additionally, consider single engine taxing, if feasible as allowed per Federal Aviation Administration guidelines.
	  • Set goals to achieve a reduction in emissions from aircraft operations over the lifetime of the proposed project.
	  • Require the use of ground service equipment (GSE) that can operate on battery-power. If electric equipment cannot be obtained, require the use of alternative fuel, the cleanest gasoline equipment, or Tier 4, at a minimum.
	• As applicable for port projects, the following measures should be considered:
	  • Develop specific timelines for transitioning to zero emission cargo handling equipment (CHE).
	  • Develop interim performance standards with a minimum amount of CHE replacement each year to ensure adequate progress
	  • Use short side electric power for ships, which may include tugboats and other ocean-going vessels or develop incentives to gradually ramp up the usage of shore power.
	  • Install the appropriate infrastructure to provide shore power to operate the ships. Electrical hookups should be appropriately sized.
	  • Maximize participation in the Port of	

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Applicability of Project-Level Mitigation Measures from Connect SoCal (2020-2045 Regional Transportation Plan / Sustainable Communities Strategy)

Topic	Project-Level Mitigation Measures	Applicability to the Project
	Los Angeles' Vessel Speed Reduction Program or the Port of Long Beach's Green Flag Initiation Program in order to reduce the speed of vessel transiting within 40 nautical miles of Point Fermin. • Encourage the participation in the Green Ship Incentives. • Offer incentives to encourage the use of on-dock rail. • As applicable for rail projects, the following measures should be considered: • Provide the highest incentives for electric locomotives and then locomotives that meet Tier 5 emission standards with a floor on the incentives for locomotives that meet Tier 4 emission standards. • Projects that will introduce sensitive receptors within 500 feet of freeways and other sources should consider installing high efficiency of enhanced filtration units, such as Minimum Efficiency Reporting Value (MERV) 13 or better. Installation of enhanced filtration units can be verified during occupancy inspection prior to the issuance of an occupancy permit. • Develop an ongoing monitoring, inspection, and maintenance program for the MERV filters. • Disclose potential health impacts to prospective sensitive receptors from living in close proximity to freeways or other sources of air pollution and the reduced effectiveness of air filtration systems when windows are open or residents are outside. • Identify the responsible implementing and enforcement agency to ensure that enhanced filtration units are installed on-site before a permit of occupancy is issued. • Disclose the potential increase in energy costs for running the HVAC system to prospective residents. • Provide information to residents on where MERV filters can be purchased. • Provide recommended schedule (e.g., every year or every six months) for replacing the enhanced filtration units.	

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	• Identify the responsible entity such as future residents themselves, Homeowner's Association, or property managers for ensuring enhanced filtration units are replaced on time. • Identify, provide, and disclose ongoing cost-sharing strategies, if any, for replacing the enhanced filtration units. • Set criteria for assessing progress in installing and replacing the enhanced filtration units; and • Develop a process for evaluating the effectiveness of the enhanced filtration units. • Consult the SCAG Environmental Justice Toolbox for potential measures to address impacts to low-income and/or minority communities	
Impact AQ-3 ***Cumulative Increase of Criteria Pollutant for Which Project is Non-Attainment***	See **PMM-AQ-1**.	**The Proposed Project would substantially conform to this Mitigation Measure.** See discussion of the applicability of PMM AQ-1 above. The Proposed Project would be subject to regulatory compliance measures that have been identified by CARB and SCAQMD and other agencies that would be equal to or more effective than this mitigation measure. Accordingly, with implementation of all applicable CARB and SCAQMD regulatory requirements, the Proposed Project would minimize emissions and would therefore be substantially in conformance with PMM-AQ-1. No mitigation is required.
Impact AQ-4 ***Expose Sensitive Receptors to Substantial Pollutant Concentrations***	See **PMM-AQ-1**.	**The Proposed Project would substantially conform to this Mitigation Measure.** See discussion of the applicability of PMM AQ-1 under Impact AQ-2. The Proposed Project would be subject to regulatory compliance measures that have been identified by CARB and SCAQMD and other agencies that would be equal to or more effective than this mitigation measure. Accordingly, with implementation of all applicable CARB and SCAQMD regulatory requirements, the Proposed Project would minimize emissions and would therefore be substantially in conformance with PMM-AQ-1. No mitigation is required.
Impact AQ-5		

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Topic	Project-Level Mitigation Measures	Applicability to the Project
Result in Other Emissions (Odors)	No mitigation is required**.**	**No mitigation applies.** Notwithstanding the fact that no mitigation is identified for this impact area, as discussed above under Impact AQ-2, the Proposed Project would implement regulatory compliance measures that would minimize emissions, including potentially associated odors, during construction. Moreover, once occupied, the Proposed Project would not result in the generation of objectionable odors since the Proposed Project is residential in nature and will not be involved in any odor generating activities known to produce significant odors and dust (i.e. agriculture, chemical plants). Therefore, no potential impacts are anticipated.
BIOLOGICAL RESOURCES		
Impact BIO-1 ***Adverse Effect on Candidate, Sensitive, or Special Status Species***	**PMM-BIO-1:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects related to threatened and endangered species, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: • Require project design to avoid occupied habitat, potentially suitable habitat, and designated critical habitat, wherever practicable and feasible. • Where avoidance is determined to be infeasible, provide conservation measures to fulfill the requirements of the applicable authorization for incidental take pursuant to Section 7 or 10(a) of the federal ESA, Section 2081 of the California ESA to support issuance of an incidental take permit, and/or as identified in local or regional plans. Conservation strategies to protect the survival and recovery of federally and state-listed endangered and local special status species may include: I. Impact minimization strategies II. Contribution of in-lieu fees for in-kind conservation and mitigation efforts III. Use of in-kind mitigation bank credits IV. Funding of research and recovery efforts V. Habitat restoration	**No mitigation required**. The Project Sites are located in an urbanized area of the City and are improved with residential dwelling units. Accordingly, they do not contain any critical habitat or support any species identified or designated as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service.[29] The Project Site is located in an urbanized area of the City. In addition, while there are multiple mature trees located along both sides of the Poplar Avenue public right-of-way, these trees would remain intact with the implementation of the Proposed Project. Should these trees need to be trimmed or removed in the future to accommodate the Proposed Project, the Project Applicant would need to conform to Section 12.08.060 of the City's Municipal Code, which outlines specific instructions regarding the removal and replacement of public trees. In addition, in compliance with the federal Migratory Bird Treaty Act (MBTA), any proposed tree removal activities would take place outside of the nesting season (February 15–September 15) to the greatest extent practicable. To the extent that vegetation removal activities must occur during the nesting season, a biological monitor would be present during the removal activities to ensure that no active nests would be impacted. If active nests are found, a 300-

[29] *California Department of Fish and Wildlife California Natural Biodiversity Database (CNDDB) Bios Viewer for the El Monte Quadrangle.*

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Topic	Project-Level Mitigation Measures	Applicability to the Project
	VI. Establishment of conservation easements VII. Permanent dedication of in-kind habitat • Design projects to avoid desert native plants protected under the California Desert Native Plants Act, salvage and relocate desert native plants, and/or pay in lieu fees to support off-site long-term conservation strategies. • Temporary access roads and staging areas will not be located within areas containing sensitive plants, wildlife species or native habitat wherever feasible, so as to avoid or minimize impacts to these species. • Develop and implement a Worker Environmental Awareness Program (environmental education) to inform project workers of their responsibilities to avoid and minimize impacts on sensitive biological resources. • Retain a qualified botanist to document the presence or absence of special status plants before project implementation. • Appoint a qualified biologist to monitor construction activities that may occur in or adjacent to occupied sensitive species' habitat to facilitate avoidance of resources not permitted for impact. • Appoint a qualified biologist to monitor implementation of mitigation measures. • Schedule construction activities to avoid sensitive times for biological resources (e.g. steelhead spawning periods during the winter and spring, nesting bird season) and to avoid the rainy season when erosion and sediment transport is increased. • Develop an invasive species control plan associated with project construction. • If construction occurs during breeding seasons in or adjacent to suitable habitat, include appropriate sound attenuation measures required for sensitive avian species and other best management practices appropriate for potential local sensitive wildlife • Conduct pre-construction surveys to delineate occupied sensitive species' habitat to facilitate avoidance. • Where projects are determined to be within suitable habitat and may impact listed or sensitive species that have specific field survey protocols or guidelines outlined by the USFWS, CDFW, or other local agency, conduct preconstruction surveys that follow	foot buffer (500 feet for raptors) would be established until the fledglings have left the nest. As such, due to the lack of existing species as well as compliance with existing regulatory requirements, mitigation pertaining to biological resources is not applicable to the Proposed Project.

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	applicable protocols and guidelines and are conducted by qualified and/or certified personnel.	
Impact BIO-2 ***Adverse Effect on Riparian Habitat or Other Sensitive Natural Community***	See **PMM-BIO-1**. **PMM-BIO-2:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects related to riparian habitats and other sensitive natural communities, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Consult with the USFWS and NMFS where such state-designated sensitive or riparian habitats provide potential or occupied habitat for federally listed rare, threatened, and endangered species afforded protection pursuant to the federal ESA. b) Consult with the USFS where such state-designated sensitive or riparian habitats provide potential or occupied habitat for federally listed rare, threatened, and endangered species afforded protection pursuant to the federal ESA and any additional species afforded protection by an adopted Forest Land Management Plan or Resource Management Plan for the four national forests in the six-county area: Angeles, Cleveland, Los Padres, and San Bernardino. c) Consult with the CDFW where such state-designated sensitive or riparian habitats provide potential or occupied habitat for state-listed rare, threatened, and endangered species afforded protection pursuant to the California ESA, or Fully Protected Species afforded protection pursuant to the State Fish and Game Code. d) Consult with the CDFW pursuant to the provisions of Section 1600 of the State Fish and Game Code as they relate to Lakes and Streambeds. e) Consult with the USFWS, USFS, CDFW, and counties and cities in the SCAG	**No mitigation applies**. The Project Sites are located in an urbanized area of the City and are improved with residential dwelling units. No riparian habitat or other sensitive natural communities are located on the Project Site. Therefore, development of the Project would not result in adverse effects to any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service.[30] Moreover, as described above under PMM-BIO-1, all tree removals or pruning would take place in conformance with the MBTA and local regulations. As such, mitigation pertaining to biological resources is not applicable to the Proposed Project.

[30] *U.S. Fish and Wildlife Service. Wetlands Mapper. http://www.fws.gov/Wetlands/data/Mapper.html*

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	region, where state-designated sensitive or riparian habitats are occupied by birds afforded protection pursuant to the MBTA during the breeding season. f) Consult with the CDFW for state-designated sensitive or riparian habitats where furbearing mammals, afforded protection pursuant to the provisions of the State Fish and Game Code for fur-beaming mammals, are actively using the areas in conjunction with breeding activities. g) Require project design to avoid sensitive natural communities and riparian habitats, wherever practicable and feasible. h) Where avoidance is determined to be infeasible, develop sufficient conservation measures through coordination with local agencies and the regulatory agency (i.e., USFWS or CDFW) to protect sensitive natural communities and riparian habitats and develop appropriate compensatory mitigation, where required. i) Appoint a qualified wetland biologist to monitor construction activities that may occur in or adjacent to sensitive communities. j) Appoint a qualified wetland biologist to monitor implementation of mitigation measures. k) Schedule construction activities to avoid sensitive times for biological resources and to avoid the rainy season when erosion and sediment transport is increased. l) When construction activities require stream crossings, schedule work during dry conditions and use rubber-wheeled vehicles, when feasible. Have a qualified wetland scientist determine if potential project impacts require a Notification of Lake or Streambed Alteration to CDFW during the planning phase of projects. m) Consult with local agencies, jurisdictions, and landowners where such state-designated sensitive or riparian habitats are afforded protection pursuant an adopted regional conservation plan. n) Install fencing and/or mark sensitive habitat to be avoided during construction activities.	

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	o) Salvage and stockpile topsoil (the surface material from 6 to 12 inches deep) and perennial native plants, when recommended by the qualified wetland biologist, for use in restoring native vegetation to areas of temporary disturbance within the project area. Salvage of soils containing invasive species, seeds and/or rhizomes will be avoided as identified by the qualified wetland biologist. p) Revegetate with appropriate native vegetation following the completion of construction activities, as identified by the qualified wetland biologist. q) Complete habitat enhancement (e.g., through removal of non-native invasive wetland species and replacement with more ecologically valuable native species). r) Use Best Management Practices (BMPs) at construction sites to minimize erosion and sediment transport from the area. BMPs include encouraging growth of native vegetation in disturbed areas, using straw bales or other silt-catching devices, and using settling basins to minimize soil transport.	
Impact BIO-3 ***Adverse Effect on State or Federally Protected Wetlands***	See **PMM-BIO-**1 and **PMM-BIO-2**. **PMM-BIO-3:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects related to wetlands, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Require project design to avoid federally protected aquatic resources consistent with the provisions of Sections 404 and 401 of the CWA, wherever practicable and feasible. b) Where the lead agency has identified that a project, or other regionally significant project, has the potential to impact other wetlands or waters, such as those considered Waters Of the State of	**No mitigation applies.** The Project Sites are not located on protected wetlands or water features that are in the jurisdiction and responsibility of the U.S. Army Corps of Engineers, public agencies and/or Lead Agencies.[31] Therefore, mitigation measures related to the protection of biological resources are not applicable to the Proposed Project.

[31] *Ibid.*

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	California under the State Wetland Definition and Procedures for Dischargers of Dredged or Fill Material to Waters of the State, not protected under Section 404 or 401 of the CWA, seek comparable coverage for these wetlands and waters in consultation with the SWRCB, applicable RWQCB, and CDFW. c) Where avoidance is determined to be infeasible, develop sufficient conservation measures to fulfill the requirements of the applicable authorization for impacts to federal and state protected aquatic resource to support issuance of a permit under Section 404 of the CWA as administered by the USACE. The use of an authorized Nationwide Permit or issuance of an individual permit requires the project applicant to demonstrate compliance with the USACE's Final Compensatory Mitigation Rule. The USACE reviews projects to ensure environmental impacts to aquatic resources are avoided or minimized as much as possible. Consistent with the administration's performance standard of "no net loss of wetlands" a USACE permit may require a project proponent to restore, establish, enhance or preserve other aquatic resources in order to replace those affected by the proposed project. This compensatory mitigation process seeks to replace the loss of existing aquatic resource functions and area. Project proponents required to complete mitigation are encouraged to use a watershed approach and watershed planning information. The new rule establishes performance standards, sets timeframes for decision making, and to the extent possible, establishes equivalent requirements and standards for the three sources of compensatory mitigation: • Permittee-responsible mitigation • Contribution of in-kind in-lieu fees • Use of in-kind mitigation bank credits • Where avoidance is determined to be infeasible and d) Where avoidance is determined to be infeasible and proposed projects' impacts	

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Topic	Project-Level Mitigation Measures	Applicability to the Project
	exceed an existing Nationwide Permit (NWP) and/or California SWRCB-certified NWP, or applicable County Special Area Management Plan (SAMP), the lead agency should provide USACE and SWRCB (where applicable) an alternative analysis consistent with the Least Environmentally Damaging Practicable Alternatives in this order of priorities: • Avoidance • Impact Minimization • On-site alternatives • Off-site alternatives e) Require review of construction drawings by a certified wetland delineator as part of each project-specific environmental analysis to determine whether aquatic resources will be affected and, if necessary, perform formal wetland delineation.	
Impact BIO-4 ***Interfere with the Movement of Species, Migratory Wildlife Corridors, Impede Use of Native Wildlife Nursery***	See **PMM-BIO-1** through **PMM-BIO-3**. **PMM-BIO-4:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects related to wildlife movement, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Consult with the USFS where impacts to migratory wildlife corridors may occur in an area afforded protection by an adopted Forest Land Management Plan or Resource Management Plan for the four national forests in the six-County area: Angeles, Cleveland, Los Padres, and San Bernardino. b) Consult with counties, cities, and other local organizations when impacts may occur to open space areas that have been designated as important for wildlife movement related to local ordinances or conservation plans. c) Prohibit construction activities within 500 feet of occupied breeding areas for wildlife afforded protection pursuant to Title 14 § 460 of the California Code of Regulations protecting fur-bearing mammals, during the breeding season.	**No mitigation applies**. The Project Sites are improved with residential dwelling units and are located in an urbanized area of the City. The Project Sites are not located within or adjacent to migratory fish, wildlife species, or established native resident and/or migratory wildlife corridors, or native wildlife nursery sites. Furthermore, as described above under PMM-BIO-1, the Project would comply with the MBTA potential impacts to migratory birds would not occur in connection with the removal or pruning of trees. Therefore, mitigation measures related to the protection of biological resources are not applicable to the Proposed Project.

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Topic	Project-Level Mitigation Measures	Applicability to the Project
	d) Conduct a survey to identify active raptor and other migratory nongame bird nests by a qualified biologist at least two weeks before the start of construction at project sites from February 1 through August 31. e) Prohibit construction activities with 300 feet of occupied nest of birds afforded protection pursuant to the Migratory Bird Treaty Act, during the breeding season. f) Ensure that suitable nesting sites for migratory nongame native bird species protected under the Migratory Bird Treaty Act and/or trees with unoccupied raptor nests should only be removed prior to February 1, or following the nesting season. g) When feasible and practicable, proposed projects will be designed to minimize impacts to wildlife movement and habitat connectivity and preserve existing and functional wildlife corridors. h) Conduct site-specific analyses of opportunities to preserve or improve habitat linkages with areas on- and off-site. i) Long linear projects with the possibility of impacting wildlife movement should analyze habitat linkages/wildlife movement corridors on a broad scale to avoid critical narrow choke points that could reduce function of recognized movement corridor. j) Require review of construction drawings and habitat connectivity mapping by a qualified biologist to determine the risk of habitat fragmentation. k) Pursue mitigation banking to preserve habitat linkages and corridors (opportunities to purchase, maintain, and/or restore offsite habitat). l) When practicable and feasible design projects to promote wildlife corridor redundancy by including multiple connections between habitat patches. m) Evaluate the potential for installation of overpasses, underpasses, and culverts to create wildlife crossings in cases where a roadway or other transportation project may interrupt the flow of species through their habitat. Retrofitting of existing infrastructure in project areas should also be considered for wildlife crossings for purposes of mitigation.	

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	n) Install wildlife fencing where appropriate to minimize the probability of wildlife injury due to direct interaction between wildlife and roads or construction. o) Where avoidance is determined to be infeasible, design sufficient conservation measures through coordination with local agencies and the regulatory agency (i.e., USFWS or CDFW) and in accordance with the respective counties and cities general plans to establish plans to mitigate for the loss of fish and wildlife movement corridors and/or wildlife nursery sites. The consideration of conservation measures may include the following measures, in addition to the measures outlined in MM-BIO-1(b), where applicable: • Wildlife movement buffer zones • Corridor realignment • Appropriately spaced breaks in center barriers • Stream rerouting • Culverts • Creation of artificial movement corridors such as freeway under- or overpasses • Other comparable measures p) Where the lead agency has identified that a RTP/SCS project, or other regionally significant project, has the potential to impact other open space or nursery site areas, seek comparable coverage for these areas in consultation with the USFWS, CDFW, NMFS, or other local jurisdictions. q) Incorporate applicable and appropriate guidance (e.g. FHWA-HEP-16-059), as well as best management practices, to benefit pollinators with a focus on native plants.	
Impact BIO-5 ***Conflict with Local Policies or Ordinances Protecting Biological Resources***	See **PMM-BIO-1** through **PMM-BIO-4**. **PMM-BIO-5:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce conflicts with local policies and ordinances protecting biological resources, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency:	**No mitigation applies**. The Project Sites are completely paved and developed, and no significant vegetation exists. Title 12 (Streets, Sidewalks, and Public Places) Chapter 12.08 – Trees and Shrubs of City Municipal Code serves as the City's "Tree Ordinance." The ordinance prohibits the removal and/or cutting of trees located in public spheres such as easements, streets, and parks. There are multiple mature trees located along both sides

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	a) Consult with the appropriate local agency responsible for the administration of the policy or ordinance protecting biological resources. b) Prioritize retention of trees on-site consistent with local regulations. Provide adequate protection during the construction period for any trees that are to remain standing, as recommended by an International Society of Arboriculture (ISA) certified arborist. c) If specific project area trees are designated as "Protected Trees," "Landmark Trees," or "Heritage Trees," obtain approval for encroachment or removals through the appropriate entity, and develop appropriate mitigation measures at that time, to ensure that the trees are replaced. Mitigation trees shall be locally collected native species, as directed by a qualified biologist. d) Appoint an ISA certified arborist to monitor construction activities that may occur in areas with trees are designated as "Protected Trees," "Landmark Trees," or "Heritage Trees," to facilitate avoidance of resources not permitted for impact. Before the start of any clearing, excavation, construction or other work on the site, securely fence off every protected tree deemed to be potentially endangered by said site work. Keep such fences in place for duration of all such work. Clearly mark all trees to be removed. e) Establish a scheme for the removal and disposal of logs, brush, earth and other debris that will avoid injury to any protected tree. Where proposed development or other site work could encroach upon the protected perimeter of any protected tree, incorporate special measures to allow the roots to breathe and obtain water and nutrients. Minimize any excavation, cutting, filing, or compaction of the existing ground surface within the protected perimeter. Require that no change in existing ground level occur from the base of any protected tree at any time. Require that no burning or use of equipment with an open flame occur near or within the protected perimeter of any protected tree. f) Require that no storage or dumping of oil, gas, chemicals, or other substances that	of the Poplar Avenue public right-of-way. These trees would remain intact during the development of the Proposed Project. Nevertheless, should these trees be removed in the future to accommodate the Proposed Project, the Project Applicant would need to conform to Section 12.08.060 of the City's Municipal Code, which outlines specific instructions regarding the removal and replacement of public trees. Furthermore, as described above under PMM-BIO-1, the Project would comply with the MBTA to ensure that potential impacts to migratory birds would not occur in connection with the removal or pruning of trees. As such, none of the Mitigation Measures that pertain to potential conflicts with local policies or ordinances protecting biological resources are applicable.

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Topic	Project-Level Mitigation Measures	Applicability to the Project
	may be harmful to trees occur from the base of any protected trees, or any other location on the site from which such substances might enter the protected perimeter. Require that no heavy construction equipment or construction materials be operated or stored within a distance from the base of any protected trees. Require that wires, ropes, or other devices not be attached to any protected tree, except as needed for support of the tree. Require that no sign, other than a tag showing the botanical classification, be attached to any protected tree. g) Thoroughly spray the leaves of protected trees with water periodically during construction to prevent buildup of dust and other pollution that would inhibit leaf transpiration, as directed by the certified arborist. h) If any damage to a protected tree should occur during or as a result of work on the site, the appropriate local agency will be immediately notified of such damage. If, such tree cannot be preserved in a healthy state, as determined by the certified arborist, require replacement of any tree removed with another tree or trees on the same site deemed adequate by the local agency to compensate for the loss of the tree that is removed. Remove all debris created as a result of any tree removal work from the property within two weeks of debris creation, and such debris shall be properly disposed of in accordance with all applicable laws, ordinances, and regulations. Design projects to avoid conflicts with local policies and ordinances protecting biological resources i) Where avoidance is determined to be infeasible, sufficient conservation measures to fulfill the requirements of the applicable policy or ordinance shall be developed, such as to support issuance of a tree removal permit. The consideration of conservation measures may include: • Avoidance strategies • Contribution of in-lieu fees • Planting of replacement trees • Re-landscaping areas with native vegetation post-construction	

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	• Other comparable measures developed in consultation with local agency and certified arborist.	
Impact BIO-6 ***Conflict with Habitat Conservation Plan, Natural Community Conservation Plan, Local, Regional, or State Habitat Conservation Plan***	See **PMM-BIO-1** through **PMM-BIO-5**. **PMM-BIO-6:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects on HCPs and NCCPs, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Consult with the appropriate federal, state, and/or local agency responsible for the administration of HCPs or NCCPs. b) Wherever practicable and feasible, the project shall be designed to avoid lands preserved under the conditions of an HCP or NCCP. c) Where avoidance is determined to be infeasible, sufficient conservation measures to fulfill the requirements of the HCP and/or NCCP, which would include but not be limited to applicable authorization for incidental take pursuant to Section 7 or 10(a) of the federal Endangered Species Act or Section 2081 of the California ESA, shall be developed to support issuance of an incidental take permit or any other permissions required for development within the HCP/NCCP boundaries. The consideration of additional conservation measures would include the measures outlined in SMM-BIO-2, where applicable.	**No mitigation applies**. No locally designated natural communities are known to occur on or adjacent to the Project Sites.[32] Furthermore, the Project Site is not within or adjacent to an existing Significant Ecological Area.[33] Therefore, mitigation measures related to potential effects such conservation and habitat plans are not applicable to the Proposed Project.
CULTURAL RESOURCES		
Impact CULT-1 ***Cause Adverse Change in Significance of Historical***	**PMM-CULT-1:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects	**No mitigation applies/The Proposed Project will substantially conform to this Mitigation Measure.** As discussed in Section 2.0 of this SCPE, the Project does not involve and would not affect any historic resources, and no known

[32] *California Department of Fish & Wildlife, California Regional Conservation Plans. Available at: www.wildlife.ca.gov/Conservation/Planning/NCCP/Plans. Natural Community Conservation Plans. Available at: https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=68626&inline.*

[33] *Los Angeles County Department of Regional Planning, 2020. Planning & Zoning Information, GIS-NET3 online database. Available at: http://planning.lacounty.gov/gisnet3.*

Table 4
Applicability of Project-Level Mitigation Measures from Connect SoCal (2020-2045 Regional Transportation Plan / Sustainable Communities Strategy)

Topic	Project-Level Mitigation Measures	Applicability to the Project
Resource Pursuant to Section 15064.5	related to historical resources, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Pursuant to *CEQA Guidelines* Section 15064.5, conduct a record search during the project planning phase at the appropriate Information Center to determine whether the project area has been previously surveyed and whether historical resources were identified. b) During the project planning phase, retain a qualified architectural historian, defined as an individual who meets the Secretary of the Interior's (SOI) Professional Qualification Standards (PQS) in Architectural History, to conduct historic architectural surveys if a built environment resource greater than 45 years in age may be affected by the project or if recommended by the Information Center. c) Comply with Section 106 of the National Historic Preservation Act (NHPA) including, but not limited to, projects for which federal funding or approval is required for the individual project. This law requires federal agencies to evaluate the impact of their actions on resources included in or eligible for listing in the National Register. Federal agencies must coordinate with the State Historic Preservation Officer in evaluating impacts and developing mitigation. These mitigation measures may include, but are not limited to the following: • Employ design measures to avoid historical resources and undertake adaptive reuse where appropriate and feasible. If resources are to be preserved, as feasible, carry out the maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction in a manner consistent with the Secretary of the Interior's Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings. If resources would be impacted, impacts	historic or otherwise significant events have occurred within the Project Sites. As such, no mitigation regarding potential impacts to historic resources is required. It is not anticipated that the Project Site contains significant archaeological resources. However, if an unexpected discovery should occur, the Proposed Project will be required to comply with the following measure, which substantially conforms with PMM-CULT-1 in avoiding potential impacts to inadvertent finds of archeological cultural resources: • Cultural Resources (Archaeological Resources): In the unlikely event that archaeological resources or human remains are uncovered by construction crews, all construction activities shall be halted, and the City of Montebello Police Department will be contacted (the Department will then contact the County Coroner). The provisions of Title 14; Chapter 3; Article 5; Section 15064.5 of CEQA and California Health and Safety Code Section 7050.5(b) will apply in terms of the identification of significant archaeological resources and their salvage. Compliance with the above-listed measures would reduce any potentially significant impacts regarding the inadvertent discovery of archeological resources and would therefore be substantially in conformance with PMM-CULT-1. No further mitigation is required.

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Topic	Project-Level Mitigation Measures	Applicability to the Project
	should be minimized to the extent feasible. • Wherever feasible, noise buffers/walls and/or visual buffers/landscaping should be constructed to preserve the contextual setting of significant built resources. d) If a project requires the relocation, rehabilitation, or alteration of an eligible historical resource, the Secretary of the Interior's Standards for the Treatment of Historic Properties should be used to the maximum extent possible to ensure the historical significance of the resource is not impaired. The application of the standards should be overseen by an architectural historian or historic architect meeting the SOI PQS. Prior to any construction activities that may affect the historical resource, a report, meeting industry standards, should identify and specify the treatment of character-defining features and construction activities and be provided to the Lead Agency for review and approval. e) If a project would result in the demolition or significant alteration of a historical resource eligible for or listed in the National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), or local register, recordation should take the form of Historic American Buildings Survey (HABS), Historic American Engineering Record (HAER), or Historic American Landscape Survey (HALS) documentation, and should be performed by an architectural historian or historian who meets the SOI PQS. Recordation should meet the SOI Standards and Guidelines for Architectural and Engineering, which defines the products acceptable for inclusion in the HABS/HAER/HALS collection at the Library of Congress. The specific scope and details of documentation should be developed at the project level in coordination with the Lead Agency. f) During the project planning phase, obtain a qualified archaeologist, defined as one who meets the SOI PQS for archaeology,	

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	to conduct a record search at the appropriate Information Center of the California Historical Resources Information System (CHRIS) to determine whether the project area has been previously surveyed and whether resources were identified. g) Contact the NAHC to request a Sacred Lands File search and a list of relevant Native American contacts who may have additional information. h) During the project planning phase, obtain a qualified archaeologist or architectural historian (depending on applicability) to conduct archaeological and/or historic architectural surveys as recommended by the qualified professional, the Lead Agency, or the Information Center. In the event the qualified professional or Information Center will make a recommendation on whether a survey is warranted based on the sensitivity of the project area for archaeological resources. Survey shall be conducted where the records indicate that no previous survey has been conducted, or if survey has not been conducted within the past 10 years. If tribal resources are identified during tribal outreach, consultation, or the record search, a Native American representative traditionally affiliated with the project area, as identified by the NAHC, shall be given the opportunity to provide a representative or monitor to assist with archaeological surveys. i) If potentially significant archaeological resources are identified through survey, and impacts to these resources cannot be avoided, a Phase II Testing and Evaluation investigation should be performed by a qualified archaeologist prior to any construction-related ground-disturbing activities to determine significance. If resources determined significant or unique through Phase II testing, and avoidance is not possible, appropriate resource-specific mitigation measures should be established by the lead agency, in consultation with consulting tribes, where appropriate, and undertaken by qualified personnel. These might include a Phase III data recovery	

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	program implemented by a qualified archaeologist and performed in accordance with the OHP's Archaeological Resource Management Reports (ARMR): Recommended Contents and Format and Guidelines for Archaeological Research Designs. Additional options can include 1) interpretative signage, or 2) educational outreach that helps inform the public of the past activities that occurred in this area. Should the project require extended Phase I testing, Phase II evaluation, or Phase III data recovery, a Native American representative traditionally affiliated with the project area, as indicated by the NAHC, shall be given the opportunity to provide a representative or monitor to assist with the archaeological assessments. The long-term disposition of archaeological materials collected from a significant resource should be determined in consultation with the affiliated tribe(s), where relevant; this could include curation with a recognized scientific or educational repository, transfer to the tribe, or respectful reinternment in an area designated by the tribe. j) In cases where the project area is developed and no natural ground surface is exposed, sensitivity for subsurface resources should be assessed based on review of literature, geology, site development history, and consultation with tribal parties. If this archaeological desktop assessment indicates that the project is located in an area sensitive for archaeological resources, as determined by the Lead Agency in consultation with a qualified archaeologist, the project should retain an archaeological monitor and, in the case of sensitivity for tribal resources, a tribal monitor, to observe ground disturbing operations, including but not limited to grading, excavation, trenching, or removal of existing features of the subject property. The archaeological monitor should be supervised by an archaeologist meeting the SOI PQS k) Conduct construction activities and excavation to avoid cultural resources (if	

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Topic	Project-Level Mitigation Measures	Applicability to the Project
	identified). If avoidance is not feasible, further work may be needed to determine the importance of a resource. Retain a qualified archaeologist, and/or as appropriate, a qualified architectural historian who should make recommendations regarding the work necessary to assess significance. If the cultural resource is determined to be significant under state or federal guidelines, impacts to the cultural resource will need to be mitigated. l) Stop construction activities and excavation in the area where cultural resources are found until a qualified archaeologist can determine whether these resources are significant, and tribal consultation can be conducted, in the case of tribal resources. If the archaeologist determines that the discovery is significant, its long-term disposition should be determined in consultation with the affiliated tribe(s); this could include curation with a recognized scientific or educational repository, transfer to the tribe, or respectful reinternment in an area designated by the tribe.	
Impact CULT-2 Cause a Substantial Adverse Change in the Significance of an Archaeological Resource, Pursuant to § 15064.5	See **PMM CULT-1**.	**The Proposed Project will substantially conform to this Mitigation Measure.** As noted above, it is not anticipated that the Project Site contains significant archaeological resources. However, if an unexpected discovery should occur, the Proposed Project will be required to comply with the above-described measure, which substantially conforms with PMM-CULT-1 in avoiding potential impacts to inadvertent finds of archeological cultural resources. Regarding the inadvertent discovery of tribal cultural resources, see the below discussion of Impact TCR-1. No further mitigation is required.
Impact CULT-3 Disturb Human Remains, Including Those Interred Outside Cemeteries	**PMM-CULT-2:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects related to human remains, as applicable and feasible. Such measures may include the following or other comparable measures identified	**No mitigation applies.** It is not anticipated that the Proposed Project would disturb human remains, as both Project Sites have already previously been disturbed in connection with the existing development. Nonetheless, if an unexpected discovery should occur, compliance with the following regulatory compliance measure, which is capable of

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	by the Lead Agency: a) In the event of discovery or recognition of any human remains during construction or excavation activities associated with the project, in any location other than a dedicated cemetery, cease further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the coroner of the county in which the remains are discovered has been informed and has determined that no investigation of the cause of death is required. b) If any discovered remains are of Native American origin, as determined by the county Coroner, an experienced osteologist, or another qualified professional: • Contact the County Coroner to contact the NAHC to designate a Native American Most Likely Descendant (MLD). The MLD should make a recommendation to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods. This may include obtaining a qualified archaeologist or team of archaeologists to properly excavate the human remains. In some cases, it is necessary for the Lead Agency, qualified archaeologist, or developer to also reach out to the NAHC to coordinate and ensure notification in the event the Coroner is not available. • If the NAHC is unable to identify a MLD, or the MLD fails to make a recommendation within 48 hours after being notified by the commission, or the landowner or his representative rejects the recommendation of the MLD and the mediation by the NAHC fails to provide measures acceptable to the landowner, obtain a culturally affiliated Native American monitor, and an	avoiding or reducing significant impacts on human remains, are equal to or more effective than this mitigation measure: • Cultural Resources (Human Remains): In the unlikely event that human remains are uncovered by construction crews, all construction activities shall be halted, and the City of Montebello Police Department will be contacted (the Department will then contact the County Coroner). This is a standard condition under California Health and Safety Code Section 7050.5(b), which states: ○ "In the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the human remains are discovered has determined, in accordance with Chapter 10 (commencing with (b) Section 27460) of Part 3 of Division 2 of Title 3 of the Government Code, that the remains are not subject to the provisions of Section 27491 of the Government Code or any other related provisions of law concerning investigation of the circumstances, manner and cause of any death, and the recommendations concerning the treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his or her authorized representative, in the manner provided in Section 5097.98 of the Public Resources Code. The coroner shall make his or her determination within two working days from the time the person responsible for the excavation, or his or her authorized representative, notifies the coroner of the discovery or recognition of the human remains. If the coroner determines that the remains are not subject to his or her authority and if the coroner recognizes the human remains to be those of a Native American, or has reason to

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	archaeologist, if recommended by the Native American monitor, and rebury the Native American human remains and any associated grave goods, with appropriate dignity, on the property and in a location that is not subject to further subsurface disturbance.	believe that they are those of a Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission." • In addition, Title 14; Chapter 3; Article 5; Section 15064.5 of CEQA and California Health and Safety Code Section 7050.5(b) will apply in terms of the identification of significant archaeological resources and their salvage. Compliance with the above-listed regulatory compliance measures substantially conforms to this Mitigation Measure, and would reduce any potentially significant impacts.
ENERGY		
Impact ENR-1 ***Result in Wasteful, Inefficient, or Unnecessary Consumption of Energy Resources, During Project Construction or Operation***	No mitigation is required.	**No mitigation applies.** The Proposed Project will comply with applicable energy conservation measures under California Title 24 and Green Building Standards (CALGreen) Codes, thereby reducing consumption of these resources and reducing the consumption of energy accordingly. Therefore, no significant GHG emission impacts would occur for the Proposed Project. Additionally, the Proposed Project would be in compliance with the PRC's statutory requirements for a transportation priority project (TPP) building to be designed to be 15 percent more energy efficient than the applicable Title 24 standards. Specifically, Project A's energy use would be 15.8 percent less than Title 24, Part 6 (2019) and Project B's energy use would be 15.2 percent less than Title 24, Part 6 (2019). The Proposed Project would achieve its energy efficiency through the implementation of multiple measures including, but not limited to, enhanced exterior wall and roof insulation, high-reflectance roofing, overhanging balconies for solar shading, high performance windows, photovoltaic system, high-efficiency heating, ventilation, and air conditioning (HVAC) systems, and centralized hot water system and high-efficiency water fixtures. Furthermore, the Project Sites are located less than ¼ mile from Whittier Boulevard, which is identified as an HQTC by the 2020-2045 RTP/SCS. Notwithstanding this presumption,

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		the Proposed Project will also directly encourage the utilization of transit due to its close proximity to its proximity to public transit, employment, and entertainment destinations, which is expected to further increase the projected number of walk or transit trips rather than auto vehicle trips. Collectively, these attributes of the Proposed Project as well as required regulatory compliance would result in reduced electricity and natural gas consumption and reduced transportation energy. Therefore, no mitigation is required.
Impact ENR-2 ***Conflict with or Obstruct a State or Local Plan for Renewable Energy or Energy Efficiency***	No mitigation is required.	**No mitigation applies.** As stated above, the Proposed Project would comply with applicable energy conservation measures under California Title 24 and Green Building Standards (CALGreen) Codes and would be in compliance with the PRC's statutory requirements for a TPP building to be designed to be at least 15 percent more energy efficient than the applicable Title 24 standards. Therefore, the Proposed Project would comply with all plans and regulations that aim to reduce energy consumption and promote renewable energy. No mitigation is required.
GEOLOGY AND SOILS		
Impact GEO-1 ***Cause Potential Adverse Effects, Including Risk of Loss, Injury, or Death (Fault Rupture, Ground Shaking, Liquefaction, Landslides)***	**PMM-GEO-1:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects related to historical resources, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Consistent with the CBC and local regulatory agencies with oversight of development associated with the Plan, ensure that site-specific geotechnical investigations conducted by a qualified geotechnical expert are conducted to ascertain soil types prior to preparation of project designs. These investigations can and should identify areas of potential failure and recommend remedial geotechnical measures to eliminate any problems.	**No mitigation required.** The Proposed Project would be subject to the following regulatory compliance measures, which are capable of avoiding or reducing the significant effects on the potential for projects to result in the exposure of people and infrastructure to the effects of earthquakes, seismic related ground-failure, liquefaction, and seismically induced landslides: • Geology (Seismic): The design and construction of the Project shall conform to the 2019 California Building Code seismic standards. • Geology (Geotechnical Investigation Reports): The Proposed Project shall comply with the conditions contained within the Geotechnical Investigation Reports, prepared for both Projects by LK Geotechnical Engineering, Inc., and as they may be subsequently amended or modified.

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	b) Consistent with the requirements of the State Water Resources Control Board (SWRCB) for projects over one acre in size, obtain coverage under the General Construction Activity Storm Water Permit (General Construction Permit) issued by the SWRCB and prepare a stormwater pollution prevention plan (SWPPP) and submit the plan for review and approval by the Regional Water Quality Control Board (RWQCB). At a minimum, the SWPPP should include a description of construction materials, practices, and equipment storage and maintenance; a list of pollutants likely to contact stormwater; site-specific erosion and sedimentation control practices; a list of provisions to eliminate or reduce discharge of materials to stormwater; best management practices (BMPs); and an inspection and monitoring program. c) Consistent with the requirements of the SWRCB and local regulatory agencies with oversight of development associated with the Plan, ensure that project designs provide adequate slope drainage and appropriate landscaping to minimize the occurrence of slope instability and erosion. Design features should include measures to reduce erosion caused by storm water. Road cuts should be designed to maximize the potential for revegetation. d) Consistent with the CBC and local regulatory agencies with oversight of development associated with the Plan, ensure that, prior to preparing project designs, new and abandoned wells are identified within construction areas to ensure the stability of nearby soils.	Therefore, with compliance with applicable regulatory requirements, development of the Proposed Project would not result in the exposure of people and infrastructure to the effects of earthquakes, seismic related ground-failure, liquefaction, and seismically induced landslides, and application of this mitigation measure to the Proposed Project is not required.
Impact GEO-2 ***Result in Substantial Soil Erosion or Loss of Topsoil***	See **PMM-GEO-1**.	**No mitigation required.** The Proposed Project would not result in significant impacts with implementation of the following regulatory compliance measure(s), which are equal to or more effective in avoiding or reducing the significant effects on the potential for projects to result in substantial soil erosion or the loss of topsoil: • Geology (Erosion/Grading/Short-Term Construction Impacts): The Applicant must

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		adhere to the grading requirements outlined in Chapter 15.48 – Grading of the City's Municipal Code. For example, Section 15.48.470 – Seasonal Limits contains the following provisions: o No fill material shall be placed, spread, or rolled at such time or times that weather conditions are considered unfavorable by the city engineer. When the work is interrupted by heavy rain, fill operations shall not be resumed until field tests by the soils engineer indicate that the moisture content and density of the fill materials meet the requirements of this chapter. o The period between November 15th and April 15th is determined to be the period during which heavy rainfall normally occurs in the city. Previously authorized grading work which continues into the rainy season shall be protected by the installation of temporary erosion control devices. Plans for erosion control devices shall be submitted to the engineering department and design approval obtained not later than November 1st. The design and construction of desilting basins which discharge drainage onto the city streets or natural watercourses shall be under the control of the engineering department. All temporary erosion control devices, including the desilting basins, shall be installed not later than November 15th. o Grading work shall be limited or ceased if the city engineer finds that its continuance will constitute a hazard to persons or property during the period November 15th through April 15th. • Hydrology (Stormwater Pollution Prevention Program): The Applicant will be required to prepare a Stormwater Pollution Prevention Program (SWPPP) pursuant to Federal NPDES regulations since the Project would connect to the City's Municipal Separate Storm Sewer System (MS4). The SWPPP is required to apply for an NPDES General Construction Activities Stormwater Permit (GCASP). The SWPPP will contain construction best management practices (BMPs) that will restrict the

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		discharge of sediment into the surrounding streets and local storm drains. Therefore, with compliance with applicable regulatory requirements, development of the Project would not cause or exacerbate soil erosion or loss of topsoil, and application of this mitigation measure to the Proposed Project is not required.
Impact GEO-3 ***Be Located on a Geologic Unit or Soil that is Unstable, or That Would Become Unstable***	No mitigation is required.	**No mitigation required.** The Proposed Project would be subject to the regulatory compliance measures listed under Impact GEO-1, above. Based on the findings found in the two Geotechnical Investigation Reports prepared for the Project Sites (Appendix C.1 and C.2 of this SCPE), the Project Sites are considered suitable from a soils engineering standpoint for construction of both Projects, provided the recommendations included are followed and integrated. Therefore, the Proposed Project would not be located on unstable soil or that would become unstable, and no mitigation is required.
Impact GEO-4 ***Located on Expansive Soil as Defined in Table 18-1-B of the Uniform Building Code***	No mitigation is required.	**No mitigation required.** The Proposed Project would be subject to the regulatory compliance measures listed under Impact GEO-1, above. Based on the findings found in the two Geotechnical Investigation Reports prepared for the Project Sites (Appendix C.1 and C.2 of this SCPE). Project Site A is considered to have "medium" expansive potential, and Project Site B is considered to have "low" expansion potential. The Project Sites are considered suitable from a soils engineering standpoint for construction of both Projects, provided the recommendations included in the Geotechnical investigation Reports are followed and integrated. Therefore, the Proposed Project would not be located on expansive soils, and no mitigation is required.
Impact GEO-5 ***Have Soils Incapable of Adequately Supporting the Use of Septic Tanks or Alternative Wastewater Disposal Systems***	No mitigation is required.	**No mitigation applies.** The Proposed Project would connect to the sewer lines located along Poplar Avenue. No septic tanks will be installed. No mitigation is required.

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Impact GEO-6 ***Destroy Unique Paleontological Resource or Site or Unique Geologic Feature***	**PMM-GEO-2:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the State CEQA Guidelines, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects related to paleontological resources. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Ensure compliance with the Paleontological Resources Preservation Act, the Federal Land Policy and Management Act, the Antiquities Act, Section 5097.5 of the Public Resources Code (PRC), adopted county and city general plans, and other federal, state and local regulations, as applicable and feasible, by adhering to and incorporating the performance standards and practices from the 2010 Society for Vertebrate Paleontology (SVP) standard procedures for the assessment and mitigation of adverse impacts to paleontological resources. b) Obtain review by a qualified paleontologist (e.g. who meets the SVP standards for a Principal Investigator or Project Paleontologist or the Bureau of Land Management (BLM) standards for a Principal Investigator), to determine if the project has the potential to require ground disturbance of parent material with potential to contain unique paleontological or resources, or to require the substantial alteration of a unique geologic feature. The assessment should include museum records searches, a review of geologic mapping and the scientific literature, geotechnical studies (if available), and potentially a pedestrian survey, if units with paleontological potential are present at the surface. c) Avoid exposure or displacement of parent material with potential to yield unique paleontological resources. d) Where avoidance of parent material with the potential to yield unique paleontological resources is not feasible: 1. All on-site construction personnel receive Worker Education and Awareness Program (WEAP)	**No mitigation applies.** It is not anticipated that the Project Sites contains unique paleontological resources or unique geologic features. However, if unexpected discovery should occur, the Proposed Project will comply with the following regulatory compliance measures, which are equal to or more effective in avoiding or reducing significant impacts on unique paleontological resources or sites or unique geologic features: Under California Public Resources Code Sections 5097.5 and 30244, if any paleontological materials are encountered during the course of project development, all further development activities shall halt and: • The services of a paleontologist shall then be secured by contacting the Center for Public Paleontology - USC, UCLA, California State University Los Angeles, California State University Long Beach, or the Los Angeles County Natural History Museum - who shall assess the discovered material(s) and prepare a survey, study or report evaluating the impact. • The paleontologist's survey, study or report shall contain a recommendation(s), if necessary, for the preservation, conservation, or relocation of the resource. • The applicant shall comply with the recommendations of the evaluating paleontologist, as contained in the survey, study or report. • Project development activities may resume once copies of the paleontological survey, study or report are submitted to the Los Angeles County Natural History Museum. Therefore, with compliance with applicable regulatory requirements, development of the Project would not result in impacts to unique paleontological or geological features, and application of this mitigation measure to the Proposed Project is not required.

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	training prior to the commencement of excavation work to understand the regulatory framework that provides for protection of paleontological resources and become familiar with diagnostic characteristics of the materials with the potential to be encountered. 2. A qualified paleontologist prepares a Paleontological Resource Management Plan (PRMP) to guide the salvage, documentation and repository of unique paleontological resources encountered during construction. The PRMP should adhere to and incorporate the performance standards and practices from the 2010 SVP Standard procedures for the assessment and mitigation of adverse impacts to paleontological resources. If unique paleontological resources are encountered during construction, use a qualified paleontologist to oversee the implementation of the PRMP. 3. Monitor ground disturbing activities in parent material, with a moderate to high potential to yield unique paleontological resources using a qualified paleontological monitor meeting the standards of the SVP or the BLM to determine if unique paleontological resources are encountered during such activities, consistent with the specified or comparable protocols. 4. Identify where ground disturbance is proposed in a geologic unit having the potential for containing fossils and specify the need for a paleontological monitor to be present during ground disturbance in these areas. e) Avoid routes and project designs that would permanently alter unique geological features.	

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	f) Salvage and document adversely affected resources sufficient to support ongoing scientific research and education. g) Significant recovered fossils should be prepared to the point of curation, identified by qualified experts, listed in a database to facilitate analysis, and deposited in a designated paleontological curation facility. h) Following the conclusion of the paleontological monitoring, the qualified paleontologist should prepare a report stating that the paleontological monitoring requirement has been fulfilled and summarize the results of any paleontological finds. The report should be submitted to the lead CEQA and the repository curating the collected artifacts, and should document the methods and results of all work completed under the PRMP, including treatment of paleontological materials, results of specimen processing, analysis, and research, and final curation arrangements.	
GREENHOUSE GAS EMISSIONS		
Impact GHG-1 ***Generate GHG Emissions that May Have Significant Impact on Environment***	**PMM-GHG-1:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects related to greenhouse gas emissions, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Integrate green building measures consistent with CALGreen (California Building Code Title 24), local building codes and other applicable laws, into project design including: i) Use energy efficient materials in building design, construction, rehabilitation, and retrofit. ii) Install energy-efficient lighting, heating, and cooling systems (cogeneration); water heaters; appliances; equipment; and control systems. iii) Reduce lighting, heating, and cooling needs by taking advantage	**No mitigation applies.** The Proposed Project's generation of greenhouse gas (GHG) emissions would not be considered cumulatively considerable, as the Proposed Project would not conflict with an applicable plan, policy, or regulation for the purposes of reducing the emissions of GHGs. Specifically, as set forth in Section 3.0 of this SCPE, the Proposed Project is consistent with the 2020-2045 RTP/SCS, which is SCAG's regional plan for reducing GHG emissions. Moreover, the Project will comply with applicable water and energy conservation measures under California Title 24 and Green Building Standards (CALGreen) Codes, thereby reducing consumption of these resources and reducing GHG emissions accordingly. Therefore, no significant GHG emission impacts would occur for the Proposed Project. Additionally, as described under Impact ENR-2 and Section 2.0 of this SCPE, the Proposed Project would be in compliance with the PRC's statutory requirements for a transportation

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Topic	Project-Level Mitigation Measures	Applicability to the Project
	of light-colored roofs, trees for shade, and sunlight. iv) Incorporate passive environmental control systems that account for the characteristics of the natural environment. v) Use high-efficiency lighting and cooking devices. vi) Incorporate passive solar design. vii) Use high-reflectivity building materials and multiple glazing. viii) Prohibit gas-powered landscape maintenance equipment. ix) Install electric vehicle charging stations. x) Reduce wood burning stoves or fireplaces. xi) Provide bike lanes accessibility and parking at residential developments. b) Reduce emissions resulting from projects through implementation of project features, project design, or other measures, such as those described in Appendix F of the State CEQA Guidelines. c) Include off-site measures to mitigate a project's emissions. d) Measures that consider incorporation of Best Available Control Technology (BACT) during design, construction and operation of projects to minimize GHG emissions, including but not limited to: i) Use energy and fuel-efficient vehicles and equipment; ii) Deployment of zero- and/or near zero emission technologies; iii) Use lighting systems that are energy efficient, such as LED technology; iv) Use the minimum feasible amount of GHG-emitting construction materials; v) Use cement blended with the maximum feasible amount of flash or other materials that reduce GHG emissions from cement production; vi) Incorporate design measures to reduce GHG emissions from solid waste management through encouraging solid waste recycling and reuse;	priority project (TPP) building to be designed to be 15 percent more energy efficient than the applicable Title 24 standards and to be designed to achieve 25 percent less water usage than the average household use in the region. Specifically, Project A's energy use would be 15.8 percent less than Title 24, Part 6 (2019) and Project B's energy use would be 15.2 percent less than Title 24, Part 6 (2019). The Project A's water use would be 50 percent below the average household use in the region and Project B's water use would be 56.5 percent below the average household use. The Project would achieve its energy efficiency through the implementation of multiple measures including, but not limited to, enhanced exterior wall and roof insulation, high-reflectance roofing, overhanging balconies for solar shading, high performance windows, photovoltaic system, high-efficiency heating, ventilation, and air conditioning (HVAC) systems, and centralized hot water system and high-efficiency water fixtures. The Proposed Project would achieve its water efficiencies through multiple measures, including high efficiency water using appliances such as clothes washers and dishwashers, low flow fixtures and faucets, and efficient irrigation systems. Collectively, these attributes of the Proposed Project as well as required regulatory compliance would result in reduced energy consumption, reduced VMT, and corresponding reduction in GHG emissions, consistent with the project-related mitigation identified by SCAG.

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	vii) Incorporate design measures to reduce energy consumption and increase use of renewable energy; viii) Incorporate design measures to reduce water consumption; ix) Use lighter-colored pavement where feasible; x) Recycle construction debris to maximum extent feasible; xi) Plant shade trees in or near construction projects where feasible; and xii) Solicit bids that include concepts listed above. e) Measures that encourage transit use, carpooling, bike-share and car-share programs, active transportation, and parking strategies, including, but not limited to the following: i) Promote transit-active transportation coordinated strategies; ii) Increase bicycle carrying capacity on transit and rail vehicles; iii) Improve or increase access to transit; iv) Increase access to common goods and services, such as groceries, schools, and day care; v) Incorporate affordable housing into the project; vi) Incorporate the neighborhood electric vehicle network; vii) Orient the project toward transit, bicycle and pedestrian facilities; viii) Improve pedestrian or bicycle networks, or transit service; ix) Provide traffic calming measures; x) Provide bicycle parking; xi) Limit or eliminate park supply; xii) Unbundle parking costs; xiii) Provide parking cash-out programs; xiv) Implement or provide access to commute reduction program; f) Incorporate bicycle and pedestrian facilities into project designs, maintaining these facilities, and providing amenities incentivizing their use; and planning for and building local bicycle projects that connect with the regional network;	

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	g) Improving transit access to rail and bus routes by incentives for construction of transit facilities within developments, and/or providing dedicated shuttle service to transit stations; and h) Adopting employer trip reduction measures to reduce employee trips such as vanpool and carpool programs, providing end-of-trip facilities, and telecommuting programs including but not limited to measures that: i) Provide car-sharing, bike sharing, and ride-sharing programs; ii) Provide transit passes; iii) Shift single occupancy vehicle trips to carpooling or vanpooling, for example providing ride-matching services; iv) Provide incentives or subsidies that increase that use of modes other than single-occupancy vehicle; v) Provide on-site amenities at places of work, such as priority parking for carpools and vanpools, secure bike parking, and showers and locker rooms; vi) Provide employee transportation coordinators at employment sites; vii) Provide a guaranteed ride home service to users of non-auto modes. i) Designate a percentage of parking spaces for ride-sharing vehicles or high-occupancy vehicles, and provide adequate passenger loading and unloading for those vehicles; j) Land use siting and design measures that reduce GHG emissions, including: i) Developing on infill and brownfields sites; ii) Building compact and mixed-use developments near transit; iii) Retaining on-site mature trees and vegetation, and planting new canopy trees; iv) Measures that increase vehicle efficiency, encourage use of zero and low emissions vehicles, or reduce the carbon content of fuels, including construction or encouraging construction of electric vehicle charging stations or neighborhood electric vehicle	

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	networks, or charging for electric bicycles; and v) Measures to reduce GHG emissions from solid waste management through encouraging solid waste recycling and reuse. k) Consult the SCAG Environmental Justice Toolbox for potential measures to address impacts to low-income and/or minority communities. The measures provided above are also intended to be applied in low income and minority communities as applicable and feasible.	
Impact GHG-2 ***Conflict with Applicable Plan, Policy, or Regulation***	See **PMM-GHG-1**.	**No mitigation applies.** As stated above, the Proposed Project would not conflict with an applicable plan, policy, or regulation for the purposes of reducing the emissions of GHGs, including the 2020-2045 RTP/SCS. Moreover, the Proposed Project would comply with applicable water and energy conservation measures under California Title 24 and Green Building Standards (CALGreen) Codes, thereby reducing consumption of these resources and reducing GHG emissions accordingly. Therefore, no mitigation is required.
HAZARDS AND HAZARDOUS MATERIALS		
Impact HAZ-1 ***Create Significant Hazard through Routine Transport, Use, or Disposal of Hazardous Materials***	**PMM-HAZ-1:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects related to the routine transport, use, or disposal of hazardous materials, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Where the construction or operation of projects involves the transport of hazardous material, provide a written plan of proposed routes of travel demonstrating use of roadways designated for the transport of such materials. b) Specify Project requirements for interim storage and disposal of hazardous materials during construction and operation. Storage and disposal strategies must be consistent with applicable federal, state, and local statutes and regulations. Specify the appropriate procedures for	**No mitigation applies.** The Proposed Project would not result in any release or exposure of a hazardous substance through routine transport, use or disposal. The Project Sites are not identified by the DTSC on any Federal or State clean up or Superfund lists for cleanup, permitting, or investigation of any hazardous waste contamination. In compliance with all applicable regulations, during construction, the diesel fuel used to power construction equipment would be properly sealed in tanks and would be transported to the Project Site by truck. Other hazardous materials that would be used on-site during the Proposed Project's construction phase such as solvents, architectural coatings, and equipment lubricants, would comply with State Health Codes and Regulations. During operation, no hazardous materials beyond what is typically used in a household setting for routine cleaning and maintenance would be used once the Proposed Project is occupied. As a result, the Proposed Project would not

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	interim storage and disposal of hazardous materials, anticipated to be required in support of operations and maintenance activities, in conformance with applicable federal, state, and local statutes and regulations, in the business plan for projects as applicable and appropriate. c) Submit a Hazardous Materials Business/Operations Plan for review and approval by the appropriate local agency. Once approved, keep the plan on file with the Lead Agency (or other appropriate government agency) and update, as applicable. The purpose of the Hazardous Materials Business/Operations Plan is to ensure that employees are adequately trained to handle the materials and provides information to the local fire protection agency should emergency response be required. The Hazardous Materials Business/Operations Plan should include the following: • The types of hazardous materials or chemicals stored and/or used on-site, such as petroleum fuel products, lubricants, solvents, and cleaning fluids. • The location of such hazardous materials. • An emergency response plan including employee training information. • A plan that describes the way these materials are handled, transported and disposed. d) Follow manufacturer's recommendations on use, storage, and disposal of chemical products used in construction. e) Avoid overtopping construction equipment fuel gas tanks. f) Properly contain and remove grease and oils during routine maintenance of construction equipment. g) Properly dispose of discarded containers of fuels and other chemicals. h) Prior to shipment remove the most volatile elements, including flammable natural gas liquids, as feasible. i) Identify and implement more stringent tank car safety standards.	result in any release or exposure of a hazardous substance. Due to the age of the existing buildings on-site, lead based paint (LBP) and/or asbestos containing materials (ACMs) may be present and could be released during the demolition phase. The Proposed Project would comply with the regulatory requirements discussed under Impact HAZ-4, below, which include compliance with SCAQMD Rule 1403 and the US Department of Housing and Urban Development (HUD) and 2010 Toxic Substances Control Act (TSCA) Renovation, Repair and Painting Rule (RRP) in pre-1978 target housing and child-occupied facilities. Therefore, no mitigation is required.

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	j) Improve rail transportation route analysis, and modification of routes based on that analysis. k) Use the best available inspection equipment and protocols and implement positive train control. l) Reduce train car speeds to 40 miles per hour when passing through urbanized areas of any size. m) Limit storage of crude oil tank cars in urbanized areas of any size and provide appropriate security in storage yards for all shipments. n) Notify in advance county and city emergency operations offices of all crude oil shipments, including a contact number that can provide real-time information in the event of an oil train derailment or accident. o) Report quarterly hazardous commodity flow information, including classification and characterization of materials being transported, to all first response agencies (49 Code Fed. Regs. 15.5) along the mainline rail routes used by trains carrying crude oil identified. p) Fund training and outfitting emergency response crews that includes the cost of backfilling personnel while in training. q) Undertake annual emergency responses scenario/field based training including Emergency Operations Center Training activations with local emergency response agencies.	
Impact HAZ-2 ***Create a Significant Hazards Through Reasonably Foreseeable Upset and Accident Conditions, Hazardous Emissions or Materials into Environment***	See **PMM-HAZ-1**. **PMM-HAZ-2:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce hazards related to the reasonably foreseeable upsets and accidents involving the release of hazardous materials, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: Require implementation of safety standards regarding transport of hazardous materials, including but not limited to the following:	**No mitigation required.** The Proposed Project would not result in any release or exposure of a hazardous substance. The Project Sites are not identified by the DTSC on any Federal or State clean up or Superfund lists for cleanup, permitting, or investigation of any hazardous waste contamination. During construction, the diesel fuel used to power construction equipment would be properly sealed in tanks and would be transported to the Project Site by truck. Other hazardous materials that would be used on-site during the Proposed Project's construction phase such as solvents, architectural coatings, and equipment lubricants, would comply with State Health Codes and Regulations. During operation, no hazardous materials beyond

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	a) Removal of the most volatile elements, including flammable natural gas liquids, prior to shipment; b) More stringent tank car safety standards; c) Improved rail transportation route analysis, and modification of routes based on that analysis; d) Utilization of the best available inspection equipment and protocols, and implementation of positive train control; e) Reduced train car speeds to 40 miles per hour when passing through urbanized areas of any size; f) Limitations on storage of hazardous materials tank cars in urbanized areas of any size and provide appropriate security in storage yards for all shipments; g) Advance notification to county and city emergency operations offices of all crude oil and hazardous materials shipments, including a contact number that can provide real-time information in the event of an oil train derailment or accident; h) Quarterly hazardous commodity flow information, including classification and characterization of materials being transported, to all first response agencies (49 Code Fed. Regs. 15.5) along the mainline rail routes used by trains carrying hazardous materials.	what is typically used in a household setting for routine cleaning and maintenance would be used once the Proposed Project is occupied. Furthermore, the Phase I ESAs prepared for both Project Sites (Appendix B.1 and B.2 of this SCPE) also revealed no evidence of known RECs in connection with both Project Sites, and no mitigation measures or further investigatory actions are recommended for the Project Sites. As a result, the Proposed Project would not result in any unforeseeable or accidental release or exposure of a hazardous substance.
Impact HAZ-3 ***Emit Hazardous Emissions, Handle Hazardous or Acutely Hazardous Materials, Substances, Waste within One-quarter Mile of Existing or Proposed School***	See **PMM-HAZ-1** and **PMM-HAZ-2**. **PMM-HAZ-3:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects related to the release of hazardous materials within one-quarter mile of schools, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Where the construction and operation of projects involves the transport of hazardous materials, avoid transport of such materials within one-quarter mile of schools, when school is in session, wherever feasible. b) Where it is not feasible to avoid transport of hazardous materials, within one-quarter mile of schools on local streets, provide	**No mitigation required.** The Proposed Project would not result in any hazardous impacts to an existing or proposed school. The closest schools to the Project Sites is Fremont Elementary School, located 0.75 miles to the northwest. The Project Sites are not identified by the DTSC on any Federal or State clean up or Superfund lists for cleanup, permitting, or investigation of any hazardous waste contamination. During construction, the diesel fuel used to power construction equipment would be properly sealed in tanks and would be transported to the Project Site by truck. Other hazardous materials that would be used on-site during the Proposed Project's construction phase such as solvents, architectural coatings, and equipment lubricants, would comply with State Health Codes and Regulations. The transport of these materials is regulated by the

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	notifications of the anticipated schedule of transport of such materials.	Department of Transportation under the Hazardous Materials Transportation Act. During operation, no hazardous materials beyond what is typically used in a household setting for routine cleaning and maintenance would be used once the Proposed Project is occupied. As a result, the Proposed Project would not result in any release or exposure of a hazardous substance within ¼-mile of an existing or proposed school.
Impact HAZ-4 ***Located on Site Included on List of Hazardous Materials Sites Pursuant to Government Code Section 65962.5***	**PMM-HAZ-4:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects related to projects that are located on a site which is included on the Cortese List, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) For any listed sites or sites that have the potential for residual hazardous materials as a result of historic land uses, complete a Phase I Environmental Site Assessment, including a review and consideration of data from all known databases of contaminated sites, during the process of planning, environmental clearance, and construction for projects. b) Where warranted due to the known presence of contaminated materials, submit to the appropriate agency responsible for hazardous materials/wastes oversight a Phase II Environmental Site Assessment report if warranted by a Phase I report for the project site. The reports should make recommendations for remedial action, if appropriate, and be signed by a Registered Environmental Assessor, Professional Geologist, or Professional Engineer. c) Implement the recommendations provided in the Phase II Environmental Site Assessment report, where such a report was determined to be necessary for the construction or operation of the project, for remedial action. d) Submit a copy of all applicable documentation required by local, state, and federal environmental regulatory agencies, including but not limited to: permit	**No mitigation required.** As mentioned previously, a search of the California Department of Toxic Substances Control's EnviroStor database indicates that the Project Sites are not identified by the DTSC on any Federal or State clean up or Superfund lists for cleanup, permitting, or investigation of any hazardous waste contamination. Additionally, the Phase I ESAs determined that Project Site A and Project Site B are not identified in any of the State or federal databases reviewed, and that no adjacent properties were subject to a potential contamination condition suspected of impacting Project Site A or Project Site B. Therefore, the Project Site is not located on a site that the DTSC and the Secretary of the Environmental Protection have identified as being affected by hazardous wastes or clean-up problems, including any list compiled pursuant to Government Code Section 65932.5. Due to the age of the existing buildings on-site, lead based paint (LBP) and/or asbestos containing materials (ACMs) may be present and could be released during the demolition phase. The Proposed Project would comply with the following regulatory requirements, which are consistent with the SCAG EIR mitigation measures as they are capable of avoiding or reducing the significant effects related to a project placed on a hazardous materials site, that are in the jurisdiction and responsibility of regulatory agencies, other public agencies and/or Lead Agencies: • Hazardous Materials (Asbestos-Containing Materials and Lead-Based Paint): o Disturbance of any ACM material would be handled in accordance with

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	applications, Phase I and II Environmental Site Assessments, human health and ecological risk assessments, remedial action plans, risk management plans, soil management plans, and groundwater management plans. e) Conduct soil sampling and chemical analyses of samples, consistent with the protocols established by the U.S. EPA to determine the extent of potential contamination beneath all underground storage tanks (USTs), elevator shafts, clarifiers, and subsurface hydraulic lifts when on-site demolition or construction activities would potentially affect a particular development or building. f) Consult with the appropriate local, state, and federal environmental regulatory agencies to ensure sufficient minimization of risk to human health and environmental resources, both during and after construction, posed by soil contamination, groundwater contamination, or other surface hazards including, but not limited to, underground storage tanks, fuel distribution lines, waste pits and sumps. g) Obtain and submit written evidence of approval for any remedial action if required by a local, state, or federal environmental regulatory agency. h) Cease work if soil, groundwater, or other environmental medium with suspected contamination is encountered unexpectedly during construction activities (e.g., identified by odor or visual staining, or if any underground storage tanks, abandoned drums, or other hazardous materials or wastes are encountered), in the vicinity of the suspect material. Secure the area as necessary and take all appropriate measures to protect human health and the environment, including but not limited to, notification of regulatory agencies and identification of the nature and extent of contamination. Stop work in the areas affected until the measures have been implemented consistent with the guidance of the appropriate regulatory oversight authority. i) Soil generated by construction activities should be stockpiled on-site in a secure and safe manner. All contaminated soils	applicable local and state regulations (which include SCAQMD Rule 1403 and Cal/OSHA Asbestos Construction Standard Title 8 CCR 1529). o Disturbance of any LBP materials would be handled in accordance with the California Department of Public Health regulations in residential or public buildings and the US Department of Housing and Urban Development (HUD) and 2010 Toxic Substances Control Act (TSCA) Renovation, Repair and Painting Rule (RRP) in pre-1978 target housing and child-occupied facilities. DOSH or Cal/OSHA requirements must also be followed where employees may be occupationally exposed to lead. Compliance with the above-listed regulatory compliance measure substantially conforms to this Mitigation Measure, and would reduce any potentially significant impacts.

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	determined to be hazardous or non-hazardous waste must be adequately profiled (sampled) prior to acceptable reuse or disposal at an appropriate off-site facility. Complete sampling and handling and transport procedures for reuse or disposal, in accordance with applicable local, state and federal laws and policies. j) Groundwater pumped from the subsurface should be contained on-site in a secure and safe manner, prior to treatment and disposal, to ensure environmental and health issues are resolved pursuant to applicable laws and policies. Utilize engineering controls, which include impermeable barriers to prohibit groundwater and vapor intrusion into the building. k) As needed and appropriate, prior to issuance of any demolition, grading, or building permit, submit for review and approval by the Lead Agency (or other appropriate government agency) written verification that the appropriate federal, state and/or local oversight authorities, including but not limited to the Regional Water Quality Control Board (RWQCB), have granted all required clearances and confirmed that the all applicable standards, regulations, and conditions have been met for previous contamination at the site. l) Develop, train, and implement appropriate worker awareness and protective measures to assure that worker and public exposure is minimized to an acceptable level and to prevent any further environmental contamination as a result of construction. m) If asbestos-containing materials (ACM) are found to be present in building materials to be removed, submit specifications signed by a certified asbestos consultant for the removal, encapsulation, or enclosure of the identified ACM in accordance with all applicable laws and regulations, including but not necessarily limited to: California Code of Regulations, Title 8; Business and Professions Code; Division 3; California Health and Safety Code Section 25915-25919.7; and other local regulations. n) Where projects include the demolitions or modification of buildings constructed prior	

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Topic	Project-Level Mitigation Measures	Applicability to the Project
	to 1978, complete an assessment for the potential presence or lack thereof of ACM, lead based paint, and any other building materials or stored materials classified as hazardous waste by state or federal law. o) Where the remediation of lead-based paint has been determined to be required, provide specifications to the appropriate agency, signed by a certified Lead Supervisor, Project Monitor, or Project Designer for the stabilization and/or removal of the identified lead paint in accordance with all applicable laws and regulations, including but not necessarily limited to: California Occupational Safety and Health Administration's (Cal OSHA's) Construction Lead Standard, Title 8 California Code of Regulations (CCR) Section 1532.1 and Department of Health Services (DHS) Regulation 17 CCR Sections 35001–36100, as may be amended. If other materials classified as hazardous waste by state or federal law are present, the project sponsor should submit written confirmation to the appropriate local agency that all state and federal laws and regulations should be followed when profiling, handling, treating, transporting, and/or disposing of such materials.	
Impact HAZ-5 ***Result in Safety Hazard or Excessive Noise within an Airport Land Use Plan or Within 2 Miles of an Airport***	See **PMM-NOISE-1.**	**No mitigation applies.** The Project Sites are not located within two miles of a public airport. The closest airport to the Project Sites is the San Gabriel Valley Airport, located seven miles to the north in the City of El Monte. The Project Sites are not located within the Runway Protection Zone (RPZ) for the San Gabriel Valley Airport. As a result, the Proposed Project would not present a safety hazard or noise hazard related to aircraft or airport operations at a public use airport to people residing in the project area. No mitigation is required.
Impact HAZ-6 ***Impair or Interfere with Adopted Emergency Response Plan or Emergency Evacuation Plan***	See **PMM-HAZ-1** through **PMM-HAZ-4** and **PMM-TRA-2**. **PMM-HAZ-5:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation	**No mitigation applies**. The Project Sites are not located along a designated disaster route or an adopted emergency response or

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Topic	Project-Level Mitigation Measures	Applicability to the Project
	measures to reduce substantial adverse effects which may impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Continue to coordinate locally and regionally based on ongoing review and integration of projected transportation and circulation conditions. b) Develop new methods of conveying projected and real time information to citizens using emerging electronic communication tools including social media and cellular networks; c) Continue to evaluate lifeline routes for movement of emergency supplies and evacuation.	evacuation plan by the City or the County.[34] Therefore, none of the Mitigation Measures that pertain to emergency response plans or evacuation plans are applicable to the Proposed Project. No mitigation is required.
Impact HAZ-7 ***Exposure to Significant Risk of Loss, Injury or Death Involving Wildland Fires***	See **PMM-WF-1**.	**No mitigation applies.** The Project Sites are improved with residential dwelling units and are located in an urbanized area of the City. According to the City's Hazard Mitigation Plan, the City of Montebello is not located within a designated very high fire hazard severity zone. Accordingly, no impacts pertaining to wildfire are anticipated, and no mitigation is required.
HYDROLOGY AND WATER QUALITY		
Impact HYD-1 ***Violate Water Quality Standards or Waste Discharge Requirements, Degrade Surface or Groundwater Quality***	**PMM-HYD-1:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects from violation of any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Complete, and have approved, a Stormwater Pollution Prevention Plan (SWPPP) prior to initiation of construction. b) Implement Best Management Practices to reduce the peak stormwater runoff from the project site to the maximum extent practicable.	**No mitigation applies.** The Proposed Project is subject to the following regulatory compliance measures, which are equal to or more effective in avoiding or reducing the potential impacts on water quality or related waste discharge requirements that are within the jurisdiction and authority of the Regional Water Quality Control Boards and other regulatory agencies: • Hydrology (National Pollutant Discharge Elimination System General Permit): No person shall be granted a grading permit or shall commence or continue any construction activity that is subject to a general construction activity storm water National Pollutant Discharge Elimination System (NPDES) permit without showing proof of having applied for such permit.

[34] *Los Angeles County, Department of Public Works, Disaster Route Maps (by City), Montebello, https://dpw.lacounty.gov/dsg/DisasterRoutes/map/Montebello.pdf.*

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	c) Comply with the Caltrans storm water discharge permit as applicable; and identify and implement Best Management Practices to manage site erosion, wash water runoff, and spill control. d) Complete, and have approved, a Standard Urban Stormwater Management Plan, prior to occupancy of residential or commercial structures. e) Ensure adequate capacity of the surrounding stormwater system to support stormwater runoff from new or rehabilitated structures or buildings. f) Prior to construction within an area subject to Section 404 of the Clean Water Act, obtain all required permit approvals and certifications for construction within the vicinity of a watercourse: g) Where feasible, restore or expand riparian areas such that there is no net loss of impervious surface as a result of the project. h) Install structural water quality control features, such as drainage channels, detention basins, oil and grease traps, filter systems, and vegetated buffers to prevent pollution of adjacent water resources by polluted runoff where required by applicable urban storm water runoff discharge permits, on new facilities. i) Provide operational best management practices for street cleaning, litter control, and catch basin cleaning are implemented to prevent water quality degradation in compliance with applicable storm water runoff discharge permits; and ensure treatment controls are in place as early as possible, such as during the acquisition process for rights-of-way, not just later during the facilities design and construction phase. j) Comply with applicable municipal separate storm sewer system discharge permits as well as Caltrans' storm water discharge permit including long-term sediment control and drainage of roadway runoff. k) Incorporate as appropriate treatment and control features such as detention basins, infiltration strips, and porous paving, other features to control surface runoff and facilitate groundwater recharge into the design of new transportation projects early	○ Any person engaged in a construction activity requiring a general construction activity storm water NPDES permit shall retain at the construction site the following documents: a copy of the notice of intent to comply with terms of the general permit to discharge water associated with construction activity; a waste discharge identification number issued by the State Water Resources Control Board; a storm water pollution prevention plan (SWPPP) and monitoring program plan for the construction activity requiring the construction permit; and records of all inspections, compliance and non-compliance reports, evidence of self-inspection and good housekeeping practices. • Hydrology (Storm Water Pollution Prevention Plan): The storm water pollution prevention plan (SWPPP) will contain construction best management practices (BMPs) that will restrict the discharge of sediment and runoff into the streets and local storm drains. • Hydrology (Best Management Practices): The Proposed Project must comply with Section 8.36.110 – Control of Pollutants from New Developments/Redevelopment Projects of the Municipal Code, which require the design and implementation of post-construction BMPs to reduce stormwater pollution. In order to comply with that section of the Code, the Applicant will be required to prepare a Low Impact Development (LID) plan prior to the completion of the Project's construction phase. This LID plan will identify post-construction BMPs that will filter polluted runoff and will remove contaminants of concern prior to the discharge or percolation of runoff. From there, filtered water will either percolate into the ground, or may be discharged off-site via the local stormwater infrastructure. Therefore, through compliance with existing regulatory requirements regarding hydrology and water quality, no mitigation is required.

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	on in the process to ensure that adequate acreage and elevation contours are provided during the right-of-way acquisition process. l) Upgrade stormwater drainage facilities to accommodate any increased runoff volumes. These upgrades may include the construction of detention basins or structures that will delay peak flows and reduce flow velocities, including expansion and restoration of wetlands and riparian buffer areas. System designs shall be completed to eliminate increases in peak flow rates from current levels. m) Encourage Low Impact Development (LID) and incorporation of natural spaces that reduce, treat, infiltrate and manage stormwater runoff flows in all new developments, where practical and feasible.	
Impact HYD-2 ***Decrease Groundwater Supplies, Interfere with Groundwater Recharge***	**PMM-HYD-2:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects from violation of any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Avoid designs that require continual dewatering where feasible. For projects requiring continual dewatering facilities, implement monitoring systems and long-term administrative procedures to ensure proper water management that prevents degrading of surface water and minimizes adverse impacts on groundwater for the life of the project, Construction designs shall comply with appropriate building codes and standard practices including the Uniform Building Code. a) Maximize, where practical and feasible, permeable surface area in existing urbanized areas to protect water quality, reduce flooding, allow for groundwater recharge, and preserve wildlife habitat. Minimize new impervious surfaces, including the use of in-lieu fees and off-site mitigation.	**No mitigation applies.** The Proposed Project is subject to the following standard regulatory practices, which are capable of avoiding or reducing the potential impacts to groundwater resources that are within the jurisdiction and authority of the State Water Resources Control Board, Regional Water Quality Control Boards, Water Districts, and other groundwater management agencies: • Hydrology (National Pollutant Discharge Elimination System General Permit): No person shall be granted a grading permit or shall commence or continue any construction activity that is subject to a general construction activity storm water National Pollutant Discharge Elimination System (NPDES) permit without showing proof of having applied for such permit. o Any person engaged in a construction activity requiring a general construction activity storm water NPDES permit shall retain at the construction site the following documents: a copy of the notice of intent to comply with terms of the general permit to discharge water associated with construction activity; a waste discharge identification number issued by the State Water Resources Control Board; a storm water pollution prevention plan (SWPPP) and monitoring program plan for the

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Topic	Project-Level Mitigation Measures	Applicability to the Project
	b) Avoid construction and siting on groundwater recharge areas, to prevent conversion of those areas to impervious surface. c) Reduce hardscape to the extent feasible to facilitate groundwater recharge as appropriate.	construction activity requiring the construction permit; and records of all inspections, compliance and non-compliance reports, evidence of self-inspection and good housekeeping practices. • Hydrology (Storm Water Pollution Prevention Plan): The storm water pollution prevention plan (SWPPP) will contain construction best management practices (BMPs) that will restrict the discharge of sediment and runoff into the streets and local storm drains. • Hydrology (Best Management Practices): The Proposed Project must comply with Section 8.36.110 – Control of Pollutants from New Developments/Redevelopment Projects of the Municipal Code, which require the design and implementation of post-construction BMPs to reduce stormwater pollution. In order to comply with that section of the Code, the Applicant will be required to prepare a Low Impact Development (LID) plan prior to the completion of the Project's construction phase. This LID plan will identify post-construction BMPs that will filter polluted runoff and will remove contaminants of concern prior to the discharge or percolation of runoff. From there, filtered water will either percolate into the ground, or may be discharged off-site via the local stormwater infrastructure. Therefore, through compliance with existing regulatory requirements regarding hydrology and water quality, no mitigation is required.
Impact HYD-3a ***Alter Drainage, Result in Substantial Erosion or Siltation On- or Off-Site*** ***Impact HYD-3b*** ***Alter Drainage, Increase Rate or Amount of Flooding On- or Off-Site*** ***Impact HYD-3c***	See **PMM-HYD-1** and **PMM-HY-2**.	**No mitigation required.** The Proposed Project would be subject to the regulatory compliance measures listed under Impact HYD-1 and HYD-2, above. The Proposed Project shall comply with NPDES requirements, the LID regulations and implement BMPs during the construction and operation of the Proposed Project. Therefore, implementation of the above regulatory compliance measures would ensure the Proposed Project would not result in substantial erosion or siltation, contribute to polluted runoff, or increase flooding on or off-site. No mitigation is required.

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Topic	Project-Level Mitigation Measures	Applicability to the Project
Alter Drainage, Create or Contribute Runoff Water, Provide Additional Polluted Runoff		
Impact HYD-4 ***In Flood Hazard, Tsunami, or Seiche Zones, Risk Release of Pollutants Due to Project Inundation***	**PMM-HYD-4:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures capable of avoiding or reducing the potential impacts of locating structures that would impede or redirect flood flows, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Ensure that all roadbeds for new highway and rail facilities be elevated at least one foot above the 100-year base flood elevation. Since alluvial fan flooding is not often identified on FEMA flood maps, the risk of alluvial fan flooding should be evaluated and projects should be sited to avoid alluvial fan flooding. Delineation of floodplains and alluvial fan boundaries should attempt to account for future hydrologic changes caused by global climate change.	**No mitigation applies** The Project Sites are not located within a designated flood zone, according to the Federal Emergency Management Agency (FEMA) flood insurance rate map. Accordingly, no mitigation regarding flood hazards is required.
Impact HYD-5 ***Conflict with Water Quality Control Plan or Sustainable Groundwater Management Plan***	See **PMM-HY-2**.	**No mitigation required.** The Proposed Project would be subject to the regulatory compliance measures listed under Impact HYD-1 and HYD-2, above. The City of Montebello is not located within a high or medium priority basin,[35] and therefore, not subject to a groundwater management plan. The Proposed Project shall comply with NPDES requirements, the LID regulations and implement a SWPPP and BMPs during the construction and operation of the Proposed Project. Therefore, the Proposed Project would not conflict with a water quality control plan. No mitigation is required.

[35] *California State Water Resources Control Board. California Sustainable Groundwater Management Act Unmanaged Areas. https://gispublic.waterboards.ca.gov/portal/home/webmap/viewer.html?webmap=33be434cc60740d095f296c5d2432897.*

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LAND USE AND PLANNING		
Impact LU-1 ***Physically Divide Established Community***	**PMM-LU-1**: In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects that physically divide a community, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Facilitate good design for land use projects that build upon and improve existing circulation patterns b) Encourage implementing agencies to orient transportation projects to minimize impacts on existing communities by: • Selecting alignments within or adjacent to existing public rights of way. • Design sections above or below-grade to maintain viable vehicular, cycling, and pedestrian connections between portions of communities where existing connections are disrupted by the transportation project. • Wherever feasible incorporate direct crossings, overcrossings, or under crossings at regular intervals for multiple modes of travel (e.g., pedestrians, bicyclists, vehicles). c) Where it has been determined that it is infeasible to avoid creating a barrier in an established community, consider other measures to reduce impacts, including but not limited to: • Alignment shifts to minimize the area affected. • Reduction of the proposed right-of-way take to minimize the overall area of impact. • Provisions for bicycle, pedestrian, and vehicle access across improved roadways.	**No mitigation applies.** The Proposed Project does not physically divide a community as the Project does not propose a new right-of-way alignment or street vacation. The Proposed Project would increase the net number of residential dwelling units on two Project Sites that are currently developed with residential dwelling units. Accordingly, no mitigation regarding physical division of an established community is required.
Impact LU-2 ***Conflict with Applicable Land Use Plan, Policy, or Regulation***	**PMM-LU-2:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects that physically divide a community, as applicable	**No mitigation applies.** The Proposed Project would not conflict with local and regional plans applicable to the Project Site. As set forth in Sections 2.0 and 3.0 of this SCPE, the Proposed Project is consistent with the statutory criteria for a TPP seeking to utilize

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	and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) When an inconsistency with the adopted general plan policy or land use regulation (adopted for the purpose of avoiding or mitigating an impact) is identified modify the transportation or land use project to eliminate the conflict; or, determine if the environmental, social, economic, and engineering benefits of the project warrant an amendment to the general plan or land use regulation.	and SCPE and is also consistent with the goals and principles of the 2020-2045 RTP/SCS. In addition, the Proposed Project would be consistent with the General Plan's policy of provide varying housing types and opportunities for a variety of living needs in the City. The Proposed Project would also be consistent with the Housing Element policies such as including affordable housing. These units would be constructed in proximity to nearby public transportation routes and other community facilities, and the Proposed Project would be mixed-income projects with a variety of affordability levels, both market-rate and affordable to lower-income households. Therefore, the Proposed Project is consistent with the General Plan Land Use and Housing Elements, underlying zone designation, and is not seeking a General Plan amendment or zone change. Additionally, the Proposed Project already substantially complies with this Mitigation Measure because it is a multi-family residential project in a HQTA and would comply with the applicable provisions of the Montebello Municipal Code.
MINERAL RESOURCES		
Impact MIN-1 ***Loss of Availability of a Known Mineral Resource of Value to the Region and Residents of the State***	**PMM-MIN-1:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce the use of mineral resources that could be of value to the region, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Provide for the efficient use of known aggregate and mineral resources or locally important mineral resource recovery sites, by ensuring that the consumptive use of aggregate resources is minimized and that access to recoverable sources of aggregate is not precluded, as a result of construction, operation and maintenance of projects.	**No mitigation applies**. The Project Sites are not located in a Significant Mineral Aggregate Resource Area (SMARA) identified by the California State Department of Conservation, nor are they located in an area with active mineral extraction activities.[36] As indicated previously, both Project Sites are currently occupied by existing residential units. There are no existing resource extraction activities occurring within either of the Project Sites. A review of the California Geologic Energy Management Division (CalGEM) online mapping application Well Finder indicates that there are no oil wells located within the Project Sites.[37] Furthermore, no rare minerals or building materials would be used in the Proposed Project's construction. Therefore, the development of the Proposed Project would not

[36] *California Department of Conservation, SMARA Mineral Land Classification, MCL Maps and Reports, https://maps.conservation.ca.gov/cgs/informationwarehouse/mlc/.*

[37] *California Department of Conservation, Geologic Energy Management Division, Oil Well Finder, https://maps.conservation.ca.gov/doggr/wellfinder/.*

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	b) Where avoidance is infeasible, minimize impacts to the efficient and effective use of recoverable sources of aggregate through measures that have been identified in county and city general plans, or other comparable measures such as: 1) Recycle and reuse building materials resulting from demolition, particularly aggregate resources, to the maximum extent practicable. 2) Identify and use building materials, particularly aggregate materials, resulting from demolition at other construction sites in the SCAG region, or within a reasonable hauling distance of the project site. 3) Design transportation network improvements in a manner (such as buffer zones or the use of screening) that does not preclude adjacent or nearby extraction of known mineral and aggregate resources following completion of the improvement and during long-term operations. 4) Avoid or reduce impacts on known aggregate and mineral resources and mineral resource recovery sites through the evaluation and selection of project sites and design features (e.g., buffers) that minimize impacts on land suitable for aggregate and mineral resource extraction by maintaining portions of MRZ-2 areas in open space or other general plan land use categories and zoning that allow for mining of mineral resources.	result in the loss of availability of a known mineral resource, and no mitigation is required.
Impact MIN-2 ***Loss of Availability of Important Mineral Resource Recovery Site***	See **PMM-MIN-1**.	**No mitigation applies**. The Project Sites are not located in a SMARA identified by the California State Department of Conservation, nor are they located in an area with active mineral extraction activities.[38] Both Project Sites are currently occupied by existing residential units. There are no existing resource extraction activities occurring within either of the Project Sites. A review of the CalGEM online mapping application Well Finder indicates that

[38] *California Department of Conservation, SMARA Mineral Land Classification, MCL Maps and Reports, https://maps.conservation.ca.gov/cgs/informationwarehouse/mlc/.*

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		there are no oil wells located within the Project Sites.[39] Furthermore, no rare minerals or building materials would be used in the Proposed Project's construction. Therefore, the development of the Proposed Project would not result in the loss of availability of a known mineral resource, and no mitigation is required.
NOISE		
Impact NOISE-1 Generate *Substantial Temporary or Permanent Increase in Ambient Noise in Excess of Standards*	**PMM-NOISE-1:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects that physically divide a community, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Install temporary noise barriers during construction. b) Include permanent noise barriers and sound-attenuating features as part of the project design. Barriers could be in the form of outdoor barriers, sound walls, buildings, or earth berms to attenuate noise at adjacent sensitive uses. c) Schedule construction activities consistent with the allowable hours pursuant to applicable general plan noise element or noise ordinance d) Post procedures and phone numbers at the construction site for notifying the Lead Agency staff, local Police Department, and construction contractor (during regular construction hours and off-hours), along with permitted construction days and hours, complaint procedures, and who to notify in the event of a problem. e) Notify neighbors and occupants within 300 feet of the project construction area at least 30 days in advance of anticipated times when noise levels are expected to exceed limits established in the noise element of the general plan or noise ordinance. f) Designate an on-site construction complaint and enforcement manager for the project. g) Ensure that construction equipment are properly maintained per manufacturers'	**Relevant portions of this Mitigation Measure would be implemented.** In addition to complying with the City's time limitations on construction noise (i.e., a prohibition of noise sources associated with construction, demolition, grading, repair or remodeling of any real property other than between the hours of 7:00 a.m. and 8:00 p.m. on weekdays (Monday through Friday), and 9:00 a.m. to 6:00 p.m. on Saturdays, Sundays and legal holidays, except in the case of an emergency), the Proposed Project would implement the following relevant portions of PMM-NOISE-1, which the City has determined would be applicable to the Proposed Project's construction activities, and which would be identified as conditions of approval for the Proposed Project: ***Noise Mitigation Measure No.1*** • Install temporary noise barriers during construction. • Post procedures and phone numbers at the construction site for notifying the Lead Agency staff, local Police Department, and construction contractor (during regular construction hours and off-hours), along with permitted construction days and hours, complaint procedures, and who to notify in the event of a problem. • Notify neighbors and occupants within 300 feet of the project construction area at least 30 days in advance of anticipated times when noise levels are expected to exceed limits established in the noise element of the general plan or noise ordinance. • Designate an on-site construction complaint and enforcement manager for the project.

[39] *California Department of Conservation, Geologic Energy Management Division, Oil Well Finder, https://maps.conservation.ca.gov/doggr/wellfinder/.*

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	specifications and fitted with the best available noise suppression devices (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds silencers, wraps). All intake and exhaust ports on power equipment shall be muffled or shielded. h) Use hydraulically or electrically powered tools (e.g., jack hammers, pavement breakers, and rock drills) for project construction to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust should be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves should be used, if such jackets are commercially available, and this could achieve a further reduction of 5 dBA. Quieter procedures should be used, such as drills rather than impact equipment, whenever such procedures are available and consistent with construction procedures. i) Where feasible, design projects so that they are depressed below the grade of the existing noise-sensitive receptor, creating an effective barrier between the roadway and sensitive receptors. j) Where feasible, improve the acoustical insulation of dwelling units where setbacks and sound barriers do not provide sufficient noise reduction. k) Using rubberized asphalt or "quiet pavement" to reduce road noise for new roadway segments, roadways in which widening or other modifications require re-pavement, or normal reconstruction of roadways where re-pavement is planned l) Projects that require pile driving or other construction noise above 90 dBA in proximity to sensitive receptors, should reduce potential pier drilling, pile driving and/or other extreme noise generating construction impacts greater than 90 dBA; a set of site-specific noise attenuation measures should be completed under the supervision of a qualified acoustical consultant.	• Ensure that construction equipment are properly maintained per manufacturers' specifications and fitted with the best available noise suppression devices (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds silencers, wraps). All intake and exhaust ports on power equipment shall be muffled or shielded. • Use hydraulically or electrically powered tools (e.g., jack hammers, pavement breakers, and rock drills) for project construction to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust should be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves should be used, if such jackets are commercially available, and this could achieve a further reduction of 5 dBA. Quieter procedures should be used, such as drills rather than impact equipment, whenever such procedures are available and consistent with construction procedures. • Use equipment and trucks with the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds, wherever feasible) for project construction. • Stationary noise sources can and should be located as far from adjacent sensitive receptors as possible and they should be muffled and enclosed within temporary sheds, incorporate insulation barriers, or use other measures as determined by the Lead Agency (or other appropriate government agency) to provide equivalent noise reduction. • Use of portable barriers in the vicinity of sensitive receptors during construction. • Monitor the effectiveness of noise attenuation measures by taking noise measurements.

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	m) Use land use planning measures, such as zoning, restrictions on development, site design, and buffers to ensure that future development is compatible with adjacent transportation facilities and land uses; n) Monitor the effectiveness of noise reduction measures by taking noise measurements and installing adaptive mitigation measures to achieve the standards for ambient noise levels established by the noise element of the general plan or noise ordinance. o) Use equipment and trucks with the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds, wherever feasible) for project construction. p) Stationary noise sources can and should be located as far from adjacent sensitive receptors as possible and they should be muffled and enclosed within temporary sheds, incorporate insulation barriers, or use other measures as determined by the Lead Agency (or other appropriate government agency) to provide equivalent noise reduction. q) Use of portable barriers in the vicinity of sensitive receptors during construction. r) Implement noise control at the receivers by temporarily improving the noise reduction capability of adjacent buildings (for instance by the use of sound blankets), and implement if such measures are feasible and would noticeably reduce noise impacts. s) Monitor the effectiveness of noise attenuation measures by taking noise measurements. t) Maximize the distance between noise-sensitive land uses and new roadway lanes, roadways, rail lines, transit centers, park-and-ride lots, and other new noise-generating facilities. u) Construct sound reducing barriers between noise sources and noise-sensitive land uses. v) Stationary noise sources can and should be located as far from adjacent sensitive receptors as possible and they should be muffled and enclosed within temporary	• Prohibit idling of construction equipment for extended periods of time in the vicinity of sensitive receptors.

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Topic	Project-Level Mitigation Measures	Applicability to the Project
	sheds, incorporate insulation barriers, or use other measures as determined by the Lead Agency (or other appropriate government agency) to provide equivalent noise reduction. w) Use techniques such as grade separation, buffer zones, landscaped berms, dense plantings, sound walls, reduced-noise paving materials, and traffic calming measures. x) Locate transit-related passenger stations, central maintenance facilities, decentralized maintenance facilities, and electric substations away from sensitive receptors to the maximum extent feasible. y) Consult the SCAG Environmental Justice Toolbox for potential measures to address impacts to low-income and/or minority communities.	
Impact NOISE-2 ***Generate Excessive Groundborne Vibration or Groundborne Noise Levels***	See **PMM-NOISE-1**. **PMM-NOISE-2:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects related to violating air quality standards, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) For projects that require pile driving or other construction techniques that result in excessive vibration, such as blasting, determine the potential vibration impacts to the structural integrity of the adjacent buildings within 50 feet of pile driving locations. b) For projects that require pile driving or other construction techniques that result in excessive vibration, such as blasting, determine the threshold levels of vibration and cracking that could damage adjacent historic or other structure, and design means and construction methods to not exceed the thresholds. c) For projects where pile driving would be necessary for construction due to geological conditions, utilize quiet pile driving techniques such as predrilling the piles to the maximum feasible depth, where feasible. Predrilling pile holes will	**The Proposed Project would substantially conform to this Mitigation Measure.** As described above, relevant portions of PMM-NOI-1 would be implemented for the Proposed Project, which would minimize construction activities to the hours permitted and stated in the MMC, require the use of mufflers and sound barriers, and prohibit equipment from idling. Moreover, the Proposed Project would not involve pile driving, which is known to contribute to high levels of groundborne vibration. Therefore, the Proposed Project would not result in excessive groundborne vibration with the implementation of the applicable measures in PMM-NOI-1, and no mitigation with respect to groundborne vibration is required.

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	reduce the number of blows required to completely seat the pile and will concentrate the pile driving activity closer to the ground where pile driving noise can be shielded more effectively by a noise barrier/curtain. d) Restrict construction activities to permitted hours in accordance with local jurisdiction regulation. e) Properly maintain construction equipment and outfit construction equipment with the best available noise suppression devices (e.g., mufflers, silences, wraps). f) Prohibit idling of construction equipment for extended periods of time in the vicinity of sensitive receptors.	
Impact NOISE-3 ***Expose People to Excessive Noise Levels for Project within Private Airstrip or Airport Land Use Plan or within Two Miles of Public Airport***	See **PMM-NOISE-1.**	**No mitigation applies.** The Project Sites are not located within two miles of a public airport. The closest airport to the Project Sites is the San Gabriel Valley Airport, located seven miles to the north in the City of El Monte. The Project Sites are not located within the Runway Protection Zone (RPZ) for the San Gabriel Valley Airport. As a result, the Proposed Project would not present a noise hazard related to aircraft or airport operations at a public use airport to people residing in the project area. No mitigation is required.
POPULATION AND HOUSING		
Impact POP-1 ***Induce Substantial Unplanned Population Growth in the Area***	**PMM-POP-1:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce the displacement of existing housing, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Evaluate alternate route alignments and transportation facilities that minimize the displacement of homes and businesses. Use an iterative design and impact analysis where impacts to homes or businesses are involved to minimize the potential of impacts on housing and displacement of people.	**No mitigation applies.** The Proposed Project would consist of the development of new housing land uses on a site that is currently occupied by residential dwelling units. The Proposed Project's potential growth is anticipated to be 515 persons, which is based on the ratio of 3.3 persons per household identified by the United States Census Bureau.[40] The number of residents that would be added is well within SCAG's growth forecast of 3,900 residents for the City of Montebello between 2016 and 2045. Therefore, the population growth anticipated for the Proposed Project's is consistent with the growth forecasted by the 2020-2045 RTP/SCS. Therefore, none of the suggested measures are applicable.

[40] *United States Census Bureau. QuickFacts – Montebello city, California (as of July 1, 2021).* https://www.census.gov/quickfacts/montebellocitycalifornia.

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	b) Prioritize the use existing ROWs, wherever feasible. c) Develop a construction schedule that minimizes potential neighborhood deterioration from protracted waiting periods between right-of-way acquisition and construction. d) Review capacities of available urban infrastructure and augment capacities as needed to accommodate demand in locations where growth is desirable to the local lead Agency and encouraged by the SCS (primarily TPAs, where applicable). e) When General Plans and other local land use regulations are amended or updated, use the most recent growth projections and RHNA allocation plan.	
Impact POP-2 ***Displacement of People or Housing, Necessitating Construction of Replacement Housing Elsewhere***	See **PMM-POP-1**.	**No mitigation applies.** The Proposed Project would consist of the development of new housing land uses on a site that is currently occupied by residential dwelling units. The Proposed Project would replace 43 dwelling units with 156 new dwelling units that would increase the housing stock in the area. The development of the Proposed Project would not cause a significant displacement of existing housing that would warrant housing elsewhere, and therefore, none of the suggested measures are applicable.
FIRE SERVICES		
Impact PSF-1 ***Adverse Physical Impacts Associated with New or Physically Altered Fire Protection Facilities, Need for New or Altered Fire Protection Facilities***	**PMM-PSP-1:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects of constructing new emergency response facilities, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: 1) Coordinate with emergency response agencies to ensure that there are adequate governmental facilities to maintain acceptable service ratios, response times or other performance objectives for emergency response services and that any required additional construction of buildings is incorporated in to the project description. 2) Where current levels of services at the project site are found to be inadequate,	**No mitigation applies.** The Project Sites and surrounding area are served by the Montebello Fire Department, which operates three fire stations throughout the City. The closest fire station to the Project Sites is Station 55, located 0.75 miles to the northwest at 600 North Montebello Boulevard. The City has determined that the following regulatory compliance measures are equal to or more effective than this Mitigation Measure with respect to avoiding or reducing the significant effects from the need for new or physically altered governmental facilities in order to maintain acceptable response times for fire protection and emergency response services that are within the jurisdiction and responsibility of fire departments, law enforcement agencies, and local jurisdictions:

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	provide fair share contributions towards infrastructure improvements, as appropriate and applicable, to mitigate identified CEQA impacts. 3) Project sponsors can and should develop traffic control plans for individual projects. Traffic control plans should include information on lane closures and the anticipated flow of traffic during the construction period. The basic objective of each traffic control plan (TCP) is to permit the contractor to work within the public right of way efficiently and effectively while maintaining a safe, uniform flow of traffic. The construction work and the public traveling through the work zone in vehicles, bicycles or as pedestrians must be given equal consideration when developing a traffic control plan.	• Public Services (Fire): The Proposed Project will be subject to review and approval by the Montebello Fire Department to ensure that safety and fire prevention measures are incorporated into the Project. As part of the Project review process, the Montebello Fire Department will review the Project and make recommendations for fire protection services and fire flow rates. Depending on the outcome of the review, any required improvements to the water system (e.g. additional hydrants) would be provided at the expense of the Applicant. With implementation of the above regulatory measure, existing fire facilities will be capable of providing acceptable service, and no mitigation would be required.
POLICE SERVICES		
Impact PSP-1 ***Adverse Physical Impacts Associated with New or Physically Altered Police Facilities, Need for New or Altered Police Facilities***	**PMM-PSP-1:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects of constructing new emergency response facilities, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: 1) Coordinate with emergency response agencies to ensure that there are adequate governmental facilities to maintain acceptable service ratios, response times or other performance objectives for emergency response services and that any required additional construction of buildings is incorporated in to the project description. 2) Where current levels of services at the project site are found to be inadequate, provide fair share contributions towards infrastructure improvements, as appropriate and applicable, to mitigate identified CEQA impacts. 3) Project sponsors can and should develop traffic control plans for individual projects. Traffic control plans should include information on lane closures and the anticipated flow of traffic during the construction period. The basic objective of	**No mitigation applies.** The Project Sites are currently served by the Montebello Police Department, located at 1600 West Beverly Boulevard, approximately 1.2 miles northwest of the Project Site. The City has determined that the following regulatory compliance measures are equal to or more effective than this Mitigation Measure with respect to avoiding or reducing the significant effects from the need for new or physically altered governmental facilities in order to maintain acceptable response times for fire protection and emergency response services that are within the jurisdiction and responsibility of fire departments, law enforcement agencies, and local jurisdictions: • Public Services (Police): The Proposed Project will be subject to review and approval by the Montebello Police Department. The Police Department will review the site plan for the Proposed Project to ensure that the development adheres to the Department requirements. Specifically, all security gates, monitoring systems, alarms, and walls will be under department review. With implementation of the above regulatory measure, existing police facilities will be

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	each traffic control plan (TCP) is to permit the contractor to work within the public right of way efficiently and effectively while maintaining a safe, uniform flow of traffic. The construction work and the public traveling through the work zone in vehicles, bicycles or as pedestrians must be given equal consideration when developing a traffic control plan.	capable of providing acceptable service, and no mitigation would be required.
SCHOOLS		
Impact PSS-1 ***Adverse Physical Impacts Associated with New or Physically Altered Educational Facilities, Need for New Educational Facilities***	**PMM-PSS-1:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the State CEQA Guidelines, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects of constructing new or physically altered school facilities, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Where construction or expansion of school facilities is required to meet public school service ratios, require school district fees, as applicable.	**No mitigation applies.** The Project Sites are served by the Montebello Unified School District. The closest schools to the Project Sites include Fremont Elementary School, located 0.75 miles to the northwest; Montebello Intermediate School, located one mile to the west; and Montebello High School, located 1.27 miles to the west. The Proposed Project would comply with the following regulatory compliance measures that substantially conform to this Mitigation Measure and avoid or reduce the significant effects from the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives that are within the jurisdiction and responsibility of school districts and local jurisdictions: • Public Services (Schools): Pursuant to SB 50, the Applicant shall pay all applicable school fees to the Montebello Unified School District to offset the impact of additional student enrollment at schools serving the project area. With implementation of this regulatory compliance measure, the Proposed Project would have no impacts to schools and no mitigation is required.
LIBRARY SERVICES		
Impact PLS-1 ***Adverse Impacts Associated with New or Physically Altered Library***	**PMM-PSL-1:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects of construction of new or altered library facilities, as	**No mitigation applies.** There is one library in the City of Montebello. The Montebello Library is part of the LA County Library system. The LA County Library is one of the major libraries of the nation, and provides library service to over 3.4 million residents living in unincorporated

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Facilities, Need for New or Physically Altered Library Facilities	applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Where construction or expansion of library facilities is required to meet public library service ratios, require library fees, as appropriate and applicable, to mitigate identified CEQA impacts.	areas and to residents of 49 of the 88 incorporated cities of Los Angeles County. The service area extends over 3,000 square miles. Supplementing the 7.5 million volume book collection, the LA County Library also offers magazines, newspapers, government publications and many specialized materials including online databases. The Proposed Project is not anticipated to result in a deterioration of library services since the Applicant will be required to pay development impact fees, which could be used to offset any increase in library demand. There are no current plans to build new libraries that would serve the Project Site area. Therefore, the library branches serving the Project Sites would be able to meet the Proposed Project's demand for library services. No mitigation is required.
RECREATION		
Impact REC-1 ***Increased Use of Existing Parks or Other Recreational Facilities such that Deterioration Would Occur***	**PMM-REC-1:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects on the use of existing neighborhood and regional parks or other recreational facilities, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Prior to the issuance of permits, where projects require the construction or expansion of recreational facilities or the payment of equivalent Quimby fees, consider increasing the accessibility to natural areas and lands for outdoor recreation from the proposed project area, in coordination with local and regional open space planning and/or responsible management agencies. b) Prior to the issuance of permits, where projects require the construction or expansion of recreational facilities or the payment of equivalent Quimby fees, encourage patterns of urban development and land use which reduce costs on infrastructure and make better use of existing facilities, using strategies such as: i) Increasing the accessibility to natural areas for outdoor recreation	**No mitigation applies.** The Proposed Project would not result in significant impacts with implementation of the following project design features that avoid or reduce the significant effects on the integrity of recreation facilities, particularly neighborhood parks in the vicinity of HQTAs and other applicable development projects, that are within the jurisdiction and responsibility of other public agencies and/or Lead Agencies. Although no mitigation is required, the Proposed Project incorporates the following project design feature: • The Proposed Project would include a total of 35,010 square feet of open space across both Projects, including a gym, water feature and pool, children's play area, and barbeque areas.

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	ii) Utilizing "green" development techniques iii) Promoting water-efficient land use and development iv) Encouraging multiple uses, such as the joint use of schools v) Including trail systems and trail segments in General Plan recreation standards	
Impact REC-2 ***Adverse Impacts Associated With New or Physically Altered Park Facilities, Need for New or Physically Altered Park Facilities / Include Recreational Facilities or Expansion of Recreation Facilities***	See **PMM-REC-1, PMM-AQ-2**, and **PMM-NOISE-1**.	**No mitigation applies.** The Proposed Project would not result in significant impacts with implementation of the following project design feature that avoid or reduce the significant effects on the integrity of recreation facilities, particularly neighborhood parks in the vicinity of HQTAs and other applicable development projects, that are within the jurisdiction and responsibility of other public agencies and/or Lead Agencies. Although no mitigation is required, implementation of this design feature substantially conforms to these Mitigation Measures: • The Proposed Project would include a total of 35,010 square feet of open space across both Projects, including a gym, water feature and pool, children's play area, and barbeque areas.
TRANSPORTATION		
Impact TRA-1 ***Conflict with a Program, Plan, Ordinance or Policy Addressing the Circulation System***	No mitigation is required.	**No mitigation applies.** As noted throughout this SCPE, the Project Sites are located less than ¼ mile from Whittier Boulevard, which is identified as an HQTC by the 2020-2045 RTP/SCS. Therefore, the Proposed Project would also directly encourage the utilization of transit due to its close proximity to its proximity to public transit and employment opportunities., which is expected to further increase the projected number of walk or transit trips rather than auto vehicle trips. In addition, the Proposed Project would provide a total of 170 bicycle spaces across both Projects to promote travel by bicycle. Accordingly, the Proposed Project is not anticipated to conflict with any program, plan ordinance or policy addressing the circulation system, and no mitigation is required.
Impact TRA-2 ***Conflict with or Be Inconsistent***	**MM-TRA-1:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the	**No mitigation applies.** Pursuant to CEQA Guidelines Section 15064.3(b)(1),

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With CEQA Guidelines section 15064.3(b)	*State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects related to transportation-related impacts, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: Transportation demand management (TDM) strategies should be incorporated into individual land use and transportation projects and plans, as part of the planning process. Local agencies should incorporate strategies identified in the Federal Highway Administration's publication: Integrating Demand Management into the Transportation Planning Process: A Desk Reference (August 2012) into the planning process (FHWA 2012). For example, the following strategies may be included to encourage use of transit and non-motorized modes of transportation and reduce vehicle miles traveled on the region's roadways: include TDM mitigation requirements for new developments; incorporate supporting infrastructure for non-motorized modes, such as, bike lanes, secure bike parking, sidewalks, and crosswalks; provide incentives to use alternative modes and reduce driving, such as, universal transit passes, road and parking pricing; implement parking management programs, such as parking cash-out, priority parking for carpools and vanpools; develop TDM-specific performance measures to evaluate project-specific and system-wide performance; incorporate TDM performance measures in the decision-making process for identifying transportation investments; implement data collection programs for TDM to determine the effectiveness of certain strategies and to measure success over time; and set aside funding for TDM initiatives. The increase in per capita VMT on facilities experiencing LOS F represents a significant impact compared to existing conditions. To assess whether implementation of these specific mitigation strategies would result in measurable traffic congestion reductions, implementing actions may need to be further refined within the overall parameters of the proposed Plan and matched to local conditions in any subsequent project-level environmental analysis.	development projects within one-half mile of a major transit stop or a stop along an HQTC shall generally be presumed to have a less than significant impact pertaining to VMT. As noted throughout this SCPE, the Project Sites are located less than ¼ mile from Whittier Boulevard, which is identified as an HQTC by the 2020-2045 RTP/SCS. Notwithstanding this presumption, the Project will also directly encourage the utilization of transit due to its close proximity to its proximity to public transit, employment, and entertainment destinations, which is expected to further increase the projected number of walk or transit trips rather than auto vehicle trips. In addition, the Proposed Project will provide a total of 170 bicycle spaces across both Projects to promote travel by bicycle. Accordingly, the Proposed Project is not anticipated to result in any impacts pertaining to conflicts with CEQA Guidelines Section 15064.3(b), and no mitigation is required.

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Impact TRA-3 ***Substantially Increase Hazards Due to a Geometric Design Feature***	No mitigation is required.	**No mitigation applies.** The Proposed Project would be required to meet minimum roadway widths established in the City's Municipal Code. These standards ensure that roadways have adequate width to accommodate emergency vehicle access and to permit the efficient movement of a large number of people. Additionally, pursuant to existing City regulatory requirements, access would be reviewed by the Fire Department to ensure the Proposed Project conforms to all applicable traffic design standards. Through compliance with these regulatory measures, no impacts regarding access would occur, and no mitigation is required.
Impact TRA-4 ***Result in Inadequate Emergency Access / Substantially Impair Adopted Emergency Response Plan or Emergency Evacuation Plan***	**PMM-TRA-2:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects which may substantially impair implementation of an adopted emergency response plan or emergency evacuation plan, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Prior to construction, project implementation agencies can and should ensure that all necessary local and state road and railroad encroachment permits are obtained. The project implementation agency can and should also comply with all applicable conditions of approval. As deemed necessary by the governing jurisdiction, the road encroachment permits may require the contractor to prepare a traffic control plan in accordance with professional engineering standards prior to construction. Traffic control plans can and should include the following requirements: • Identification of all roadway locations where special construction techniques (e.g., directional drilling or night construction) would be used to minimize impacts to traffic flow. • Development of circulation and detour plans to minimize impacts to local street circulation. This may	**Mitigation applies.** As mentioned above, the Proposed Project would be required to meet minimum roadway widths established in the City's Municipal Code. These standards ensure that roadways have adequate width to accommodate emergency vehicle access and to permit the efficient movement of a large number of people. Additionally, pursuant to existing City regulatory requirements, access would be reviewed by the Fire Department to ensure the Proposed Project conforms to all applicable emergency evacuation plans, and other regional and local plans establishing access during emergencies. Additionally, the Proposed Project will implement the following Mitigation Measure that is consistent with PMM-TRA-2 as it will avoid or reduce the potential for conflicts to emergency access: • ***Mitigation Measure Transportation No. 1: (Construction Management Plan)*** o A construction work site traffic control plan shall be submitted to the City for review and approval in accordance with the MMC prior to the start of any construction work. The plans shall show the location of roadway or sidewalk closures, traffic detours, haul routes, hours of operation, protective devices, warning signs and access to abutting properties. All construction related traffic shall be restricted to off-peak hours to the extent possible.

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	include the use of signing and flagging to guide vehicles through and/or around the construction zone. • Scheduling of truck trips outside of peak morning and evening commute hours. • Limiting of lane closures during peak hours to the extent possible. • Usage of haul routes minimizing truck traffic on local roadways to the extent possible. • Inclusion of detours for bicycles and pedestrians in all areas potentially affected by project construction. • Installation of traffic control devices as specified in the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zones. • Development and implementation of access plans for highly sensitive land uses such as police and fire stations, transit stations, hospitals, and schools. The access plans would be developed with the facility owner or administrator. To minimize disruption of emergency vehicle access, affected jurisdictions can and should be asked to identify detours for emergency vehicles, which will then be posted by the contractor. Notify in advance the facility owner or operator of the timing, location, and duration of construction activities and the locations of detours and lane closures. • Storage of construction materials only in designated areas. • Coordination with local transit agencies for temporary relocation of routes or bus stops in work zones, as necessary. • Ensure the rapid repair of transportation infrastructure in the event of an emergency through cooperation among public agencies and by identifying critical infrastructure needs necessary for:	o Lane closures during peak hours shall be limited to the extent possible. o All delivery truck loading and unloading shall take place on site to the extent possible. o The Applicant shall plan construction and construction staging as to maintain pedestrian access on adjacent sidewalks throughout construction to the extent possible.

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	a) emergency responders to enter the region, b) evacuation of affected facilities, and c) restoration of utilities. • Enhance emergency preparedness awareness among public agencies and with the public at large.	
TRIBAL CULTURAL RESOURCES		
Impact TCR-1 ***Cause Substantial Adverse Change in Significance of Tribal Cultural Resource Defined in PRC Section 21074***	Project-Level Mitigation Measure See **MM-CULT-1**. **MM-TCR-1:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects on tribal cultural resources, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Avoidance and preservation of the resources in place, including, but not limited to, planning and construction to avoid the resources and protect the cultural and natural context, or planning greenspace, parks, or other open space, to incorporate the resources with culturally appropriate protection and management criteria; b) Treating the resource with culturally appropriate dignity taking into account the tribal cultural values and meaning of the resource, including, but not limited to, the following: protecting the cultural character and integrity of the resource; protecting the traditional use of the resource; and protecting the confidentiality of the resource; c) Permanent conservation easements or other interests in real property, with culturally appropriate management criteria for the purposes of preserving or utilizing the resources or places; and protecting the resource.	**Mitigation applies**. Although tribal consultation is not required for the preparation of a SCPE, the City has elected to undertake the AB 52 consultation process with regard to tribal cultural resources. Based on the findings of these technical reports and upon conclusion of the AB 52 consultation process, according to representatives of the Gabrieleno Band of Mission Indians – Kizh Nation, the two Project Sites have a high probability of containing tribal cultural resources. Accordingly, the City has determined that the following Mitigation Measures would be equal to or more effective than this Mitigation Measure in avoiding potential impacts regarding inadvertent finds of tribal cultural resources: • ***Tribal Cultural Resources Mitigation Measure No. 1.*** Prior to the commencement of any ground disturbing activity at the project site, the project applicant shall retain a Native American Monitor approved by the Gabrieleno Band of Mission Indians-Kizh Nation – the tribe that consulted on this project pursuant to Assembly Bill AB-52 – SB-18 (the "Tribe" or the "Consulting Tribe"). A copy of the executed contract shall be submitted to the Lead Agency prior to the issuance of any permit necessary to commence a ground-disturbing activity. The Tribal monitor will only be present on-site during the construction phases that involve ground-disturbing activities. Ground disturbing activities are defined by the Tribe as activities that may include, but are not limited to, pavement removal, potholing or auguring, grubbing, tree removals, boring, grading, excavation, drilling, and trenching,

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		within the project area. The Tribal Monitor will complete daily monitoring logs that will provide descriptions of the day's activities, including construction activities, locations, soil, and any cultural materials identified. The on-site monitoring shall end when all ground-disturbing activities on the Project Site are completed, or when the Tribal Representatives and Tribal Monitor have indicated that all upcoming ground-disturbing activities at the Project Site have little to no potential for impacting Tribal Cultural Resources. Upon discovery of any Tribal Cultural Resources, construction activities shall cease in the immediate vicinity of the find (not less than the surrounding 50 feet) until the find can be assessed. All Tribal Cultural Resources unearthed by project activities shall be evaluated by the Tribal monitor approved by the Consulting Tribe and a qualified archaeologist if one is present. If the resources are Native American in origin, the Consulting Tribe will retain it/them in the form and/or manner the Tribe deems appropriate, for educational, cultural and/or historic purposes. If human remains and/or grave goods are discovered or recognized at the Project Site, all ground disturbance shall immediately cease, and the county coroner shall be notified per Public Resources Code Section 5097.98, and Health & Safety Code Section 7050.5. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2). Work may continue in other parts of the Project site while evaluation and, if necessary, mitigation takes place (CEQA Guidelines Section 15064.5[f]). Preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. Any historic archaeological material that is not Native American in origin (non-TCR) shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los

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		Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes. • ***Tribal Cultural Resources Mitigation Measure No. 2.*** Unanticipated Discovery of Human Remains and Associated Funerary Objects: Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in PRC 5097.98, are also to be treated according to this statute. Health and Safety Code 7050.5 dictates that any discoveries of human skeletal material shall be immediately reported to the County Coroner and excavation halted until the coroner has determined the nature of the remains. If the coroner recognizes the human remains to be those of a Native American or has reason to believe that they are those of a Native American, he or she shall contact, by telephone within 24 hours, the NAHC and PRC 5097.98 shall be followed. • ***Tribal Cultural Resources Mitigation Measure No. 3.*** Resource Assessment & Continuation of Work Protocol: Upon discovery of human remains, the tribal and/or archaeological monitor/consultant/consultant will immediately divert work at minimum of 100 feet and place an exclusion zone around the discovery location. The monitor/consultant(s) will then notify the Tribe, the qualified lead archaeologist, and the construction manager who will call the coroner. Work will continue to be diverted while the coroner determines whether the remains are human and subsequently Native American. The discovery is to be kept confidential and secure to prevent any further disturbance. If the finds are determined to be Native American, the coroner will notify the NAHC as mandated

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		by state law who will then appoint a Most Likely Descendent (MLD). • ***Tribal Cultural Resources Mitigation Measure No. 4.*** Kizh-Gabrieleno Procedures for burials and funerary remains: If the Gabrieleno Band of Mission Indians – Kizh Nation is designated MLD, the Koo-nas-gna Burial Policy shall be implemented. To the Tribe, the term "human remains" encompasses more than human bones. In ancient as well as historic times, Tribal Traditions included, but were not limited to, the preparation of the soil for burial, the burial of funerary objects with the deceased, and the ceremonial burning of human remains. The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact. Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects. • ***Tribal Cultural Resources Mitigation Measure No. 5.*** Treatment Measures: Prior to the continuation of ground disturbing activities, the landowner shall arrange a designated site location within the footprint of the project for the respectful reburial of the human remains and/or ceremonial objects. In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. If this type of steel plate is not available, a 24-hour guard should be posted outside of working hours. The Tribe will make every effort to recommend diverting the project and keeping the remains in situ and protected. If the project cannot be diverted, it may be determined that burials will be removed. The Tribe will work closely with the qualified archaeologist to ensure that the

Table 4
Applicability of Project-Level Mitigation Measures from Connect SoCal (2020-2045 Regional Transportation Plan / Sustainable Communities Strategy)

Topic	Project-Level Mitigation Measures	Applicability to the Project
		excavation is treated carefully, ethically, and respectfully. If data recovery is approved by the Tribe, documentation shall be taken which includes at a minimum detailed descriptive notes and sketches. Additional types of documentation shall be approved by the Tribe for data recovery purposes. Cremations will either be removed in bulk or by means as necessary to ensure completely recovery of all material. If the discovery of human remains includes four or more burials, the location is considered a cemetery and a separate treatment plan shall be created. Once complete, a final report of all activities is to be submitted to the Tribe and the NAHC. The Tribe does NOT authorize any scientific study or the utilization of any invasive and/or destructive diagnostics on human remains. o Each occurrence of human remains and associated funerary objects will be stored using opaque cloth bags. All human remains, funerary objects, sacred objects and objects of cultural patrimony will be removed to a secure container on site if possible. These items should be retained and reburied within six months of recovery. The site of reburial/repatriation shall be on the project site but at a location agreed upon between the Tribe and the landowner at a site to be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered. • ***Tribal Cultural Resources Mitigation Measure No. 6.*** Professional Standards: Native American and Archaeological monitoring during construction projects will be consistent with current professional standards. All feasible care to avoid any unnecessary disturbance, physical modification, or separation of TCR's shall be taken. The Native American monitor must be approved by the Gabrieleno Band of Mission Indians-Kizh Nation. Principal personnel for Archaeology must meet the Secretary of Interior standards for archaeology and have a minimum of 10 years of experience as a principal

Table 4
Applicability of Project-Level Mitigation Measures from Connect SoCal (2020-2045 Regional Transportation Plan / Sustainable Communities Strategy)

Topic	Project-Level Mitigation Measures	Applicability to the Project
		investigator working with Native American archaeological sites in southern California.
UTILITIES AND SERVICE SYSTEMS		
Impact USWS-1 ***Require Relocation or Construction of New or Expanded Water Facilities***	**PMM-USWS-1:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to ensure sufficient water supplies, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Reduce exterior consumptive uses of water in public areas, and should promote reductions in private homes and businesses, by shifting to drought-tolerant native landscape plantings, using weather-based irrigation systems, educating other public agencies about water use, and installing related water pricing incentives. b) Promote the availability of drought-resistant landscaping options and provide information on where these can be purchased. Use of reclaimed water especially in median landscaping and hillside landscaping can and should be implemented where feasible. c) Implement water conservation best practices such as low-flow toilets, water-efficient clothes washers, water system audits, and leak detection and repair. d) For projects located in an area with existing reclaimed water conveyance infrastructure and excess reclaimed water capacity, use reclaimed water for non- potable uses, especially landscape irrigation. For projects in a location planned for future reclaimed water service, projects should install dual plumbing systems in anticipation of future use. Large developments could treat wastewater onsite to tertiary standards and use it for non-potable uses onsite.	**No mitigation applies.** There are no existing water or wastewater treatment plants, electric power plants, telecommunications facilities, natural gas facilities, or stormwater drainage infrastructure located on-site. Therefore, the Proposed Project's implementation would not require the relocation of any of the aforementioned facilities. In addition, as discussed in Section 2.0 of this SCPE, the Proposed Project's increase in demand for waste disposal, water, and wastewater treatment services can be adequately handled and no expansion of these services is required. Accordingly, no mitigation is applicable.
Impact USWS-2 ***Have Sufficient Water Supplies to Serve Project and Future Development During Normal, Dry and Multiple Dry Years***	See **PMM-USWS-1**.	**No mitigation applies.** As noted in Section 2.0 of this SCPE, water service is provided to the Project Sites by the Montebello Land and Water Company (MLWC). According to the MLWC's 2020 Urban Water Management Plan, the Company will have an adequate supply of water to meet the projected demand under a normal year scenario, a single dry-year

Table 4
Applicability of Project-Level Mitigation Measures from Connect SoCal (2020-2045 Regional Transportation Plan / Sustainable Communities Strategy)

Topic	Project-Level Mitigation Measures	Applicability to the Project
		scenario, and a multiple dry year scenario for years 2025 through 2045, taking into consideration population growth projections provided by SCAG and the proportion of the City's population served by MLWC.[41] As noted above, the Proposed Project's increase in residential population is well within SCAG's forecasted population growth for the region; therefore, the Proposed Project can be adequately supplied by water. Thus, the Project Sites can be adequately served by existing water utilities, and no mitigation is applicable.
Impact USWW-1 ***Require Relocation or Construction of New or Expanded Wastewater or Storm Drainage Facilities***	See **PMM-HYD-1**. **PMM-USWW-1:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects on utilities and service systems, particularly for construction of wastewater facilities, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: • During the design and CEQA review of individual future projects, implementing agencies and projects sponsors shall determine whether sufficient wastewater capacity exists for the proposed projects. There CEQA determinations must ensure that the proposed development can be served by its existing or planned treatment capacity. If adequate capacity does not exist, project sponsors shall coordinate with the relevant service provider to ensure that adequate public services and utilities could accommodate the increased demand, and if not, infrastructure improvements for the appropriate public service or utility shall be identified in each project's CEQA documentation. The relevant public service provider or utility shall be responsible for undertaking project-level review as necessary to provide CEQA clearance for new facilities.	**No mitigation applies.** As mentioned previously under Impact USWS-1, there are no existing water or wastewater treatment plants, electric power plants, telecommunications facilities, natural gas facilities, or stormwater drainage infrastructure located on-site. Therefore, the Proposed Project's implementation would not require the relocation of any of the aforementioned facilities. In addition, as discussed in Section 2.0 of this SCPE, the Proposed Project's increase in demand for wastewater treatment services can be adequately handled, and no expansion of these services is required. Accordingly, no mitigation is applicable.
Impact USWW-2 ***Result in Determination***	See **PMM-UWW-1**.	**No mitigation applies.** As noted in Section 2.0 of this SCPE, the Project Sites are served by City-owned sewer lines, which convey

[41] *Montebello Land and Water Company, 2020 Urban Water Management Plan, Sections 3-6 and 7.*

Table 4
Applicability of Project-Level Mitigation Measures from Connect SoCal (2020-2045 Regional Transportation Plan / Sustainable Communities Strategy)

Topic	Project-Level Mitigation Measures	Applicability to the Project
By Wastewater Treatment Provider That it Has Adequate Capacity to Serve Project		wastewater into the Los Coyotes Water Reclamation Plant (WRP) operated by the Los Angeles County Sanitation Districts (LACSD). The WRP provides primary, secondary, and tertiary treatment for 37.5 million gallons of wastewater per day and serves a population of approximately 370,000 people.[42] The Proposed Project's net increase in wastewater generated from the Project Sites would represent an infinitesimal proportion of the WRP's available capacity, and in conformance with existing City and LACSD regulations, the Proposed Project will pay all applicable development and connection fees and be required to install any necessary infrastructure improvements to ensure adequate wastewater service to the Project Sites. Thus, the Project Sites can be adequately served by existing wastewater utilities, and no mitigation is applicable.
Impact USSW-1 ***Generate Solid Waste in Excess of Capacity of Infrastructure, Solid Waste Reduction Goals*** ***Impact USSW-2*** ***Comply With Federal, State, and Local Management and Reduction Statutes and Regulations Related to Solid Waste***	**PMM-USSW-2:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce the generation of solid waste, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: Integrate green building measures with CALGreen (California Building Code Title 24) into project design, including but not limited to the following: a) Reuse and minimization of construction and demolition (C&D) debris and diversion of C&D waste from landfills to recycling facilities. b) Inclusion of a waste management plan that promotes maximum C&D diversion. c) Source reduction through (1) use of materials that are more durable and easier to repair and maintain, (2) design to generate less scrap material through dimensional planning, (3) increased recycled content, (4) use of reclaimed materials, and (5) use of structural materials in a dual role as finish material (e.g., stained concrete flooring, unfinished ceilings, etc.).	**No mitigation applies.** The City of Montebello contracts with Athens Services for all of its waste removal services. The Proposed Project is subject to the following regulatory compliance measure that avoids or reduces the significant effects to serve landfills with sufficient permitted capacity to accommodate solid waste disposal needs that are within the responsibility of public agencies and/or Lead Agencies: • Utilities (Solid Waste Recycling): Before taking the City's waste to a landfill for final disposal, the City requires Athens to process Montebello's waste through a materials recovery facility (MRF) sorting center. This program allows the City to meet the 50 percent landfill diversion mandate required by California law while providing the greatest convenience possible to residents and businesses.

[42] *Los Coyotes Water Reclamation Plant information, available at: https://www.lacsd.org/services/wastewater-sewage/facilities/los-coyotes-water-reclamation-plant.*

Table 4
Applicability of Project-Level Mitigation Measures from Connect SoCal (2020-2045 Regional Transportation Plan / Sustainable Communities Strategy)

Topic	Project-Level Mitigation Measures	Applicability to the Project
	d) Reuse of existing structure and shell in renovation projects. e) Development of indoor recycling program and space. f) Discourage the siting of new landfills unless all other waste reduction and prevention actions have been fully explored. If landfill siting or expansion is necessary, site landfills with an adequate landfill-owned, undeveloped land buffer to minimize the potential adverse impacts of the landfill in neighboring communities. g) Discourage exporting of locally generated waste outside of the SCAG region during the construction and implementation of a project. Encourage disposal within the county where the waste originates as much as possible. Promote green technologies for long-distance transport of waste (e.g., clean engines and clean locomotives or electric rail for waste-by-rail disposal systems) and consistency with SCAQMD and Connect SoCal policies can and should be required. h) Encourage waste reduction goals and practices and look for opportunities for voluntary actions to exceed the 80 percent waste diversion target. i) Encourage the development of local markets for waste prevention, reduction, and recycling practices by supporting recycled content and green procurement policies, as well as other waste prevention, reduction and recycling practices. j) Develop ordinances that promote waste prevention and recycling activities such as: requiring waste prevention and recycling efforts at all large events and venues; implementing recycled content procurement programs; and developing opportunities to divert food waste away from landfills and toward food banks and composting facilities. k) Develop and site composting, recycling, and conversion technology facilities that have minimum environmental and health impacts. l) Integrate reuse and recycling into residential industrial, institutional and commercial projects.	

Table 4
Applicability of Project-Level Mitigation Measures from Connect SoCal (2020-2045 Regional Transportation Plan / Sustainable Communities Strategy)

Topic	Project-Level Mitigation Measures	Applicability to the Project
	m) Provide education and publicity about reducing waste and available recycling services. n) Implement or expand city or county-wide recycling and composting programs for residents and businesses. This could include extending the types of recycling services offered (e.g., to include food and green waste recycling) and providing public education and publicity about recycling services.	
WILDFIRE		
Impact WF-2 Exacerbate Wildfire Risks, Expose Project Occupants to Pollutant Concentrations from Wildfire or Uncontrolled Spread of Wildfire	**PMM-WF-1:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to wildfire risk, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) Launch fire prevention education for local cities and counties such that local fire agencies, homeowners, as well as commercial and industrial businesses are aware of potential sources of fire ignition and the related procedures to curb or lessen any activities that might initiate fire ignition. b) Ensure structures in high fire risk areas are built to current state and federal standards which serve to greatly increase the chances the structure will survive a wildfire and also allow for people to shelter-in-place. c) Improve road access for emergency response and evacuation so people can evacuate safely and timely when necessary. d) Improve, and educate regarding, local emergency communications and notifications with residents and businesses. e) Enforce defensible space regulations to keep overgrown and unmanaged vegetation, accumulations of trash and other flammable material away from structures. f) Provide public education about wildfire risk and fire prevention measures, and safety procedures and practices to allow for safe	**No mitigation applies.** The Project Sites are improved with residential dwelling units and are located in an urbanized area of the City. According to the City's Hazard Mitigation Plan, the City of Montebello is not located within a designated very high fire hazard severity zone. Accordingly, no impacts pertaining to wildfire are anticipated and no mitigation is required.

Table 4
Applicability of Project-Level Mitigation Measures from Connect SoCal (2020-2045 Regional Transportation Plan / Sustainable Communities Strategy)

Topic	Project-Level Mitigation Measures	Applicability to the Project
	evacuation and/or options to shelter-in-place	
Impact WF-3 ***Require Installation or Maintenance of Associated Infrastructure that May Exacerbate Fire Risks, May Result in Temporary or Ongoing Impacts to Environment***	See **PMM-HAZ-4**. **PMM-WF-2:** In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to wildfire risk, as applicable and feasible. Such measures may include the following or other comparable measures identified by the Lead Agency: a) New development or infrastructure activity within very high hazard severity zones or SRAs shall be required to 1) Submit a fire protection plan including the designation of fire watch staff; 2) Maintain water and other fire suppression equipment designated solely for firefighting on site for any construction and maintenance activities; 3) Locate construction and maintenance equipment in designated "safe areas" such that they do not discharge combustible materials; and 4) Designate trained fire watch staff during project construction to reduce risk of fire hazards.	**No mitigation applies.** The Project Sites are improved with residential dwelling units and are located in an urbanized area of the City. According to the City's Hazard Mitigation Plan, the City of Montebello is not located within a designated very high fire hazard severity zone. Accordingly, no impacts pertaining to wildfire are anticipated, and no mitigation is required.
Impact WF-4 ***Expose People, Structures to Downslope, Downstream Flooding, Landslides Resulting from Runoff, Post-Fire Slope Stability, or Drainage Changes***	See **PMM-WF-1. PPM-WF-2, PMM-HYD-1**, and **PMM-HAZ-4**.	**No mitigation applies.** The Project Sites are improved with residential dwelling units and is located in an urbanized area of the City. According to the City's Hazard Mitigation Plan, the City of Montebello is not located within a designated very high fire hazard severity zone. Accordingly, no impacts pertaining to wildfire are anticipated, and no mitigation is required.

Source: Southern California Association of Governments, Exhibit A: Mitigation Monitoring and Reporting Program for the Final Connect SoCal PEIR, adopted May 2020.

5.0 Mitigation Measures

5.1 Noise

- ***Mitigation Measure Noise No.1***
  - Install temporary noise barriers during construction.
  - Post procedures and phone numbers at the construction site for notifying the Lead Agency staff, local Police Department, and construction contractor (during regular construction hours and off-hours), along with permitted construction days and hours, complaint procedures, and who to notify in the event of a problem.
  - Notify neighbors and occupants within 300 feet of the project construction area at least 30 days in advance of anticipated times when noise levels are expected to exceed limits established in the noise element of the general plan or noise ordinance.
  - Designate an on-site construction complaint and enforcement manager for the project.
  - Ensure that construction equipment are properly maintained per manufacturers' specifications and fitted with the best available noise suppression devices (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds silencers, wraps). All intake and exhaust ports on power equipment shall be muffled or shielded.
  - Use hydraulically or electrically powered tools (e.g., jack hammers, pavement breakers, and rock drills) for project construction to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust should be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves should be used, if such jackets are commercially available, and this could achieve a further reduction of 5 dBA. Quieter procedures should be used, such as drills rather than impact equipment, whenever such procedures are available and consistent with construction procedures.
  - Use equipment and trucks with the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds, wherever feasible) for project construction.
  - Stationary noise sources can and should be located as far from adjacent sensitive receptors as possible and they should be muffled and enclosed within temporary sheds, incorporate insulation barriers, or use other measures as determined by the Lead Agency (or other appropriate government agency) to provide equivalent noise reduction.
  - Use of portable barriers in the vicinity of sensitive receptors during construction.
  - Monitor the effectiveness of noise attenuation measures by taking noise measurements.

- Prohibit idling of construction equipment for extended periods of time in the vicinity of sensitive receptors.

5.2 Transportation

- ***Mitigation Measure Transportation No. 1: (Construction Management Plan)***
  - A Construction work site traffic control plan shall be submitted to the City for review and approval in accordance with the MMC prior to the start of any construction work. The plans shall show the location of any roadway or sidewalk closures, traffic detours, haul routes, hours of operation, protective devices, warning signs and access to abutting properties. All construction related traffic shall be restricted to off-peak hours to the extent possible.
  - Lane closures during peak hours shall be limited to the extent possible.
  - All delivery truck loading and unloading shall take place on site to the extent possible.
  - The Applicant shall plan construction and construction staging as to maintain pedestrian access on adjacent sidewalks throughout construction to the extent possible.

5.3 Tribal Cultural Resources

- ***Tribal Cultural Resources Mitigation Measure No. 1.*** Prior to the commencement of any ground disturbing activity at the project site, the project applicant shall retain a Native American Monitor approved by the Gabrieleno Band of Mission Indians-Kizh Nation – the tribe that consulted on this project pursuant to Assembly Bill AB-52 – SB-18 (the "Tribe" or the "Consulting Tribe"). A copy of the executed contract shall be submitted to the Lead Agency prior to the issuance of any permit necessary to commence a ground-disturbing activity. The Tribal monitor will only be present on-site during the construction phases that involve ground-disturbing activities. Ground disturbing activities are defined by the Tribe as activities that may include, but are not limited to, pavement removal, potholing or auguring, grubbing, tree removals, boring, grading, excavation, drilling, and trenching, within the project area. The Tribal Monitor will complete daily monitoring logs that will provide descriptions of the day's activities, including construction activities, locations, soil, and any cultural materials identified. The on-site monitoring shall end when all ground-disturbing activities on the Project Site are completed, or when the Tribal Representatives and Tribal Monitor have indicated that all upcoming ground-disturbing activities at the Project Site have little to no potential for impacting Tribal Cultural Resources. Upon discovery of any Tribal

Cultural Resources, construction activities shall cease in the immediate vicinity of the find (not less than the surrounding 50 feet) until the find can be assessed. All Tribal Cultural Resources unearthed by project activities shall be evaluated by the Tribal monitor approved by the Consulting Tribe and a qualified archaeologist if one is present. If the resources are Native American in origin, the Consulting Tribe will retain it/them in the form and/or manner the Tribe deems appropriate, for educational, cultural and/or historic purposes. If human remains and/or grave goods are discovered or recognized at the Project Site, all ground disturbance shall immediately cease, and the county coroner shall be notified per Public Resources Code Section 5097.98, and Health & Safety Code Section 7050.5. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2). Work may continue in other parts of the Project site while evaluation and, if necessary, mitigation takes place (CEQA Guidelines Section 15064.5[f]). Preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. Any historic archaeological material that is not Native American in origin (non-TCR) shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes.

- ***Tribal Cultural Resources Mitigation Measure No. 2.*** Unanticipated Discovery of Human Remains and Associated Funerary Objects: Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in PRC 5097.98, are also to be treated according to this statute. Health and Safety Code 7050.5 dictates that any discoveries of human skeletal material shall be immediately reported to the County Coroner and excavation halted until the coroner has determined the nature of the remains. If the coroner recognizes the human remains to be those of a Native American or has reason to believe that they are those of a Native American, he or she shall contact, by telephone within 24 hours, the NAHC and PRC 5097.98 shall be followed.

- ***Tribal Cultural Resources Mitigation Measure No. 3.*** Resource Assessment & Continuation of Work Protocol: Upon discovery of human remains, the tribal and/or archaeological monitor/consultant/consultant will immediately divert work at minimum of 100 feet and place an exclusion zone around the discovery location.

The monitor/consultant(s) will then notify the Tribe, the qualified lead archaeologist, and the construction manager who will call the coroner. Work will continue to be diverted while the coroner determines whether the remains are human and subsequently Native American. The discovery is to be kept confidential and secure to prevent any further disturbance. If the finds are determined to be Native American, the coroner will notify the NAHC as mandated by state law who will then appoint a Most Likely Descendent (MLD).

- ***Tribal Cultural Resources Mitigation Measure No. 4.*** Kizh-Gabrieleno Procedures for burials and funerary remains: If the Gabrieleno Band of Mission Indians – Kizh Nation is designated MLD, the Koo-nas-gna Burial Policy shall be implemented. To the Tribe, the term "human remains" encompasses more than human bones. In ancient as well as historic times, Tribal Traditions included, but were not limited to, the preparation of the soil for burial, the burial of funerary objects with the deceased, and the ceremonial burning of human remains. The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact. Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects.

- ***Tribal Cultural Resources Mitigation Measure No. 5.*** Treatment Measures: Prior to the continuation of ground disturbing activities, the landowner shall arrange a designated site location within the footprint of the project for the respectful reburial of the human remains and/or ceremonial objects. In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. If this type of steel plate is not available, a 24-hour guard should be posted outside of working hours. The Tribe will make every effort to recommend diverting the project and keeping the remains in situ and protected. If the project cannot be diverted, it may be determined that burials will be removed. The Tribe will work closely with the qualified archaeologist to ensure that the excavation is treated carefully, ethically, and respectfully. If data recovery is approved by the Tribe, documentation shall be taken which includes at a minimum detailed descriptive notes and sketches. Additional types of documentation shall be approved by the Tribe for data recovery purposes. Cremations will either be removed in bulk or by means as necessary to ensure completely recovery of all material. If the discovery of human remains includes four or more burials, the

location is considered a cemetery and a separate treatment plan shall be created. Once complete, a final report of all activities is to be submitted to the Tribe and the NAHC. The Tribe does NOT authorize any scientific study or the utilization of any invasive and/or destructive diagnostics on human remains.

- Each occurrence of human remains and associated funerary objects will be stored using opaque cloth bags. All human remains, funerary objects, sacred objects and objects of cultural patrimony will be removed to a secure container on site if possible. These items should be retained and reburied within six months of recovery. The site of reburial/repatriation shall be on the project site but at a location agreed upon between the Tribe and the landowner at a site to be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered.

- ***Tribal Cultural Resources Mitigation Measure No. 6.*** Professional Standards: Native American and Archaeological monitoring during construction projects will be consistent with current professional standards. All feasible care to avoid any unnecessary disturbance, physical modification, or separation of TCR's shall be taken. The Native American monitor must be approved by the Gabrieleno Band of Mission Indians-Kizh Nation. Principal personnel for Archaeology must meet the Secretary of Interior standards for archaeology and have a minimum of 10 years of experience as a principal investigator working with Native American archaeological sites in southern California.

To:

County of Los Angeles
Registrar-Recorder/County Clerk
12400 Imperial Highway
Norwalk, CA 90650

From:

City of Montebello
Planning & Community Development Department
1600 W. Beverly Blvd.
Montebello, CA 90640

Lead Agency: City of Montebello Planning and Community Development Department
Project Title: Planned Development at 116, 128, 136, 129, and 133 N. Poplar Ave.
Project Location: 116, 128, 136, 129, and 133 N. Poplar Ave.
Case Number(s): PC-2021-0008-PD-PMP-SPR, DA 04-21 & ENV No. 04-22-CE

Description of Nature, Purpose, and Beneficiaries of Project: Planned Development District, Parking Management Plan, Site Plan Review, and Development Agreement to construct 140 apartment units at Project Site A (116, 128, and 136 N Poplar Ave) and construct 16 apartment units at Project Site B (129-133 N Poplar Ave) for a total of 156 units.

Name of the Public Agency Approving the Project: City of Montebello
Name of Person or Agency Carrying Out the Project: Magna & Magna, Inc.

Exempt Status (*check one*)
☐ Ministerial (Sec. 21080(b)(1); 15268(b)(3))
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☒ Categorical Exemption. State type and section number: CEQA – Sustainable Communities Project Exemption per California Public Resources Code Section 21155.1
☐ Statutory Exemptions. State code number:

Justification for Project Exemption:

The Project is exempt under CEQA per the California Public Resources Code ("PRC") Section 21155.1 under the Sustainable Communities Project Exemption ("SCPE") if the City Council finds, after conducting a public hearing, that the transit priority project meets all of the requirements of subdivisions (a) and (b) and one of the requirements of subdivision (c). The Project is a transit priority project and meets the requirements of PRC Section 21155 subdivisions (a) and (b) and Section 21155.1 subdivisions (a) and (b) and one of the requirements of subdivision (c)

Lead Agency Contact Person: Joseph Palombi, Director of Planning & Community Development
Area Code/Telephone/Extension: (323) 887-1200

If filed by applicant, attach certified document issued by the Planning and Community Development Department stating that the Department has found the project to be exempt.

Signature: _____ **Date:** _____ **Title:** _____

☒ Signed by Lead Agency ☐ Signed by Applicant

ATTACHMENT D

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:	

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEVELOPMENT AGREEMENT

between

THE CITY OF MONTEBELLO,

a municipal corporation ("City")

and

MAGNA & MAGNA, INC.,

a California corporation

("Developer")

ATTACHMENT D

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into on _____, by the **CITY OF MONTEBELLO** (the "City"), a municipal corporation, and **MAGNA & MAGNA, INC.**, a California corporation (the "Developer"), pursuant to Article 2.5 of Chapter 4 of Division 1 of Title 7, Sections 65864 through 65869.5 of the California Government Code. City and Developer shall be referred to within this Agreement jointly as the "Parties" and individually as a "Party."

R E C I T A L S:

A. Capitalized Terms. The capitalized terms used in these recitals and throughout this Agreement shall have the meaning assigned to them in Section 1. Any capitalized terms not defined in Section 1 shall have the meaning otherwise assigned to them in this Agreement.

B. Property Status. Developer holds a legal or equitable interest in certain parcels of real property which are located in the City of Montebello, and are more particularly described in the "Legal Description of Property" attached hereto as Exhibits A-1 (Project A Site) and A-2 (Project B Site), and are shown on the "Site Map" attached hereto as Exhibits B-1 (Project A Site) and B-2 (Project B Site) which together show the "Property."

C. Project. This Development Agreement grants Developer the right to redevelop the Property with two elements, referred to herein as Project A and Project B. Project A will involve the construction of 140 apartment units within a 73,807-square foot development site, and Project B will involve the construction of 16 units within a 12,500-square foot development site. The Project (as defined below) will pay all applicable City Developer Fees and Processing Fees.

D. Legislation Authorizing Development Agreements. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the legislature of the State of California adopted the Development Agreement Statute, Sections 65864, et seq., of the Government Code, authorizing City to enter into an agreement with any Person (as hereinafter defined) having a legal or equitable interest in real property providing for the development of such property and establishing certain development rights therein. The legislative findings and declarations underlying the Development Agreement Statute and the provisions governing contents of development agreements state, in Government Code Sections 65864(c) and 65865.2, that the lack of public facilities, including, but not limited to, streets, sewerage, transportation, drinking water, school, and utility facilities is a serious impediment to the development of new housing, and that applicants and local governments may include provisions in development agreements relating to applicant financing of necessary public facilities and subsequent reimbursement over time.

E. Public Benefits. Developer agrees to provide the City with certain public benefits identified in Section 4.3 of this Agreement in exchange for the City agreeing to enter into this Agreement, which affords the Developer with greater project latitude, flexibility, development certainty and the vested rights to complete the Project afforded by this Agreement.

F. Intent of the Parties. Developer and City have determined that the Project is a development for which a development agreement is appropriate. The Parties desire to define the parameters of Developer's public benefits obligations and provide for the orderly development of the Property, assist in attaining the most effective utilization of resources within the City, and otherwise achieve the goals of the Development Agreement Statute. In consideration of these benefits to City and the public benefits of the development of the Property, Developer will receive assurances that City shall grant all permits and approvals and permit the construction required for development of the Property and the Project in accordance with this Agreement.

G. Public Hearings: Findings. In accordance with the requirements of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. ("CEQA")), appropriate studies, analyses, reports, or documents were prepared and considered by the Planning Commission and the City Council. The Planning Commission, after a public hearing on _____, recommended, and on _____ the City Council adopted, Ordinance No. _____ approving this Agreement. The Planning Commission and the City Council have found, on the basis of substantial evidence, that this Agreement is consistent with all applicable plans, rules, regulations and official policies of the City. Specifically, the City Council has found that the Agreement: (i) is consistent with the General Plan and any applicable specific plan; (ii) is in conformity with public convenience and good land use practices; (iii) will not be detrimental to the health, safety and general welfare; (iv) will not adversely affect the orderly development of property or the preservation of property values; and (v) is consistent with the provisions of Government Code Sections 65864 through 65869.5.

H. Mutual Agreement. Based on the foregoing and subject to the terms and conditions set forth herein, Developer and City desire to enter into this Agreement.

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Statute as it applies to City and the Authorizing Ordinance, and in consideration of the mutual promises and covenants herein contained, and having determined that the foregoing recitals are true and correct and should be and hereby are incorporated into this Agreement, the Parties agree as follows:

1. DEFINITIONS

The following words and phrases are used as defined terms throughout this Agreement. Each defined term shall have the meaning set forth below and shall be applicable to both the singular and plural form of any nouns and verbs of any tense.

1.1 Affiliate. "Affiliate" means, with respect to any specified Person, any Person which, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such specified Person.

1.2 Agreement. "Agreement" means this Development Agreement as the same may be amended or modified from time to time.

1.3 Applications. "Application(s)" shall mean a complete application for the applicable land use approvals (such as a subdivision map, conditional use permit, etc.) meeting all of the

Existing Land Use Regulations, provided that any additional or alternate requirements in Future Land Use Regulations which affect the Project application shall apply only to the extent permitted by this Agreement.

1.4 Approval Date. "Approval Date" means the date of the adoption of the Authorizing Ordinance by the City Council.

1.5 Authorizing Ordinance. "Authorizing Ordinance" means Ordinance No. _____ of City approving this Agreement.

1.6 CEQA. "CEQA" means the California Environmental Quality Act (Public Resources Code Sections 21000, *et seq*.).

1.7 City. "City" means the City of Montebello, California.

1.8 City Council. "City Council" means the governing body of the City of Montebello, California.

1.9 Claims or Litigation. "Claims or Litigation" shall mean any challenge by adjacent owners or any other third parties (i) to the legality, validity or adequacy of the General Plan, Land Use Regulations, this Agreement, Development Approvals, or other actions of City, in each case, solely to the extent pertaining to the Project, or (ii) seeking damages against City as a consequence of the foregoing actions or for the taking or diminution in value of their property as a consequence of the foregoing actions.

1.10 Conditions of Approval. "Conditions of Approval" means those conditions of approval imposed by City upon the Existing Development Approvals as of the Approval Date, and any additional conditions of approval thereafter imposed by City upon Future Development Approvals in accordance with this Agreement.

1.11 Control. "Control," or any derivative thereof, when used with respect to any specified Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through ownership of voting securities or partnership or membership or other ownership interests, by contract or otherwise; provided, however, that, without limiting the generality of the foregoing, (i) a general partner shall always be deemed to Control any general partnership, limited partnership, or limited liability partnership of which it is a general partner, and (ii) a manager shall always be deemed to Control any limited liability company of which it is a manager.

1.12 City Manager. "City Manager" means the City Manager of the City of Montebello, California.

1.13 Developer. "Developer" means Magna & Magna, Inc., a California corporation, and any assignee or transferee in accordance with Section 11.

1.14 Developer Fees. "Developer Fees" mean those fees established and adopted by City with respect to development and its impacts pursuant to applicable governmental requirements, including Section 66000, *et seq*., of the Government Code of the State of California, including

impact fees, linkage fees, exactions, assessments or fair share charges or other similar impact fees or charges imposed on or in connection with new development but only when imposed by the City. Developer Fees does not mean or include Processing Fees.

1.15 Development. "Development" means the remediation of the Property in preparation for development and the improvement of the Property for purposes of effecting the structures, improvements and facilities comprising the Project including, grading and the construction of subsurface structures; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of structures and buildings in accordance with the Development Approvals during the Term of this Agreement; and the installation of landscaping; but not including the maintenance, repair, or redevelopment of any structures, improvements or facilities after the construction and completion thereof.

1.16 Development Agreement Statute. "Development Agreement Statute" means Sections 65864 through 65869.5 of the California Government Code as in effect on the Approval Date, as the same may thereafter be amended.

1.17 Development Approvals. "Development Approvals" means all site-specific (meaning specifically applicable to the Property or the Development thereof only and not generally applicable to some or all other properties within the City) plans, maps, permits, and entitlements to use of every kind and nature. Development Approvals includes, but is not limited to, specific plans, site plans, tentative and final subdivision maps, vesting tentative maps, variances, zoning designations, planned unit developments, conditional use permits, grading, building, and other similar permits, the site-specific provisions of general plans (including, without limitation, the General Plan), environmental assessments, including environmental impact reports, and any amendments or modifications to those plans, maps, permits, assessments and entitlements. The term Development Approvals does not include rules, regulations, policies, and other enactments of general application within the City (except to the extent applicable to the Property or the Development thereof as provided above).

1.18 Development Plan. "Development Plan" means the Existing Development Approvals, Future Development Approvals (if any), and Existing Land Use Regulations.

1.19 Exaction. "Exaction" means dedications of land, payment of Developer Fees and/or construction of public infrastructure by Developer as part of the Development.

1.20 Existing Developer Fees. "Existing Developer Fees" mean the Developer Fees applicable to the Property and/or the Development thereof in effect as of the Approval Date.

1.21 Existing Development Approvals. "Existing Development Approvals" means the following Development Approvals approved in connection with case numbers PC-2021-0008-PD-PMP-SPR and ENV No. 108-21-MND, which are incorporated and made a part of this Agreement:

(a) Planned Development District, including Density Overlay and Height Overlay;

(b) Site Plan Review;

(c) This Development Agreement;

(d) Parking Management Plan; and

(e) Mitigated Negative Declaration and Mitigation Monitoring Program.

1.22 Existing Land Use Regulations. "Existing Land Use Regulations" means those certain Land Use Regulations applicable to the Property and/or the Development thereof in effect on the Approval Date.

1.23 Future Developer Fees. "Future Developer Fees" mean any Developer Fees applicable to the Property and/or the Development thereof not in effect as of the Approval Date. Future Developer Fees which affect the Project shall apply only to the extent permitted by this Agreement.

1.24 Future Development Approvals. "Future Development Approvals" means those Development Approvals applicable to the Property and/or the Development thereof approved by City after the Approval Date, if any, such as more detailed planning and engineering approval requirements. Future Development Approvals which affect the Project shall apply only to the extent permitted by this Agreement.

1.25 Future Land Use Regulations. "Future Land Use Regulations" means any Land Use Regulations applicable to the Property adopted or enacted after the Approval Date including, without limitation, any modification or amendment of Existing Land Use Regulations after the Approval Date. Future Land Use Regulations which affect the Project shall apply only to the extent permitted by this Agreement.

1.26 General Plan. "General Plan" shall mean the general plan of the City of Montebello in effect on the Approval Date.

1.27 Holder. "Holder" or "holder" means the holder of any mortgage, deed of trust, or other security interest, or the lessor under a lease-back, or the grantee under any other conveyance for financing, as provided in Section 15.

1.28 Land Use Regulations. "Land Use Regulations" means those ordinances, laws, statutes, rules, regulations, initiatives, policies, requirements, guidelines, constraints, codes or other actions of City which affect, govern, or apply to the Property or the implementation of the Development Plan. Land Use Regulations include the ordinances and regulations adopted by City which govern permitted uses of land, density and intensity of use and the design of buildings, applicable to the Property, including, but not limited to, the General Plan, specific plans, zoning ordinances, development moratoria, implementing growth management and phased development programs, ordinances and park codes, any other similar or related codes and building and improvements standards, mitigation measures required in order to lessen or compensate for the adverse impacts of a project on the environment and other public interests and concerns or similar matters. The term Land Use Regulations does not include, however, regulations relating to the conduct of business, professions, and occupations generally; taxes and assessments; regulations for the control and abatement of nuisances; uniform building codes; encroachment and other

permits and the conveyances of rights and interests which provide for the use of or entry upon public property; any exercise of the power of eminent domain; or similar matters.

1.29 MND. "MND" means the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program adopted by the City Council by Resolution No. _____ adopted on _____, as being in compliance with CEQA.

1.30 MND Mitigation Measures. "MND Mitigation Measures" means the mitigation measures imposed upon the Project pursuant to the MND and the Conditions of Approval thereof.

1.31 Mortgage. "Mortgage" or "mortgage" means any mortgage (whether a leasehold or feehold mortgage or otherwise), deed of trust (whether a leasehold or feehold deed of trust or otherwise), or other security interest, or sale and lease-back, or any other form of conveyance for financing, as provided in Section 15.1.

1.32 Non-Defaulting Party. "Non-Defaulting Party" means the Party other than the Defaulting Party.

1.33 Operative Date. "Operative Date" means the date this Agreement becomes operative with respect to the Development of the Property and the Project as set forth in Section 3.2.

1.34 Person. "Person" means any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, association, firm, joint stock company, trust, estate, unincorporated association, governmental or quasi-governmental body, authority or agency, or other entity.

1.35 Planning Commission. "Planning Commission" means the Planning Commission of the City.

1.36 Planning Director. "Planning Director" shall mean the Planning & Community Development Director or similar officer of the City.

1.37 Processing Fees. "Processing Fees" means all processing fees and charges required by the City in connection with the Development of the Property and the Project, including, but not limited to, fees for land use Applications, building permit Applications, building permits, grading permits, subdivision or parcel maps, inspection fees and certificates of occupancy. Processing Fees shall not mean or include Developer Fees.

1.38 Project. "Project" means the project consisting of Project A and Project B as approved on the Property pursuant to the Development Plan and this Agreement.

1.39 Transfer. "Transfer" means any hypothecation, sale, conveyance, lease, assignment or other transfer of the Developer's rights under this Agreement or of the Property together with any rights or obligations under this Agreement.

2. EXHIBITS

The following are the Exhibits to this Agreement:

Exhibits A-1 and A-2: Legal Description of the Property (Project A Site and Project B Site)

Exhibits B-1 and B-2: Site Map of the Property (Project A Site and Project B Site)

Exhibit C-1 and C-2: Form of Affordable Housing Covenant (Project A Site and Project B Site)

This Agreement includes the foregoing Exhibits which are attached hereto and are incorporated herein in their entirety.

3. TERM

3.1 Term. The term of this Agreement (the "Term") shall commence upon the Approval Date and shall terminate on the tenth (10th) anniversary of the Operative Date. In addition, the term of any and all Development Approvals (including the Existing Development Approvals) shall automatically be extended for the longer of the Term or the term otherwise applicable to such Development Approvals. In the event that a referendum petition concerning this Agreement is duly filed in such a manner that the ordinance approving this Agreement is suspended, then the Term is deemed to commence upon City Council certification of the results of the referendum election approving this Agreement. Upon the expiration of the Term, this Agreement shall terminate and be of no further force or effect; provided, however, such termination shall not affect any right or duty of a Party hereto, arising out of any Development Approval or the provisions of this Agreement, in effect on or prior to the effective date of such termination.

3.2 Operative Date. This Agreement shall become effective immediately upon the Approval Date for the limited purpose of effectuating necessary provisions of this Agreement (e.g., definition of Existing Land Use Regulations, the Indemnity provisions of Section 12, etc.), but this Agreement shall not become fully operative with respect to the Development of the Property and the Project until such time that the Authorizing Ordinance adopting this Agreement becomes effective.

4. DEVELOPMENT OF THE PROPERTY; DEVELOPER OBLIGATIONS.

4.1 Right to Develop. During the Term, Developer shall have a vested right to develop the Property to the full extent permitted by the Development Plan and this Agreement. Except as expressly provided in this Agreement, the Development Plan shall exclusively control the development of the Property (including the permitted uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes and the design, improvement and construction standards and specifications applicable to the Project and the development of the Property). Except as expressly provided in this Agreement, any Future Land Use Regulations shall not be applied to the Project unless Developer gives written notice to City of its election to have such Future Land Use Regulations applied to the Project or such Phase. Developer may elect to develop and construct upon the Property or any portion thereof a Development of lesser height, size, or density than that

permitted provided that such Development otherwise complies with the Development Plan and this Agreement.

4.2 Permitted Uses. The use allowed on the Property shall consist of two projects (Project A and Project B), with a total of one hundred fifty-six (156) multi-family apartment units in two buildings. Project A includes 140 dwelling units in a four-story building with a height of 47 feet as measured from the street frontage and a total of 298 parking spaces in two subterranean parking levels. Project B includes 16 dwelling units in a three-story building with a height of 34 feet, six inches and a total of 30 parking spaces in an enclosed at-grade parking level.

4.3 Public Benefits; Developer and Processing Fees. Except as otherwise provided in this Agreement, Developer shall provide to the City the following public benefits and applicable Developer Fees and Processing Fees:

(a) Public Benefits to City. In consideration of the benefits and privileges afforded under this Agreement, Developer shall pay to the City the following Public Benefits:

i. On-Site Affordable Housing. Developer shall make available a total of thirty (30) units within Project A and two (2) units within Project B at an affordable rent, adjusted for household size, to Lower Income Households (as defined in California Health and Safety Code Section 50079.5 and as periodically published by the California Department of Housing and Community Development). For each of Project A and Project B, Developer shall enter into an "Affordable Housing Agreement" with the City in the form attached hereto as Exhibit C, setting forth its obligations to provide and maintain the affordable housing units for a term of 55 years. Each Affordable Housing Agreement shall be executed by Developer and be recorded against the applicable portion of the Property prior to City issuance of a certificate of occupancy for Project A or Project B, as applicable. For the avoidance of doubt, this Section 4.3(a)(i.) is subject to Section 5.1 of this Agreement, it shall not obligate Developer to construct the Project or any portion thereof, and Developer shall not be in breach or default under this Section 4.3(a)(i.) in the event that Developer does not construct the Project or any portion thereof.

ii. Off-Site Transit Stop Enhancements. Prior to the issuance of the first certificate of occupancy, Developer shall pay to City a one-time payment in the amount of _____ for transit stop enhancements to the nearest transit stop along the westbound route located at Whittier Boulevard and 2nd Street.

iii. One-Time Development Agreement Fee. Within ten (10) days of the Approval Date, Developer shall pay to the City a one-time, non-refundable Development Agreement Fee in the amount of Five-Thousand Dollars ($5,000) ("Development Agreement Fee") for costs associated with the preparation and review of this Agreement by City's staff, its legal counsel, and consultants. The Development Agreement Fee shall be separate from and in addition to Developer Fees and Processing Fees required under this Agreement.

(b) Developer Fees. Developer shall pay to the City the following Developer Fees:

i. Development Tax to the City in the amount required by Montebello

Municipal Code Chapter 3.24 prior to issuance of building permits.

ii. Parkland Fees to the City in the amount required by Montebello Municipal Code Chapter 17.77 prior to issuance of building permits.

(c) Processing Fees. All applicable Processing Fees in effect at the time said Processing Fee is due, provided that the Processing Fee is not imposed in a manner that discriminates against the Developer or the Project.

4.4 Obligations of Developer Respecting Project Costs. Except as specifically provided herein, it is expressly understood that Developer is fully responsible for the cost of the Project and obtaining any necessary construction or long-term financing therefor.

5. DEVELOPMENT TIMING

5.1 Right of Developer to Control Development and Timing. Developer cannot fully predict the timing, phasing, or sequencing in which the Project will be developed, if at all. Such decisions depend upon numerous factors, many of which are not completely within the control of Developer, such as market orientation and demand, interest rates, absorption, completion, availability of financing, and the state of the general economy. Therefore, notwithstanding anything herein to the contrary, Developer may decide the timing, phasing, and sequencing of the Project as Developer from time to time deems appropriate in the exercise of Developer's business judgment, this Agreement shall not in any way obligate Developer to construct the Project or any portion thereof, and Developer shall decide whether to proceed with development of the Project in its sole discretion.

6. FEES, TAXES, AND ASSESSMENTS

6.1 Future Developer Fees. Notwithstanding anything herein to the contrary, during the Term of this Agreement, the Project and Developer shall not be subject to any Future Developer Fees.

6.2 Existing Developer Fees. Notwithstanding anything herein to the contrary, during the Term of this Agreement, the Project and Developer shall not be subject to any increase in the amount of the Existing Developer Fees.

6.3 Future Processing Fees. With respect to Processing Fees, the Project and Developer shall be subject to the amount in effect at the time said Processing Fee is due, provided that the Processing Fee is not imposed in a manner which discriminates against Developer or the Project and does not exceed the estimated reasonable cost of providing the service.

6.4 Exceptions. This Agreement shall not prohibit the application of fees, taxes or assessments as follows:

(a) Developer shall be obligated to pay any applicable fees or taxes which are in effect on a City-wide basis as of the Operative Date which are not related to construction or development activities such as business license fees or taxes and utility taxes.

(b) Developer shall be obligated to pay any fees as imposed pursuant to any assessment district established within the Project, provided that such assessment district is otherwise proposed or consented to by Developer.

(c) Subject to Section 5.1, Developer shall be obligated to pay any fees which were imposed as Conditions of Approval in the MND or any other condition or mitigation measure, required as part of the approval for Existing Development Approvals consistent with this Agreement.

7. AMENDMENT OF DEVELOPMENT AGREEMENT

7.1 Initiation of Amendment. Either Party may propose an amendment to this Agreement.

7.2 Procedure. Except as set forth in Section 7.4 or Section 10.3, the procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for entering into this Agreement in the first instance.

7.3 Consent. No amendment to all or any provision of this Agreement shall be effective unless set forth in writing and signed by duly authorized representatives of each of the Parties hereto and recorded in the Official Records of Los Angeles County.

7.4 Minor Modifications. Implementation of the Project may require minor modifications of the details of the Development Plan and performance of the Parties under this Agreement. The Parties desire to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. Therefore, non-substantive and procedural modifications of the Development Plan shall not require an amendment to this Agreement, although they shall require the written consent of both Parties.

A modification will be deemed non-substantive and/or procedural if it does not result in a material change in fees, residential density, intensity of use, permitted uses, the height and size of buildings, number of parking spaces, or the improvement and construction standards and specifications for the Project. Where applicable, a change of less than 10% to any proposed Project specifications shall not be deemed a "material change."

The determination as to whether a matter is non-substantive and procedural shall be made by the City Manager based on the advice of the City Attorney and in consultation with Developer. The determination of the City Manager shall be final. A written record, containing the written consent of both Parties hereto, shall be made of all non-substantive and/or procedural changes.

7.5 Effect of Amendment to Development Agreement. The Parties agree that, except as may be expressly set forth in any such amendment, an amendment to this Agreement will not alter, affect, impair, modify, waive, or otherwise impact any other rights, duties, or obligations of either Party under this Agreement.

8. RESERVATIONS OF AUTHORITY

8.1 Limitations; Reservations, and Exceptions. Notwithstanding anything to the

contrary set forth hereinabove, in addition to the Existing Land Use Regulations, only the following Land Use Regulations adopted by City hereafter shall apply to and govern the Development of the Property:

(a) Future Regulations. Only those Future Land Use Regulations for which Developer gives City written notice of its election to have such Future Land Use Regulations applied to the Property.

(b) State and Federal Laws and Regulations. Where state or federal laws or regulations enacted after the Approval Date prevent or preclude compliance with one or more provisions of this Agreement, those provisions shall be modified, through revision or suspension, to the extent necessary to comply with such state or federal laws or regulations, in each case, with the prior written consent of the Parties.

(c) Public Health and Safety/Uniform Codes.

i. Future Land Use Regulations or amending Existing Land Use Regulations which are uniform codes and are based on recommendations of a multi-state professional organization and become applicable throughout City, such as, but not limited to, the Uniform Building, Electrical, Plumbing, Mechanical, or Fire Codes, provided such codes are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

ii. Future laws and ordinances of general applicability ("Regulations") concerning the use of property required for public health and safety which (A) are applicable throughout the City, (B) directly result from findings by City that failure to adopt such Regulations would result in a condition injurious or detrimental to the public health and safety, and (C) that such Regulations are the only reasonable means to correct or avoid such injurious or detrimental condition, provided such Regulations are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties. This provision is not intended to and does not provide a basis for the imposition of additional Exactions or a moratorium or other like restriction on the timing of development which would impact the Development of the Project.

iii. Future Land Use Regulations or amending Existing Land Use Regulations which are regional codes and are based on recommendations of a county or regional organization and which become applicable throughout the region and are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

8.2 Regulation by Other Public Agencies. It is acknowledged by the Parties that other public agencies not within the control of City possess authority to regulate aspects of the Development of the Property separately from or jointly with City and this Agreement does not limit the authority of such other public agencies.

9. ANNUAL REVIEW

9.1 Annual Monitoring Review.

(a) City and Developer shall review the extent of Developer's good faith substantial compliance with the terms and provisions of this Agreement, as well as the performance by the City of its obligations under this Agreement, on or about April 1 of each year during the Term ("Annual Monitoring Review").

(b) As part of such Annual Monitoring Review, Developer shall submit a written status report to City demonstrating that, during the preceding twelve-month (12-month) period, it has been in good faith compliance with this Agreement. For purposes of this Agreement, the phrase "good faith compliance" shall mean that Developer has demonstrated that it has acted in a commercially reasonable manner (taking into account the circumstances which then exist) and in good faith in and has substantially complied in good faith with the Developer's material obligations under this Agreement.

(c) By March 1 of each year during the Term, the City must deliver to the Developer a copy of all staff reports prepared in connection with an Annual Monitoring Review, any prior staff reports generated during the review period, written comments from the public, and, to the extent practical, all related exhibits concerning such Annual Monitoring Review. This information shall be known as the "City Report."

(d) Following delivery of the City Report, no later than April 1 of each year during the Term, Developer must submit a written status report to the Director addressing the good faith compliance issue set forth in Section 9.1(b) above and any issues raised by the City Report provided to the Developer in accordance with Section 9.1(c) above.

(e) The actual reasonable cost of the Annual Monitoring Review shall be borne by Developer upon receipt of invoices from the City, not to exceed $1,000 for each Annual Monitoring Review.

9.2 Failure to Conduct Annual Monitoring Review. The City's failure to review, at least annually, compliance by the Developer with the terms and conditions of this Agreement shall not constitute or be asserted by any Party as a breach by any other Party of this Agreement. If the City fails to provide the City Report by March 1 of each year during the Term, Developer will be deemed to be in good faith compliance with this Agreement for the following twelve-month (12-month) period.

10. DEFAULT, REMEDIES AND TERMINATION.

10.1 Rights of Non-Defaulting Party after Default. The Parties agree that legal damages would be extremely difficult to determine and would not give the Parties the benefit of their bargain. Accordingly, the Parties agree that, subject to the provisions of Section 10.4, following the occurrence of a Default (defined below), the Party not in Default (as defined in Section 10.2 below) (the "Non-Defaulting Party") shall have only the equitable remedy of specific performance or alternatively the ability to terminate this Agreement for a Default by the other Party (the "Defaulting Party"), subject to the procedure of notice and hearing herein. Before this Agreement may be terminated or action may be taken to obtain judicial relief, the Non-Defaulting Party shall comply with the notice and cure provisions of this Section 10. Nothing in this Section shall limit

a Party's right to recover attorneys' fees pursuant to Section 16.5.

10.2 Notice and Opportunity to Cure. The Non-Defaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the Defaulting Party to perform any material duty or obligation of said Defaulting Party under the terms of this Agreement. However, prior to declaring a default, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by the Defaulting Party to cure such breach or failure. The Defaulting Party shall be deemed in "Default" under this Agreement if the Defaulting Party has failed to take such actions and cure such breach or failure within sixty (60) days after the date of such notice ("Cure Period"). However, if a breach or failure cannot reasonably be cured within such Cure Period, then the Defaulting Party shall not be deemed in Default under this Agreement provided that the Defaulting Party commences to cure the breach within the Cure Period and thereafter diligently prosecutes such cure to completion.

10.3 Modification or Termination.

(a) If, in the case of a Default by Developer which is not timely cured after notice and within the Cure Period, in accordance with Section 10.2, City determines that this Agreement shall be modified or terminated, then City shall give notice to Developer of its intention to initiate proceedings to modify or terminate this Agreement.

(b) The City Council shall hold a public hearing for any proposed termination or modification, except that any amendment or modification which does not relate to the duration of the Agreement, permitted uses of the property, density or intensity of use, height or size or proposed buildings, provisions for reservation or dedication of land, or to any conditions, terms, restrictions or requirements relating to subsequent discretionary actions relating to design, improvement, construction standards and specifications, improvement and construction standards or any other condition or covenant relating to the use of the property shall not require a noticed public hearing before the City Council.

(c) The City Council may refer the matter to the Planning Commission for further proceedings or for a report and recommendation. Upon receipt of any such report and recommendation and the completion of the public hearing, if any, the City Council shall take final action on the modification or termination. Developer must demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof is upon the Developer. The hearing shall be administrative with no public testimony, unless the Council otherwise determines. Developer shall have the opportunity to present written or oral testimony. As part of that final determination, the City Council may impose conditions which it considers necessary and appropriate to protect public health, safety and welfare and the interests of the City. The decision of the City Council must be by a majority of its membership, and shall be final, except for judicial review thereof.

(d) Notwithstanding anything in this Agreement to the contrary, there shall be no modification of this Agreement without Developer's written consent thereto. If the City Council determines that modification of this Agreement is appropriate pursuant to this Section 10.3, City

shall inform Developer of such proposed modification and, unless Developer consents in writing to such modification, City shall have the right to proceed with termination of this Agreement pursuant to the provisions of this Section 10.

10.4 No Specific Performance to Construct Project. Notwithstanding the provisions of Section 10.1, City shall not have the right to specifically enforce against Developer any provisions of this Agreement, nor in any way to compel Developer to either start or complete the Project, nor to seek any monetary damages from Developer for Developer's failure to start or complete the Project.

10.5 Intentionally Omitted.

10.6 Rights and Duties Following Termination. Upon the termination of this Agreement, no Party shall have any further right or obligation hereunder except (i) with respect to any obligations that accrued prior to said termination or with respect to any Default in the performance of the provisions of this Agreement which has occurred prior to said termination, (ii) with respect to any indemnity obligations set forth herein which accrued prior to said termination, and (iii) with respect to any right or duty arising from entitlements or approvals, including the Development Approvals, applicable to the Property approved prior to the effective date of the termination.

11. TRANSFERS

11.1 Right to Transfer.

(a) General. Developer may Transfer its interests, rights or obligations under this Agreement with respect to the Property, or any portion thereof, to any person at any time (a "Transferee") during the term of this Agreement without approval of the City. For purpose of this Agreement, the Transferee must be considered the "owner" of that portion of the Property which is covered by such transfer.

(b) Assumption Agreement. Upon a Transfer of this Agreement, Developer shall be released and relieved of its legal duty from the assigned obligations under this Agreement, except to the extent Developer is in Default under the terms of this Agreement prior to said Transfer, if (i) Developer has provided to City prior or subsequent written notice of such Transfer, and (ii) the Transferee has expressly assumed in writing, in a form reasonably acceptable to City, the assigned obligations of Developer. Following any such Transfer of any of the rights and interests of Developer under this Agreement, in accordance with Section 10.1(a) above, the exercise, use, and enjoyment of such rights shall continue to be subject to the terms of this Agreement to the same extent as if the Transferee were Developer; provided, however, that, to the extent released as provided above, any Default by Developer shall not constitute a Default by the Transferee, and any Default by such Transferee shall not constitute a Default by Developer or any other Transferee.

(c) If a Transferee defaults with respect to any provision of this Agreement, Developer may, but is not obligated to, resume Transferee's obligations upon written notification to City.

12. INDEMNITY

12.1 Third-Party Litigation.

(a) Non-liability of City. As set forth above, City has determined that this Agreement is consistent with the General Plan and that the General Plan and Development Approvals meets all of the legal requirements of state law. The Parties acknowledge that:

i. In the future there may be challenges to the legality, validity and adequacy of the General Plan, the Development Approvals and/or this Agreement; and

ii. If successful, such challenges could delay or prevent the performance of this Agreement and the development of the Property.

In addition to the other provisions of this Agreement, including, without limitation, the provisions of this Section 12, City shall have no liability under this Agreement for any failure of City to perform under this Agreement or the inability of Developer to develop the Property as contemplated by the Development Plan or this Agreement as the result of a judicial determination that, on the Approval Date, or at any time thereafter, the General Plan, the Land Use Regulations, the Development Approvals, this Agreement, or portions thereof, are invalid or inadequate or not in compliance with law.

(b) Revision of Land Use Restrictions. If for any reason the General Plan, Land Use Regulations, Development Approvals, this Agreement or any part thereof is hereafter judicially determined as provided above to be not in compliance with the State or Federal Constitutions, laws or regulations and, if such noncompliance can be cured by an appropriate amendment thereof otherwise conforming to the provisions of this Agreement, then this Agreement shall remain in full force and effect to the extent permitted by law. The Development Plan, Development Approvals and this Agreement shall be amended, as necessary and with the Parties' prior written consent, in order to comply with such judicial decision.

(c) Participation in Litigation; Indemnity. Developer agrees to indemnify City and its elected boards, commissions, officers, agents and employees and will hold and save them and each of them harmless from any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations and expenses (including, but not limited to, attorneys' fees and costs) against the City for any Claims or Litigation which arise during the Term of this Agreement, except to the extent such Claims or Litigation are the result of the City's sole negligence or intentional misconduct. City shall promptly provide Developer with notice of the pendency of any such Claims or Litigation and request that Developer defend the same. If City fails promptly to notify Developer of any such Claims or Litigation or fails to cooperate fully in the defense thereof, Developer shall not, thereafter, be responsible to defend, indemnify, or hold harmless City. Developer may utilize the City Attorney's office or use legal counsel of Developer's choosing, but shall reimburse City for any necessary legal cost incurred by City. If Developer fails to do so, City may defend the Claims or Litigation and Developer shall pay the cost thereof, but if City chooses not to defend the Claims or Litigation, it shall have no liability to Developer. Developer's obligation to pay the defense cost shall extend until judgment and thereafter through any appeals.

In the event of an appeal, or a settlement offer, the Parties will confer in good faith as to how to proceed and the resolution of any such appeal and the Parties' response to any such settlement offer shall require the consent of both Parties, which consent shall not be unreasonably withheld.

12.2 Hold Harmless: Developer's Construction and Other Activities. Developer hereby agrees to, and shall defend, save and hold City and its elected and appointed board commissions, officers, agents, and employees harmless from any and all claims, costs (including attorneys' fees) and liability for any third party damages, personal injury or death, which may arise, directly or indirectly, from Developer's or Developer's agents, contractors, subcontractors, agents, or employees' performance under this Agreement, whether such performance be by Developer or by any of Developer's agents, contractors or subcontractors or by any one or more Persons directly or indirectly employed by or acting as agent for Developer or any of Developer's agents, contractors or subcontractors, in each case, during the Term of this Agreement and except to the extent such Claims or Limitation are the result of the City's negligence or intentional misconduct. City shall promptly provide Developer with notice of the pendency of any such claim, action or proceeding against City and request that Developer defend the same. If City fails promptly to notify Developer of any such claim, action or proceeding or fails to cooperate fully in the defense thereof, Developer shall not, thereafter, be responsible to defend, indemnify, or hold harmless City. Nothing herein is intended to make Developer liable for the acts or negligent omissions of City's officers, employees, agents, contractors of subcontractors or any liability arising therefrom.

12.3 Survival of Indemnity Obligations. All indemnity obligations set forth in this Agreement shall survive termination of this Agreement for any reason other than City's Default.

13. EFFECT OF AGREEMENT ON TITLE

13.1 Subject to the provisions of Sections 11 and 15:

(a) All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other Persons acquiring any rights or interests in the Property, or any portion thereof, whether by operation of laws or in any manner whatsoever and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns;

(b) All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law; and

(c) Each covenant to do or refrain from doing some act on the Property hereunder (i) is for the benefit of and is a burden upon every portion of the Property, (ii) runs with such lands, and (iii) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and each Person having any interest therein derived in any manner through any owner of such lands, or any portion thereof, and each other Person succeeding to an interest in such lands.

14. PARTIES' OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

14.1 Non-liability of Parties' Officers and Employees. No official, agent, contractor, or employee of City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Developer or to its successor, or for breach of any obligation of the terms of this Agreement. No member, official, agent, contractor, or employee of Developer shall be personally liable to City, or any successor in interest, in the event of any default or breach by Developer or for any amount which may become due to City or to its successor, or for breach of any obligation of the terms of this Agreement.

14.2 Conflict of Interest, Warranty, and Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute, ordinance or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or not an "interest" pursuant to California Government Code Sections 1091 through 1091.5. Developer warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement other than customary expenses of attorneys, advisors, consultants and other similar third parties assisting Developer in the negotiation and documentation of this Agreement. Developer further warrants and represents that it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result or consequence of obtaining or being awarded any agreement other than customary expenses of attorneys, advisors, consultants and other similar third parties assisting Developer in the negotiation and documentation of this Agreement. Developer is aware of and understands that any such act(s), omission(s) or other conduct in violation of applicable law resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

14.3 Covenant Against Discrimination. Developer covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

15. MORTGAGEE PROTECTION.

15.1 Developer's Breach Not Defeat Mortgage Lien. Developer's breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render void or invalid the lien of any mortgage made in good faith and for value but unless otherwise provided herein, the terms, conditions, covenants, restrictions, easements, and reservations of this Agreement shall be

binding and effective against the holder of any such mortgage whose interest is acquired by foreclosure, trustee's sale, deed or assignment in lieu thereof, or otherwise.

15.2 Holder Not Obligated to Construct or Complete Improvements. The holder of any mortgage shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement, the Development Plan, or applicable law.

15.3 Notice of Default to Mortgagee, Deed of Trust or Other Security Interest Holders. Whenever City shall deliver any notice or demand to Developer with respect to any Default or alleged Default by Developer hereunder, City shall at the same time deliver a copy of such notice or demand to each holder of record of any mortgage who has previously made a written request to City therefor, or to the representative of such holder as may be identified in such a written request by such holder.

15.4 Right to Cure. Each holder (insofar as the rights of City are concerned) shall have the right, at its option, within thirty (30) days after the receipt of the notice, and thirty (30) days after Developer's cure rights under Section 10.2 have expired, whichever is later, to:

(a) Commence to obtain possession, if necessary, and commence and diligently pursue said cure until the same is completed, and

(b) Add the cost of said cure to the security interest debt and the lien or obligation on its security interest.

15.5 Changes Requested by Lenders. City acknowledges that any prospective lender(s) providing financing for the Project may require or desire certain modifications to the terms of this Agreement (including, without limitation, the terms of this Section 15) and City agrees upon request, from time to time, to meet with Developer and representatives of such lender(s) to negotiate in good faith any such request for modifications of this Agreement. City shall not unreasonably withhold its consent to any such requested modification provided such modification is consistent with the intent and purposes of this Agreement. Any such modifications shall be considered minor modifications subject to the provisions of Section 7.4.

16. GENERAL

16.1 Estoppel Certificates. Either Party (or a holder or prospective holder of a mortgage under Section 15) may at any time and from time to time deliver written Notice to the other Party requesting an estoppel certificate (the "Estoppel Certificate") stating:

(a) This Agreement is in full force and effect and is a binding obligation of the Parties;

(b) This Agreement has not been amended or modified either orally or in

writing or, if so amended, identifying the amendments; and

(c) There are no existing defaults under this Agreement to the actual knowledge of the Party signing the Estoppel Certificate or, if there are existing defaults, identifying them.

A Party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting Party within thirty (30) days after receipt of the request. An Estoppel Certificate may be relied on by assignees and holders or prospective holders of a mortgage.

16.2 Force Majeure. The Term of this Agreement and the time within which Developer or City shall have the right or be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days during which performance of such act is delayed due to war, acts of terrorism, insurrection, strikes, lock-outs, other labor disputes, labor or material shortages, riots, civil disturbances, floods, earthquakes, fires, windstorms, hail, casualties, natural disasters, acts of God, acts of the public enemy, epidemics or pandemics, quarantine or other public health restrictions, freight embargoes, lack of transportation attributable to any of these, acts or failure to act of the other Party, acts or the failure to act of any public or governmental agency or entity (except that acts or failure to act of the City shall not excuse performance by City), legal or governmental restrictions on priority, initiative or referendum, moratoria, processing with governmental agencies other than City, unusually severe weather, third party Claims or Litigation as described in Section 12.1 of this Agreement, or any other similar causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause if written notice by the Party claiming such extension is sent to the other Party within thirty (30) days of obtaining knowledge of the commencement of the cause, or from the time such written notice by the Party claiming such extension is actually sent to the other Party, if such written notice is sent more than thirty (30) days after obtaining knowledge of the commencement of the cause. Any act or failure to act on the part of a Party shall not excuse performance by that Party.

16.3 Construction of Development Agreement. The language of this Agreement shall be construed as a whole and given its fair meaning. The captions of the sections and subsections are for convenience only and shall not influence construction. This Agreement shall be governed by the laws of the State of California. This Agreement shall not be deemed to constitute the surrender or abrogation of City's governmental powers over the Property.

16.4 Severability. If any provision of this Agreement is adjudged invalid, void or unenforceable, that provision shall not affect, impair, or invalidate any other provision, unless such judgment affects a material part of this Agreement in which case the Parties shall comply with the procedures set forth in Section 12.1(b).

16.5 Attorneys' Fees. If either Party to this Agreement is required to initiate or defend any action or proceeding against the other Party in connection with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a Party entitled to attorneys' fees shall be entitled to

all other reasonable, out-of-pocket costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted.

16.6 Joint and Several Obligations. All obligations and liabilities of Developer hereunder shall be joint and several among the obligees comprising Developer (if more than one).

16.7 Time of Essence. Time is of the essence in:

(a) The performance of the provisions of this Agreement as to which time is an element; and

(b) The resolution of any dispute which may arise concerning the obligations of Developer and City as set forth in this Agreement.

16.8 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.

16.9 No Third-Party Beneficiaries. The only parties to this Agreement are Developer and City. Except with respect to the holder or prospective holder of any mortgage who shall be entitled to rely upon the provisions of Section 15 hereof to the same extent as if such holder were a party to this Agreement, there are no third-party beneficiaries of this Agreement and this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other Person whatsoever.

16.10 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.

16.11 Relationship of Parties. It is specifically understood and agreed by and between the Parties that the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that such Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement.

16.12 Notice.

(a) To Developer. Any notice required or permitted to be given by City to Developer under this Agreement shall be in writing and delivered (1) personally to Developer or sent by courier or delivery service (and not the United States Postal Service), return receipt requested and with signature required, and (2) by e-mail, addressed as follows:

Magna & Magna, Inc.
1520 Washington Blvd. #100
Montebello, CA 90640
Attention: Mark D. Magna

E-Mail: mark@magnareg.com

or such other address as Developer may designate in writing to City.

With a copy to:

Mark Armbruster
Armbruster Goldsmith & Delvac LLP
12100 Wilshire Blvd., Suite 1600
Los Angeles, CA 90025
E-Mail: mark@agd-landuse.com

(b) To City. Any notice required or permitted to be given by Developer to City under this Agreement shall be in writing and delivered personally to the City Clerk or sent by courier or delivery service (and not the United States Postal Service), return receipt requested and with signature required, addressed as follows:

City of Montebello
1600 W Beverly Blvd
Montebello, CA 90640
Attention: Planning & Community Development Director

With a copy to:

Alvarez-Glasman & Colvin
13181 Crossroads Parkway North Suite 400 West Tower
City of Industry, CA 91746
Attn: Arnold M. Alvarez-Glasman, City Attorney

or such other address as City may designate in writing to Developer.

Notices provided pursuant to this Section shall be deemed received as of the earlier of (i) date of delivery as shown on the affidavit of personal service or the courier or delivery service receipt or (ii) date receipt of e-mail notice is acknowledged.

16.13 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

16.14 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and this Agreement supersedes all previous negotiations, discussions, and agreements between the Parties. No parol evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement.

16.15 Recitals. The recitals in this Agreement constitute part of this Agreement and each

Party shall be entitled to rely on the truth and accuracy of each recital as an inducement to enter into this Agreement.

16.16 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.

16.17 Recording. The City Clerk shall cause a copy of this Agreement to be executed by City and recorded in the Official Records of Los Angeles County no later than ten (10) days after the Operative Date. The recordation of this Agreement is deemed a ministerial act and the failure of City to record this Agreement as required by this Section and the Development Agreement Statute does not make this Agreement void or ineffective.

16.18 Authority to Execute. The Persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, (iv) the entering into of this Agreement does not violate any provision of any other Agreement to which said Party is bound, and (v) there is no litigation or legal proceeding which would prevent such Party from entering into this Agreement.

[*Signatures on the following page(s)*]

IN WITNESS WHEREOF, City and Developer have executed this Agreement on the date first above written.

MAGNA & MAGNA, INC., a California corporation

By: _____
Name: Mark D. Magna

Title: President

APPROVED AS TO FORM:

CITY OF MONTEBELLO, a municipal corporation

By: _____
Name: Rene Bobadilla

Title: City Manager

By: _____
Arnold M. Alvarez-Glasman
City Attorney

ATTEST:

By: _____
Irma Barajas
City Clerk

EXHIBIT "A-1"

Legal Description (Project A Site)

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

PARCEL 1:

THE SOUTHERLY 49 FEET OF THE NORTHERLY 231 FEET OF THE WESTERLY ONE-HALF OF LOT 102 OF MONTEBELLO, IN THE CITY OF MONTEBELLO, AS PER MAP RECORDED IN BOOK 78, PAGE 19 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID DISTANCES BEING MEASURED FROM THE CENTER LINE OF POPLAR AVENUE, 60 FEET WIDE.

APN: 6347-011-013

PARCEL 2:

THAT PORTION OF THE SOUTHERLY 99.00 FEET OF THE WESTERLY ONE HALF OF LOT 102 OF MONTEBELLO, IN THE CITY OF MONTEBELLO, AS PER MAP RECORDED IN BOOK 78, PAGE(S) 19 ET SEQ. OF MISCELLANEOUS RECORDS OF SAID COUNTY; WHICH LIES SOUTHWESTERLY OF THE NORTHEASTERLY 231.00 FEET OF SAID LOT AND NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF LOT 102 DISTANT SOUTH 75°53'40 EAST 148.96 FEET FROM THE INTERSECTION OF SAID SOUTHERLY LINE WITH THE EASTERLY LINE OF A STRIP OF LAND UNIFORM DEPTH OF 100.00 FEET EXTENDING THE EAST LINE OF POPLAR AVENUE FROM THE NORTH LINE OF WHITTIER AVENUE (NOW WHITTIER BOULEVARD) TO SAID LOT 102 AS DESCRIBED IN DEED RECORDED IN BOOK 2720, PAGE 129 OF DEEDS; THENCE NORTH 50°37'43" EAST 45.93 FEET; THENCE NORTH 19°26'30" EAST 62.36 FEET TO A POINT IN THE SOUTHERLY LINE OF THE NORTHERLY 231.00 FEET OF SAID LOT 102.

RESERVING UNTO THE GRANTOR, AN EASEMENT FOR WATERLINE PURPOSES OVER THE SOUTHERLY 5.00 FEET OF SAID LAND, SAID EASEMENT TO BE APPURTENANT TO AND FOR THE BENEFIT OF THE LAND AND ANY PART OR PORTION THEREOF, OWNED BY THE GRANTOR, ADJOINING SAID LAND ON THE EAST.

EXCEPT ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET OR MORE FROM THE SURFACE OF THE FOLLOWING DESCRIBED LAND, BUT WITHOUT THE RIGHT TO ENTER AND USE THE SURFACE OF THE SUBSURFACE LYING ABOVE A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, AS GRANTED TO FAR WEST OIL CO., A LIMITED PARTNERSHIP, BY DEED RECORDED AUGUST 16, 1971 AS INSTRUMENT NO. 3237 AND 3239.

APN: 6347-011-019

PARCEL 3:

THAT PORTION OF LOT “B” OF MONTEBELLO, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 78, PAGE(S) 19 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 102 OF SAID MONTEBELLO; THENCE SOUTH 75°53’40” EAST ALONG THE SOUTHERLY LINE OF SAID LOT 102, 300.00 FEET; THENCE SOUTHWESTERLY 277.94 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE LAND CONVEYED TO W. W. BLACK, BY DEED RECORDED IN BOOK 6621, PAGE 288 OF DEEDS; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE THEREOF, AND PARALLEL WITH THE NORTHERLY LINE OF THE WHITTIER AVENUE 102.68 FEET TO THE WESTERLY LINE OF SAID LOT “B” BEING ALSO THE EASTERLY LINE OF POPLAR AVENUE; THENCE NORTHEASTERLY 169.70 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT SAID NORTHEAST CORNER OF THE LAND CONVEYED TO SAID W. W. BLACK; THENCE NORTH 50°22’02” EAST 1.87 FEET; THENCE NORTH 56°48’03” EAST 45.04 FEET; THENCE NORTH 50°37’43” EAST 197.10 FEET TO THE SOUTHERLY LINE OF SAID LOT 102 DISTANT THEREON SOUTH 75°53’40” EAST 148.96 FEET FROM THE INTERSECTION OF SAID SOUTHERLY LINE WITH THE EASTERLY LINE OF A STRIP OF LAND UNIFORM DEPTH OF 100.00 FEET EXTENDING ALONG THE EAST LINE OF POPLAR AVENUE FROM THE NORTH LINE OF WHITTIER AVENUE (NOW WHITTIER BOULEVARD) TO SAID LOT 102, AS DESCRIBED IN THE DEED RECORDED IN BOOK 2720, PAGE 129 OF DEEDS.

EXCEPT ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET OR MORE FROM THE SURFACE OF THE FOLLOWING DESCRIBED LAND, BUT WITHOUT THE RIGHT TO ENTER AND USE THE SURFACE OF THE SUBSURFACE LYING ABOVE A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, AS GRANTED TO FAR WEST OIL CO., A LIMITED PARTNERSHIP, BY DEED RECORDED AUGUST 16, 1971 AS INSTRUMENT NO. 3238.

APN: 6347-012-008

EXHIBIT "A-2"

Legal Description (Project B Site)

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

PARCEL A:

LOT 8, OF TRACT NO. 7783, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 99, PAGE 60 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 6346-020-012

PARCEL B:

LOT 10, OF TRACT NO. 7783, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 99, PAGE 60 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 6346-020-013

EXHIBIT "B-1"

Site Plan
(Project A Site)

EXHIBIT “B-2”

Site Plan
(Project B Site)

EXHIBIT "C-1"

Form of Affordable Housing Covenant

(Project A)

[TO BE ATTACHED]

EXHIBIT "C-2"

Form of Affordable Housing Covenant

(Project B)

[TO BE ATTACHED]

ATTACHMENT D

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
Attn: Director of Planning and Community Development

WITH COPY TO:

Magna & Magna, Inc.
1520 Washington Blvd. #100
Montebello, CA 90640
Attention: Mark D. Magna

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Exempt from recording fees pursuant to Government Code Section 27383

PROJECT A

AFFORDABLE HOUSING REGULATORY AGREEMENT

AND

DECLARATION OF RESTRICTIVE COVENANTS

Between

THE CITY OF MONTEBELLO,

a municipal corporation

("City")

and

MAGNA & MAGNA, INC.,

a California corporation

("Developer")

Development Agreement Exhibit C-1

AFFORDABLE HOUSING REGULATORY AGREEMENT
AND DECLARATION OF RESTRICTIVE COVENANTS

This Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (this "Agreement") is entered into for reference purposes as of _____, 20__ (the "Effective Date"), by and between the **CITY OF MONTEBELLO**, a California municipal corporation ("City") and **MAGNA & MAGNA, INC.,** a California corporation ("Developer"). City and Developer are individually referred to herein as a "Party" and collectively as the "Parties."

R E C I T A L S

A. Developer holds a legal or equitable interest in certain real property which is located in the City of Montebello, and are more particularly described in the "Legal Description of Property" attached hereto as Exhibit A (Project A Site) as shown on the "Site Map" attached hereto as Exhibit B .

B. In 2021, Developer submitted an application to City for the development of a residential housing project consisting of the development and construction of 140 residential apartment units within a 73,807 square foot development site on the Project A Site ("Project A") and 16 units within a 12,500 square foot development site on the Project B Site ("Project B") (collectively Project A and Project B are referred to as the "Project"), of which, thirty (30) units within Project A and two (2) units within Project B shall be restricted to and available at affordable rent, adjusted for household size, to Lower Income Households (as defined in California Health and Safety Code Section 50079.5 and as periodically published by the California Department of Housing and Community Development for a term of fifty-five years (55).

C. On _____, 20___, the City Council adopted, Ordinance No. _____ approving a development agreement dated _____, 20__ pursuant to Government Code Sections 65864 et seq. authorizing the development of the Project affording the Developer greater project latitude, flexibility, development certainty, and vested rights to complete the Project in exchange for certain public benefits provided to the City (the "Development Agreement").

D. As a material consideration for the long term assurances, vested rights, and other City obligations provided by the Development Agreement and as a material inducement to City to enter into the Development Agreement, Developer offered and agreed to provide the Affordable Units, among other public benefits, pursuant to Section 4.3 of the Development Agreement.

E. To ensure the continued affordability of the Affordable Units for the Term, this Agreement shall be executed and recorded against the Property prior to the recordation of any parcel map or final subdivision map or issuance of building permits for the Project, whichever occurs first.

F. The purpose of this Agreement is to restrict the occupancy and rents of the Affordable Units for the benefit of Lower Income Households as set forth in this Agreement. The Parties intend the covenants set forth in this Agreement to run with the land and to be binding upon Developer and Developer's successors and assigns for the full term of this Agreement.

A G R E E M E N T

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. Definitions. The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits:

"Adjusted for Family Size Appropriate for the Unit" means, in the absence of pertinent federal statutes applicable to the Project, adjusted for a household of one person in the case of a studio unit, two persons in the case of a one-bedroom unit, three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, and one additional person for every additional bedroom thereafter.

"Affordable Housing Occupancy Date" means the date of issuance by City of a certificate of occupancy for the residential apartment units on the Property, to be memorialized by the Parties through execution and recordation of the Certificate of Completion.

"Affordable Units" means the thirty (30) income restricted, multi-family residential rental units for occupancy by Lower Income Households..

"Applicable Laws" means all applicable laws, ordinances, statutes, codes, orders, decrees, rules, regulations, official policies, standards and specifications (including any ordinance, resolution, rule, regulation, standard, official policy, condition, or other measure) of the United States, the State of California, the County of Los Angeles, City of Montebello, or any other political subdivision in which the Project is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over City, Developer, or the Project.

"Affordable Rent" means a monthly Rent that does not exceed one-twelfth of thirty percent (30%) times 60 percent (60%) of the AMI, Adjusted for Family Size Appropriate for the Unit or, for Lower Income Households with a Gross Income that is greater than 60% of AMI, one-twelfth of thirty percent (30%) times the household's actual Gross Income. For purposes of this definition, "Rent" includes a reasonable utility allowance for utilities, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service, Internet, or cable or subscription TV plus other fees and charges required to be paid by tenants of the Affordable Units on a non-optional basis.

"Area Median Income" or **"AMI"** means the median income for the County of Los Angeles, California, adjusted for the actual number of persons in the applicable household, as determined by HUD pursuant to Section 8 of the United States Housing Act of 1937 and as published from time to time by HCD in Section 6932 of Title 25 of the California Code of Regulations or successor provision published pursuant to California Health and Safety Code Section 50093(c).

"Certificate of Compliance" means the form attached hereto as Exhibit C.

"City" means the City of Montebello, a California municipal corporation.

"City Documents" means the Development Agreement and this Agreement.

"City's Authorized Representative" means the Director of Planning and Community Development, or his or her designee.

"Claims" is defined in Section 21.

"Developer" means Magna & Magna, Inc. or its assignee.

"Effective Date" means the date set forth in the first paragraph of this Agreement.

"Gross Income" means the combined, gross, pre-tax income of all adult occupants of the applicant household, as calculated under California Code of Regulations, Title 25, Section 6914.

"**HCD"** means the State of California Department of Housing and Community Development.

"HUD" means the U.S. Department of Housing and Urban Development.

"Indemnitees" is defined in Section 21.

"Lower Income Households" shall have the meaning defined in California Health and Safety Code Section 50079.5 and as periodically published by the California Department of Housing and Community Development.

"Management Agreement" is defined in Section 17.b.

"Market Rate Unit" means a unit that is not restricted for rent or sale to a particular affordability level.

"Marketing and Management Plan" or "Plan" is defined in Section 17.f.

"Party" or "Parties" respectively means City and Developer individually or collectively.

"Project" is defined in Recital B.

"Property" is defined in Recital A.

"Property Manager" is defined in Section 17.b.

"Regulations" means Title 25 of the California Code of Regulations.

"Tenant" shall mean a household occupying an Affordable Unit.

"Term" means the term of this Agreement, commencing upon the Effective Date and ending on the Termination Date.

"Termination Date" is the date that is fifty-five (55) years after the Affordable Housing Occupancy Date.

2. Use and Affordability Restrictions. Developer hereby covenants and agrees, for itself and its successors and assigns, that the Affordable Units shall be used solely in compliance with the Development Agreement and Development Plans as the term is defined under Section 1.18 of the Development Agreement, and the requirements set forth herein. Developer represents and warrants that it has not entered into any agreement that would restrict or compromise its ability to comply with the occupancy and affordability restrictions set forth in this Agreement, and Developer covenants that it shall not enter into any agreement that is inconsistent with such restrictions without the express written consent of City.

3. Construction of Affordable Units.

a. The Parties intend that all of the Affordable Units shall be constructed concurrently with, or earlier than the construction of the Market Rate Units of Project A. City's Authorized Representative may approve, in its sole discretion (which may be withheld for any reason), a modified construction schedule if this timing requirement will create unreasonable delays in the

issuance of certificates of occupancy for Market Rate Units and if the Developer provides satisfactory assurance, as approved by the City's Authorized Representative, that the Affordable Units will be completed prior to completion of all of the Market Rate Units. Each Affordable Unit shall be inspected by the City prior to occupancy to determine that it meets the construction and other standards required by this Agreement.

b. The design, appearance, and general quality of the Affordable Units shall be consistent with the design review standards that are part of the Development Plan and shall be of the same level of materials and finishes as Project A's Market Rate Units.

4. Unit Size Mix for Affordable Units. The Developer shall provide Affordable Units in accordance with the following unit size mix:

	Affordable Units
Singles	0
1 Bdrm	7
2 Bdrm	22
3 Bdrm	1
Total Units	30

5. Income Mix for Affordable Units. A minimum of thirty (30) Affordable Units shall be made available for rent to Lower Income Households or lower in accordance with Section 6, below.

6. Lower Income Restrictions.

a. Affordability Requirements. For a term of fifty-five (55) years commencing upon the Affordable Housing Occupancy Date, each Affordable Unit shall be rented at an Affordable Rent to (or if vacant, available for occupancy by) a Lower Income Household. Notwithstanding the foregoing, to the extent permitted by law, if a subsidy program under Section 8 of the Housing Act of 1937, as amended, or any other comparable subsidy program, is available to a Tenant or prospective Tenant, Developer may accept and participate in the subsidy program (voucher), and rent the Affordable Unit at the rental rate established by and permitted under the program as defined by HUD, as adjusted for household size. The Tenant's portion of the rent shall not exceed an Affordable Rent, however the Tenant's portion can be less. The amount of rent Developer may receive through the subsidy program can exceed the Affordable Rent, however it shall not be less.

b. Household Income Increases. If upon recertification of an Affordable Unit Tenant's Gross Income, Developer determines that such Tenant's Gross Income has increased and exceeds the qualifying income for a Lower Income Household, then upon the expiration of such Tenant's lease and following sixty (60) days' notice, and if so permitted by local and state law, such tenant shall be required to vacate the unit and Developer shall rent the unit to a Lower Income Household (or, in the alternative, Owner may increase the rent to market-rate rent for the Affordable Unit and designate another unit as an Affordable Unit and rent that unit to a Lower Income Household, provided that a comparable unit is then available) to restore the affordability mix required by this Agreement. In addition, should a Tenant's Gross Income exceed the qualifying income for a Lower Income Household, and should this section cause the Tenant's Rent to exceed the requirements of this Agreement, Developer shall still be deemed in compliance with this Agreement until such time as Tenant is required to move out pursuant to this Agreement, at which point the Affordable Unit

shall be rented as an Affordable Unit as needed to restore the affordability mix required by this Agreement.

8. No Condominium Conversion. To the extent permitted by law, in the event that Developer converts Project A to condominium or cooperative tenantship or sells condominium or cooperative rights to Project A or any part thereof during the Term of this Agreement, the Affordable Units shall remain rental units under the terms of this Agreement during the Term of this Agreement.

9. Tenant Certification. For each Affordable Unit, prior to the initial occupancy of such Affordable Unit, and upon each successive lease or annual lease renewal for such Affordable Unit thereafter for the remainder of the term of this Agreement, Developer or Developer's authorized agent shall obtain from that household a written certificate containing all of the following in such format and with such supporting documentation as City may reasonably require:

(i) The identity of each household member; and
(ii) The total household Gross Income.

Developer shall retain such certificates for not less than three (3) years, and upon City's request, shall provide copies of such certificates to City and make the originals available for City inspection.

10. Affordable Unit Occupancy. In the Affordable Units, no fewer than one occupant shall be allowed per bedroom, unless a reasonable accommodation is required pursuant to state or federal fair housing laws. A studio shall count as a one-bedroom unit for the purposes of these occupancy requirements. If no Lower Income Households apply within sixty (60) days of an Affordable Unit being available that meet these occupancy standards, the City shall, upon request of Developer, grant exceptions to the occupancy standards, but only to the extent such exceptions are consistent with Applicable Laws, and do not increase City's obligations or liabilities under this Agreement, or diminish or impair City's rights and remedies under this Agreement.

11. Annual Report; Inspections. By not later than April 1 of each year during the term of this Agreement, commencing with the year following the year of the Affordable Housing Occupancy Date (reflecting information from the year of the Affordable Housing Occupancy Date), Developer shall submit an annual report ("Annual Report") to City in a form reasonably satisfactory to City, together with Developer's certification that the Affordable Units are in compliance with the requirements of this Agreement. The Annual Report shall, at a minimum, include the following information for each Affordable Unit: (i) unit number; (ii) number of bedrooms; (iii) current rent and other charges; (iv) dates of any vacancies during the previous year; (v) number of people residing in the unit; (vi) total gross household income of residents; (vii) documentation of source of household income; and (viii) the information required by Section 9, above. Upon the written request of City and not less than four (4) business days' prior written notice, and at no expense to Developer, Developer shall allow City's Authorized Representative to inspect and copy all records documenting the source of household income.

12. Non-Discrimination; Compliance with Fair Housing Laws.

a. Preference for Displaced and Local Residents. In order to ensure that there is an adequate supply of affordable housing within the City of Montebello for residents and employees of businesses within the City, to the extent permitted by law and consistent with the program regulations for funding sources used for development of the Affordable Units, within the pool of eligible applicants, Developer shall endeavor to give priority to qualified households with members who live or work in the city limits of Montebello. In the event there are fewer applicants for the Affordable Units that meet the criteria specified in this paragraph than there are available Affordable Units, such

units shall be made available to members of the general public who are qualified Lower Income Households. Notwithstanding the foregoing, in the event of a conflict between this provision and the provisions of Section 42 of the Internal Revenue Code of 1986, as amended, the provisions of such Section 42 shall control if such provisions apply to the project due to Affordable Unit financing sources.

b. Fair Housing. Developer shall comply with state and federal fair housing laws in the marketing and rental of the Affordable Units. With respect to the Affordable Units, Developer shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing Section 8 program or any successor thereto.

13. Non-Discrimination. Developer shall not restrict the rental, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Affordable Units on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Developer covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Affordable Units, nor shall Developer or any person claiming under or through Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Affordable Units.

14. Reporting Requirements; Access to Information; Inspections.

a. Maintenance of Records. Developer shall maintain Affordable Unit tenant leases, income certifications and other matters related to the leasing of the Affordable Units for a period of not less than three (3) years after the final date of occupancy by the tenant. Records related to compliance with this Agreement must be kept accurate and up-to-date. City shall notify Developer of any records it deems insufficient. Developer shall have thirty (30) calendar days from such notice to correct any specified reasonable deficiency in the records, or, if more than thirty (30) days shall be reasonably necessary to correct the deficiency, Developer shall begin to correct the deficiency within thirty (30) days and diligently pursue the correction of the deficiency as soon as reasonably possible.

b. Access to Records; Inspections.

(i) Developer shall provide City and its authorized agents and representatives reasonable access to any books, documents, papers and records associated with the Affordable Units for the purpose of making audits, examinations, excerpts and transcriptions in connection with monitoring compliance with this Agreement, during normal business hours of Developer, upon the City's written request and not less than four (4) business days' prior written notice, and at no expense to Developer.

(ii) With four (4) business days' prior written notice, during normal business hours and as often as may be deemed necessary, and at no expense to Developer, City and its authorized agents and representatives shall be permitted access to and the right to examine the Affordable Units and to interview tenants and employees of the Affordable Units, for the purpose of verifying compliance with applicable regulations and compliance with the conditions of this Agreement.

(iii) Matters discovered by City shall not be disclosed to third parties unless required by law or unless otherwise resulting from or related to the pursuit of any remedies or the assertion of any rights of City hereunder subject to any right of Developer to seek a protective order to prevent the disclosure of any confidential or privileged information.

15. Term of Agreement.

a. Term of Restrictions. This Agreement shall commence upon the Effective Date and shall remain in effect until the Termination Date.

b. Effectiveness Survives Conveyance of Property. This Agreement shall remain effective and fully binding on all portions of the Property for the full term hereof, regardless of any sale, assignment, transfer, refinancing, or conveyance of the Affordable Units or Project A or any part thereof or interest therein.

c. Reconveyance. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge this Agreement; provided, however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement upon the expiration of the Term.

16. Binding Upon Successors; Covenants to Run with the Land. Developer hereby subjects its interest in the Affordable Units to the covenants and restrictions set forth in this Agreement. City and Developer hereby declare their express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of Developer and City, regardless of any sale, assignment, refinancing, conveyance or transfer of the Affordable Units, or any part thereof or interest therein, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by City. Any successor-in-interest to Developer, including without limitation any purchaser, transferee or lessee of the Affordable Units (other than the tenants of the individual Affordable Units) shall be subject to all of the duties and obligations imposed hereby for the full term of this Agreement. Each and every contract, deed, lease or other instrument affecting or conveying the Affordable Units or any part thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, lease or other instrument. If any such contract, deed, lease or other instrument has been executed prior to the date hereof, Developer hereby covenants to obtain and deliver to City an instrument in recordable form signed by the parties to such contract, deed, lease or other instrument pursuant to which such parties acknowledge and accept this Agreement and agree to be bound hereby.

Developer agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Affordable Units in favor of City.

Without limiting the generality of the foregoing, Developer and City hereby declare their understanding and intent that:

(i) The covenants and restrictions contained in this Agreement shall be construed as covenants running with the land pursuant to California Civil Code section 1468 and not as conditions which might result in forfeiture of title by Developer;

(ii) The burden of the covenants and restrictions set forth in this Agreement touch and concern the Property in that the Developer's legal interest in the Property and all improvements thereon are rendered less valuable thereby; and

(iii) The benefit of the covenants and restrictions set forth in this Agreement touch and concern the land by enhancing and increasing the enjoyment and use of the Property by the Affordable Unit tenants.

(iv) All covenants and restrictions contained herein without regard to technical classification or designation shall be binding upon Developer and its successors in interest for the benefit of the City, and such covenants and restrictions shall run in favor of the City for the entire period during which such covenants and restrictions shall be in force and effect, without regard to whether the City is an owner of any land or interest therein to which such covenant and restrictions relate.

17. Project Construction; Property Management; Repair and Maintenance; Marketing.

a. Management Responsibilities. Developer shall be responsible for all management functions with respect to the Affordable Units, including without limitation the selection of tenants, certification and recertification of household income and eligibility, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. City shall have no responsibility for construction, rehabilitation, management, repair, maintenance or marketing of the Affordable Units.

b. Management Entity. If Developer enters into a separate property management agreement ("**Management Agreement**") with a property management company or other organization in order to manage the Affordable Units (including leasing, property management, maintenance and repair services, and reporting obligations) and ensure that Developer's obligations under this Agreement with respect to the Affordable Units are satisfied ("**Property Manager**"), the Management Agreement shall not relieve Developer of its primary responsibility for proper performance of management duties. The Property Manager shall have the requisite skill and experience to implement the Marketing and Management Plan required under Section 17.f. of this Agreement.

c. Management Policies. Developer shall adopt and implement written management policies with respect to the Affordable Units that comply with the provisions of this Agreement. The Developer shall provide copies of its management policies to City upon their initial adoption and thereafter upon the City's written request.

d. Repair, Maintenance and Security. Throughout the term of this Agreement, Developer shall at its own expense, maintain the Affordable Units in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations. Without limiting the foregoing, Developer agrees to maintain the Affordable Units (including without limitation, the residential units, common areas, landscaping, driveways, parking areas and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Affordable Units. Developer shall prevent and/or rectify any physical deterioration apart from reasonable wear and tear of the Affordable Units and Project A and shall make all repairs, renewals and replacements necessary to keep the Affordable Units and the improvements located therein in good condition and repair. Developer shall provide adequate security measures for Project A, including without limitation, the installation of adequate lighting and deadbolt locks.

e. Additional Requirements. All construction work and professional services for the Affordable Units shall be performed by persons or entities licensed or otherwise authorized to perform the applicable work or service in the State of California if required under local law. To the extent allowed by state and federal laws, Developer shall limit the installation of satellite dish, antenna and other such equipment to screened locations on the Affordable Unit buildings as approved by City. Developer shall diligently work to resolve complaints related to noise, parking, litter or other neighborhood concerns.

f. Marketing and Management Plan. Prior to the issuance of a certificate of occupancy for the residential apartment units on the Property, Developer shall adopt and implement and transmit to the City a plan for marketing and managing the Affordable Units (the "**Marketing and Management Plan**" or "Plan"). The Marketing and Management Plan shall address in detail how Developer plans to market the Affordable Units to prospective Lower Income Households in accordance with fair housing laws and this Agreement, Developer's tenant selection criteria, and how Developer plans to certify the eligibility of Lower Income Households. The Plan shall also describe the management team and shall address how Developer and the management entity plan to manage and maintain the Affordable Units. The Developer shall provide a copy of the Marketing and Management Plan to City upon its initial adoption, and thereafter upon the City's written request and in connection with material modifications to the Marketing and Management Plan. Developer shall abide by the terms of the Marketing and Management Plan in marketing, managing, leasing, and maintaining the Affordable Units and the Project.

g. Fees, Taxes, and Other Levies. Developer shall be responsible for payment of all fees, assessments, taxes, charges, liens and levies applicable to the Affordable Units, including without limitation possessory interest taxes, if applicable, imposed by any public entity, and shall pay such charges prior to delinquency. However, Developer shall not be required to pay any such charge so long as (a) Developer is contesting such charge in good faith and by appropriate proceedings, (b) Developer maintains reserves adequate to pay any contested liabilities, and (c) on final determination of the proceeding or contest, Developer immediately pays or discharges any decision or judgment rendered against it, together with all costs, charges and interest. Developer shall have all rights under Applicable Law to appeal the valuation of Project A (including but not limited to the Affordable Units, any improvements, fixtures or appurtenances, and any personal property) for tax purposes, and nothing herein shall be deemed to preclude Developer from applying for a Welfare Exemption or other taxation relief as a result of the affordability and public benefit provided by the Affordable Units.

h. Property Damage or Destruction. If any part of the Affordable Units are damaged or destroyed, Developer shall repair or restore the same, consistent with the occupancy and rent restriction requirements set forth in this Agreement, provided that insurance proceeds are available to be applied to such repairs or restoration within such period and the repair or restoration is financially feasible. Such work shall be commenced as soon as reasonably practicable after the damage or loss occurs and shall be completed within one year thereafter or as soon as reasonably practicable, provided that insurance proceeds are available to be applied to such repairs or restoration within such period and the repair or restoration is financially feasible. During such time that lenders providing financing for the construction of the Project impose requirements that differ from the requirements of this Section the requirements of such lenders and investors shall prevail.

18. Recordation; Subordination. This Agreement shall be recorded in the Official Records of County of Los Angeles no later than the date on which the final subdivision map for the Project is recorded

or issuance of building permits for the Project. Developer hereby represents, warrants and covenants that with the exception of easements of record, absent the written consent of City, this Agreement shall not be subordinated in priority to any lien (other than those pertaining to taxes or assessments), encumbrance, or other interest in the Affordable Units. The City shall not unreasonably withhold its consent to subordinate this Agreement to the deeds of trust and regulatory agreements required by Developer's construction and permanent lenders (each a "**Senior Interest**") in a form reasonably approved by the City, if the subordination request meets the following conditions:

(i) All of the proceeds of loans related to the proposed Senior Interest, less any transaction costs, must be used to provide construction and/or permanent financing for the Affordable Units or the Project.

(ii) The subordination agreement(s) must be structured to minimize the risk that this Agreement would be extinguished as a result of a foreclosure by the proposed lender of a Senior Interest (each a "Senior Lender") or other holder of the Senior Interest. To satisfy this requirement, the subordination agreement must provide the City with adequate rights to cure any defaults by Developer, including: (i) providing the City or its successor with copies of any notices of default in the same manner as provided to Developer at the same time or promptly thereafter such notice is provided to the Developer; and (ii) providing the City with a cure period of at least thirty (30) days to cure any default.

(iii) The subordination does not require the consent of the Senior Lender prior to the City exercising remedies available to the City under this Agreement.

19. No Impairment of Lien. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument; provided, however, that any successor in interest to the Affordable Units shall be bound by such covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

20. Default and Remedies.

a. Events of Default. An Event of Default shall arise hereunder if Developer fails to perform any obligation under this Agreement and fails to cure such default within thirty (30) days after the City has notified the Developer in writing of the default, or if the default cannot be cured within thirty (30) days, has failed to commence to cure within thirty (30) days and thereafter diligently pursued such cure and completed such cure within a reasonable time.

b. Remedies. Upon the occurrence of an Event of Default and its continuation beyond any applicable cure period, City may proceed with any of the following remedies:

i. Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief;

ii. For violations of obligations with respect to rents for residential units in the Affordable Units, impose as liquidated damages a charge in an amount equal to the actual amount collected in excess of the Affordable Rent; and/or

iii. Pursue any other remedy allowed under the City Documents or at law or in equity.

Each of the remedies provided herein is cumulative and not exclusive. City may exercise from time to time any rights and remedies available to it under Applicable Law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement. Any failure or delay by City in asserting any of its rights or remedies, including specific performance, as to any Event of Default shall not operate as a waiver of any default or of any such rights or remedies or deprive City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

21. Indemnity. To the fullest extent permitted by law, Developer shall indemnify, defend and hold City and its elected and appointed officers, officials, employees, agents, consultants, contractors and representatives (collectively, the "**Indemnitees**") harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "**Claims**") arising directly or indirectly, in whole or in part, as a result of or in connection with Developer's performance of or any failure to perform any obligation as and when required by this Agreement. Developer's indemnification obligations under this Section 21 shall not extend to Claims resulting solely from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 21 shall survive the expiration or earlier termination of this Agreement.

22. Expenses. Developer agrees to pay an annual monitoring fee for compliance with this Agreement, which fee shall initially be $20 per Affordable Unit per year, as may be modified by resolution of the City Council which is in force and effect for a similar class of affordable units.

23. Miscellaneous.

a. Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties and recorded in the Official Records of The County of Los Angeles.

b. No Waiver. Any waiver by City of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or Applicable Law. No failure or delay by City at any time to require strict performance by Developer of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

c. Notices. Except for any notice, demand or communication required under applicable law to be given in another matter, all notices, demands and communications to be sent pursuant to this Agreement shall be made in writing, and sent to the parties at their respective addresses specified below or to such other address as a party may designate by written notice delivered to the other parties in accordance with this Section. All notices, demands or communications shall be sent by personal delivery or by reputable overnight delivery service (which provides a delivery receipt) (and not by the United States Postal Service)postage prepaid, and, if to Developer, also by e-mail. Any notice, demand or communication shall be deemed given, received, made or communicated as of the earlier of the date personal delivery is effected or, if sent in the manner herein specified, on the delivery date or date delivery is refused by the addressee, or, if sent to Developer by e-mail, the date receipt of e-mail notice is acknowledged. Either party may change its address at any time by giving written notice of such change to City or Developer as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

Any notice to be delivered to Developer shall be addressed as follows:

To Developer: Magna & Magna, Inc.
1520 Washington Blvd. #100
Montebello, CA 90640
Attention: Mark D. Magna
E-Mail: mark@magnareg.com

With copy to: Mark Armbruster
Armbruster Goldsmith & Delvac LLP
12100 Wilshire Blvd., Suite 1600
Los Angeles, CA 90025
E-Mail: mark@agd-landuse.com

Any notice to be delivered to City shall be addressed as follows:

To City: City of Montebello
1600 W Beverly Blvd
Montebello, CA 90640
Attention: Planning & Community Development Director

With copy to: Alvarez-Glasman & Colvin
13181 Crossroads Parkway
North Suite 400 West Tower
City of Industry, CA 91746
Attn: Arnold M. Alvarez-Glasman, City Attorney
E-Mail: aglasman@agclawfirm.com

d. Further Assurances. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

e. Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Developer and City shall not be construed as a joint venture, equity venture, partnership or any other relationship. City neither undertakes nor assumes any responsibility or duty to Developer (except as expressly provided in this Agreement) or to any third party with respect to the Project. Developer and its employees are not employees of City but rather are, and shall always be considered independent contractors. Furthermore, Developer and its employees shall at no time pretend to be or hold themselves out as employees or agents of City. Except as City may specify in writing, Developer shall not have any authority to act as an agent of City or to bind City to any obligation.

f. Action by City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by City's Authorized Representative or by any person who shall have been designated by City's Authorized Representative, without further approval by the City Council.

g. No Third Party Beneficiaries. This Agreement is not intended to be for the benefit of any person other than the parties and their permitted successors and assigns.

h. Non-Liability of City and City Officials, Employees and Agents. No member, official, employee or agent of City shall be personally liable to Developer or any successor in interest, in the event of any default or breach by City, or for any amount of money which may become due to Developer or its successor or for any obligation of City under this Agreement.

i. Headings; Construction; Statutory References. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of Montebello shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

j. Time is of the Essence. Time is of the essence in the performance of this Agreement.

k. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of The County of Los Angeles, California or in the Federal District Court for the Northern District of California.

l. Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

m. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

n. Entire Agreement; Exhibits. This Agreement contains the entire agreement of Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements between the Parties with respect thereto. Exhibits A-1 and A-2, Exhibits B-1 and B-2, and Exhibit C attached hereto are incorporated herein by this reference.

o. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[*Signatures on the following page(s)*]

IN WITNESS WHEREOF, the Parties have executed this Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants as of the date first written above.

MAGNA & MAGNA, INC. a California corporation ("Developer")

By: _____
Mark D. Magna
President

CITY OF MONTEBELLO, a municipal corporation ("City")

By: _____
René Bobadilla
City Manager

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman
City Attorney

ATTEST:

By: _____
Irma Barajas
City Clerk

[*Principal Signatures to be notarized*]

Exhibit A
to Development Agreement Exhibit C-1

Legal Description

(Project A Site)

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

PARCEL 1:

THE SOUTHERLY 49 FEET OF THE NORTHERLY 231 FEET OF THE WESTERLY ONE-HALF OF LOT 102 OF MONTEBELLO, IN THE CITY OF MONTEBELLO, AS PER MAP RECORDED IN BOOK 78, PAGE 19 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID DISTANCES BEING MEASURED FROM THE CENTER LINE OF POPLAR AVENUE, 60 FEET WIDE.

APN: 6347-011-013

PARCEL 2:

THAT PORTION OF THE SOUTHERLY 99.00 FEET OF THE WESTERLY ONE HALF OF LOT 102 OF MONTEBELLO, IN THE CITY OF MONTEBELLO, AS PER MAP RECORDED IN BOOK 78, PAGE(S) 19 ET SEQ. OF MISCELLANEOUS RECORDS OF SAID COUNTY; WHICH LIES SOUTHWESTERLY OF THE NORTHEASTERLY 231.00 FEET OF SAID LOT AND NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF LOT 102 DISTANT SOUTH 75°53’40 EAST 148.96 FEET FROM THE INTERSECTION OF SAID SOUTHERLY LINE WITH THE EASTERLY LINE OF A STRIP OF LAND UNIFORM DEPTH OF 100.00 FEET EXTENDING THE EAST LINE OF POPLAR AVENUE FROM THE NORTH LINE OF WHITTIER AVENUE (NOW WHITTIER BOULEVARD) TO SAID LOT 102 AS DESCRIBED IN DEED RECORDED IN BOOK 2720, PAGE 129 OF DEEDS; THENCE NORTH 50°37’43” EAST 45.93 FEET; THENCE NORTH 19°26’30” EAST 62.36 FEET TO A POINT IN THE SOUTHERLY LINE OF THE NORTHERLY 231.00 FEET OF SAID LOT 102.

RESERVING UNTO THE GRANTOR, AN EASEMENT FOR WATERLINE PURPOSES OVER THE

SOUTHERLY 5.00 FEET OF SAID LAND, SAID EASEMENT TO BE APPURTENANT TO AND FOR THE BENEFIT OF THE LAND AND ANY PART OR PORTION THEREOF, OWNED BY THE GRANTOR, ADJOINING SAID LAND ON THE EAST.

EXCEPT ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET OR MORE FROM THE SURFACE OF THE FOLLOWING DESCRIBED LAND, BUT WITHOUT THE RIGHT TO ENTER AND USE THE SURFACE OF THE SUBSURFACE LYING ABOVE A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, AS GRANTED TO FAR WEST OIL CO., A LIMITED PARTNERSHIP, BY DEED RECORDED AUGUST 16, 1971 AS INSTRUMENT NO. 3237 AND 3239.

APN: 6347-011-019

PARCEL 3:

THAT PORTION OF LOT "B" OF MONTEBELLO, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 78, PAGE(S) 19 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 102 OF SAID MONTEBELLO; THENCE SOUTH 75°53'40" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 102, 300.00 FEET; THENCE SOUTHWESTERLY 277.94 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE LAND CONVEYED TO W. W. BLACK, BY DEED RECORDED IN BOOK 6621, PAGE 288 OF DEEDS; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE THEREOF, AND PARALLEL WITH THE NORTHERLY LINE OF THE WHITTIER AVENUE 102.68 FEET TO THE WESTERLY LINE OF SAID LOT "B" BEING ALSO THE EASTERLY LINE OF POPLAR AVENUE; THENCE NORTHEASTERLY 169.70 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT SAID NORTHEAST CORNER OF THE LAND CONVEYED TO SAID W. W. BLACK; THENCE NORTH 50°22'02" EAST 1.87 FEET; THENCE NORTH 56°48'03" EAST 45.04 FEET; THENCE NORTH 50°37'43" EAST 197.10 FEET TO THE SOUTHERLY

LINE OF SAID LOT 102 DISTANT THEREON SOUTH 75°53’40” EAST 148.96 FEET FROM THE INTERSECTION OF SAID SOUTHERLY LINE WITH THE EASTERLY LINE OF A STRIP OF LAND UNIFORM DEPTH OF 100.00 FEET EXTENDING ALONG THE EAST LINE OF POPLAR AVENUE FROM THE NORTH LINE OF WHITTIER AVENUE (NOW WHITTIER BOULEVARD) TO SAID LOT 102, AS DESCRIBED IN THE DEED RECORDED IN BOOK 2720, PAGE 129 OF DEEDS.

EXCEPT ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET OR MORE FROM THE SURFACE OF THE FOLLOWING DESCRIBED LAND, BUT WITHOUT THE RIGHT TO ENTER AND USE THE SURFACE OF THE SUBSURFACE LYING ABOVE A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, AS GRANTED TO FAR WEST OIL CO., A LIMITED PARTNERSHIP, BY DEED RECORDED AUGUST 16, 1971 AS INSTRUMENT NO. 3238.

APN: 6347-012-008

Exhibit C
to Development Agreement Exhibit C-1

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
Attn: Director of Planning and Community Development

WITH COPY TO:

Magna & Magna, Inc.
1520 Washington Blvd. #100
Montebello, CA 90640
Attention: Mark D. Magna

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Exempt from recording fees pursuant to Government Code Section 27383

CERTIFICATE OF COMPLETION (PROJECT A)

THIS CERTIFICATE OF COMPLETION ("Certificate of Completion") is made by the CITY OF MONTEBELLO, California municipal corporation ("City"), in favor of MAGNA & MAGNA, INC., a California corporation ("Developer"), as of the date set forth below.

RECITALS

A. City and Developer have entered into that certain Affordable Housing Regulatory Agreement ("Agreement") dated _____, 20__, concerning the development of affordable multifamily rental housing on certain real property situated in the City of Montebello, California, as more fully described in Exhibit A attached hereto and made a part hereof (the "Property"). The Agreement was recorded in the Official Records of The County of Los Angeles on _____, 20__, as Instrument No._____.

B. As referenced in Section 1 of the Agreement, the Affordable Housing Occupancy Date shall mean the date of issuance by City of a certificate of occupancy for the residential apartment units on the Property, as memorialized in a Certificate of Completion to

be executed by City and Developer and recorded in the Official Records of The County of Los Angeles.

NOW, THEREFORE, City and Developer hereby agree as follows:

1. City has issued to Developer a certificate of occupancy for the residential apartment units on the Property as of _____, 20__. Accordingly, as provided in the Agreement, the Affordable Housing Occupancy Date shall mean _____, 20__ and the Termination Date shall mean _____, 20__.

2. This Certificate of Completion shall not be deemed or construed to constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the construction and development of the Project (as defined in Section 1 of the Agreement) or any portion thereof. This Certificate of Completion is not a notice of completion as referred to in Section 8182 of the California Civil Code.

[*Signatures on the following page(s)*]

IN WITNESS WHEREOF, City and Developer have executed this Certificate of Completion this _____ day of _____, 20__.

MAGNA & MAGNA, INC. a California corporation ("Developer")

By:
_____
_____
Mark D. Magna
President

CITY OF MONTEBELLO, a municipal corporation ("City")

By:
_____
_____
René Bobadilla

City Manager

APPROVED AS TO FORM:

By:
_____
_____
Arnold M. Alvarez-Glasman
City Attorney

ATTEST:

By:
_____
_____
Irma Barajas
City Clerk

[*Principal Signatures to be Notarized*]

Exhibit A
to Certificate of Completion

Legal Description

(Project A Site)

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

PARCEL 1:

THE SOUTHERLY 49 FEET OF THE NORTHERLY 231 FEET OF THE WESTERLY ONE-HALF OF LOT 102 OF MONTEBELLO, IN THE CITY OF MONTEBELLO, AS PER MAP RECORDED IN BOOK 78, PAGE 19 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID DISTANCES BEING MEASURED FROM THE CENTER LINE OF POPLAR AVENUE, 60 FEET WIDE.

APN: 6347-011-013

PARCEL 2:

THAT PORTION OF THE SOUTHERLY 99.00 FEET OF THE WESTERLY ONE HALF OF LOT 102 OF MONTEBELLO, IN THE CITY OF MONTEBELLO, AS PER MAP RECORDED IN BOOK 78, PAGE(S) 19 ET SEQ. OF MISCELLANEOUS RECORDS OF SAID COUNTY; WHICH LIES SOUTHWESTERLY OF THE NORTHEASTERLY 231.00 FEET OF SAID LOT AND NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF LOT 102 DISTANT SOUTH 75°53’40 EAST 148.96 FEET FROM THE INTERSECTION OF SAID SOUTHERLY LINE WITH THE EASTERLY LINE OF A STRIP OF LAND UNIFORM DEPTH OF 100.00 FEET EXTENDING THE EAST LINE OF POPLAR AVENUE FROM THE NORTH LINE OF WHITTIER AVENUE (NOW WHITTIER BOULEVARD) TO SAID LOT 102 AS DESCRIBED IN DEED RECORDED IN BOOK 2720, PAGE 129 OF DEEDS; THENCE NORTH 50°37’43” EAST 45.93 FEET; THENCE NORTH 19°26’30” EAST 62.36 FEET TO A POINT IN THE SOUTHERLY LINE OF THE NORTHERLY 231.00 FEET OF SAID LOT 102.

RESERVING UNTO THE GRANTOR, AN EASEMENT FOR WATERLINE PURPOSES OVER THE SOUTHERLY 5.00 FEET OF SAID LAND, SAID EASEMENT TO BE APPURTENANT TO AND FOR THE BENEFIT OF THE LAND AND ANY PART OR PORTION THEREOF, OWNED BY THE GRANTOR, ADJOINING SAID LAND ON THE EAST.

EXCEPT ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A

DEPTH OF 500 FEET OR MORE FROM THE SURFACE OF THE FOLLOWING DESCRIBED LAND, BUT WITHOUT THE RIGHT TO ENTER AND USE THE SURFACE OF THE SUBSURFACE LYING ABOVE A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, AS GRANTED TO FAR WEST OIL CO., A LIMITED PARTNERSHIP, BY DEED RECORDED AUGUST 16, 1971 AS INSTRUMENT NO. 3237 AND 3239.

APN: 6347-011-019

PARCEL 3:

THAT PORTION OF LOT "B" OF MONTEBELLO, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 78, PAGE(S) 19 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 102 OF SAID MONTEBELLO; THENCE SOUTH 75°53'40" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 102, 300.00 FEET; THENCE SOUTHWESTERLY 277.94 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE LAND CONVEYED TO W. W. BLACK, BY DEED RECORDED IN BOOK 6621, PAGE 288 OF DEEDS; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE THEREOF, AND PARALLEL WITH THE NORTHERLY LINE OF THE WHITTIER AVENUE 102.68 FEET TO THE WESTERLY LINE OF SAID LOT "B" BEING ALSO THE EASTERLY LINE OF POPLAR AVENUE; THENCE NORTHEASTERLY 169.70 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT SAID NORTHEAST CORNER OF THE LAND CONVEYED TO SAID W. W. BLACK; THENCE NORTH 50°22'02" EAST 1.87 FEET; THENCE NORTH 56°48'03" EAST 45.04 FEET; THENCE NORTH 50°37'43" EAST 197.10 FEET TO THE SOUTHERLY LINE OF SAID LOT 102 DISTANT THEREON SOUTH 75°53'40" EAST 148.96 FEET FROM THE INTERSECTION OF SAID SOUTHERLY LINE WITH THE EASTERLY LINE OF A STRIP OF LAND UNIFORM DEPTH OF 100.00 FEET EXTENDING ALONG THE EAST LINE OF POPLAR AVENUE FROM THE NORTH LINE OF WHITTIER AVENUE (NOW WHITTIER BOULEVARD) TO SAID LOT 102, AS

DESCRIBED IN THE DEED RECORDED IN BOOK 2720, PAGE 129 OF DEEDS.

EXCEPT ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET OR MORE FROM THE SURFACE OF THE FOLLOWING DESCRIBED LAND, BUT WITHOUT THE RIGHT TO ENTER AND USE THE SURFACE OF THE SUBSURFACE LYING ABOVE A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, AS GRANTED TO FAR WEST OIL CO., A LIMITED PARTNERSHIP, BY DEED RECORDED AUGUST 16, 1971 AS INSTRUMENT NO. 3238.

APN: 6347-012-008

ATTACHMENT D

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
Attn: Director of Planning and Community Development

WITH COPY TO:

Magna & Magna, Inc.
1520 Washington Blvd. #100
Montebello, CA 90640
Attention: Mark D. Magna

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Exempt from recording fees pursuant to Government Code Section 27383

PROJECT B

AFFORDABLE HOUSING REGULATORY AGREEMENT

AND

DECLARATION OF RESTRICTIVE COVENANTS

Between

THE CITY OF MONTEBELLO,

a municipal corporation

("City")

and

MAGNA & MAGNA, INC.,

a California corporation

("Developer")

Development Agreement Exhibit C-2

AFFORDABLE HOUSING REGULATORY AGREEMENT
AND DECLARATION OF RESTRICTIVE COVENANTS

This Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (this "Agreement") is entered into for reference purposes as of _____, 20__ (the "Effective Date"), by and between the **CITY OF MONTEBELLO**, a California municipal corporation ("City") and **MAGNA & MAGNA, INC.,** a California corporation ("Developer"). City and Developer are individually referred to herein as a "Party" and collectively as the "Parties."

R E C I T A L S

A. Developer holds a legal or equitable interest in certain real property which is located in the City of Montebello, and are more particularly described in the "Legal Description of Property" attached hereto as Exhibit A (Project B Site) as shown on the "Site Map" attached hereto as Exhibit B.

B. In 2021, Developer submitted an application to City for the development of a residential housing project consisting of the development and construction of 140 residential apartment units within a 73,807 square foot development site on the Project A Site ("Project A") and 16 units within a 12,500 square foot development site on the Project B Site (("Project B") (Project A and Project B are collectively referred to as the "Project"), of which, thirty (30) units within Project A and two (2) units within Project B shall be restricted to and available at affordable rent, adjusted for household size, to Lower Income Households (as defined in California Health and Safety Code Section 50079.5 and as periodically published by the California Department of Housing and Community Development for a term of fifty-five years (55).

C. On _____, 20___, the City Council adopted, Ordinance No. _____ approving a development agreement dated _____, 20__ pursuant to Government Code Sections 65864 et seq. authorizing the development of the Project affording the Developer greater project latitude, flexibility, development certainty, and vested rights to complete the Project in exchange for certain public benefits provided to the City (the "Development Agreement").

D. As a material consideration for the long term assurances, vested rights, and other City obligations provided by the Development Agreement and as a material inducement to City to enter into the Development Agreement, Developer offered and agreed to provide the Affordable Units, among other public benefits, pursuant to Section 4.3 of the Development Agreement.

E. To ensure the continued affordability of the Affordable Units for the Term, this Agreement shall be executed and recorded against the Property prior to the recordation of any parcel map or final subdivision map or issuance of building permits for the Project, whichever occurs first.

F. The purpose of this Agreement is to restrict the occupancy and rents of the Affordable Units for the benefit of Lower Income Households as set forth in this Agreement. The Parties intend the covenants set forth in this Agreement to run with the land and to be binding upon Developer and Developer's successors and assigns for the full term of this Agreement.

A G R E E M E N T

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. Definitions. The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits:

"Adjusted for Family Size Appropriate for the Unit" means, in the absence of pertinent federal statutes applicable to the Project, adjusted for a household of one person in the case of a studio unit, two persons in the case of a one-bedroom unit, three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, and one additional person for every additional bedroom thereafter.

"Affordable Housing Occupancy Date" means the date of issuance by City of a certificate of occupancy for the residential apartment units on the Property, to be memorialized by the Parties through execution and recordation of the Certificate of Completion.

"Affordable Units" means the two (2) income restricted, multi-family residential rental units for occupancy by Lower Income Households.

"Applicable Laws" means all applicable laws, ordinances, statutes, codes, orders, decrees, rules, regulations, official policies, standards and specifications (including any ordinance, resolution, rule, regulation, standard, official policy, condition, or other measure) of the United States, the State of California, the County of Los Angeles, City of Montebello, or any other political subdivision in which the Project is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over City, Developer, or the Project.

"Affordable Rent" means a monthly Rent that does not exceed one-twelfth of thirty percent (30%) times 60 percent (60%) of the AMI, Adjusted for Family Size Appropriate for the Unit or, for Lower Income Households with a Gross Income that is greater than 60% of AMI, one-twelfth of thirty percent (30%) times the household's actual Gross Income. For purposes of this definition, "Rent" includes a reasonable utility allowance for utilities, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service, Internet, or cable or subscription TV plus other fees and charges required to be paid by tenants of the Affordable Units on a non-optional basis.

"Area Median Income" or **"AMI"** means the median income for the County of Los Angeles, California, adjusted for the actual number of persons in the applicable household, as determined by HUD pursuant to Section 8 of the United States Housing Act of 1937 and as published from time to time by HCD in Section 6932 of Title 25 of the California Code of Regulations or successor provision published pursuant to California Health and Safety Code Section 50093(c).

"Certificate of Compliance" means the form attached hereto as Exhibit C.

"City" means the City of Montebello, a California municipal corporation.

"City Documents" means the Development Agreement and this Agreement.

"City's Authorized Representative" means the Director of Planning and Community Development, or his or her designee.

"Claims" is defined in Section 21.

"Developer" means Magna & Magna, Inc. or its assignee.

"Effective Date" means the date set forth in the first paragraph of this Agreement.

"Gross Income" means the combined, gross, pre-tax income of all adult occupants of the applicant household, as calculated under California Code of Regulations, Title 25, Section 6914.

"**HCD"** means the State of California Department of Housing and Community Development.

"HUD" means the U.S. Department of Housing and Urban Development.

"Indemnitees" is defined in Section 21.

"Lower Income Households" shall have the meaning defined in California Health and Safety Code Section 50079.5 and as periodically published by the California Department of Housing and Community Development.

"Management Agreement" is defined in Section 17.b.

"Market Rate Unit" means a unit that is not restricted for rent or sale to a particular affordability level.

"Marketing and Management Plan" or "Plan" is defined in Section 17.f.

"Party" or "Parties" respectively means City and Developer individually or collectively.

"Project" is defined in Recital B.

"Property" is defined in Recital A.

"Property Manager" is defined in Section 17.b.

"Regulations" means Title 25 of the California Code of Regulations.

"Tenant" shall mean a household occupying an Affordable Unit.

"Term" means the term of this Agreement, commencing upon the Effective Date and ending on the Termination Date.

"Termination Date" is the date that is fifty-five (55) years after the Affordable Housing Occupancy Date.

2. Use and Affordability Restrictions. Developer hereby covenants and agrees, for itself and its successors and assigns, that the Affordable Units shall be used solely in compliance with the Development Agreement and Development Plans as the term is defined under Section 1.18 of the Development Agreement, and the requirements set forth herein. Developer represents and warrants that it has not entered into any agreement that would restrict or compromise its ability to comply with the occupancy and affordability restrictions set forth in this Agreement, and Developer covenants that it shall not enter into any agreement that is inconsistent with such restrictions without the express written consent of City.

3. Construction of Affordable Units.

a. The Parties intend that all of the Affordable Units shall be constructed concurrently with, or earlier than the construction of the Market Rate Units of the Project. City's Authorized Representative may approve, in its sole discretion (which may be withheld for any reason), a modified construction schedule if this timing requirement will create unreasonable delays in the

issuance of certificates of occupancy for Market Rate Units and if the Developer provides satisfactory assurance, as approved by the City's Authorized Representative, that the Affordable Units will be completed prior to completion of all of the Market Rate Units. Each Affordable Unit shall be inspected by the City prior to occupancy to determine that it meets the construction and other standards required by this Agreement. Upon the issuance of a certificate of occupancy by the City, the Parties shall execute and record the Certificate of Compliance.

b. The design, appearance, and general quality of the Affordable Units shall be consistent with the design review standards that are part of the Development Plan and shall be of the same level of materials and finishes as the Project's Market Rate Units.

4. Unit Size Mix for Affordable Units. The Developer shall provide Affordable Units in accordance with the following unit size mix:

	Affordable Units
Singles	0
1 Bdrm	0
2 Bdrm	1
3 Bdrm	1
Total Units	2

5. Income Mix for Affordable Units. A minimum of two (2) Affordable Units shall be made available for rent to Lower Income Households or lower in accordance with Section 6, below.

6. Lower Income Restrictions.

a. Affordability Requirements. For a term of fifty-five (55) years commencing upon the Affordable Housing Occupancy Date, each Affordable Unit shall be rented at an Affordable Rent to (or if vacant, available for occupancy by) a Lower Income Household. Notwithstanding the foregoing, to the extent permitted by law, if a subsidy program under Section 8 of the Housing Act of 1937, as amended, or any other comparable subsidy program, is available to a Tenant or prospective Tenant, Developer may accept and participate in the subsidy program (voucher), and rent the Affordable Unit at the rental rate established by and permitted under the program as defined by HUD, as adjusted for household size. The Tenant's portion of the rent shall not exceed an Affordable Rent, however the Tenant's portion can be less. The amount of rent Developer may receive through the subsidy program can exceed the Affordable Rent, however it shall not be less.

b. Household Income Increases. If upon recertification of an Affordable Unit Tenant's Gross Income, Developer determines that such Tenant's Gross Income has increased and exceeds the qualifying income for a Lower Income Household, then upon the expiration of such Tenant's lease and following sixty (60) days' notice, and if so permitted by local and state law, such tenant shall be required to vacate the unit and Developer shall rent the unit to a Lower Income Household (or, in the alternative, Owner may increase the rent to market-rate rent for the Affordable Unit and designate another unit as an Affordable Unit and rent that unit to a Lower Income Household, provided that a comparable unit is then available) to restore the affordability mix required by this Agreement. In addition, should a Tenant's Gross Income exceed the qualifying income for a Lower Income Household, and should this section cause the Tenant's Rent to exceed the requirements of this Agreement, Developer shall still be deemed in compliance with this Agreement until such time as Tenant is required to move out pursuant to this Agreement, at which point the Affordable Unit

shall be rented as an Affordable Unit as needed to restore the affordability mix required by this Agreement.

8. No Condominium Conversion. To the extent permitted by law, in the event that Developer converts the Project to condominium or cooperative tenantship or sells condominium or cooperative rights to the Project or any part thereof during the Term of this Agreement, the Affordable Units shall remain rental units under the terms of this Agreement during the Term of this Agreement.

9. Tenant Certification. For each Affordable Unit, prior to the initial occupancy of such Affordable Unit, and upon each successive lease or annual lease renewal for such Affordable Unit thereafter for the remainder of the term of this Agreement, Developer or Developer's authorized agent shall obtain from that household a written certificate containing all of the following in such format and with such supporting documentation as City may reasonably require:

(i) The identity of each household member; and
(ii) The total household Gross Income.

Developer shall retain such certificates for not less than three (3) years, and upon City's request, shall provide copies of such certificates to City and make the originals available for City inspection.

10. Affordable Unit Occupancy. In the Affordable Units, no fewer than one occupant shall be allowed per bedroom, unless a reasonable accommodation is required pursuant to state or federal fair housing laws. A studio shall count as a one-bedroom unit for the purposes of these occupancy requirements. If no Lower Income Households apply within sixty (60) days of an Affordable Unit being available that meet these occupancy standards, the City shall, upon request of Developer, grant exceptions to the occupancy standards, but only to the extent such exceptions are consistent with Applicable Laws, and do not increase City's obligations or liabilities under this Agreement, or diminish or impair City's rights and remedies under this Agreement.

11. Annual Report; Inspections. By not later than April 1 of each year during the term of this Agreement, commencing with the year following the year of the Affordable Housing Occupancy Date (reflecting information from the year of the Affordable Housing Occupancy Date), Developer shall submit an annual report ("Annual Report") to City in a form reasonably satisfactory to City, together with Developer's certification that the Affordable Units are in compliance with the requirements of this Agreement. The Annual Report shall, at a minimum, include the following information for each Affordable Unit: (i) unit number; (ii) number of bedrooms; (iii) current rent and other charges; (iv) dates of any vacancies during the previous year; (v) number of people residing in the unit; (vi) total gross household income of residents; (vii) documentation of source of household income; and (viii) the information required by Section 9, above. Upon the written request of City and not less than four (4) business days' prior written notice, and at no expense to Developer, Developer shall allow City's Authorized Representative to inspect and copy all records documenting the source of household income.

12. Non-Discrimination; Compliance with Fair Housing Laws.

a. Preference for Displaced and Local Residents. In order to ensure that there is an adequate supply of affordable housing within the City of Montebello for residents and employees of businesses within the City, to the extent permitted by law and consistent with the program regulations for funding sources used for development of the Affordable Units, within the pool of eligible applicants, Developer shall endeavor to give priority to qualified households with members who live or work in the city limits of Montebello. In the event there are fewer applicants for the Affordable Units that meet the criteria specified in this paragraph than there are available Affordable Units, such

units shall be made available to members of the general public who are qualified Lower Income Households. Notwithstanding the foregoing, in the event of a conflict between this provision and the provisions of Section 42 of the Internal Revenue Code of 1986, as amended, the provisions of such Section 42 shall control if such provisions apply to the project due to Affordable Unit financing sources.

b. Fair Housing. Developer shall comply with state and federal fair housing laws in the marketing and rental of the Affordable Units. With respect to the Affordable Units, Developer shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing Section 8 program or any successor thereto.

13. Non-Discrimination. Developer shall not restrict the rental, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Affordable Units on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Developer covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Affordable Units, nor shall Developer or any person claiming under or through Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Affordable Units.

14. Reporting Requirements; Access to Information; Inspections.

a. Maintenance of Records. Developer shall maintain Affordable Unit tenant leases, income certifications and other matters related to the leasing of the Affordable Units for a period of not less than three (3) years after the final date of occupancy by the tenant. Records related to compliance with this Agreement must be kept accurate and up-to-date. City shall notify Developer of any records it deems insufficient. Developer shall have thirty (30) calendar days from such notice to correct any specified reasonable deficiency in the records, or, if more than thirty (30) days shall be reasonably necessary to correct the deficiency, Developer shall begin to correct the deficiency within thirty (30) days and diligently pursue the correction of the deficiency as soon as reasonably possible.

b. Access to Records; Inspections.

(i) Developer shall provide City and its authorized agents and representatives reasonable access to any books, documents, papers and records associated with the Affordable Units for the purpose of making audits, examinations, excerpts and transcriptions in connection with monitoring compliance with this Agreement, during normal business hours of Developer, upon the City's written request and not less than four (4) business days' prior written notice, and at no expense to Developer.

(ii) With four (4) business days' prior written notice, during normal business hours and as often as may be deemed necessary, and at no expense to Developer, City and its authorized agents and representatives shall be permitted access to and the right to examine the Affordable Units and to interview tenants and employees of the Affordable Units, for the purpose of verifying compliance with applicable regulations and compliance with the conditions of this Agreement.

(iii) Matters discovered by City shall not be disclosed to third parties unless required by law or unless otherwise resulting from or related to the pursuit of any remedies or the assertion of any rights of City hereunder subject to any right of Developer to seek a protective order to prevent the disclosure of any confidential or privileged information.

15. Term of Agreement.

a. Term of Restrictions. This Agreement shall commence upon the Effective Date and shall remain in effect until the Termination Date.

b. Effectiveness Survives Conveyance of Property. This Agreement shall remain effective and fully binding on all portions of the Property for the full term hereof, regardless of any sale, assignment, transfer, refinancing, or conveyance of the Affordable Units or the Project or any part thereof or interest therein.

c. Reconveyance. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge this Agreement; provided, however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement upon the expiration of the Term.

16. Binding Upon Successors; Covenants to Run with the Land. Developer hereby subjects its interest in the Affordable Units to the covenants and restrictions set forth in this Agreement. City and Developer hereby declare their express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of Developer and City, regardless of any sale, assignment, refinancing, conveyance or transfer of the Affordable Units, or any part thereof or interest therein, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by City. Any successor-in-interest to Developer, including without limitation any purchaser, transferee or lessee of the Affordable Units (other than the tenants of the individual Affordable Units) shall be subject to all of the duties and obligations imposed hereby for the full term of this Agreement. Each and every contract, deed, lease or other instrument affecting or conveying the Affordable Units or any part thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, lease or other instrument. If any such contract, deed, lease or other instrument has been executed prior to the date hereof, Developer hereby covenants to obtain and deliver to City an instrument in recordable form signed by the parties to such contract, deed, lease or other instrument pursuant to which such parties acknowledge and accept this Agreement and agree to be bound hereby.

Developer agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Affordable Units in favor of City.

Without limiting the generality of the foregoing, Developer and City hereby declare their understanding and intent that:

(i) The covenants and restrictions contained in this Agreement shall be construed as covenants running with the land pursuant to California Civil Code section 1468 and not as conditions which might result in forfeiture of title by Developer;

(ii) The burden of the covenants and restrictions set forth in this Agreement touch and concern the Property in that the Developer's legal interest in the Property and all improvements thereon are rendered less valuable thereby; and

(iii) The benefit of the covenants and restrictions set forth in this Agreement touch and concern the land by enhancing and increasing the enjoyment and use of the Property by the Affordable Unit tenants.

(iv) All covenants and restrictions contained herein without regard to technical classification or designation shall be binding upon Developer and its successors in interest for the benefit of the City, and such covenants and restrictions shall run in favor of the City for the entire period during which such covenants and restrictions shall be in force and effect, without regard to whether the City is an owner of any land or interest therein to which such covenant and restrictions relate.

17. Project Construction; Property Management; Repair and Maintenance; Marketing.

a. Management Responsibilities. Developer shall be responsible for all management functions with respect to the Affordable Units, including without limitation the selection of tenants, certification and recertification of household income and eligibility, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. City shall have no responsibility for construction, rehabilitation, management, repair, maintenance or marketing of the Affordable Units.

b. Management Entity. If Developer enters into a separate property management agreement ("**Management Agreement**") with a property management company or other organization in order to manage the Affordable Units (including leasing, property management, maintenance and repair services, and reporting obligations) and ensure that Developer's obligations under this Agreement with respect to the Affordable Units are satisfied ("**Property Manager**"), the Management Agreement shall not relieve Developer of its primary responsibility for proper performance of management duties. The Property Manager shall have the requisite skill and experience to implement the Marketing and Management Plan required under Section 17.f. of this Agreement.

c. Management Policies. Developer shall adopt and implement written management policies with respect to the Affordable Units that comply with the provisions of this Agreement. The Developer shall provide copies of its management policies to City upon their initial adoption and thereafter upon the City's written request.

d. Repair, Maintenance and Security. Throughout the term of this Agreement, Developer shall at its own expense, maintain the Affordable Units in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations. Without limiting the foregoing, Developer agrees to maintain the Affordable Units (including without limitation, the residential units, common areas, landscaping, driveways, parking areas and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Affordable Units. Developer shall prevent and/or rectify any physical deterioration apart from reasonable wear and tear of the Affordable Units and the Project and shall make all repairs, renewals and replacements necessary to keep the Affordable Units and the improvements located therein in good condition and repair. Developer shall provide adequate security measures for the Project, including without limitation, the installation of adequate lighting and deadbolt locks.

e. Additional Requirements. All construction work and professional services for the Affordable Units shall be performed by persons or entities licensed or otherwise authorized to perform the applicable work or service in the State of California if required under local law. To the extent allowed by state and federal laws, Developer shall limit the installation of satellite dish, antenna and other such equipment to screened locations on the Affordable Unit buildings as approved by City. Developer shall diligently work to resolve complaints related to noise, parking, litter or other neighborhood concerns.

f. Marketing and Management Plan. Prior to the issuance of a certificate of occupancy for the residential apartment units located on the Project A Site Developer shall adopt and implement a plan for marketing and managing the Affordable Units (the "**Marketing and Management Plan**" or "Plan"). The Marketing and Management Plan shall address in detail how Developer plans to market the Affordable Units to prospective Lower Income Households in accordance with fair housing laws and this Agreement, Developer's tenant selection criteria, and how Developer plans to certify the eligibility of Lower Income Households. The Plan shall also describe the management team and shall address how Developer and the management entity plan to manage and maintain the Affordable Units. The Developer shall provide a copy of the Marketing and Management Plan to City upon its initial adoption, and thereafter upon the City's written request and in connection with material modifications to the Marketing and Management Plan. Developer shall abide by the terms of the Marketing and Management Plan in marketing, managing, leasing, and maintaining the Affordable Units and the Project.

g. Fees, Taxes, and Other Levies. Developer shall be responsible for payment of all fees, assessments, taxes, charges, liens and levies applicable to the Affordable Units, including without limitation possessory interest taxes, if applicable, imposed by any public entity, and shall pay such charges prior to delinquency. However, Developer shall not be required to pay any such charge so long as (a) Developer is contesting such charge in good faith and by appropriate proceedings, (b) Developer maintains reserves adequate to pay any contested liabilities, and (c) on final determination of the proceeding or contest, Developer immediately pays or discharges any decision or judgment rendered against it, together with all costs, charges and interest. Developer shall have all rights under Applicable Law to appeal the valuation of the Project (including but not limited to the Affordable Units, any improvements, fixtures or appurtenances, and any personal property) for tax purposes, and nothing herein shall be deemed to preclude Developer from applying for a Welfare Exemption or other taxation relief as a result of the affordability and public benefit provided by the Affordable Units.

h. Property Damage or Destruction. If any part of the Affordable Units are damaged or destroyed, Developer shall repair or restore the same, consistent with the occupancy and rent restriction requirements set forth in this Agreement, provided that insurance proceeds are available to be applied to such repairs or restoration within such period and the repair or restoration is financially feasible. Such work shall be commenced as soon as reasonably practicable after the damage or loss occurs and shall be completed within one year thereafter or as soon as reasonably practicable, provided that insurance proceeds are available to be applied to such repairs or restoration within such period and the repair or restoration is financially feasible. During such time that lenders providing financing for the construction of the Project impose requirements that differ from the requirements of this Section the requirements of such lenders and investors shall prevail.

18. Recordation; Subordination. This Agreement shall be recorded in the Official Records of County of Los Angeles no later than the date on which the final subdivision map for the Project is recorded

or issuance of building permits for the Project. Developer hereby represents, warrants and covenants that with the exception of easements of record, absent the written consent of City, this Agreement shall not be subordinated in priority to any lien (other than those pertaining to taxes or assessments), encumbrance, or other interest in the Affordable Units. The City shall not unreasonably withhold its consent to subordinate this Agreement to the deeds of trust and regulatory agreements required by Developer's construction and permanent lenders (each a "**Senior Interest**") in a form reasonably approved by the City, if the subordination request meets the following conditions:

(i) All of the proceeds of loans related to the proposed Senior Interest, less any transaction costs, must be used to provide construction and/or permanent financing for the Affordable Units or the Project.

(ii) The subordination agreement(s) must be structured to minimize the risk that this Agreement would be extinguished as a result of a foreclosure by the proposed lender of a Senior Interest (each a "Senior Lender") or other holder of the Senior Interest. To satisfy this requirement, the subordination agreement must provide the City with adequate rights to cure any defaults by Developer, including: (i) providing the City or its successor with copies of any notices of default in the same manner as provided to Developer at the same time or promptly thereafter such notice is provided to the Developer; and (ii) providing the City with a cure period of at least thirty (30) days to cure any default.

(iii) The subordination does not require the consent of the Senior Lender prior to the City exercising remedies available to the City under this Agreement.

19. No Impairment of Lien. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument; provided, however, that any successor in interest to the Affordable Units shall be bound by such covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

20. Default and Remedies.

a. Events of Default. An Event of Default shall arise hereunder if Developer fails to perform any obligation under this Agreement and fails to cure such default within thirty (30) days after the City has notified the Developer in writing of the default, or if the default cannot be cured within thirty (30) days, has failed to commence to cure within thirty (30) days and thereafter diligently pursued such cure and completed such cure within a reasonable time.

b. Remedies. Upon the occurrence of an Event of Default and its continuation beyond any applicable cure period, City may proceed with any of the following remedies:

i. Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief;

ii. For violations of obligations with respect to rents for residential units in the Affordable Units, impose as liquidated damages a charge in an amount equal to the actual amount collected in excess of the Affordable Rent; and/or

iii. Pursue any other remedy allowed under the City Documents or at law or in equity.

Each of the remedies provided herein is cumulative and not exclusive. City may exercise from time to time any rights and remedies available to it under Applicable Law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement. Any failure or delay by City in asserting any of its rights or remedies, including specific performance, as to any Event of Default shall not operate as a waiver of any default or of any such rights or remedies or deprive City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

21. Indemnity. To the fullest extent permitted by law, Developer shall indemnify, defend and hold City and its elected and appointed officers, officials, employees, agents, consultants, contractors and representatives (collectively, the "**Indemnitees**") harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "**Claims**") arising directly or indirectly, in whole or in part, as a result of or in connection with Developer's performance of or any failure to perform any obligation as and when required by this Agreement. Developer's indemnification obligations under this Section 21 shall not extend to Claims resulting solely from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 21 shall survive the expiration or earlier termination of this Agreement.

22. Expenses. Developer agrees to pay an annual monitoring fee for compliance with this Agreement, which fee shall initially be $20 per Affordable Unit per year, as may be modified by resolution of the City Council which is in force and effect for a similar class of affordable units.

23. Miscellaneous.

a. Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties and recorded in the Official Records of The County of Los Angeles.

b. No Waiver. Any waiver by City of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or Applicable Law. No failure or delay by City at any time to require strict performance by Developer of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

c. Notices. Except for any notice, demand or communication required under applicable law to be given in another matter, all notices, demands and communications to be sent pursuant to this Agreement shall be made in writing, and sent to the parties at their respective addresses specified below or to such other address as a party may designate by written notice delivered to the other parties in accordance with this Section. All notices, demands or communications shall be sent by personal delivery or by reputable overnight delivery service (which provides a delivery receipt) (and not by the United States Postal Service)postage prepaid, and, if to Developer, also by e-mail. Any notice, demand or communication shall be deemed given, received, made or communicated as of the earlier of the date personal delivery is effected or, if sent in the manner herein specified, on the delivery date or date delivery is refused by the addressee, or, if sent to Developer by e-mail, the date receipt of e-mail notice is acknowledged. Either party may change its address at any time by giving written notice of such change to City or Developer as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

Any notice to be delivered to Developer shall be addressed as follows:

To Developer: Magna & Magna, Inc.
1520 Washington Blvd. #100
Montebello, CA 90640
Attention: Mark D. Magna
E-Mail: mark@magnareg.com

With copy to: Mark Armbruster
Armbruster Goldsmith & Delvac LLP
12100 Wilshire Blvd., Suite 1600
Los Angeles, CA 90025
E-Mail: mark@agd-landuse.com

Any notice to be delivered to City shall be addressed as follows:

To City: City of Montebello
1600 W Beverly Blvd
Montebello, CA 90640
Attention: Planning & Community Development Director

With copy to: Alvarez-Glasman & Colvin
13181 Crossroads Parkway
North Suite 400 West Tower
City of Industry, CA 91746
Attn: Arnold M. Alvarez-Glasman, City Attorney
E-Mail: aglasman@agclawfirm.com

d. Further Assurances. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

e. Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Developer and City shall not be construed as a joint venture, equity venture, partnership or any other relationship. City neither undertakes nor assumes any responsibility or duty to Developer (except as expressly provided in this Agreement) or to any third party with respect to the Project. Developer and its employees are not employees of City but rather are, and shall always be considered independent contractors. Furthermore, Developer and its employees shall at no time pretend to be or hold themselves out as employees or agents of City. Except as City may specify in writing, Developer shall not have any authority to act as an agent of City or to bind City to any obligation.

f. Action by City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by City's Authorized Representative or by any person who shall have been designated by City's Authorized Representative, without further approval by the City Council.

g. No Third Party Beneficiaries. This Agreement is not intended to be for the benefit of any person other than the parties and their permitted successors and assigns.

h. Non-Liability of City and City Officials, Employees and Agents. No member, official, employee or agent of City shall be personally liable to Developer or any successor in interest, in the event of any default or breach by City, or for any amount of money which may become due to Developer or its successor or for any obligation of City under this Agreement.

i. Headings; Construction; Statutory References. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of Montebello shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

j. Time is of the Essence. Time is of the essence in the performance of this Agreement.

k. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of The County of Los Angeles, California or in the Federal District Court for the Northern District of California.

l. Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

m. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

n. Entire Agreement; Exhibits. This Agreement contains the entire agreement of Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements between the Parties with respect thereto. Exhibits A-1 and A-2, Exhibits B-1 and B-2, and Exhibit C attached hereto are incorporated herein by this reference.

o. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[*Signatures on the following page(s)*]

IN WITNESS WHEREOF, the Parties have executed this Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants as of the date first written above.

MAGNA & MAGNA, INC. a California corporation ("Developer")

By: _____
Mark D. Magna
President

CITY OF MONTEBELLO, a municipal corporation ("City")

By: _____
René Bobadilla
City Manager

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman
City Attorney

ATTEST:

By: _____
Irma Barajas
City Clerk

[*Principal Signatures to be notarized*]

Exhibit A
to Development Agreement Exhibit C-2

Legal Description

(Project B Site)

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

PARCEL A:
LOT 8, OF TRACT NO. 7783, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 99, PAGE 60 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 6346-020-012

PARCEL B:

LOT 10, OF TRACT NO. 7783, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 99, PAGE 60 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 6346-020-01

Exhibit B
to Development Agreement Exhibit C-2

Exhibit C
to Development Agreement Exhibit C-2

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
Attn: Director of Planning and Community Development

WITH COPY TO:

Magna & Magna, Inc.
1520 Washington Blvd. #100
Montebello, CA 90640
Attention: Mark D. Magna

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Exempt from recording fees pursuant to Government Code Section 27383

CERTIFICATE OF COMPLETION (PROJECT B)

THIS CERTIFICATE OF COMPLETION ("Certificate of Completion") is made by the CITY OF MONTEBELLO, California municipal corporation ("City"), in favor of MAGNA & MAGNA, INC., a California corporation ("Developer"), as of the date set forth below.

RECITALS

A. City and Developer have entered into that certain Affordable Housing Regulatory Agreement

("Agreement") dated _____, 20__, concerning the development of affordable multifamily rental housing on certain real property situated in the City of Montebello, California, as more fully described in Exhibit A attached hereto and made a part hereof (the "Property"). The Agreement was recorded in the Official Records of The County of Los Angeles on _____, 20__, as Instrument No._____.

B. As referenced in Section 1 of the Agreement, the Affordable Housing Occupancy Date shall mean the date of issuance by City of a certificate of occupancy for the residential apartment units on the Property, as memorialized in a Certificate of Completion to be executed by City and Developer and recorded in the Official Records of The County of Los Angeles.

NOW, THEREFORE, City and Developer hereby agree as follows:

1. City has issued to Developer a certificate of occupancy for the residential apartment units on the Property as of _____, 20__. Accordingly, as provided in the Agreement, the Affordable Housing Occupancy Date shall mean _____, 20__ and the Termination Date shall mean _____, 20__.

2. This Certificate of Completion shall not be deemed or construed to constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the construction and development of the Project or any portion thereof. This Certificate of Completion is not a notice of completion as referred to in Section 8182 of the California Civil Code.

[*Signatures on the following page(s)*]

IN WITNESS WHEREOF, City and Developer have executed this Certificate of Completion this _____ day of _____, 20__.

MAGNA & MAGNA, INC. a California corporation ("Developer")

By:

_____

_____

Mark D. Magna

President

CITY OF MONTEBELLO, a municipal corporation ("City")

By: _____

René Bobadilla
City Manager

APPROVED AS TO FORM:

By: _____

Arnold M. Alvarez-Glasman
City Attorney

ATTEST:

By: _____

Irma Barajas
City Clerk

[*Principal Signatures to be Notarized*]

Exhibit A
to Certificate of Completion

Legal Description

(Project B Site)

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

PARCEL A:
LOT 8, OF TRACT NO. 7783, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 99, PAGE 60 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 6346-020-012

PARCEL B:

LOT 10, OF TRACT NO. 7783, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 99, PAGE 60 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 6346-020-01