



**PLANNING COMMISSION
MEETING AGENDA**

TUESDAY, JUNE 20, 2023 AT 6:30 PM

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

PLANNING COMMISSION MEMBERS

**VICTOR CUEVAS, CHAIR
ALICIA MORALES, PLANNING COMMISSIONER
NATALIA LOMELI, PLANNING COMMISSIONER
JOELLA VALDEZ, PLANNING COMMISSIONER
ARMANDO MEDINA, PLANNING COMMISSIONER**

CITY STAFF

**JOSEPH PALOMBI, DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT
MONICA MERCADO-RODRIGUEZ, PLANNING MANAGER
NVAIR G. DEUKMEJIAN, DEPUTY CITY ATTORNEY
SAMANTHA NEVAREZ, MANAGEMENT ANALYST**

NOTICES

This Planning Commission Meeting will be held in person and will meet at **City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California**. The meeting will be live streamed and can be watched on the City's website and YouTube Channel via the following link: <https://www.montebelloca.gov>, 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, Management Analyst 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.

PUBLIC COMMENTS:

In-Person: For those interested in participating during the Public Comment period(s) or public testimony period for Public Hearings of the Planning Commission meetings, you may address the Planning Commission in person the day of the meeting. Speakers will be required to complete a speaker card provided at the door and submit it to Samantha Nevarez, Management Analyst prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received.

Via Email: The public may also submit emailed comments via the following email address: pcpubliccomment@montebelloca.gov up until the day of the meeting, Tuesday, June 20, 2023 at 6:00 p.m. These comments will be submitted to all members of the Planning Commission and will not be read aloud, but will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda or otherwise address matters/issues within the subject matter jurisdiction of the Planning Commission. Any requests to provide public comment which is submitted after the deadlines indicated above will not be submitted to the Planning Commission, with the exception of non-agenda written item comments which will be held over for the next regularly scheduled meeting.

AGENDA MATERIALS: The agenda and agenda packet related to items on this agenda are available for public inspection at City's website at: [Agendas, Minutes, and Videos](#),

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

PUBLIC COMMENTS (30 MINUTES)

At this time, the general public may address the Commission/Committee on any items listed on the Agenda, including items not listed on the Agenda (Non-Agenda Items) that are within subject matter jurisdiction. 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 Commission/ Committee 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 Chairperson.

STAFF COMMUNICATIONS

PUBLIC HEARING

1. **Zone Change ("ZC"), Site Plan Review ("SPR"), and Tentative Parcel Map ("TPM") (Case No. PC-2022-0003-ZC-SPR-TPM) to amend the zoning designation from C-R (Commercial Restricted) to C-R-HOO (Commercial Restricted with the Housing Opportunity Overlay or "HOO" zoning designation), to allow the construction of sixteen (16) residential dwelling units at the properties located at 608, 612, and 616 Hart Place (the "Project Site"), and to merge the three (3) parcels into one (1) parcel totaling approximately 19,000 square feet.**

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

1. ADOPT Resolution No. 05-23 recommending that the City Council approve a zone change from C-R to C-R-HOO and approve Development Agreement No. 01-22 and Density Bonus Agreement between the City of Montebello and San Giorgio, LLC, and making the related findings that the proposed project is consistent with the Montebello General Plan; and
2. ADOPT Resolution No. 04-23 approving Site Plan Review (SPR) and Tentative Parcel Map (TPM) (Case No. PC-2022-0003-ZC-SPR-TPM) with conditions requiring the Zone Change and Tentative Parcel Map to be finalized prior to the construction of the sixteen units on the Project Site; and
3. DETERMINE AND FIND that the project (ENV No. 13-22-CE) is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 related to "In-Fill Development Projects" that are consistent with the City's general plan policies and zoning regulations and pursuant to CEQA Guidelines Section 15061(b)(3) related to CEQA only applying to projects which have the potential for causing a significant effect on the environment.

PLANNING COMMISSION ORALS

Planning Commission member announcements; requests for future agenda items; conference/meetings reports.

ADJOURNMENT

The City of Montebello Planning Commission will adjourn to the next Regular Meeting on July 4, 2023 at 6:30 p.m. at City Hall Council Chambers located at 1600 W. Beverly Boulevard, Montebello, CA 90640.

I, Samantha Nevarez, Management Analyst for the City of Montebello, hereby certify that a copy of this agenda has been

posted on or before Thursday, June 15, 2023 at 5:30 p.m.

A handwritten signature in black ink, appearing to read 'S. Nevarez', written over a horizontal line.

Samantha Nevarez, Management Analyst



ITEM # 1

**CITY OF MONTEBELLO
PLANNING COMMISSION AGENDA STAFF REPORT**

TO: Members of the Planning Commission

FROM: Joseph Palombi, Planning & Community Development Director

BY: Daniel Ruiz, Assistant Planner

SUBJECT: Zone Change (“ZC”), Site Plan Review (“SPR”), and Tentative Parcel Map (“TPM”) (Case No. PC-2022-0003-ZC-SPR-TPM) to amend the zoning designation from C-R (Commercial Restricted) to C-R-HOO (Commercial Restricted with the Housing Opportunity Overlay or “HOO” zoning designation), to allow the construction of sixteen (16) residential dwelling units at the properties located at 608, 612, and 616 Hart Place (the “Project Site”), and to merge the three (3) parcels into one (1) parcel totaling approximately 19,000 square feet.

DATE: June 20, 2023

RECOMMENDATION(S):

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

1. ADOPT Resolution No. 05-23 recommending that the City Council approve a zone change from C-R to C-R-HOO and approve Development Agreement No. 01-22 and Density Bonus Agreement between the City of Montebello and San Giorgio, LLC, and making the related findings that the proposed project is consistent with the Montebello General Plan; and
2. ADOPT Resolution No. 04-23 approving Site Plan Review (SPR) and Tentative Parcel Map (TPM) (Case No. PC-2022-0003-ZC-SPR-TPM) with conditions requiring the Zone Change and Tentative Parcel Map to be finalized prior to the construction of the sixteen units on the Project Site; and
3. DETERMINE AND FIND that the project (ENV No. 13-22-CE) is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 related to “In-Fill Development Projects” that are consistent with the City’s general plan policies and zoning regulations and pursuant to CEQA

Guidelines Section 15061(b)(3) related to CEQA only applying to projects which have the potential for causing a significant effect on the environment.

FISCAL IMPACT:

None.

BACKGROUND:

PROJECT /APPLICANT INFORMATION

Project Location: 608, 612, and 616 Hart Place
Project Applicant: Feng Xiao Architect, Inc.
Property Owner: San Giorgio, LLC
General Plan Designation: Medium Density Residential
Zoning: C-R (Commercial Restricted)
Existing Use on Property: Residential

On January 25, 2022, Feng Xiao Architect, Inc. ("Applicant"), on behalf of San Giorgio, LLC ("Property Owner"), filed an application for a Zone Change, Site Plan Review, and a Tentative Parcel Map (PC-2022-0003-ZC-SPR-TPM) to change the zoning from C-R to C-R-HOO at the Project Site to allow the construction of sixteen (16) dwelling units and merge three parcels into one parcel at the Project Site.

On April 20, 2022, staff issued a deemed complete letter to the Applicant.

PROJECT DESCRIPTION

The proposed project is a 16-unit, multi-family residential development on three (3) parcels located at 608, 612, and 616 Hart Place (Assessor's Parcel Numbers 6346-026-007, 6346-026-008, and 6346-026-009, respectively) totaling 19,140 square feet (.44 acres).

For the proposed project to be approved in compliance with the City's Municipal Code, the applicant is requesting approval of the following entitlement requests:

- Zone Change (changing zoning designation to Commercial Restricted with Housing Opportunity Overlay Zone)
- Development Agreement and Density Bonus Agreement
- Site Plan Review (construct 16 residential units)
- Tentative Parcel Map (merge three parcels into one)

Project Site

The Project Site is zoned for Commercial Restricted (C-R) and is designated Medium

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Density Residential under the Land Use Element of the General Plan. Land uses surrounding the Project Site are primarily residential uses. The surrounding zoning and land uses are listed as follows:

Direction	Zone	Land Use
North	R-3	Medium Density Residential
South	C-2	General Commercial
East	R-2	Medium Density Residential
West	C-R	Medium Density Residential

The Project site is comprised of three (3) parcels with each parcel being approximately 6,400 square feet in area. Two (2) of the three (3) parcels are currently developed with single family residential units. The applicant is proposing to demolish the existing structures to build sixteen (16) townhome style residential units and related amenities across three (3) parcels. The sixteen (16) units proposed as a part of this project are compatible with the surrounding area considering that there is a significant number of residential developments in the vicinity which have high densities.

ZONE CHANGE

The applicant is requesting to amend the zoning designation from Commercial Restricted to Commercial Restricted with a Housing Opportunity Overlay Zone to allow the development of sixteen (16) townhome style residential units across three (3) parcels.

The intent of the HOO zone is to facilitate the development of housing on underutilized sites which are currently zoned either high density residential, commercial, and/or manufacturing. Applying the HOO zone to the Project Site will allow the development of high-density residential units otherwise not allowed under the current zoning designation (Commercial Restricted) provided that the project includes at least twenty (20) percent of the total number of residential units within the project at prices affordable to low-income or below households as defined in state law for a minimum of fifty-five (55) years. The applicant is proposing a total of four (4) units within the Project at a rent affordable to Lower Income Households as defined by the California Health and Safety Code Section 50079.5. To ensure that the property complies with the requirements of the HOO, a Development Agreement and a Density Bonus Housing Agreement and Declaration of Restrictive Covenants will be entered into between the City of Montebello and San Giorgio, LLC, the property owner.

Through the Development Agreement, the project will result in a variety of community benefits which includes four (4) affordable housing units, provides an opportunity for local hiring of contractors and builders, and increases housing supply and the variety of housing types available in the city. Per Section 17.47.080 of the Montebello Municipal Code ("MMC"), the development agreement must be executed and recorded prior to the recording of any final map for the property or prior to the issuance of any building permits for the project, whichever comes first.

Pursuant to Chapter 17.76 (Zone Changes and Amendments) of the MMC, the application for a zone change shall be made on a form provided by the City. The City's

application for zone changes requires the applicant to thoroughly respond to the following items:

1. Describe how the proposed Zone Change is consistent with the objectives and policies of the General Plan;

The zone change is consistent with the objectives and policies of the General Plan in that the General Plan seeks to propose and implement practices which are responsive to the needs of the community. The proposed Zone Change will facilitate the development of housing in the project area which should assist in meeting the housing needs of the Montebello community. The General Plan Land Use and Housing Element analysis provided below further demonstrate how the proposed zone change is consistent with the objectives and policies of the General Plan. Additionally, the site is physically suitable for the proposed zone change and the increased density should not pose any significant issues for the surrounding parcels considering that the Project Site is primarily surrounded by multiple family residences in the area. The proposed zone change is not likely to cause any substantial environmental damage and is not likely to cause any serious public health problems. Additionally, the proposed zone change will not conflict with any easements.

2. Detail why the proposed Zone Change is necessary;

The Zone Change is necessary because the proposed project is not achievable under the current Commercial Restricted (C-R) zoning designation of the property. Based on Chapter 17.24 of the MMC, the purpose of the C-R zone is to provide areas for professional offices and related uses close to residential areas, but residential units are typically not allowed in this zoning designation. By applying the Housing Opportunity Overlay Zone to the property, greater flexibility will be provided to the developer of the project site and the residential units proposed will not contradict the intended use of the zone. Additionally, it is anticipated that the development of housing in this vicinity will stimulate economic development and promote the public good by providing housing for a range of income levels.

3. Describe how the proposed Zone Change will not create problems harmful to the public health, safety, and general welfare;

The parcels existing at the project site are currently occupied by multiple residential buildings. While the density of the development at the project site would increase if the Zone Change and the related entitlements are approved, it is not anticipated that the project will create problems harmful to the public health, safety, and general welfare. The proposed Zone Change and development can be beneficial to the public health, safety, and general welfare by creating a greater demand for resources in the area, bringing in construction and related jobs, as well as by providing a more abundant supply of housing for various income levels. Additionally, there are a significant number of higher density properties in the vicinity which should limit the impact of the proposed development on the local community. The proposed Zone Change and development has been reviewed

by various city departments including the fire department, building division, police department, as well as other departments and the feedback provided by the city's departments will help to ensure that the project will not create problems harmful to the public health, safety, and general welfare.

GENERAL PLAN LAND USE AND HOUSING ELEMENTS

The General Plan Land Use designation for the Project Site is Medium Density Residential and a general plan amendment is not proposed in conjunction with this specific project proposal. The following General Plan Land Use Element and Housing Element goals and policies are applicable to the proposed development:

General Plan Land Use Element Goal #1 is “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.”

General Plan Land Use Residential Policy #1 states that “residential development should aim for the density standards outlined in the Housing Element of the General Plan.”

General Plan Land Use Residential Policy #2 states that “residential development of varying densities and housing types should be compatible among themselves and with adjacent commercial and industrial development”.

General Plan Land Use Element Residential Policy #3 states that “opportunities for a variety of living needs should be available in various locations throughout the City”.

General Plan Land Use Element Residential Policy #4 states that “the existing medium density residential area characterized by mixed housing types in the central portion of Montebello should be retained”.

General Plan Housing Element Goal #2 is to “increase housing production to improve affordability for the City’s current and future residents.”

General Plan Housing Element Policy #2.4 states that “the City shall increase housing supply and reduce displacement by permitting housing in commercial zones.”

General Plan Housing Element Policy #2.6 states that “the City shall streamline entitlement and permitting process to reduce the cost of new housing and to accelerate housing production.”

General Plan Housing Element Goal #3 is to “ensure fair and equal housing opportunity.”

General Plan Housing Element Policy #3.1 states that “through Inclusionary Housing requirements and Density Bonus incentive, the City will facilitate development of affordable housing within high resources areas”.

The proposed project conforms to the City of Montebello General Plan Land Use and

Housing Elements in that the proposed development will allow for the more reasonable development of the lots on which the project is proposed, provide additional housing opportunities, including affordable housing, and add to the variety of housing types available in the City. General Plan Land Use Element Residential Policy #4 explicitly states that the existing medium density residential area in the central portion of the City should be retained. Given that the project site is designated for medium density residential uses but has been utilized for low density residential uses provides further justification for why the higher density proposed should be allowed at the site. The additional density at the site is also compatible with the adjacent commercial areas in that the higher number of residents in the vicinity can positively impact the local businesses in the downtown area by generating more foot traffic. While the subject site is currently zoned as a commercial site under the City's Commercial Restricted (C-R) zone, the application of the Housing Opportunity Overlay Zone would allow for housing to be proposed at the site which is in line with the intent of permitting housing in commercial zones found within General Plan Housing Element Policy #2.4. The addition of both market rate and affordable housing provided by the project will positively impact housing outcomes in the area by increasing the housing opportunities available to the local community. Additionally, the increase of affordable housing at the project site is consistent with General Plan Housing Element Policy #3.1 in that the project is situated near the downtown area, a higher resourced area which should positively benefit the residents of this development. Allowing the project to move forward as proposed is also consistent with Housing Element Policy #2.6 which states that the City shall accelerate housing production.

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 (3) or more dwelling units to minimize the adverse impacts of such developments. The Planning Commission has the authority to review and impose conditions for site plan review projects.

The project includes the construction of sixteen (16) two-story townhome type residential units over a one-story parking garage. The parking garage is located above the ground and includes a total of thirty-one (31) parking spaces including 2 van accessible spaces. The ground floor parking garage also includes common space, an elevator, a trash enclosure, a utility room, and stairs to access the 2nd and 3rd levels of the structure. Vehicular access to the Project Site will be via a two-way driveway accessible via Hart Place.

The proposed units will be two-stories and will be located directly above the 1st floor parking garage. Each unit will have a total of two (2) bedrooms, with some units being proposed with 2.5 bathrooms and others with 1.5 bathrooms depending on the unit type. The units vary in size and range from 1,060 square feet to 1,155 square feet per unit. The units which front Hart Place are equipped with a balcony/terrace.

Pursuant to Section 17.47.060 of the MMC, all development in the HOO zone shall conform to the development standards applicable to the R-4 zone and the minimum

number of residential units per site shall be sixteen. The project proposes to construct a total of 16 residential units, which complies with the minimum density requirements. However, the project is proposing to deviate from the required setbacks and other development standards contained in Chapter 17.10 of the MMC. Pursuant to California State Density Bonus Law, developers may obtain concessions and modifications to local development standards if a project restricts at least 10% of the housing units to lower income residents and a city may not prohibit a developer from requesting concessions. Since the project proposes to restrict 25% of the total number of units for low-income residents, the project is entitled to a density bonus of 35% and can request concessions and modifications to the development standards. Although the project does not request a density bonus, the applicant is requesting concessions and modifications which include the following:

- An increase of the maximum allowable lot coverage from 60% to 67.2%
- A reduction in the minimum required private open space from 2,400 square feet to 910 square feet.
- A reduction in the minimum required total open space (including private and common open space) from 4,800 square feet to 4,770 square feet.
- A reduction in the required additional setback required for the portion of the building over fifteen (15) feet.
- An increase in the maximum allowable building height from 25 feet to 35 feet.

In addition, California State Density Bonus Law also stipulates that a vehicular parking ratio of one and one-half onsite parking spaces cannot be exceeded for a development which consists of units with two to three bedrooms. Based on this section, the parking requirement for the development is a total of 24 parking spaces. This parking requirement is met through the 31 total parking spaces provided at the site.

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:

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

The proposed design for the project has been reviewed by the Planning Department and other department staff and the design has been determined to be consistent with all requirements of the MMC. The project site is currently zoned under the City of Montebello's C-R (Commercial Restricted) zone, but if the Zone Change is approved, the project site would be zoned C-R-HOO (Commercial Restricted with a Housing Opportunity Overlay Zone). The proposed design is consistent with the requirements of the Housing Opportunity Overlay zone and the standards applicable to the R-4 zone except for the standards which the applicant specifically requested deviation from under California's State Density Bonus law. The proposed design for improvement will also comply with all requirements of the MMC related to subdivisions and zone changes. Additionally, the project proposal must still go through the Building Department, Fire

Department, and Planning Department plan check process after being entitled which will provide an additional opportunity for the City's departments to ensure that the proposed design is consistent with all requirements of the MMC.

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

The proposed design for improvement is consistent with the goals and policies outlined within the City's General Plan. General Plan Land Use Element Goal #1 states that it is a goal of the City "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." Additionally, General Plan Housing Element Goal #2 is to "increase housing production to improve affordability for the City's current and future residents." Both goals relate to the project proposed at the Project Site in that the housing development is proposed in a reasonable area and the additional housing provided by the development will be beneficial to the housing needs of the community by increasing the supply of housing in the area. Continuing to increase the supply of housing in the City of Montebello can improve affordability for current and future residents by providing residents with more opportunities for quality housing over the long run. Alongside being consistent with these two goals, the proposed design for improvement is also consistent with General Plan Land Use Element Residential Policy #3 as well as with General Plan Housing Element Policies #2.4 and #3.1. These policies relate to the City providing opportunities for a variety of living needs, to the City increasing housing supply by permitting housing in commercial zones, and to the City facilitating the development of affordable housing within high resources areas. Overall, the proposed design for this project proposal will assist the City in meeting its housing goals and policies outlined within the Housing Element and the General Plan.

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

The proposed design for improvement will not have any significant adverse impact on the surrounding properties or on the general public welfare. The site can be adequately served by existing public services and all required utilities. The project is proposed in an area where there are a significant number of properties designated for higher density residential uses in the vicinity. The proposed Zone Change and development can be beneficial to the public health, safety, and general welfare by creating a greater demand for resources in the area, bringing in construction and related jobs, as well as by providing a more abundant supply of housing.

TENTATIVE PARCEL MAP

As a part of this project proposal, the applicant seeks to merge three existing parcels into one parcel under the City's Tentative Parcel Map entitlement process consistent with the Subdivision Map Act. If approved, the merged parcel will total 19,140 square feet (.44 acres) in size.

Pursuant to Chapter 16.20 (Parcel Maps) of the Montebello Municipal Code (MMC), a tentative parcel map shall be required for the subdivision of a lot which was shown as a unit or contiguous units on the equalized assessment roll of the county of Los Angeles which was in effect on the second day of July, 1956, or which was created subsequent to July 2, 1956, by a division of land approved by the city. Additionally, Section 16.20.080 of the MMC specifies the required actions of the Planning Commission in regard to Parcel Maps. These actions include approving the map if it is found that the proposed parcel map is consistent with the general plan and any applicable specific plan, conditionally approving the proposed parcel map where it is found that certain improvements or dedications are required to properly service a parcel proposed to be created, or denying an application if it is found that the proposed parcels are not in compliance with the MMC and the Subdivision Map Act.

In addition, the parcel map must comply with Chapter 16.20 of the MMC, comply with the Subdivision Map Act, and the following findings must also be made:

1. Describe how the proposed map is consistent with the applicable general plan and specific plans as specified in California Government Code Section 65451;

The proposed map will merge three (3) parcels into one (1) parcel so that a sixteen (16) unit multi-family housing development can be constructed. The general plan land use designation of the parcels included in this consolidation is Medium-Density Residential. The residential development is also consistent with the surrounding residential land uses to the north, east and west considering that there are a significant number of parcels zoned and designated for multifamily development in the vicinity. Given that the underlying zone of the Project Site is a commercial zone, permitting housing in this area and approving the proposed map to facilitate the development of the proposed housing units is consistent with the objective found within the housing element of permitting housing in commercial zones to increase housing supply and reduce displacement. Overall, the proposed subdivision aligns with the goals, objectives, and policies of the City of Montebello's General Plan and Zoning regulations.

2. Describe how the design or improvements of the proposed subdivision are consistent with the applicable general and specific plans;

The proposed parcel map and the proposed improvements at the project site are consistent with the Housing Element of the General Plan in that the approval of the project would lead to increased housing opportunities in an area of the city that is relatively better resourced than other portions of the city. Situating denser housing development in the vicinity of this project adjacent to the downtown core of the city is in line with the goals and policies outlined within the Housing Element. Additionally, the General Plan Land Use Element states that "the existing medium density residential area characterized by mixed housing types in the central portion of Montebello should be retained". The approval of this project would allow for a better mix of housing types to be available in the central portion of the city. The proposed subdivision also helps the city meet its

Regional Housing Needs Assessment (RHNA) unit goals for the 6th RHNA cycle.

3. Describe how the site is physically suitable for the type of development

The site is physically suitable for the type of development proposed because it is located adjacent to the Downtown area which is identified as an area suited to accommodate denser housing. The proximity of the site to the Downtown area ensures that the project will have access to nearby amenities such as local transit, schools, hospitals, and other amenities which should improve the quality of life of the residents which ultimately reside at the project site. Access to the site is also already established and the site can be served adequately by all required utilities and public services.

4. Describe how the site is physically suitable for the proposed density of the development.

The site is physically suitable for the proposed density because it is near the Downtown area and this area is outlined as part of the City that can accommodate more density of housing within the Housing Element of the General Plan. The site is near a variety of transportation modes, commercial uses, schools, and parks. The high number of amenities available in the area will ensure that the high proposed density of the development will be successfully integrated into the community. The proposed development is also situated adjacent to other multifamily residential areas which should also assist in the successful integration of the proposed density into the vicinity.

5. Describe how the design of the subdivision or proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife and their habitat;

The proposed development and the design of the subdivision is not likely to cause substantial environmental damage due to its location as an infill site surrounded by already built and established uses, including both residential and commercial uses. Additionally, since the parcels which comprise the subdivision are already developed with residential uses, the site has no value as a habitat for endangered, rare or threatened species because no native or natural habitats are found within the project site or on adjacent parcels.

6. Describe how the design of the subdivision or the proposed improvement is not likely to cause serious public health problems;

The proposed improvement is not likely to cause serious public health problems considering that the project has been reviewed by City staff to ensure that the design and

development of the project are consistent with the City's Fire Department regulations, Building and Safety regulations, Planning regulations, and other regulations which are intended to limit the adverse impact of any proposed development. It is not anticipated that the project will have the potential to degrade the quality of the environment, to impact adverse biology and cultural resources, or to cause any other environmental issues. Additionally, the provision of high-quality housing and the additional units that can be built under the proposed subdivision and development can positively benefit public health outcomes. Housing is one of the main determining factors of public health outcomes. The design of the subdivision would allow for a greater number of housing opportunities to exist in the Montebello area which can ultimately lead to improved health outcomes for the individuals which ultimately reside in the units that would be made possible by the proposed subdivision and related development.

7. Describe how the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision

There are no easements currently on the property and so the design of the subdivision will not conflict with any access for either the public at large or any other entity. Additionally, the final subdivision map will need to be signed off by the Public Works – Engineering Department during the plan check process which will ensure that there are no access issues posed by the development.

8. Describe how the discharge of waste from the proposed subdivision into the existing sewer system would not add to or result in violation of existing water quality control standards.

While the proposed development will lead to an increase of the discharge of waste to the existing sewer system, it is not anticipated that this increase will result in the violation of existing water quality control standards. The applicant will coordinate with the applicable water provider to determine the water sewer needs generated by the proposed development and will adhere to any water quality control standards stipulated by the local water agency.

ENVIRONMENTAL:

The proposed Zone Change, Site Plan Review, Development Agreement, and Tentative Parcel Map (Case No. PC-2022-0003-ZC-SPR-TPM) is considered a “project,” per the California Environmental Quality Act (CEQA) definition of a “project.” In accordance with CEQA, the project is Categorically Exempt per Section §15332, Class 32 (In-Fill Development Projects) and none of the exceptions found under CEQA Section §15300.2 apply. Class 32 consists of projects characterized as in-fill development meeting the following conditions:

1. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
2. The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
3. The project site has no value as habitat for endangered, rare or threatened species.
4. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
5. The site can be adequately served by all required utilities and public services.

The proposed project meets all the conditions required to be classified as a Class 32 CEQA exemption. After the change of zone, the project will be consistent with the applicable general plan and zoning designations, policies, and regulations. The proposed development occurs within city limits on a site of .44 acres surrounded by already developed urban/residential uses, well under the threshold of five acres determined by the state. The proposed project has been verified to present no value as habitat for endangered, rare, or threatened species and significant effects relating to traffic, noise, air quality, or water quality are not anticipated. Additionally, the site can be adequately served by all required utilities and public services.

ANALYSIS:

SUMMARY:

REPORTS RECEIVED

On April 20, 2022, the application materials for Case Number PC-2022-0003-ZC-SPR-TPM were forwarded to the City's Building Division, Public Works Department, Montebello Fire Department, Montebello Bus Lines, and the Montebello Police Department for review, comments, and conditions. The department conditions of approval that were provided are included in Resolution No. 04-23 (please see Attachment A).

PUBLIC NOTIFICATION

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

- On June 8, 2023, the Public Hearing Notice was published in the Daily Journal (Whittier Daily News); and
- On June 8, 2023, the Public Hearing Notice was mailed to all property owners within a 300-foot radius from the exterior boundaries of project site.

ATTACHMENT(S)

1. Attachment A - Reso No. 04-23
2. Attachment B - Reso No. 05-23
3. Attachment C - Hart Place Development Agreement
4. Attachment D - Hart Place Density Bonus Agreement
5. Attachment E - CEQA NOE - 608, 612, and 616 Hart Place
6. Attachment F - Plans

**CITY OF MONTEBELLO
PLANNING COMMISSION**

RESOLUTION NO. 04-23

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING A SITE PLAN REVIEW AND TENTATIVE PARCEL MAP (“CASE NO. PC-2022-0003-ZC-SPR-TPM”) WITH CONDITIONS TO MERGE THREE (3) PARCELS INTO (1) PARCEL AND TO ALLOW THE CONSTRUCTION OF SIXTEEN (16) RESIDENTIAL DWELLING UNITS FOR THE PROPERTIES LOCATED AT 608, 612, AND 616 HART PLACE (“PROJECT SITE”) AND FINDING THAT THE SITE PLAN REVIEW IS CATEGORICALLY EXEMPT UNDER CEQA SECTION 15332 (IN-FILL DEVELOPMENT PROJECTS) AND FINDING THE CEQA COMMON SENSE EXEMPTION TO BE APPLICABLE TO THE TENTATIVE TRACT MAP PROPOSAL (ENV NO. 13-22-CE).

WHEREAS, the City of Montebello (“City”) received an application from Feng Xiao Architect, Inc. (“Applicant”) for a Zone Change, Site Plan Review, and Tentative Parcel Map (Case No. PC-2022-0003-ZC-SPR-TPM) to allow: 1) the zone to be changed from C-R (Commercial Restricted) to C-R-HOO (Commercial Restricted with a Housing Opportunity Overlay), 2) the construction of sixteen (16) two-story townhome residential units above a one-story parking garage and 3) the merger of three (3) parcels into one (1) parcel totaling approximately 19,000 square feet at the project site (“Project”) located at 608, 612, and 616 Hart Place (“Project Site”); and

WHEREAS, the approval of a Site Plan Review is required per Montebello Municipal Code (“MMC”) Chapter 17.74 to allow the construction of sixteen (16) residential dwelling units; and

WHEREAS, pursuant to MMC Chapter 17.74, Section 17.74.010, the purpose of the Site Plan Review is to minimize or preclude potential adverse impacts to the public interest or on abutting properties and adjacent residential, commercial and industrial neighborhoods, resulting from the design or layout of a proposed development; and

WHEREAS, pursuant to MMC Chapter 17.74, Section 17.74.020, the Planning Commission shall have the authority to review and approve, approve with conditions or deny approval of a development plan through a Site Plan Review process; and

WHEREAS, pursuant to MMC Chapter 17.74, Section 17.74.080, the Planning Commission may approve a development plan subject to a Site Plan Review with such conditions as the Planning Commission finds are warranted by the circumstances involved; and

WHEREAS, pursuant to Section 21067 of the Public Resources Code, and Section 15367 of the State California Environmental Quality Act (“CEQA”) Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City of Montebello is the lead agency for the proposed Project; and

WHEREAS, the SPR and TPM (PC-2022-0003-ZC-SPR-TPM) are considered a "project," as per the California Environmental Quality Act definition of a "project"; and

WHEREAS, the SPR is Categorically Exempt per CEQA Section 15332, Class 32 (In-Fill Development Projects); and

WHEREAS, the TPM is considered covered by the common sense exemption found under CEQA Section §15061(b)(3), which states that "CEQA applies only to projects which have the potential for causing a significant effect on the environment" and also states that "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA", and

WHEREAS, the proposed parcel merger does not have the potential to degrade the quality of the environment or have a significant effect on the environment; and

WHEREAS, a duly noticed public hearing has been held, at which the Planning Commission received and considered 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 in this Resolution.

SECTION 2. FINDINGS.

A. **Site Plan Review.** 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 Chapter 17.74 of the Montebello Municipal Code:

1. *That the proposed design for improvement complies with all requirements of the Montebello Municipal Code;*

The proposed design for the project has been reviewed by the Planning Department and other department staff and the design has been determined to be consistent with all requirements of the MMC. The project site is currently zoned under the City of Montebello's C-R (Commercial Restricted) zone, but if the Zone Change is approved, the project site would be zoned C-R-HOO (Commercial Restricted with a Housing Opportunity Overlay Zone). The proposed design is consistent with the requirements of the Housing Opportunity Overlay zone and the standards applicable to the R-4 zone except for the standards which the applicant specifically requested deviation from under California's

State Density Bonus law. The proposed design for improvement will also comply with all requirements of the MMC related to subdivisions and zone changes. Additionally, the project proposal must still go through the Building Department, Fire Department, and Planning Department plan check process after being entitled which will provide an additional opportunity for the City's departments to ensure that the proposed design is consistent with all requirements of the MMC.

2. *That the proposed design for improvement is consistent with the City's General Plan; and*

The proposed design for improvement is consistent with the goals and policies outlined within the City's General Plan. General Plan Land Use Element Goal #1 states that it is a goal of the City "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." Additionally, General Plan Housing Element Goal #2 is to "increase housing production to improve affordability for the City's current and future residents." Both goals relate to the project proposed at the Project Site in that the housing development is proposed in a reasonable area and the additional housing provided by the development will be beneficial to the housing needs of the community by increasing the supply of housing in the area. Continuing to increase the supply of housing in the City of Montebello can improve affordability for current and future residents by providing residents with more opportunities for quality housing over the long run. Alongside being consistent with these two goals, the proposed design for improvement is also consistent with General Plan Land Use Element Residential Policy #3 as well as with General Plan Housing Element Policies #2.4 and #3.1. These policies relate to the City providing opportunities for a variety of living needs, to the City increasing housing supply by permitting housing in commercial zones, and to the City facilitating the development of affordable housing within high resources areas. Overall, the proposed design for this project proposal will assist the City in meeting its housing goals and policies outlined within the Housing Element and the General Plan.

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

The proposed design for improvement will not have any significant adverse impact on the surrounding properties or on the general public welfare. The site can be adequately served by existing public services and all required utilities. The project is proposed in an area where there are a significant number of properties designated for higher density residential uses in the vicinity. The proposed Zone Change and development can be beneficial to the public health, safety, and general welfare by creating a greater demand for resources in the area, bringing in construction and related jobs, as well as by providing a more abundant supply of housing.

B. Tentative Parcel Map. Pursuant to Section 16.20.080 of the City of Montebello Municipal Code and Section 66410 et seq. of the California Government Code (Subdivision Map Act), the following findings are hereby adopted as the findings of the Planning Commission:

1. *Describe how the proposed map is consistent with the applicable general plan and specific plans as specified in California Government Code Section 65451*

The proposed map will merge three (3) parcels into one (1) parcel so that a sixteen (16) unit multi-family housing development can be constructed. The general plan land use designation of the parcels included in this consolidation is Medium-Density Residential. The residential development is also consistent with the surrounding residential land uses to the north, east and west considering that there are a significant number of parcels zoned and designated for multifamily development in the vicinity. Considering that the underlying zone of the Project Site is a commercial zone, permitting housing in this area and approving the proposed map to facilitate the development of the proposed housing units is consistent with the objective found within the housing element of permitting housing in commercial zones to increase housing supply and reduce displacement. Overall, the proposed subdivision aligns with the goals, objectives, and policies of the City of Montebello's General Plan and Zoning regulations.

2. *Describe how the design or improvements of the proposed subdivision are consistent with the applicable general and specific plans*

The proposed parcel map and the proposed improvements at the project site are consistent with the Housing Element of the General Plan in that the approval of the project would lead to increased housing opportunities in an area of the city that is relatively better resourced than other portions of the city. Situating denser housing development in the vicinity of this project adjacent to the downtown core of the city is in line with the goals and policies outlined within the Housing Element. Additionally, the General Plan Land Use Element states that "the existing medium density residential area characterized by mixed housing types in the central portion of Montebello should be retained". The approval of this project would allow for a better mix of housing types to be available in the central portion of the city. The proposed subdivision also helps the city meet its Regional Housing Needs Assessment (RHNA) unit goals for the 6th RHNA cycle.

3. *Describe how the site is physically suitable for the type of development*

The site is physically suitable for the type of development proposed because it is located adjacent to the Downtown area which is identified as an area suited to accommodate denser housing. The proximity of the site to the Downtown area ensures that the project will have access to nearby amenities such as local transit,

schools, hospitals, and other amenities which should improve the quality of life of the residents which ultimately reside at the project site. Access to the site is also already established and the site can be served adequately by all required utilities and public services.

4. *Describe how the site is physically suitable for the proposed density of the development*

The site is physically suitable for the proposed density because it is near the Downtown area and this area is outlined as part of the City that can accommodate more density of housing within the Housing Element of the General Plan. The site is near a variety of transportation modes, commercial uses, schools, and parks. The high number of amenities available in the area will ensure that the high proposed density of the development will be successfully integrated into the community. The proposed development is also situated adjacent to other multifamily residential areas which should also assist in the successful integration of the proposed density into the vicinity.

5. *Describe how the design of the subdivision or proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife and their habitat;*

The proposed development and the design of the subdivision is not likely to cause substantial environmental damage due to its location as an infill site surrounded by already built and established uses, including both residential and commercial uses. Additionally, since the parcels which comprise the subdivision are already developed with residential uses, the site has no value as a habitat for endangered, rare or threatened species because no native or natural habitats are found within the project site or on adjacent parcels.

6. *Describe how the design of the subdivision or the proposed improvement is not likely to cause serious public health problems;*

The proposed improvement is not likely to cause serious public health problems considering that the project has been reviewed by City staff to ensure that the design and development of the project are consistent with the City's Fire Department regulations, Building and Safety regulations, Planning regulations, and other regulations which are intended to limit the adverse impact of any proposed development. It is not anticipated that the project will have the potential to degrade the quality of the environment, to impact adverse biology and cultural resources, or to cause any other environmental issues. Additionally, the provision of high-quality housing and the additional units that can be built under the proposed subdivision and development can positively benefit public health outcomes. Housing is one of the main determining factors of public health outcomes. The design of the subdivision

would allow for a greater number of housing opportunities to exist in the Montebello area which can ultimately lead to improved health outcomes for the individuals which ultimately reside in the units that would be made possible by the proposed subdivision and related development.

7. *Describe how the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision*

There are no easements currently on the property and so the design of the subdivision will not conflict with any access for either the public at large or any other entity. Additionally, the final subdivision map will need to be signed off by the Public Works – Engineering Department during the plan check process which will ensure that there are no access issues posed by the development.

8. *Describe how the discharge of waste from the proposed subdivision into the existing sewer system would not add to or result in violation of existing water quality control standards.*

While the proposed development will lead to an increase of the discharge of waste to the existing sewer system, it is not anticipated that this increase will result in the violation of existing water quality control standards. The applicant will coordinate with the applicable water provider to determine the water sewer needs generated by the proposed development and will adhere to any water quality control standards stipulated by the local water agency.

SECTION 3. CEQA. The Planning Commission hereby determines and finds that the Site Plan Review is exempt from CEQA under Categorical Exemption §15332 (In-Fill Development Projects) Class 32 exemption considering that none of the exceptions found under CEQA Section §15300.2 apply and considering that the project meets all of the following conditions:

- (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
- (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- (c) The project site has no value as habitat for endangered, rare or threatened species.
- (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- (e) The site can be adequately served by all required utilities and public services.

The proposed project meets all of the conditions required to be classified as a Class 32 CEQA exemption. After the change of zone and general plan amendment, the project will be consistent with the applicable general plan and zoning designations, policies and regulations. The proposed development occurs within city limits on a site of .44 acres surrounded by already developed urban/residential uses. The proposed project has been verified to present no value as habitat for endangered, rare, or threatened species and significant effects relating to traffic, noise, air quality, or water quality are not anticipated. Additionally, the site can be adequately served by all required utilities and public services.

Related to the Tentative Tract Map proposal, the Planning Commission finds that Tentative Parcel Map (PC-2022-003-ZC-SPR-TPM) is considered covered by the common sense exemption found under CEQA Section §15061(b)(3).

SECTION 4. APPROVALS. The Planning Commission hereby approves the Application for Site Plan Review and Tentative Parcel Map (PC-2022-0003-ZC-SPR-TPM), subject to the conditions herein below, together with the condition that this approval shall be conditioned upon the City Council's approval of the Applicant's simultaneous application for a Zone Change (PC-2022-0003-ZC-SPR-TPM).

SECTION 5. CONDITIONS. The Planning Commission finds 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 site shall be consistent with all of the provisions of the Montebello Municipal Code ("MMC"), Zone Change, Site Plan Review, and Tentative Parcel Map Case No. PC-2022-0003-ZC-SPR-TPM/ENV No. 13-22, 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. Minor modifications to the development plans shall be allowed subject to the review and approval of the Director or the assigned designee. The modifications must be in substantial conformance with the approved project.
6. The Applicant or successor in interest shall meet the applicable code requirements and all other City department regulations.
7. In the event the Applicant violates or fails to comply with any conditions of approval of this permit, no further permits, licenses, approvals, or certificate of occupancy shall be issued until such violation(s) has been fully remedied.
8. Construction shall only occur between the hours of 7:00 a.m. and 8:00 p.m. Monday thru Friday, and 9:00 a.m. to 6:00 p.m. on Saturdays, Sundays, and legal holidays, except in the case of an emergency where such action is immediately required to prevent injuries to persons or damage to property, as determined by the Building Official.
9. A sign shall be posted on the property, subject to the review of the Planning Manager, which shall identify the address and phone number of the owner and/or primary contact for the purposes of responding to questions and complaints during the construction period and shall indicate the hours of construction work.
10. The Applicant, Owner, Management and/or successor of the use shall bear full cost of all monitoring and inspection activities to be conducted by City staff or its designated consultant 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 the entitlement shall expire if the rights granted are not exercised within one (1) year from the effective date. Exercise of right shall mean issuance of a building permit to commence construction or similar activities demonstrating the intent to proceed with the project, as determined by the Director.
14. 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.
15. An updated landscape and irrigation plan prepared by a licensed Landscape Architect will need to be provided which identifies the types of trees, groundcover, and shrubbery to be used at the site. The plans should clearly identify all the site's hardscape features, water features, and planting areas.
 - a. The landscape and irrigation plan will need to be compliant with the Model Water Efficient Landscape Ordinance.
 - b. Additionally, the landscape and irrigation plan will need to show that the site is using a permanent underground automated irrigation system.
16. 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.

B. Building Division Conditions

1. The development and utilization of the site shall comply with all the provisions of the current Building, Plumbing, Mechanical, Electrical, Energy, CALGreen, Fire Codes, City Ordinances, as well as additional requirements from the Montebello Building and Safety Division.

C. Public Works – Engineering Conditions

1. The applicant shall submittal “Will Serve” letters from **ALL** utility companies who will be required to serve the new site.
2. The applicant’s engineer shall coordinate with all utility companies during the design phase and shall ensure that required public improvements resulting from the proposed project are not in conflict with existing or proposed utilities.
3. Provide topographic and boundary surveys, the topo shall extend beyond boundary for 15’ to show adjacent structures and that drainage is not being blocked or re-routed or will be mitigated, show date and by whom the topo was prepared.

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4. The applicant shall be responsible for informing all consultants, contractors, subcontractors, engineers, or other related disciplines providing services related to the project of their responsibilities to comply with all pertinent requirements in the Montebello Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City.
 5. The applicant shall be responsible for the on-going maintenance and upkeep of undeveloped portions of the site during the phasing of the project including, but not limited to, NPDES requirements.
 6. As a part of the submitted documents for your project plans and reports, the applicant shall also submit the following documents including all necessary calculations and reports to demonstrate the constructability of all site improvements:
 - a. Applicable documents in compliance with the Subdivision Map Act if any changes to existing parcels are proposed.
 - b. Grading plan (show retaining walls locations and height, if any, & earth work cut/fill,
 - c. BMPs
 - d. Erosion Control,
 - e. Low Impact Development (LID), provide hydrology and hydraulic calculations
 - f. Drainage plan including both temporary and permanent improvements,
 - g. NPDES documents
 7. All plans and construction of public works (streets etc.) shall be per the City of Montebello Standards and Greenbook Standards.
 8. All submitted plans, specifications, studies, reports, calculations, maps, notes, legal documents, and designs shall be reviewed and approved by the City prior to City issuing a building permit. The submitted documents shall identify those individuals legally authorized to sign such documents. Plans for public improvements shall be prepared under the supervision of a California Registered Civil and/or Traffic Engineer, as applicable.
 9. Grading Plans shall be submitted for review and approval by the City Engineer prior to the issuance of a grading permit. NOTE: A Building Permit is required for walls including free-standing and retaining walls.
 10. The Applicant shall submit geotechnical reports prepared in accordance with the City's Engineering Design Standards to the City Engineer for review and approval prior to the issuance of a grading permit.
 11. The applicant shall provide standard street improvements in the public right-of-way on all sides of the property that abut public right-of-way including:
 - a. Remove and replace all broken/damaged curb and gutter, and PCC sidewalk and driveways, including driveway closures.
 - b. Sidewalks 5 feet minimum width.
 - c. All driveways shall meet ADA requirements.
 - d. Parkways either parallel to back of curb or meandering as approved by City Engineer.

- e. If applicable, roadway grading and paving consisting of CMB, AC pavement course and rubberized AC pavement final surface of a 2 inch minimum AHRM overlay, as approved by the City Engineer, for one-half of the street or alley along the frontage of the property at all right-of-way lines. No low points within the roadway are allowed without drainage improvements.
 - f. Pavement transition from the project boundaries to the existing streets to the satisfaction of the City Engineer.
 - g. Traffic control signs, striping and markings and devices as required by the City Engineer. All striping shall be thermoplastic.
 - h. Alley shall provide a minimum clear width of 20 feet for Fire access.
 - i. Roadway drainage device(s), as required, including through curb drains for offsite drainage.
 - j. Landscaping of parkways as required.
 - Parkway widths shall be as approved by City Engineer. Where required, landscaping and irrigation systems thereof shall be provided.
12. A sanitary sewer-area study shall be prepared and submitted to the City Engineer for review and approval.
13. Easements for all on-site utilities, public and private, shall be granted and recorded for maintenance and upkeep. Such easements may include, but are not limited to, sewer, water, electric, natural gas, telephone, communications and cable television. All easements for utilities and substructures shall be shown on the various maps submitted for final tract map approval.
14. Prior to acceptance of public improvements, the applicant shall have repaired any new or existing public improvements damaged caused by construction activities, obtain completion letters from all utilities.
15. Obtain a Public Works Encroachment Permit prior to performing any offsite improvements.

D. Fire Department Conditions

- 1. Fire access plan based on 2019 Edition California Fire Code and local amendments.
- 2. 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. Aerial ladder access shall include the ability to maneuver apparatus, deploy outriggers and provide proper climbing angles.
- 3. 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.
- 4. Elevator will be required to be gurney compliant.
- 5. Knox Boxes in approved location. Knox key switches for any mechanical security gates.

6. Fire flow report based on 2019 Edition California Fire Code, Appendix B/BB.
7. Provide additional public hydrants to meet fire flow requirements. (If applicable)
8. Fire hydrant plan based on 2019 Edition California Fire Code and City of Montebello local amendments.
9. 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.
10. 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.
11. Fire Alarm plan based on 2019 Edition California Fire Code and NFPA 72 and Montebello Fire Department's plan check submittal requirements and notes.
12. Provide Carbon Monoxide detection in residential units.
13. Provide Carbon Monoxide in enclosed parking garage per 2019 Edition California Mechanical Code. (If applicable)
14. Project will meet requirements of 2019 Edition California Fire Code, Chapter 12, Energy Systems.
15. Fire extinguishers per 2019 Edition California Fire Code and CCR Title 19.
16. Additional requirements may be added during the plan check process.

E. Police Department Conditions

1. As a condition of approval, the property owner shall post private property in the parking lot.

PASSED AND ADOPTED this 20th day of June, 2023 by the Planning Commission.

Chair Cuevas:	() AYE () NOE () ABSENT () ABSTAIN
Commissioner Lomeli:	() AYE () NOE () ABSENT () ABSTAIN
Commissioner Medina:	() AYE () NOE () ABSENT () ABSTAIN
Commissioner Morales:	() AYE () NOE () ABSENT () ABSTAIN
Commissioner Valdez:	() AYE () NOE () ABSENT () ABSTAIN

Victor Cuevas, Chair

ATTEST:

Joseph A. Palombi, Director
Planning & Community Development Department

**CITY OF MONTEBELLO
PLANNING COMMISSION**

RESOLUTION NO. 05-23

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO, CALIFORNIA RECOMMENDING THE CITY COUNCIL APPROVE ZONE CHANGE (“ZC”) CASE NO. PC-2022-0003-ZC-SPR-TPM AMENDING THE ZONING DESIGNATION FOR THE PROPERTY LOCATED AT 608, 612, AND 616 HART PLACE (“PROJECT SITE”), RECOMMENDING THE CITY COUNCIL APPROVE A DEVELOPMENT AGREEMENT AND DENSITY BONUS HOUSING AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND SAN GIORGIO, LLC, AND FINDING THAT THE ZONE CHANGE IS STATUTORILY EXEMPT UNDER CEQA SECTION 15061(B)(3) (COMMON SENSE EXEMPTION).

WHEREAS, the City of Montebello (“City”) received an application from Feng Xiao Architect, Inc. (“Applicant”) for a Zone Change, Site Plan Review, and Tentative Parcel Map (Case No. PC-2022-0003-ZC-SPR-TPM) to allow: 1) the zone to be changed from C-R (Commercial Restricted) to C-R-HOO (Commercial Restricted with a Housing Opportunity Overlay), 2) the construction of sixteen (16) two-story townhome residential units above a one-story parking garage and 3) the merger of three (3) parcels into one (1) parcel totaling approximately 19,000 square feet at the project site (“Project”) located at 608, 612, and 616 Hart Place (“Project Site”); and

WHEREAS, pursuant to Montebello Municipal Code (“MMC”) Chapter 17.76, the reclassification of specific properties from one zone to another can be initiated by motion of City of Montebello Planning Commission (“Planning Commission”) based upon its decision as to whether the public interest, convenience and necessity so requires the change of zone; and

WHEREAS, pursuant to MMC Chapter 17.76, the Planning Commission must recommend a specific course of action to the City Council after a public hearing has been conducted on any proposed zone change or amendment; and

WHEREAS, pursuant to MMC Chapter 17.47, the application of the Housing Opportunity Overlay zone requires a legally binding regulatory agreement be executed and recorded against the property to ensure that the property complies with all of the requirements of this chapter, including, but not limited to, the requirement that affordable units shall be deed-restricted for a period of not less than fifty-five years; 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 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 and density bonus agreement attached as "Development Agreement between the City of Montebello and San Giorgio, LLC" (DA 01-22) and "Density Bonus Housing Agreement and Declaration of Restrictive Covenants by and between the City of Montebello and San Giorgio, LLC"; and

WHEREAS, pursuant to Section 21067 of the Public Resources Code, and Section 15367 of the State California Environmental Quality Act ("CEQA") Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City of Montebello is the lead agency for the proposed Project; and

WHEREAS, the Zone Change, Development Agreement, and Density Bonus Agreement (PC-2022-0003-ZC-SPR-TPM) are not considered a "project," as per the CEQA definition of a "project" since the activity is statutorily exempt per CEQA Section 15061(b)(3) (Common Sense Exemption); and

WHEREAS, a duly noticed public hearing has been held, at which the Planning Commission received and considered 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 in this Resolution.

SECTION 2. FINDINGS.

- A. Pursuant to Chapter 17.76 (Zone Changes and Amendments) of the MMC, the application for a zone change shall be made on a form provided by the City. The City's application for zone changes requires the applicant to thoroughly respond to the following items, which are hereby incorporated as substantial findings of the Planning Commission:

1. *Describe how the proposed Zone Change is consistent with the objectives and policies of the General Plan;*

The zone change is consistent with the objectives and policies of the General Plan in that the General Plan seeks to propose and implement practices which are responsive to the needs of the community. The proposed Zone Change will facilitate the development of housing in the project area which should assist in meeting the housing needs of the Montebello community. The General Plan Land Use and Housing Element analysis provided in the project's staff report further demonstrates how the proposed zone change is consistent with the objectives and policies of the General Plan. Additionally, the site is physically suitable for the proposed zone change and the increased density should not pose any significant issues for the surrounding parcels considering that the Project Site is primarily surrounded by multiple family residences in the area. The proposed zone change is not likely to cause any substantial environmental damage and is not likely to cause any serious public health problems. Additionally, the proposed zone change will not conflict with any easements.

2. *Detail why the proposed Zone Change is necessary;*

The Zone Change is necessary because the proposed project is not achievable under the current Commercial Restricted (C-R) zoning designation of the property. Based on Chapter 17.24 of the MMC, the purpose of the C-R zone is to provide areas for professional offices and related uses close to residential areas, but residential units are typically not allowed in this zoning designation. By applying the Housing Opportunity Overlay Zone to the property, greater flexibility will be provided to the developer of the project site and the residential units proposed will not contradict the intended use of the zone. Additionally, it is anticipated that the development of housing in this vicinity will stimulate economic development and promote the public good by providing housing for a range of income levels.

3. *Describe how the proposed Zone Change will not create problems harmful to the public health, safety, and general welfare;*

The parcels existing at the project site are currently occupied by multiple residential buildings. While the density of the development at the project site would increase if the Zone Change and the related entitlements are approved, it is not anticipated that the project will create problems harmful to the public health, safety, and general welfare. The proposed Zone Change and development can be beneficial to the public health, safety, and general welfare by creating a greater demand for resources in the area, bringing in construction and related jobs, as well as by providing a more abundant supply of housing for various income levels. Additionally, there are a significant number of higher density properties in the vicinity which should limit the impact of the proposed development on the local community. The proposed Zone Change and development has been reviewed by various city departments including the fire department, building division, police department, as well as other departments and the feedback provided by the city's departments will help to ensure that the project will not create problems harmful to the public health, safety, and general welfare.

SECTION 3. CEQA. The Planning Commission hereby determines and finds that the project is statutorily exempt from CEQA under section 15061(b)(3) (Common Sense Exemption) considering that this section stipulates that CEQA only applies to projects which have the potential for causing a significant effect on the environment. No physical changes will occur directly as a result of the proposed Zone Change and regulatory agreements. The approval of this resolution is advisory to the City Council and no final action is taken, further justifying this action being exempt from CEQA under section 15061(b)(3). It should be further noted that during the duly noticed public hearing, the Planning Commission also found the related Site Plan Review for the contemplated Project to be Categorically Exempt per Section §15332 (In-Fill Development Projects).

SECTION 4. APPROVALS. The Planning Commission of the City of Montebello hereby finds and determines that the public interest, convenience, and necessity call for the approval of the zone change and recommends City Council approval of Zone Change (PC-2022-0003-ZC-SPR-TPM) to allow the zone to be changed from C-R (Commercial Restricted) to C-R-HOO (Commercial Restricted with a Housing Opportunity Overlay).

SECTION 5. The Director of Planning and Community Development shall certify the adoption of this resolution and shall forward a copy of it to the City Council.

PASSED AND ADOPTED this 20th day of June, 2023 by the Planning Commission.

Chair Cuevas:	() AYE () NOE () ABSENT () ABSTAIN
Commissioner Lomeli:	() AYE () NOE () ABSENT () ABSTAIN
Commissioner Medina:	() AYE () NOE () ABSENT () ABSTAIN
Commissioner Morales:	() AYE () NOE () ABSENT () ABSTAIN
Commissioner Valdez:	() AYE () NOE () ABSENT () ABSTAIN

Victor Cuevas, Chair

ATTEST:

Joseph A. Palombi, Director
Planning & Community Development Department

**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:

San Giorgio, LLC
P.O. Box 518
Montebello, CA 90640
Attn: Joseph De Lorenzo and Anthony De Lorenzo

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEVELOPMENT AGREEMENT

between

THE CITY OF MONTEBELLO,
a municipal corporation ("City")

and

SAN GIORGIO, LLC
A California Limited Liability Corporation
("Developer")

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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 **SAN GIORGIO, LLC**, a California limited liability company (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. The Developer holds a legal or equitable interest in certain parcels of real property which are located in the City of Montebello, California, and which are more particularly described in the “Legal Description of Property” attached hereto as Exhibit A and as further shown on the “Site Map” attached hereto as Exhibit B (collectively Exhibit A and Exhibit B, depicting the “Property”).

C. Project. This Agreement grants the Developer the right to redevelop the Property with new sixteen (16), two-story, townhouse residential units within a 19,140 square foot development site. The Project will pay all applicable City Developer Fees and Processing Fees (as defined below).

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 the 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. The 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. The Developer and the City have determined that the Project is a development for which a development agreement is appropriate. The Parties desire to define the parameters of the 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, the Developer will receive assurances that the 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 City's Planning Commission ("Planning Commission") and the City's City Council ("City Council"). The Planning Commission, after a public hearing on _____, recommended, and on _____ the City Council adopted, Ordinance No. _____ approving this Agreement (the "Authorizing Ordinance"). 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 City's General Plan ("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, the Developer and the City desire to enter into this Agreement.

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Statute as it applies to the 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 San Giorgio, LLC, a California limited liability company, 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 No. PC-2022-003-SPR-ZC-TPM and ENV No. 13-22-CE [, which are incorporated and made a part of this Agreement:

- (a) Site Plan Review

- (b) Zone Change
- (c) Tentative Parcel Map
- (d) Density Bonus Agreement; and
- (e) This Development Agreement (“DA 01-22”).

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 the 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 the 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 the 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 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.

1.30 Non-Defaulting Party. “Non-Defaulting Party” means the Party other than the Defaulting Party.

1.31 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.

1.32 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.

1.33 Planning Commission. “Planning Commission” means the Planning Commission of the City.

1.34 Planning Director. “Planning Director” shall mean the Planning & Community Development Director or similar officer of the City.

1.35 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.

1.36 Project. “Project” means the project consisting of the activities on the Property as outlined in Paragraph “C” of the Recitals, above, and as approved pursuant to the Development Plan and this Agreement.

1.37 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:

Exhibit A: Legal Description of the Property

Exhibit B: Site Map of the Property

Exhibit C: Form of Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants

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, the 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 the Developer gives written notice to City of its election to have such Future Land Use Regulations applied to the Project. The 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 sixteen (16) new two-story townhouse-style residential units with a height of 35 feet as measured from the street

frontage and a total of _____ parking spaces.

4.3 Public Benefits; Developer and Processing Fees. Except as otherwise provided in this Agreement, the 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 four (4) units within the Project 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). The Developer shall enter into an “Affordable Housing Regulatory Agreement” with the City in substantially the same form as 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 the City issuance of a certificate of occupancy for the Project, 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. 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 of \$_____ as required by Montebello Municipal Code Chapter 3.24 prior to issuance of building permits.

ii. Parkland Fees to the City in the amount of \$_____ as 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 the 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. The 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 the 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, the Developer may decide the timing, phasing, and sequencing of the Project as Developer from time to time deems appropriate in the exercise of the Developer's business judgment, this Agreement shall not in any way obligate the Developer to construct the Project or any portion thereof, and the 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 the 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 the 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 the 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 the 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) The 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) The 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 the Developer.

(c) Subject to Section 5.1, the Developer shall be obligated to pay any fees which were imposed as Conditions of Approval 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’s City Attorney (“City Attorney”) and in consultation with the 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 the City possess authority to regulate aspects of the Development of the Property separately from or jointly with the City and this Agreement does not limit the authority of such other public agencies.

9. ANNUAL REVIEW

9.1 Annual Monitoring Review.

(a) The City and the Developer shall review the extent of the 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 the 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 the 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, the 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 the 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, the 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 the Developer which is not timely cured after notice and within the Cure Period, in accordance with Section 10.2, the City determines that this Agreement shall be modified or terminated, then the City shall give notice to the 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. The 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 City Council otherwise determines. The 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, the City shall inform the Developer of such proposed modification and, unless the Developer consents in writing to such modification, the 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, the City shall not have the right to specifically enforce against the Developer any provisions of this Agreement, nor in any way to compel the Developer to either start or complete the Project, nor to seek any monetary damages from the Developer for the 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. The 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, the Developer shall be released and relieved of its legal duty from the assigned obligations under this Agreement, except to the extent the Developer is in Default under the terms of this Agreement prior to said Transfer, if (i) the Developer has provided to the City prior or subsequent written notice of such Transfer, and (ii) the Transferee has expressly assumed in writing, in a form reasonably acceptable to the City, the assigned obligations of the Developer. Following any such Transfer of any of the rights and interests of the 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 the Developer; provided, however, that, to the extent released as provided above, any Default by the Developer shall not constitute a Default by the Transferee, and any Default by such Transferee shall not constitute a Default by the Developer or any other Transferee.

(c) If a Transferee defaults with respect to any provision of this Agreement, the Developer may, but is not obligated to, resume Transferee’s obligations upon written notification to the City.

12. INDEMNITY

12.1 Third-Party Litigation.

(a) Non-liability of the City. As set forth above, the 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, the City shall have no liability under this Agreement for any failure of the City to perform under this Agreement or the inability of the 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.** The Developer agrees to indemnify the 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. The City shall promptly provide the Developer with notice of the pendency of any such Claims or Litigation and request that the Developer defend the same. If the City fails promptly to notify the Developer of any such Claims or Litigation or fails to cooperate fully in the defense thereof, the Developer shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City. The Developer may utilize the City Attorney's office or use legal counsel of Developer's choosing, but shall reimburse the City for any necessary legal cost incurred by the City. If the Developer fails to do so, the City may defend the Claims or Litigation and Developer shall pay the cost thereof, but if the City chooses not to defend the Claims or Litigation, it shall have no liability to the Developer. The 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.** The Developer hereby agrees to, and shall defend, save and hold the 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 the 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. The City shall promptly provide the Developer with notice of the pendency of any such claim, action or proceeding against the City and request that the Developer defend the same. If the City fails promptly to notify the Developer of any such claim, action or proceeding or fails to cooperate fully in the defense thereof, the Developer shall not, thereafter, be responsible to defend, indemnify, or hold harmless City. Nothing herein is intended to make the Developer liable for the acts or negligent omissions of the 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 the 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 the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the 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 the Developer shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the Developer or for any amount which may become due to the 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 the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the 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. The 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 the Developer in the negotiation and documentation of this Agreement. The 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. The 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. The 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. The 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 the City shall deliver any notice or demand to the Developer with respect to any Default or alleged Default by Developer hereunder, the 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 the 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 the 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. The 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 the City agrees upon request, from time to time, to meet with the Developer and representatives of such lender(s) to negotiate in good faith any such request for modifications of this Agreement. The 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 the Developer or the 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 the 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 the 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 the 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 the Developer and the 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 the Developer. Any notice required or permitted to be given by the City to the 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:

San Giorgio, LLC
P.O. Box 518
Montebello, CA 90640
Attn: Joseph De Lorenzo and Anthony De Lorenzo
E-Mail:

or such other address as the Developer may designate in writing to the City.

(b) To the City. Any notice required or permitted to be given by the Developer to the 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
E-Mail: JPalombi@cityofmontebello.com

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
E-Mail: aglasman@agclawfirm.com

or such other address as the City may designate in writing to the Developer.

(c) 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 the 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, the City and the Developer have executed this Agreement on the date first above written.

SAN GIORGIO, LLC, a California Limited Liability Corporation

By: _____

Name: _____

Its: _____

CITY OF MONTEBELLO, a municipal corporation

By: _____

Name:

Its: City Manager

APPROVED AS TO FORM:

By: _____

Arnold M. Alvarez-Glasman
City Attorney

ATTEST:

By: _____

Christopher Jimenez
City Clerk

[Principle Signatures to be Notarized]

EXHIBIT “A”

Legal Description

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:

EXHIBIT “B”

Site Map/Plan

EXHIBIT “C”

Form of Affordable Housing

Regulatory Agreement and Declaration of Restrictive Covenants

**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:

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Section 27383

AFFORDABLE HOUSING REGULATORY AGREEMENT

AND

DECLARATION OF RESTRICTIVE COVENANTS

Between

THE CITY OF MONTEBELLO,

a municipal corporation

("City")

and

SAN GIORGIO, LLC

A California Limited Liability Corporation

("Developer")

**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 (the “City”) and **SAN GIORGIO, LLC**, a California Limited Liability Corporation (the “Developer”). The City and the Developer are individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

A. The 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 as shown on the “Site Map” attached hereto as Exhibit B.

B. In 2022, the Developer submitted an application to City for the development of a residential housing project consisting of the development and construction of sixteen (16), new townhouse-style units within a 19,140 square foot development site on the Project Site of which, four (4) units shall be restricted to and available at affordable rent, adjusted for household size, to Lower Income Households or below (as defined in Section 50079.5 of the California Health and Safety Code) 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 the City to enter into the Development Agreement, the Developer offered and agreed to provide the Affordable Units, among other public benefits, pursuant to Section 4.3 of the Development Agreement.

E. Pursuant to section 17.47 of the MMC (Housing Opportunity Overlay Zone), the Developer has agreed to restrict no fewer than twenty percent (20%) of the units for Lower Income Households.

F. 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.

G. 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.

AGREEMENT

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 (3) 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 the 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 four (4) 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 the City, the 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 19.

“Developer” means **San Giorgio, LLC**, a California limited liability company, 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.

“Indemnities” is defined in Section 19.

“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 15.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 15.f.

“Party” or “Parties” respectively means the City and the Developer individually or collectively.

“Project” is defined in Recital B.

“Property” is defined in Recital A.

“Property Manager” is defined in Section 15.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. The 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. The 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 the 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. The 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 the Project’s Market Rate Units.

4. Income Mix for Affordable Units. A minimum of four (4) Affordable Units shall be made available for rent to Lower Income Households or lower in accordance with Section 5, below.

5. 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, the 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 the 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, the 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.

6. No Condominium Conversion. To the extent permitted by law, in the event that the Developer converts Project units to condominium or cooperative tenancy 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.

7. 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, the Developer or the 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.

The Developer shall retain such certificates for not less than three (3) years, and upon the City's request, shall provide copies of such certificates to City and make the originals available for the City inspection.

8. 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 the Developer, grant exceptions to the occupancy standards, but only to the extent such exceptions are consistent with Applicable Laws, and do not increase the City's obligations or liabilities under this Agreement, or diminish or impair the City's rights and remedies under this Agreement.

9. 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 the City in a form reasonably satisfactory to the 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 7, above. Upon the written request of the City and not less than four (4) business days' prior written notice, and at no expense to the Developer, the Developer shall allow the City's Authorized Representative to inspect and copy all records documenting the source of household income.

10. 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, the 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. The 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.

11. Non-Discrimination. The 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. The 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.

12. Reporting Requirements; Access to Information; Inspections.

a. Maintenance of Records. The 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. The City shall notify the Developer of any records it deems insufficient. The 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, the 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) The Developer shall provide to the 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 the Developer, upon the City's written request and not less than four (4) business days' prior written notice, and at no expense to the 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 the Developer, the 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 the 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 the City hereunder subject to any right of Developer to seek a protective order to prevent the disclosure of any confidential or privileged information.

13. 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.

14. Binding Upon Successors; Covenants to Run with the Land. The Developer hereby subjects its interest in the Affordable Units to the covenants and restrictions set forth in this Agreement. The City and the 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 the Developer and the 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 the City. Any successor-in-interest to the 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, the Developer hereby covenants to obtain and deliver to the 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.

The 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 the City.

Without limiting the generality of the foregoing, the Developer and the 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 the 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 the 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.

15. Project Construction; Property Management; Repair and Maintenance; Marketing.

a. Management Responsibilities. The 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. The City shall have no responsibility for construction, rehabilitation, management, repair, maintenance or marketing of the Affordable Units.

b. Management Entity. If the 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 the 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 15.f. of this Agreement.

c. Management Policies. The 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 the City upon their initial adoption and thereafter upon the City's written request.

d. Repair, Maintenance and Security. Throughout the term of this Agreement, the 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, the 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. The Developer shall prevent and/or rectify any physical deterioration apart from reasonable wear and tear of the Affordable Units and shall make all repairs, renewals and replacements necessary to keep the Affordable Units and the improvements located therein in good condition and repair. The Developer shall provide adequate security measures, 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, the Developer shall limit the installation of satellite dish, antenna and other such equipment to screened locations on the Affordable Unit buildings as approved by the City. The 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, the 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 the Developer plans to market the Affordable Units to prospective Lower Income Households in accordance with fair housing laws and this Agreement, the Developer's tenant selection criteria, and how the Developer plans to certify the eligibility of Lower Income Households. The Plan shall also describe the management team and shall address how the 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. The 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. The 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, the Developer shall not be required to pay any such charge so long as: (a) the Developer is contesting such charge in good faith and by appropriate proceedings, (b) the Developer maintains reserves adequate to pay any contested liabilities, and (c) on final determination of the proceeding or contest, the 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, the 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.

16. **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 the Developer, including: (i) providing the City or its successor with copies of any notices of default in the same manner as provided to the 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.

17. **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.

18. **Default and Remedies.**

a. **Events of Default.** An Event of Default shall arise hereunder if the 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, the 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. The 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 the 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.

19. **Indemnity.** To the fullest extent permitted by law, the Developer shall indemnify, defend and hold the 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 the Developer’s performance of or any failure to perform any obligation as and when required by this Agreement. The Developer’s indemnification obligations under this Section 19 shall not extend to Claims resulting solely from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 19 shall survive the expiration or earlier termination of this Agreement.

20. **Expenses.** The 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's City Council ("City Council") which is in force and effect for a similar class of affordable units.

21. 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 the City of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by the 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 the City at any time to require strict performance by the 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 the 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 the 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 the City or to the 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 the Developer shall be addressed as follows:

To the Developer: San Giorgio, LLC
P.O. Box 518
Montebello, CA 90640
Attn: Joseph De Lorenzo and Anthony De Lorenzo
E-Mail:

Any notice to be delivered to City shall be addressed as follows:

To the City: City of Montebello
1600 W Beverly Blvd

Montebello, CA 90640
Attention: Planning & Community
Development Director
E-Mail: JPalombi@cityofmontebello.com

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 the Developer and the City shall not be construed as a joint venture, equity venture, partnership or any other relationship. The City neither undertakes nor assumes any responsibility or duty to the Developer (except as expressly provided in this Agreement) or to any third party with respect to the Project. The Developer and its employees are not employees of the City but rather are, and shall always be considered independent contractors. Furthermore, the Developer and its employees shall at no time pretend to be or hold themselves out as employees or agents of the City. Except as the City may specify in writing, Developer shall not have any authority to act as an agent of the City or to bind the City to any obligation.

f. Action by the City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City's Authorized Representative or by any person who shall have been designated by the 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 the City, or for any amount of money which may become due to the Developer or its successor or for any obligation of the 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. Exhibit A, Exhibit B, 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.

SAN GIORGIO, LLC, a California limited liability company (“Developer”)

By:_____

Name:

Title:

CITY OF MONTEBELLO, a municipal corporation (“City”)

By:_____

Name:

Title: City Manager

APPROVED AS TO FORM:

By:

Arnold M. Alvarez-Glasman
City Attorney

ATTEST:

By:

Christopher Jimenez
City Clerk

[Principal Signatures to be notarized]

Exhibit A
to Regulatory Agreement

Legal Description

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:

Exhibit B
to Regulatory Agreement

Exhibit C
to Regulatory Agreement

**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:

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Exempt from recording fees pursuant to Government Code
Section 27383

CERTIFICATE OF COMPLETION

THIS CERTIFICATE OF COMPLETION ("Certificate of Completion") is made by the **CITY OF MONTEBELLO**, California municipal corporation (the "City"), in favor of **SAN GIORGIO, LLC**, a California limited liability corporation (the "Developer"), as of the date set forth below.

RECITALS

A. The City and the 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, the City and the Developer hereby agree as follows:

1. The City has issued to the 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 the 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__.

SAN GIORGIO, LLC, A California Limited Liability Corporation (“Developer”)

By: _____
Name:
Title:

CITY OF MONTEBELLO, a municipal corporation (“City”)

By: _____
Name:
Title: City Manager

[Principal Signatures to be Notarized]

Exhibit A
to Certificate of Completion

Legal Description

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:

**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:

San Giorgio, LLC
P.O. Box 518
Montebello, CA 90640
Attn: Joseph De Lorenzo and Anthony De Lorenzo

APN(s):

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Exempt from recording fees pursuant to Government Code
Section 27383

**DENSITY BONUS HOUSING AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS**

BY AND BETWEEN

THE CITY OF MONTEBELLO,
A California Municipal Corporation

and

SAN GIORGIO, LLC
A California Limited Liability Corporation

DENSITY BONUS HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

This Density Bonus Housing Agreement and Declaration of Restrictive Covenants (the “Agreement”) is effective as of the ____ day of _____, 2023 (the “Effective Date”) by and between the **CITY OF MONTEBELLO**, a municipal corporation (the “City”), and **SAN GIORGIO, LLC**, a California limited liability company (the “Owner”). The City and the Owner are hereinafter sometimes referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

A. As of the Effective Date, the Owner is the current owner in fee of that certain real property located at: 608, 612 and 616 Hart Place in the City of Montebello, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as Exhibit A and incorporated herein by this reference (the “Property”).

B. The Owner, or a general partner of Owner, submitted to the City a request for a zone change, site plan review, and tentative parcel map (“Case No. PC-2022-003-SPR-ZC-TPM”), Development Agreement (“DA”) No. 01-22, and a Density Bonus Agreement) to allow the development of a multi-family rental project consisting of sixteen (16) units, four (4) units of which are to be rent restricted at an affordable housing cost to Low Income Households and the remaining residential units will be rented out at market rental rate (the “Project”). The Property is currently located in a Commercial Restricted (C-R) Zone—an approval of the Zone Change and Housing Opportunity Overlay Zone as permitted under Montebello Municipal Code (“MMC”), Title 17, Chapter 17.47 (Housing Opportunity Overlay Zone) would permit construction of the contemplated multi-family residential housing.

C. Pursuant to California Law (Government Code sections 65915-65918) (the “State Density Bonus Law”) and Section 17.47 of the MMC (Housing Opportunity Overlay Zone), projects that include specified levels of affordable housing are entitled to apply for and receive certain density bonuses, concessions, and incentives, and waivers or reductions of development standards in order to facilitate the economic and physical feasibility of those projects.

D. Since the Owner is proposing to restrict four (4) residential units of the sixteen (16) residential units of the maximum allowable gross residential density to Low Income Households, the Owner is entitled to thirty-five percent (35%) density bonus above the otherwise maximum allowable residential density, pursuant to Government Code section 65915(f), and three (3) concessions or incentives pursuant to Government Code section 65915(d)(2)(C), and waivers pursuant Section 65915(e)(1).

E. The Owner has also requested certain concessions or incentives and waiver or reduction of development standards relating for the Project. The purpose of this Agreement is to implement the density bonus, concessions or incentives, waiver or reduction of development standards and to set forth the terms and conditions for the implementation of the Project’s requirement to provide affordable housing units in exchange for receiving the density bonus units and concessions or incentives and waiver or reduction of development standards.

F. On _____, the City of Montebello Planning Commission (“Planning Commission”) adopted Planning Commission Resolution No. _____ recommending approval to the City’s City Council (“City Council”) of Case No. PC-2022-0003-SPR-ZC-TPM, ENV No. 13-22-CE, Density Bonus Agreement, and Ordinance No. _____ approving DA No. 01-22.

G. On _____, the City Council approved Case No. PC-2022-0003-SPR-ZC-TPM, ENV No. 13-22-CE, and the Density Bonus Agreement.

H. On _____, the City Council adopted Ordinance No. _____ approving DA No. 01-22.

I. The City desires to encourage and facilitate the development of affordable housing.

J. The development of the Project on the Property pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the City and the welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein by this reference and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS.** In addition to the terms that may be defined elsewhere in this Agreement, the following terms when used in this Agreement shall be defined as follows:

1.1 **“Adjusted by Household Size Appropriate to the Unit”** shall mean means the household size as defined under California Health & Safety Code section 50052.5(h). The determination of an occupant's status as an Eligible Household (defined below) shall be made by Owner prior to initial occupancy of an Affordable Unit in the Project by such occupant.

1.2 **“Affordable Unit” or “Affordable Units” or “Target Unit”** means individually or collectively, as the case may be, the four (4) residential units that will be required to be rented to and occupied by a Low Income Household at an Affordable Rent in accordance with this Agreement.

1.3 **“Affordable Rent”** shall mean the maximum monthly rental rates for the Affordable Units, calculated as set forth in this Agreement, not to exceed the Affordable Rent for Low Income Households as annually determined pursuant to California Health & Safety Code Section 50053(b)(4), as the date hereof.

1.4 **“Area Median Income”** means the Los Angeles County, California area median income, Adjusted by Household Size Appropriate to the Unit, as periodically published by the State of California Department of Housing and Community Development in section 6932 of Title 25 of the California Code of Regulations, or successor regulation.

1.5 **“Density Bonus Units”** means the units in addition to the base units that shall develop pursuant to the density allowance in State Density Bonus Law, the Montebello Municipal Code, and the terms and conditions of this Agreement, of which Developer would not be entitled to develop without providing the Affordable Units.

1.6 **“Eligible Household”** shall mean a person or family that meets the definition of Low Income Household.

1.7 **“Low Income Household”** means persons and households as defined under California Health & Safety Code section 50079.5.

2. DEVELOPMENT OF THE PROPERTY

2.1 Overall Project. The Owner shall develop, or cause to be developed, the Property with sixteen (16) two (2) bedroom residential units, four (4) of which shall be restricted to rental by Low Income Households and twelve (12) market rate rental units, along with appurtenant amenities.

2.2 Total Number of Affordable Units; Location, Size, Number of Bedrooms. The Project shall have a minimum of four (4) Affordable Units and appurtenant amenities, pursuant to the terms and conditions of this Agreement. Each Affordable Unit shall be a two (2) bedroom unit. The Affordable Units shall be rented to Low Income Households whose income does not exceed the income restrictions pursuant to California Health & Safety Code section 50053. The Affordable Units shall be located throughout the Project, not clustered in one area or building, and shall be distributed in the same proportion as market rate units within the Project.

Each Affordable Unit within the Project shall be the same or substantially the same size as the equivalent sized market rate unit and have the same parking as required by the City and other appurtenant amenities as approved by the City for the Project and shall be constructed with the same exterior appearance and interior features, fixtures, and amenities, which shall be the same type and quality of materials as provided for the balance of the market rate units.

2.3 Facilities. All of the units in the Project shall contain facilities adequate for living, sleeping, eating, cooking and sanitation in accordance with all applicable federal, state and local laws and codes. The development and maintenance of the units shall comply with the City’s building code and all other applicable local codes, development standards, ordinances and zoning ordinances in effect, and the units shall be decent, structurally safe and sanitary and shall conform to the building, electrical, plumbing, mechanical and energy codes that have been adopted by the City. To the extent applicable, the Project shall comply with the accessibility requirements at 24 CFR Part 8, which implements Section 504 of the Development Act of 1973 (29 U.S.C. 794) and, if applicable, the design and construction requirements at 24 CFR 100.205 for covered multifamily dwellings, as defined at 24 CFR 100.201, which implements the Fair Housing Act (42 U.S.C. 3601-3619).

2.4 Restrictions. None of the units in the Project will at any time be utilized on a transient basis or will ever be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, or trailer court or park, or any other use that is inconsistent or incompatible with this Agreement.

2.5 Waiver of Density Bonus Units. In accordance with the State Density Bonus Law, the Owner is entitled to a thirty-five percent (35%) density bonus in exchange for designating four (4) Affordable Units. However, Developer has elected to forego and waives all density bonus units that the Developer is entitled to receive under State Density Bonus Law.

2.6 Concessions or Incentives; Waiver or Reduction of Development Standards. Under the State Density Bonus Law, the City is required to provide concessions or incentives in addition to the density bonus itself. In exchange for restricting 25% of the base units for low income pursuant to Government Code Sections 65915(d)(2)(C) and (e)(1).

2.6.1 The Parties agree that Owner shall receive the following concession, incentives, and waivers:

- (a) Increase in the maximum allowable lot coverage from 60% to 67.2%.
- (b) Reduction in the minimum required private open space from 2,400 square feet to 910 square feet.
- (c) Reduction in the minimum required total open space (including private and common open space) from 4,800 square feet to 4,770 square feet.
- (d) Reduction in the required additional setback for portion of building over fifteen feet:
 - 1. Required front setback reduced from 26 feet to 20 feet and 2 inches
 - 2. Required side setback reduced from 11 feet to 10 feet and 2 inches
 - 3. Required rear setback reduced from 16 feet to 10 feet and 2 inches
- (e) Increase in the maximum allowable building height from 25 feet to 35 feet.

2.6.2 Satisfaction of City's Obligations. The Owner acknowledges and agrees that the concessions, incentives, and waivers identified in Section 2.6.1 are satisfactory to the Owner, and the Owner's receipt of such concessions and incentives are sufficient to fully comply with the requirements of Government Code section 65915 (d)(2).

2.7 Planning Approvals; Environmental Review. The Owner acknowledges that the City is a "public entity" and/or a "public agency" as defined under applicable California law. Therefore, the City must satisfy the requirements of certain California statutes relating to the actions of public entities, including, without limitation, the California Environmental Quality Act ("CEQA"). Also, as a public entity, the City's action in approving this Agreement may be subject to proceedings to challenge or invalidate this Agreement or mandamus. The Owner assumes the risk of delays and damages that may result to the Owner from any third-party legal actions related to the City's approval of this Agreement or pursuit of the activities contemplated by this Agreement, even in the event that an error, omission or abuse of discretion by the City is determined to have occurred. If a third-party files a legal action regarding the City's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, the City may terminate this Agreement on thirty (30) days' advance written notice to the Owner of the City's intent to terminate this Agreement, referencing this Section 2.6, without any further obligation to perform the terms of this Agreement and without any liability to the Owner resulting from such termination, unless the Owner unconditionally agrees in writing to indemnify and defend the City, with legal counsel acceptable to the City, against such third-party legal action, such indemnity agreement to be in form and content satisfactory to the City.

2.8 Laws and Regulations; Prevailing Wage. To the extent applicable, the Owner shall cause all construction and other work performed in connection with the Project to be performed in compliance with (i) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, including without limitation and to the extent applicable, the prevailing wage provisions of the federal Davis-Bacon Act and implementing rules and regulations, and state residential prevailing wages pursuant to California Labor Code Section

1770 et seq., and the regulations pursuant thereto; and (ii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The construction work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and the Owner shall be responsible to the City for the procurement thereof, as may be required of the Owner and all entities engaged in work on the Property.

The Owner shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of the Owner, its contractor and subcontractors, to pay prevailing wages as determined pursuant to the prevailing wage provisions of applicable laws and implementing rules and regulations in connection with the construction work or any other work undertaken or in connection with the Property or the Project. The requirements in this Section shall survive any termination of this Agreement.

2.9 Local Marketing of Affordable Units. To the extent permitted by law, the Owner agrees to develop and submit to the City for approval a local marketing plan. The marketing plan shall include reasonable measures for marketing Affordable Units to existing residents, business owners, and individuals employed within City.

3. OCCUPANCY OF UNITS BY ELIGIBLE HOUSEHOLDS

3.1 Income Restrictions. The Project shall have not less than four (4) Affordable Units constructed and available to and occupied by Low Income Households. The Affordable Units shall be available at rents that do not exceed thirty percent (30%) of sixty percent (60%) Area Median Income for Los Angeles County, Adjusted by Household Size Appropriate to the Unit, less a reasonable utility allowance for tenant-paid utilities based on the published utility schedules of the Housing Authority of the County of Los Angeles.

3.2 Affordable Rent. The Owner shall only rent the Affordable Units to Eligible Households at Affordable Rents. For purposes of demonstration only, Exhibit B attached hereto illustrates the steps for calculating Affordable Rents for the Affordable Units. Owner shall not increase Affordable Units' rents more than one (1) time per twelve (12) month period and any increase shall not exceed the permitted Affordable Rent at the time of increase.

3.3 It is further understood that a voluntary transfer, such as a sale, does not permit a reduction in the number of Affordable Units requirement contained in 3.1.

3.4 The income of all adult and emancipated minor persons residing in an Affordable Unit shall be considered for purposes of calculating the applicable income. No less than one (1) person per bedroom shall be allowed. No more than two (2) persons per bedroom plus one (1) additional person equaling a maximum of seven (7) persons per three (3) bedroom Affordable Unit.

3.5 Income Verification. During the Term of this Agreement, the Owner shall, at Owner's sole cost and expense, determine and verify the eligibility of Low Income Households for the rental of the Affordable Units in accordance with the terms and conditions set forth in this Agreement. Verification of eligibility shall be based on the following information and any other information reasonably requested by the City, including but not limited to: photo identification, social security cards, tax returns, employment income, unemployment compensation, Social Security award letter, Supplemental Security Income (SSI), pension/retirement income, Disability income, Welfare, CalWorks, General Relief, child/alimony support,

Veterans' Affairs benefits, other sources of income including cash, bank accounts, interest earned from investments or bank accounts, stocks, annuities, bonds, trust, and other investments, investment property, life insurance policies, educational grants and scholarships. With respect to the initial lease-up of the Affordable Units, the Owner shall submit to the City all supporting documentation establishing that the Affordable Units are to be leased to Eligible Households for review and final approval prior to leasing any Affordable Units.

3.6 Monitoring & Recertification; Annual Report. Within sixty (60) days prior to the first anniversary date of the occupancy of an Affordable Unit by an Eligible Household, and on each anniversary date thereafter, or if preferred by the Owner and approved in writing by the City, within sixty (60) days prior to January 1 of each year, the Owner shall recertify the income of such Eligible Household based upon the current income of each occupant of the Affordable Unit on a form approved by the City. In the event that recertification demonstrates that a Household's income exceeds the income permitted for Eligible Household, status, the Owner shall perform either of the following: (1) To the extent permitted by applicable law, the occupants' lease shall not be renewed and said occupants shall be required to vacate the unit within one hundred and eighty (180) days after the recertification; or (2) the next available Unrestricted Unit in the Project shall be leased as an Affordable Unit at Affordable Rent to an Eligible Household in accordance with this Agreement. The Owner shall submit an annual report to the City, which includes the name, address and income of each person occupying the Affordable Units, identification of the bedroom size, monthly rent, initial occupancy date, copies of all documents used by the Owner to certify the occupant household qualifies as an Eligible Household (to the extent not previously delivered), and copies of the leases and any amendments (to the extent not previously delivered).

3.7 City Monitoring Fee. For purposes of defraying the monitoring activities required to ensure compliance with the State Density Bonus law and the covenants set forth herein, the Owner shall pay the City Monitoring Fee no later than December 31 of each year during the Term of this Agreement in an amount as established by resolution of the City Council of the City of Montebello. The City shall deliver to the Owner an invoice for the City Monitoring Fee no later than November 30 of the same year for which payment will be due. In the event that City fails to deliver an invoice for the applicable year, the Owner shall have no obligation to pay the City Monitoring Fee for that year only, and the Owner shall not be relieved of the payment obligation for any future City Monitoring Fees for which the City timely delivers an invoice. The City Monitoring Fee shall be used to monitor compliance with the State Density Bonus and covenants set forth herein.

3.7 Monitoring; Recordkeeping. Throughout the term of this Agreement, the Owner shall maintain complete and accurate records pertaining to the Affordable Units, and upon request, shall submit to City within 14 days of request, a rent report for each Unit, containing, at a minimum, (i) the size of unit, (ii) the number of persons in unit, (iii) tenant name, (iv) initial occupancy date, (v) rent paid per month, (vi) gross income per year at the time the resident(s) were last required to re-certify their income, (vii) percent of rent paid in relation to income at the time the resident(s) were last required to re-certify their income, and (viii) copies of those documents used by the Owner to certify the tenant as an Eligible Household. Representatives of the City shall be entitled to enter the Housing Project, upon at least forty-eight (48) hour notice, to monitor compliance with this Agreement, to inspect the records of the Housing Project, including, but not limited to, those records pertaining to tenant eligibility and occupancy of the Affordable Units, and to conduct an independent audit or inspection of such records. The Owner agrees to cooperate with the City in making the said records available for such inspection or audit. The Owner agrees to maintain records in businesslike manner, and to maintain such records for at least three (3) years.

4. DURATION OF AFFORDABILITY RESTRICTIONS. The Affordable Units shall be subject to the requirements of this Agreement for fifty-five (55) years, commencing upon the date of recordation of this Agreement (“Term”). The Owner hereby agrees that the Project is to be owned, managed, and operated as a project for Eligible Households for the term of this Agreement subject to the terms of this Agreement including, without limitation, sections 1.2 and 3.1-3.7, above. Upon the written request of the Owner to City following the conclusion of the fifty-five (55) year affordability period, the City shall execute and record an instrument terminating and releasing the Density Bonus Agreement for the benefit of Owner and which shall not be unreasonably delayed by the City.

5. NON-DISCRIMINATION COVENANTS. The Owner herein covenants by and for itself, its successors or 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 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 sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Units, nor shall the Owner or any person claiming under or through him or her, establish or permit any 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 the Project. The foregoing covenants shall run with the land.

6. COVENANTS RUNNING WITH THE LAND. The Owner hereby subjects the Project to the covenants, reservations, and restrictions set forth in this Agreement. The City and the Owner hereby declare their express intent that all such covenants, reservations, and restrictions shall be deemed covenants running with the land and shall pass to and be binding upon the Owner’s successors in title to the Project; provided, however, that on the termination of this Agreement said covenants, reservations and restrictions shall expire, except the nondiscrimination covenants contained in Section 5 shall remain in perpetuity. The covenants established in this Section 6 shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City and its successors and assigns, and shall remain in effect in perpetuity.

7. MAINTENANCE AND MANAGEMENT OF PROPERTY.

7.1 Property Maintenance. For the Term of the Agreement, the Owner shall maintain or cause to be maintained the Property and all improvements on the Property in good condition or repair (and, as to landscaping, in healthy condition) and in accordance with all applicable laws, rules, ordinances, and regulations of all federal, state, county, and municipal, and other governmental agencies or bodies having jurisdiction over the Property. The City places prime importance on quality maintenance to ensure that residential developments which include affordable units are not allowed to deteriorate due to substandard maintenance or otherwise maintained in a manner constituting a public nuisance. In addition, the Owner shall keep the Property free from all graffiti and any accumulation of debris or waste material. The Owner shall make all repairs and replacements necessary to keep the improvements in first class condition and repair and shall promptly eliminate all graffiti and replace dead and diseased plants and landscaping with comparable materials. In the event that the Owner breaches any of the covenants contained under this Section 7.1 and such default continues for a period of five (5) calendar days after written notice from the City is given to the Owner (or such longer time as specified by the City), then the City, in addition to whatever other remedy it may have at law or in equity, shall have the right to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas of the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts or work of protection, maintenance, and preservation by the City and/or

cost of such cure, including a ten percent (10%) administrative charge, which amount shall be promptly paid by the Owner to the City upon demand.

7.2 Parking.

7.2.1 Parking Enforcement and Management. The Owner shall prohibit residents from parking vehicles on any unpaved surfaces, such as lawns, gravel, or dirt surfaces. All guest parking spaces shall be reserved for guests and tenants shall be prohibited from parking in designated guest parking spaces. The Owner shall diligently enforce and take corrective action of any violation of parking covenants contained herein, rules promulgated by the Owner for the Project, municipal or state parking regulations as permitted under the law, or such other laws as may be enacted in the future. The Owner shall be required to include all parking requirements set forth in Section 7.2 as part of tenant rules and regulations provided to all tenants upon lease execution.

7.2.2 [Parking Availability in Garages]. Each of the residential units will be assigned a garage designed to accommodate one (1) automobile for 1-bedroom units and two (2) automobiles for 2 to 3-bedroom units. The Owner shall take reasonable steps to inform tenants and ensure that all tenants within the Project shall keep the garage readily available for the parking of the tenants' automobiles within the garage at all times, and shall not store or maintain personal property in the garage or otherwise use the garage or any portion thereof, if such storage or use would prevent, prohibit, and/or impede such tenant from parking one (1) automobile for 1-bedroom units and two (2) automobiles for 2 to 3-bedroom units therein for which said garage was originally designed and constructed to accommodate. Each tenant shall use the parking spaces within their respective garage for parking his or her vehicles. The Owner shall inspect tenant garages quarterly unless sooner notified of violations of this Section. The Owner shall ensure that all tenant leases contain adequate provisions authorizing inspections of all units. The Owner shall notify the City at least seven (7) days in advance of scheduled garage inspections and shall authorize the City to accompany the Owner or its designee during the garage inspections.

7.2.3 Parking Plan. The Owner shall submit to the City a Parking Plan, which shall contain all notices, rules, and regulations regarding tenant parking of vehicles within the Project. The purpose of the Parking Plan shall be to effectively notify and educate tenants of all parking requirements contained in this Agreement, city entitlements, and pursuant to City and State law. The Parking Plan shall be part of terms and conditions of all tenant leases.

8. EVENTS OF DEFAULT. An “Event of Default” shall occur under this Agreement in the event there is a material breach of any provision, condition, covenant, warranty, promise or representation contained in this Agreement, and such breach continues for a period of thirty (30) days after written notice thereof to the defaulting party, the limited partners of the Owner and to any lenders of the Owner that have provided the City with notice information (“Parties With Cure Rights”) without the defaulting party or other person possessing cure rights curing such breach; provided, however, if such default is of the nature requiring more than 30 days to cure, the defaulting Party shall avoid default hereunder by commencing to cure within such 30 day period, and thereafter diligently pursuing such cure to completion within an additional sixty (60) days following the conclusion of such 30 day period (for a total of ninety (90) days). Except as required to protect against further damages, the injured Party may not institute proceedings against the Party in default until the time for cure has expired. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Furthermore, the City agrees that, in the case of a default by the Owner, the City shall give notice of such default to all Parties With Cure Rights and that any such party shall have the right, but not the obligation, to cure the default to the same extent as the Owner and the City agrees to accept cure from any of the Parties With Cure Rights to the same extent as it would be obligated to accept cure from the Owner.

9. REMEDIES; TERMINATION. The occurrence of any Event of Default shall give the non-defaulting party the right to proceed with any and all remedies set forth in this Agreement.

9.1 Owner Default; City’s Remedies. The City’s remedies include, but are not limited to, the following: (i) waive in its sole and absolute discretion such default as not material; (ii) to refuse processing of an application or construction of construction on the Property or any portion thereof owned or controlled by the Owner, including, but not limited to, the withholding of grading, excavation, building, and occupancy permits; (iii) to pursue legal remedies provided by law; (iv) terminate this Agreement Section 9.3; (v) delay or suspend the City’s performance under this Agreement; and (vi) to cure and charge back costs to the Owner in emergency situations, in the good faith determination of the City, an immediate danger to the health or safety of persons or danger to the Property, with such prior notice to the Owner as is appropriate under the circumstances.

9.2 City Default; Owner’s Remedies. The Owner’s remedies include, but are not limited to, the following: (i) waive in its sole and absolute discretion such default as not material; (ii) pursue legal remedies provided by law; (iii) terminate this Agreement pursuant to Section 9.3; and (iv) delay or suspend Owner’s performance under the Agreement which is delayed or precluded by the default of the City.

9.3 Termination. Because of the substantial reliance of both the Owner and the City on the provisions of this Agreement in implementing the development of the Project, both Owner and City desire to avoid termination of this Agreement when other appropriate remedies or procedures to resolve disputes or problems exist. Prior to termination the City and the Owner will meet and confer with the objective of attempting to arrive at a mutually acceptable alternative to termination, which substantially advances the objectives of both in entering into this Agreement. Accordingly, this Agreement may be terminated by a party only under any one or more of the following:

- a. By expiration of its Term, as provided under Section 4 hereof.
- b. By a material breach by a party following expiration of applicable notice and cure periods set forth under Section 8 hereof, for which the non-defaulting party in the good faith exercise of its judgment determines that other remedies hereunder are inadequate or not available to correct such default or provide substantial relief to the non-defaulting party.

9.4 Effect of Termination on Owner Obligations. Termination of this Agreement shall not affect any requirements to comply with the terms and conditions of the applicable zoning, any development plan approvals, approval and acceptance of infrastructure improvements, any applicable permit(s), or any subdivision map or other land use entitlements approved with respect to the Property, nor shall it affect any other covenants of the Owner specified in this Agreement to continue after the termination or expiration of this Agreement.

10. RIGHTS AND REMEDIES CUMULATIVE. No right, power, or remedy given to the City or the Owner by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the City or the Owner by the terms of any such instrument, or by any statute or otherwise against any other person.

11. PERMITS AND PROCESSING; COMPLIANCE WITH LAWS. The Owner at its sole cost and expense shall secure or cause to be secured any and all permits that may be required by the City or any other federal, state, or local government entity having or claiming jurisdiction over the Property or Project, except as provided by this Agreement. Upon securing any and all permits, the Owner shall carry out and perform the development of the Project in accordance with plans approved by the City, and in conformity with all applicable federal, state, and local laws and regulations.

12. EFFECT ON PERMITTED ENCUMBRANCES. This Agreement and any renewals or extensions thereof shall unconditionally be and remain at all times a lien on the Property and the Project prior and superior to the lien created by the lien or charge of any mortgage or deed of trust or security recorded of record against the Property. 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 or deed of trust or security recorded of record against the Property; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, provisions and limitations, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

13. RELATIONSHIP BETWEEN CITY AND OWNER.

13.1. Cooperation. It is hereby acknowledged that the relationship between the City and the Owner is not that of a partnership or joint venture and that the City and the Owner shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein, the City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Project. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

13.2 Non-Liability of Officials and Employees of City. No member, official or employee of the City shall be personally liable to the Owner or any successor in interest, in the event of any Default or breach by the City or for any amount which may become due to the Owner or its successors, or on any obligations under the terms of this Agreement.

13.3 City Approvals and Actions. The City shall maintain authority of this Agreement and the authority to implement this Agreement through the City's City Manager ("City Manager") or designee. The City Manager or designee shall have the authority to make approvals, issue interpretations, waive provisions, make and execute further agreements and/or enter into amendments of this Agreement on behalf

of the City so long as such actions do not materially or substantially change the uses or development permitted on the Property. All amendments to this Agreement shall be duly executed and recorded in the Official Records of the County of Los Angeles.

13.4 Conflicts of Interest. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

13.5 Project as Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. No partnership, joint venture, or other association of any kind is formed by this Agreement. The only relationship between the City and the Owner is that of a government entity regulating the development of private property and the owner of such property.

14. [Intentionally Deleted.]

15. MISCELLANEOUS.

15.1 Waiver of Terms and Conditions. The City may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

15.2 Integration. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, except as otherwise provided. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. This Agreement constitutes the entire understanding and agreement of the parties, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

15.3 Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both parties.

15.4 Modifications. Any alteration, change, or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

15.5 Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

15.6 Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day and including the last day, unless the last day is a holiday or Saturday

or Sunday, and then that day is also excluded. The term “holiday” shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

15.7 Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

15.8 Time of Essence. Time is expressly made of the essence with respect to the performance by the City and the Owner of each and every obligation, covenant and/or condition of this Agreement. No later than ten (10) days following execution of this Agreement by the City, the Owner shall record or shall cause to be recorded in the Official Records for Los Angeles County, California, an executed original of this Agreement. The City shall cooperate with the Owner in promptly executing in recordable form this Agreement.

15.9 Indemnification. In addition to any other indemnification specifically provided in this Agreement, Owner agrees to defend (with counsel of the City’s choosing and the consent of the Owner, which shall not be unreasonably withheld, and which may be joint defense counsel upon the City’s and the Owner’s consent), indemnify and hold harmless the City and its officers, officials, agents, employees, representatives, and volunteers (collectively, “Indemnitees”) from and against any loss, liability, claim, or judgment arising from any act or omission of the Owner in connection with its obligations under this Agreement, except to the extent caused by the negligence or misconduct of Indemnitees.

15.10 Notices. As used in this Agreement, “notice” includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder. All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charge prepaid, and addressed to the recipient named below; or (iii) two (2) days after deposit in the United States mail in a sealed envelope, first class mail and postage prepaid, and addressed to the recipient named below; or (iv) one (1) day after deposit with a known and reliable next-day document delivery service (such as Fed Ex), charges prepaid and delivery scheduled next-day to the recipient named below, provided that the sending party receives a confirmation of delivery from the delivery service provider; or (v) the first business day following the date of transmittal of any facsimile, provided confirmation of successful transmittal is retained by the sending Party. All notices shall be addressed as follows:

If to the City:	City of Montebello 1600 W Beverly Blvd Montebello, CA 90640 Attn: Director of Community Development
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If to the Owner:	San Giorgio, LLC P.O. Box 518
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Montebello, CA 90640

Attn: Joseph De Lorenzo and Anthony De Lorenzo

15.11 Counterparts. This Agreement may be executed in two or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall, together, constitute and shall be one and the same instrument. This Agreement shall not be effective until the execution and delivery by the Parties of at least one set of counterparts. The Parties hereunder authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

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

15.13 Attorneys' Fees and Cost. If either Party to this Agreement commences an action against the other Party arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, expert witness fees, costs of investigation, and cost of suit from the losing Party.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective on the day and year set forth in the preamble above.

CITY OF MONTEBELLO,
a California municipal corporation (the “CITY”)

By: _____

Name:

Title: City Manager

Date: _____

APPROVED AS TO FORM:

By: _____

Arnold M. Alvarez-Glasman
City Attorney

SAN GIORGIO, LLC, a California Limited
Liability Corporation (the “OWNER”)

By: _____

Name: _____

Its: _____

EXHIBIT A

To Density Bonus Agreement and Declaration
of Restrictive Covenants

LEGAL DESCRIPTION OF THE PROPERTY

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

EXHIBIT B
To Density Bonus Agreement and Declaration
of Restrictive Covenants

LOW INCOME RENT CALCULATION

The maximum monthly rent for each of the _____ (____) affordable units is calculated in accordance with Sections 50052.5 and 50053 of the Health and Safety Code. The Area Median Income used to calculate rents are contained in the State Income Limits Memorandum published by the California Department of Housing and Community Development.

STEP 1. Identify Area Median Income for Los Angeles County, adjusted for family size.¹

Example: \$64,800 (based on State Income Limits for 2017)

STEP 2. Calculate the product of 30% times 60% of the Area Median Income.

Example: $64,800 \times 50\% = 38,880$

$38,880 \times 30\% = 11,664$

STEP 3. Divide product by 12 months.

Example: $11,664 / 12 = 972$

STEP 4. Subtract Utility Allowance, as published in Los Angeles County Housing Authority utility schedules.

Example: $972 - 60 = \$912$ maximum monthly rent

¹ California Health & Safety Code Section 50052.5(h)

Notice of CEQA Exemption

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: 608, 612, and 616 Hart Place Multifamily Residential Project

Project Location: 608, 612, and 616 Hart Place

Case Number(s): PC-2023-0003-ZC-SPR-TPM, ENV No. 13-22-CE, & DA 01-22

Description of Nature, Purpose, and Beneficiaries of Project: The project involves amending the zoning designation of the property from C-R (Commercial Restricted) to C-R-HOO (Commercial Restricted with the Housing Opportunity Overlay) and merging three (3) parcels into one (1) parcel to allow the construction of sixteen (16) dwelling units.

Name of the Public Agency Approving the Project: City of Montebello

Name of Person or Agency Carrying Out the Project: Feng Xiao Architect Inc. on behalf of property owner, San Giorgio, LLC

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: Class 32- CEQA Section 15332 (In-fill Development Projects)
- ☐ Statutory Exemptions. State code number:

Justification for Project Exemption:

The Project is categorically exempt per §15332 - Class 32 (In-Fill Development Projects) of the CEQA Guidelines and none of the exceptions under § 15300.2 apply. CEQA Guidelines §15332 exempts projects which meet the following conditions:

(a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

(b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

(c) The project site has no value as habitat for endangered, rare or threatened species.

(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

(e) The site can be adequately served by all required utilities and public services

After the change of zone, the project will be consistent with the applicable general plan and zoning designations, policies and regulations. The proposed development occurs within city limits on a site of .44 acres surrounded by already developed urban/residential uses. The proposed project has been verified to present no value as habitat for endangered, rare, or threatened species and significant effects relating to traffic, noise, air quality, or water quality are not anticipated. Additionally, the site can be adequately served by all required utilities and public services.

Lead Agency Contact Person: Joseph Palombi, Director of Planning & Community Development

Area Code/Telephone/Extension: (323) 887-1478

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

City of Montebello



HART PLACE

608, 612 & 616 HART PLACE
MONTEBELLO, CA 90640

FENG XIAO ARCHITECT, INC.

PROJECT TEAM

OWNER:
SAN GIORGIO, LLC
PO BOX 518
MONTEBELLO, CA 90640

ARCHITECT:
FENG XIAO ARCHITECT, INC.
2540 HUNTINGTON DR., # 207
SAN MARINO, CA 91108
PHONE: 626.380.7098
EMAIL: FENG@FXARCHITECT.COM

CIVIL ENGINEER:
CAL LAND ENGINEERING, INC.
DBA QUARTECH CONSULTANTS
576 E. LAMBERT ROAD
BREA, CA 92821
PHONE: 714.671.1050 X 11
E-MAIL: LEE@CALLANDENG.COM

LANDSCAPE ARCHITECT:
FONG HART SCHNEIDER + PARTNERS
31742 COAST HIGH WAY
LAGUNA BEACH, CA 92651
PHONE: 949.645.9444
EMAIL: D.SCHNEIDER@FHSP.NET



OWNER:
SAN GIORGIO, LLC
PO BOX 518
MONTEBELLO, CA 90640

ARCHITECT:
FENG XIAO ARCHITECT, INC.
2540 HUNTINGTON DR., # 207
SAN MARINO, CA 91108
PHONE: 626.380.7098
EMAIL: FENG@FXARCHITECT.COM

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576 E. LAMBERT ROAD
BREA, CA 92821
PHONE: 714.671.1050 X 11
E-MAIL: LEE@CALLANDENG.COM

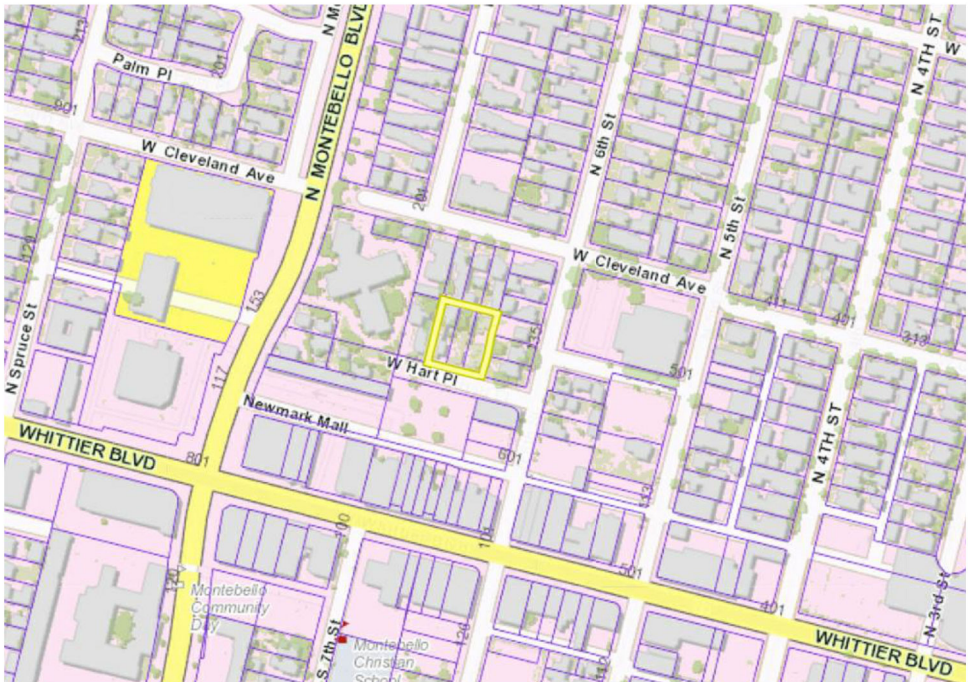
LANDSCAPE ARCHITECT:
FONG HART SCHNEIDER + PARTNERS
31742 COAST HIGH WAY
LAGUNA BEACH, CA 92651
PHONE: 949.645.9444
EMAIL: D.SCHNEIDER@FHSP.NET

SHEET LIST	
SHEET NUMBER	SHEET NAME

G001	COVER SHEET
G002	FIRE ACCESS PLAN
C-1	CONCEPTURAL GRADING
C-2	CONCEPTURAL GRADING
L101	LANDSCAPE GROUND FLOOR
L102	LANDSCAPE PLANT LIST + PHOTOS LEVEL 1
L103	WALL/FENCE PLAN
L104	WALL/FENCE DETAILS ELEVATIONS AND SECTIONS
L201	LANDSCAPE PLAN - LEVEL 2
L202	LANDSCAPE PLANT LIST + PHOTOS LEVEL 2
L203	FENCES / RAILINGS LEVEL 2
A001	SITE PLAN
A101	FLOOR PLAN - LEVEL 1
A102	FLOOR PLAN - LEVEL 2
A103	FLOOR PLAN - LEVEL 3
A104	ROOF PLAN
A111	UNIT PLANS
A201	BUILDING ELEVATIONS
A202	BUILDING ELEVATIONS
A301	BUILDING SECTIONS
A901	3D VIEWS
A902	3D VIEWS

22

VICINITY MAP



PROJECT DATA

PROJECT DESCRIPTION:
NEW SIXTEEN UNITS RESIDENTIAL DEVELOPMENT
INCLUDING 16 TWO-STORY TOWNHOUSE UNITS ABOVE
ONE STORY PARKING GARAGE.

ADDRESS: 608, 612 & 616 HART PLACE
MONTEBELLO, CA 90640

ASSESSOR NO.: 6346-026-009, & 6346-026-008 &
6346-026-007

LOT AREA: 19,140 SF (0.44 ACRE)

ZONE: CURRENT ZONE C-R, PROPOSED: HOO(HOUSING
OPPORTUNITY OVERLAY)

DENSITY:
REQUIRED: 16 UNITS/AC (MIN.), 80UNITS/ AC(MAX)
PROPOSED: 36 UNITS/AC

AREA:
PROPOSED: GROSS BUILDING AREA:30,802 SF
PROPOSED LIVABLE AREA: 17,547 SF
PROPOSED NONLIVABLE AREA: 12,037 SF

LEVEL 1 : 12,854 SF
• GARAGE: 11,509 SF(NON-LIVABLE)
• UTILITY: 311 SF(NON-LIVABLE)
• TRASH: 217 SF(NON-LIVABLE)
• COMMON: 817 SF(NON-LIVABLE)

LEVEL 2: 8,852 SF
• COMMON: 401 SF(LIVABLE)
• UNITS: 8,451 SF(LIVABLE)

LEVEL 3: 9,095 SF
• UNITS: 9,095 SF(LIVABLE)

PROPOSED LOT COVERAGE: 67.2%

SETBACK
FRONT YARD: 20' MIN.; PROPOSED: 20'-2"

SIDE YARD:
REQUIRED: 10' SETBACK; PROPOSED: 10'-2"

REAR YARD: 10' SETBACK.; PROPOSED: 10'-2"

DISTANCE BETWEEN BUILDINGS
REQUIRED: 10'-0" RESIDENTIAL USE.
PROPOSED: 10'-3"

BUILDING HEIGHT
ALLOWED: 3 STORIES, 35'
PROPOSED: 3 STORIES, 35'-0"

PARKING
TOTAL PARKING: 31(INCLUDING 2 H.C. VAN PARKING)

PROPOSED OPEN SPACE: 4,770 SF(TOTAL)
COMMON OPEN: 1,216 SF(LEVEL 1); 2,644 SF (LEVEL 2)
PRIVATE OPEN: 910 SF(LEVEL 2)

AREA SCHEDULE - NON-LIVABLE		
LEVEL	UNIT TYPE	AREA

LEVEL 1		
LEVEL 1	COMMON	335 SF
LEVEL 1	ELEVATOR	82 SF
LEVEL 1	GARAGE	11,498 SF
LEVEL 1	STAIR-1	191 SF
LEVEL 1	STAIR-2	209 SF
LEVEL 1	TRASH ROOM	217 SF
LEVEL 1	UTILITY	305 SF
LEVEL 1: 7		12,837 SF

LEVEL 2		
LEVEL 2	ELEVATOR	75 SF
LEVEL 2	STAIR-1	197 SF
LEVEL 2	STAIR-2	129 SF
LEVEL 2: 3		401 SF
Grand total: 10		13,238 SF

AREA SCHEDULE - UNITS		
LEVEL	UNIT TYPE	AREA

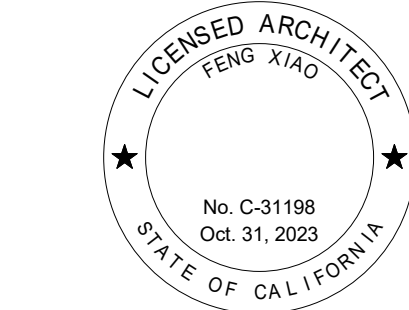
UNIT 01		
LEVEL 2	A2	515 SF
LEVEL 3	A2	545 SF
UNIT 01: 2		1,060 SF
UNIT 02		
LEVEL 2	A3	505 SF
LEVEL 3	A3	565 SF
UNIT 02: 2		1,070 SF
UNIT 03		
LEVEL 2	A1	515 SF
LEVEL 3	A1	545 SF
UNIT 03: 2		1,060 SF
UNIT 04		
LEVEL 2	A1	515 SF
LEVEL 3	A1	545 SF
UNIT 04: 2		1,060 SF
UNIT 05		
LEVEL 2	A3	505 SF
LEVEL 3	A3	565 SF
UNIT 05: 2		1,070 SF
UNIT 06		
LEVEL 2	A1	515 SF
LEVEL 3	A1	545 SF
UNIT 06: 2		1,060 SF

AREA SCHEDULE - UNITS		
LEVEL	UNIT TYPE	AREA

UNIT 07		
Level 2	A4	505 SF
Level 3	A4	565 SF
UNIT 07: 2		1,070 SF
UNIT 08		
LEVEL 2	B2	556 SF
LEVEL 3	B2	599 SF
UNIT 08: 2		1,155 SF
UNIT 09		
LEVEL 2	B1	540 SF
LEVEL 3	B1	578 SF
UNIT 09: 2		1,118 SF
UNIT 10		
LEVEL 2	B1	540 SF
LEVEL 3	B1	578 SF
UNIT 10: 2		1,118 SF
UNIT 11		
LEVEL 2	B1	540 SF
LEVEL 3	B1	578 SF
UNIT 11: 2		1,118 SF
UNIT 12		
LEVEL 2	B1	540 SF
LEVEL 3	B1	578 SF
UNIT 12: 2		1,118 SF

AREA SCHEDULE - UNITS		
LEVEL	UNIT TYPE	AREA

UNIT 07		
Level 2	A4	505 SF
Level 3	A4	565 SF
UNIT 07: 2		1,070 SF
UNIT 08		
LEVEL 2	B2	556 SF
LEVEL 3	B2	599 SF
UNIT 08: 2		1,155 SF
UNIT 09		
LEVEL 2	B1	540 SF
LEVEL 3	B1	578 SF
UNIT 09: 2		1,118 SF
UNIT 10		
LEVEL 2	B1	540 SF
LEVEL 3	B1	578 SF
UNIT 10: 2		1,118 SF
UNIT 11		
LEVEL 2	B1	540 SF
LEVEL 3	B1	578 SF
UNIT 11: 2		1,118 SF
UNIT 12		
LEVEL 2	B1	540 SF
LEVEL 3	B1	578 SF
UNIT 12: 2		1,118 SF



PLANNING
RESUBMISSION
08/04/22

NO.	DESCRIPTION	DATE

HART PLACE
608, 612 & 616 HART PLACE
MONTEBELLO, CA 90640
© 2022 Feng Xiao Architect, Inc.

COVER SHEET

Drawing No.	G001	
Project number:	Date:	08/04/22
20023	Scale:	



COUNTY OF LOS ANGELES FIRE DEPARTMENT
FIRE PREVENTION DIVISION

Fire Prevention Engineering
5823 Rickenbacker Road
Los Angeles, CA 90040
Telephone (323) 890-4125 Fax (323) 890-4129

Information on Fire Flow Availability for Building Permit

For All Buildings Other Than One and Two Family Dwellings (R-3), Townhomes,
and Accessory Dwelling Unit's

INSTRUCTIONS:

Complete parts I & II:

Verifying fire flow, fire hydrant location and fire hydrant size.

PROJECT INFORMATION
(To be completed by applicant)

PART I

Building Address: 608, 612 & 616 West Hart Place
City or Area: Montebello APN: 6346-026-007, 008 & 009
Nearest Cross Street: 6th Street
Distance of Nearest Cross Street to Property Line: 100 Feet
Applicant: Erik Sy Telephone: () 714-671-1050
Address: 574 E. Lambert Road
City: Brea
Occupancy (Use of Building): R2, S2 Fire Sprinklered: Yes ☒ No ☐
Type of Construction: VB over I
Square Footage: 19,140 Number of Stories: 3

Applicant's Signature Date 07/26/2022

PART II INFORMATION ON FIRE FLOW AVAILABILITY
(Part II to be completed by Water Purveyor)

Location of hydrant In front of 128 W. 6th Street, Montebello, CA
90640 Hydrant Number F05-103
Distance from Nearest Property Line 235' Size of Hydrant 6" Size of Water main 8"
Static PSI 74 Residual PSI Orifice size Pitot
Fire Flow at 20 PSI 1200gpm Duration 2hr ☐ Flow Test Date / Time ☒ Hydraulic model

Location of hydrant Behind 624 W. Whittier Blvd, Montebello, CA
90640 Hydrant Number F05-105
Distance from Nearest Property Line 200' Size of Hydrant 6" Size of Water main 8"
Static PSI 74 Residual PSI Orifice size Pitot
Fire Flow at 20 PSI 1200gpm Duration 2hr ☐ Flow Test Date / Time ☒ Hydraulic model

☒ (Check box if Simultaneous/ Dual flow test was performed) Combined flow at 20 psi 2400gpm

Location of hydrant _____ Hydrant Number _____
Distance from Nearest Property Line _____ Size of Hydrant _____ Size of Water main _____
Static PSI _____ Residual PSI _____ Orifice size _____ Pitot _____
Fire Flow at 20 PSI _____ Duration _____ ☐ Flow Test Date / Time ☐ Hydraulic model

☐ (Check box if Simultaneous/ Triple flow test was performed) Combined flow at 20 psi _____

Montebello Local Water Co. Signature
323-722-8654 7/28/2022
Phone Number Date Title Superintendent

This Information is Considered Valid for Twenty Four Months

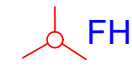
Fire Department approval of building plans shall be required prior to the issuance of a Building Permit by the jurisdictional Building Department. Any deficiencies in water systems will need to be resolved by the Fire Prevention Division only prior to this department's approval of building plans.

FIRE DEPARTMENT NOTES:

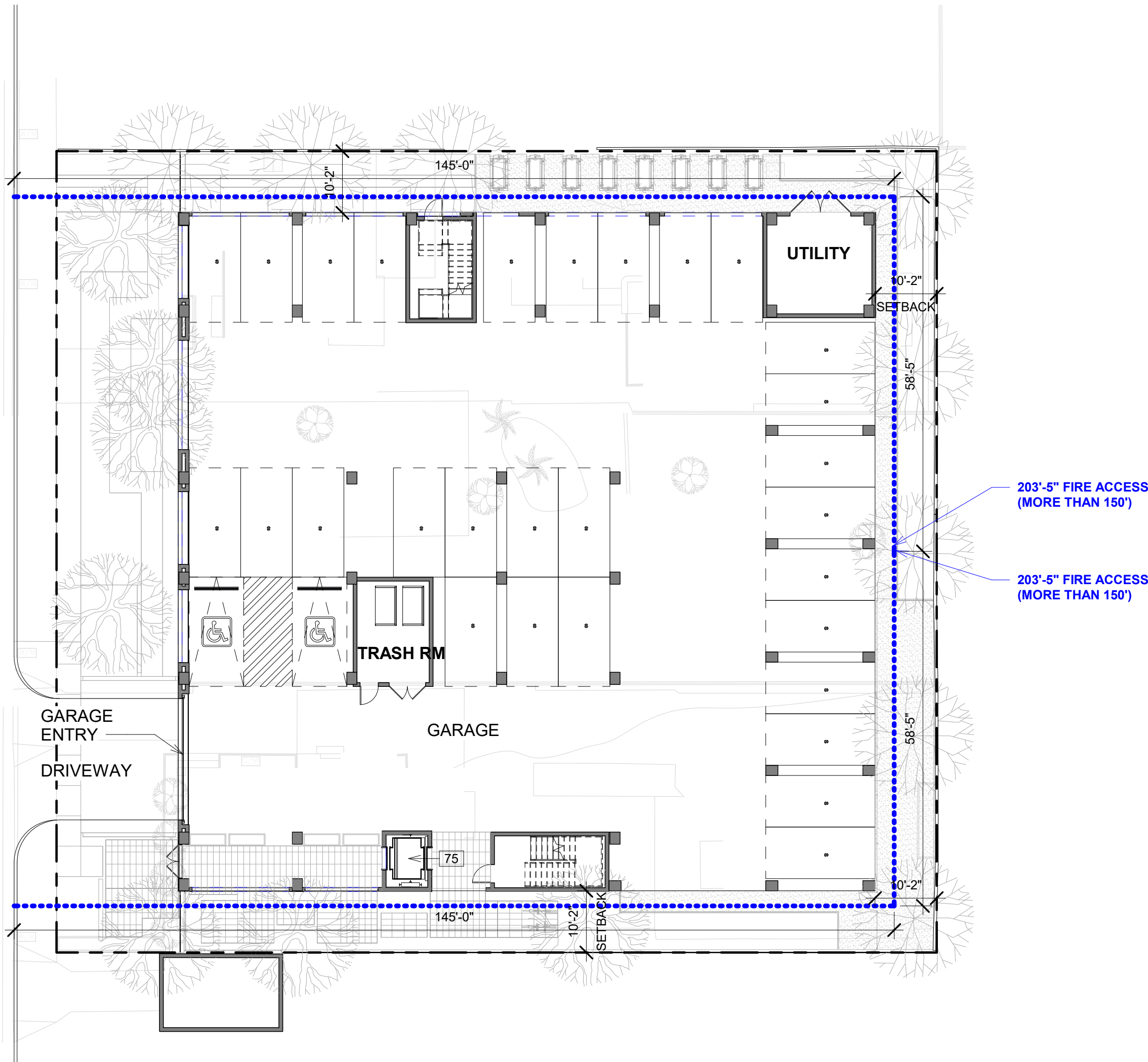
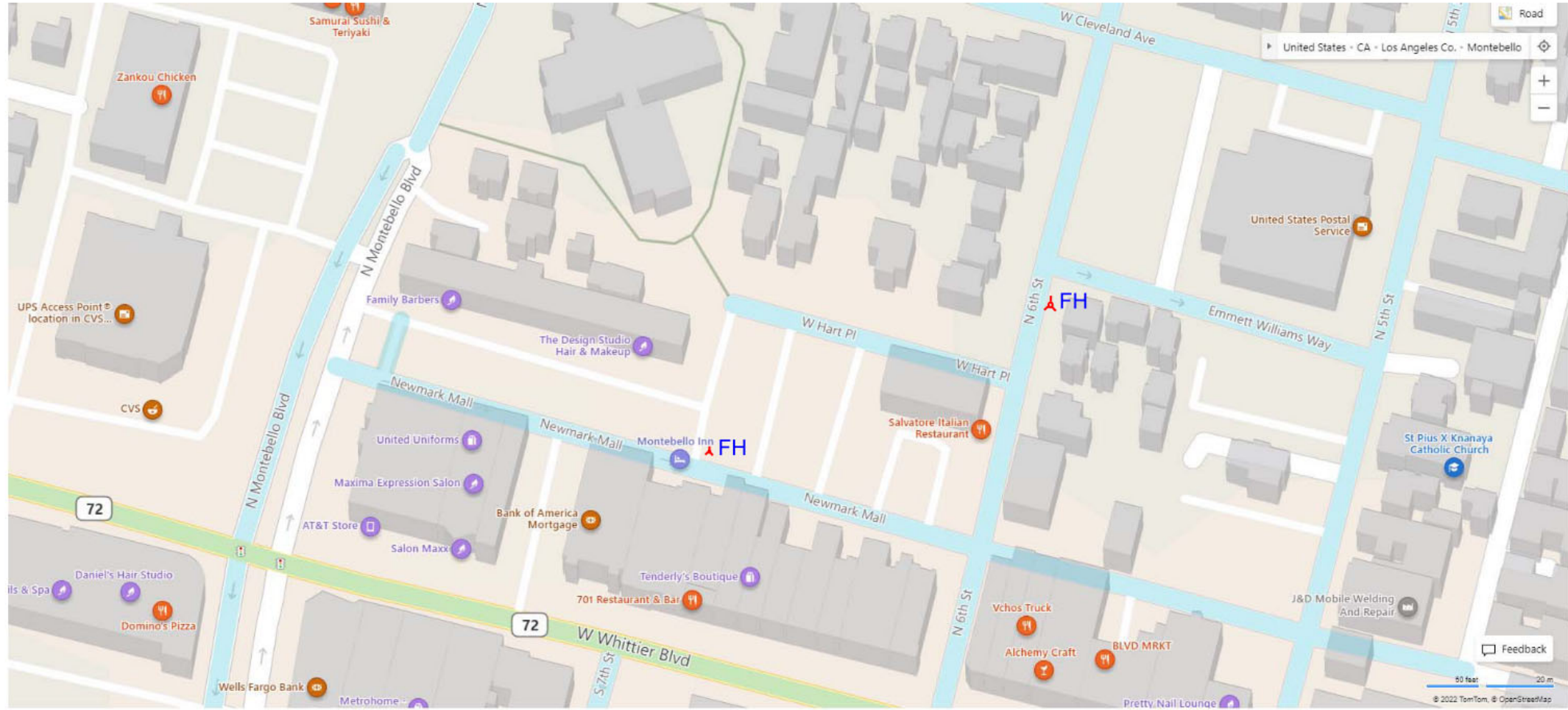
- FIRE DEPARTMENT VEHICULAR ACCESS ROAD MUST BE INSTALLED AND MAINTAINED IN A SERVICEABLE MANNER PRIOR TO AND DURING THE TIME OF CONSTRUCTION. FIRE CODE 501.4
- PROVIDE APPROVED SIGNS OR OTHER APPROVED NOTICES OR MARKINGS THAT INCLUDE THE WORDS NO PARKING -FIRE LANE. SIGNS SHALL BE PROVIDED FOR FIRE APPARATUS ACCESS ROAD, TO CLEARLY INDICATE THE ENTRANCE TO SUCH ROAD, OR PROHIBIT THE OBSTRUCTION THEREOF AND AT INTERVALS, AS REQUIRED BY THE FIRE INSPECTOR. FIRE CODE 503.3
- STRUCTURE AND OUTDOOR STORAGE UNDERNEATH HIGH VOLTAGE TRANSMISSION LINES (66KILOVOLTS OR GREATER) SHALL COMPLY WITH FIRE CODE 316.6 AND COUNTY OF LOS ANGELES FIRE DEPARTMENT REGULATION 27. ANY PROPOSED CONSTRUCTION OR LAND USE WITHIN 100 FEET OF THE DRIP LINE OF HIGH VOLTAGE TRANSMISSION LINES SHALL BE SUBJECT TO REVIEW BY THE FIRE MARSHAL.
- THE AREA OF FIRE FIGHTER OPERATIONS, AS DETERMINED BY THE FIRE CODE OFFICIAL, SHALL NOT BE LOCATED UNDERNEATH HIGH VOLTAGE TRANSMISSION LINES. FIRE CODE 503.2.9
- APPROVED BUILDING ADDRESS NUMBERS, BUILDING NUMBERS OR APPROVED BUILDING IDENTIFICATION SHALL BE PROVIDED AND MAINTAINED SO AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET FRONTING THE PROPERTY. THE NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND, BE ARABIC NUMERALS OR ALPHABET LETTERS, AND BE A MINIMUM OF 4 INCHES HIGH WITH A MINIMUM STROKE WIDTH OF 0.5 INCH. FIRE CODE 505.1
- FIRE APPARATUS ACCESS ROADS SHALL BE IDENTIFIED WITH APPROVED SIGNS. TEMPORARY SIGNS SHALL BE INSTALLED AT EACH STREET INTERSECTION WHEN CONSTRUCTION OF NEW ROADWAYS ALLOWS PASSAGE BY VEHICLES. SIGNS SHALL BE OF AN APPROVED SIZE, WEATHER RESISTANT AND BE MAINTAINED UNTIL REPLACED BY PERMANENT SIGNS. FIRE CODE 505.2
- THE REQUIRED FIRE FLOW FOR FIRE HYDRANTS AT THIS LOCATION IS 1200 GPM, AT 20 PSI RESIDUAL PRESSURE, FOR A DURATION OF 2 HOURS OVER AND ABOVE MAXIMUM DAILY DOMESTIC DEMAND. FIRE CODE 507.3 AND APPENDIX B105.1 APPENDIX B.
- ALL FIRE HYDRANTS SHALL MEASURE 6" X 4" X 2-1/2", BRASS OR BRONZE, CONFORMING TO AMERICAN WATER WORKS ASSOCIATION STANDARD C503, OR APPROVED EQUAL, AND SHALL BE INSTALLED IN ACCORDANCE WITH THE COUNTY OF LOS ANGELES FIRE DEPARTMENT REGULATION 8.
- ALL REQUIRED PUBLIC FIRE HYDRANTS SHALL BE INSTALLED, TESTED AND ACCEPTED PRIOR TO BEGINNING CONSTRUCTION. FIRE CODE 501.4
- PROVIDE AN APPROVED AUTOMATIC FIRE SPINKLER STYEM AS SET FORTH BY BUILDING CODE 903 AND FIRE CODE 903. PLANS SHALL BE SUBMITTED TO THE SPINKLER PLAN CHECK UNIT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
- DUMPSTERS AND CONTAINERS WITH AN INDIVIDUAL CAPACITY OF 1.5 CUBIC YARDS OR MORE SHALL NOT BE STORED IN BUILING OR PLACED WITHIN 5 FEET OF COMBUSTIBLE WALLS, OPENINGS OR COMBUSTIBLE ROOF EAVES, UNLESS AREAS CONTAINING DUMPSTERS OR CONTAINERS ARE PROTECTED BY AN APPROVED AUTOMATIC FIRE SPINKLER SYSTEM. FIRE CODE 304.3.3
- 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. AERIAL LADDER ACCESS SHALL INCLUDE THE ABILITY TO MANEUVER APPARATUS, DEPLOY OUTRIGGERS AND PROVIDE PROPER CLIMBING ANGLES.
- 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. ELEVATOR WILL BE REQUIRED TO BE GURNEY COMPLIANT.
- UNDERGROUND FIRE MAIN/FIRE SPINKLER SUPPLY PLAN BASED ON 2019 EDITION CALIFORNIA FIRE CODE AND NFPA 13/24 AND MONTEBELLO FIRE DEPARTMENT'S PLAN CHECK SUBMITTAL REQUIREMENTS AND NOTES.
- FIRE SPINKLER OVERHEAD PLAN BASED ON 2019 EDITION CALIFORNIA FIRE CODE AND NFPA 13/13R AND MONTEBELLO FIRE DEPARTMENT'S PLAN CHECK SUBMITTAL REQUIREMENTS AND NOTES.
- FIRE ALARM PLAN BASED ON 2019 EDITION CALIFORNIA FIRE CODE AND NFPA 72 AND MONTEBELLO FIRE DEPARTMENT'S PLAN CHECK SUBMITTAL REQUIREMENTS AND NOTES.
- FIRE ACCESS PLAN BASED ON 2019 EDITION CALIFORNIA FIRE CODE AND LOCAL AMENDMENTS.
- FIRE HYDRANT PLAN BASED ON 2019 EDITION CALIFORNIA FIRE CODE AND CITY OF MONTEBELLO LOCAL AMENDMENTS.
- PROJECT WILL MEET REQUIREMENTS OF 2019 EDITION CALIFORNIA FIRE CODE, CHAPTER 12, ENERGY SYSTEMS.
- FIRE EXTINGUISHERS PER 2019 EDITION CALIFORNIA FIRE CODE AND CCR TITLE 19.
- WHERE ACCESS TO OR WITHIN A STRUCTURE OR AN AREA IS RESTRICTED BECAUSE OF SECURED OPENINGS OR WHERE IMMEDIATE ACCESS IS NECESSARY FOR LIFE-SAVING OR FIRE-FIGHTING PURPOSES, THE FIRE CODE OFFICIAL IS AUTHORIZED TO REQUIRE A KEY BOX TO BE INSTALLED IN AN APPROVED LOCATION. THE KEY BOX SHALL BE OF AN APPROVED TYPE LISTED IN ACCORDANCE WITH UL 1037, AND SHALL CONTAIN KEYS TO GAIN NECESSARY ACCESS AS REQUIRED BY THE FIRE CODE OFFICIAL. FIRE CODE 506.1

LEGEND

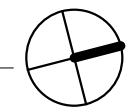
5' WIDE FIREFIGHTER ACCESS WALKWAY



FIRE HYDRANT



1 FIRE ACCESS PLAN
1/16" = 1'-0"



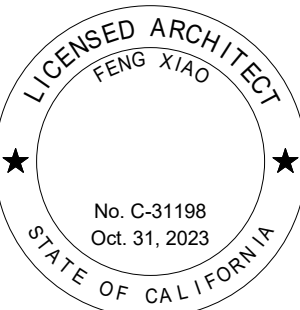
FENG XIAO ARCHITECT, INC.

OWNER:
SAN GIORGIO, LLC
PO BOX 518
MONTEBELLO, CA 90640

ARCHITECT:
FENG XIAO ARCHITECT, INC.
2540 HUNTINGTON DR., # 207
SAN MARINO, CA 91108
PHONE: 626.380.7098
EMAIL: FENG@FXARCHITECT.COM

CIVIL ENGINEER:
CAL LAND ENGINEERING, INC.
DBA QUARTECH CONSULTANTS
576 E. LAMBERT ROAD
BREA, CA 92821
PHONE: 714.671.1050 X 11
E-MAIL: LEE@CALLANDENG.COM

LANDSCAPE ARCHITECT:
FONG HART SCHNEIDER + PARTNERS
31742 COAST HIGH WAY
LAGUNA BEACH, CA 92651
PHONE: 949.645.9444
EMAIL: D.SCHNEIDER@FHSP.NET



PLANNING
RESUBMISSION
08/04/22

NO.	DESCRIPTION	DATE

HART PLACE

608, 612 & 616 HART PLACE
MONTEBELLO, CA 90640
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FIRE ACCESS
PLAN

Drawing No. G002
Project number: 20023 Date: 08/04/22
Scale: 1/16" = 1'-0"

OWNER/CLIENT:

SAN GIORGIO, LLC
P.O. BOX 518,
MONTEBELLO, CA 90640

BENCHMARK:

CITY BENCHMARK NO. LY5793
L&T ON MOC NE COR C/L INT POPLAR WAY
& 1ST ST

LAND SURVEYOR:

JACK C. LEE
CALLAND ENGINEERING, INC.
576 E. LANBERT ROAD,
BREA, CA 92821

BASIS OF BEARING:

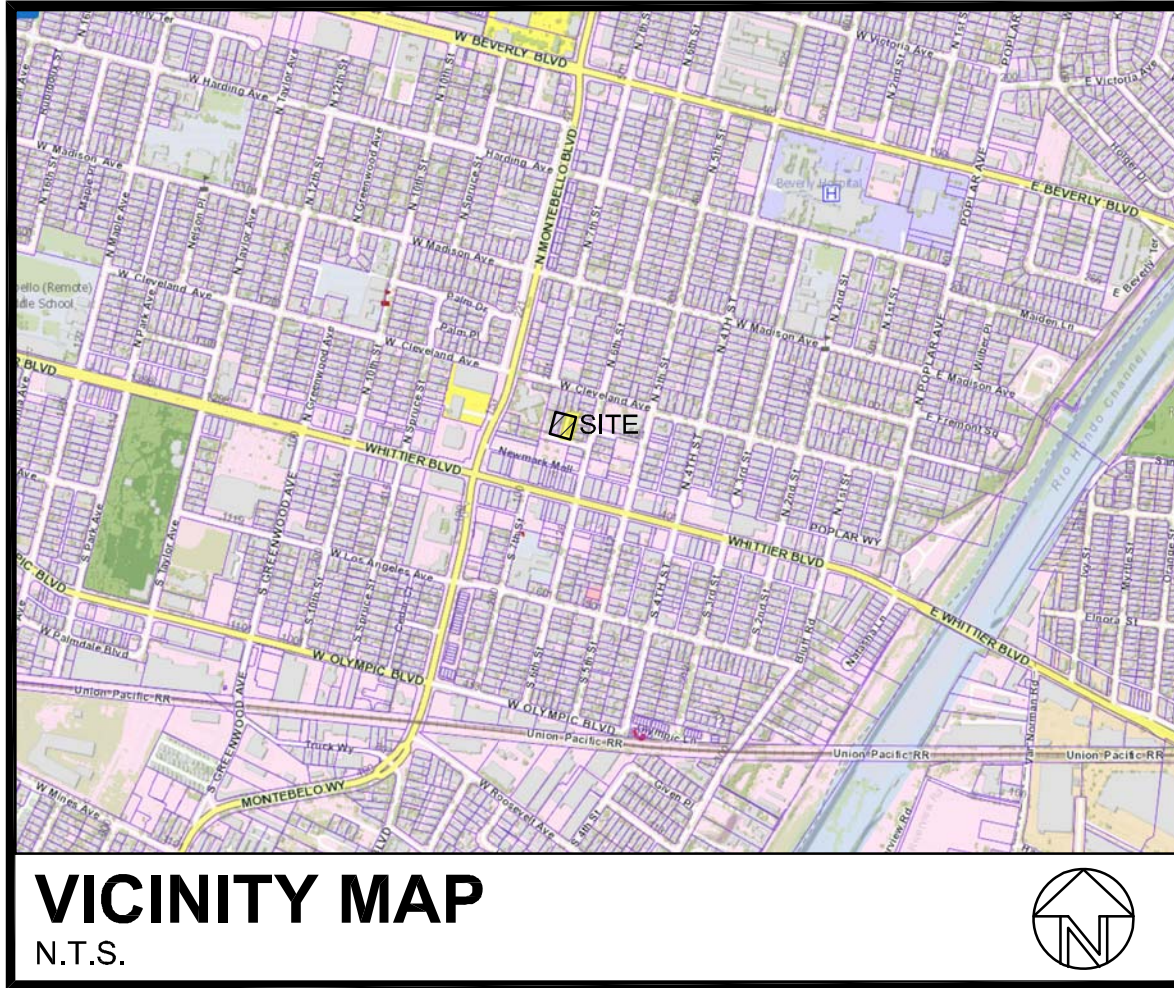
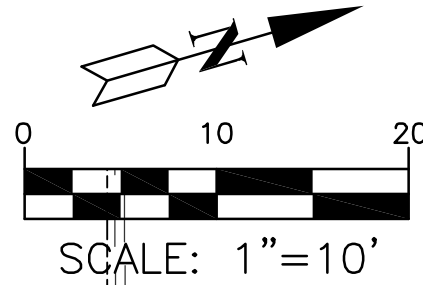
TEL. NO.: (714) 671-1050
CENTERLINE OF HART PLACE N 75°33'00" W
AS PER TRACT NO. 10722, M.B. 169-1-2

CONCEPTUAL GRADING PLAN

LOTS 9, 10, AND 11 OF TRACT NO. 10722, IN THE CITY OF MONTEBELLO, COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 169,
PAGES 1 AND 2, OF MAPS, IN THE COUNTY RECORDER OFFICE OF SAID COUNTY.

APN: 6346-026-007, 6346-026-008, & 6346-025-009

FOR RESIDENTIAL APARTMENT COMPLEX



VICINITY MAP
N.T.S.

ELEVATION: 213.451' (NAVD 1988)
UTILITY SERVICES:

- WATER - MONTEBELLO LAND AND WATER COMPANY
- SEWER - LOS ANGELES COUNTY SANITATION DISTRICT
- GAS - SOUTHERN CALIFORNIA GAS CO.
- ELECTRICAL - SOUTHERN CALIFORNIA EDISON
- SCHOOL - MONTEBELLO UNIFIED SCHOOL DISTRICT
- FIRE - CITY OF MONTEBELLO FIRE DEPARTMENT
- SHERIFF - CITY OF MONTEBELLO POLICE DEPARTMENT

NOTES:

EXISTING ZONING & LAND USE: C-R (COMMERCIAL RESTRICTED)
PROPOSED ZONING & LAND USE: HOO (HOUSING OPPORTUNITY OVERLAY)
A.P.N.: 6346-026-007, 6346-026-008,
& 6346-026-009

TOTAL AREA: 19,140 S.F. = 0.439 ACRES
NUMBER OF EX. LOTS: 3 LOTS
NUMBER OF PROP LOTS: 1 LOT
NO. OF STORIES: 3 STORIES (1 STORY GARAGE & 2 STORIES RESIDENTIAL)
PARKING PROVIDED: 31 PARKING STALL

PROJECT DATA:

AREA
MAX.FAR=SF
PROPOSED FAR: 18,298 SF
NONLIVABLE AREA: 547 SF

GROSS BUILDING AREA:

- LEVEL 1: 12,816 SF
- GARAGE: 11,470 SF (NON-LIVABLE)
- UTILITY: 311 SF (NON-LIVABLE)
- TRASH: 217 SF (NON-LIVABLE)
- COMMON: 817 SF (LIVABLE)

- LEVEL 2: 8,838 SF
- COMMON: 454 SF (LIVABLE)
- UNITS: 8,384 SF (LIVABLE)

- LEVEL 3: 9,034 SF
- UNITS: 9,034 SF (LIVABLE)

PROPOSED LOT COVERAGE: 67.0%

SETBACK

FRONT YARD: 20' MIN.; PROPOSED: 20'-2"

SIDE YARD:

REQUIRED: 10' SETBACK; PROPOSED: 10'-2"

REAR YARD: 10' SETBACK; PROPOSED: 10'-2"

DISTANCE BETWEEN BUILDINGS

REQUIRED: 10'-0" RESIDENTIAL USE;
PROPOSED: 10'-3"

BUILDING HEIGHT

ALLOWED: 3 STORIES, 35'
PROPOSED: 3 STORIES, 35'-0"

EARTHWORK QUANTITIES:

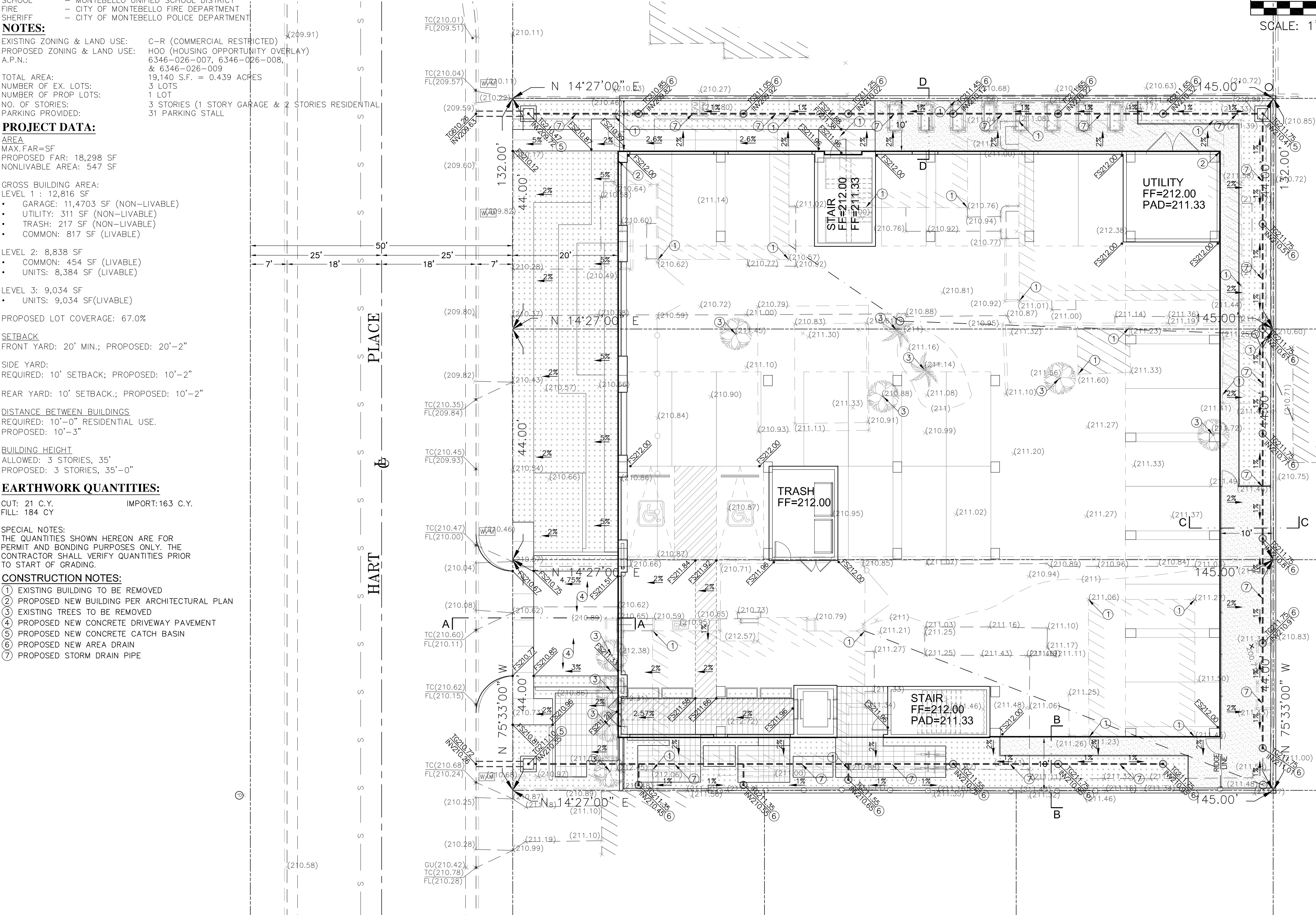
CUT: 21 C.Y. IMPORT: 163 C.Y.
FILL: 184 C.Y.

SPECIAL NOTES:

THE QUANTITIES SHOWN HEREON ARE FOR
PERMIT AND BONDING PURPOSES ONLY. THE
CONTRACTOR SHALL VERIFY QUANTITIES PRIOR
TO START OF GRADING.

CONSTRUCTION NOTES:

- EXISTING BUILDING TO BE REMOVED
- PROPOSED NEW BUILDING PER ARCHITECTURAL PLAN
- EXISTING TREES TO BE REMOVED
- PROPOSED NEW CONCRETE DRIVEWAY PAVEMENT
- PROPOSED NEW CONCRETE CATCH BASIN
- PROPOSED NEW AREA DRAIN
- PROPOSED STORM DRAIN PIPE



OWNER/CLIENT:

SAN GIORGIO, LLC
P.O. BOX 518,
MONTEBELLO, CA 90640

BENCHMARK:

CITY BENCHMARK NO. LY5793
L&T ON MOC NE COR C/L INT POPLAR WAY
& 1ST ST

ELEVATION: 213.451' (NAVD 1988)

UTILITY SERVICES:

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SHERIFF - CITY OF MONTEBELLO POLICE DEPARTMENT

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A.P.N.: 6346-026-007, 6346-026-008,
& 6346-026-009

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• COMMON: 454 SF (LIVABLE)
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FRONT YARD: 20' MIN.; PROPOSED: 20'-2"

SIDE YARD:
REQUIRED: 10' SETBACK; PROPOSED: 10'-2"

REAR YARD: 10' SETBACK.; PROPOSED: 10'-2"

DISTANCE BETWEEN BUILDINGS
REQUIRED: 10'-0" RESIDENTIAL USE.
PROPOSED: 10'-3"

BUILDING HEIGHT

ALLOWED: 3 STORIES, 35'
PROPOSED: 3 STORIES, 35'-0"

EARTHWORK QUANTITIES:

CUT: 21 C.Y. IMPORT:163 C.Y.
FILL: 184 CY

SPECIAL NOTES:

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- PROPOSED NEW CONCRETE CATCH BASIN
- PROPOSED NEW AREA DRAIN
- PROPOSED STORM DRAIN PIPE

LAND SURVEYOR:

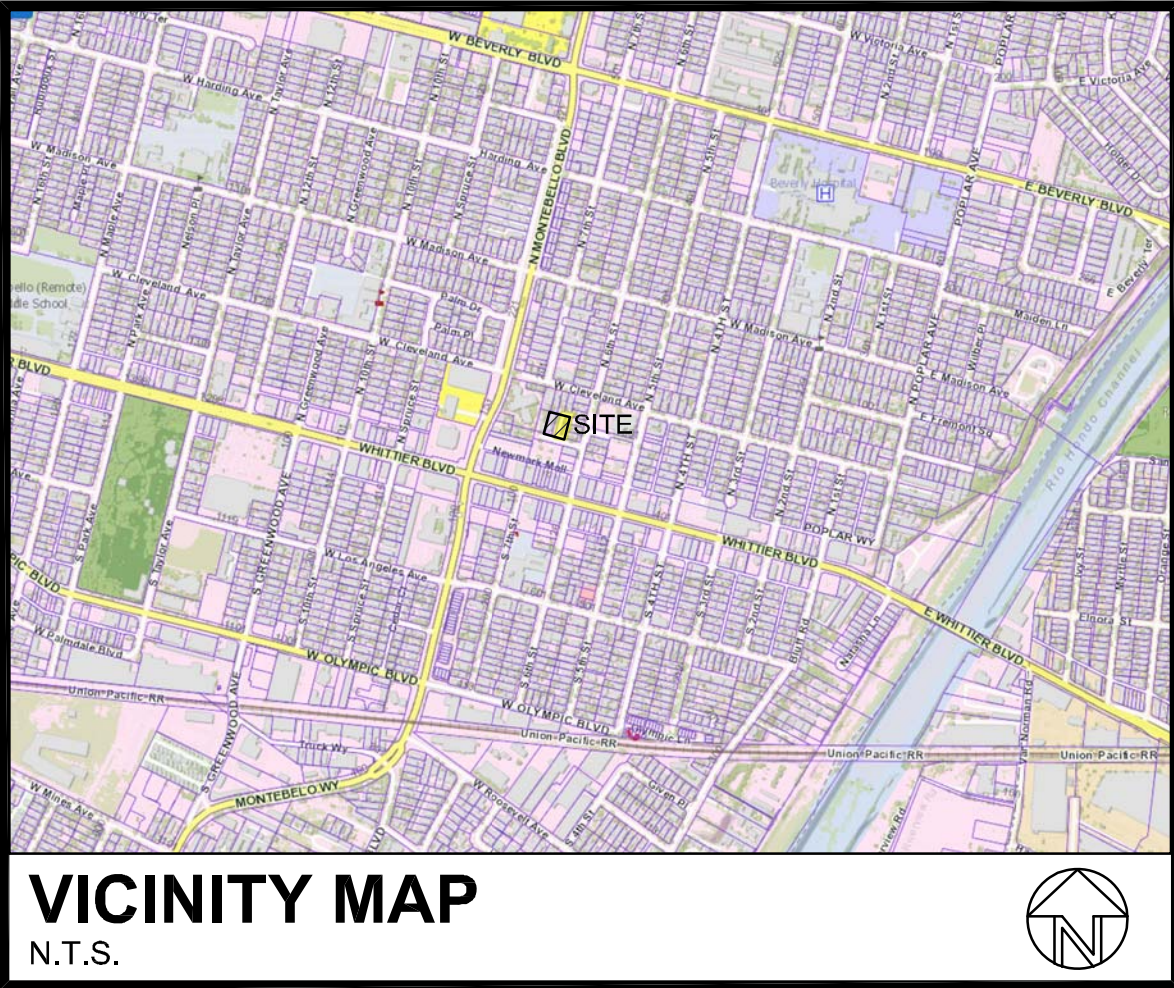
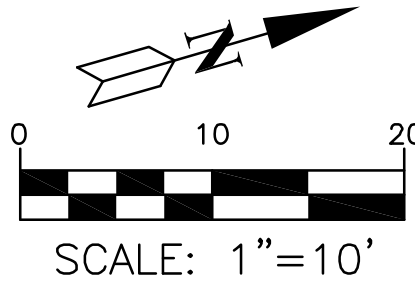
JACK C. LEE
CALLAND ENGINEERING, INC.
576 E. LANBERT ROAD,
BREA, CA 92821
TEL. NO.: (714) 671-1050
BASIS OF BEARING:
CENTERLINE OF HART PLACE N 75°33'00" W
AS PER TRACT NO. 10722, M.B. 169-1-2

CONCEPTUAL GRADING PLAN

LOTS 9, 10, AND 11 OF TRACT NO. 10722, IN THE CITY OF MONTEBELLO, COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 169,
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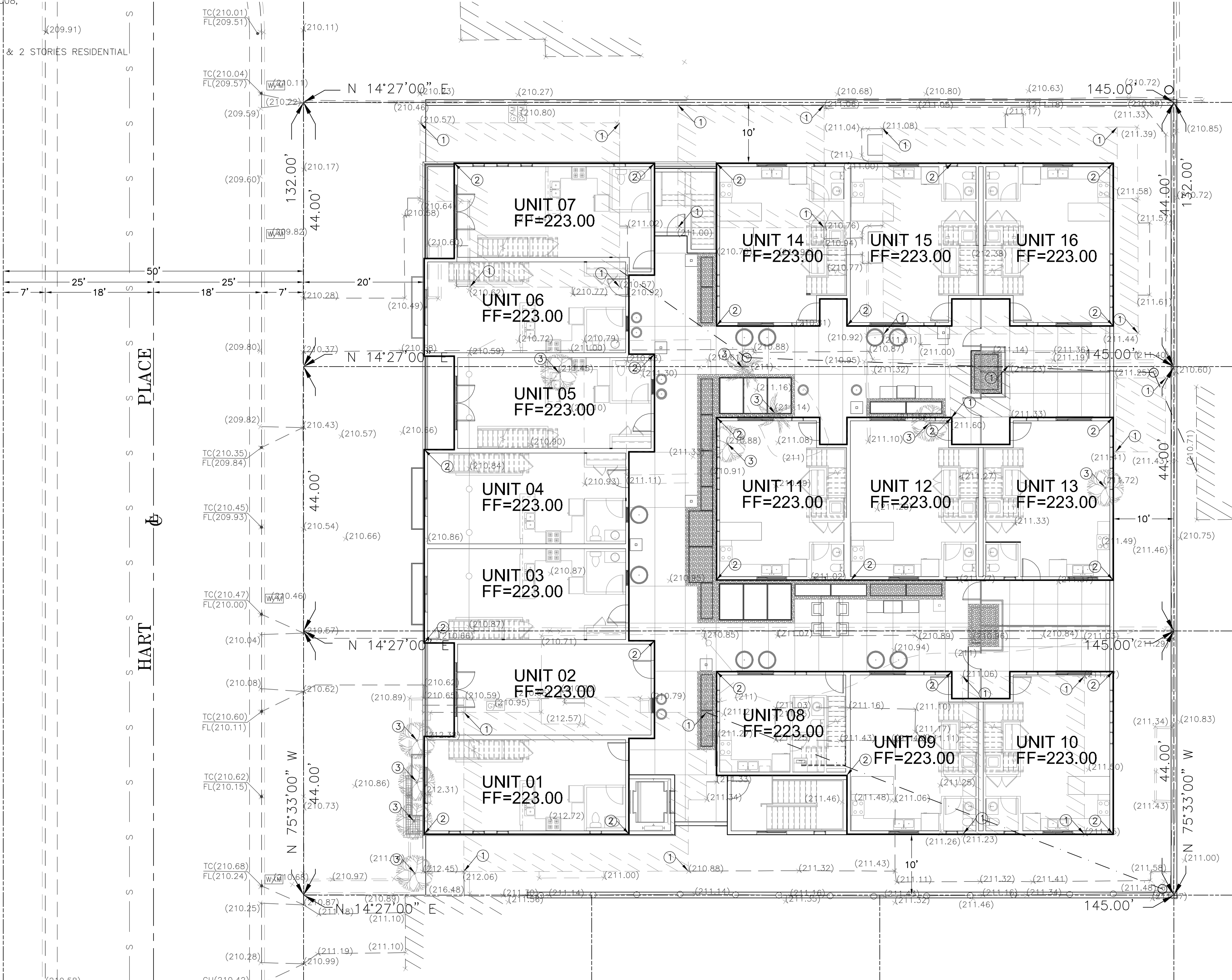
APN: 6346-026-007, 6346-026-008, & 6346-025-009

FOR RESIDENTIAL APARTMENT COMPLEX

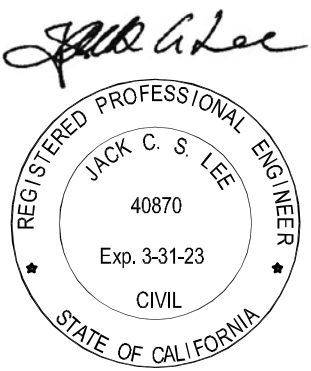


LEGEND:

(123.45).....EXISTING ELEVATION
123.45.....PROPOSED ELEVATION
- (123) -EXISTING CONTOUR
- 123 -PROPOSED CONTOUR
.....DRAINAGE PATTERN
.....EX. BLOCK WALL
.....PROP. BLOCK WALL
.....PROP. STRUCTURE
S/W.....SIDEWALK
.....STREET LIGHT
.....CENTERLINE
.....PROPERTY LINE
.....CONSTRUCTION NOTE
.....SANDBAG
.....TOP OF CURB
F.L.....FLOW LINE
F.G.....FINISH GRADE
F.S.....FINISH SURFACE
F.F.....FLOOR FINISH
H.P.....HIGH POINT
P.P.....POWER POLE
D/W.....DRIVEWAY
W.M.....WATER METER
INV.....INVERT ELEVATION
T.G.....TOP OF GRATE



SECOND FLOOR LEVEL



CALLAND ENGINEERING, INC.
dba QUARTECH CONSULTANTS
576 E. LANBERT ROAD, BREA, CA 92821
TEL: (714) 671-1050 FAX: (714) 671-1090

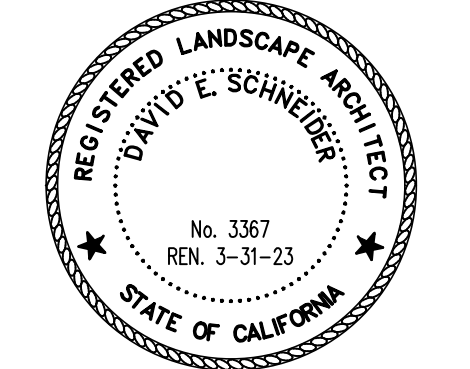
RELEASED

REVISIONS

PROJECT LOCATION:
608, 612 & 616 WEST HART PLACE
MONTEBELLO, CA 90640

DRAWN: EYS
CHECKED:
DATE: 11/22/2021
JOB NO.: 21-027-002
SCALE: 1"=10'
FILE NAME: Hart608_Grading.dwg

C-2
SHEET 2 OF 2 SHT.



**PLANNING
RESUBMITTAL
AUGUST 2, 2022**

[illegible]

HART PLACE

608, 612 & 616 HART PLACE
MONTEBELLO, CA 90640
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LANDSCAPE
GROUND
FLOOR

Drawing No.		L101	
Project number:	Date:	09/14/21	
20023	Scale:	1/8" = 1'-0"	



BRACHYCHITON ACERIFOLIUS



CASSIA LEPTOPHYLLA



CHIONANTHUS RETUSUS



ALYOGYNE HUEGELII



ANIGOZANTHOS 'BIG RED'



CALANDRINIA SPECTABILIS



DYMONDIA MARGARETAE



DIANELLA TASMANICA VARIEGATA



LANTANA "CHAPEL HILL"



LAVANDULA STOECHAS 'BALLERINA'



ROSMARINUS TUSCAN BLUE



RHAMNUS CALIFORNICA 'EVE CASE'



STRELITZIA REGINAE



FATSIA JAPONICA



PARTHENOCISSUS TRICUSPIDATA



BOUGAINVILLEA SAN DIEGO RED

LANDSCAPE STATISTICS

15	TREES ON GRADE SEE PLANTING LEGEND
3270 SF	TOTAL AMOUNT OF LANDSCAPE GROUND FLOOR
17%	TOTAL AMOUNT OF LANDSCAPE FOR SITE
24%	TOTAL AMOUNT OF PERMEABLE AREA

PLANT CHARACTER

TREES:

BOTANICAL NAME	COMMON NAME
BRACHYCHITON ACERIFOLIUS	GOLDEN MEDALLION TREE
CASSIA LEPTOPHYLLA	GOLDEN MEDALLION TREE
CHIONANTHUS RETUSUS	CHINESE FRINGE TREE

SHRUBS AND GROUND COVERS:

BOTANICAL NAME	COMMON NAME
ALYOGYNE HUEGELII	BLUE HIBISCUS
ANIGOZANTHOS 'BIG RED'	KANGAROO PAW
CALANDRINIA SPECTABILIS	ROCK PURSLANE
DYMONDIA MARGARETAE	SILVER CARPET VARIEGATED
DIANELLA TASMANICA VARIEGATA	FLAX LILY
LANTANA "CHAPEL HILL"	CHAPEL HILL YELLOW LANTANA
LAVANDULA STOECHAS 'BALLERINA'	SPANISH BALLERINA LAVENDER
ROSMARINUS TUSCAN BLUE	UPRIGHT ROSEMARY
RHAMNUS CALIFORNICA 'EVE CASE'	COFFEE BERRY
STRELITZIA REGINAE	BIRD OF PARADISE
FATSIA JAPONICA	JAPANESE ARAILIA
PARTHENOCISSUS TRICUSPIDATA	VIRGINIA CREEPER
BOUGAINVILLEA SAN DIEGO RED	SAN DIEGO RED BOUGAINVILLEA



OWNER:
SAN GIORGIO, LLC
PO BOX 518
MONTEBELLO, CA 90640

ARCHITECT:
FENG XIAO ARCHITECT, INC.
2540 HUNTINGTON DR. # 207
SAN MARINO, CA 91108
PHONE: 626.380.7098
EMAIL: FENG@FXARCHITECT.COM

CIVIL ENGINEER:
CAL LAND ENGINEERING, INC.
DBA QUARTECH CONSULTANTS
576 E. LAMBERT ROAD
BREA, CA 92821
PHONE: 714.671.1050 X 11
E-MAIL: LEE@CALLANDENG.COM

LANDSCAPE ARCHITECT:
FONG HART SCHNEIDER + PARTNERS
31742 COAST HIGH WAY
LAGUNA BEACH, CA 92651
PHONE: 949.645.9444
EMAIL: D.SCHNEIDER@FHSP.NET



PLANNING
RESUBMITTAL
AUGUST 2, 2022

NO.	DESCRIPTION	DATE

HART PLACE

608, 612 & 616 HART PLACE
MONTEBELLO, CA 90640
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**LANDSCAPE PLANT
LIST + PHOTOS
LEVEL 1**

Drawing No. **L102**

Project number: 20023 Date: 09/14/21
Scale: 1/8" = 1'-0"

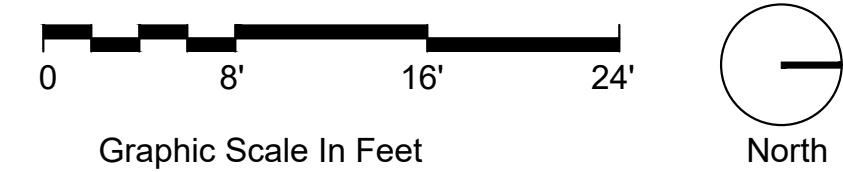
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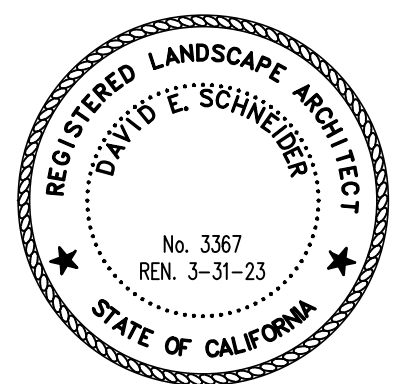
HART PLACE

608, 612 & 616 HART PLACE
MONTEBELLO, CA 90640
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WALL / FENCE PLAN

Drawing No.		L103	
Project number:	Date:	09/14/21	
20023	Scale:	1/8" = 1'-0"	





PLANNING
SUBMITTAL
DECEMBER 2, 2021

NO.	DESCRIPTION	DATE

HART PLACE

608, 612 & 616 HART PLACE
MONTEBELLO, CA 90640
© 2021 Feng Xiao Architect, Inc.

WALL / FENCE SECTIONS, DETAILS AND ELEVATIONS

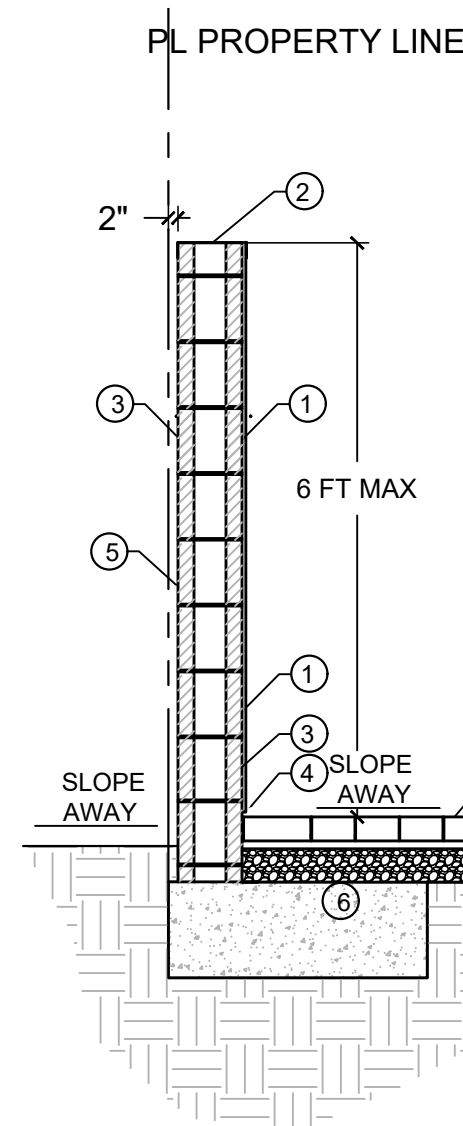
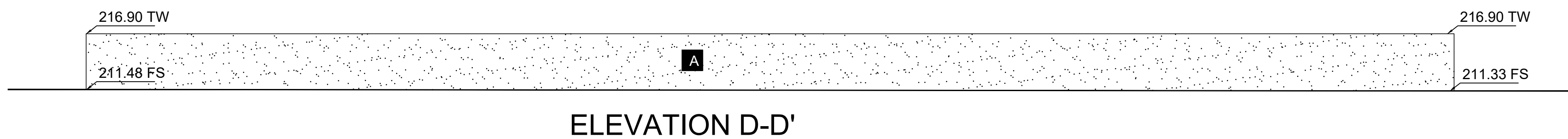
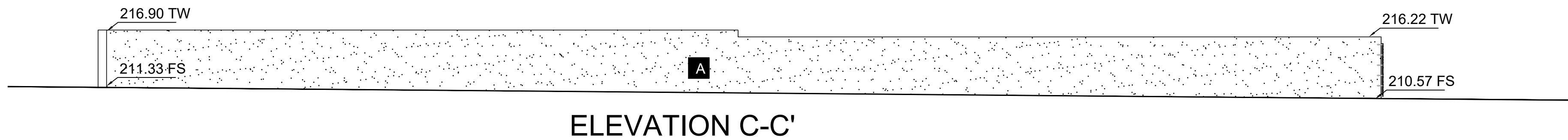
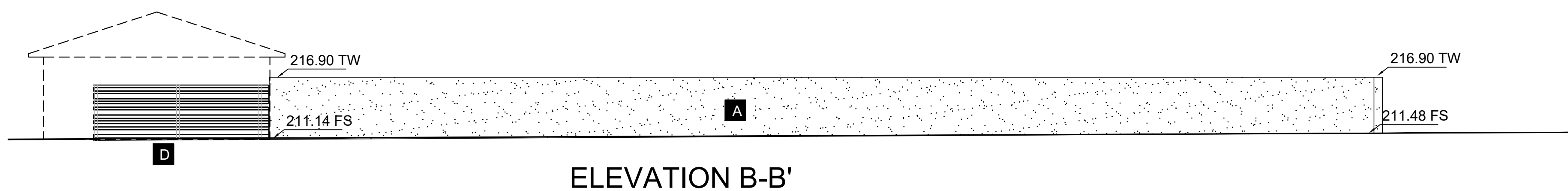
Drawing No.

L104

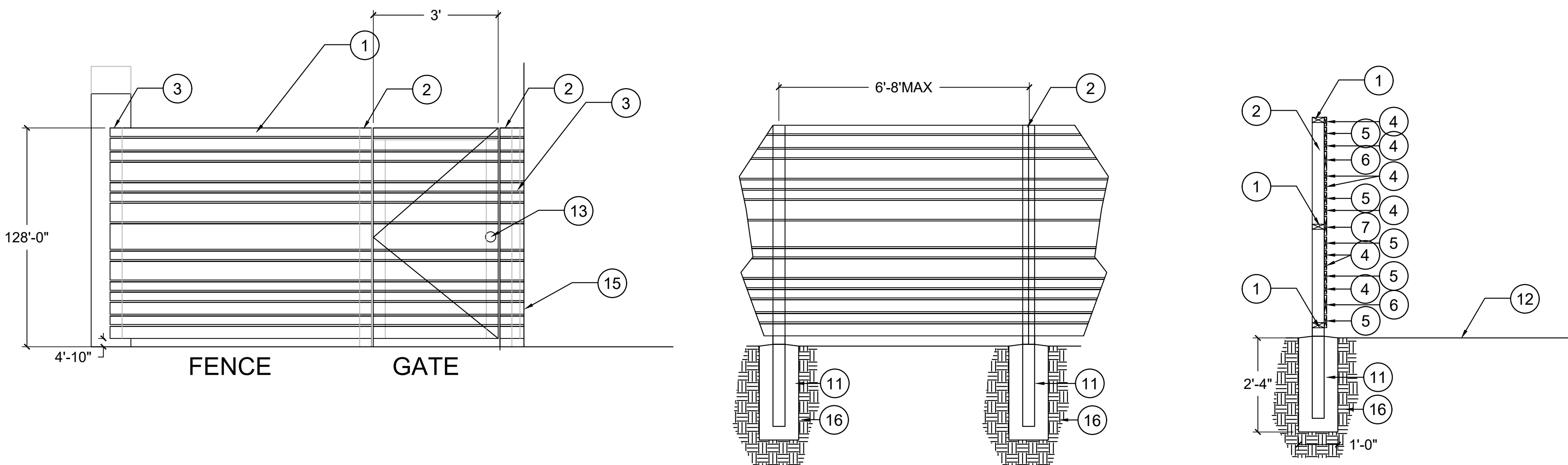
Project number: Date: 09/14/21
20023 Scale: 1/8" = 1'-0"

MATERIAL LEGEND

SYMBOL	DESCRIPTION
A	6 FT HIGH CMU WALL WITH STUCCO FINISH
B	ACCENT ENTRY WALL ROUGH FORM BOARD FINISH
C	DECORATIVE WOOD GATE AND FENCE
D	DECORATIVE WOOD FENCE



WALL SECTION



WOOD FENCE DETAILS

- LEGEND
- 2 X 4 CEDAR CAP, MID BEAM AND BOTTOM RAIL
 - 4 X 4 CEDAR POST
 - 2 X 4 CEDAR NAILER AT WALL
 - 1 X 3 CEDAR
 - 1 X 4 CEDAR
 - 1 X 6 CEDAR
 - 1 X 8 CEDAR
 - 2 X 4 CEDAR SIDE RAILS FOR GATE
 - 2 X 4 CEDAR TOP AND BOTTOM RAILS FOR GATE
 - 4" HEAVY DUTY BRASS HINGES - (2) PER GATE
 - CONCRETE POST FOOTING - PROVIDE POSITIVE DRAINAGE AT TOP OF FOOTING FINISH GRADE
 - LOCKABLE DOOR HANDLE HARDWARE, SELF -LATCHING TO BE SELECTED BY OWNER
 - EMBED POST TO 2' DEPTH IN CONCRETE FOOTING - BUILDING WALL
 - 95% COMPACTED SUBGRADE - VERIFY WITH SOIL ENGINEER'S REPORT

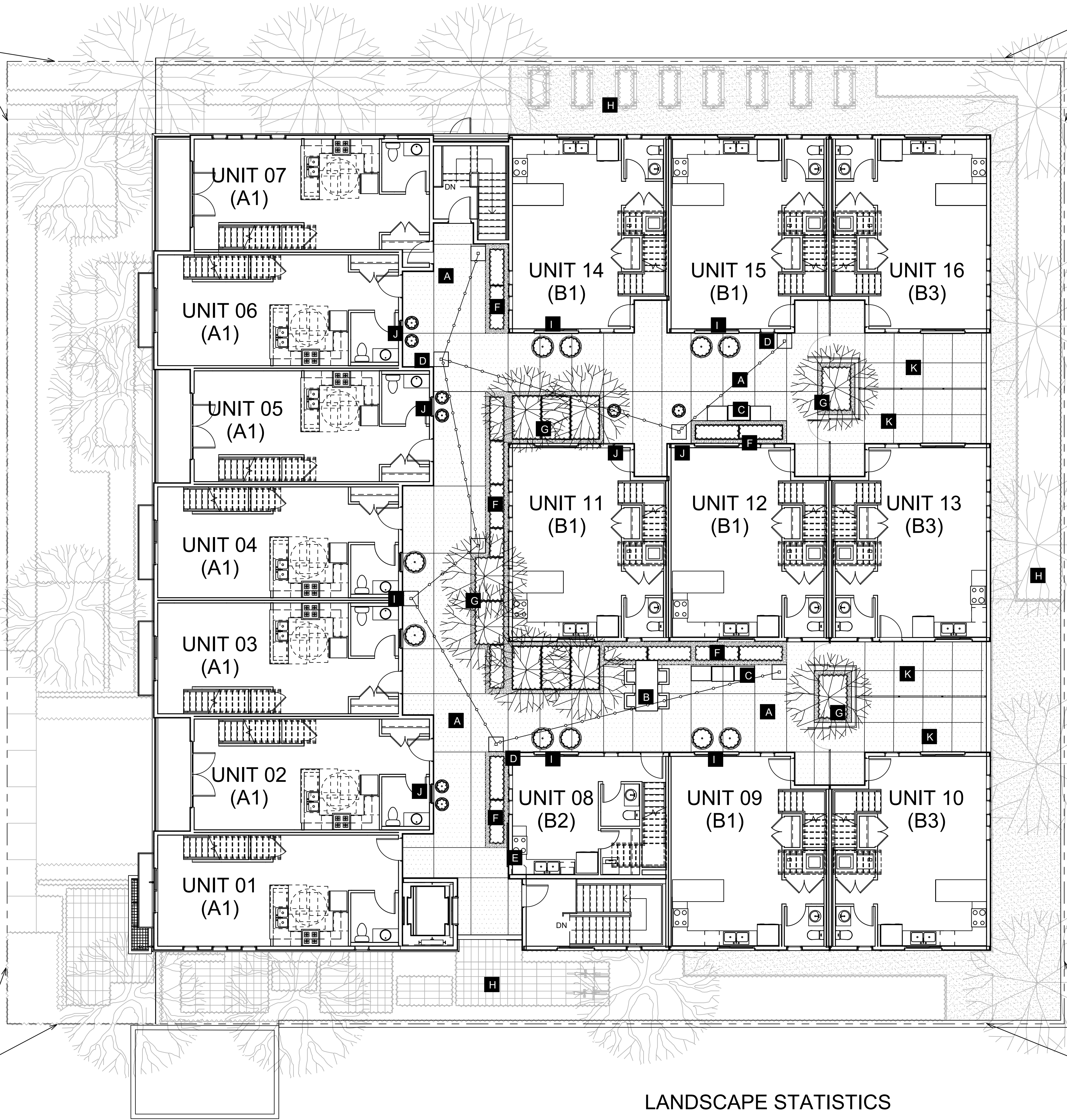
- NOTES
- ALL WOOD TO BE ROUGH SAWN CEDAR.
 - ALL HARDWARE TO BE HOT DIP GALVANIZED.
 - PROVIDE 1" AIRSPACE WHERE WOOD FENCE MEETS BUILDING.
 - ALL FENCING TO BE ONE (1) PRIMED AND PAINTED W/ TWO (2) COATS EXTERIOR SOLID STAIN BLACK

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE



- SYMBOL DESCRIPTION
- A** CONCRETE PAVING WITH SAWCUT JOINTS
 - B** IPE WOOD DINING TABLE AND CHAIRS FOR 5-6 PEOPLE,
 - C** BBQ WITH OUTDOOR KITCHEN COUNTER
 - D** POLES AND STRING LIGHTS OVER SEATING AND DINING AREA
 - E** DECORATIVE METAL ART GRILLE MOUNTED TO WALL SEE PHOTO BELOW
 - F** 2X6 FT WEATHERING STEEL PLANTERS 24" HIGH SET INTO DECORATIVE GRAVEL BAND WITH DROUGHT TOLERANT LANDSCAPE AREAS
 - G** 3x6FT FIBERGLASS PLANTERS 36" HIGH WITH CERCIS CANADENSIS 'FOREST PANSY TREES' 24" BOX MINIMUM ALTERNATE TREE; MAGONOLIA SOULANGIANA
 - H** LANDSCAPING AT LOWER ENTRY
 - I** LOW (+/-18") ACCENT LANDSCAPE CONTAINERS
 - J** HIGH (+/-36") ACCENT LANDSCAPE CONTAINERS
 - K** OUTDOOR PRIVATE OPEN SPACE ENCLOSED BY 42" HIGH METAL RAILING AND 3FT GATE



WEATHERING STEEL PLANTERS WITH DECORATIVE GRAVEL BAND



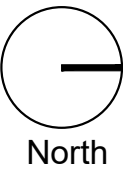
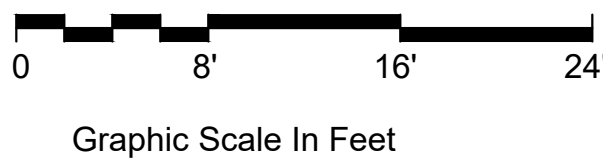
STAINLESS STEEL BBQ AND COUNTER, NEW AGE PRODUCTS
OUTDOOR KITCHEN STAINLESS STEEL 3 PIECE CABINET SET, WITH WOOD LOUVER FRONTS SET INCLUDES,
1 X SINK CABINET 32X23X35.5,
1 X 2-DOOR WITH DRAWER CABINET, 3
2X23X35.51 X 40 IN. INSERT GRILL CABINET,
1 X STAINLESS STEEL COUNTER TOP,
1 X NEWAGE PRODUCTS 40 IN. INSERT GRILL, WITH PROPANE WITH TANK HOLDER OR EQUAL



PRECEDENT IMAGE DECORATIVE METAL ART GRILLE MOUNTED ON WALL

LANDSCAPE STATISTICS

8 TREES ON PODIUM SEE PLANTING LEGEND
378 SF TOTAL AMOUNT OF PODIUM LANDSCAPE
61 SF TOTAL AMOUNT OF CONTAINER LANDSCAPE

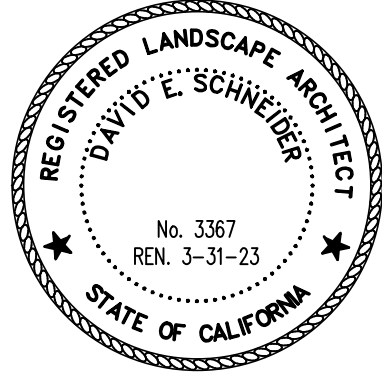


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PLANNING
RESUBMITTAL
AUGUST 2, 2022

NO.	DESCRIPTION	DATE

HART PLACE
608, 612 & 616 HART PLACE
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**LANDSCAPE PLAN -
LEVEL 2**

Drawing No. **L201**

Project number: 20023 Date: 09/14/21 Scale: 1/8" = 1'-0"



CERCIS CANADENSIS 'FOREST PANSY'



ARBUTUS MARINA



CASSIA LEPTOPHYLLA



CERCIDIUM X 'DESERT MUSEUM'

LANDSCAPE STATISTICS

8	TREES ON PODIUM SEE PLANTING LEGEND
378 SF	TOTAL AMOUNT OF PODIUM LANDSCAPE
61 SF	TOTAL AMOUNT OF CONTAINER LANDSCAPE

PLANT CHARACTER

TREES:

BOTANICAL NAME CERCIS CANADENSIS 'FOREST PANSY'	COMMON NAME FOREST PANSY REDBUD
--	------------------------------------

ALTERNATES

ARBUTUS MARINA CASSIA LEPTOPHYLLA CERCIDIUM X 'DESERT MUSEUM'	MARINA STRAWBERRY TREE GOLDEN MEDALLION TREE PALO VERDE DESERT MUSEUM
---	---

SHRUBS AND GROUND COVERS:

BOTANICAL NAME DICHONDRA 'SILVER FALLS' ANIGOZANTHOS 'BIG RED' ASPARAGUS DENSIFLORUS 'MYERS' DIANELLA TASMANICA VARIEGATA LANTANA "CHAPEL HILL" ROSMARINUS HUNTINGTON CARPET STRELITZIA REGINAE VAR JUNCEA	COMMON NAME SILVER FALLS KANGAROO PAW FOXTAIL FERN VARIEGATED FLAX LILY CHAPEL HILL YELLOW LANTANA ROSEMARY NARROW-LEAFED BIRD OF PARADISE
---	---

CONTAINER LANDSCAPE

BOTANICAL NAME FURCREA MACDOUGALLII SENECIO ROWLEYANUS AEONIUM 'JOLLY GREEN' ECHEVERIA 'AFTERGLOW' AGAVE ATTENUATA	COMMON NAME NCN STRING OF PEARLS JOLLY GREEN AFTERGLOW AGAVE
---	---



DICHONDRA 'SILVER FALLS'



ANIGOZANTHOS 'BIG RED'



ASPARAGUS DENSIFLORUS 'MYERS'



DIANELLA TASMANICA VARIEGATA



LANTANA "CHAPEL HILL"



ROSMARINUS HUNTINGTON CARPET

STRELITZIA REGINAE VAR JUNCEA



FURCREA MACDOUGALLII



SENECIO ROWLEYANUS



AEONIUM 'JOLLY GREEN'



ECHEVERIA 'AFTERGLOW'



AGAVE ATTENUATA



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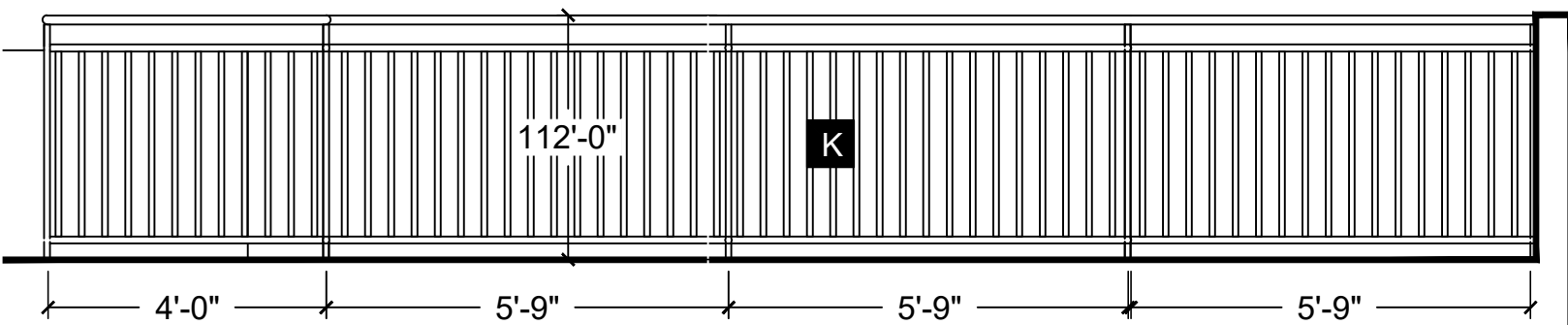
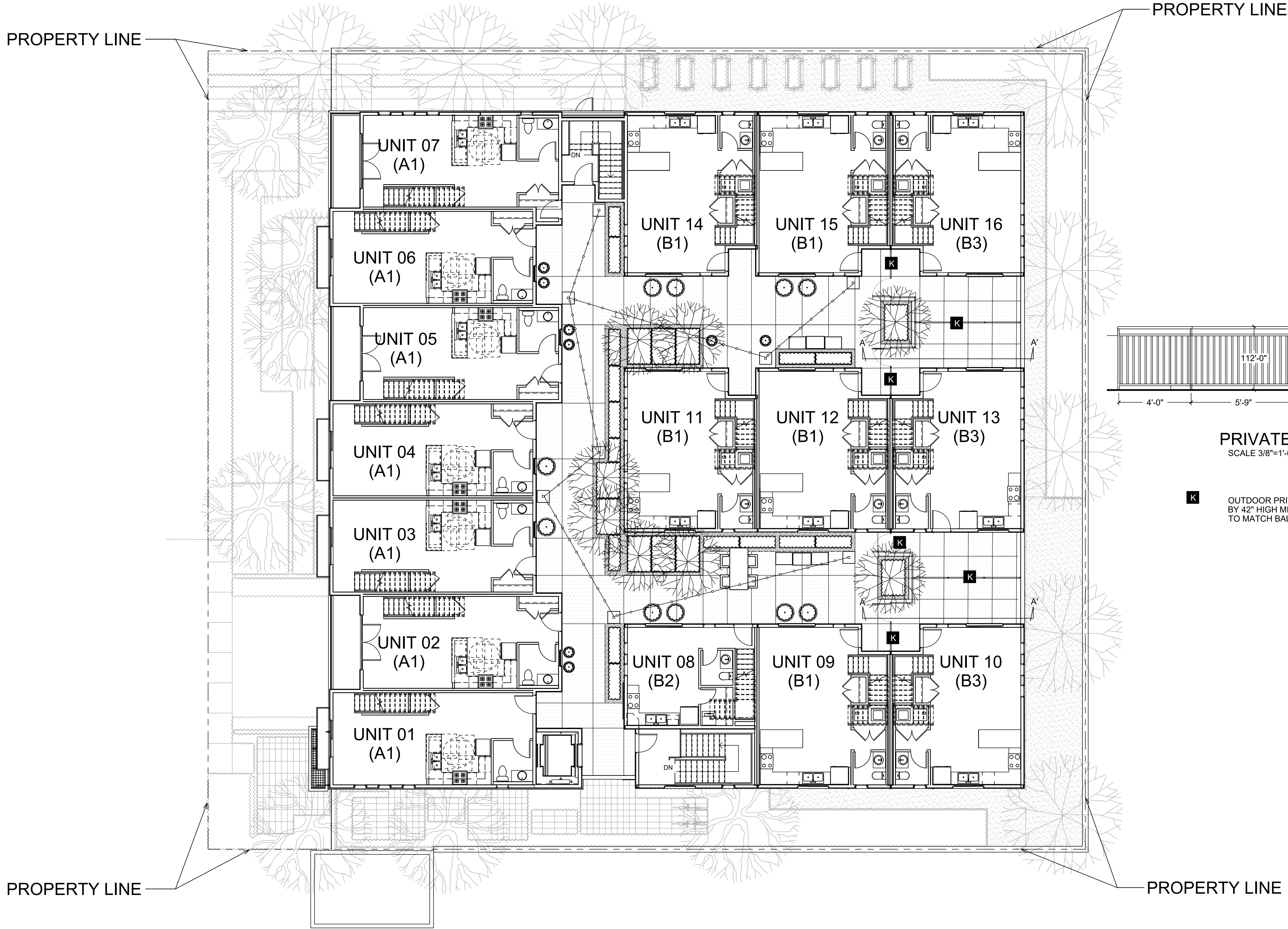
PLANNING
SUBMITTAL
DECEMBER 2, 2021

NO.	DESCRIPTION	DATE

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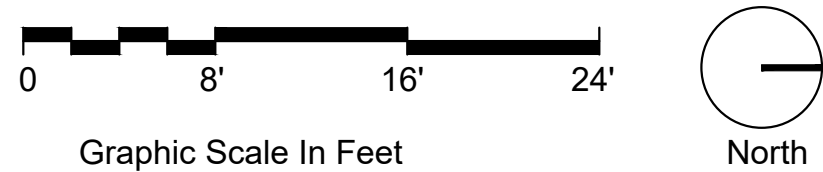
LANDSCAPE PLANT
LIST + PHOTOS
LEVEL 2

Drawing No.	L202
Project number:	20023
Date:	09/14/21
Scale:	1/8" = 1'-0"



PRIVATE PATIO RAILING
SCALE 3/8"=1'-0"

K OUTDOOR PRIVATE OPEN SPACE ENCLOSED
BY 42" HIGH METAL RAILING AND 3FT GATE
TO MATCH BALCONY RAILINGS



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RESUBMITTAL
AUGUST 2, 2022

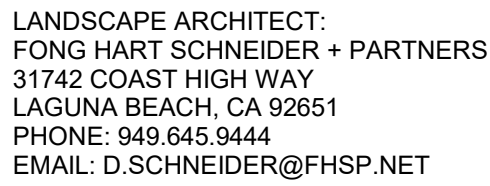
NO.	DESCRIPTION	DATE

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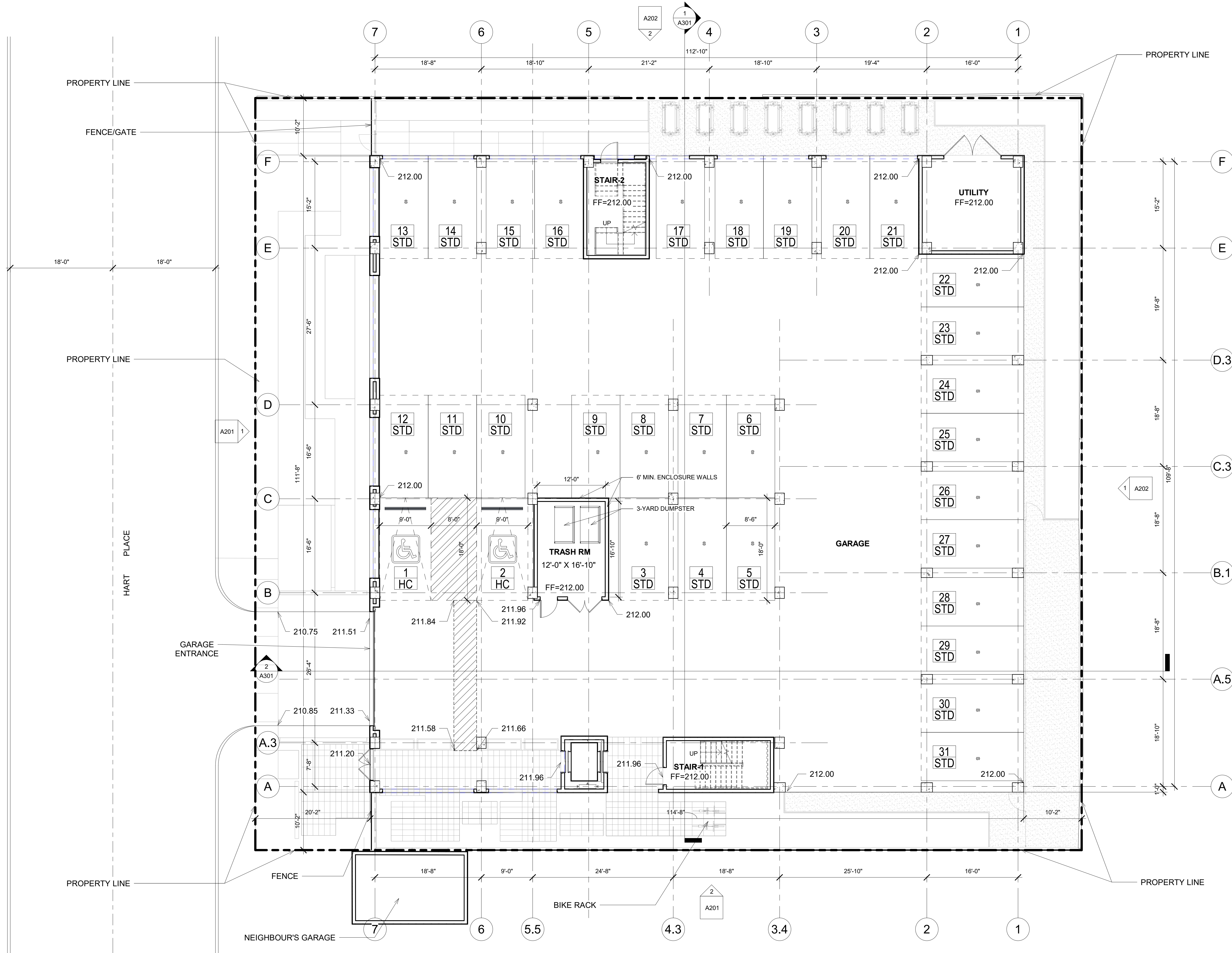
**FENCES/RAILINGS
LEVEL 2**

Drawing No. **L203**

Project number: 20023 Date: 09/14/21 Scale: 1/8" = 1'-0"



Project number:	Date:	08/04/22
20023	Scale:	1/16" = 1'-0"



1 FLOOR PLAN - LEVEL 1
1/8" = 1'-0"

NOTE:
1. DIMENSIONS FOR WALLS INDICATED IN PROJECT SUMMARY AND ON PLANS ARE TO FACE OF STUDS, FROM FACE OF STUDS, AND/OR EDGE OF STUDS.
2. AREA INDICATED IN PROJECT SUMMARY AND ON PLANS ARE TO EXTERIOR FACE OF WALLS.

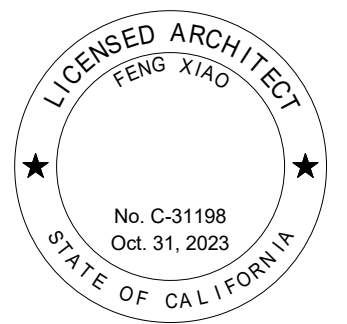


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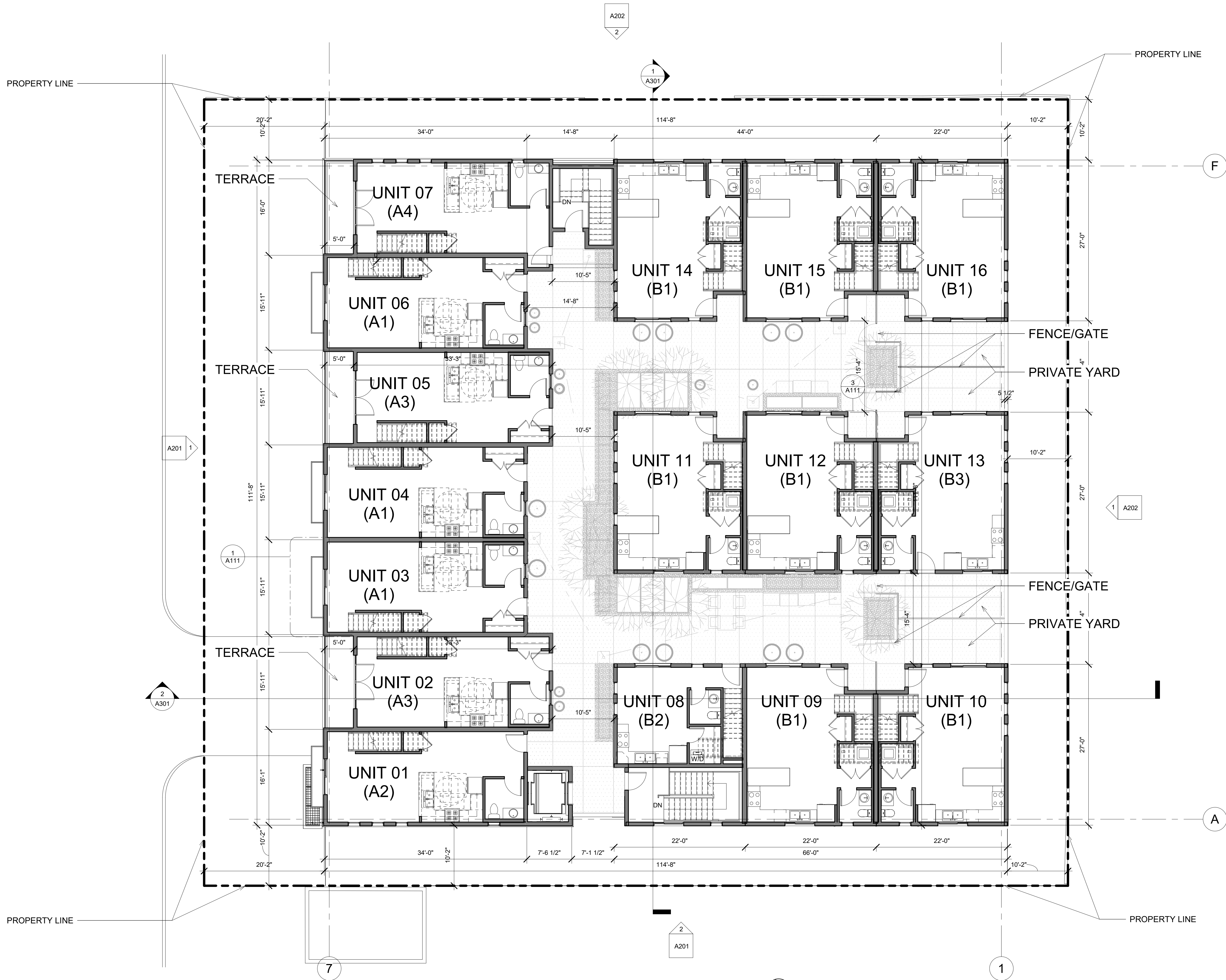
PLANNING
RESUBMISSION
08/04/22

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FLOOR PLAN -
LEVEL 1

Drawing No.	A101
Project number:	20023
Date:	08/04/22
Scale:	1/8" = 1'-0"



1 FLOOR PLAN - LEVEL 2
1/8" = 1'-0"

- NOTE:
- DIMENSIONS FOR WALLS INDICATED IN PROJECT SUMMARY AND ON PLANS ARE TO FACE OF STUDS, FROM FACE OF STUDS, AND/OR EDGE OF STUDS.
 - AREA INDICATED IN PROJECT SUMMARY AND ON PLANS ARE TO EXTERIOR FACE OF WALLS.

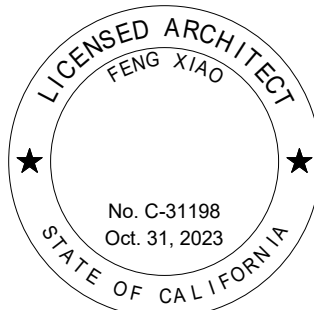


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08/04/22

NO.	DESCRIPTION	DATE

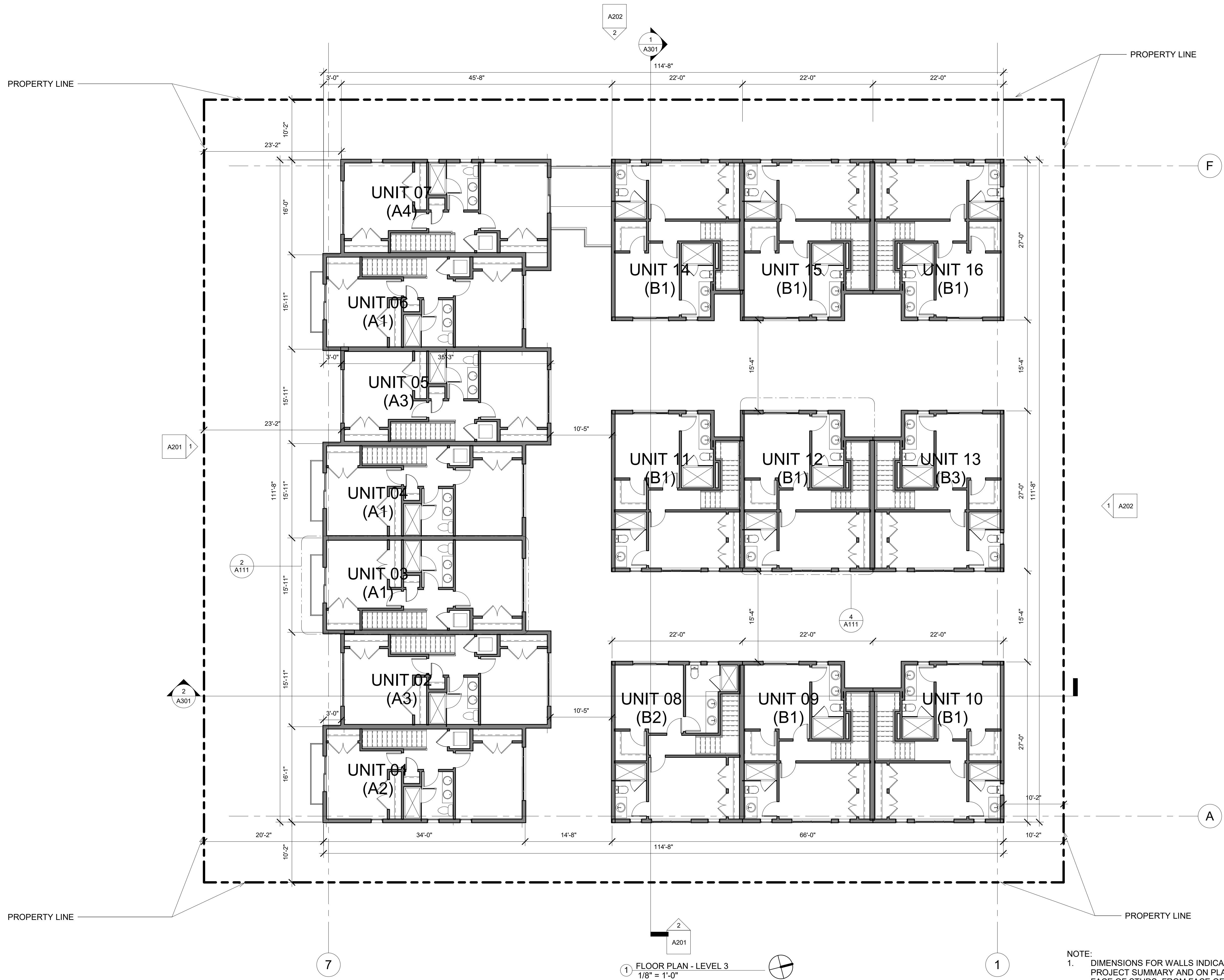
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FLOOR PLAN - LEVEL 2

Drawing No. **A102**

Project number: 20023 Date: 08/04/22 Scale: 1/8" = 1'-0"



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2. AREA INDICATED IN PROJECT SUMMARY AND ON PLANS ARE TO EXTERIOR FACE OF WALLS.

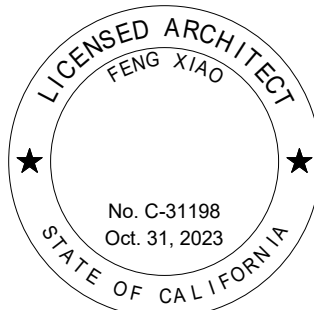


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RESUBMISSION
08/04/22**

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**FLOOR PLAN -
LEVEL 3**

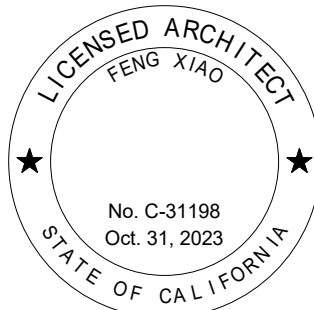
Drawing No.	A103
Project number:	Date: 08/04/22
20023	Scale: 1/8" = 1'-0"

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08/04/22**

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ROOF PLAN

Drawing No. **A104**

Project number: 20023 Date: 08/04/22 Scale: 1/8" = 1'-0"

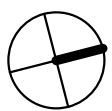
PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

1 ROOF PLAN
1/8" = 1'-0"

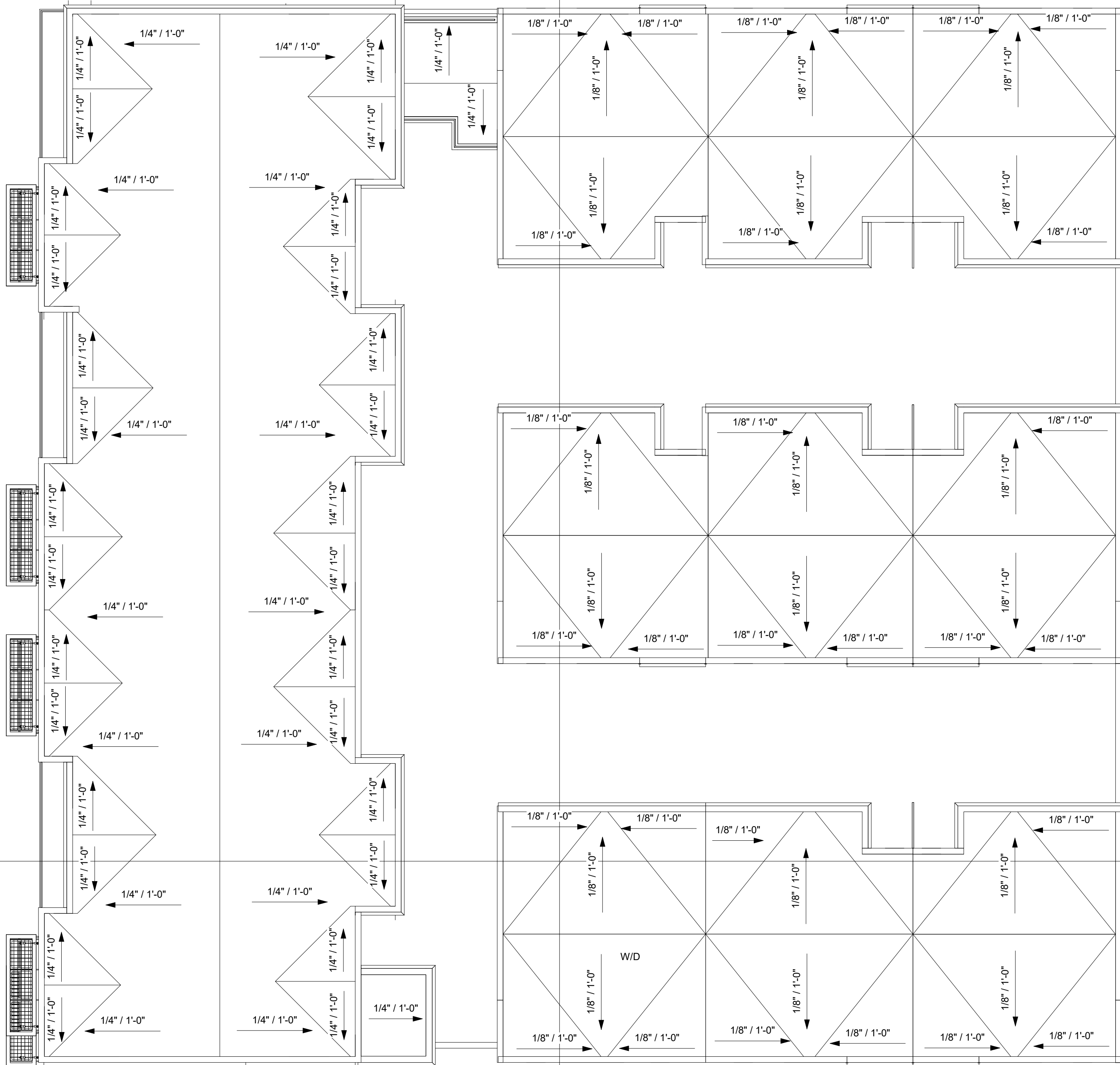


A202
2
A301
1

A201
1

A202
1

2
A201

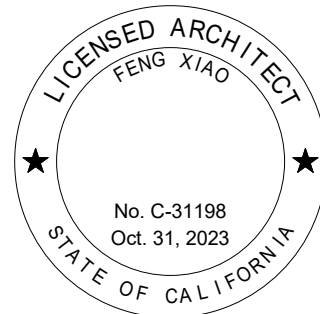


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PLANNING
RESUBMISSION
08/04/22

NO.	DESCRIPTION	DATE

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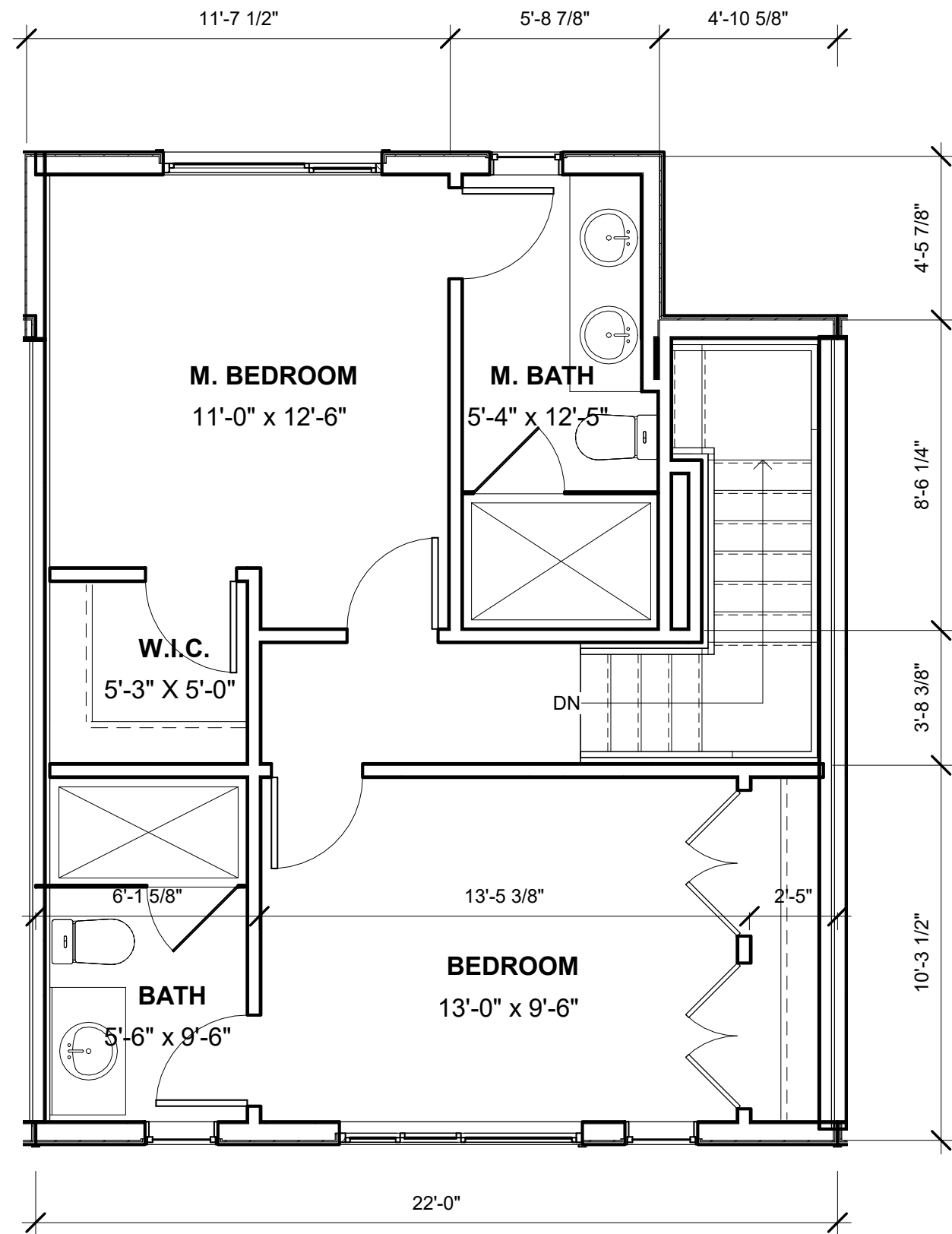
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UNIT PLANS

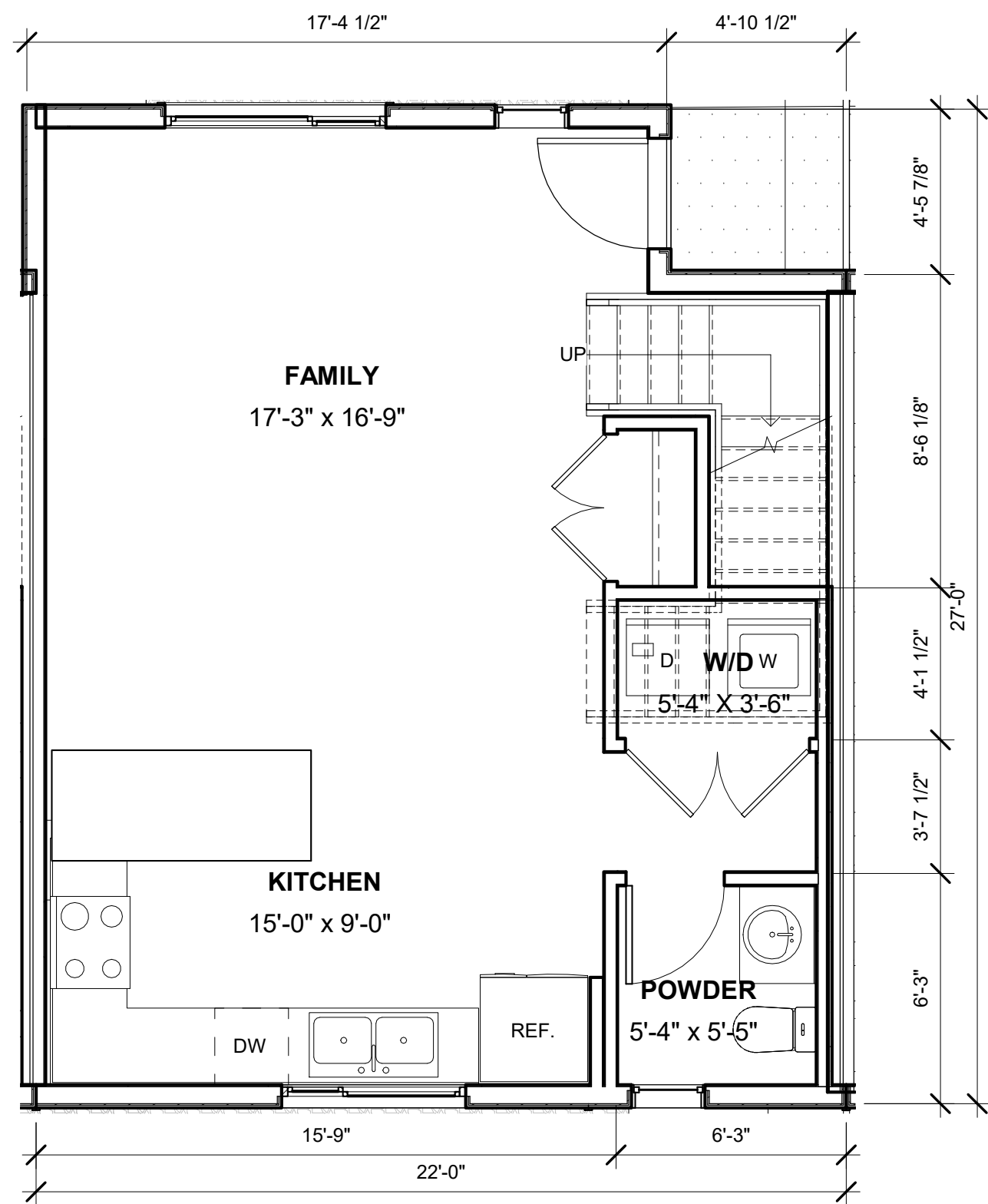
Drawing No.

A111

Project number: 20023 Date: 08/04/22 Scale: 1/4" = 1'-0"



④ TYPE B1 - LEVEL 3
1/4" = 1'-0"



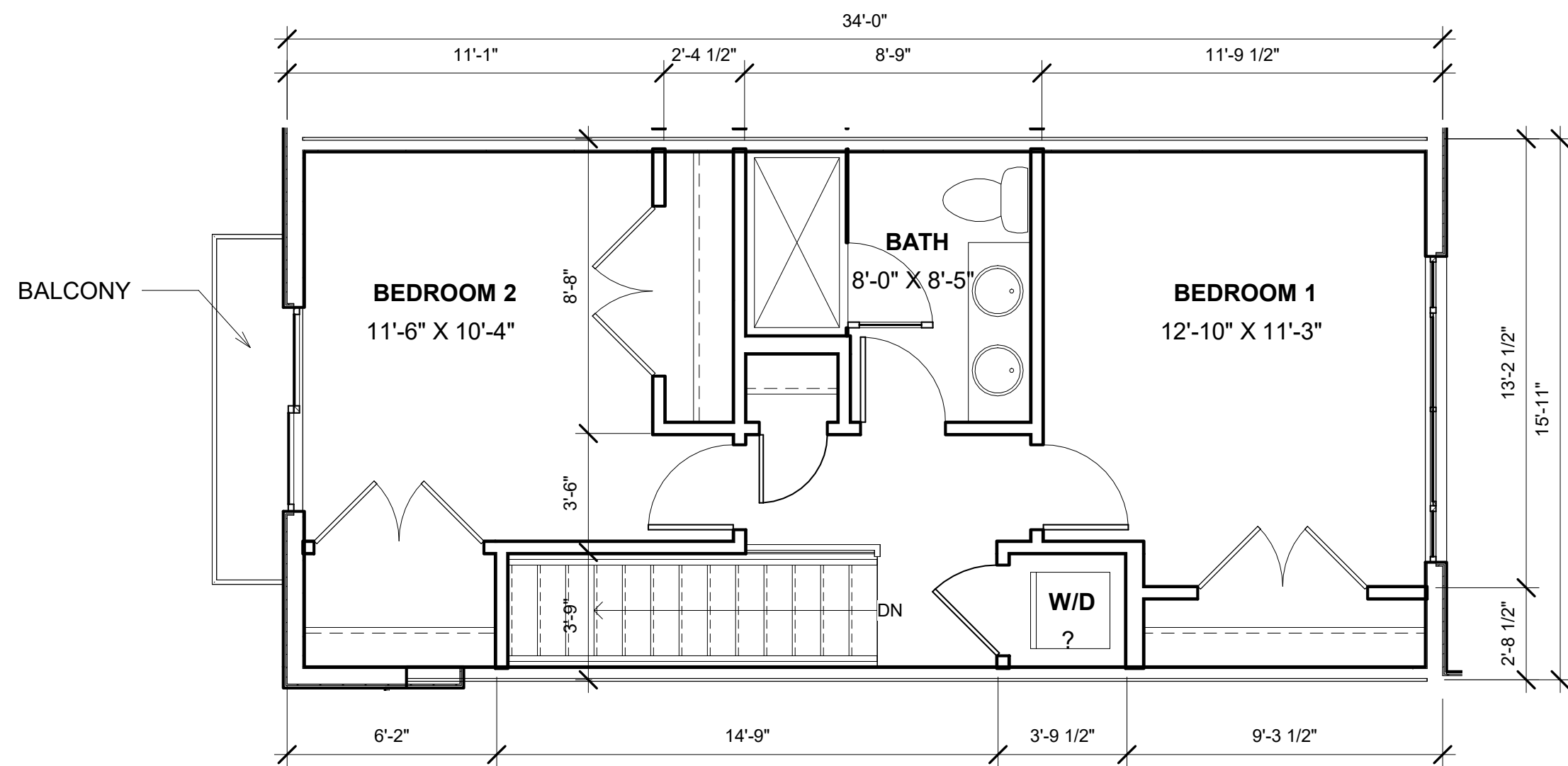
③ TYPE B1 - LEVEL 2
1/4" = 1'-0"

AREA SCHEDULE - TYPE B1	
LEVEL	AREA

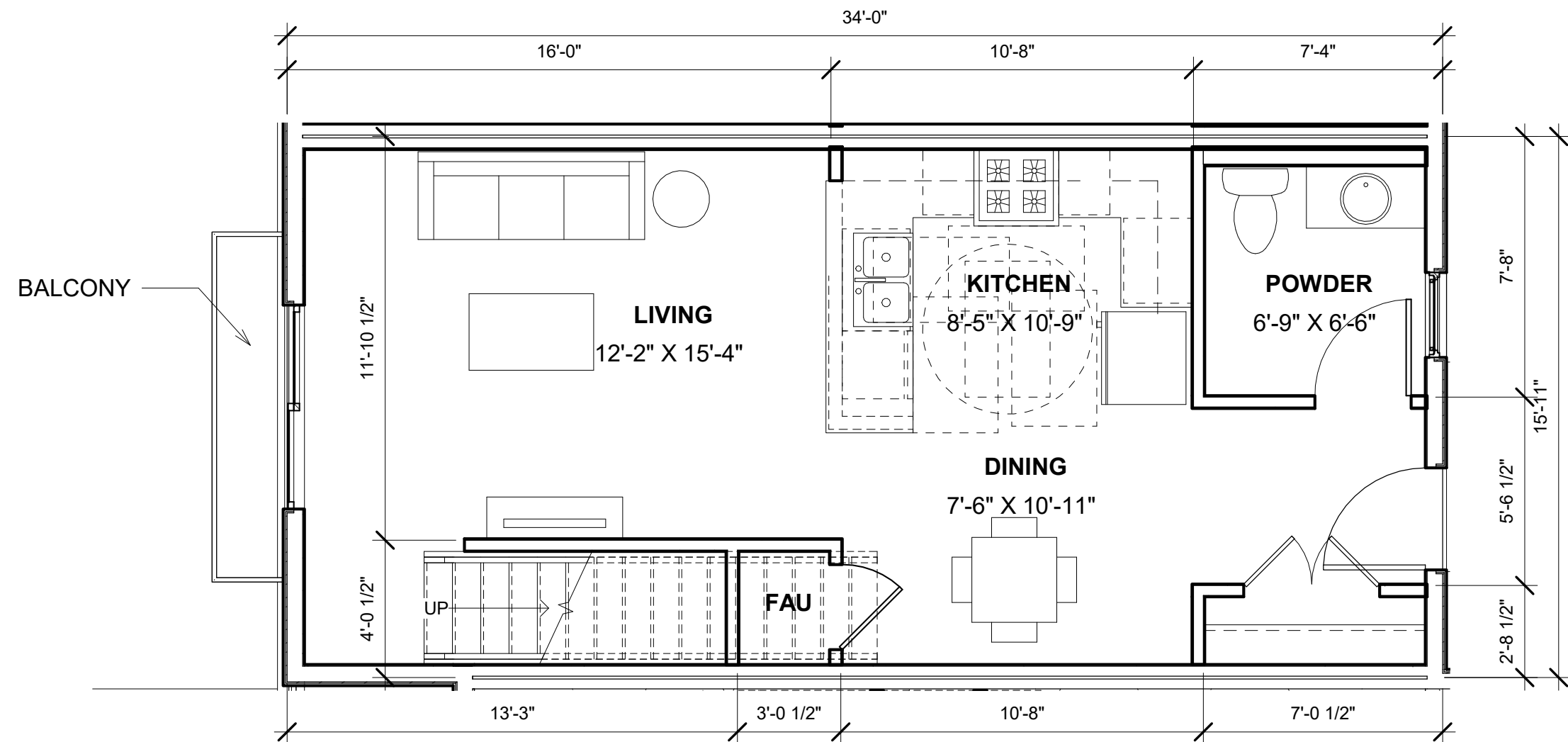
B1	
LEVEL 2	540 SF
LEVEL 3	578 SF
B1: 2	1,118 SF
Grand total:	1,118 SF
2	

AREA SCHEDULE - TYPE A1	
LEVEL	AREA

A1	
LEVEL 2	515 SF
LEVEL 3	545 SF
A1: 2	1,060 SF
Grand total:	1,060 SF
2	

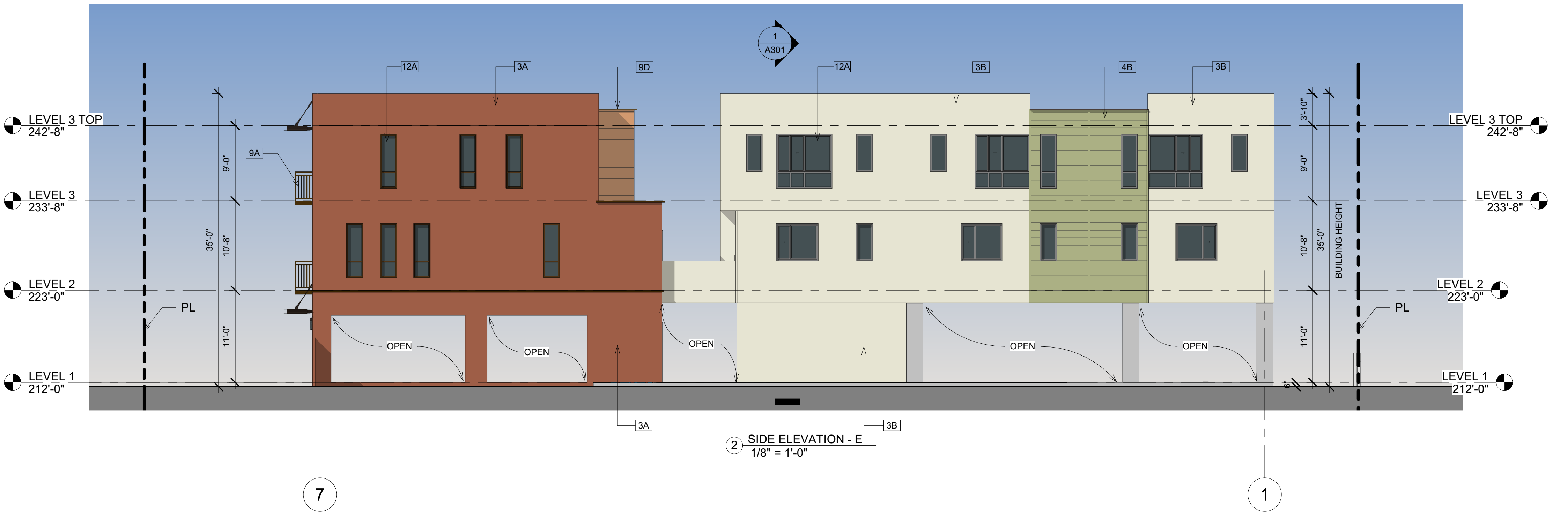


② TYPE A1 - LEVEL 3
1/4" = 1'-0"



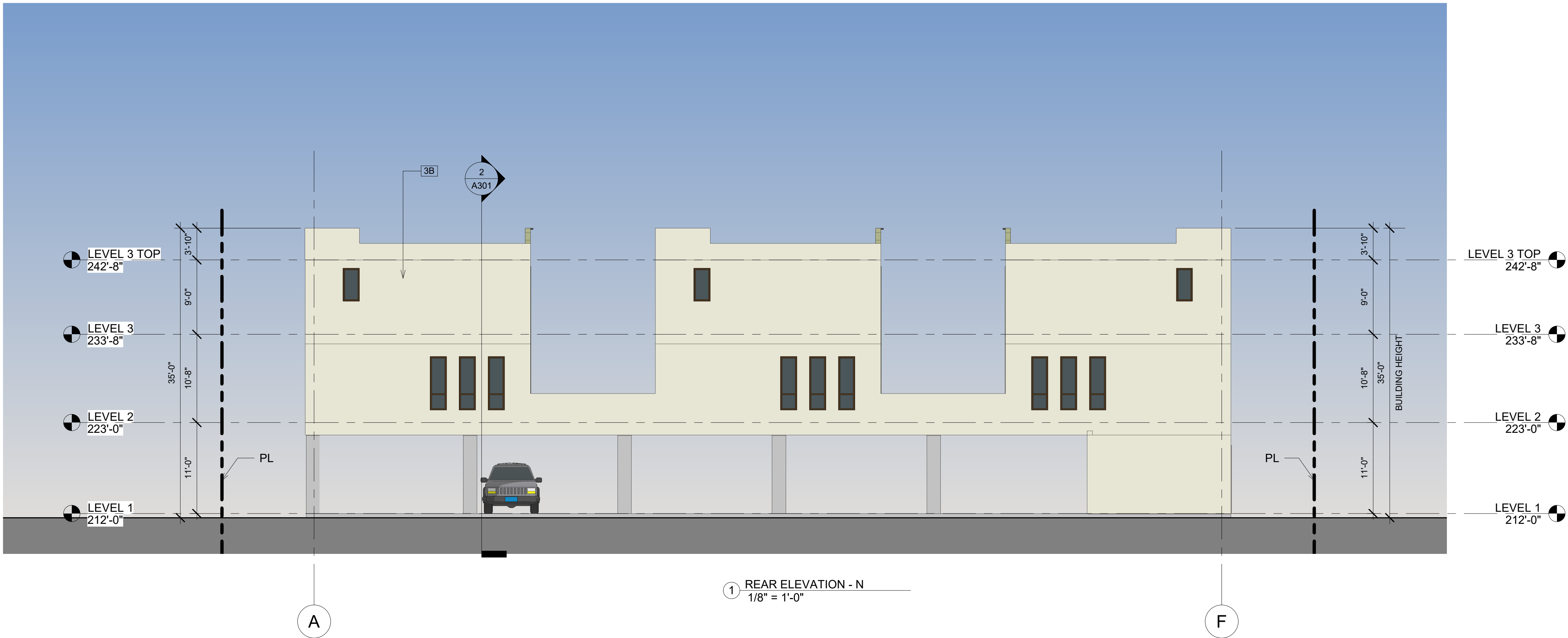
① TYPE A1 - LEVEL 2
1/4" = 1'-0"

KEYNOTE LEGEND	
Key Value	Keynote Text
3A	STUCCO, SAND FINISH OMEGA 20/30, COLORTEK, BENJAMIN MOORE COLOR PREVIEW, HC-49, MAYFLOWER RED
3B	STUCCO, SAND FINISH OMEGA 20/30, COLORTEK # 15, BIRCH WHITE
4B	JAMES HARDIEPLANK LAP SIDING (WIDTH 9.25 INCH) AND TRIM, HEATHERED MOSS
4C	JAMES HARDIEPLANK LAP SIDING (WIDTH 9.25 INCH) AND TRIM, BENJAMIN MOORE COLOR PREVIEW, HC-7, BRYANT GOLD
8A	PAINTED METAL CANOPY, BENJAMIN MOORE COLOR PREVIEW, HC-70, VAN BUREN BROWN
9A	PAINTED METAL RAILING, BENJAMIN MOORE COLOR PREVIEW, HC-70, VAN BUREN BROWN
9C	PAINTED PERFORATED METALPANEL SCREEN, BENJAMIN MOORE COLOR PREVIEW, HC-70, VAN BUREN BROWN
9D	PAINTED METAL CAP, BENJAMIN MOORE COLOR PREVIEW, HC-70, VAN BUREN BROWN
12A	VINYL WINDOW AND FRENCH DOORS, MI WINDOWS HOMEMAKERS3 SERIES, EXTERIOR COLOR BRONZE
14C	ROLLING UP GRILLE GARAGE SECURITY DOOR



NO.	DESCRIPTION	DATE

KEYNOTE LEGEND	
Key Value	Keynote Text
3A	STUCCO, SAND FINISH OMEGA 20/30, COLORTEK, BENJAMIN MOORE COLOR PREVIEW, HC-49, MAYFLOWER RED
3B	STUCCO, SAND FINISH OMEGA 20/30, COLORTEK # 15, BIRCH WHITE
4B	JAMES HARDIEPLANK LAP SIDING (WIDTH 9.25 INCH) AND TRIM, HEATHERED MOSS
4C	JAMES HARDIEPLANK LAP SIDING (WIDTH 9.25 INCH) AND TRIM, BENJAMIN MOORE COLOR PREVIEW, HC-7, BRYANT GOLD
9A	PAINTED METAL RAILING, BENJAMIN MOORE COLOR PREVIEW, HC-70, VAN BUREN BROWN
9D	PAINTED METAL CAP, BENJAMIN MOORE COLOR PREVIEW, HC-70, VAN BUREN BROWN
12A	VINYL WINDOW AND FRENCH DOORS, MI WINDOWS HOMEMAKERS3 SERIES, EXTERIOR COLOR BRONZE
14A	ENTRY DOOR, MP DOORS, 4 LITE FIBERGLASS ENTRY DOOR, BRONZE COLOR WITH WATER WAVE GLASS
14B	PAINTED METAL DOORS

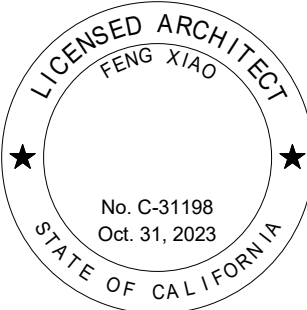


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**PLANNING
RESUBMISSION
08/04/22**

NO.	DESCRIPTION	DATE

HART PLACE
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**BUILDING
ELEVATIONS**

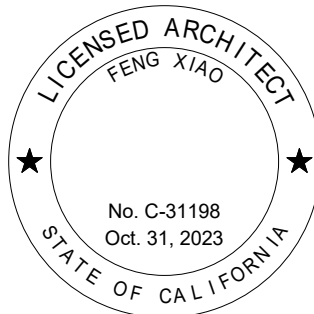
Drawing No. **A202**
Project number: 20023 Date: 08/04/22 Scale: 1/8" = 1'-0"

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**PLANNING
RESUBMISSION
08/04/22**

NO.	DESCRIPTION	DATE

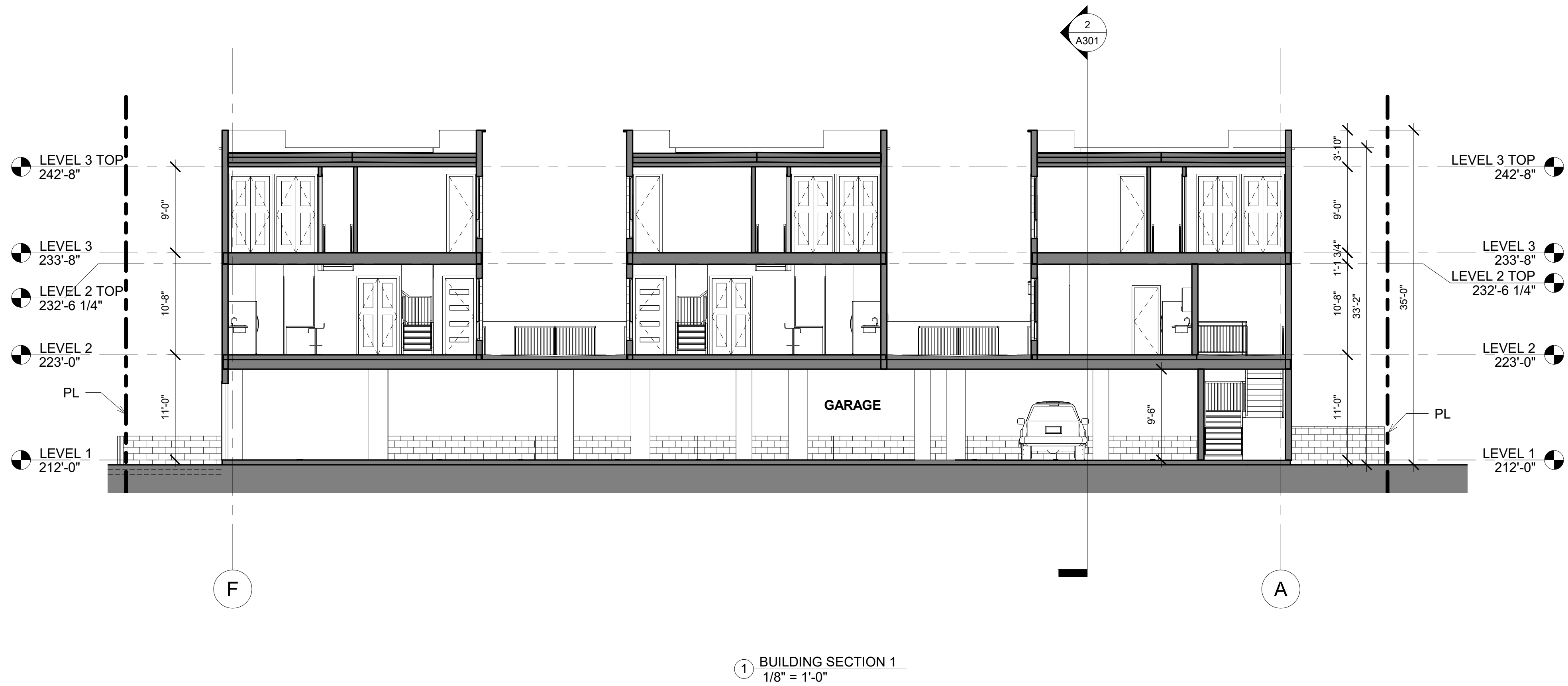
HART PLACE

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**BUILDING
SECTIONS**

Drawing No. **A301**

Project number: 20023 Date: 08/04/22 Scale: 1/8" = 1'-0"





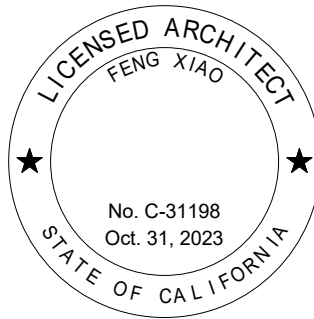
① STREET VIEW 01

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3D VIEWS

Drawing No.		A901
Project number:	Date:	08/04/22
20023	Scale:	



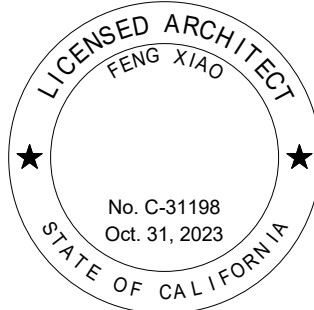
① STREET VIEW 02

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**PLANNING
RESUBMISSION
08/04/22**

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3D VIEWS

Drawing No. **A902**

Project number:	Date:	08/04/22
20023	Scale:	