



**PLANNING COMMISSION
MEETING AGENDA**

TUESDAY, OCTOBER 7, 2025 AT 6:30 PM

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

PLANNING COMMISSION MEMBERS

**ARMANDO MEDINA, CHAIR
NATALIA LOMELI, VICE CHAIR
VICTOR CUEVAS, PLANNING COMMISSIONER
ALICIA MORALES, PLANNING COMMISSIONER
NOAH LOPEZ, PLANNING COMMISSIONER**

CITY STAFF

**JOSEPH PALOMBI, DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT
VIVIANA ESPARZA, PLANNING MANAGER
JILLIAN PICADO, SENIOR ADMINISTRATIVE ASSISTANT**

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 **Jillian Picado** at (323) 887-1218 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 **Jillian Picado** 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, October 07, 2025 by 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.

RULES OF DECORUM:

Pursuant to Section 54957.95 of the Government Code, the presiding member of the legislative body conducting a meeting, or their designee, is authorized to remove, or cause the removal of, an individual for disrupting the meeting. Any such removal will be preceded by a warning to the disruptive individual by the presiding member of the legislative body or their designee that the individual's behavior is disrupting the meeting and that the individual's failure to promptly cease their disruptive behavior may result in their removal.

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

MINUTES

1. Planning Commission Minutes - 08/05/2025

PUBLIC HEARING

2. CONDITIONAL USE PERMIT ("CUP") TO ALLOW THE ESTABLISHMENT AND OPERATION OF A PRIVATE ART GALLERY WITHIN THE MONTEBELLO TOWN SQUARE SHOPPING CENTER LOCATED AT 1401 NORTH MONTEBELLO BOULEVARD ("PROJECT SITE")

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

1. ADOPT a Resolution conditionally approving CUP No. PC-2024-0012-CUP to allow the establishment and operation of a private art gallery, along with accessory storage spaces, on the second floor of an existing commercial unit in the Montebello Town Square shopping center located at 1401 North Montebello Boulevard; and
2. ADOPT a Resolution recommending that the City Council approve Development Agreement No. 03-24 between the City of Montebello and AltaMed Health Services Corporation, and making the related findings that the proposed project is consistent with the Montebello General Plan; and
3. DETERMINE and FIND that the project (ENV No. 10-24) is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines, Section 15301 - Existing Facilities and section 15061(b)(3) - Common Sense Exemption.

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 **October 21, 2025 at 6:30 p.m.** at City Hall Council Chambers located at 1600 W. Beverly Boulevard, Montebello, CA 90640.

I, **Jillian Picado, Senior Administrative Assistant** for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Thursday, October 02, 2025, 5:30 p.m.**

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a 'P' and a few dots.

Senior Administrative Assistant



CITY OF MONTEBELLO

PLANNING COMMISSION MEETING AGENDA

MINUTES

TUESDAY, AUGUST 05, 2025 AT 6:30 PM

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

CALL TO ORDER – Chair Medina called the meeting to order at 6:34 p.m.

ROLL CALL – Chair Medina, Vice-Chair Lomeli, Commissioner Morales, and Commissioner Lopez.

PLEDGE OF ALLEGIANCE – Chair Medina.

CORRECTIONS TO THE AGENDA – None.

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

None.

MINUTES

1. **Approval of the Minutes from the Planning Commission meeting held on June 17, 2025.**

Vice-Chair Lomeli motioned to approve the meeting minutes and was Seconded by Commissioner Morales. Planning Manager, Viviana Esparza took roll, and the item was approved 4-0.

CONTINUED PUBLIC HEARING

2. **DRAFT ORDINANCE FOR A ZONE CODE AMENDMENT (“ZCA”) TO MODIFY MONTEBELLO MUNICIPAL CODE (“MMC”) CHAPTER 17 AND ESTABLISH A VIEWSHED PRESERVATION OVERLAY**

Director Palombi introduced the item, followed by a presentation from Assistant Planner, Ms. Emilie Fernandez, regarding the adoption of Resolution No. 08-25, which recommends that the City Council approve Zone Code Amendment (Case No. PC-2025-0006-ZCA) amending Chapter 17 of the Montebello Municipal Code, adding Chapter 17.41 – Viewshed Preservation Overlay to protect and preserve significant public and private views. Following Ms. Fernandez’s presentation, the Planning Commission had no questions for staff. The Public Hearing was opened at 6:44 p.m. Five (5) members of the public spoke in support of the ordinance, citing that overgrown vegetation, thick foliage, and dry brush can lead to pests, insects, mold, potential infestation and disease, structural damage, and fire hazards, as well as allergies and the introduction of wildlife. One of the members of the public elaborated on her support of the ordinance, noting the importance of preserving Montebello’s skyline and the value of the views that exist. The Public Hearing was closed at 6:57 p.m. Chair Medina mentioned a point of clarification regarding the ordinance applying to privately owned trees and foliage and confirmed that it does not include public/protected trees. Director Palombi advised that the City does not have an ordinance to designate protected trees; however, the City would adhere to the state guidelines in place as they relate to protected trees. Director Palombi further elaborated that it would be analyzed on a case-by-case basis. Commissioner Lopez posed a question regarding how upkeep would happen, if it is neighbor complaint-driven, and how the cost would be split. Director Palombi advised Code Enforcement would go out and contact the party subject to the complaint, and they would be asked to remedy the situation. Director Palombi explained that the cost would be on the property owner who has the issue. Director Palombi further elaborated that if there was a new project, it would have to go through a review process by Building & Safety and Planning, who would then review the plans to see how they comply with the ordinance and regulations. Director Palombi stated there would be no added cost outside of the fees that are associated with processing a permit. Vice-Chair Lomeli inquired about the ordinance triggering something for private homeowners to get overgrown vegetation that is city-owned removed. Director Palombi explained that any city trees and infrastructure are exempt from the ordinance. Commissioner Morales motioned to adopt Resolution No. 08-25, recommending that the City Council approve Zone Code Amendment (Case No. PC-2025-0006-ZCA), amending Chapter 17 of the Montebello Municipal Code, adding Chapter 17.41 – Viewshed Preservation Overlay. Vice-Chair Lomeli seconded the motion. Ms. Esparza conducted a roll call vote, and the item was approved unanimously 4-0.

PUBLIC HEARING

3. MODIFICATION TO CONDITIONAL USE PERMIT ("CUP") NO. 07-71 TO AUTHORIZE THE RECONFIGURATION OF THE EXISTING FORD OF MONTEBELLO AUTOMOBILE DEALERSHIP LOCATED AT 2747 VIA CAMPO, INCLUDING THE CONSTRUCTION OF AN APPROXIMATELY 21,850 SQUARE FOOT FIRST FLOOR ADDITION CONSISTING OF APPROXIMATELY 30 NEW INDOOR SERVICE BAYS, A VEHICLE DISPLAY AREA, RESTROOMS, A LUNCH ROOM, AN ELEVATOR, AND AN EQUIPMENT ROOM FOR THE ELEVATOR, AS WELL AS AN APPROXIMATELY 29,300 SQUARE FOOT ROOF TOP PARKING AREA CONSISTING OF 57 STANDARD PARKING SPACES AND A SEPARATE INVENTORY PARKING AREA ("PROPOSED PROJECT")

Director Palombi introduced the item, followed by a presentation from Assistant Planner, Mr. Daniel Ruiz, regarding the adoption of Resolution No. 09-25, which conditionally approves the construction of approximately 30 new indoor service bays and related appurtenant structures within a new 21,850 square foot first floor addition along with an approximately 29,300 square foot roof top parking and inventory area for the property located at 2747 Via Campo, and make related findings that the Proposed Project is consistent with the Montebello General Plan. Following Mr. Ruiz’s presentation, Mr. Ruiz responded to questions from the commission regarding the service entrance, the R1 zoning, and commercial use, and whether the Viewshed ordinance would apply to the reconfiguration. Chair Medina invited the owners to speak regarding the project. Mr. Robert Plant, who works directly with the Ford dealership owners, addressed the commission and elaborated on increasing service bays, service entrance, relocating the service from the rear to the front, and improving traffic conditions. Chair Medina asked Mr. Plant if he anticipates the upcoming proposed changes and future Ford developments within and outside of Montebello that Mr. Plant had referenced will help to alleviate the traffic that exists currently. Mr. Plant confirmed that that is the purpose of the modification being requested. Commissioner Lopez inquired if there would be any additional entrances closer to the Garfield side, which is near Dollar Tree. Mr. Plant responded and explained that they cannot cross over the nearby owner’s property lines. Chair Medina asked staff to clarify if the reason this item was before the commission was due to the project exceeding the 5,000 square foot threshold. Mr. Ruiz explained that the staff determined there was a major modification to the original CUP that would merit bringing this item back before the commission for approval. The Public Hearing was opened at 7:25 p.m. There was no public comment. The Public Hearing was closed at 7:26 p.m. Commissioner Morales motioned to approve the modification to CUP No. 07-71 to authorize the reconfiguration of the existing Ford of Montebello automobile dealership located at 2747 Via Campo, including the construction of an approximately 21,850 square foot first floor addition, and adopt Resolution No. 09-25. Chair Medina seconded the motion. Ms. Esparza conducted a roll call vote, and the item was approved unanimously 4-0.

PLANNING COMMISSION ORALS – Chair Medina welcomed Deputy City Attorney Marina Ramirez, as she was in attendance for her first in-person City of Montebello Planning Commission.

ADJOURNMENT

The meeting was adjourned at 7:29 p.m. to the next regularly scheduled meeting that will be held on August 19, 2025.

Joseph Palombi, Planning Commission Secretary



ITEM # 2

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

TO: Members of the Planning Commission

FROM: Joseph Palombi, Planning & Community Development Director

BY: Viviana Esparza, Planning Manager

SUBJECT: **CONDITIONAL USE PERMIT ("CUP") TO ALLOW THE ESTABLISHMENT AND OPERATION OF A PRIVATE ART GALLERY WITHIN THE MONTEBELLO TOWN SQUARE SHOPPING CENTER LOCATED AT 1401 NORTH MONTEBELLO BOULEVARD ("PROJECT SITE")**

DATE: October 7, 2025

RECOMMENDATION(S):

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

1. ADOPT a Resolution conditionally approving CUP No. PC-2024-0012-CUP to allow the establishment and operation of a private art gallery, along with accessory storage spaces, on the second floor of an existing commercial unit in the Montebello Town Square shopping center located at 1401 North Montebello Boulevard; and
2. ADOPT a Resolution recommending that the City Council approve Development Agreement No. 03-24 between the City of Montebello and AltaMed Health Services Corporation, and making the related findings that the proposed project is consistent with the Montebello General Plan; and
3. DETERMINE and FIND that the project (ENV No. 10-24) is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines, Section 15301 - Existing Facilities and section 15061(b)(3) - Common Sense Exemption.

PLANNING COMMISSION AGENDA REPORT - MEETING OF OCTOBER 7, 2025

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BACKGROUND:

On May 11, 2020, AltaMed Health Services Corporation (the “Applicant”) was issued a City business license for the purpose of operating an administrative business and professional office use within the Montebello Town Square shopping center located at 1401 North Montebello Boulevard, Montebello, CA 90040.

On July 10, 2024, the Applicant filed an application for a proposed private art gallery at 1401 North Montebello Blvd. The application was reviewed by the Planning Division for completeness.

On July 18, 2024, the Planning Division transmitted a deemed incomplete letter in connection with the initial submittal with an itemized list of information needed to complete the application.

On August 21, 2024, the Applicant resubmitted supplemental information along with the application (PC-2024-0012-CUP) for a Conditional Use Permit and Development Agreement to allow the establishment and operation of a private art gallery, along with accessory storage spaces, on the second floor of the Project Site, where the Applicant is currently operating its business and professional office functions. Pursuant to Appendix A - Index of Primary Uses of the Montebello Municipal Code, approval of a Conditional Use Permit is required for new assembly buildings and uses within the City’s C-2 (General Commercial) zone.

On August 21, 2024, the Planning Division issued a deemed complete letter to the Applicant with the associated case numbers.

PROJECT /APPLICANT INFORMATION

Project Location: 1401 North Montebello Boulevard
Project Applicant: AltaMed Health Services Corporation (“AltaMed”)
Property Owner: KIR Montebello LP
General Plan Designation: Neighborhood
Zoning: C-2-PD (General Commercial w Planned Development Designation)
Existing Use on Property: Commercial Office Space

PROJECT SITE

The surrounding zoning and land uses are listed as follows:

Direction	Zone	General Plan Land Use Designation
North	C-2-PD	Neighborhood
South	Montebello Hills Specific Plan	Neighborhood
East	C-2-PD	Neighborhood

West	C-2-PD	Neighborhood
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PUBLIC NOTIFICATION

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

- On September 25, 2025, the Public Hearing Notice was published in the Daily Journal (Montebello News); and
- On September 24, 2025, the Public Hearing Notice was mailed to all property owners within a 300-foot radius from the exterior boundaries of the project site.

ENVIRONMENTAL:

The proposed CUP (Case No. PC-2024-0012-CUP) qualifies for a Class 1 Categorical Exemption under the provisions of the California Environmental Quality Act (“CEQA”), Guidelines Section 15301 – Existing Facilities. Class 1 exempts the following projects: the operation, repair, maintenance or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of the use beyond that previously existing. As proposed, the CUP for an art gallery will not expand the existing footprint of the structure at the site and the proposed improvements to the site include minor interior changes such as adding partition walls as well as other minor site improvements. Additionally, the Planning Commission’s recommendation that City Council approve Development Agreement No. 03-24 in conjunction with the CUP qualifies for a statutory exemption from CEQA under section 15061(b)(3) - Common Sense Exemption, which applies to projects where it can be seen with certainty that there is no possibility the activity may have a significant effect on the environment.

ANALYSIS:

The proposed project is located at 1401 North Montebello Boulevard, within a commercial tenant space in the Montebello Town Square shopping center, situated in the City’s C-2-PD (General Commercial – Planned Development) zone. The project site is surrounded by other commercially zoned properties and uses to the north, east, and west, and is bordered by the Metro Heights residential development to the south. AltaMed currently occupies an approximately 105,000 square foot commercial unit within the shopping center. The entire Montebello Town Square site encompasses approximately 251,000 square feet.

The first floor of the tenant space measures approximately 75,000 square feet and is currently utilized for administrative office functions. The proposed art gallery and accessory uses would be located on the second-floor mezzanine area, which measures approximately 30,000 square feet.

Conditional Use Permit

Through the CUP process, the City may consider special uses which may be essential or desirable to a particular community but are not allowed as a matter of right within a particular zoning district. Section 17.70.010 of the Montebello Municipal Code (“MMC”) states that the purpose of conditional use permit is to allow proper integration of uses into the community which may only be suitable in specific locations, or only if such uses are designed and constructed in a particular manner on the site, and under certain conditions. In this case, the applicant is proposing to convert an existing second floor mezzanine within a commercial unit to develop and operate a private art gallery. Pursuant to Appendix A - Index of Primary Uses of the MMC, approval of a Conditional Use Permit is required for new assembly buildings and uses within the City’s C-2 (General Commercial) zoning district.

According to the project submittal, the applicant is proposing to convert approximately 15,668 square feet of the second-floor mezzanine into an art gallery and associated accessory uses. The proposed second-floor layout includes approximately 3,302 square feet of art gallery space, 5,683 square feet of storage, 2,484 square feet of administrative offices, and 4,199 square feet of circulation area.

In addition to the interior improvements, the proposal includes several site modifications such as the construction of a new trash enclosure, installation of one Americans with Disabilities Act (ADA)-accessible parking space, construction of an entrance canopy, and installation of a wheelchair lift at the existing loading dock.

The gallery is proposed to operate Monday through Friday, from 8:00 a.m. to 6:00 p.m., with the potential to host events outside of regular hours on various days of the week.

Pursuant to Section 17.70.070 of the MMC, before any CUP shall be granted, the following findings must be made:

A. That the site for the proposed use is adequate in size and shape;

The subject site is physically suitable for the operation of an art gallery. The project does not propose any structural alterations to the existing tenant space, nor does it include any increase in floor area to accommodate the new use. Additionally, the existing parking lot within the Montebello Town Square shopping center provides sufficient parking to meet the City’s parking requirements for the proposed use.

B. That the site has sufficient access to streets and highways, and is adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use;

The Subject Site was originally occupied by a major department store with an extensive customer base and operating hours spanning seven days a week, from morning to late evening. This high customer demand required adequate access to accommodate the resulting traffic. Access to surrounding streets and highways has not changed, and sufficient provisions for public access to the subject property remain in place, with the Project Site currently accessed from Montebello Boulevard. No changes to site access are proposed as part of the proposed Project, and existing access arrangements will remain unchanged. The traffic generated by the proposed use is not expected to be significant and it is anticipated to be comparable to that generated by existing businesses within the surrounding area.

C. That the proposed use will not have an adverse effect upon adjacent or abutting properties;

The proposed Project is located within the C-2 (General Commercial) zone and is primarily surrounded by other commercial uses. As such, it is unlikely that the proposed use will have an adverse effect on adjacent or abutting properties. While the Metro Heights residential development is located to the south of the project site, it is separated by Montebello Boulevard, which serves as a physical and functional buffer between the two uses.

D. That the proposed use is consistent with the objectives of the community redevelopment project area in which the site is located. Put another way, the finding must be made that the proposed use will meet the general purpose and intent of the Zoning Code and will be consistent with the purpose and intent of the General Plan and any applicable specific plan.

The proposed use is consistent with the objectives, policies, land use designations, and programs outlined in the City of Montebello General Plan. Specifically, the project supports General Plan Policies P8.3, P8.4, and P8.8, which promote the expansion of artistic spaces, activities, and programs, as well as the strengthening of partnerships between institutions of higher education, cultural organizations, and arts entrepreneurs. The proposed use also contributes to the ongoing preservation and enhancement of existing commercial areas. Furthermore, the project aligns with the intent of the City's Zoning Ordinance, which is consistent with the overarching goals and objectives of the General Plan. If approved, the project proposal will go through the plan check process which will ensure that the general purpose and intent of the zoning code, building code, fire code, and other applicable portions of the MMC will be met.

As part of its review, staff has determined that the proposed use complies with the parking requirements set forth in Chapter 17.52 of the City's Zoning Ordinance. Pursuant to the City's off-street parking standards, a total of 367 parking spaces are required to accommodate both the existing and proposed uses. As previously noted, AltaMed

occupies a commercial unit within the Montebello Town Square shopping center, which provides a total of 1,225 on-site parking spaces for its commercial tenants. Therefore, adequate parking will continue to be available throughout the shopping center to support the proposed use.

Development Agreement

The proposed CUP would authorize the operation of an art gallery as an assembly use with accessory storage spaces, contingent upon the Applicant providing public benefits outlined in Attachment “C” of Development Agreement No. 03-24 between the City of Montebello and AltaMed Health Services Corporation. The public benefits include: 1) a one-time, non-refundable Development Agreement Fee in the amount of \$20,000 for costs associated with the preparation and review of the Development Agreement; 2) a one-time Public Benefit fee in the amount of \$200,000; 3) compliance with the City’s Art in Public Places Program; 4) the payment of all applicable processing fees at the time these fees are due; and 6) authorizing the City’s use of a portion of the Property with prior approval from the Developer up to seven (7) times per calendar year pursuant to the Development Agreement.

GENERAL PLAN CONSISTENCY

The City’s General Plan Land Use designation for the Project Site is “Neighborhood.” This designation is intended to support a mix of transit, employment, shopping, civic, and leisure activities within close proximity of a variety of building types. Furthermore, the “Our Creative Community” chapter of the General Plan emphasizes Montebello’s commitment to nurturing and promoting arts and cultural activities, organizations, and events, while increasing their visibility and prominence within the region. Several guiding principles outlined in this chapter align with the proposed project, including facilitating inclusive cultural experiences reflecting the various identities of the City, providing equitable and easily accessible opportunities to residents and visitors to engage with art and culture locally, and creating more opportunities for engaging local artists.

The following General Plan Goals and Policies are applicable to the art gallery and related accessory uses proposed at the Project Site:

General Plan “Our Creative Community” Element policy 8.3 (P8.3) is to “expand artistic space, activities and programs in non-traditional venues.”

General Plan “Our Creative Community” Element policy 8.4 (P8.4) is to “weave arts and culture into the fabric of the City.”

General Plan “Our Creative Community” Element policy 8.8 (P8.8) is to “increase partnerships between higher education, cultural organizations and arts entrepreneurs.”

Overall, the operation of the proposed art gallery will support the City of Montebello’s efforts to nurture and promote arts and cultural activities, in alignment with the goals,

objectives, and policies outlined in the General Plan.

SUMMARY:

Staff believes that the required findings exist to support the approval of Conditional Use Permit No. PC-2024-0012-CUP, which would allow for the establishment and operation of a private art gallery within the City's C-2 zone. The proposed use is compatible with surrounding land uses and is consistent with the intent of both the City's Zoning Ordinance and General Plan. Additionally, the project would not adversely affect or compromise the integrity and character of the C-2 zone.

Therefore, it is recommended that the Planning Commission adopt Resolution No. 14-25, approving CUP No. PC-2024-0012-CUP, and recommending that the City Council approve Development Agreement No. 03-24 between the City of Montebello and AltaMed Health Services Corporation, in connection with the proposed art gallery.

Additionally, staff recommends that the Planning Commission determine the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 Class 1 – Existing Facilities of the CEQA Guidelines, as the CUP would not result in an expansion of the existing building footprint and minor improvements are proposed as part of the project. Furthermore, the Planning Commission's recommendation that the City Council approve Development Agreement No. 03-24 also qualifies for a Statutory Exemption under CEQA Guidelines Section 15061(b)(3) – Common Sense Exemption, as there is no possibility that the approval of the Development Agreement would result in a significant effect on the environment.

REPORTS RECEIVED

On August 22, 2024, the application for Case No. PC-2024-0012-CUP was routed to all responsible departments including Planning and Community Development (Planning and Building and Safety Division), Public Works, Fire, Police, and Recreation and Community Services Departments for review, comments, and conditions. The comments and conditions of approval that were provided are included in Resolution No. 14-25, as "Attachment A."

ATTACHMENT(S)

1. Attachment A: Resolution No. 14-25
2. Attachment B: Site Plan/Floor Plan
3. Attachment C: Development Agreement 03-24
4. Attachment D: Notice of Exemption
5. Attachment E: Public Hearing Notice

**CITY OF MONTEBELLO
PLANNING COMMISSION**

RESOLUTION NO. 14-25

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
MONTEBELLO, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT
(CASE NO. PC-2024-0012-CUP) WITH CONDITIONS TO ALLOW THE
OPERATION OF A PRIVATE ART GALLERY FOR PROPERTY LOCATED AT
1401 NORTH MONTEBELLO BOULEVARD**

WHEREAS, on May 11, 2020, AltaMed Health Services Corporation (the “Applicant”) was issued a City business license for the purpose of operating an administrative business and professional office use within the Montebello Town Square shopping center located at 1401 North Montebello Boulevard, Montebello, California 90640, identified as Los Angeles County Assessor’s Parcel No. 5293-023-001 (the “Project Site”); and

WHEREAS, on August 21, 2024, the Applicant filed an application for a Conditional Use Permit (“CUP”) and Development Agreement (“DA”) to allow the establishment and operation of a private art gallery, along with accessory storage spaces, on the second floor of the Project Site, where the Applicant is currently operating its business and professional office functions (the “proposed Project”); and

WHEREAS, pursuant to Appendix A - Index of Primary Uses of the Montebello Municipal Code, approval of a Conditional Use Permit is required for new assembly buildings and uses within the City’s C-2 (General Commercial) Zone; and

WHEREAS, as part of the CUP approval, the Applicant agrees to enter into a Development Agreement with the City of Montebello, pursuant to which the Applicant will provide the City with certain public benefits; and

WHEREAS, the operation of the proposed art gallery will allow for Montebello to nurture and promote arts and cultural activities consistent with the City’s General Plan goals, objectives, and policies; 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 proposed CUP (Case No. PC-2024-0012-CUP) qualifies for a Class 1 Categorical Exemption under the provisions of CEQA, Guidelines Section 15301 (Existing Facilities). Additionally, the Planning Commission's recommendation to approve Development

Agreement No. 03-24 in conjunction with the CUP qualifies for a statutory exemption from CEQA under 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. Based on staff presentations, testimony, and all other evidence presented to the Planning Commission during the noticed public hearing on this matter, the Planning Commission hereby finds and declares that the foregoing recitals are true and correct and incorporates them herein as substantive findings into this Resolution.

SECTION 2. FINDINGS. Pursuant to Section 17.70.070 of the Montebello Municipal Code, before any CUP is granted, the following findings must be made:

A. That the site for the proposed use is adequate in size and shape;

The subject site is physically suitable for the operation of an art gallery. The project does not propose any structural alterations to the existing tenant space, nor does it include any increase in floor area to accommodate the new use. Additionally, the existing parking lot within the Montebello Town Square shopping center provides sufficient parking to meet the City's parking requirements for the proposed use.

B. That the site has sufficient access to streets and highways, and is adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use;

The Subject Site was originally occupied by a major department store with an extensive customer base and operating hours spanning seven days a week, from morning to late evening. This high customer demand required adequate access to accommodate the resulting traffic. Access to surrounding streets and highways has not changed, and sufficient provisions for public access to the subject property remain in place, with the Project Site currently accessed from Montebello Boulevard. No changes to site access are proposed as part of the proposed Project, and existing access arrangements will remain unchanged. The traffic generated by the proposed use is not expected to be significant and is anticipated to be comparable to that generated by existing businesses within the surrounding area.

C. That the proposed use will not have an adverse effect upon adjacent or abutting properties;

The proposed Project is located within the C-2 (General Commercial) Zone and is primarily surrounded by other commercial uses. As such, it is unlikely that the proposed use will have an adverse effect on adjacent or abutting properties. While the Metro Heights residential development is located to the south of the project site, it is separated by Montebello Boulevard, which serves as a physical and functional buffer between the two uses.

D. That the proposed use is consistent with the objectives of the community redevelopment project area in which the site is located. Put another way, the finding must be made that the proposed use will meet the general purpose and intent of the Zoning Code and will be consistent with the purpose and intent of the General Plan and any applicable specific plan.

The proposed use is consistent with the objectives, policies, land use designations, and programs outlined in the City of Montebello General Plan. Specifically, the project supports General Plan Policies P8.3, P8.4, and P8.8, which promote the expansion of artistic spaces, activities, and programs, as well as the strengthening of partnerships between institutions of higher education, cultural organizations, and arts entrepreneurs. The proposed use also contributes to the ongoing preservation and enhancement of existing commercial areas. Furthermore, the project aligns with the intent of the City's Zoning Ordinance, which is consistent with the overarching goals and objectives of the General Plan. If approved, the project proposal will go through the plan check process which will ensure that the general purpose and intent of the zoning code, building code, fire code, and other applicable portions of the Montebello Municipal Code will be met.

SECTION 3. CEQA. The Planning Commission hereby determines that, based on the whole of the administrative record, the proposed CUP (Case No. PC-2024-0012-CUP / Env. No. 10-24 / DA 03-24) qualifies for a Class 1 Categorical Exemption under the provisions of the California Environmental Quality Act ("CEQA"), Guidelines Section 15301 – Existing Facilities. Class 1 exempts the following projects: the operation, repair, maintenance or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of the use beyond that previously existing. As proposed, the CUP for an art gallery will not expand the existing footprint of the structure at the site and the proposed improvements to the site include minor interior changes such as adding partition walls as well as other minor site improvements. Additionally, the Planning Commission's recommendation to approve Development Agreement No. 03-24 in conjunction with the CUP qualifies for a statutory exemption from CEQA under section 15061(b)(3) - Common Sense Exemption, which applies to projects where it can be seen with certainty that there is no possibility the activity may have a significant effect on the environment.

SECTION 4. The Planning Commission hereby approves Conditional Use Permit No. PC-2024-0012-CUP to allow the establishment and operation of a private art gallery, including accessory art storage spaces at the Applicant's existing office at the Project Site, subject to the conditions set forth in Section 6 of this Resolution.

SECTION 5. The Planning Commission hereby recommends the City of Montebello City Council approve Development Agreement No. 03-24 between the City of Montebello and AltaMed Health Services Corporation, attached hereto as “Attachment A.”

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

A. Standard 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 reasonable and actual 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 utilization of the subject site shall conform to the allowed use as described in the DA, except as provided for herein and by subsequent revisions found by the Director of Planning and Community Development (“Director”) Department (“Planning Department”) to be in substantial conformance and compliance with these provisions.
3. The development of the subject site shall be consistent with all provisions of the Montebello Municipal Code (“MMC”), Conditional Use Permit No. PC-2024-0012-CUP/ENV No. 10-24, approved plans, and the specifications of the City’s Planning Division (“Planning Division” or “Planning Department”).
4. Approval of CUP No. PC-2024-0012-CUP/ENV No. 10-24 is subject to approval, adoption, and full execution of Development Agreement No. 03-24 by and between the City of Montebello and AltaMed Health Services Corporation.
5. 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.

6. Compliance review will be completed pursuant to Section 9 of the DA. The 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 for the protection of public health, safety, and welfare. The Planning Commission may revoke CUP No. PC-2024-0012-CUP/ENV No. 10-24 if sufficient cause is given.
7. All area, height and use regulations of the zone classification of the Subject Site shall be complied with, except wherein these conditions explicitly allow otherwise.
8. Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Planning and Community Development Department and any designated agencies and in accordance with any stated laws or regulations, or any amendments thereto.
9. In the event the Applicant violates or fails to comply with any conditions of approval of the CUP, no further permits, licenses, approvals, or certificate of occupancy shall be issued until such violation(s) has been fully remedied.
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. The operation shall always be conducted in a manner not detrimental to surrounding properties or residents by reason of lights, noise, activities, parking, and other actions. Site project management ("Management") shall patrol the business premises and the surrounding vicinity, including the public rights-of-way to the property, during all hours of operation. Management shall ensure that no littering or loitering occurs in and around the project site.
12. The site and surrounding area shall be maintained in a litter and graffiti free manner. Any graffiti that occurs on the site shall be removed within 24 hours at Applicant, Site Owner ("Site Owner"), and/or Operator's own expense.
13. The noise levels generated by the operation of such establishment shall not exceed sixty-five (65) dBA between the hours of seven (7) a.m. to ten (10) p.m., and not exceed sixty (60) dBA between the hours of ten (10) p.m. to seven (7) a.m., to mitigate the impact of adjoining properties zoned or used for residential purposes. The measurement of noise levels shall be taken at the location of the shared property line.
14. The external lighting of the parking area shall be kept at an intensity of between one (1) and two (2) foot candles, so as to provide adequate lighting for patrons while not

disturbing surrounding residential or commercial areas. Light sources shall be screened from adjacent properties and from the sky.

15. No signs shall be installed on the site until a sign permit has been approved by the Planning Department and Building & Safety Division in conformance with the provisions set forth in Chapter 17.62 ("Signs") of the MMC.
16. The premises shall be kept clean, and the Applicant, Operator, and/or Management of the establishment shall ensure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way.
17. Any outstanding violations of the MMC shall be remedied prior to the issuance of a Certificate of Occupancy, as applicable. The Applicant, Operator, Site Owner, and/or Management shall be responsible for remedying outstanding code enforcement issues. When corrective action requires the issuance of a building permit, the building permit must be issued within 12 months of the effective date of this approval. Corrective action that does not require a building permit shall be remedied within one month of the effective date of this approval. The Director may grant an extension to these time frames, but such extensions shall not extend more than one (1) year from the date of this approval.
18. All outdoor utilities, machinery and equipment, including roof-mounted equipment, shall be completely screened from public right-of-way, in a manner that is compatible with the structure. The method of screening shall be subject to the review and approval of the Planning Department prior to the issuance of building permits.
19. The approval of the entitlement shall expire if the rights granted are not exercised within one (1) year from the conditional use permit's 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.
20. This approval shall not supersede the approval of any other affected agencies. The applicant shall comply with Federal, State, and local requirements.
21. Intentionally deleted.

B. Building Division Conditions

1. Plans prepared in compliance with the current Building Code shall be submitted to Building Division for review prior permit issuance.

C. Fire Department Conditions

1. Fire Sprinkler system per 2022 Edition California Fire Code.

2. Fire Alarm System per 2022 Edition California Fire Code.
3. Fire extinguishers per 2022 Edition California Fire Code.
4. An approved Fire Safety and Evacuation Plan per 2022 Edition California Fire Code, Section 403.2.
5. Knox Boxes installed in approved locations.
6. Interior Finish, Decorative Materials and Furnishings shall meet requirements of 2022 Edition California Fire Code, Chapter 8.
7. The maximum occupancy of the building at any time shall not exceed the number of persons the Fire Department establishes, and the building shall be so posted.

PASSED AND ADOPTED this 7th day of October, 2025 by the Planning Commission.

Armando Medina, Chair
Montebello Planning Commission

ATTEST:

I, Joseph A. Palombi, Secretary of the City of Montebello Planning Commission, **DO HEREBY CERTIFY** that the foregoing Resolution, being Resolution No. 14-25 has been duly signed by the Chair, and attested by the Secretary, all at a meeting of the Montebello Planning Commission, held October 7, 2025, and that same was approved and adopted by the following vote to wit:

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

Joseph A. Palombi, Secretary
Montebello Planning Commission

“ATTACHMENT A”
Development Agreement No. 03-24

[DRAFT – SEPTEMBER 15, 2025]

**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

DEVELOPMENT AGREEMENT

between

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

and

AltaMed Health Services Corporation
a California Nonprofit 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 **AltaMed Health Services Corporation**, a California nonprofit corporation (the “Developer”), pursuant to Article 2.5 of Chapter 4 of Division 1 of Title 7, Sections 65864 through 65869.5 of the California Government Code. City and Developer shall be referred to within this Agreement jointly as the “Parties” and individually as a “Party.”

R E C I T A L S:

A. Capitalized Terms. The capitalized terms used in these recitals and throughout this Agreement shall have the meaning assigned to them in Section 1. Any capitalized terms not defined in Section 1 shall have the meaning otherwise assigned to them in this Agreement.

B. Property Status. The Developer holds a legal or equitable interest in certain parcels of real property located at 1401 N. Montebello Boulevard in the City of Montebello, California, and which is 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. The Property is being renovated to accommodate Developer’s private administrative offices (the “Project”). The Project will include: i) office/meeting room space; ii) a private art gallery; and iii) art storage space. The renovated spaces consist of approximately 15,668 square feet of dedicated floor area on the second floor of an existing commercial building, including 2,484 square feet for office and support services space, 3,302 square feet for the art gallery, 5,683 square feet for the art storage space, and 4,199 square feet of ancillary space. For the avoidance of doubt, Developer’s redevelopment of the office space, proposed office/administrative use, and the proposed expansion of the use to allow members of the public to access certain portions of the Property are authorized under the Montebello Municipal Code and all applicable land use regulations and policies. The scope of this Agreement is limited to Developer’s right to host members of the public at the Property at Developer’s sole discretion, and the public benefits described in Exhibit C.

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.

E. Public Benefits. The Developer agrees to provide the City with certain public benefits as more specifically identified in Section 4.3 and Exhibit C of this Agreement, including a one-time Public Benefit Fee to the City in the amount of two hundred thousand dollars (\$200,000) and limited access to the property consistent with the terms of Exhibit D.

F. Intent of the Parties. The Developer and the City have determined that the expanded use for certain portions of the Project is a development for which a development agreement is appropriate. The Parties acknowledge and agree that Developer's intended use of the Property as a private administrative office, and the expansion of this use to allow occasional public access to parts of the Property are consistent with the City's Zoning Code, General Plan, Precise Plan, and all applicable regulations and restrictions. The Parties desire to define the parameters of the Developer's public benefits offering 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 required for the development of the Property accordance with this Agreement.

G. Public Hearings: Findings. Pursuant to 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 [REDACTED], recommended approval to the City Council, and on [REDACTED] the City Council adopted, Ordinance No. [REDACTED] 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. [REDACTED] 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 AltaMed Health Services Corporation and any assignee or transferee in accordance with Section 11.

1.14 Developer Fees. “Developer Fees” mean those fees established and adopted by the 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, buildings, and improvements thereon in accordance with the Development Approvals during the Term of this Agreement; and the installation of landscaping; but not including the maintenance, repair, or redevelopment of any structures, improvements or facilities after the construction and completion thereof.

1.16 Development Agreement Statute. “Development Agreement Statute” means Sections 65864 through 65869.5 of the California Government Code as in effect on the Approval Date, as the same may thereafter be amended.

1.17 Development Approvals. “Development Approvals” means all site-specific (meaning specifically applicable to the Property or the Development thereof only and not generally applicable to some or all other properties within the City) plans, maps, permits, and entitlements to use of every kind and nature. Development Approvals includes, but is not limited to, specific plans, site plans, tentative and final subdivision maps, vesting tentative maps, variances, zoning designations, planned unit developments, conditional use permits, grading, building, and other similar permits, the site-specific provisions of general plans (including, without limitation, the General Plan), environmental assessments, including environmental impact reports, and any amendments or modifications to those plans, maps, permits, assessments and entitlements. The term Development Approvals does not include rules, regulations, policies, and other enactments of general application within the City (except to the extent applicable to the Property or the Development thereof as provided above).

1.18 Development Plan. “Development Plan” means the Existing Development Approvals, Future Development Approvals (if any), and Existing Land Use Regulations.

1.19 Exaction. “Exaction” means dedications of land, payment of Developer Fees and/or construction of public infrastructure by Developer as part of the Development.

1.20 Existing Developer Fees. “Existing Developer Fees” mean the Developer Fees applicable to the Property and/or the Development thereof in effect as of the Approval Date.

1.21 Existing Development Approvals. “Existing Development Approvals” means the following Development Approvals approved in connection with case numbers PC-2024-0012-CUP, DA 03-24, and ENV No. 10-24, which are incorporated and made a part of this Agreement:

- (a) Conditional Use Permit No. PC-2024-0012-CUP;
- (b) This Development Agreement.

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 expanded use on the Property as outlined in Paragraph “C” of the Recitals, above, and as approved pursuant to this Agreement.

1.37 Public Benefit Fee. “Public Benefit Fee” means a one-time community benefit fee in the amount of two hundred thousand dollars (\$200,000) provided by Developer to the City pursuant to Section 6.4.

1.38 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: Description of Public Benefits
- Exhibit D: Access Agreement

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 be for a period of twenty (20) years commence upon the Approval Date and shall terminate on the twentieth (20th) anniversary of the Operative Date. In addition, the term of the CUP shall be coterminous with the Term of this Agreement. 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.

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 until such time that the Authorizing Ordinance adopting this Agreement becomes effective.

4. USE OF THE PROPERTY; DEVELOPER RIGHTS & RESPONSIBILITIES.

4.1 Purpose. The Property is located within an existing commercially zoned shopping center. The public benefits associated with the Agreement are intended to support much needed community activities and enhancements such as public art incubators, educational opportunities for art, cultural events, community programs, and similar activities and services within the City. During the Term, the Developer shall have a vested right to use 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, type 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.

4.2 Permitted Uses. The Parties acknowledge and agree that the Developer's intended use of the Property as a private administrative office is permitted by-right notwithstanding the terms of this Agreement. This Agreement allows Developer to use portions of the Property (including the private art gallery and accessory office and art storage spaces) identified in Exhibit B to be made available for public use at the Developer's sole discretion.

4.3 Public Benefits; Developer and Processing Fees. Except as otherwise provided in this Agreement, the Developer shall provide to the City the public benefits listed in Exhibit C.

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. 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 complete construction of the Project or any portion thereof, or to expand the use as described in this Agreement. 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 Public Benefit Fee. In addition to Developer's obligations herein, Developer shall pay to the City a one-time Public Benefit Fee in the amount of two hundred thousand dollars (\$200,000) as a condition precedent to the City's issuance of the Final Certificate of Occupancy for the Project and all required business licenses authorizing both the primary office/administrative use and the expanded use to authorize public access to portions of the Property. The City acknowledges and agrees that the Public Benefit Fee shall not be used for any purpose that violates federal, state, or local laws and ordinances.

6.5 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, size and 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 with approval from the City Manager. For purpose of this Agreement, the Transferee must be considered the "owner" of that portion of the Property which is covered by such transfer. For the avoidance of doubt, for the purpose of this Section 11.1, the "owner" shall include any party with a legal or equitable interest in the Property, including lessees.

(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 Continue Expanded Use. The holder of any mortgage shall in no way be obligated by the provisions of this Agreement to continue the expanded use at the Property, or to continue the public benefits described in Exhibit C. 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:

With copy to: AltaMed
2040 Camfield Avenue
Los Angeles, CA 90040
Attention: Susana Smith Bautista
Email: ssbautista@altamed.org;
bconstant@altamed.org

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

With a copy to:

Alvarez-Glasman & Colvin
13181 Crossroads Parkway North Suite 400 West Tower
City of Industry, CA 91746
Attn: Arnold M. Alvarez-Glasman, City Attorney

or such other address as 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.

AltaMed Health Services Corporation, a
California nonprofit corporation

By: _____
Cástulo de la Rocha,
President & CEO

CITY OF MONTEBELLO, a municipal
corporation

By: _____
Raul Alvarez, City Manager

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman
City Attorney

ATTEST:

By: _____
Christopher Jimenez
City Clerk

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”

DESCRIPTION OF PUBLIC BENEFITS

The public benefits to be received by the City and its residents as a result of this Agreement include, without limitation, the following:

- A. One-Time Development Agreement Fee. Developer shall pay to the City a one-time, non-refundable Development Agreement Fee in the amount of \$20,000 (“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 Developer Fees and Processing Fees required under this Agreement.
- B. One-Time Public Benefit Fee. Developer shall pay to the City a one-time Public Benefit Fee in the amount of Two Hundred Thousand Dollars (\$200,000). The City shall determine, in its sole discretion, the manner, purpose, use and expenditure of the Public Benefit Funds received by the City from the Developer.
- C. Developer Fees. Developer shall comply with the City’s Art in Public Places Program as required under Chapter 17.79 of the Montebello Municipal Code.
- D. 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.
- E. City Use of Art Gallery for Public Events. City shall have the right to use portions of the Property for events related to arts, culture, and education with prior approval from Developer up to seven (7) times per calendar year (“City Events”). The City shall provide Developer with at least thirty (30) days’ written notice of its intent to schedule a City Event and completion of the access agreement included as Exhibit D. The City shall be responsible for ensuring that its use of the Property complies with the terms of the Access Agreement in Exhibit D, and all applicable laws, including safety and capacity regulations. The City shall also be responsible for ensuring that the Property is left in the same condition as it was prior to the City Events.

TENANT IMPROVEMENT OF STORAGE AREAS ALTAMED HEALTH SERVICES

1401 NORTH MONTEBELLO BLVD, SECOND FLOOR, MONTEBELLO, CA. 90604

1

PARTIAL SECTION OR DETAIL NUMBER
IDENTIFICATION SHEET WHERE
DRAWING IS SHOWN.

A
1
A-20
B
C

INTERIOR ELEVATION IDENTIFICATION.
DRAWING LOCATION IDENTIFICATION.
SHEET WHERE ENLARGEMENT IS
SHOWN.

1
2
3

FULL SECTION IDENTIFICATION AND
DIRECTION OR CUT.
SHEET WHERE DRAWING IS SHOWN.

01

DOOR NUMBER

1

WINDOW NUMBER

A

GRID LINE IDENTIFICATION

FE

FIRE EXTINGUISHER

101

ROOM NUMBER

CEILING
ELEVATION

SAND / MORTAR / PLASTER

CONCRETE

GYPSUM WALLBOARD

MASONRY

METAL STUD PARTITION

BAT INSULATION

METAL

CERAMIC TILE

PLYWOOD

ACOUSTIC TILE OR BOARD

GRADE

LEVEL CHANGE IDENTIFICATION

PATH OF TRAVEL

SYMBOLS LEGEND

N.TS.

5

TENANT IMPROVEMENTS OF NEW STORAGE USE IN
EXISTING FORMER STORAGE FACILITY CONSISTING OF
THE FOLLOWING:

1. CONSTRUCTION OF NEW PARTITIONS TO DIVIDE
AREA INTO STORAGE, SUPPORTING SERVICES AND
CIRCULATION SPACES.

2. SITE IMPROVEMENTS OF PARKING ALTERATIONS
FOR ACCESSIBLE PARKING & ADDED PARKING
STALLS; CONST. OF TRASH ENCLOSURE; CONST.
OF ENTRANCE CANOPY; INSTALLATION OF
WHEELCHAIR LIFT AT LOADING DOCK.

PROJECT DESCRIPTION

N.TS.

6

A. C.

AIR CONDITIONING

A. C.

ASPHALT CONCRETE

ALUM.

ALUMINUM

C. L.

CHAIN LINK

CLR.

CLEAR

COL.

COLUMN

COMPO.

COMPOSITION

CONC.

CONCRETE

C. M. U.

CONCRETE MASONRY UNIT

CEIL.

CEILING

DET.

DETAIL

DIA.

DIAMETER

DISP.

DISPOSAL

DN.

DOWN

DRWG.

DRAWING

(E)

EXISTING

ELECT.

ELECTRICAL

ELEV.

ELEVATOR

EQ.

EQUAL

EXIST.

EXISTING

EXT.

EXTERIOR

FIN.

FINISH

FLR.

FLOOR

F. O. S.

FACE OF STUD

F. O. W.

FACE OF WALL

GA.

GAUGE

G. B.

GYPSUM BOARD

H. M.

HALLOW METAL

MAX.

MAXIMUM

MECH.

MECHANICAL

(N)

NEW

N. I. C.

NOT IN CONTRACT

NO.

NUMBER

RAD.

RADIUS

RET.

RETAINING

R. A.

RETURN AIR

REQ.

REQUIRED

R. O.

ROUGH OPENING

S. A.

SUPPLY AIR

ST.

STORAGE

T. S.

TUBULAR STEEL

T. O. B.

TOP OF BEAM

T. O. C.

TOP OF CONCRETE

T. O. F.

TOP OF FENCE

T. O. S.

TOP OF SLAB

T. O. W.

TOP OF WALL

TYP.

TYPICAL

U. N. O.

UNLESS NOTED OTHERWISE

ABBREVIATIONS

N.TS.

7

VICINITY MAP

N.TS.

4

PROJECT LOCATION

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ZONE 'C'

2,484 SQ. FT.

ZONE 'D'

4,199 SQ. FT.

ZONE 'B'

5,683 SQ. FT.

ZONE 'A'

3,302 SQ. FT.

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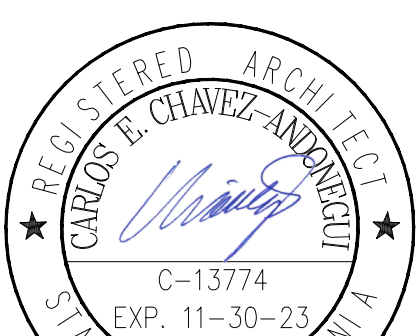
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REVISIONS:	CONSULTANTS: <u>STRUCTURAL:</u> CASTILLO ENGINEERING 1205 PINE AVE, STE. 201 LONG BEACH, CA 90813 (562) 682 - 3620 <u>SURVEYOR:</u> JER ENGINEERING 15322 S. SAN SIMON LN. LA MIRADA, CA 90638 (562) 652 - 0400	<u>MECHANICAL:</u> GENGENIOUS GROUP INC. 898 N. FAIROAKS AVE. STE. E PASADENA, CA 91030 (626) 696 - 3850 <u>PLUMBING:</u> PLUMBING SYSTEMS WEST 31491 OUTER HIGHWAY 10 REDLANDS, CA 92373 <u>ELECTRICAL:</u> PINNACLE ELECTRICAL 6750 FOSTER BRIDGE BLVD. BELL GARDENS, CA 90201 (323) 423 - 7077	ARCHITECT 	PROJECT: PROPOSED TENANT IMPROVEMENT STORAGE FOR: ALTAMED HEALTH SERVICES 1401 NORTH MONTEBELLO BLVD, CA 90604 	 10855 BEVERLY DR. WHITTIER CA 90601 Tel: (626) 403-9902	Drawing Title PROJECT INFORMATION SHEET INDEX AREA ANALYSIS Job Number: Scale: AS SHOWN Date : 12/20/2022 Drawn by : G.L. Checked by : C.C.A. Drawing Number A-0.0	STAMP APPROVAL
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1. ALL WORKS AND MATERIALS SHALL BE IN FULL ACCORDANCE WITH THE SPECIFICATIONS OF THE PROJECT, THE LATEST EDITION OF ALL LOCAL ORDINANCES AS INDICATED IN CODES & REGULATIONS ON 06.1. WHERE CONTRACT DOCUMENTS EXCEED SUCH REQUIREMENTS, WITHOUT VIOLATING SUCH CODES, REGULATIONS AND ORDINANCES, CONTRACT DOCUMENTS TAKE PRECEDENCE. WHERE CODES CONFLICT, CONTRACT DOCUMENTS TRINGE.

2. DURING THE ENTIRE CONSTRUCTION PERIOD, IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN CONDITIONS AT THE PROJECT SITE TO MEET THE REQUIREMENTS OF THE FEDERAL, OCCUPATIONAL SAFETY AND HEALTH ACT, AND THE CONSTRUCTION (CONTRACT) AND QUALITY ASSURANCE REGULATIONS. THIS PROVISION SHALL COVER THE CONTRACTOR'S EMPLOYEES AND ALL OTHER PERSONS WORKING UPON OR VISITING THE SITE. THE CONTRACTOR SHALL BECOME FULLY RESPONSIBLE FOR ALL APPLICABLE FEDERAL, STATE, LOCAL REGULATIONS AND INFORM ALL PERSONS AND REPRESENTATIVES RESPONSIBLE FOR WORK UNDER THIS CONTRACT.

3. CONFIRM ALL NEW EXISTING CONDITIONS WITH THE CONTRACT DOCUMENTS. NOTIFY ARCHITECT IMMEDIATELY IN WRITING OF ALL DISCREPANCIES OR CONFLICTS. DISCREPANCIES OR CONFLICTS GIVEN BY ARCHITECT IN REGULATIONS AND INFORMATION FROM ARCHITECT, IT SHALL BE AT CONTRACTORS RISK, AND CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED CORRECTIVE ACTION.

4. DISCREPANCIES IN ARCHITECTURAL DRAWINGS BEFORE THE INSTALLATION OF SYSTEM SHOWN ON CONSULTING ENGINEERS DOCUMENTS. DISCREPANCIES BETWEEN THE ARCHITECTURAL AND CONSULTING ENGINEERS DOCUMENTS SHALL BE BROUGHT TO CONTRACTOR'S ATTENTION BY ARCHITECT IMMEDIATELY. CONTRACTOR SHALL INFORM THE OWNER SHALL CORRECT CONSTRUCTION INSTALLED IN CONFLICT WITH THE ARCHITECTURAL DRAWINGS.

5. DO NOT SCALE THE CONSTRUCTION DOCUMENTS. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE GRAPHICS. NOTIFY ARCHITECT IMMEDIATELY IN WRITING OF ALL ADDITIONAL REQUIRED DIMENSIONS. DO NOT PROCEED WITH WORK IN THE AREA OF DISCREPANCY OR CONFLICT UNTIL ARCHITECT GIVES DIRECTION. IF THE CONTRACTOR PROCEEDS WITHOUT DIRECTION FROM ARCHITECT, IT SHALL BE AT CONTRACTORS RISK, AND CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED CORRECTIVE ACTION.

6. CORRECT ALL WORK INSTALLED IN CONFLICT WITH THE CONSTRUCTION DOCUMENTS BY THE CONTRACTOR AS DIRECTED BY ARCHITECT AND AT NO ADDITIONAL EXPENSE TO THE OWNER.

7. VISIT JOB SITE PRIOR TO BEGINNING WORK AND VERIFY ALL DIMENSIONS AND CONDITIONS.

8. SECURE AND PAY FOR ALL PERMITS, GOVERNMENTAL, FEES AND LICENSES REQUIRED FOR PROPER COMPLETION OF THE WORK. REQUEST ALL INSPECTIONS REQUIRED BY LOCAL GOVERNMENTAL AGENCIES AND COORDINATE THE WORK ACCORDINGLY. WHERE WORK OR EQUIPMENT IS INDICATED "N/C" (NOT IN CONTRACT) ON THE DRAWINGS, SUCH WORK OR EQUIPMENT SHALL BE PROVIDED BY OTHERS. CONTRACTOR SHALL COORDINATE AND COOPERATE TO EFFECT SUCH INSTALLATION.

9. DIMENSIONS FOR STRUCTURAL BEAMS AND COLUMNS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.

10. DIMENSIONS FOR CONCRETE ARE TO FACE OF CONCRETE UNLESS NOTED OTHERWISE. DIMENSIONS FOR CMU ARE MINIMAL AND TO FACE OF CMU UNLESS NOTED OTHERWISE.

11. ALL DIMENSIONS SHOWN FOR INTERIOR PARTITIONS ARE TO FACE OF FINISH AT NEW CONSTRUCTION AND FACE OF FINISH AT EXISTING CONSTRUCTION, UNLESS NOTED OTHERWISE.

12. DIMENSIONS ARE NOT ADJUSTABLE WITHOUT THE REVIEW OF ARCHITECT UNLESS NOTED (+/-) OR VERIFY "DIMENSIONS NOTED" "HOLD" SHALL BE CONSIDERED AS ABSOLUTE AND USED FOR LAY-OUT CONTROL UNLESS OTHERWISE DIRECTED BY ARCHITECT.

13. ALL HEIGHTS ARE DIMENSIONED FROM TOP OF SLAB UNLESS NOTED "AFF" (ABOVE FINISH FLOOR).

14. "TYPICAL" MEANS COMPARABLE CHARACTERISTICS FOR THE ELEVATION OR DETAIL NOTED. WHEN A DETAIL OR NOTE IS IDENTIFIED AS "TYPICAL", CONTRACTOR SHALL VERIFY THE DETAIL OR NOTE TO EVERY LIKE CONDITION, WHETHER OR NOT THE REFERENCE IS REPEATED IN EVERY INSTANCE. VERIFY DIMENSIONS AND ORIENTATION ON PLANS.

15. PROVIDE WORK NOT SPECIFICALLY DETAILED OR SPECIFIED IN ACCORDANCE WITH THE CODES OR SIZES COVERING SIMILAR WORK.

16. "SIMILAR" MEANS COMPARABLE CHARACTERISTICS FOR THE ELEVATION OR DETAIL NOTED. VERIFY DIMENSIONS AND ORIENTATION ON PLANS.

17. ABBREVIATIONS THROUGHOUT THE DOCUMENTS COMPLY WITH DOCUMENT ABBREVIATION LIST OR ARE THOSE IN COMMON USE. ARCHITECT WILL DEFINE THE INTENT OF ANY IN QUESTION.

18. REFER TO THE PROJECT MANUAL FOR GENERAL CONDITIONS, SUPPLEMENTARY AND SPECIAL CONDITIONS, AND OTHER REQUIREMENTS.

19. PROVIDE BARRICADES AND PROTECTIVE DEVICES SEPARATING CONSTRUCTION AREAS. PROVIDE TEMPORARY PASSAGES AS REQUIRED. PRIOR TO DELIVERY OF MATERIALS TO CONSTRUCTION ZONE AND REMOVAL OF WASTE FROM SITE, CHECK FOR AND REMOVE ALL OBSTRUCTIONS. VERIFY ACCESS ROUTES, TRAFFIC ACCESS ROUTE AND TIME. UNDER NO CIRCUMSTANCES USE AREA OUTSIDE THE CONSTRUCTION ZONE WITHOUT PRIOR CLEARANCE FROM THE [OWNER/ ARCHITECT/ RESIDENT INSPECTOR]. COMPLY WITH REQUIREMENTS AS SPECIFIED IN PROJECT MANUALS.

20. PROVIDE FOR THE PROPER SEQUENCE OF CONSTRUCTION, LOCATION AND SIZE OF OPENINGS. COORDINATE ALL CONSTRUCTION AS INDICATED BY THE CONTRACT DOCUMENTS, INCLUDING SHOP DRAWINGS REVIEWED BY ARCHITECT.

21. TAKE ALL MEASURES TO ACCOMPLISH THE WORK WITH THE MINIMUM NOISE AND DUST POSSIBLE. MINIMIZE ALL VIBRATION. COMPLY WITH REQUIREMENTS AS SPECIFIED IN PROJECT MANUAL.

22. REMOVE ALL TRASH AND DEBRIS DAILY. DO NOT STORE BUILDING MATERIALS IN HALLWAYS AT ANY TIME. COMPLY WITH REQUIREMENTS AS SPECIFIED IN PROJECT MANUAL.

23. PERFORM ALL CUTTING, PATCHING, AND FINISHING NECESSARY TO RESTORE THE BUILDING AND SITE ORIGINAL CONDITION OF ALL EXISTING PORTIONS OF THE PROJECT AND SITE AFFECTED BY CONTRACTORS WORK, TO THE SATISFACTION OF ARCHITECT AND OWNER.

24. VERIFY POINTS OF CONNECTION, INCLUDING SIZES AND LOCATIONS AND ALL OTHER REQUIRED OPERATING CRITERIA WITH EQUIPMENT MANUFACTURER.

25. COORDINATE THE LOCATION AND TYPE OF ALL ACCESS PANELS REQUIRED FOR ACCESS TO MECHANICAL, PLUMBING, AND ELECTRICAL AND OTHER BUILDING SYSTEMS WITH ARCHITECT.

26. CONTRACTOR SHALL STIPULATE THAT ALL PROPOSED SUBSTITUTIONS ARE EQUAL IN PERFORMANCE AND COMPLY WITH APPLICABLE CODES AND REGULATIONS. CONTRACTOR SUBSTITUTIONS WILL NOT ALTERATE MATERIALS OR SYSTEMS BE AT NO ADDITIONAL COST TO OWNER.

MISCELLANEOUS FINISH NOTES

1. ALL CEILING HEIGHT DIMENSIONS MEASURED TO FINISH SURFACES UNLESS NOTED OTHERWISE.

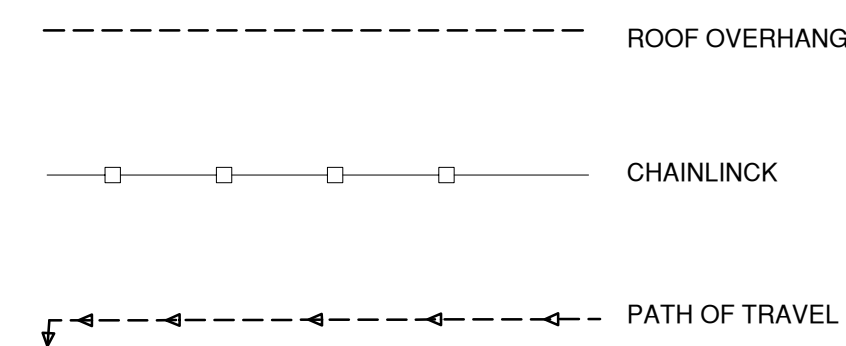
2. EXTEND BASE MATERIAL BEHIND ALL MOVABLE EQUIPMENT AND INTO ALL COVES, KICK PLATES AND SILL PLATES UNLESS OTHERWISE NOTED OTHERWISE.

3. WHEN COUNTERTOP SPLASH IS REQUIRED, EXTEND SPLASH ON SIDES WHERE COUNTER JOINTS ADJACENT WALL SURFACE UNLESS NOTED OTHERWISE.

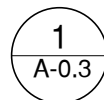
4. ALL INTERIOR FINISHES SHALL COMPLY WITH CHAPTERS 8 AND 25A, PART 2, TITLE 24, CCR, INCLUDING TABLE 8-4, AND TABLES 25A-251.

5. PROVIDE BACKING PLATES OR BLOCKING BEHIND ALL WALL MOUNTED EQUIPMENT, CABINETS AND ACCESSORIES AS REQUIRED FOR POSITIVE ATTACHMENT TO STRUCTURE. SEE DETAILS ON A6.0.2.

6. SEAL ALL PENETRATIONS OF SOUND RATED PARTITIONS, FLOORS OR CEILING ASSEMBLIES, INCLUDING ELECTRICAL DEVICES, CABINETS AND OTHER ELEMENTS. PROVIDE IMPROVED RESISTANCE TO PENETRATIONS OF SOUND. PENETRATIONS REQUIREMENTS OF FIRE RATED AND SOUND RATED ASSEMBLIES.



REGISTERED ARCHITECT
CARLOS E. CHAVEZ-ANDONCELLI
C-13774
EXP. 11-30-23
STATE OF CALIFORNIA



* 1 PER EACH 3 SEATS; PLUS 1 PER EACH 400 SQ. FT. GROSS FLOOR AREA

\$# NO LESS THAN 3—1 PER EACH FULL-TIME EMPLOYEE OR ADULT PARTICIPANT; PLUS 1 FOR EVERY 2 PART-TIME EMPLOYEES OR ADULT PARTICIPANTS; PLUS 1 FOR EVERY 25 CHILDREN THE FACILITY IS DESIGNED TO ACCOMMODATE

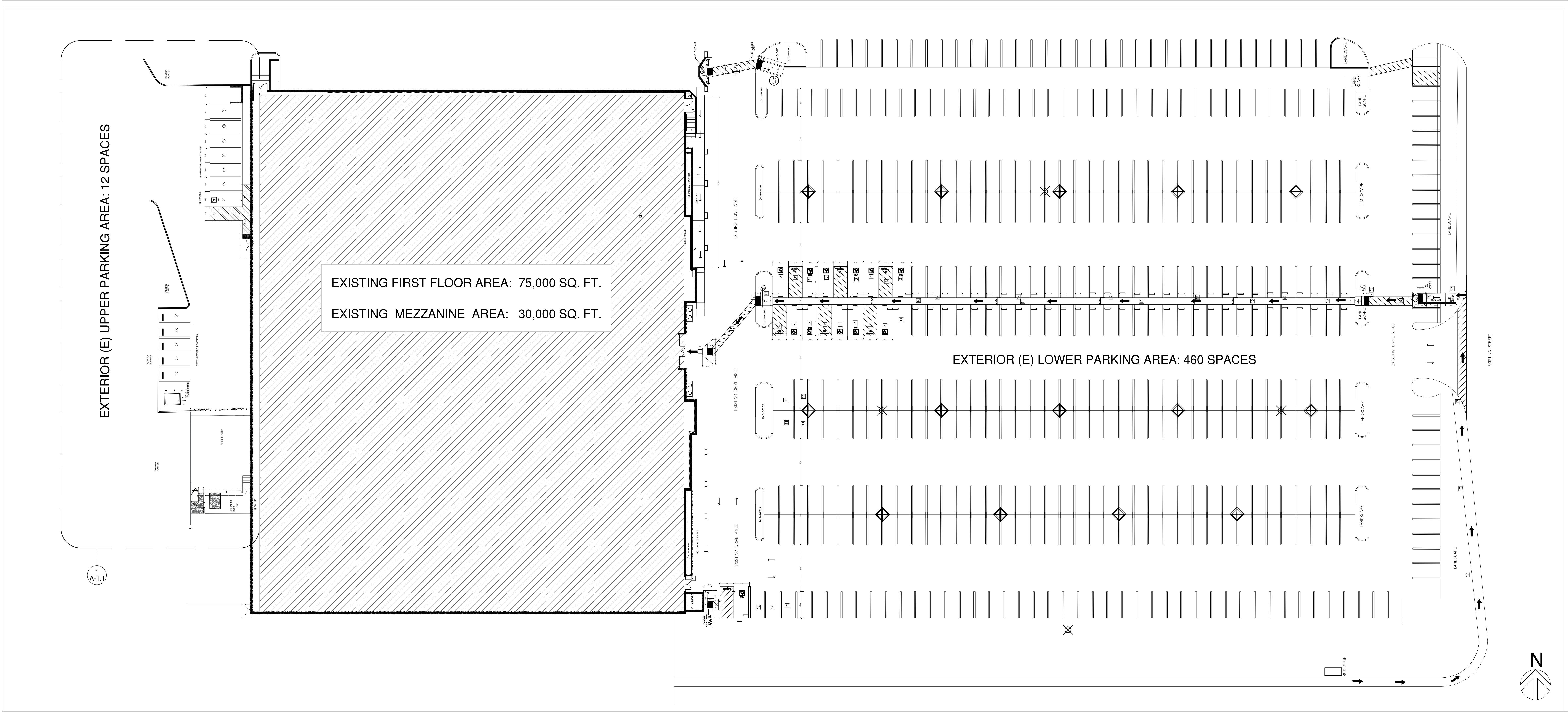
NO LESS THAN 10—1 FOR EACH 5 FIXED SEATS; PLUS FOR EVERY 35 SQ. FT. OF AREA AVAILABLE FOR SEATING WHERE THERE ARE NO FIXED SEATS IN MAIN AUDITORIUM; PLUS 1 FOR EVERY 2 EMPLOYEES

SHEET
PARKING
ANALYSIS
ST-1

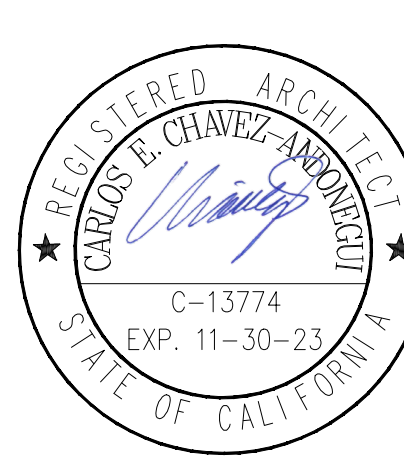
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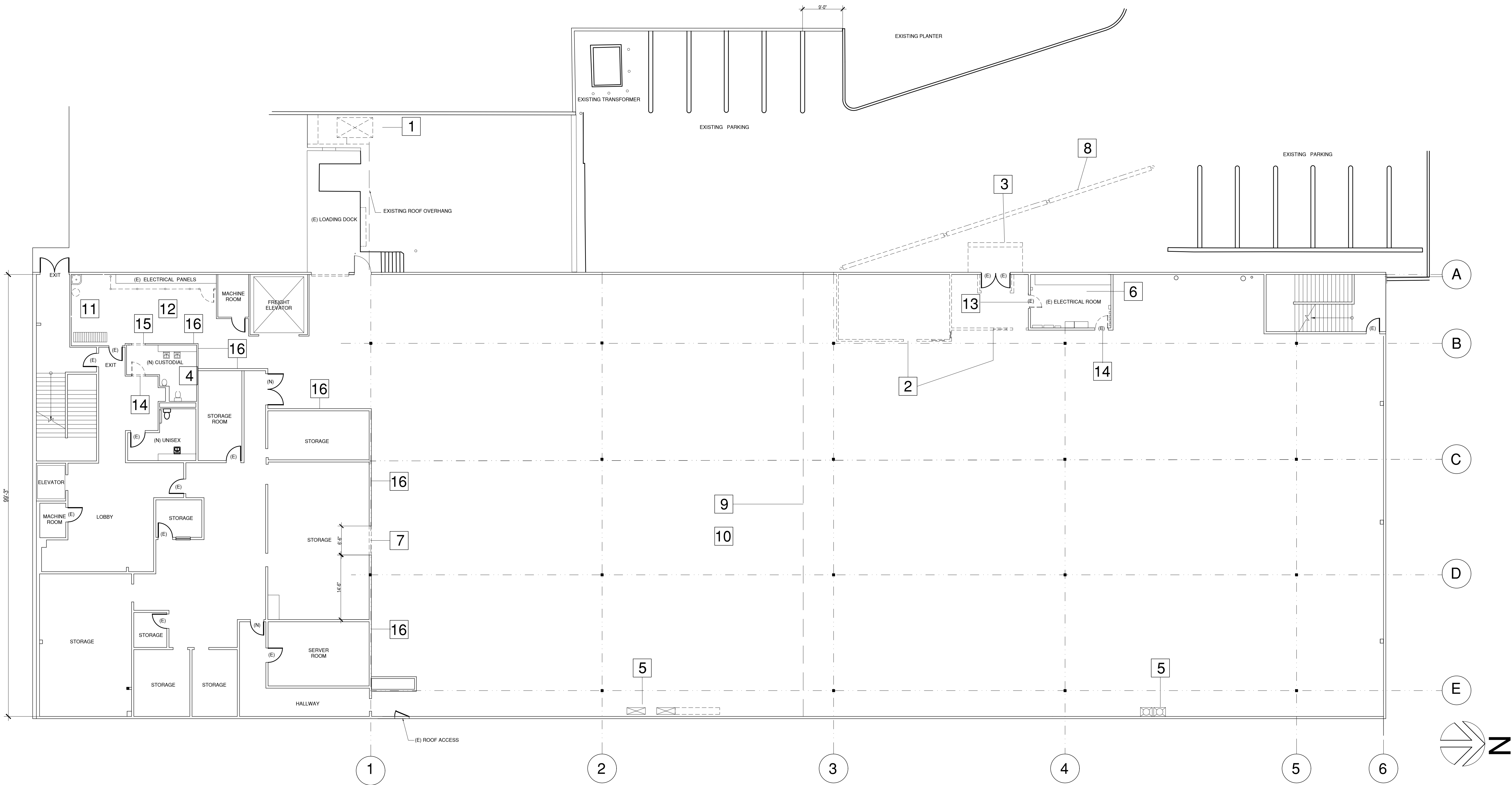
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A-0.2



OFF-STREET PARKING REQUIREMENT ANALYSIS (SEE SHEET A-1.0, FLOOR PLAN, FOR AREA OCCUPANCY DESIGNATION)						MIN. # OF ACCESSIBLE PKG. REQUIREMENT AT MEZZANINE LEVEL:	# OF ACCESS PKG. SPACES:	ANALYSIS:			
TYPE OF USE (MEZZANINE)	CODE-REQUIRED PARKING	EXISTING FLOOR AREA	REQUIRED PARKING SPACES	EXISTING LOWER LEVEL PARKING	PROPOSED UPPER LEVEL PARKING	# PKG. SPACES 1 - 25	1	TOTAL NUMBER OF PARKING SPACES REQUIRED FOR ENTIRE BUILDING: 367			
OCCUPANCY 'B' TYPE OF USE: OFFICES & SUPPORT SERVICES	1 SPACE PER 400 SQ. FT. OF GROSS FLOOR AREA	22,503 SQ. FT.	56			FIRST FLOOR ACCESSIBLE PARKING WAS UPGRADED UNDER PREVIOUS PERMIT.		TOTAL NUMBER OF EXISTING PARKING SPACES AVAILABLE: 472			
OCCUPANCY 'A' TYPE OF USE: GALLERY	1 SPACE PER 35 SQ. FT. OF ASSEMBLY FLOOR AREA W/OUT FIXED SEATING	4,172 SQ. FT.	119					472 < 367 (460 + 12)			
OCCUPANCY 'S' TYPE OF USE: STORAGE	1 SPACE PER 1000 SQ. FT. OF GROSS FLOOR AREA	4,199 SQ. FT.	4					NOTES:			
	TOTAL MEZZANINE AREA:	30,000 SQ. FT.	179 TOTAL REQUIRED					1. SEE SHEET A-1.1.2 FOR ENTIRE SHOPPING AREA PARKING ANALYSIS.			
TYPE OF USE (LOWER LEVEL)								2. THE ALTAMED GALLERY SHALL BE OPEN TO THE PUBLIC ONCE A MONTH, ON A WEEKEND OR AFTER HOURS WHEN ALTAMED EMPLOYEES ON THE FIRST FLOOR ARE NO LONGER USING THE LOWER PARKING LOT. PROPOSED MEZZANINE USE HAS MORE THAN ENOUGH PARKING WHEN NOT IN USE CONCURRENTLY WITH FIRST FLOOR ALTAMED EMPLOYEES.			
OCCUPANCY 'B' TYPE OF USE: OFFICES & SUPPORT SERVICES	1 SPACE PER 400 SQ. FT. OF GROSS FLOOR AREA	75,000 SQ. FT.	188	460	12						
										N.A.	1

CONSULTANTS STRUCTURAL: CASTILLO ENGINEER 1205 PINE AVE, STE. 201 LONG BEACH, CA 90813 (562) 682 - 3620 SURVEYOR: JER ENGINEERING 15322 S. SAN SIMON LN. LA MIRADA, CA 90638 (562) 652 - 0400		MECHANICAL: ENGENIOUS GROUP INC. 898 N. FAIROAKS AVE. STE. E PASADENA, CA 91030 (626) 696 - 3850 PLUMBING: PLUMBING SYSTEMS, INC. 31491 OUTER HIGHWAY 10 REDLANDS, CA 92373 ELECTRICAL: PINNACLE ELECTRICAL 6750 FOSTER BRIDGE BLVD. BELL GARDENS, CA 90201 (323) 423 - 7077	ARCHITECT 	PROJECT: PROPOSED TENANT IMPROVEMENT STORAGE FOR: ALTAMED HEALTH SERVICES 1401 NORTH MONTEBELLO BLVD, 2ND. FLR., MONTEBELLO, CA 90604 	 10855 BEVERLY DR WHITTIER CA 90601 Tel: (626) 403-9902	Drawing Title (E) GENERAL PARKING LOT LOWER AND UPPER SITE PLAN. PARKING ANALYSIS Job Number Scale: AS SHOWN : Date 06/21/2023 Drawn by : G.L. Checked by : C.C.A. Drawing Number A-0.3	STAMP APPROVALS
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LEGEND

- 1 REMOVE METAL TRASH COMPACTOR MECHANISM & ACCESSORIES.
- 2 REMOVE ROOM STRUCTURE IN ITS ENTIRETY, INCLUDING CEILING. SEE DEMO. NOTES.
- 3 REMOVE CANOPY & CONCRETE SUPPORT, ELECTRICAL ACCESSORIES.
- 4 REMOVE ALL RESTROOM FIXTURES & DOOR AND STORE FOR FUTURE REUSE PER OAR INSTRUCTIONS.
- 5 EXISTING AC UPRIGHT DUCTWORK TO REMAIN.
- 6 EXISTING ELECTRICAL ROOM AND EQUIPMENT TO REMAIN UNTIL FURTHER INSTRUCTIONS BY OAR.
- 7 CUT A 6'-6" x 7'-8" OPENING IN STUD WALL AND INSTALL A 4x8 HEADER.
- 8 CUT 6" x 8" CONCRETE CURB & GRIND CURB-FREE AREA TO RECEIVE RE-ASPHALT TO MATCH.
- 9 REMOVE CORRUGATED PANEL AT CEILING.
- 10 REMOVE ALL CEILING BATT INSULATION WITHIN PROJECT AREA AND CAP GRAVITY VENTS AT CEILING WITHIN STORAGE AREAS ONLY.
- 11 REMOVE WATER HEATER AND FLOOR SINK AND CAP REMAINING WATER PIPES AND DRAIN.
- 12 REMOVE +36" CHAIN-LINK BARRICADE; GRIND SMOOTH CONCRETE AT CONNECTIONS.
- 13 REMOVE 3'-0" X 7'-0" DR. INCREASE HT TO 8'-0". INSTALL NEW 3'-0" x 8'-0" DOOR
- 14 REMOVE DOOR & INFILL OPENING TO MATCH
- 15 REMOVE WALL FOR NEW 3' x 7'.
- 16 VERIFY EXISTING RATING OF WALL TO BE OF 1-HOUR CONSTRUCTION. IF NOT OF 1-HOUR CONST., REMOVE DRYWALL IF LESS THAN 5" THICKNESS AND/OR ADD DRYWALL TO CONFORM WITH 1-HR. RATING PER DETAIL 2. SHEET A-3.0.

AS-MEASURED EXISTING FLOOR PLAN / DEMOLITION PLAN

3/32" = 1'-0"

2

1. GENERAL:

- 1.1. DO NOT COMMENCE DEMOLITION UNTIL SAFETY PARTITIONS, BARRICADES, WARNING SIGNS AND OTHER FORMS OF PROTECTION ARE INSTALLED.
- 1.2. PROVIDE SAFEGUARDS, INCLUDING WARNING SIGNS, LIGHTS, AND BARRICADES FOR PROTECTION OF WORKERS, OCCUPANTS AND THE PUBLIC.
- 1.3. IF SAFETY OF EXISTING CONSTRUCTION APPEARS TO BE ENDANGERED, TAKE IMMEDIATE MEASURES TO CORRECT SUCH CONDITIONS; CEASE OPERATIONS AND IMMEDIATELY NOTIFY THE OAR.

2. DEMOLITION:

- 2.1. DO NOT THROW OR DROP MATERIALS. FURNISH RAMPS OR SHUTES AS REQUIRED BY THE WORK.
- 2.2. REMOVE EXISTING CONSTRUCTION ONLY TO THE EXTENT NECESSARY FOR PROPER INSTALLATION OF WORK AND INTERFACING WITH EXISTING CONSTRUCTION. CUT BACK FINISHED SURFACES TO STRAIGHT, PLUMB OR LEVEL LINES AS REQUIRED FOR A SMOOTH TRANSITION.
- 2.3. WHERE OPENINGS ARE CUT OVERSIZE OR IN IMPROPER LOCATIONS, REPLACE OR REPAIR TO REQUIRED CONDITION.

3. CUTTING EXISTING CONCRETE:

- 3.1. CUTTING OF CONCRETE SHALL BE PERFORMED BY SKILLED WORKERS FAMILIAR WITH THE REQUIREMENTS AND SPACE NECESSARY FOR PLACING CONCRETE. PERFORM CONCRETE CUTTING WITH CONCRETE CUTTING WHEELS AND HAND CHISELS. DO NOT DAMAGE CONCRETE INTENDED TO STAY.
- 3.2. EXTENT OF CUTTING OF STRUCTURAL CONCRETE SHALL BE AS INDICATED ON DRAWINGS. CUTTING OF NON-STRUCTURAL CONCRETE SHALL BE AS INDICATED ON DRAWINGS OR AS REVIEWED BY THE ARCHITECT OR STRUCTURAL ENGINEER. REPLACE CONCRETE DEMOLISHED IN EXCESS OF AMOUNTS INDICATED.
- 3.3. WHERE OPENINGS ARE CUT OVERSIZE OR IN IMPROPER LOCATIONS, REPLACE OR REPAIR TO REQUIRED CONDITION.

4. REMOVAL OF EXISTING PLUMBING & ELECTRICAL EQUIPMENT AND SERVICES:

- 4.1. REMOVE EXISTING PLUMBING AND ELECTRICAL EQUIPMENT FIXTURES AND SERVICES NOT INDICATED FOR REUSE AND NOT NECESSARY FOR COMPLETION OF THE WORK. REMOVE ABANDONED LINES AND CAP UNUSED PORTIONS OF EXISTING LINES.

5. REMOVAL OF OTHER MATERIALS:

- 5.1. ROOFING: REMOVE AS REQUIRED, INCLUDING ACCESSORY COMPONENTS SUCH AS INSULATION AND FLASHINGS.
- 5.2. SHEET METAL: REMOVE BACK TO JOINT, LAP OR CONNECTION. SECURE LOOSE AND UNFASTENED ENDS OR EDGES AND PROVIDE A WATERTIGHT CONDITION. RE-SEAL AS REQUIRED.
- 5.3. GLASS: REMOVE BROKEN OR DAMAGED GLASS AND CLEAN REBATES AND STOPS OF GLAZING CHANNELS.
- 5.4. MODULAR MATERIALS SUCH AS ACOUSTICAL CEILING PANELS, RESILIENT TILE, OR CERAMIC TILE: REMOVE TO A NATURAL JOINT WITHOUT LEAVING DAMAGED OR DEFECTIVE WORK WHERE JOINING NEW WORK. AFTER FLOORING REMOVAL, CLEAN SUBSTRATES TO REMOVE SETTING MATERIALS AND ADHESIVES.
- 5.5. GYPSUM BOARD: REMOVE TO A PANEL LINE ON A STUD OR SUPPORT LINE.
- 5.6. REMOVE EXISTING IMPROVEMENTS NOT SPECIFICALLY INDICATED OR REQUIRED BUT NECESSARY TO PERFORM WORK. CUT TO CLEAN LINES, ALLOWING FOR INSTALLATION OF WORK.

6. PATCHING:

- 6.1. PATCH OR REPAIR MATERIALS TO REMAIN WHEN DAMAGED BY THE PERFORMANCE OF THE WORK OF DEMOLITION. FINISH MATERIAL AND APPEARANCE OF PATCH AND/OR REPAIR WORK SHALL MATCH EXISTING.

7. CLEANING:

- 7.1. CLEAN EXISTING MATERIALS TO REMAIN WITH APPROPRIATE TOOLS AND EQUIPMENT.
- 7.2. PROTECT EXISTING IMPROVEMENTS DURING CLEANING OPERATIONS.
- 7.3. DEBRIS PICK UP AREA SHALL BE KEPT BROOM-CLEAN AND WASHED DAILY WITH CLEAN WATER.
- 7.4. REMOVE WASTE AND DEBRIS, OTHER THAN THE ITEMS TO BE SALVAGED.

- 7.5. TURN SALVAGED ITEMS TO OWNER, OR STORE FOR REUSE WHERE REQUIRED. CONTINUOUSLY CLEAN UP AND REMOVE ITEMS AS DEMOLITION WORK PROGRESSES.
- 7.1. REMOVE RUBBISH, DEBRIS, AND WASTE MATERIALS AND LEGALLY DISPOSE OF OFF THE PROJECT SITE.

DEMOLITION NOTES

1

REVISIONS:

CONSULTANTS

STRUCTURAL:

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SURVEYOR:

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MECHANICAL:

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898 N. FAIROAKS AVE. STE. E
PASADENA, CA 91103
(626) 696 - 3850

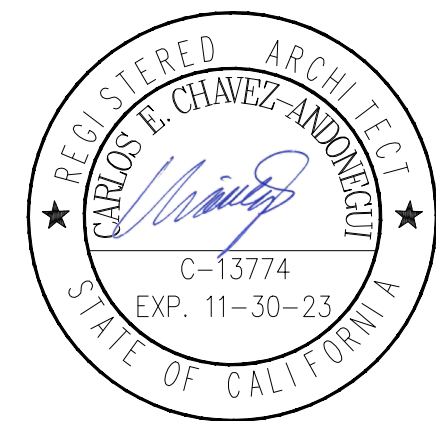
PLUMBING:

PLUMBING SYSTEMS WEST
31491 OUTER HIGHWAY 10
REDLANDS, CA 92373

ELECTRICAL:

PINNACLE ELECTRICAL
6750 FOSTER BRIDGE BLVD.
BELL GARDENS, CA 90201
(323) 423 - 7077

ARCHITECT



PROJECT: PROPOSED TENANT
IMPROVEMENT OF STORAGE
FOR:
ALTAMED HEALTH SERVICES
1401 NORTH MONTEBELLO
BLVD. 2ND FLR.
MONTEBELLO, CA 90604



ADM
ARCHITECTURAL DESIGN MATRIX

10855 BEVERLY DR. WHITTIER CA 90601
Tel: (626) 403-0902
E-mail: cca@admarchitects.us

Drawing Title

DEMOLITION PLAN &
NOTES

Job Number :

Scale: AS SHOWN Date :12/17/2022

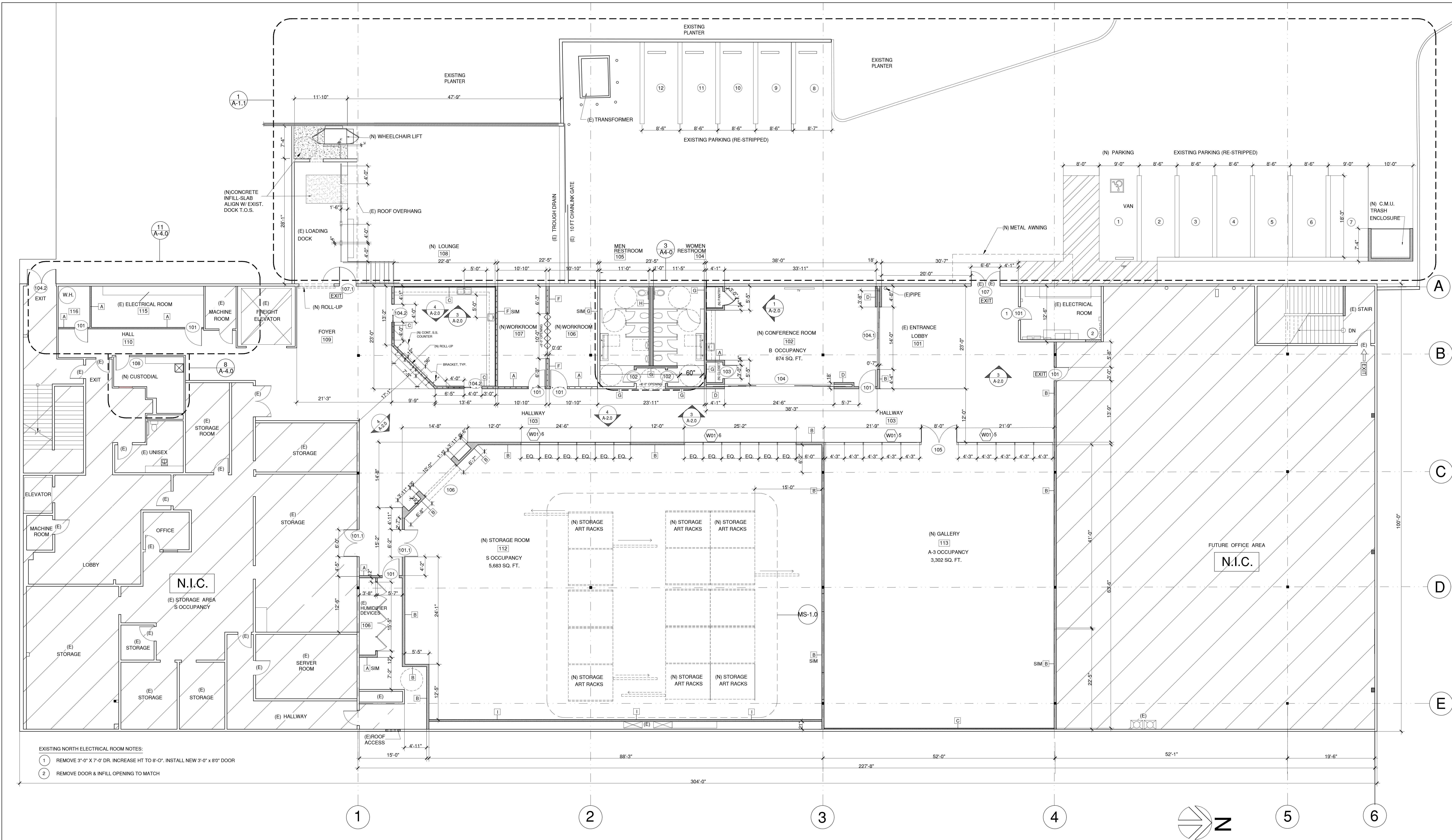
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Checked by : C.C.A.

Drawing Number

D-1.0

STAMP APPROVAL



EXISTING NORTH ELECTRICAL ROOM NOTES:

- 1 REMOVE 3'-0" X 7'-0" DR. INCREASE HT TO 8'-0". INSTALL NEW 3'-0" X 8'-0" DOOR
- 2 REMOVE DOOR & INFILL OPENING TO MATCH

NOTES

- LEGEND**
- (E) PARTITION TO REMAIN
 - (N) PARTITION
 - (N) 10'-0" HIGH PARTITION
 - (N) GLASS PARTITION
 - AREA NOT IN PROJECT
 - (E) COLUMNS GRID
 - (E) OVERHANG OR SOFFIT
 - F WALL TYPE
 - W01.6 WINDOWS NUMBER & QTY.
 - 101 DOOR TYPE
 - 3 A-3.0 ELEVATION

REVISIONS:

1 CITY REQ. FOR CUP 06-20-23

CONSULTANTS

STRUCTURAL:

CASTILLO ENGINEERING
1205 PINE AVE, STE. 201
LONG BEACH, CA 90813
(562) 682 - 3620

SURVEYOR:

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15322 S. SAN SIMON LN.
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MECHANICAL:

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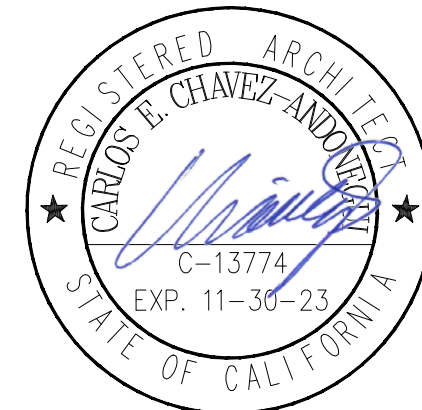
PLUMBING:

PLUMBING SYSTEMS WEST
31491 OUTER HIGHWAY 10
REDLANDS, CA 92373

ELECTRICAL:

PINNACLE ELECTRICAL
6750 FOSTER BRIDGE BLVD.
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(323) 423 - 7077

ARCHITECT



PROJECT: PROPOSED TENANT
IMPROVEMENT OF STORAGE
FOR:
ALTAMED HEALTH SERVICES

1401 NORTH MONTEBELLO
BLVD, CA 90604

AltaMed
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Drawing Title
PROPOSED FLOOR PLAN

Job Number :
Scale: AS SHOWN Date: 12/17/2022

Drawn by : G.L.
Checked by : C.C.A.

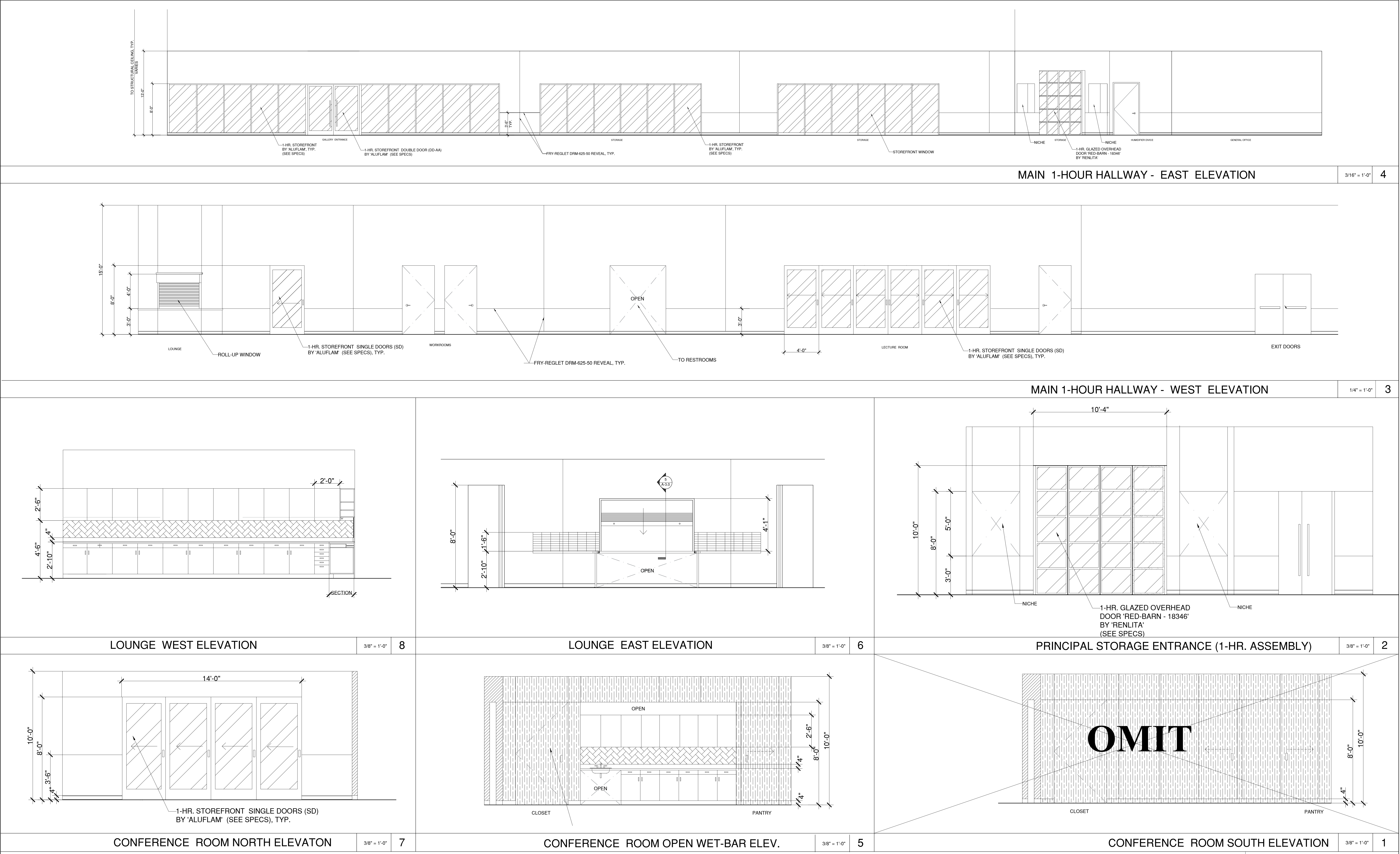
Drawing Number
A-1.0

STAMP APPROVAL

PROPOSED GENERAL FLOOR PLAN

1/8" = 1'-0"

1



REVISIONS:		CONSULTANTS <u>STRUCTURAL:</u> CASTILLO ENGINEERING 1205 PINE AVE, STE. 201 LONG BEACH, CA 90813 (562) 682 - 3620 <u>SURVEYOR:</u> JER ENGINEERING 15322 S. SAN SIMON LN. LA MIRADA, CA 90638 (562) 652 - 0400		<u>MECHANICAL:</u> GENGENIOUS GROUP INC. 898 N. FAIROAKS AVE. STE. E PASADENA, CA 91030 (626) 696 - 3850 <u>PLUMBING:</u> PLUMBING SYSTEMS WEST 31491 OUTER HIGHWAY 10 REDLANDS, CA 92373 <u>ELECTRICAL:</u> PINNACLE ELECTRICAL 6750 FOSTER BRIDGE BLVD. BELL GARDENS, CA 90201 (323) 423 - 7077		ARCHITECT REGISTERED ARCHITECT CARLOS E. CHAVEZ-ANDON C-13774 EXP. 11-30-23 STATE OF CALIFORNIA		PROJECT: PROPOSED TENANT IMPROVEMENT STORAGE FOR: ALTAMED HEALTH SERVICES 1401 NORTH MONTEBELLO BLVD, CA 90604		ADM ARCHITECTURAL DESIGN MATRIX 10855 BEVERLY DR WHITTIER CA 90601 Tel: (626) 403-9902		Drawing Title INTERIOR ELEVATIONS Job Number Scale: AS SHOWN : Date 06/20/2023 Drawn by : G.L. Checked by : C.C.A. Drawing Number A-2.0		STAMP APPROVAL	
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REVISIONS:	CONSULTANTS	MECHANICAL:	ARCHITECT	PROJECT: PROPOSED TENANT IMPROVEMENT STORAGE FOR: ALTAMED HEALTH SERVICES	1401 NORTH MONTEBELLO BLVD, CA 90604		Drawing Title
	STRUCTURAL: ENGINEIOUS GROUP INC. 899 N. FAIROAKS AVE. STE. E PASADENA, CA 91030 (626) 696 - 3850 PLUMBING: MIKE GRAHAM PLUMBING SYSTEMS, INC. 31491 OUTER HIGHWAY 10 REDLANDS, CA 92373 ELECTRICAL: ENNIS CHAVEZ PINNACLE ELECTRICAL 6750 FOSTER BRIDGE BLVD. BELL GARDENS, CA 90201 (323) 423 - 7077	CIVIL: JOSE ERNESTO ROBLEDO JER ENGINEERING 15322 S. SAN SIMON LN. LA MIRADA, CA 90638 (562) 652 - 0400					C-13774 EXP. 11-30-23
							Job Number
							Scale: AS SHOWN Date: 12/08/2022
							Drawn by: G.L.
							Checked by: C.C.A.
							Drawing Number
							A-3.0
							10855 BEVERLY DR WHITTIER CA 90601 Tel: (626) 403-9902
							STAMP APPROVAL

**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

DEVELOPMENT AGREEMENT

between

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

and

AltaMed Health Services Corporation
a California Nonprofit 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 **AltaMed Health Services Corporation**, a California nonprofit corporation (the “Developer”), pursuant to Article 2.5 of Chapter 4 of Division 1 of Title 7, Sections 65864 through 65869.5 of the California Government Code. City and Developer shall be referred to within this Agreement jointly as the “Parties” and individually as a “Party.”

R E C I T A L S:

A. Capitalized Terms. The capitalized terms used in these recitals and throughout this Agreement shall have the meaning assigned to them in Section 1. Any capitalized terms not defined in Section 1 shall have the meaning otherwise assigned to them in this Agreement.

B. Property Status. The Developer holds a legal or equitable interest in certain parcels of real property located at 1401 N. Montebello Boulevard in the City of Montebello, California, and which is 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. The Property is being renovated to accommodate Developer’s private administrative offices (the “Project”). The Project will include: i) office/meeting room space; ii) a private art gallery; and iii) art storage space. The renovated spaces consist of approximately 15,668 square feet of dedicated floor area on the second floor of an existing commercial building, including 2,484 square feet for office and support services space, 3,302 square feet for the art gallery, 5,683 square feet for the art storage space, and 4,199 square feet of ancillary space. For the avoidance of doubt, Developer’s redevelopment of the office space, proposed office/administrative use, and the proposed expansion of the use to allow members of the public to access certain portions of the Property are authorized under the Montebello Municipal Code and all applicable land use regulations and policies. The scope of this Agreement is limited to Developer’s right to host members of the public at the Property at Developer’s sole discretion, and the public benefits described in Exhibit C.

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.

E. Public Benefits. The Developer agrees to provide the City with certain public benefits as more specifically identified in Section 4.3 and Exhibit C of this Agreement, including a one-time Public Benefit Fee to the City in the amount of two hundred thousand dollars (\$200,000) and limited access to the property consistent with the terms of Exhibit D.

F. Intent of the Parties. The Developer and the City have determined that the expanded use for certain portions of the Project is a development for which a development agreement is appropriate. The Parties acknowledge and agree that Developer's intended use of the Property as a private administrative office, and the expansion of this use to allow occasional public access to parts of the Property are consistent with the City's Zoning Code, General Plan, Precise Plan, and all applicable regulations and restrictions. The Parties desire to define the parameters of the Developer's public benefits offering -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 required for the development of the Property accordance with this Agreement.

G. Public Hearings: Findings. Pursuant to 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 [REDACTED], recommended approval to the City Council, and on [REDACTED] the City Council adopted, Ordinance No. [REDACTED] 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. [REDACTED] 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 AltaMed Health Services Corporation and any assignee or transferee in accordance with Section 11.

1.14 Developer Fees. “Developer Fees” mean those fees established and adopted by the 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, buildings, and improvements thereon in accordance with the Development Approvals during the Term of this Agreement; and the installation of landscaping; but not including the maintenance, repair, or redevelopment of any structures, improvements or facilities after the construction and completion thereof.

1.16 Development Agreement Statute. “Development Agreement Statute” means Sections 65864 through 65869.5 of the California Government Code as in effect on the Approval Date, as the same may thereafter be amended.

1.17 Development Approvals. “Development Approvals” means all site-specific (meaning specifically applicable to the Property or the Development thereof only and not generally applicable to some or all other properties within the City) plans, maps, permits, and entitlements to use of every kind and nature. Development Approvals includes, but is not limited to, specific plans, site plans, tentative and final subdivision maps, vesting tentative maps, variances, zoning designations, planned unit developments, conditional use permits, grading, building, and other similar permits, the site-specific provisions of general plans (including, without limitation, the General Plan), environmental assessments, including environmental impact reports, and any amendments or modifications to those plans, maps, permits, assessments and entitlements. The term Development Approvals does not include rules, regulations, policies, and other enactments of general application within the City (except to the extent applicable to the Property or the Development thereof as provided above).

1.18 Development Plan. “Development Plan” means the Existing Development Approvals, Future Development Approvals (if any), and Existing Land Use Regulations.

1.19 Exaction. “Exaction” means dedications of land, payment of Developer Fees and/or construction of public infrastructure by Developer as part of the Development.

1.20 Existing Developer Fees. “Existing Developer Fees” mean the Developer Fees applicable to the Property and/or the Development thereof in effect as of the Approval Date.

1.21 Existing Development Approvals. “Existing Development Approvals” means the following Development Approvals approved in connection with case numbers PC-2024-0012-CUP, DA 03-24, and ENV No. 10-24, which are incorporated and made a part of this Agreement:

- (a) Conditional Use Permit No. PC-2024-0012-CUP;
- (b) This Development Agreement.

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 expanded use on the Property as outlined in Paragraph “C” of the Recitals, above, and as approved pursuant to this Agreement.

1.37 Public Benefit Fee. “Public Benefit Fee” means a one-time community benefit fee in the amount of two hundred thousand dollars (\$200,000) provided by Developer to the City pursuant to Section 6.4.

1.38 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: Description of Public Benefits
- Exhibit D: Access Agreement

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 be for a period of twenty (20) years commence upon the Approval Date and shall terminate on the twentieth (20th) anniversary of the Operative Date. In addition, the term of the CUP shall be coterminous with the Term of this Agreement. 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.

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 until such time that the Authorizing Ordinance adopting this Agreement becomes effective.

4. USE OF THE PROPERTY; DEVELOPER RIGHTS & RESPONSIBILITIES.

4.1 Purpose. The Property is located within an existing commercially zoned shopping center. The public benefits associated with the Agreement are intended to support much needed community activities and enhancements such as public art incubators, educational opportunities for art, cultural events, community programs, and similar activities and services within the City. During the Term, the Developer shall have a vested right to use 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, type 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.

4.2 Permitted Uses. The Parties acknowledge and agree that the Developer's intended use of the Property as a private administrative office is permitted by-right notwithstanding the terms of this Agreement. This Agreement allows Developer to use portions of the Property (including the private art gallery and accessory office and art storage spaces) identified in Exhibit B to be made available for public use at the Developer's sole discretion.

4.3 Public Benefits; Developer and Processing Fees. Except as otherwise provided in this Agreement, the Developer shall provide to the City the public benefits listed in Exhibit C.

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. 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 complete construction of the Project or any portion thereof, or to expand the use as described in this Agreement. 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 Public Benefit Fee. In addition to Developer's obligations herein, Developer shall pay to the City a one-time Public Benefit Fee in the amount of two hundred thousand dollars (\$200,000) as a condition precedent to the City's issuance of the Final Certificate of Occupancy for the Project and all required business licenses authorizing both the primary office/administrative use and the expanded use to authorize public access to portions of the Property. The City acknowledges and agrees that the Public Benefit Fee shall not be used for any purpose that violates federal, state, or local laws and ordinances.

6.5 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, size and 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 with approval from the City Manager. For purpose of this Agreement, the Transferee must be considered the "owner" of that portion of the Property which is covered by such transfer. For the avoidance of doubt, for the purpose of this Section 11.1, the "owner" shall include any party with a legal or equitable interest in the Property, including lessees.

(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 Continue Expanded Use. The holder of any mortgage shall in no way be obligated by the provisions of this Agreement to continue the expanded use at the Property, or to continue the public benefits described in Exhibit C. 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:

With copy to: AltaMed
2040 Camfield Avenue
Los Angeles, CA 90040
Attention: Susana Smith Bautista
Email: ssbautista@altamed.org;
bconstant@altamed.org

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

With a copy to:

Alvarez-Glasman & Colvin
13181 Crossroads Parkway North Suite 400 West Tower
City of Industry, CA 91746
Attn: Arnold M. Alvarez-Glasman, City Attorney

or such other address as 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.

AltaMed Health Services Corporation, a
California nonprofit corporation

By: _____
Cástulo de la Rocha,
President & CEO

CITY OF MONTEBELLO, a municipal
corporation

By: _____
Raul Alvarez, City Manager

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman
City Attorney

ATTEST:

By: _____
Christopher Jimenez
City Clerk

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”

DESCRIPTION OF PUBLIC BENEFITS

The public benefits to be received by the City and its residents as a result of this Agreement include, without limitation, the following:

- A. One-Time Development Agreement Fee. Developer shall pay to the City a one-time, non-refundable Development Agreement Fee in the amount of \$20,000 (“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 Developer Fees and Processing Fees required under this Agreement.
- B. One-Time Public Benefit Fee. Developer shall pay to the City a one-time Public Benefit Fee in the amount of Two Hundred Thousand Dollars (\$200,000). The City shall determine, in its sole discretion, the manner, purpose, use and expenditure of the Public Benefit Funds received by the City from the Developer.
- C. Developer Fees. Developer shall comply with the City’s Art in Public Places Program as required under Chapter 17.79 of the Montebello Municipal Code.
- D. 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.
- E. City Use of Art Gallery for Public Events. City shall have the right to use portions of the Property for events related to arts, culture, and education with prior approval from Developer up to seven (7) times per calendar year (“City Events”). The City shall provide Developer with at least thirty (30) days’ written notice of its intent to schedule a City Event and completion of the access agreement included as Exhibit D. The City shall be responsible for ensuring that its use of the Property complies with the terms of the Access Agreement in Exhibit D, and all applicable laws, including safety and capacity regulations. The City shall also be responsible for ensuring that the Property is left in the same condition as it was prior to the City Events.

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: Conditional Use Permit

Project Location: 1401 North Montebello Boulevard, Montebello, CA 90640

Case Number(s): PC-2024-0012-CUP /ENV No. 10-24

Description of Nature, Purpose, and Beneficiaries of Project: A Conditional Use Permit (“CUP”) Case No. PC-2024-0012-CUP to allow the establishment and operation of a private art gallery, along with an accessory office and storage space, on the second floor of a commercial unit within an existing shopping center located at 1401 North Montebello Boulevard, Montebello, CA 90640 (collectively “the property”).

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

Name of Person or Agency Carrying Out the Project: AltaMed Health Services Corporation, Luzmaria Chavez ,
(“Applicant”)

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 1- CEQA Guidelines Section 15301 (Existing Facilities)
☐ Statutory Exemptions. State code number:

Justification for Project Exemption:

The Project is Categorically Exempt per CEQA Guidelines §15301 - Class 1 (Existing Facilities). Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The key consideration is whether the project involves negligible or no expansion of an existing use. The project does not involve any expansion of the current building footprint, and the proposed improvements are limited to minor alterations.

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

Area Code/Telephone/Extension: (323) 887-1200

If filed by applicant, attach certified document issued by the Planning and Community Development Department stating that the Department has found the project to be exempt.

Signature: _____ **Date:** _____ **Title:** _____

☒ Signed by Lead Agency

☐ Signed by Applicant

