

APPENDIX I
MEMORANDUM OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE CITY OF EL MONTE AND THE CITY OF TEMPLE CITY**

This Memorandum of Understanding (“MOU”) is entered into this ____ day of _____, 2025 (“Date of Agreement”), for reference purposes only, by and between the City of Temple City, a California municipal corporation (“Temple City”), and the City of El Monte, a California municipal corporation (“El Monte”). Temple City and El Monte may individually be referred to as a “Party” or “City” and collectively referred to as “Parties” or “Cities.”

RECITALS

WHEREAS, Magellan Value Partners, a Delaware Limited Liability Company (the “Developer”) has submitted an Initial Plan Review (IPR) application to El Monte for the construction of a 133,884 square-foot, four-story self-storage building with a full basement (the “Project”); and

WHEREAS, the Project will be constructed on a property commonly known as 4301 Temple City Blvd, located in the Cities of El Monte and Temple City, County of Los Angeles, State of California (the “Property”), and as more particularly described in the legal description and map of the same is attached hereto and incorporated herein as **Exhibit “A”**; and

WHEREAS, the Property is comprised of three (3) parcels with one (1) parcel being located in El Monte (APN 8592-005-005) (the “El Monte Parcel”) and two (2) parcels being located in Temple City (APNs 8592-005-006 and 8592-005-007) (the “Temple City Parcels”); and

WHEREAS, due to the cross-jurisdictional nature of this Project, its proposed development will require discretionary review and approvals from both Cities including a California Environmental Quality Act (“CEQA”) determination, entitlement review and approval, legislative action, other permits, plan checks, and building inspections during and after construction; and

WHEREAS, the Parties, without waiving any of their respective authorities and jurisdictions over the Property, desire to cooperate for their mutual benefit to establish a shared regulatory framework that avoids administrative duplication, appropriately allocates regulatory land use authority between the Parties, and facilitates the development of the Project; and

WHEREAS, because a majority of the Project is located within the City of El Monte, the Parties have determined that El Monte will be the first City to process land use applications, including but not limited to environmental review under CEQA and the issuance of building and occupancy permits, consistent with the terms and conditions contained in this MOU; and

WHEREAS, the Parties acknowledge that El Monte will be designated as the lead agency and Temple City will be designated as a responsible agency pursuant to CEQA and that El Monte, as the lead agency will notify, consult, review, and consider comments concerning the environmental effects of the Project submitted by Temple City, as a responsible agency, as required by CEQA; and

WHEREAS, Parties acknowledge that this MOU does not change either Parties' existing land uses, nor does it commit the Parties to specific land uses or to any annexations to either City. Approvals necessary for such changes have not been considered by either Party or by any other appropriate authority; and

WHEREAS, nothing in this MOU establishes any precedent for any other project, agreement, or arrangement that may exist now or in the future between the Parties or between the Parties and other entities.

NOW, THEREFORE, in consideration of the recitals set forth above, which are incorporated by this reference, and the mutual covenants and undertakings set forth herein, the mutual receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. PURPOSE

- 1.1 The purpose of this MOU is to document the mutual understanding and intent of the Cities of El Monte and Temple City regarding the process of conducting environmental review pursuant to CEQA, reviewing land use applications for the Project, and, if approved by both Cities, building permit applications and inspections for the proposed Project. The Parties agree to cooperate by providing needed staff support and resources and communicating with each other in a timely and diligent manner to effectively implement this MOU.
- 1.2 This MOU is intended only as a nonbinding statement of intent to cooperate.

2. TERM OF MOU

- 2.1 This MOU shall continue from the Date of Agreement, which shall be the date the last authorized Party has signed this MOU and shall remain in full force and effect until the Cities have conducted their respective final reviews

of the Project and issued their respective certificates of occupancy for the Project.

- 2.2 This MOU may be terminated, without cause, by either party upon thirty (30) days written notice to the representatives listed in Section 6.
- 2.3 The Parties agree to conduct their respective review and approvals in a diligent manner.

3. LAND USE, BUILDING, AND PERMIT INSPECTIONS AND APPROVALS; FEES

- 3.1 The Parties agree that the portion of the Project located on the El Monte Parcel must conform to the applicable requirements of the El Monte Municipal Code (“EMMC”) and that El Monte will be responsible for the review and processing of all Project applications, plans, and permits submitted by the Developer or their representatives for the portion of the Project located on the El Monte Parcel.
- 3.2 The Parties agree that the portion of the Project located on the Temple City Parcels must conform to the applicable requirements of the Temple City Municipal Code (“TCMC”) and that Temple City will be responsible for the review and processing of all Project applications, plans, and permits submitted by the Developer or their representatives for the portion of the Project located on the Temple City Parcels.
- 3.3 The Parties agree that permits for work in the public right-of-way shall be issued by the jurisdiction in which the public right-of-way is located and in accordance to that jurisdiction’s standard of review and application process.
- 3.4 Fees for land use applications and building permits shall be based on each Party’s schedule of fees and paid to the respective Parties. Where applicable, development fees shall be calculated as a percentage based upon the square footage of the Project located on each City’s respective parcel(s).
- 3.5 The Parties agree to bear its own costs in implementing the actions set forth in the MOU, or separately or jointly seek payment or reimbursement of costs from the Project Developer(s).
- 3.6 The Parties’ individual review and approval requirements are detailed in **Exhibit “B”**, attached hereto and incorporated herein by this reference.

4. CEQA REVIEW

El Monte, as the agency with principal responsibility for approving the proposed Project with respect to its general governmental powers and its role as the anticipated first party to act with a binding discretionary action on the proposed

Project, is the Lead Agency under the California Environmental Quality Act (“CEQA”) (Pub. Res. Code § 21000 *et seq.*) as follows:

- 4.1 Lead Agency. The Parties agree that, under CEQA and the CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 *et seq.*) (“CEQA Guidelines”), and related case law, El Monte is the lead agency, as that term is defined in California Public Resources Code section 21067, responsible for conducting the environmental review of the proposed Project because a majority of the proposed Project will be developed within the City of El Monte.
- 4.2 Responsible Agency. The Parties agree that Temple City is a responsible agency, as that term is defined in California Public Resources Code section 21069 and must be notified and consulted as required pursuant to CEQA and the CEQA Guidelines.
- 4.3 Scope of CEQA Review. The Project as a whole, as well as the environmental setting of the Property in both Cities, shall be considered when determining the appropriate CEQA clearance for the Project, when preparing the CEQA documents, and when determining potential environmental impacts of the Project.
 - a. The Parties agree to consult and to work closely with one another to identify the relevant land use information for the Temple City Parcels, entitlements requested, and to identify certain environmental issues which may be unique to Temple City.
- 4.4 El Monte, as the lead agency, shall notify and consult with Temple City, as the responsible agency, consistent with the requirements of CEQA and the CEQA Guidelines, prior to determining the appropriate environmental clearance and when preparing the environmental document for the Project.
- 4.5 If El Monte determines that the Project does not qualify for one or more categorical exemption(s) provided in CEQA and CEQA Guidelines, the Parties agree to act in good faith to undertake cooperative actions in connection with the preparation of the CEQA analysis for the Project, which include, but are not limited to the following efforts:
 - a. Processing Duties. The Parties agree to use reasonable, good faith efforts to consult, review, provide comments, and perform other tasks required for environmental review as expeditiously as possible in order to facilitate the timely processing of the CEQA analysis for the proposed Project.
 - b. Staffing. The Parties agree to each provide and coordinate staffing to review and assist in processing the CEQA documents and reports.

- c. CEQA Consultant. If the Parties agree that a CEQA consultant is required, El Monte will direct the work of the CEQA consultants. The Parties will jointly provide input on any issues of concern to Temple City, and El Monte will closely consult and coordinate with Temple City prior to directing the CEQA consultant on such issues.
 - d. Preparation of CEQA Documents. The Parties agree to closely consult and confer regarding the content of CEQA documents including an initial study, negative declaration, mitigated negative declaration, draft EIR, final EIR, and other supporting or associated documents. This includes, but not limited to, the scope of the CEQA documents, description of the environmental setting, appropriate baselines, significance thresholds, impact determinations, mitigation measures, and reasonable range of project alternatives.
 - e. Public Notices and Proceedings. El Monte will prepare, publish, and circulate all CEQA-related public notices and documents.
 - f. Documents. The Parties agree to consult and cooperate as the environmental review process develops to maintain a complete and organized record of documents to be included in any administrative record.
- 4.6 Independent Judgement and Discretion under CEQA. Nothing in this MOU is to be interpreted to replace or eliminate either Parties' independent judgement or discretion under CEQA, and nothing is to be interpreted as an approval or a pre-commitment to approve the proposed Project or the final legislative action(s) to effectuate the regulatory framework contemplated above, as a decision to limit the Parties' consideration of project alternatives and mitigation measures.

5. TERMINATION

This MOU will terminate upon mutual written consent of the Parties, or if the Project's land use or building permit applications have been abandoned, or after final inspections are complete and a certificate(s) of occupancy permit is issued, or if the Project is no longer in operation or its use abandoned. This MOU may be terminated, without cause, by either Party upon thirty (30) days written notice to

the Party representative(s) listed in Section 6. The other Party must provide written notice of acceptance of termination within ten (10) days of receipt.

6. NOTICE

- 6.1 All communications with the Developer shall include both Cities.
- 6.2 Each Party shall provide the other at least twenty (20) days written notice before any public hearing on land use matters and before any administrative approvals regarding the Property or the Project.
- 6.3 All notices shall be given in writing. For any action related to this MOU, each City shall be sent notices at the following addresses:

To El Monte:

City of El Monte
City Manager
11333 Valley Boulevard
El Monte, CA 91731

and

Steven Fowler, Economic and Community
Development Director
11333 Valley Blvd
El Monte, CA 91731

To Temple City:

City of Temple City
City Manager
9701 Las Tunas Drive
Temple City, CA 91780

Scott Reimers, Community Development
Director
9701 Las Tunas Drive
Temple City, CA 91780

7. INSURANCE

Each Party represents and agrees that they are self-insured. Either Party may purchase commercial insurance to cover its exposure hereunder, in whole or in part, and shall name the other as additionally insured.

8. INDEMNIFICATION

- 8.1 Nothing in this MOU shall be deemed to create rights or obligations for

third parties not signatories to this MOU except as specifically stated herein.

- 8.2 The Parties shall defend, indemnify and hold harmless each other and from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damage arising out of the performance of this MOU or arising from or connected to the approval process or relating to the Project, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or the result of the negligent or intentional acts or omissions of the other Party, their respective City Council, Planning Commission and officers, agents or employees.

9. DEFAULT

Neither Party will be in breach of this MOU where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the MOU was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the

non-breaching Party may terminate this MOU. Notice shall be given in the manner set forth in Section 6.

10. GOVERNING LAW

This MOU shall be governed by the laws of the State of California.

11. AMENDMENTS

Any amendment or modification to this MOU will be effective only if it is signed in writing by all Parties.

12. AUTHORITY

The Parties represent and warrant that this MOU has been duly authorized by their respective governing boards and executed by a duly authorized representative thereof.

13. COUNTERPARTS

This MOU may be executed in any number of counterparts (including by fax, pdf, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have entered into this Memorandum of Understanding as of the Effective Date.

CITY OF EL MONTE

Date: _____

Alma K. Martinez, City Manager

ATTEST:

Gabriel Ramirez, City Clerk

APPROVED AS TO FORM:

Lloyd Pilchen, City Attorney

CITY OF TEMPLE CITY

Date: _____

Bryan Cook, City Manager

ATTEST:

Peggy Kuo, City Clerk

APPROVED AS TO FORM:

Greg Murphy, City Attorney

EXHIBIT "A"

Legal Description and Map

APNs: 8592-005-005, 8592-005-006 and 8592-005-007

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

THAT PORTION OF THE RANCHO SAN FRANCISQUITO, IN THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON THE PLAT RECORDED IN BOOK 1 PAGES 31 AND 32 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF ELLIS LANE (NOW KNOWN AS TEMPLE CITY BOULEVARD), 80 FEET WIDE, AS SHOWN ON THE MAP OF TRACT NO. 14535, RECORDED IN BOOK 298, PAGES 6 AND 7 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER, WITH THE CENTER LINE OF LOWER AZUSA ROAD, 70 FEET WIDE, AS SHOWN ON THE MAP OF TRACT NO. 12998, RECORDED IN BOOK 264, PAGE 24 AND 25 OF MAPS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE SOUTH $18^{\circ} 06' 01''$ WEST 30.05 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $68^{\circ} 27' 01''$ WEST 592.20 FEET; THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1050 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $22^{\circ} 23' 39''$, AN ARC LENGTH OF 410.40 FEET; THENCE SOUTH $18^{\circ} 06' 40''$ WEST 120.67 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "B"

Review Requirements and Order

The below is an ordered list identifying the public agency and their respective review requirements for the Project. The items for review and approval are dependent on the review and approval of the items listed before it. The order is subject to change and is meant to provide a general overview of Project approval by both Cities and other interested entities.

Phase	Reviewing Entity	Items for Review and Approval
1	El Monte	Development Application
2	CA Dept. of Fish and Wildlife	Review for impacts on canal
3	LA County Public Works	Review for impacts on canal
4	El Monte (Planning Commission and City Council)	CEQA Analysis and Determination; Design Review; Variance; Conditional Use Permit
5	Temple City (Planning Commission and City Council)	Major Site Plan Review; Map Amendment; Development Agreement
6	El Monte Temple City	Building Permits; Final Inspections; Maintenance Agreement; Certificate of Occupancy